Collective Bargaining Agreement

MADISON COUNTY REGION III

SPECIAL EDUCATION COOPERATIVE DISTRICT

AND

REGION III SPECIAL EDUCATION ASSOCIATION IEA/NEA

2022-2023
2023-2024
2024-2025

TABLE OF CONTENTS

SECTION I Region III Special Education Association IEA/NEA

Article 1 - Recognition and Definitions-
1.1 - Recognition- Page 5
1.2 - Definitions- Page 5

Article 2 - Negotiations Procedure- Page 7

Article 3 - Grievance Procedure-
3.1 - Definitions- Page 8
3.2 - Procedure- Page 8
3.3 - Variations Page 9

Article 4 - Employee and Organization Rights and Responsibilities-
4.1 - Right of Representation- Page 11
4.2 - Personnel File - Page 11
4.3 - Employee Notification of Assignment- Page 12
4.4 - Board Agenda- Page 12
4.5 - Board Minutes- Page 12
4.6 - Pertinent Information- Page 12
4.7 - Names and Schools of Employees - Page 12
4.8 - Association Leave - Page 13
4.9 - Printing Agreement - Page 13
4.10 - Use of Facilities- Page 13
4.11 - Authorized Representatives on Campus- Page 13
4.12 - Use of Bulletin Boards- Page 13
4.13 - Use of Inter-School Mail- Page 13
4.14 - Payroll Deductions- Page 14
4.15 - Annuity Programs - Page 14
4.16 - Organization Dues, Payments, & Contributions- Page 14
4.17 - Labor Management Cooperation- Page 15

Article 5 - Conditions of Employment-
5.1 - Employees Housed in Only One District Page 16
5.2 - Work Day - Certified Teachers Page 16
5.3 - Work Day – Itinerant Teachers- Page 16
5.4 - Exceptions to Workday – Certified Staff Page 16
5.5 - Workday Educational Support Staff Page 16
5.6 - Work Year -Itinerant Employees Assigned to Director Page 17
5.7 - Professional Conferences Page 17
5.8 – Employee In-service Training Page 18
5.9 – Internal Substitutions Page 18
5.10 –Dress Code Page 18
5.11 –Paraprofessional License Page 19

Article 6 - Seniority
6.1 - Seniority Page 20
6.2 – Sequence of Honorable Dismissal Page 21
6.3 - Recall - Educational Support Personnel Page 21
6.4 - Recall - Certified Staff Page 21
6.5 - Waiver of Recall Rights Page 21
6.6 - Retained Rights after Recall Page 22

TABLE OF CONTENTS CONT.

6.7 - Notification of Honorable Dismissal of Educational Support Personnel Page 22
6.8 - Vacancy Notice Page 22
6.9 - Application Procedure Page 22

Article 7 - Employee Evaluation
7.0 - Evaluations - Employee Right to Respond Page 23
7.1 - Evaluation Committee - Certified Staff Page 23
7.2 - Job Description-Educational Support Personnel Page 23
7.3 - Legal Responsibility Page 23

Article 8 - Leaves
8.1 - Sick Leave Page 24
8.2 - Notification of Accumulated Sick Days Page 25
8.3 - Personal Leave Page 25
8.4 - Jury Duty Page 25
8.5 - General Leave of Absence without Pay Page 25
8.6 – FMLA Page 26
8.7 - Unpaid Time Off Page 26

Article 9 - Holidays - Educational Support Personnel
9.1 - Institute Days Page 27
9.2 - Holidays Page 27
9.3 - Holiday Pay Page 27

Article 10 - Employee Discipline
10.1 - Records Page 28
10.2 - Just Cause - Employees Page 28
10.3 - Probation for Educational Support Personnel Page 28
10.4 - Termination of Employment Page 28
10.5 - Discipline Procedures Page 28

Article 11 - Compensation and Related Provisions
11.1 - Salary - Certified Staff Page 29
11.2 - Salary - Educational Support Personnel Page 29
11.3 - Pay Dates Page 30
11.4 - Number of Pay Dates Page 30
11.5 - Health Insurance Page 30
11.6 - Sheltering Retirement Contribution- Teachers Page 31
11.7 - Sheltering Illinois Municipal Retirement Contributions Page 31
11.8 - Mileage Page 31
11.9 - Longevity Page 31
11.10 - Retirement Bonus Page 32
11.11 - Educational Support Personnel Bonus Incentive Page 32
11.12 - Retirement Incentive Page 32
11.13 - Reimbursement of Personal Property Page 33
11.14 - Educational Support Personnel Retirement Incentive Page 33
11.15 - Reimbursement for Tuition Page 34
11.16 - Reimbursement for Required Professional Certification Page 34

TABLE OF CONTENTS CONT.

Article 12 - Terms of Agreement
- 12.1 - Complete Understanding — Page 35
- 12.2 – Individual Contract — Page 35
- 12.3 – Savings Clause — Page 35
- 12.4 - No Strike — Page 35
- 12.5 - Management Rights — Page 35
- 12.6 - Duration — Page 35
- 12.7 - Creditable Earnings Contingency — Page 35

Signature Page — Page 37

Appendix A 2022-2023, 2023-2024, 2024-2025 Salary Schedules:
- Appendix A (1) Certified Salary Scale 2022-2023 — Page 38
- Appendix A (2) Certified Salary Scale 2023-2024 — Page 39
- Appendix A (3) Certified Salary Scale 2024-2025 — Page 40
- Appendix B (1) ESP Salary Scale 2022-2023 — Page 41
- Appendix B (2) ESP Salary Scale 2023-2024 — Page 42
- Appendix B (3) ESP Salary Scale 2024-2025 — Page 43

Memorandum of Agreement
- Experience Credit for Paraprofessionals — Page 44
- Tuition Reimbursement for Support Staff Employees — Page 46

Memorandum of Understanding — Page 48

Memorandum of Agreement
- Experience Credit for PTA and COTA — Page 49

ARTICLE 1 - RECOGNITION AND DEFINITIONS

1.1 Recognition

The Region III Special Education Cooperative, hereinafter referred to as the "Employer", recognizes the Region III Special Education Association an affiliate of the Illinois Education Association-NEA and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining representative for all full and part-time regularly employed employees with the Cooperative including Psychologists, Social Workers, Audiologist, Certified Teachers, Speech Language Pathologists, Therapists, Paraprofessional, Secretaries, and Therapy Assistants. Specifically excluded from the bargaining unit are: The Director, the Administrative Secretary, the Occupational Therapists, the Physical Therapists, the Bookkeeper, all Interns, audiologist clerk, substitute teachers, and teachers replacing bargaining unit members who are on a leave of absence.

Regularly employed part-time employees of the Cooperative shall be included in the bargaining unit and subject to the terms and conditions of this Agreement, but their salaries and benefits shall be based on their fractionalized employment status.

1.2 Definitions

A. Director - The Director of the Region III Special Education Cooperative.

B. Executive Board - The Board composed of the representatives from the member districts or their designees.

C. Governing Board- The board composed of the representative from the member districts in addition to a district board member

D. Employer - The Madison County Region III Special Education Cooperative.

E. Paraprofessional-A paraprofessional who has a minimum of 60 hours of college credit and a paraprofessional license or has passed the Work Keys test and has a high school diploma.

F. Therapy Assistant - Occupational therapy assistants and physical therapy assistants who are legally qualified under the minimum requirements for State licensure by the Illinois Department of Professional Regulation.

G. Behavior Coach-Highly Qualified Behavior coach will hold a current Illinois license LBS1 or LBS1 endorsement, who has knowledge and skills necessary to coach teachers and staff during the implementation of successful behavior management of the classroom and/or interventions with individual students.

H. Certified Staff (holding a professional educator license without stipulations)-All teachers, psychologists, social workers, and speech language pathologists who are legally qualified under the minimum requirements for State certification by the Illinois State Board of Education.

I. Educational Audiologist - An Educational Audiologist who is legally qualified under the minimum requirements for State licensure by the Illinois Department of Professional Regulation.

ARTICLE 1-

J. Educational Support Personnel (or "ESP") – All paraprofessional, therapy assistants, audiologist, and interpreters.

K. Housed District - The local school district where an employee is scheduled to work on a full-time basis. The employee has no responsibility to other school districts in the Cooperative.

L. Itinerant - Refers to those employees assigned to more than one school district within the Cooperative.

M. Employee - Any certified staff person or educational support personnel who is a member of the bargaining unit.

N. Immediate Family - Includes parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, step-parents, brothers-in-law, sisters-in-law, and legal guardians.

O. Interpreter- Any person who renders interpreting for the Deaf/Hard of Hearing who is legally qualified. They must meet the Illinois State requirement, 23 Illinois Administrative Code-Section 25.550.

P. Vision Aide-ESP who will demonstrate adequate skills in brailing as determined by a competency test.

Q. Fluent Signer-ESP who will demonstrate adequate skills by taking a competency test.

ARTICLE 2 - NEGOTIATION PROCEDURES

2.1 Negotiation Procedures

Each party shall select its own members, not to exceed 10% of the eligible number of union members.

A date to begin negotiations shall be established no later than April 30. Meetings will be held as necessary at times and places agreed to by both parties.

Before the adjournment of each meeting, the date, time, place, and agenda of the next meeting shall be established. The meetings shall be limited to 3 hours, unless discussions are meaningful, then, by mutual agreement, time may be extended.

All negotiation meetings shall be closed to the general public.

All tentative agreements shall be written, signed, and dated by the spokesperson of their respective teams at the meeting at which the tentative agreement is reached. Signed copies shall be given to each negotiating team.

The Agreement or any phase of it shall be considered tentative until the entire Agreement is ratified by the Association and adopted by the Board.

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the Illinois Educational Labor Relations Board shall be notified.

ARTICLE 3 - GRIEVANCE PROCEDURE

3.1 Definitions

A. A grievance is a claim by the Association, employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

C. Any individual employee or a group of employees may at any time present grievances to the immediate supervisor and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the Agreement, provided the Association President has been given a written copy of any such adjustment, and the bargaining representative be given an opportunity to be present at such adjustment.

3.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications.

For those employees housed in a local district, the immediate supervisor shall be the Director.

For those employees not assigned and housed in any one local district, the immediate supervisor shall be the Director.

If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

A. The grievant or Association shall present the grievance in writing within twenty (20) days of the date the employee becomes aware of the occurrence of the event giving rise to the grievance, specifying the article, and clause alleged to have been violated and stating the remedy sought, to the Director. The Director shall arrange for a meeting to take place within ten (10) days after the receipt of the grievance by the Director. The Association and the grievant shall be provided a written answer to the grievance within ten (10) days after the meeting, including the reasons of or the decision but such reasons shall not be grievable nor subject to the grievance procedures.

B. If the grievance is not resolved at Step A, the aggrieved or the Association may refer the grievance to the Executive Board within ten (10) days after the receipt of the Step A answer. A subcommittee of the Executive Board shall arrange a meeting to take place within ten (10) days of the receipt of the appeal. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the subcommittee's written response including the reasons for its decision, but the reasons shall not be grievable or subject to the grievance procedure.

C. If the Association is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the subcommittee's written reply, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Executive Board within thirty (30) days of the date of the Step B answer, then the grievance shall be deemed withdrawn. If within fifteen (15) days of the filing of the demand for arbitration with the Executive Board the parties

cannot agree on the source of an arbitration list, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

1. The opinion of the arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority shall be strictly limited to deciding only the issues presented to her/him in writing by the Cooperative and the Association, and the arbitrator's decision must be based only upon her/his interpretation of the meaning or application of the express relevant language of the Agreement.

2. Each party shall bear the full costs for its own representation in the grievance procedure.

3. If either party requests a transcript of the proceedings, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Cooperative and the Association.

4. Each party shall share equally the cost of the arbitrator and the AAA.

3.3 **Variations**

A. Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.

B. Any investigation, handling, or processing of any grievance by the grievant or the Association shall be conducted so that instructional programs and related work activities of the grievant or the work staff are not interrupted. However, should a grievance meeting or arbitration be scheduled by the Employer during work time, the grievant and her/his Association representative shall be released without loss of pay or benefits.

C. By mutual agreement between the Association and the Director, any step of the grievance procedures may be bypassed, and the grievance brought directly to the next step. By mutual agreement between the Director and the Association, a grievance may be submitted directly to arbitration.

D. Class grievances involving one or more employees may be initially filed by the Association at Step A.

E. The Employer acknowledges the right of the employee to have any Association representative present at the informal step, Step A, and Step B of the grievance procedure. The employee shall have the right to have any Association representative present during any grievance proceedings at Step C. No employee shall be required to discuss any grievance if the Association representative is not present, if one is requested.

F. No reprisals shall be taken by the Executive Board or an administrator against an employee because of their participation in a grievance.

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

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

I. The Cooperative shall not be bound by decisions made by persons who are not employees of the Cooperative with respect to the terms and conditions of this Agreement, other than as provided at Section 3.2(C) herein. The parties agree that the Cooperative or its designee shall have the authority to supersede decisions made by persons who are not employed by the Cooperative, other than as provided at Section 3.2(C) herein.

ARTICLE 4 - EMPLOYEE AND ORGANIZATION RIGHTS AND RESPONSIBILITIES

4.1 Right of Representation

Whenever an employee is required to appear before a Superintendent, the Director, or the Executive Board to discuss the termination of the employee, reduction in salary, suspension, or when written record is kept, the employee shall have the right of an Association representative, if one is requested, at such conference. Prior to the scheduled meeting, the employee shall be given written notice of the meeting within two Region office business days. The reason(s) for the meeting shall be included with such notice.

Whenever an employee is requested to appear before the Director to discuss the termination of the employee, reduction in salary, suspension, or a written reprimand which states an employee's continued actions, or when actions will lead to dismissal or suspension without pay, the employee shall have the right of one local Association representative, if one is requested, at such conference. The responsibility of getting a local representative rest with the employee. Specifically excluded from the right of representative are formal and informal evaluation conferences.

4.2 Personnel File

Only one official personnel file shall be maintained for each employee, and said file shall be kept at the Cooperative office.

Each employee shall have the right to review the contents of said employee personnel file (except for that material in the file which is exempted from review by the Illinois Personnel Review Records Act) within two Region III central office business days from receipt of the written request. Employees can view their personnel file during non-work time and when it does not interrupt the normal workday. Anytime the employee reviews his/her personnel file, s/he shall notate such review.

The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material.

An employee shall have the right to have a witness present when reviewing his/her personnel file. In addition, if the employee requests in writing, copies of any material from the personnel file, copies will be provided to the employee at the time of such review, if possible. The employee shall pay for the cost of copying such material.

Employees shall not remove any material from said file and must review the contents of the file in the presence of the Director of the Cooperative or designee. No negative evaluation materials which will be used by the Cooperative to dismiss an employee shall be placed in the file unless the employee has received a copy of such material.

Upon written request, the employee shall receive a copy of any material contained in the file, at no cost, which will be used by the Executive Board for an employee dismissal for remediable cause.

No material may be used for formal disciplinary action against an employee which has not been placed in the employee's personnel file unless the employee has been given a copy.

ARTICLE 4-

4.3 Employee Notification of Assignment

Certified staff shall be given notice of their tentative teaching assignment at least sixty (60) days prior to the beginning of the forthcoming school year.

In the event a certified staff employee's assignment is changed during the school year, the employee shall be notified of the change in assignment at least five (5) days prior to the change in assignment. If any change in assignment is unacceptable to the employee, the employee may resign without prejudice.

Educational support personnel shall be given notice of their tentative assignment at least thirty (30) days prior to the beginning of the forthcoming school year.

In the event an ESP employee's assignment is changed during the school year, the employee shall be notified of the change in assignment at least two (2) days prior to the change in assignment. If any change in assignment is unacceptable to the employee, the employee may resign without prejudice.

4.4 Board Agenda

During the regular school year, a copy of the agenda for all regular and special Executive Board meetings will be mailed or emailed to the Association President. During the summer months, when school is not in session, a copy of the agenda for all regular and special meetings will be mailed or emailed to the Association President's address if the Association provides the necessary self-addressed stamped envelope. The copy of the agenda will be mailed or emailed to the Association President at the same time as the agenda is mailed or emailed to the members of the Executive Board.

4.5 Board Minutes

A copy of all official open Executive Board minutes will be posted on the Region III website.

4.6 Pertinent Information

By February 1, the Executive Board shall provide the Association with a copy of the seniority list of employees of the Cooperative and a scattergram of employees, if applicable. The sequence of Honorable Dismissal will be submitted to the Association 75 days before the end of the school year, according to the district with the earliest date of dismissal, as stated in 105 ILCS 5/24-12.

The Annual Financial Report, Annual Budget, and Audit can be found on the Region III website or ISBE website.

4.7 Names and Schools of Employees

Names and schools of all employees shall be provided to the Association by September 15 of each school year. Names and schools of newly hired employees shall be provided to the Association within fourteen (14) calendar days after their hiring.

4.8 **Association Leave**

In the event that the Association desires to send representatives to a state, regional, or national conference, these representatives shall be excused without loss of salary provided the Association reimburses the District for the cost of substitutes. The Association shall be limited to a maximum of five (5) days per school year, not to exceed three (3) days. No more than two (2) employees per day shall be excused for said leave.

Notification of such leave shall be submitted in writing to the Director of the Cooperative at least fifteen (15) school days in advance of the date of the leave.

4.9 **Printing of Agreement**

Within thirty (30) days of the adoption of the Agreement by the Executive Board, copies of the Agreement shall be emailed to the Association and copies of the Agreement shall be printed for the Board.

4.10 **Use of Facilities**

The local Association shall have the right to use school facilities at a time when school is not in session provided that such meetings do not interfere with instructional and/or extracurricular programs. For employees housed in a specific school district, prior approval must be given by the local Superintendent. For those employees not assigned to a specific district, prior approval must be given by the Director in order to use the administrative office. The local Association shall make its request to the local Superintendent or the Director at least seventy-two (72) hours prior to the scheduled date of the meeting.

4.11 **Authorized Representatives on Campus**

Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business before and after the employee's workday and during the employee's duty-free lunch period provided they notify the principal's or Director's office. The presence of the authorized representative shall not interfere or disrupt the instructional or extracurricular programs of the district.

4.12 **Use of Bulletin Boards**

The Association shall have the right to use a portion of an administrator designated bulletin board in a common work or break area of the facility in which they are housed. Documents to be posted must be approved by the Administration.

4.13 **Use of Inter-School Mail**

The Association may use the local school district mailboxes for distribution of material relevant to Association matters in the mailboxes of Region III employees. The Association may also use the Region III employees e-mail addresses for distribution of material relevant to Association matters.

ARTICLE 4-

4.14 **Payroll Deductions**

Employees shall have the right to authorize payroll deductions for the following:

A. Tax Sheltered Annuity
B. Dues Deductions
C. Flex Accounts
D. Supplemental Insurance
E. HSA-Health Savings Account

Employees shall be limited to two (2) authorization changes per program per year. Such changes can only occur in the months of January and September and the employee must inform the Board with at least ten (10) working days' notice. Change shall be defined as enrollment or any change in the amount of money deducted or cancellation at any time during the work year. Changes must comply with the plan documents and/or carrier's guidelines.

4.15 **Annuity Programs**

The employer retains the right to restrict the number of active annuity programs to four (4) in number. If an annuity slot becomes available, dropping the active annuity program limit below four (4), then new annuity programs can be started by any employee(s), raising the active annuity limit back to four (4). Additional annuity programs, beyond the four (4) active annuity program limit, may be added for payroll deduction purposes if four (4) or more employees make such a request to the Executive Board.

Clarification - It is expected that employees will review active program(s) prior to requesting a new annuity program being started.

4.16 **Organization Dues, Payments and Contributions.**

The board shall, upon written request of an employee, withhold from the compensation of that employee any dues, payments or contributions payable by such employee to an employee labor organization as defined in the Illinois Educational Labor Relations Act. Under such arrangement, an amount shall be withheld from each regular payroll period which is equal to the pro rata share of the annual dues plus any payments or contributions and the board shall transmit such withholdings to the specified labor organization within 10 working day from the time of the withholding.

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 legal counsel, provided:

The employer gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and

The employer gives full and complete cooperation to the Association and its counsel in securing the given evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

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 compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the employer or the employer's imperfect execution of the obligations imposed upon it by this Article.

4.17 Labor Management Cooperation

The Association, Director, and Executive Board designee, where appropriate, will cooperate in establishing meetings to address issues and concerns during the life of this agreement. Either party may submit agenda items and will establish a mutually agreed upon time to discuss the agenda. The format should follow the philosophy of the communication lab.

The philosophy of the communication lab is similar to the roundtable discussions. The purpose is to enhance communications and assist in identifying issues and concerns without proposing solutions.

ARTICLE 5 - CONDITIONS OF EMPLOYMENT

5.1 Employees Housed in Only One District

Each program shall follow the school calendar of the district in which it is housed, unless otherwise notified before the start of the school year. If any changes occur such as boil orders, heat days, Acts of God, Administrative decisions, etc....the director will be notified.

5.2 Workday Certified Staff

Certified staff will work a minimum 37 ½ hours per week, inclusive of a duty-free lunch, and follow a daily time frame that meets the needs of their student population and the needs of the district they service as agreed to by the director and certified staff. All time frames should be consistent among all certified staff in each building as serves the best needs of the students. All certified staff shall attend the Region III beginning of the year meeting in exchange for time designated by the Director. This may include 2 Parent Teacher Conference evenings or an institute day.

5.3 Workday - Itinerant Teachers

Region III certified itinerant employees who are not assigned to a particular school district, e.g. Psychologist, Social Worker, and the Itinerant Visual and Hearing Impaired Teachers, Behavior Coach, and Speech & Language Pathologist will work a minimum of 37 1/2 hours per week, inclusive of a duty free lunch, and follow a daily time frame that meets the needs of their student population and the needs of the district they serve as determined by the Director.

5.4 Exceptions to Work Day - For All Certified Staff

In addition to the regular workday, certified staff shall be responsible for:

A. Domain Meetings
B. IEP Conferences
C. Parent/Teacher Conferences
D. Due Process Hearings
E. In-Service Meeting
F. General Staff Meetings Called by the Director
G. Meet the Teacher Night

If a certified staff member is required to attend meetings on dates designated as non-workdays on the school calendar, they will be compensated based upon a per diem rate of their salary or pro rata amount thereof if less than a full day.

A certified staff member may request an administrative workday in the event of excessive workload expectations, as deemed appropriate by the director. The director will give written approval of this workday if a substitute is available, which can be taken in 1-2 half days or one full day, not to exceed one workday within one school year. The certified staff member must be present at the school building or Region III Office on that workday.

5.5 Workday - Educational Support Personnel

Workday for educational support personnel shall be as follows: ESPs hired prior to 2010 will work 7.5 hours inclusive of an unpaid thirty (30) minute duty free lunch per student day. ESPs hired after 2010 will work seven (7) hours inclusive of an unpaid thirty (30) minute duty free

lunch per student day.

All non-certified staff in each building should be on a consistent schedule. These hours should be determined by their building's certified staff and the Director to best meet the needs of the building programs.

The number of workdays shall equal the number of student attendance days plus 11 holidays. All ESPs will attend the beginning of the year meeting instead of working two parent teacher conference evenings. For any ESP in a program that has four parent teacher conference evenings in the school year, the ESP will work one day before the first student attendance day, to be scheduled with the classroom teacher, if relevant.

Any ESP who is involuntarily moved during the school year to a different school district will be paid their regular rate for any additional days worked due to differences in the school calendars. If a transfer causes an employee to lose days due to such a move, they will be assigned additional days to make up lost days.

All ESPs will be available for other duties as assigned after Region students have gone home.

Region III has the ability to hire part-time ESPs for less than 6 ½ hours per day or less than five (5) days per week. The part-time employee may apply for any full-time position that becomes available provided that employee is qualified for the new position.

When schools are closed due to an emergency weather, or Act of God days, employees will be paid their regular rate for such days unless the day is rescheduled. These rescheduled institute days can be exchanged for personal days upon prior approval of the director.

Any days in excess of two that are not made up by the district will be repaid to the Cooperative in the form of institute days at the rate of one institute day per two days that are beyond the first two days (i.e., day 3, day 6, day 9) will be considered institute days paid to the Cooperative.

These rescheduled institute days will be rescheduled by the director.

5.6 Work Year - Itinerant Employees Assigned to the Director

Itinerant teachers who are assigned to the Director shall follow a calendar and work year established by the Director. For such employees, the work year shall not exceed one hundred eighty (180) full teacher responsibility days. The Director can require an employee to work a fractional part of a day and such fractional days shall not be counted as a full day of work.

5.7 Professional Conferences

Region III employees must request permission to attend a professional conference by filling a pre-approved form at least one (1) month in advance of the conference.

The Executive Board may approve the use of a professional conference and may base its decision on one or more of the following guidelines:

A. The conference must be appropriate to the employee's area of responsibility.

B. The employee is directly involved in the conference program.

C. There is direct benefit to the Cooperative by providing an in-service to colleagues scheduled with the director.

D. The employee has paid the required dues and is an active member of the sponsoring organization.

If the director grants permission for attendance, Region III shall be responsible for registration fees, up to Nine and 00/100 Dollars ($9.00) for breakfast, Thirteen and 00/100 Dollars ($13.00) for lunch, and Twenty-one and 00/100 Dollars ($21.00) for dinner and, if appropriate, One Hundred and 00/100 Dollars ($100.00) toward lodging. If an employee attends an all-day conference which requires all three (3) meals, the employee may choose to have the Cooperative reimburse the employees up to Forty-Three and 00/100 Dollars ($43.00) for all meals. For conferences in the Chicago metro area (Cook and DuPage Counties), the Cooperative shall increase its lodging allowance to One Hundred and Twenty and 00/100 Dollars ($120.00). These limits may be waived at the discretion of the director. Reimbursement shall be made upon submission of appropriate receipts.

If permission is granted for the employee's use of their automobile, the Cooperative shall reimburse the employee's mileage equal to the IRS rate.

In an effort to help staff secure CEU & CPDU hours, reimbursement may be waived by Director and employee per written agreement signed by the Director and the employee. The Association President will be advised accordingly.

5.8 Employee In-Service Training

A. An on-going In-Service Committee of Representatives/Designees from the Association and the Cooperative's Executive Board shall determine appropriate in-service training, including needs timelines, prioritization, and method of funding as referenced in 5.6 Professional Conferences, and shall annually present the recommendations to the Cooperative's Board by the Director.

B. The Region shall offer two (2) In-Service Trainings for all staff during the school year.

C. Committee will meet prior to the end of the school year for the following school year.

5.9 Internal Substitutions

A teacher who is assigned responsibility for another teacher's class in addition to their own classroom responsibilities shall be paid in addition to their regular salary the current daily substitute rate for the day or a pro rata amount for the time worked if less than a full day. If two (2) or more teachers share responsibilities for another teacher's class, they shall share the substitute rate on the same pro rata basis.

5.10 Dress Code

All employees shall follow the dress code described below.

All employees will dress appropriately for the school setting. Clothing must cover private areas at all times while bending, kneeling, or leaning down. Clothing should allow an employee to

move as needed. Pants, capris, dresses, and skirts are acceptable. Pants cannot have holes in them or any tear or worn area. Shorts are not allowed. Shoes should be clean, comfortable, and attached securely to the employee's feet. Jewelry that hangs from the body is not acceptable. Employees can wear alternative, appropriate clothing if performing activities or duties that may soil or stain personal clothing. Employees are required to have a clean and presentable change of clothes if engaging in formal meetings, or not currently involved in the alternative activities and duties.

Dress Down Fridays
Employees are welcome to wear jeans and shorts of appropriate length on Fridays. However, if an employee is housed in a district building, they must follow the districts casual dress policy.

Special Days
Special Days established by the program or school district in which the program is housed may impact this dress code and will be accepted by the Director.

5.11 Paraprofessional License

All employees hired as paraprofessionals are required to apply for a paraprofessional license and show proof of issuance before their first day of employment is scheduled. After 12 months of continued employment Region III will reimburse the paraprofessional the license fee and registration.

ARTICLE 6 – SENIORITY

6.1 **Seniority**

A. Certified Staff

After certified staff attains contractual continued service, part-time employment shall count on a pro rata basis. For certified staff, seniority is the length of continuous service starting with the day of executive board approval. Seniority shall be applicable only upon attaining contractual continued service (tenure). When computing seniority, only full years of service which constitute 120 days or more shall be counted prior to earning tenure.

B. Educational Support Personnel

For educational support personnel, seniority is the length of an ESP's service starting with the day of Executive Board approval. In order for an ESP to claim seniority rights, they must be placed by the Cooperative on a permanent status.

After an ESP has successfully met the probationary period, any part-time employment shall count on a pro rata basis when computing seniority.

When an ESP transfers to a different job category, they will accrue seniority in the new job category as in the case of any new ESP while continuing to accrue cooperative seniority.

An ESP who is designated as an Interpreter, shall be paid according to the Interpreter's salary schedule. They must possess the required certificate and be placed with a student who requires the services of an interpreter as documented on the student's current IEP.

C. The parties agree that no employee who was employed by the Cooperative prior to the effective date of this Agreement shall have any of their previously accrued seniority reduced as a result of the provisions of this Agreement.

D. Seniority is lost upon the following:

1. Resignation
2. Dismissal
3. Retirement

Seniority is retained, but shall not accrue, during the following:

1. Unpaid leave of absence
2. Unpaid sick leave
3. Period of layoff as established by the Agreement

Seniority continues to accrue during the following:

1. Paid leave of absence
2. Temporary disability under IMRF or TRS, whichever is applicable.

By February 1, annually, the employer shall publish a seniority list for each of the job categories. The Association President shall receive one (1) copy of the list on or before February 1. Employees shall be responsible for updating the certificates and notifying

the Regional Director of any additional certificates the employee has earned. It shall be the responsibility of the employee to show proof (ISBE endorsement) of additional certificates earned by March I, annually. After March 1, annually, the seniority list shall be deemed accurate, and no additional changes shall be made.

Seniority lists shall be published for the following job categories:

1. Teachers
2. Speech Language Pathologists
3. Psychologists
4. Social Workers
5. Behavior Coach
6. Occupational Therapy Assistants
7. Physical Therapy Assistants
8. Paraprofessionals
9. Audiologists
10. Interpreters
11. Vision Aides (Must meet adequate skills as determined by Director or Designee)
12. Fluent Signers (Must meet adequate skills as determined by Director or Designee)

6.2 Sequence of Honorable Dismissal

If two or more certified staff members in one rating category have the same average performance evaluation rating, then recall will begin with the teacher with the longer length of continued service to include days of service

6.3 Recall - Educational Support Personnel

If the Cooperative increases the number of ESP's or has an ESP resign after a layoff, the Executive Board shall first offer re-employment to any full-time ESP laid off with recall rights as provided by the Illinois School Code in reverse order of layoff (i.e., most senior laid off ESP in affected classification recalled first). This Section shall also be inapplicable if the Director determines that the position to which an ESP will be hired or recalled requires special qualifications as described under Section 6.1E.

6.4 Recall - Certified Staff

If the Cooperative increases the number of certified staff, the Executive Board shall follow the sequence of honorable dismissal in reverse order.

6.5 Waiver of Recall Rights

Failure of the employee to respond within ten (10) calendar days, after the mailing of the Board's letter to recall sent by certified mail to the employee's address on file with the Executive Board recalling such employee, shall result in termination of the employee's right to recall hereafter.

ARTICLE 6-

6.6 Retained Rights After Recall

Employees who are recalled shall not lose their accumulated sick leave nor lose their position on the salary schedule (where applicable) that they had earned prior to the employee's honorable dismissal.

6.7 Notification of Honorable Dismissal of Educational Support Personnel

The Executive Board shall notify those ESPs whose positions have been eliminated due to a reduction in force. The Executive Board shall inform an ESP of an honorable dismissal in accordance with the timeline(s) stated in the School Code of Illinois.

If the Executive Board decides to reduce the number of ESP positions during the school year, the Executive Board shall inform the affected ESP prior to the employee's honorable dismissal in accordance with the timeline(s) stated in the School Code of Illinois. In such event, probationary ESPs shall be dismissed first by categories as listed in this Agreement prior to the honorable dismissal of any ESP placed on a permanent status.

It shall be noted that notification and honorable dismissal only pertains to members of the ESPs who are on permanent status. Probationary employees shall have no seniority or bumping rights as stated in this Agreement.

6.8 Vacancy Notice

Region III Office will send vacancy notices to all employees by email. An employee who wishes to apply for a vacant position may do so by informing the Director in writing of the employee's desire to do so.

A vacancy shall be defined as a bargaining unit position which is presently unfilled, a newly created position, or a position which is currently filled but is anticipated to open in the future.

During the school term, a vacancy shall be posted for at least seven (7) business days and, during that time, an employee may apply for the position. During the summer, a vacancy shall be similarly posted except that there shall be no posting requirement for any vacancy that occurs between August 1 and the date on which the opening day Region III Staff Institute is held. Any vacancy posted under this Section shall include the type and location of the work, starting date, relevant pay information, job description, qualification, and the total workday hours per day.

6.9 Application Procedure

Any employee may apply for a vacant position. Such application shall be in writing and submitted to the Director or designee. Each bargaining unit applicant possessing the qualifications listed on the vacancy notice will be considered for an interview. The Executive Board shall consider such applicant's written request, but the final decision as to whom to employ rests with the Executive Board. All applicants will receive notice of the Director's decision. Nothing in this article prevents the Cooperative from hiring a temporary employee to fill a vacant position prior to the permanent replacement of the position. The board will make every effort to fill the vacancy within 30 school days.

ARTICLE 7 - EMPLOYEE EVALUATION

7.0 Evaluations - Employee Right to Respond

A. All employees of Region III will be evaluated according to the schedule. The evaluator will be a qualified employee of Region III Special Education Cooperative. For COTA and PTA staff, the supervising OT and PT therapists will collaborate with the evaluator and sign off on the evaluation in addition to the director. Evaluating should be impartial and consistent and follow the model chosen by the evaluation committee. All remediation steps will be listed in writing in the evaluation plan before any employee is evaluated in a given school year. These remediation steps must be implemented in proper order before any employee is terminated.

B. The employee shall have the right to challenge any part of an evaluation and receive a copy of the evaluation. The employee shall be provided the opportunity to sign the evaluation. However, this signature does not indicate approval or agreement, but indicates the employee has seen the evaluation.

7.1 Evaluation Committee - Certified Staff

An Evaluation Committee, consisting of (2) two administrative representatives and three (3) representatives appointed by the Association, shall be established.

The Evaluation Committee shall provide input in the revision of the evaluation plan to the administrative representatives. The input provided the administrative representatives shall be advisory and the decision as to the adoption, implementation or modification of the plan shall be final and not subject to the grievance procedure.

All Region III certified staff will be given a copy of their respective evaluation plan, which will include employee's job description, on their first day of work.

7.2 Job Descriptions - Educational Support Personnel

All Region III educational support personnel will be given a copy of their respective evaluation plan, which will include employee's job description, on their first day of work annually.

7.3 Legal Responsibility

Employees will be indemnified and held harmless in carrying out job assignments consistent with Board policies. Such Board policies and legal responsibilities will be made known to all employees where available and applicable.

ARTICLE 8 – LEAVES

8.1 Sick Leave

A. Full time certified employees who work 180 days per school year and non-certified employees who work 176 student attendance days shall be entitled to thirteen (13) days of sick leave per year and accumulated up to 340 days for certified staff (per TRS 340 days = 2 years) and 240 days for non-certified staff (per IMRF 20 days = 1 month, 240 days = 1 year). Any employees working less than full time will have sick leave prorated. An employee with 18-25 years of service will receive 16 days of sick leave. An employee with 26 years of service and beyond will receive 19 days of sick leave.

Sick leave shall be interpreted to mean personal illness, mental health, quarantine at home, or serious illness or death in immediate family, adoption, or placement for adoption.

The Cooperative may require a physician's certificate during a leave of absence of more than three (3) days for personal illness, or as it may deem necessary in other cases.

Disabilities caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the employee may use sick leave days to the extent that the employee has them.

Non-cumulative funeral leave, not to exceed three (3) days per family member, will be allowed to employees for cases of death in the immediate family. Such leave will be in addition to current sick leave.

If an employee has exhausted his/her personal leave for the school year, the employee may use one (1) day of accumulated sick leave per year to attend the funeral of any person other than the immediate family. An employee may also use one sick day in the case of a personal emergency. This leave is intended to cover natural or man-made conditions that could not be anticipated by the employee.

Region III employees, when employed for Region III summer school programs, will be allowed to use accumulated sick leave in accordance with Article 8, Section 8.1, of this agreement during the summer school session.

B. Upon retirement, up to 40 days of sick leave for certified staff who have 10 or more years of service with Region III, shall be purchased by the Region at the rate of $60.00 per day. Payments under this provision shall be made in the form of a severance payment made 60 days after the employee's last day of work or last paycheck, whichever occurs later. The unused sick day payments are not intended by the parties to be creditable earnings under the Teacher Retirement System. Sick leave days applied to TRS for service credit or awarded as part of the sick leave retirement incentive shall not be eligible for purchase.

Upon retirement, up to 40 unused sick leave days of non-certified staff who have ten (10) or more years of service with Region III, shall be purchased by the Region at the rate of $30.00 per day. Sick leave days applied by the ESP to IMRF for service credit shall not be eligible for purchase.

ARTICLE 8-

8.2 Notification of Accumulated Sick Days

At the beginning of each school year, each employee shall be notified of the number of

accumulated sick leave days. Notification shall be given the employee on the employee's first paycheck.

8.3 Personal Leave

Each employee shall be entitled to two (2) personal business days provided the following conditions have been met:

A. Employees shall submit a written request at least three (3) days in advance of the leave.

B. Personal leave may be granted for personal business or emergency matters which cannot be completed beyond the regular workday.

C. Personal leave may not be used in increments of less than one-half (1/2) day at a time.

D. Personal leave shall not be granted on the day immediately preceding or following a legal holiday. The Director may waive the above restriction at his/her sole discretion, and the denial of such request is not subject to an arbitrator's ruling or decision.

E. No more than two (2) employees per building may use personal leave on the same day.

F. One unused personal leave day may be carried forward to the following school year. Any additional personal leave day that is not used by the end of the school term shall be allowed to accumulate as sick leave.

8.4 Jury Duty

When an employee is called for jury duty or subpoenaed to appear as a third party witness by a court of law, the employee shall be granted leave with full pay, but the employee shall reimburse the Cooperative the amount received for jury duty.

8.5 General Leave of Absence Without Pay

Leaves of absence without pay may be granted to tenured teachers or employees on permanent status who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the Cooperative as determined by the Board.

Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of operations of the District. Leaves of absence without pay for not more than one year may be granted to teachers or employees on permanent status according to the following conditions:

A. Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board. The ninety (90) days parameter may be waived by then Executive Board.

B. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.

C. The employee shall inform the Director of his/her intent to return to a similar position for the following school year not later than February I; any employee who does not inform the Director shall be deemed to have resigned and abandoned all employment with the employer.

D. A teacher on a leave of absence without pay shall not lose tenure. An unpaid leave of absence shall not count when determining District seniority.

E. Employees on such leave may continue insurance benefits subject to the insurance carrier and if they reimburse the District the costs of the insurance premium at least ten (10) days prior to the due date.

8.6 FMLA

An eligible employee may use unpaid family and medical leave (FMLA leave), guaranteed by the federal Family and Medical Leave Act. The U.S. Department of Labor's rules (federal rules) implementing FMLA, as they may be amended from time to time, control FMLA leave. Eligibility will follow the requirements set forth by law. An eligible employee may take FMLA leave for up to a combined total of 12 weeks each 12-month period, on a rolling 12-month period measured backward from the date the employee uses any FMLA leave so that the remaining leave entitlement is the balance of the 12 weeks that has not been used during the immediately preceding 12 months. Further Information regarding FMLA can be found in the Region III Policy Manual, 5:185.

8.7 Unpaid Time Off

An employee may request unpaid time off to be approved by the director after personal days are used. One (1) person per building, no more than five (5) days. One (1) request per year. Any days beyond five (5) days are subject to discipline.

ARTICLE 9 – HOLIDAYS-EDUCATIONAL SUPPORT PERSONNEL

9.1 Institute Days

All ESPs will attend the Region III Cooperative beginning of the year meeting instead of working two parent teacher conference evenings. For any ESP in a program that has four parent teacher conference evenings in the school year, the ESP will work one day before the first student attendance day, to be scheduled with the classroom teacher, if relevant.

9.2 Holidays

All Region III ESPs shall be paid for 11 holidays including, Labor Day, Columbus Day, Election Day, Veterans Day, Thanksgiving Day, Day After Thanksgiving, Christmas Day, New Year's Day, Martin Luther King Day, President's Day and Memorial Day. On years when election day is not observed, Spring Day will replace Election Day.

If a Region III ESP is housed in a district which excludes any of the above holidays then ESP will be compensated at regular pay for any of those holidays.

9.3 Holiday Pay

For those ESP's who receive paid holidays, they must meet the following requirements in order to qualify for holiday pay:

A. The ESP must work within the payroll period during which the holiday occurs.

B. The ESP must work the last scheduled working day before the holiday and the first scheduled workday after the holiday. However, if an ESP is not able to work the last scheduled working day before the holiday and the first scheduled workday after the holiday because of personal illness, holiday pay will be granted provided written documentation is provided from a doctor covering the date in question. The written documentation will be provided to the Cooperative at the ESP's expense. The Director may waive the above restriction at his/her discretion, without creating a practice or a precedent.

C. The ESP must have been employed by the Board for at least three (3) months before holiday pay can be received.

D. Regular part-time ESP's will receive holiday benefits on a pro rata based upon the average number of hours worked per week divided by thirty-five (35).

ARTICLE 10 - EMPLOYEE DISCIPLINE

10.1 Records

Intentional falsifications of records or application forms are grounds for immediate dismissal.

10.2 Just Cause – Employees

The parties agree that for remediable offenses of staff, the Executive Board shall follow the practice of progressive discipline. No staff person shall have a written warning or suspension without pay taken against them except for just cause. Dismissal of certified staff in contractual continued service and teacher evaluations are neither subject to the grievance procedure nor a decision of an arbitrator.

10.3 Probation for Educational Support Personnel

A newly hired ESP, who has not previously been in the service of the Cooperative, shall be a probationary ESP for the first Ninety (90) days of their employment, and within that Ninety (90) days, may be discharged at any time without notice, compensation, or assignment any reason whatsoever. For purposes of this article, "days" are considered workdays.

10.4 Termination of Employment

A. The employment of an employee may be terminated for cause upon action of the Executive Board. However, employees who are terminated because of financial reductions or the elimination of positions shall be reduced in accordance with Article 6 of this Agreement.

B. Reasons for termination of employment shall be presented to the Executive Board in writing prior to any termination action. A copy of such reasons shall be supplied to the employee concerned prior to any termination action.

10.5 Discipline Procedures

Disciplinary action will be progressive and, except for gross misconduct, in accordance with the following schedule. The sequence and necessity for the following steps will be determined by the Director or designee depending upon the circumstances of each case.

Employee has the right to request union representation for any disciplinary meeting.

A. Verbal Warning with Documentation
B. Written Warning
C. One to Five Day Suspension without Pay
D. Five to Ten Day Suspension without Pay
E. Discharge

ARTICLE 11 - COMPENSATION AND RELATED PROVISIONS

11.1 **Salary - Certified Staff**

A. Certified staff shall be compensated in accordance with the salary schedules appended to this Agreement.

2022-2023: Certified staff will receive a 3% increase in salary

2023-2024: Certified staff will receive their step plus $200.00

2024-2025: Certified staff will receive their step plus $200.00

B. All in-services offered on non-attendance days will be paid at $100.00 per half day (up to 4 hours)

C. For extended school year, certified staff will be paid $32.00 per hour.

D. Only coursework for Post Bachelor's Degrees and Post Master's Degrees completed through a regionally accredited college or university, as listed by the Illinois State Board of Education, will be approved. For appropriate placement on the salary schedule, an official transcript must be on file by the first day of October in the school year in which payment will be made. Documentation showing credit hours have been approved by the Director in advance as hours relating to the teaching position or to the professional development of the certified employee seeking movement on the salary schedule must be provided. Undergraduate credit earned after the Bachelor's Degree that is required for Illinois Certification as a teacher shall not be applicable for salary credit. Graduate credit earned before the Master's Degree is obtained shall not apply to horizontal advancement on the salary schedule beyond the Master's Degree. Coursework required for a Master's Degree Program in the field of education will be approved.

E. Extra Duty- If certified staff are required to attend a special event for student support, a $50.00 stipend will be paid.

11.2 **Salary-Educational Support Personnel**

A. 2022-2023 Interpreters, COTAs, PTAs, and Audiologists will receive a 3% increase in salary. 2023-2024 Interpreters, COTAs, PTAs, and Audiologists will receive a step plus $200 increase. 2024-2025 Interpreters, COTAs, PTAs, and Audiologists will receive a step plus $200 increase.

B. ESPs, not listed in "A" shall be compensated in accordance with the salary schedule appended to this Agreement.

C. All ESPs shall be hired in at the first step on the pay scale according to the contract agreed upon regardless of experience.

D. An employee must have been employed before January 1, to count the hire in year as year one (1) of employment. Anyone hired January 1 or later will not count year one (1) until the following school year.

E. All in-services offered on non-attendance days will be paid at $50.00 per half day (up to 4 hours) for support staff except for the audiologist, who will be compensated at $100.00 per half day (up to 4 hours).

F. Overtime-If the Director requires an ESP to work in excess of forty (40) hours per week, the ESP shall be compensated at one and one-half (1-1/2) times their hourly rate or be given compensatory time off at the one and one-half (1-1/2) times rate.

G. For extended school year, ESP's will be paid $17.00 per hour.

H. For extended school year, Physical Therapy Assistants and Occupational Therapy Assistants will be paid their current hourly rate.

I. Extra Duty- If ESPs are required to attend a special event for student support, a $50 stipend will be paid.

2022-2023: See attached salary schedules

2023-2024: See attached salary schedules

2024-2025: See attached salary schedules

11.3 **Pay Dates**

Employees' paychecks shall be available on the fifteenth (15th) day of each month. If the fifteenth (15th) falls on a non-workday, the employee shall receive his/her paycheck on the previous workday.

11.4 **Number of Pay Dates**

All Region III employees shall receive their paychecks once per month in either ten (10) or twelve (12) installments as designated by such employee at hire date with an irrevocable election. Any adjustments to pay will be made on a pro-rata basis, unless otherwise agreed to by the employee and the administration. Payroll correction will be made in June unless all sick leave /personal leave has been exhausted in which case each month will be adjusted based on number of days remaining on the employees contract.

11.5 **Health Insurance**

A. The Board shall pay up to $575.00 per month toward the individual's premium for health/hospitalization, vision, and dental insurance for the 2023-2025 contract. If a family or dependent plan is taken, that same amount shall be applied toward the plan.

Eligibility in the Cooperative Insurance Program shall be determined by the insurance carrier.

According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to shelter premium contributions to the major medical/health insurance plan of the Cooperative may do so by completing the appropriate election form provided by the Cooperative.

The employee agrees to follow all the rules and regulations of the Internal Revenue code regarding sheltering such contributions. The Executive Board shall not be responsible for the failure of the above plan to meet the written, enforceability requirements, etc. as determined by the Internal Revenue Code. Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this agreement to the extent it violates the ruling or opinion.

B. The Executive Board will purchase an additional Life Insurance Policy in the amount of $50,000 for those employees not participating in the Cooperative Health Insurance Plan, not to exceed fifteen dollars ($15.00) per month. Life insurance is subject to policy age restrictions.

C. The Association will have the right to solicit bids from other carriers and change carriers if membership votes to change. Any cost incurred to change carriers beyond the contractual amount will be incurred by the membership.

D. Any employee who retires from Region III before age 65 will be eligible upon retirement to retain the Region III group insurance for individual family or spouse at the same yearly rate paid by Region III for health, dental, vision, and life insurance or any part of these until the employee becomes eligible for Medicare. All costs of any retained insurance will be paid by the retired employee.

11.6 Sheltering Retirement Contributions-Teachers

According to authority granted by the Pension Reform Act of 1974, Section 414(h)(2) of the Internal Revenue Code, the Executive Board agrees to pay to the Teacher Retirement System on behalf of each teacher, from the established compensation schedule, nine percent (9%) of the teacher's respective gross scheduled earnings. Any increase in TRS will be covered by the cooperative not to exceed (3%). Should any of the above be declared improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from this Agreement to the extent that it violates the ruling or opinion.

11.7 Sheltering Illinois Municipal Retirement Contributions - Educational Support Personnel

According to the authority granted by the Pension Reform Act of 1974, Section 414(h) (2) of the Internal Revenue Code and 40 ILCS 5/7-173.2, the Executive Board agrees to pay out of the salary four and one half (4 ½) percent of each ESP's salary to the Illinois Municipal Retirement Fund (IMRF) on behalf of each ESP as a tax-sheltered direct contribution.

Should any of the above be declared improper by an IRS ruling or opinion or by a court of competent jurisdiction, that clause or portion thereof shall be deleted to the extent that it violates the ruling or opinion.

11.8 Mileage

Mileage will be reimbursed at the current IRS rate. If any employee is required to travel between schools during their workday as part of their job, they will be reimbursed at the current IRS rate. Employees must turn in mileage sheets for reimbursement no later than December 31 of the current school year and no later than May 31 of the same school year.

11.9 Longevity

All ESPs who have fifteen (15) years or more of employment service with Region III, will be given Five Hundred Dollars ($500.00) annually, to be paid in a separate check, after the last regularly scheduled pay period in May. All Teachers who have Twenty (20) years or more of

employment service with Region III, will be given Five Hundred Dollars ($500.00) annually, to be paid in a separate check, after the last regularly scheduled pay period for May.

ARTICLE 11-

11.10 **Retirement Bonus**

After fifteen (15) years of service to Region III any Teacher eligible to retire under the Teacher Retirement System shall receive a Five Thousand and 00/100 Dollars ($5,000.00) bonus upon retirement.

However, in the event of significant change in a teacher's immediate family (e.g., death, divorce, catastrophic illness), the Cooperative in its sole discretion may allow the teacher to rescind their notice, provided the teacher return to the Cooperative any retirement benefit paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which benefit was paid.

11.11 **Educational Support Personnel Bonus Incentive**

Any ESP eligible to retire under IMRF rules shall receive upon retirement One Hundred Dollars ($100.00) per years of service with Region III.

11.12 **Retirement Incentive**

A. **3% Annual Retirement Incentive**

Any teacher eligible to retire under the Teacher Retirement System and who provides the Cooperative with an irrevocable letter of retirement effective in one (1) year shall go off the salary schedule and shall receive a 3% salary increase over the previous year's creditable earnings for the teacher's final year of employment.

Any teacher eligible to retire under the Teacher Retirement System and who provides the Cooperative with an irrevocable letter of retirement effective in two (2) years shall go off the salary schedule and shall instead receive a 3% salary increase over the previous year's creditable earnings for each of the teacher's final two (2) years of employment.

Any teacher eligible to retire under the Teacher Retirement System and who provides the Cooperative with an irrevocable letter of retirement effective in three (3) years shall go off the salary schedule and shall instead receive 3% salary increase over the previous year's creditable earning for each of the teacher's final three (3) years of employment.

B. **Teacher Request to Rescind "Irrevocable" Retirement.**

However, in the event of significant change in a teacher's immediate family (e.g. death, divorce, catastrophic illness), or an emergency beyond their control, the Cooperative in its sole discretion may allow the teacher to rescind his/her notice, provided the teacher return to the Cooperative any retirement benefit paid to the teacher in excess of the amount the teacher would otherwise have received under the salary schedule for such year(s) in which the benefit was paid.

C. **TRS 3% Limitation (by provision)**

Payments for anything beyond the teacher's regular salary under this provision shall be limited to the portion of such payments which avoids an overall increase of creditable earnings to the employee of more and 3% from the preceding year, and which avoids any TRS penalty to be paid by the Cooperative.

D. **Creditable Earnings Contingency**

The parties agree that their mutual intent is to avoid the Cooperative incurring penalties for additional contribution under the TRS rules. Accordingly, this Agreement shall be reopened for reconsideration upon written demand to bargain by either party, provided that 1) the Cooperative becomes subject to and is required to pay such TRS penalty or contribution or 2) legislation is enacted or administrative rules adopted during the life of this Agreement that affect the Cooperative's obligation to pay a penalty for creditable earnings increases under the Teacher Retirement System. Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that retiring employees shall receive to the maximum extent possible, the value of the benefits provided under the Agreement, while avoiding TRS penalties to the Cooperative.

11.13 **Reimbursement for Personal Property**

The employer shall reimburse the bargaining unit member for the loss, damage or destruction of personal property necessary for the employee's daily function such as but not limited to, eyeglasses, hearing aids etc.....

11.14 **Educational Support Personnel Retirement Incentive**

A. **4% Annual Retirement Incentive**

Whenever an ESP is first eligible for retirement without a reduced annuity pursuant to the statutory provisions pertaining to retirement under the terms of the Illinois Municipal Retirement Fund, has at least ten (10) years of service with Region III Special Education Cooperative at the time of retirement, and provides the Cooperative an irrevocable letter of an intent to retire no later than August 1 of the year in which the incentive will begin shall have his/her annual salary increased four percent (4%) for up to a maximum of three years of employment.

B. **ESP Request to Rescind "Irrevocable" Retirement**

In the event of a significant change in an ESP's immediate family (e.g., death, divorce, catastrophic illness), or an emergency beyond their control, the Cooperative in its sole discretion may allow the ESP to rescind his/her notice, provided the ESP return to the Cooperative any retirement incentive benefit paid to the ESP in excess of the amount that would otherwise have been received under the salary schedule for such year(s) in which the benefit was paid.

11.15 **Reimbursement for Tuition**

Upon written approval of an accredited college course by the Director, the tuition costs for one (1) class shall be reimbursed to certified staff with four (4) full years of service. Such reimbursement shall not exceed one class every other year per teacher and a total of $1,000.00.

ARTICLE 11-

11.16 **Reimbursement for Required Professional Certification**

The Cooperative agrees to reimburse Speech Pathologists, Audiologists, and Occupational and Physical Therapy Assistants covered by this Agreement for the actual, direct cost that is incurred so as to maintain the "additional certification" requirement that such employees must maintain in order for them to perform their regular duties and responsibilities. It shall not apply to other employees or to other professional dues and certification expenses. Cost will be paid up to $150.00 dollars per person per year.

ARTICLE 12 - TERMS OF AGREEMENT

12.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

12.2 Individual Contract

Individual contracts shall not violate the terms and conditions of the Agreement.

12.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of this Agreement.

12.4 No Strike

During the terms of this Agreement, employees represented by the Association agree not to participate, encourage, or support in whole or in part any concerted activity which would disrupt the normal operations of the school. In the event that a strike occurs in an employee's housed district, the Director may to the extent practical determine a relocation of those classrooms affected.

12.5 Management Rights

The Executive Board shall not be required to bargain over the functions of the Cooperative, standards of service, its overall budget, the organization's structure and selection of new employees and direction of all employees, provided, however, that no such right shall be exercised so as to violate any of the provisions of the Agreement.

12.6 Duration

This Agreement shall become effective July 1st 2022 and shall continue in effect until June 30th, 2025. Upon demand of either party prior to April 30th preceding the duration of this Agreement, negotiations shall begin within sixty (60) days of receipt of demand to bargain relative to changes in the Agreement for the 2022-2023, 2023-2024 and 2024-2025 school years.

12.7 Creditable Earnings Contingency

The parties agree that any TRS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in an employee's retirement annuity being fully funded by the Illinois Teacher Retirement System, without Board liability for any portion of the retirement annuity. This means that an employee's TRS creditable earnings (including but not limited to vertical and horizontal salary schedule

movement, stipends, salary increases and retirement incentives), whether under the contract or otherwise, shall not increase from one school year to the next by the amount that will impose or create Board liability for any portion of the retirement annuity or result in any Board-paid penalty to TRS.

In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation from the Board to pay additional amounts (in the form of a one-time payment or payments over time: to cover all or part of an employee's retirement annuity or cover any Board-paid penalty to TRS. Notwithstanding any contrary or other provision of this contract, including but not limited to vertical and horizontal salary schedule movement, stipends, salary increases, and retirement incentives, in the event an employee's TRS creditable earnings would increase by the amount that will impose or create Board liability in any given year of the contract that employee shall receive the maximum increase allowed under this provision.

The parties agree that their mutual intent is to avoid the Cooperative incurring penalties or additional contribution under the new TRS rules. Accordingly, this Agreement shall be reopened for consideration upon written demand to bargain by either party, provided that 1) the Cooperative becomes subject to and is required to pay such TRS penalty or contribution, or 2) legislation is enacted or administrative rules adopted during the life of this Agreement that affect the Cooperative's obligation to pay a penalty for creditable earnings increases in excess of 6% under the Teacher Retirement System. Such negotiations shall be for the purpose of negotiating appropriate revisions to assure that retiring employees shall receive to the maximum extent possible, the value of the benefits provided under the Agreement, while avoiding TRS penalties to the Cooperative.

This Agreement is signed this 15th day of June, 2022

In Witness Thereof:

FOR THE REGION III SPECIAL EDUCATION ASSOCIATION IEA/NEA

Allison Nesler
President

Valerie K. Lopez
Vice President

FOR THE MADISON COUNTY REGION III SPECIAL EDUCATION COOPERATIVE DISTRICT

Member of the Executive Board

Member of the Executive Board

Director, Region III Sp. Ed Co-op

6/29/2022

2022-2023

CERTIFIED STAFF
SALARY SCHEDULE

STEP	BS	BS/8	BS/15	MS	MS/8	MS/15	MS/24	MS/32
1	41,574	42,406	43,254	45,198	46,103	47,025	47,965	48,924
2	42,406	43,254	44,119	46,103	47,027	47,967	48,926	49,905
3	43,254	44,118	45,001	47,025	47,966	48,925	49,904	50,902
4	44,119	45,001	45,901	47,967	48,926	49,904	50,903	51,920
5	45,001	45,901	46,820	48,926	49,905	50,902	51,920	52,959
6	45,901	46,819	47,756	49,904	50,902	51,921	52,959	54,018
7	46,819	47,756	48,711	50,901	51,920	52,959	54,017	55,099
8	47,756	48,711	49,686	51,919	52,959	54,018	55,099	56,200
9	48,711	49,685	50,679	52,958	54,018	55,099	56,200	57,323
10	49,685	50,678	51,692	54,018	55,099	56,201	57,325	58,471
11	50,928	51,945	52,985	55,368	56,477	57,889	58,471	59,932
12	52,201	53,245	54,310	56,753	57,889	59,336	60,078	61,431
13	53,505	54,576	55,668	58,172	59,336	60,820	62,050	62,965
14	54,842	55,940	57,060	59,628	60,819	62,339	63,602	64,541
15	56,213	57,339	58,487	61,118	62,338	63,898	65,192	66,154
16	57,619	58,772	59,949	62,646	63,897	65,496	66,821	67,807
17	59,060	60,241	61,448	64,212	65,494	67,132	68,491	69,503
18	60,536	61,747	62,983	65,816	67,132	68,810	70,204	71,240
19	62,050	63,289	64,559	67,463	68,809	70,530	71,959	73,020
20	63,600	64,872	66,172	69,150	70,530	72,293	73,757	74,845
21	65,190	66,495	67,827	70,878	72,293	74,100	75,601	76,716
22	66,820	68,157	69,522	72,650	74,100	75,952	77,491	78,634
23	68,490	69,862	71,260	74,466	75,952	77,851	79,429	80,600
24	70,202	71,608	73,042	76,328	77,851	79,798	81,413	82,615

6/29/2022

CERTIFIED STAFF

2023-2024 SALARY SCHEDULE

STEP	BS	BS/8	BS/15	MS	MS/8	MS/15	MS/24	MS/32
1	41,574	42,406	43,254	45,198	46,103	47,025	47,965	48,924
2	42,406	43,254	44,119	46,103	47,027	47,967	48,926	49,905
3	43,254	44,118	45,001	47,025	47,966	48,925	49,904	50,902
4	44,119	45,001	45,901	47,967	48,926	49,904	50,903	51,920
5	45,001	45,901	46,820	48,926	49,905	50,902	51,920	52,959
6	45,901	46,819	47,756	49,904	50,902	51,921	52,959	54,018
7	46,819	47,756	48,711	50,901	51,920	52,959	54,017	55,099
8	47,756	48,711	49,686	51,919	52,959	54,018	55,099	56,200
9	48,711	49,685	50,679	52,958	54,018	55,099	56,200	57,323
10	49,685	50,678	51,692	54,018	55,099	56,201	57,325	58,471
11	50,928	51,945	52,985	55,368	56,477	57,889	58,471	59,932
12	52,201	53,245	54,310	56,753	57,889	59,336	60,078	61,431
13	53,505	54,576	55,668	58,172	59,336	60,820	62,050	62,965
14	54,842	55,940	57,060	59,628	60,819	62,339	63,602	64,541
15	56,213	57,339	58,487	61,118	62,338	63,898	65,192	66,154
16	57,619	58,772	59,949	62,646	63,897	65,496	66,821	67,807
17	59,060	60,241	61,448	64,212	65,494	67,132	68,491	69,503
18	60,536	61,747	62,983	65,816	67,132	68,810	70,204	71,240
19	62,050	63,289	64,559	67,463	68,809	70,530	71,959	73,020
20	63,600	64,872	66,172	69,150	70,530	72,293	73,757	74,845
21	65,190	66,495	67,827	70,878	72,293	74,100	75,601	76,716
22	66,820	68,157	69,522	72,650	74,100	75,952	77,491	78,634
23	68,490	69,862	71,260	74,466	75,952	77,851	79,429	80,600
24	70,202	71,608	73,042	76,328	77,851	79,798	81,413	82,615

certified staff - salary plus $200. for 2023-2024

6/29/2022

2024-2025

CERTIFIED STAFF
SALARY SCHEDULE

STEP	BS	BS/8	BS/15	MS	MS/8	MS/15	MS/24	MS/32
1	41,574	42,406	43,254	45,198	46,103	47,025	47,965	48,924
2	42,406	43,254	44,119	46,103	47,027	47,967	48,926	49,905
3	43,254	44,118	45,001	47,025	47,966	48,925	49,904	50,902
4	44,119	45,001	45,901	47,967	48,926	49,904	50,903	51,920
5	45,001	45,901	46,820	48,926	49,905	50,902	51,920	52,959
6	45,901	46,819	47,756	49,904	50,902	51,921	52,959	54,018
7	46,819	47,756	48,711	50,901	51,920	52,959	54,017	55,099
8	47,756	48,711	49,686	51,919	52,959	54,018	55,099	56,200
9	48,711	49,685	50,679	52,958	54,018	55,099	56,200	57,323
10	49,685	50,678	51,692	54,018	55,099	56,201	57,325	58,471
11	50,928	51,945	52,985	55,368	56,477	57,889	58,471	59,932
12	52,201	53,245	54,310	56,753	57,889	59,336	60,078	61,431
13	53,505	54,576	55,668	58,172	59,336	60,820	62,050	62,965
14	54,842	55,940	57,060	59,628	60,819	62,339	63,602	64,541
15	56,213	57,339	58,487	61,118	62,338	63,898	65,192	66,154
16	57,619	58,772	59,949	62,646	63,897	65,496	66,821	67,807
17	59,060	60,241	61,448	64,212	65,494	67,132	68,491	69,503
18	60,536	61,747	62,983	65,816	67,132	68,810	70,204	71,240
19	62,050	63,289	64,559	67,463	68,809	70,530	71,959	73,020
20	63,600	64,872	66,172	69,150	70,530	72,293	73,757	74,845
21	65,190	66,495	67,827	70,878	72,293	74,100	75,601	76,716
22	66,820	68,157	69,522	72,650	74,100	75,952	77,491	78,634
23	68,490	69,862	71,260	74,466	75,952	77,851	79,429	80,600
24	70,202	71,608	73,042	76,328	77,851	79,798	81,413	82,615

certified staff - salary plus $200. for 2024-2025

STEP	NONCERT	CERT/30	CERT/60	CERT/120
1	15.00	15.37	15.83	17.1
2	15.37	15.75	16.23	17.52
3	15.75	16.15	16.63	17.96
4	16.16	16.56	17.05	18.41
5	16.56	16.98	17.48	18.87
6	16.97	17.41	17.91	19.35
7	17.41	17.84	18.37	19.82
8	17.84	18.30	18.82	20.33
9	18.30	18.76	19.31	20.82
10	18.76	19.23	19.79	21.35
11	19.23	19.72	20.29	21.88
12	19.72	20.21	20.80	22.43
13	20.21	20.73	21.32	22.99
14	20.72	21.24	21.84	23.56
15	21.23	21.77	22.40	24.15
16	21.76	22.30	22.96	24.77
17	22.31	22.85	23.53	25.37

	INTERPRETERS
	COTA
	PTA
STEP	
1	24.38
2	25.00
3	25.61
4	26.25
5	26.91
6	27.58
7	28.27
8	28.98
9	29.70
10	30.45
11	31.21
12	31.98
13	32.78
14	33.60
15	34.44
16	35.31
17	36.19

STEP	AUDIOLOGIST
0	42.87
1	43.94
2	44.38
3	44.83
4	45.72
5	46.64
6	47.56
7	48.52
8	49.49
9	50.48
10	51.49
11	52.26
12	53.04

STEP	NONCERT	CERT/30	CERT/60	CERT/120
1	16.00	16.39	16.88	18.28
2	16.39	16.80	17.30	18.73
3	16.80	17.23	17.73	19.20
4	17.24	17.66	18.18	19.69
5	17.66	18.11	18.64	20.17
6	18.10	18.56	19.10	20.68
7	18.57	19.02	19.59	21.19
8	19.03	19.52	20.07	21.73
9	19.52	20.00	20.59	22.26
10	20.01	20.50	21.11	22.82
11	20.51	21.03	21.64	23.39
12	21.03	21.55	22.18	23.97
13	21.56	22.10	22.73	24.57
14	22.10	22.64	23.29	25.19
15	22.65	23.21	23.88	25.82
16	23.21	23.78	24.48	26.47
17	23.79	24.36	25.09	27.12

for above rate as shown 2023-2024

	INTERPRETERS*
	COTA*
	PTA*
STEP	
1	24.38
2	25.00
3	25.61
4	26.25
5	26.91
6	27.58
7	28.27
8	28.98
9	29.70
10	30.45
11	31.21
12	31.98
13	32.78
14	33.60
15	34.44
16	35.31
17	36.19

*hourly rate plus $200. for 2023-2024

STEP	AUDIOLOGIST*
0	42.87
1	43.94
2	44.38
3	44.83
4	45.72
5	46.64
6	47.56
7	48.52
8	49.49
9	50.48
10	51.49
11	52.26
12	53.04

*hourly rate plus $200. for 2023-2024

STEP	NONCERT	CERT/30	CERT/60	CERT/120
1	17.00	17.42	17.94	19.43
2	17.42	17.85	18.39	19.91
3	17.85	18.31	18.85	20.40
4	18.31	18.77	19.32	20.92
5	18.77	19.25	19.81	21.44
6	19.24	19.73	20.30	21.98
7	19.73	20.22	20.82	22.52
8	20.22	20.74	21.33	23.10
9	20.74	21.26	21.89	23.66
10	21.26	21.79	22.43	24.25
11	21.79	22.35	22.99	24.86
12	22.35	22.91	23.57	25.48
13	22.91	23.49	24.16	26.12
14	23.48	24.07	24.75	26.77
15	24.06	24.67	25.38	27.44
16	24.66	25.27	26.02	28.14
17	25.28	25.89	26.67	28.83

for above rate as shown 2024-2025

	INTERPRETERS*
	COTA*
	PTA*
STEP	
1	24.38
2	25.00
3	25.61
4	26.25
5	26.91
6	27.58
7	28.27
8	28.98
9	29.70
10	30.45
11	31.21
12	31.98
13	32.78
14	33.60
15	34.44
16	35.31
17	36.19

*hourly rate plus $200. for 2024-2025

STEP	AUDIOLOGIST*
0	42.87
1	43.94
2	44.38
3	44.83
4	45.72
5	46.64
6	47.56
7	48.52
8	49.49
9	50.48
10	51.49
11	52.26
12	53.04

*hourly rate plus $200. for 2024-2025

Memorandum of Agreement

RE: Experience Credit for Paraprofessionals

This Memorandum of Agreement ("MOA") is made and entered into on the date set forth below, by and between the Governing Board of Region III Special Education Cooperative ("the Board") and the Region III Education Association, IEA-NEA ("the Association"), regarding experience credit for Paraprofessionals. The Board and the Association hereby agree as follows:

1. The Board and the Association are parties to a collective bargaining agreement for the time period from July 1, 2022 through June 30, 2025 ("the CBA").

2. Currently, Section 11.2, Subsection C of the CBA states: "All ESPs shall be hired in at the first step on the pay scale according to the contract agreed upon regardless of experience."

3. Notwithstanding Section 11.2, Subsection C of the CBA, the Board and the Association have agreed that beginning January 1, 2023, Paraprofessionals will be awarded experience credit on the following terms and conditions:

    a. Paraprofessionals will receive credit on the salary schedule for *relevant prior experience*, defined as prior work in a public school district or special education cooperative in a Paraprofessional position or comparable position (e.g., Teacher's Aide, Instructional Assistant, or Paraeducator), calculated as years of service completed before being hired by the Board.

    b. Paraprofessionals hired on or after January 1, 2023, will be placed on the ESP Salary Schedule (attached to the CBA) on the step reflecting their relevant prior experience.

    c. Effective January 1, 2023, Paraprofessionals who are currently employed by Region III, and who have relevant prior experience, will be advanced on the ESP Salary Schedule (attached to the CBA) to the step reflecting their relevant prior experience, and will be compensated accordingly. Salary/rate increases will be prospective only, and will not apply retroactively.

4. The Board and the Association agree that this MOA shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not waive any other requirements contained in the CBA, shall not negate or modify any provision of the CBA except as specifically set forth herein, and shall not require any party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.

5. The Board and the Association agree that this MOA shall not be deemed a violation of the CBA. Further, the terms and provisions of this MOA shall not be considered as setting precedent or past practice that would constitute a basis for a grievance by the Association or any employee of the Board. Except in the case of an alleged violation of this MOA, neither bargaining unit employees nor the Association shall present or raise, for any reason, this

MOA or its terms or conditions in any subsequent grievance or arbitration proceeding regarding the interpretation, application, or implementation of the CBA.

6. To the extent of any conflict or inconsistency between this MOA and the CBA, the provisions of this MOA shall control. The CBA shall otherwise remain in full force and effect.

Region III Executive Board

By: _____
Chairperson

Attest: _____
Secretary

Date: 11/16/22

Region III Education Association, IEA/NEA

Allison Hesler
President

Date: 11/21/22

Memorandum of Agreement

RE: Tuition Reimbursement for Support Staff Employees

This Memorandum of Agreement ("MOA") is made and entered into on the date set forth below, between the Governing Board of Region III Special Education Cooperative ("the Board") and the Region III Education Association, IEA-NEA ("the Association"), regarding tuition reimbursement for support staff employees. The Board and the Association hereby agree as follows:

1. The Board and the Association are parties to a collective bargaining agreement for the time period from July 1, 2022, through June 30, 2025 ("the CBA").

2. The Board and the Association wish to provide for tuition reimbursement for support staff employees, in accordance with the terms and conditions identified in this MOA.

3. For purposes of this MOA, an "Eligible Employee" is a support staff employee who: (1) has been employed by the Region III Special Education Cooperative for at least two (2) full years, and (2) is enrolled in a teacher licensure/educator preparation program.

4. An Eligible Employee may receive reimbursement for tuition costs for an accredited college/university course, as follows:
   a. Before beginning the course, the Eligible Employee must obtain prior written approval from the Director.
   b. The Eligible Employee will receive reimbursement in an amount up to $1,000.00.
   c. Such reimbursement shall not exceed one class every other year.

5. The Board and the Association agree that this MOA shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not waive any other requirements contained in the CBA, shall not negate or modify any provision of the CBA except as specifically set forth herein, and shall not require any party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.

6. The Board and the Association agree that this MOA is not subject to the grievance/arbitration provisions of the CBA.

7. The Board and the Association agree that this MOA shall not be deemed a violation of the CBA. Further, the terms and provisions of this MOA shall not be considered as setting precedent or past practice that would constitute a basis for a grievance by the Association or any employee of the Board. Except in the case of an alleged violation of this MOA, neither bargaining unit employees nor the Association shall present or raise, for any reason, this MOA or its terms or conditions in any subsequent grievance or arbitration proceeding regarding the interpretation, application, or implementation of the CBA.

8. To the extent of any conflict or inconsistency between this MOA and the CBA, the provisions of this MOA shall control. The CBA shall otherwise remain in full force and effect.

[Signature page follows.]

Signature page for MOA Re: Tuition Reimbursement for Support Staff Employees

Region III Governing Board

By: _____
Chairperson

Attest: _____
Secretary

Date: 11/15/2023

Region III Education Association, IEA/NEA

Allison Hesler
President

Date: 11/16/23

Memorandum of Understanding

Between

Madison County Region III Special Education Cooperative District, Madison County, Illinois

and

Region III Special Education Association IEA/NEA

This Memorandum of Understanding (MOU) sets the terms and understanding between the Madison County Region III Special Education Cooperative District and the Region III Special Education Association to set the criteria for employees of the district to donate sick days to Jessica Perry during the 2023-24 school year.

Purpose
Employees will be able to donate up to three (3) sick leave days to Jessica Perry during the remainder of the 2023-24 school year, as this employee has had a catastrophic illness and has exhausted her sick leave. Any days received by Perry that she does not use will be retained as her sick leave for future use.

Duration
This MOU is at-will and may be modified by mutual consent of authorized officials from the Region III Special Education Association and the Madison County Region III Special Education Cooperative District. This MOU shall become effective upon signature by the authorized officials from the aforementioned parties and will remain in effect until modified or terminated by any one of the partners by mutual consent or until the end of the 2023-24 school year.

Allison Kesler Date: 2/22/24
Region III Special Education Association president

Date: 2/2/24
Chair, Region III Special Education Cooperative Board

Memorandum of Agreement

RE: Experience Credit for PTA and COTA

This Memorandum of Agreement ("MOA") is made and entered into on the date set forth below, by and between the Governing Board of Region III Special Education Cooperative ("the Board") and the Region III Education Association, IEA-NEA ("the Association"), regarding experience credit for Paraprofessionals. The Board and the Association hereby agree as follows:

1. The Board and the Association are parties to a collective bargaining agreement for the time period from July 1, 2022 through June 30, 2025 ("the CBA").

2. Currently, Section 11.2, Subsection C of the CBA states: "All ESPs shall be hired in at the first step on the pay scale according to the contract agreed upon regardless of experience."

3. Notwithstanding Section 11.2, Subsection C of the CBA, the Board and the Association have agreed that beginning January 1, 2025, Physical Therapy Assistants ("PTAs") and Certified Occupational Therapy Assistants ("COTAs") will be awarded experience credit on the following terms and conditions:

    a. will receive credit on the salary schedule for *relevant prior experience*, defined as prior work in a pediatric setting with pediatric clients in a PTA or COTA position, calculated as years of service completed before being hired by the Board.

    b. PTAs or COTAs hired on or after January 1, 2025, will be placed on the PTA/COTA Salary Schedule (attached to the CBA) on the step reflecting their relevant prior experience.

    c. Effective January 1, 2025, PTAs or COTAs who are currently employed by Region III, and who have relevant prior experience, will be advanced on the Salary Schedule (attached to the CBA) to the step reflecting their relevant prior experience, and will be compensated accordingly. Salary/rate increases will be prospective only, and will not apply retroactively.

4. The Board and the Association agree that this MOA shall not obligate the Board or the Association to agree to a similar arrangement in the future or in another case, shall not waive any other requirements contained in the CBA, shall not negate or modify any provision of the CBA except as specifically set forth herein, and shall not require any party to bargain over any provision of the CBA during the term of the CBA, unless such bargaining is otherwise required by law.

5. The Board and the Association agree that this MOA shall not be deemed a violation of the CBA. Further, the terms and provisions of this MOA shall not be considered as setting precedent or past practice that would constitute a basis for a grievance by the Association or any employee of the Board. Except in the case of an alleged violation of this MOA, neither bargaining unit employees nor the Association shall present or raise, for any reason, this

MOA or its terms or conditions in any subsequent grievance or arbitration proceeding regarding the interpretation, application, or implementation of the CBA.

6. To the extent of any conflict or inconsistency between this MOA and the CBA, the provisions of this MOA shall control. The CBA shall otherwise remain in full force and effect.

Region III Governing Board

By: Ken E. Bowman
Chairperson

Attest: K Wiellhorst
Secretary

Date: 12/18/2024

Region III Education Association, IEA/NEA

Allison Thesler
President

Date: 12/18/2024