Collective Bargaining Agreement

MADISON COUNTY REGION III

SPECIAL EDUCATION COOPERATIVE DISTRICT

AND

REGION III SPECIAL EDUCATION ASSOCIATION IEA/NEA

2025-2026
2026-2027
2027-2028

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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.

Employees not employed on a full time basis (FTE 1.0) 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 WorkKeys 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.

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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.

R. Board Certified Behavior Analyst (BCBA)-Board Certified Behavior Analyst (BCBA) as evidenced by a current valid certificate awarded by the Behavior Analyst Certification Board, Inc. and licensed by the Illinois Department of Professional Regulation

S. Registered Behavior Technician (RBT)-A paraprofessional in behavior analysis who practices under the close, ongoing supervision of a BCBA, BCaBA.

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 typed,and signed digitally 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 grievance 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 rests with the employee. Specifically excluded from the right of representative are formal and informal evaluation conferences.

At any meeting described above, if the employee would like to request an Association representative, the meeting will cease and be rescheduled.

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.

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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 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 emailed to the Association President. The copy of the agenda will be emailed to the Association President at the same time as the agenda is 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 ten (10) calendar days after their hiring.

ARTICLE 4-

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. 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 twenty (20) 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. Any costs associated with use of facilities shall be paid by the Association.

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**

After approval by the administration, 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 email 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 three (3) in number. If an annuity slot becomes available, dropping the active annuity program limit below three (3), then new annuity programs can be started by any employee(s), raising the active annuity limit back to three(3). Additional annuity programs, beyond the three (3) 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 to serve the 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. If the Region III beginning of the year meeting is on an institute day that follows one or more of the cooperating district school calendars, there is no need to exchange days.

If a certified staff member is hurt during the work day and needs to leave to be assessed by a medical professional, the member will continue to be on the clock for the regular workday.

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.

ARTICLE 5-

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.

ARTICLE 5-

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.

ARTICLE 5-

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 district's 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.

5.12 Duty Connected Injury

If a Region III staff member is injured while on duty and needs to leave to be assessed by a medical professional, the member will continue to be on the clock for the regular workday and will not be charged sick time.

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 of 90 working days, any part-time employment shall count on a pro rata basis when computing seniority. *Reference 10.3 of this contract.*

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.

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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)
13. Board Certified Behavior Analyst

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.

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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 Performance Evaluation Reform Act (PERA). 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 the 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 the 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 may be used as specified in the IL Sick Leave Act and School Code. Sick Leave may be used in any time increment that covers the time of absence. *Example for ESP: Sick Leave Time=25 minutes=0.06 of a workday.*

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 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.

C. Sick Leave Donation Program
A sick leave program will be established by the union to provide extended sick leave to employees covered by this agreement. This form can be used for personal illness/injury

to the employee or an immediate relative. This form will be governed by union representation established at the beginning of each contract year.

The Sick Leave form will be subject to the following guidelines:

1. All employees that are association members shall have the opportunity to participate in the program.
2. A three (3) member sick leave committee will be established to act as the governing body for the administration of the program and if they are chosen for the program.
3. The sick leave request form must be completed in writing and sent to a member of the committee.
4. The employee must have exhausted his/her accumulated sick and personal leave days before they are eligible.
5. The sick leave program will not apply for persons receiving Workers' Compensation.
6. An employee may donate up to 3 sick days per school year.
7. The days will be utilized in the order in which they were received.

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.

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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 the 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 l; 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

A. 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.

B. Any paid bereavement days gifted to you by Region III Cooperative will run concurrently with the days allowed under the Family Bereavement Leave Act.

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. In years when election day is not observed, Spring Day will replace Election Day.

If a Region III ESP is housed in a district which requires attendance on any of the above holidays, then the ESP will be compensated at regular pay for any of those holidays in addition to receiving holiday pay.

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. If an ESP ceases to be employed by Region III before the probationary period of 90 working days is completed, their contract will be adjusted by the number of holidays in their probationary period or period of employment.

D. Regular part-time ESP's will receive holiday benefits on a pro rata based upon the average number of hours worked per week.

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.

Employees have 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.

2025-2026: Certified staff will receive a 4% increase in salary plus their step as indicated by Appendix A (1)

2026-2027: Certified staff will receive a 4% increase in salary plus their step as indicated by Appendix A (2)

2027-2028: Certified staff will receive a 4% increase in salary plus their step as indicated by Appendix A (3)

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 $37.00 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 if 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.

F. Mentor Teacher Stipend-If a certified staff member accepts the responsibility as a mentor teacher, the teacher will be paid a stipend of $250 to be paid in April of the school year.

11.2 **Salary-Educational Support Personnel**

A. For the term of this agreement, the ESP salary schedule, Interpreter/PTA/COTA salary schedule, and Audiologist salary schedule will be followed as indicated in Appendices B(1), B(2), B(3).

B. ESPs, not listed in “A” shall be compensated in accordance with the salary schedule appended to this Agreement.
ARTICLE 11-

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

D. 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.

E. Physical therapy assistants (PTA) and Certified Occupational Therapy Assistants (COTA) 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.

F. 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.

G. 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).

H. Overtime-If the Director requires or requests 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. Paid time off and holidays will not count as hours worked for overtime purposes.

I. For extended school year, ESP's will be paid their regular hourly rate. Non-regular term Region III employees will be paid for their qualified experience, which must be verified before employment.

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

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

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 the number of days remaining on the employee's contract.

ARTICLE 11-

11.5 **Health Insurance**

A. The Board shall pay up to the following amount for insurance as indicated below.
2025-2026 up to $625 per month for individual healthcare premium
2026-2027 up to $650 per month for individual healthcare premium
2027-2028 up to $675 per month for individual healthcare premium

For the term of this agreement, the Board shall pay up to $40 per month toward the individual's premium for vision and dental insurance.

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.

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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 eighteen (18) years or more of employment service with Region III will receive One Thousand Dollars ($1000.00) annually, to be paid in a separate check, after the last regularly scheduled pay period in May. All Teachers who have twenty-five (25) years or more of employment service with Region III, will be given One Thousand Dollars ($1000.00) annually, to be paid in a separate check, after the last regularly scheduled pay period for May.

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 year of service with Region III.

11.12 **Retirement Incentive**

A. 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 4% 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 4% 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 4% 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. 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.

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 2025 and shall continue in effect until June 30th, 2028. 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 2025-2026, 2026-2027 and 2027-2028 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 27 day of May, 2025

In Witness Thereof:

FOR THE REGION III SPECIAL EDUCATION ASSOCIATION IEA/NEA

Allison Wesler
President

Jenna Massey
Vice President

FOR THE MADISON COUNTY REGION III SPECIAL EDUCATION COOPERATIVE DISTRICT

Ken E. Bowman
Member of the Executive Board

Member of the Executive Board

Director, Region III Sp. Ed Co-op

Appendix A (1)

CERTIFIED STAFF

2025-2026 SALARY SCHEDULE

STEP	BS	BS/8	BS/15	MS	MS/8	MS/15	MS/24	MS/32
1	43,445	44,310	45,192	47,214	48,155	49,114	50,092	51,089
2	44,535	45,427	46,326	48,149	49,364	50,293	51,349	52,110
3	45,653	46,570	47,489	49,102	50,603	51,400	52,427	53,151
4	46,799	47,741	48,681	50,089	51,873	52,530	53,528	54,203
5	47,974	48,939	49,903	51,091	53,175	53,633	54,599	55,277
6	49,178	50,170	51,155	52,368	54,510	54,760	55,691	56,383
7	50,407	51,429	52,434	53,678	55,878	55,855	56,805	57,511
8	51,668	52,723	53,745	55,019	57,280	56,978	58,140	58,862
9	52,959	54,049	55,089	56,395	58,718	58,118	59,506	60,246
10	54,283	55,346	56,466	57,777	60,192	59,281	60,821	61,575
11	55,640	56,729	57,877	59,192	61,697	60,466	62,165	62,934
12	57,031	58,153	59,324	60,642	63,239	61,917	63,539	64,323
13	58,456	59,613	60,796	62,128	64,788	63,527	65,000	65,692
14	59,859	61,050	62,265	63,650	66,363	65,147	66,918	67,630
15	61,296	62,520	63,768	65,210	67,956	66,809	68,892	69,598
16	62,522	63,771	65,044	66,507	69,315	68,513	70,890	71,617
17	63,772	65,046	66,344	67,831	70,701	70,261	72,910	73,701
18	65,047	66,347	67,671	69,181	72,115	72,054	74,915	75,724
19	66,348	67,674	69,025	70,391	73,557	73,891	76,900	77,844
20	67,669	69,021	70,398	72,177	75,021	75,664	78,438	79,401
21	69,015	70,394	71,799	73,870	76,514	77,484	80,003	80,981
22	70,389	71,795	73,228	75,716	78,037	79,344	81,599	82,600
23	71,789	73,224	74,685	77,609	79,590	81,248	83,222	84,243
24	73,218	74,681	76,172	79,588	81,173	83,198	84,878	85,920

Updated 8/21/25

Appendix A (2)

CERTIFIED STAFF

2026-2027 SALARY SCHEDULE

STEP	BS	BS/8	BS/15	MS	MS/8	MS/15	MS/24	MS/32
1	45,183	46,083	47,000	49,103	50,081	51,079	52,096	53,132
2	46,317	47,244	48,179	50,075	51,339	52,305	53,403	54,195
3	47,480	48,433	49,389	51,067	52,627	53,456	54,525	55,277
4	48,671	49,651	50,628	52,093	53,948	54,632	55,670	56,372
5	49,893	50,897	51,899	53,135	55,302	55,779	56,783	57,488
6	51,145	52,177	53,202	54,463	56,690	56,950	57,919	58,638
7	52,424	53,487	54,532	55,825	58,113	58,089	59,077	59,812
8	53,735	54,832	55,895	57,220	59,572	59,257	60,465	61,217
9	55,078	56,211	57,292	58,651	61,067	60,443	61,886	62,656
10	56,455	57,560	58,725	60,088	62,600	61,652	63,254	64,039
11	57,866	58,999	60,193	61,560	64,165	62,885	64,652	65,452
12	59,313	60,480	61,698	63,068	65,769	64,394	66,081	66,896
13	60,795	61,998	63,228	64,613	67,380	66,069	67,601	68,320
14	62,254	63,492	64,755	66,197	69,018	67,753	69,595	70,335
15	63,748	65,021	66,319	67,818	70,674	69,482	71,648	72,382
16	65,023	66,322	67,646	69,168	72,088	71,254	73,726	74,482
17	66,323	67,648	68,999	70,544	73,529	73,072	75,827	76,649
18	67,650	69,001	70,378	71,948	75,000	74,936	77,912	78,753
19	69,003	70,381	71,786	73,207	76,500	76,847	79,977	80,958
20	70,376	71,782	73,215	75,065	78,022	78,691	81,576	82,577
21	71,776	73,210	74,672	76,825	79,575	80,584	83,203	84,221
22	73,205	74,667	76,158	78,746	81,158	82,518	84,862	85,904
23	74,661	76,153	77,673	80,714	82,773	84,498	86,551	87,614
24	76,147	77,668	79,219	82,772	84,421	86,526	88,273	89,357

Updated 8/21/25

Appendix A (3)

CERTIFIED STAFF

2027-2028 SALARY SCHEDULE

STEP	BS	BS/8	BS/15	MS	MS/8	MS/15	MS/24	MS/32
1	46,990	47,926	48,879	51,067	52,084	53,122	54,179	55,257
2	48,169	49,134	50,106	52,078	53,392	54,397	55,539	56,362
3	49,379	50,369	51,364	53,109	54,732	55,594	56,705	57,488
4	50,618	51,636	52,653	54,176	56,106	56,817	57,896	58,626
5	51,888	52,932	53,975	55,260	57,514	58,010	59,054	59,787
6	53,191	54,264	55,329	56,641	58,957	59,228	60,235	60,983
7	54,521	55,626	56,713	58,057	60,437	60,413	61,440	62,204
8	55,884	57,025	58,130	59,509	61,954	61,627	62,884	63,665
9	57,281	58,459	59,584	60,997	63,509	62,860	64,361	65,161
10	58,713	59,862	61,073	62,491	65,103	64,118	65,784	66,600
11	60,181	61,358	62,600	64,022	66,731	65,400	67,238	68,069
12	61,685	62,898	64,165	65,591	68,399	66,970	68,724	69,572
13	63,226	64,477	65,757	67,198	70,075	68,711	70,304	71,052
14	64,743	66,031	67,345	68,844	71,778	70,463	72,378	73,148
15	66,297	67,622	68,972	70,531	73,501	72,261	74,513	75,277
16	67,623	68,974	70,351	71,934	74,971	74,104	76,674	77,461
17	68,976	70,354	71,758	73,366	76,470	75,994	78,863	79,715
18	70,355	71,761	73,193	74,826	77,999	77,933	81,032	81,903
19	71,762	73,196	74,657	76,135	79,559	79,920	83,179	84,196
20	73,190	74,653	76,143	78,067	81,143	81,838	84,839	85,880
21	74,647	76,138	77,658	79,897	82,757	83,807	86,530	87,589
22	76,132	77,653	79,203	81,895	84,404	85,818	88,256	89,340
23	77,647	79,199	80,779	83,942	86,084	87,878	90,012	91,118
24	79,192	80,775	82,387	86,083	87,797	89,987	91,803	92,931

Updated 8/21/25

Appendix B (1)

2025-2026 ESP SALARY SCHEDULE

	Paraprofessional			
STEP	NONCERT	CERT/30	CERT/60	CERT/120
1	19.50	19.98	20.58	22.29
2	19.98	20.48	21.09	22.83
3	20.47	21.00	21.62	23.40
4	21.01	21.53	22.16	24.00
5	21.53	22.08	22.73	24.59
6	22.07	22.63	23.28	25.22
7	22.63	23.19	23.89	25.83
8	23.20	23.79	24.47	26.49
9	23.79	24.39	25.10	27.14
10	24.39	25.00	25.73	27.82
11	25.00	25.64	26.38	28.52
12	25.63	26.28	27.03	29.23
13	26.27	26.95	27.71	29.96
14	26.93	27.61	28.39	30.71
15	27.60	28.30	29.11	31.48
16	28.29	28.99	29.84	32.28
17	29.00	29.70	30.59	33.07

	INTERPRETERS
	COTA
	PTA
STEP	
1	29.00
2	30.02
3	31.07
4	32.00
5	32.96
6	33.95
7	34.63
8	35.32
9	36.02
10	36.74
11	37.48
12	38.23
13	38.90
14	39.58
15	40.27
16	40.98
17	41.69

	Audiologist
STEP	
0	44.16
1	45.26
2	45.72
3	46.18
4	47.10
5	48.04
6	48.99
7	49.98
8	50.98
9	52.00
10	53.04
11	53.83
12	54.64
13	55.39
14	56.14
15	56.89
16	57.64

Appendix B (2)

2026-2027 ESP SALARY SCHEDULE

	Paraprofessional			
STEP	NONCERT	CERT/30	CERT/60	CERT/120
1	20.50	21.01	21.63	23.43
2	21.00	21.53	22.17	24.00
3	21.52	22.08	22.73	24.60
4	22.08	22.63	23.30	25.23
5	22.63	23.21	23.89	25.85
6	23.20	23.79	24.48	26.51
7	23.79	24.38	25.11	27.16
8	24.39	25.01	25.73	27.85
9	25.01	25.64	26.39	28.53
10	25.64	26.28	27.05	29.25
11	26.28	26.95	27.73	29.98
12	26.95	27.62	28.42	30.73
13	27.62	28.33	29.13	31.50
14	28.31	29.02	29.85	32.28
15	29.02	29.75	30.61	33.09
16	29.74	30.48	31.37	33.93
17	30.49	31.22	32.16	34.77

	INTERPRETERS
	COTA
	PTA
STEP	
1	30.00
2	31.05
3	32.14
4	33.10
5	34.09
6	35.12
7	35.82
8	36.54
9	37.27
10	38.01
11	38.77
12	39.55
13	40.24
14	40.94
15	41.66
16	42.39
17	43.13

	Audiologist
STEP	
0	45.04
1	46.17
2	46.63
3	47.10
4	48.03
5	49.00
6	49.97
7	50.98
8	51.99
9	53.03
10	54.09
11	54.90
12	55.73
13	56.48
14	57.23
15	57.98
16	58.73

Appendix B (3)

2027-2028 ESP SALARY SCHEDULE

	Paraprofessional			
STEP	NONCERT	CERT/30	CERT/60	CERT/120
1	21.50	22.03	22.69	24.57
2	22.03	22.58	23.26	25.18
3	22.57	23.16	23.84	25.80
4	23.16	23.73	24.43	26.46
5	23.73	24.34	25.06	27.11
6	24.33	24.95	25.67	27.80
7	24.95	25.57	26.34	28.48
8	25.57	26.23	26.98	29.21
9	26.23	26.89	27.68	29.93
10	26.89	27.56	28.37	30.67
11	27.56	28.27	29.08	31.44
12	28.26	28.97	29.81	32.23
13	28.97	29.71	30.55	33.03
14	29.69	30.44	31.30	33.86
15	30.43	31.20	32.10	34.70
16	31.19	31.96	32.90	35.59
17	31.97	32.75	33.72	36.46

	INTERPRETERS
	COTA
	PTA
STEP	
1	31.00
2	32.09
3	33.21
4	34.20
5	35.23
6	36.29
7	37.01
8	37.75
9	38.51
10	39.28
11	40.06
12	40.87
13	41.58
14	42.31
15	43.05
16	43.80
17	44.57

	Audiologist
STEP	
0	45.94
1	47.09
2	47.56
3	48.04
4	48.99
5	49.98
6	50.97
7	52.00
8	53.03
9	54.09
10	55.17
11	56.00
12	56.84
13	57.59
14	58.34
15	59.09
16	59.84