

AGREEMENT BETWEEN

**THE PERANDOE SPECIAL EDUCATION
COUNCIL
LOCAL #6600 IFT/AFT, AFL-CIO**

AND

**THE MANAGEMENT COUNCIL
OF
THE PERANDOE SPECIAL EDUCATION DISTRICT**

2019-2022

ARTICLE I - RECOGNITION

1.1 The Perandoe Special Education District, heretofore referred to as the "Board," or "Cooperative" hereby recognizes the Perandoe Special Education Council, Local #6307, Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO hereinafter, referred to as the "Union" or "Federation" as the sole and exclusive representative of all full time and regularly employed part-time Psychologists, Social Workers, certified educational diagnosticians, behavior intervention specialists and other certified teaching personnel, and art therapists. Specifically excluded from the bargaining unit are the Director of the Cooperative and the Assistant Director/Supervisor of the Cooperative.

1.2 Regularly employed part-time employees shall be included in the bargaining unit except that their salaries and benefits shall be based on their fractionalized employment status. However, for health insurance benefits only, any employee who regularly works thirty (30) hours per week or more shall be entitled to health insurance benefits as a full-time employee.

ARTICLE II - UNION RIGHTS AND RESPONSIBILITIES

2.1 The Board will provide the Union President one copy, through technology, of the following documents:

- a. Board agenda;
- b. Official open minutes of Board meetings;
- c. Monthly budget summaries
- d. Board policy manual and policy revisions;
- e. Annual auditor's report and Management Letter;
- f. Current fiscal year budget;
- g. Statistical information concerning the names, current step placement, extended service and present insurance coverage;
- h. Staff lists including home addresses and telephone numbers. Any change in personnel or addresses or telephone numbers will be given the Union President.
- i. If requested in writing by the Union, information which may be relevant to negotiations or necessary for the enforcement of this Agreement.

2.2 Notification of Meetings

The President of the Union shall be given notice of the time and location of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting. In case of an

emergency the twenty-four (24) hour notice may be waived by the Board. One employee shall be dismissed from his/her regular assignment in order to attend regular and special meetings of the Board. The employee shall be excused from his/her regular assignment for only the length of the Board meeting. Employees will be dismissed on a rotating basis.

2.3 Copy of Open Minutes

One copy, through technology, of the unapproved open minutes from regular and special meetings shall be given the Union President at the same time members of the Board of Control receive their agenda.

2.4 Addresses

Newly hired employee names and addresses shall be provided to the President of the Union within fifteen (15) days of formal action of the Board hiring the employee.

2.5 Use of Building

The local Union shall have the right, upon approval of the Executive Director to use the Administrative Building for meetings before and after the regular work day provided such request is made at least twenty-four (24) hours prior the use of the building. Such use shall not interfere with the programs of the Cooperative.

2.6 Use of Business Equipment

The local Union shall have the right to use Central Office copying machine provided the copier is not in use and the use of the copier does not interfere with the regular office duties of the employees. The Union shall pay for the cost of all expendable materials.

2.7 Staff meetings

Staff meetings scheduled by the Executive Director will be scheduled during the regular work day of the employees.

2.8 Union Announcements

The Union will be given an opportunity to make announcements, give brief reports and elicit opinions and concerns of the staff at the conclusion of staff meetings scheduled by the Executive Director.

2.9 Contract Management Meetings

The Executive Director and the President of the Union will meet at mutually agreeable times to discuss the implementation of the Agreement or questions concerning changes in policy of the Cooperative. Prior to the meeting the Executive Director and President will develop an agenda for the upcoming meeting.

2.10 Right to Review Personnel File

A master file of all materials related to an employee shall exist at the Perandoe Special Education Office. Each employee shall have the right to review the contents of said employee's personnel file with the exception of those stated in the Employees' Records Act of Illinois. Each employee, upon twenty-four (24) hour notice, shall have the right to review the contents of said employee's personnel file and to attach and place therein written reactions to any of its contents. Such review shall take place during the regular business hours established by the Central Office or at a time mutually agreeable with the Executive Director and the employee. An employee will be notified of any additional information that is added to an employee's personnel file. No person shall remove any material from an employee's official file without mutual consent of the employee and the Director or designee. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Executive Director or designee. The employee shall have the right to copy any material in the employee's personnel file provided he/she pays for the cost of copying.

ARTICLE III - GRIEVANCE PROCEDURE

3.1 Definitions

3.1.1 A grievance is a claim by the Union, an employee, or group of employees that there has been an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

3.1.2 All time limits shall consist of employment days, except when a grievance is submitted between June and the beginning of the next school year, days shall mean when the Cooperative's business office is open.

3.1.3 Nothing contained herein shall be construed as limiting the right of any employee and Union having a potential grievance to discuss the matter informally with Executive Director and having the potential grievance adjusted, provided an adjustment is not inconsistent with the terms of the Agreement.

3.2 Procedures

Step 1

The grievant or the Union shall present the grievance in writing to the Executive Director within fifteen (15) days of the occurrence of the event giving rise to the grievance, or within (15) days of the knowledge of the event, whichever is later, specifying the article and clause alleged to have been violated and stating the remedy sought. The Executive Director shall arrange for a meeting to take place within five (5) days after receipt of the grievance. The Executive Director, his/her representative, the Federation's representative and the grievant may be present at the meeting. The Executive Director shall provide a written answer to the grievant and the Union within ten (10) days after the scheduled meeting.

Step 2

If the grievance is not resolved at Step 1, the grievant or the Union may refer the grievance to the Board of Control within ten (10) days after the receipt of the Step 1 answer. The Board will hear

the grievance at the Board's next regularly scheduled meeting. Within ten (10) days after the hearing, the Board shall give its written response to the grievant and Union.

Step 3

If the Union is not satisfied with the disposition of the grievance at Step 2, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association which shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 2 decision, then the grievance shall be deemed withdrawn.

A. Costs of Arbitration - The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one (1) party requests a transcript, that party shall bear the costs of the transcript. If both parties request a copy of the transcript, the cost of transcripts shall be equally divided by the parties.

B. The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement.

3.3 Union Participation

The Board acknowledges the right of any representative to be present at any step of the grievance procedure. No employee shall be required to discuss any grievance if the Union representative is not present, if one is requested. In any instance where the Union is not representing the grievant, the Executive Director or Board of Control receiving the formal grievance shall notify the Union of the grievance meeting; action taken; and any resolution of the complaint. The Union may appeal any decision of the Executive Director or Board of Control.

3.4 Failure to Act

Failure of an employee or the Union to act on any grievance within the prescribed time limits will bar any further appeal. If the Board or its designee fails to respond to a grievance within the prescribed time limit, the grievance will proceed to the next step. Time limits may be extended by mutual consent.

3.5 Bypass

If the Board of Control and the Union mutually agree, any step of the grievance procedure may be bypassed.

3.6 Released Time

Any investigation or other handling or processing of any grievance by the grievant or the Union shall be conducted so as to result in no interference with, or interruption whatsoever of, the instructional program or the related work activities of the grievant or of the District's employees. Meetings held under this procedure shall be conducted at a mutually agreeable time. If no time is mutually agreeable to the parties, the grievance shall be allowed to proceed to the next step.

3.7 Grievance Withdrawal

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

3.8 Class Grievance

Class grievances involving one or more employees may be initially filed by the Union at Step 1 of the grievance procedure.

3.9 No Reprisals

No reprisals or disciplinary action shall be taken by the Board or the administration against an employee because of participation in a grievance.

3.10 Resolution

By mutual agreement, a grievance may be settled at any step of the procedure without establishing precedent. The Board of Control shall not be responsible for any decision made by an individual who is not an employee of the Cooperative.

3.11 Records

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

ARTICLE IV - NEGOTIATION PROCEDURES

4.1 Successor Agreement

Within sixty (60) days of receiving a written notice by the union, but in no case no earlier than April 1 of the last year of the Agreement, bargaining shall begin for a successor agreement.

4.2 Bargaining Meetings

All times, places and agendas for negotiation sessions shall be mutually agreed to at the prior meeting or by written communication. Ground rules will be discussed and approved at the first meeting to include dates, duration of meetings, agendas, etc.

4.3 Mediation Assistance

If either party requests the use of a mediator, both parties will jointly request the Federal Mediation and Conciliation Service (FMCS) to provide a mediator. Should FMCS be unavailable, the parties shall jointly notify the Illinois Educational Labor Relations Board (IELRB).

ARTICLE V - LEAVES OF ABSENCE

5.1 Reporting Absences

An employee shall report an absence by 8:00 a.m. In the case of an emergency, the absence will be reported as soon as possible and the employee will try to report his/her absence by 8:30 a.m. The employee will indicate his/her name, assignment and expected length of the absence. Except in the case of a suspected abuse of the leave, an employee shall not be required to state orally or in writing the reason for the absence other than to identify the type of absence (sick leave, personal leave, etc.)

5.2 Personal Leave

Each employee shall be entitled to three (3) personal or emergency days per school year without loss of pay or deduction of sick leave. Each employee shall notify the Director at least forty-eight (48) hours prior to the requested day if possible. It shall not be necessary to include the reason for taking such leave. Personal leave may not be used for the sole purpose of extending a vacation or holiday. Personal leave days may not be used in increments of less than one hour. Unused personal leave days shall accumulate as sick leave.

5.3 Sick Leave

Regular certified staff who work at least 180 days in a school year shall be entitled to sixteen (16) days of sick leave per year. For those employees who work less than 180 days in a school year, their sick leave will be prorated based on their fractionalized employment status. Unused sick leave shall accumulate to 372 days including the leave of the current year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household.

For purpose of sick leave "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-parents, domestic partners and legal guardians.

The Board may require a physician's certificate as a basis for pay during leave after an absence of 3 days for personal illness. Excessive absenteeism or a recurring pattern of absenteeism may be reviewed by the Director. Any employee suspected of recurrent abuse of sick leave may at any time be requested by the Director to furnish a physician's statement.

Excessive use of employee sick leave may indicate an extended disability. Under such circumstances, the Cooperative may require a physician's statement verifying the employee's ability to continue working. The physical examination shall be made at Cooperative expense.

Personal leave (see section 5.2) shall also be available to employees as sick leave.

5.4 Jury Duty

No employee shall suffer loss of pay or benefits due to lost time at work caused by serving on a jury or being subpoenaed to testify as a third party witness in a court of law. Employees absent due to jury duty or due to serving as a third party witness shall rebate to the District any fees earned for service minus expenses.

5.5 Child Care Leave

Child Care Leave will be provided per the terms of the Family Medical Leave Act. The employee may choose to use “earned time off” (if available) when submitting a request for leave under this section.

5.6 Unpaid Leave of Absence

Leaves of absence may be granted without pay to all employees within the Cooperative who desire to return to employment in a similar capacity upon termination of said leave. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose of the leave consistent with a reasonable continuity of service for students but in no case shall the leave of absence exceed one calendar year. Leaves of absence without pay may be granted according to the following conditions;

5.6.1 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. In the case of an emergency, the ninety (90) day parameter may be waived by the Director of the Cooperative and an employee may be granted a temporary leave of absence of up to thirty (30) days by the Director. The decision of the Board to grant or not to grant a leave of absence under this Section shall not be subject to the grievance procedure.

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

5.6.3 Leaves may be granted for (1) advanced study leading to a degree at an approved university; (2) military service in accordance with applicable law; (3) extended illness; (4) other reasons acceptable to the Board.

5.6.4 The employee shall inform the Executive Director of his/her intent to return to a similar position the following school year not later than February 1. If the employee fails to inform the Executive Director prior to February 1, the employee waives his/her right to future employment in the Cooperative.

5.6.5 During the unpaid leave, the employee may purchase hospitalization and major medical insurance at the Cooperative group rate. The employee shall be responsible for the full amount of each monthly premium. Said payments shall be made fifteen (15) days prior to the Cooperative's premium due day to the Cooperative's Bookkeeper.

5.6.6 Such leave shall not be credited towards advancement on the salary schedule unless the employee works more than ninety (90) days in the work year.

5.6.7 Upon expiration of the unpaid leave, the employee shall return to a similar position for which he/she is legally qualified.

5.7 Family Medical Leave

In addition to leaves of absence, eligible employees may request family medical leave in accordance with the Family Medical Leave Act. This provision neither expands nor contracts

the rights of the employer or employees in respect to family medical leave. For purposes of family medical leave, the year shall be a combined total of 12 work weeks per rolling year.

5.8 Break in Service

A non-tenured employee whose leave exceeds 90 work days in any one school year shall not have that year counted as continuous service toward the acquisition of tenure.

Example: Non-tenured teacher AB starts service in August of 2007, and completes the 2007-2008 school year. During the 2008-2009 school year AB then requests and is granted a combination of leaves totaling 91 school days. AB then completes the 2009-2010 school year and the 2010-2011 school year. AB is not tenured at the start of the 2011-2012 school year, but has three years toward the acquisition of tenure.

ARTICLE VI - FRINGE BENEFITS

6.1 Salary

The Salary Schedule shall be set forth in Appendix A, which is incorporated into this Agreement.

Year 1 (2019-2020) – Move to 30 Steps

\$35,250 Base Salary (Before TRS, 180-day) (185/190 based on per diem)

\$1,035 per step

Columns: 750 (BS)-750(+15)-750(MS)-750(MS+15)-4300(MS+30)-4000(MS+45)

Insurance: \$7,130

Year 2 (2020-2021) – Move to 28 Steps

\$35,750 Base Salary (Before TRS, 180-day) (185/190 based on per diem)

\$1,075 per step

Columns: 750 (BS)-750(+15)-750(MS)-750(MS+15)-4300(MS+30)-4000(MS+45)

Insurance: \$7,130

Year 3 (2021-2022) – Move to 25 Steps

\$36,250 Base Salary (Before TRS, 180-day) (185/190 based on per diem)

\$1,200 per step

Columns: 750 (BS)-750(+15)-750(MS)-750(MS+15)-4300(MS+30)-4000(MS+45)

Insurance: \$7,130

Beginning August 15, 2012, the Board of Control shall pay the certified employee's required TRS pension contribution up to a maximum of 11%.

Payment of Teacher Health Insurance Security Fund

Beginning August 15, 2007, the Board of Control will pick up the cost for all eligible employees the THIS contribution on the members' behalf.

6.2 Insurance

The Cooperative contribution for full-time employees of the Cooperative toward the cost of the individual premium of the major medical/hospitalization program shall be the lesser of:

Up to \$7,130 or 95% of the cost of the individual premium, whichever is less (in the plan of their choice).

Retirees from the Perandoe Special Education District shall have the option of participating in the health insurance program provided to employees of the District. Said participation shall be at the retiree's expense.

A full time employee who elects not to participate in the district's group insurance plan is eligible to receive an amount equal to \$6,630 in cash. Each employee will submit an affidavit of proof they have insurance from another source (other than the exchange) by September 1 of current year.

Eligibility in the Cooperative's insurance program shall be determined by the insurance carrier.

6.3 Flexible Spending Account

According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to participate in a Flexible Spending Account may do so by completing the appropriate election form.

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

In order to meet the above contractual item, the Board of Control will contribute not more than five dollars (\$5.00) per month per employee. Any cost above the five dollars (\$5.00) per month shall be borne by the individual employee.

6.4 Mileage Reimbursement

If the administration requires an employee to use his/her personal vehicle for business of the Cooperative, the employee shall be reimbursed at a rate equal to the rate approved by the Internal Revenue Service. The annual rate for mileage will be the IRS rate on January 1 of each year.

6.5 Pay Dates

Employees shall be paid on the 15th and 30th each month. Should the payday fall on a weekend, or during a school holiday period, employees shall be paid on the last working day preceding the weekend or holiday period.

6.6 Pay Period Schedule

Each employee shall have the option of being paid in twenty (20) or twenty-four (24) installments. An employee must notify the Director at least fourteen (14) calendar days prior to

the first pay date whether he/she desires twenty (20) or twenty-four (24) pay checks. Once an employee chooses the above, the employee shall not be allowed to change the number of pay checks he/she shall receive for the year.

6.7 Retirement Incentive

Each full-time employee who has worked at least 15 years in the Perandoe Special Education District who has submitted a timely resignation as described below shall be eligible for the optional retirement benefit program described below.

In order to receive the payment described in this section, the employees must:

1. Submit an irrevocable written notice of retirement to the Director by January 15. (An employee giving a two year notice must submit his/her letter of retirement on or before January 15 one year before his/her last year of employment. An employee giving a three-year notice must submit his/her letter of retirement on or before January 15 two years before his/her last year of employment. An employee giving a four-year notice must submit his/her letter of retirement on or before January 15 three years before his/her last year of teaching);
2. Be eligible to retire within 6 months of the date of resignation as an annuitant into the Teachers Retirement System, and;
3. Not retire pursuant to the statutory Early Retirement Option, or in any other way which causes the Cooperative to be compelled to pay TRS a “penalty” or other payment caused by the employee’s retirement.

The optional retirement benefit program shall be a total payment of \$10,000.00, which is to be paid in two forms – i) TRS creditable earnings and/or ii) a retirement severance payment, and shall be paid according to the following procedures:

1. A calculation will be made comparing the employee’s creditable earnings of the immediate previous year with his/her creditable earnings of the year he/she gave notice. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the retirement program payment necessary to increase his/her creditable earnings to 106% shall be paid to the employee in his/her last regular paycheck prior to June 30 of the first notice year, up to a maximum of \$2,500.00.
2. For each succeeding year of the notice period, where there exists a balance of the program payment to be made, comparison will be made between the employee’s creditable earnings of the previous year and the current year. That portion of the program payment necessary to increase the employee’s creditable earnings for the current year to 106% will be paid to the employee as creditable earnings in his/her last regular paycheck prior to June 30 of the current year, up to a maximum of \$2,500.00 each year. In any succeeding year, if the balance of program payment due is less than the amount needed to increase the employee’s creditable earnings to 106%, then only the amount remaining will be paid to the employee as creditable earnings in the current year.
3. In the event the entire program payment due the employee is not paid as creditable earnings during the notice period, the remaining balance will be paid to the employee as a severance payment. Such payment shall be made within ten (10) days after the employee’s last

workday and/or receipt of his/her last regular paycheck, whichever comes last. This payment shall be deemed compensation for the employee's waiver of tenure or other right of continuing employment, and shall not be deemed payment for professional or other services rendered. The payment shall be subject to withholding as required by law. This severance payment will not be treated as creditable earnings under TRS.

4. Any employee that qualifies for and receives retirement benefits under this program and subsequently decides to retire under ERO shall be obligated to refund all monies received under this retirement program.

5. This provision shall be of no effect to the extent that Teachers Retirement System determines that the payments mentioned in this paragraph 6.7 results in any penalty or other costs to the employer in respect to the employee's retirement. In such event this paragraph 6.7 shall be deemed stricken, and the parties shall meet as soon as possible and negotiate a successor provision which results in no penalty.

6.8 Tuition and Lab Fee Reimbursement

Employees who earn graduate hour credit may advance on the salary schedule provided the following requirements are met:

The employee shall present a request for course/subject approval to the Director in advance of taking the course.

The Director may accept or reject the course based on its pertinence to the area of education or as the course relates to areas of responsibility.

Once advance approval for the course is given and the course is taken, the following conditions must be met prior to the teacher receiving appropriate salary schedule placement.

1. All hours must be earned from an accredited college or university.
2. Satisfactory completion of the course must be demonstrated.
3. A transcript from the college or university demonstrating successful completion must be on file in the District's Administrative Office no later than September 1st.
4. The Cooperative will create a tuition reimburse fund of \$5,000 per year for the purpose of reimbursing employees the cost of approved tuition and lab fees. At the end of the school year the fund monies will be distributed on a per credit hour taken. If enough monies are available, the employee will be reimbursed the actual cost of the tuition and lab fees (not to exceed the tuition and fees as established by S.I.U. at Carbondale). The cooperative will be responsible for a maximum of twelve semester hours earned in a three (3) year period.

Teachers shall advance to the appropriate earned step on the salary schedule only at the beginning of the academic year.

ARTICLE VII - LENGTH OF CONTINUING SERVICE

7.1 Length of continuing service shall be defined with the Illinois School Code to the Perandoe Special Education Cooperative. The following criteria shall be used in determining length of continuing service in the Cooperative.

1. Continuous service shall begin from the first day the employee is paid for his/her duties in the Cooperative;
2. Less than full-time consecutive years of employment shall be counted as continuous service on a pro-rata basis.
3. If the employee resigns and is subsequently re-employed in the Cooperative, and the employee again acquires tenure, consecutive years of service shall again commence upon that re-acquisition of tenure and prior tenured consecutive service shall not be counted for length of continuing service.

7.2 The employer shall maintain and annually update a Sequence of Honorable Dismissal list, pursuant to the requirements for Section 24-12 of the Illinois School Code.

7.3 If the District length of continuing service is equal between two or more employees as determined above, the following criteria shall be used in determining which employee(s) shall be honorably dismissed by the Board, if necessary as required by the Illinois School Code.

1. Length of continuing service shall be determined by the total number of years of service to the Cooperative regardless of whether or not the service is continuous. In determining total years of service to the Cooperative, factors concerning leaves of absence, less than full-time employment, and resignation shall be determined as in the case above.

2. If the total years of service to the Cooperative as determined above is equal, then length of continuing service shall be determined by the employee's approved position on the salary schedule. The employee with the highest salary (approved horizontal position) shall have the most Cooperative length of continuing service.

3. If the total years of service to the District, and the approved horizontal position on the salary schedule are equal, Cooperative length of continuing service shall be determined by a random lot selection conducted by the Board.

7.4 These rules regarding length of continuing service apply to the employee's length of continuing service only in the Perandoe Special Education Cooperative.

7.5 The parties agree that when the Board of Control of the Perandoe Special Education Cooperative determines that when it becomes necessary to reduce the number of employees, the provisions of the Illinois School Code Section 24-11 and Section 24-12 apply and not the grievance procedure of this Agreement.

7.6 A seniority list shall be maintained and annually updated by February 1, reflecting the length of service to the Cooperative based upon the first day an employee is paid for his/her duties.

ARTICLE VIII - WORKING CONDITIONS

8.1 Work Year

The regular work year shall consist of 180 employee work days for teachers, 185 employee work days for art therapists and 185 employee work days for social workers employed at the Perandoe Educational Program and 190 employee work days for central office staff (social workers, educational diagnosticians, behavior-intervention specialists, psychologists, and other central office teachers.

When an employee's work year extends beyond the local districts' work year, the employee shall be allowed flexibility in determining the dates he or she will work in his or her work year outside the work year of the local district with the approval of the Director, provided the employee works all of the days in his or her work year.

8.2 Vacancy Notice

In the event a position becomes vacant and the Board elects to fill that vacancy or the Board creates a new position, the Director or designee shall post in the administrative office of the Cooperative a notice of all vacancies and/or newly created positions as they occur. The Director shall also concurrently email said notice to the Union President. Said vacancy shall be posted internally for ten (10) working days prior to being posted externally, except for immediate vacancies. Immediate vacancies are defined as vacancies that arise during the then-current school year or within thirty (30) days prior to the start of the school year. Vacancy shall be due to resignation, death or retirement of an employee.

8.3 Assigned Space

Employees shall be provided an assigned space, a desk and a lockable filing cabinet.

8.4 Office Equipment

A work space for employees shall be provided. The location shall be determined by the Executive Director. Computers, telephones for non-toll calls and copying equipment shall be provided for employee use. (Personal calls may be made by the employee's credit card or reversed charges.)

8.5 Right of Representation

Whenever an employee is required to appear before the Board of Control or the Director of the Cooperative concerning a reduction in salary, oral or written warning which is placed in the employee's personnel file, suspension with or without pay, or dismissal, the employee shall be entitled to a representative present upon request. The right of representation does not include evaluation conferences.

8.6 Initial Salary Placement

Effective the 2001-2002 school year, all newly hired employees will be given experience credit for placement on the salary schedule based on the following formula:

- a. Full credit will be given for years of public school teaching and/or Pupil Personnel Services (PPS) experience.

- b. One-half (.5) credit will be given for all non-public school teaching and/or PPS experience as a certified employee.
- c. Effective August 15, 2004, current employees who did not receive credit in accordance with the formula above shall be given credit and placed on the appropriate salary step.
- d. Fractionalized years shall not count when computing initial employment. For example, an employee with thirteen (13) years of outside experience will be placed on step 6 of the salary schedule.
- e. Employees who work ninety (90) or more school days in a school year will receive one year of experience on the salary schedule. Vertical advancement will occur on the first day of the school year.
- f. As determined by the Board, up to six (6) steps will be given for non-school experience which requires the licensure for which the employee is employed by Perandoe.
- g. School Psychologists and School Social Workers shall be initially placed in the MS+30 Column of the salary schedule, unless they qualify for the MS+45 Column.

8.7 Summer Evaluations

If the Perandoe Special Education District decides to employ school psychologists for extended year employment it shall notify the President of the Perandoe Special Education Council Local #6307. Such notice will include the number of cases to be completed. Volunteers will be sought from current members of the bargaining unit. If no member of the bargaining unit applies or not enough members of the bargaining unit apply for extended employment, the Special Education District may employ individuals outside the bargaining unit.

Prior to the assigning of employees to extended year employment, the Director will meet with the Union to do the following:

1. Determine from which buildings these cases originate;
2. Determine the number of employees willing and available to complete cases during the extended school year, and the cases to which the individuals will be assigned during the extended school term.

The total number of cases will be divided equally among those employees who volunteer. For example if three (3) employees volunteer for summer employment and there is a total of forty-five (45) evaluations to be completed, each qualified employee will be given fifteen (15) cases. If the number of cases does not divide equally, any odd number will be distributed to an employee(s) selected by the director. The number of cases to be completed will be determined by the special Education District.

The Board of Control shall compensate employees on extended year employment at their daily per diem rate or \$300.00 per day whichever is greater. The per diem rate shall be computed by dividing each employee's salary scheduled amount of 190. All requests for payment of extended school year services must be submitted within ten school days after the beginning of the new school term.

There are currently three types of per diem assignments. The first type involves a full psychological evaluation. Payment will be based on the completed test battery and submission of a first draft of the eligibility documentation incorporating the case study evaluation components available at the time of the evaluation. When more than one employee is involved

in the completion of an evaluation, payment will be divided equally between both professionals but will not exceed \$300 per case or 1 per diem whichever is greater.

A second type of case involves achievement testing, with a comprehensive review of previous testing. Payment will be based on the completion of two cases per day and will be based on the completed test battery and by the submission of a draft eligibility documentation. When more than one employee is involved in the completion of an evaluation, payment will be divided equally between both professionals but will not exceed \$150 per case or ½ per diem whichever is greater.

A third type of case involves a paper only evaluation, which includes a comprehensive review of previous assessment information. Payment will be based on the completion of three cases per day and will be based on a completion of a paper review of previous documentation. When more than one employee is involved in the completion of an evaluation, payment will be divided equally between both professionals but will not exceed \$100 per case or 1/3 per diem whichever is greater.

8.8 Assignments

The Board and the Union, being parties to a collective bargaining relationship, and sharing an interest and desire to resolve any and all existing differences related to staff assignment, do agree as follows:

In the work environment of the Perandoe Special Education District, staff members are encouraged to pursue areas of mastery and interest. The satisfaction and rewards of job placement for all staff members is considered important to the foundation of the cooperative.

It is the practice of the Perandoe Special Education District to recruit and employ the very best candidates for positions within the district. Employees are hired into a position (psychologist, social worker, teacher) not into an assignment (a particular district or a type/level of service). Based on the needs of the cooperative as a whole, the Director may make shifts in assignments that are considered, in his or her discretion, in the best interest of the students and districts of the cooperative. The Director will give consideration not only to the needs of the cooperative but also the professional vision of the employees involved. Prior to major reassignments, the Union will be contacted and given opportunity for input.

ARTICLE IX - EMPLOYEE EVALUATION

9.1 Evaluation Instrument

Employees shall be evaluated according to the Perandoe Evaluation Plan developed by the Joint PERA Committee and in compliance with the Illinois School Code and Administrative Rules on evaluation. Any changes to the Evaluation Plan must be mutually agreed upon in writing by the Joint PERA Committee.

In addition, when the Joint PERA Committee finishes its work, nothing in the Evaluation Plan can be changed without the agreement of the Joint PERA Committee.

ARTICLE X - DUES DEDUCTION

The employer shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Dues revocations are processed by the Union.

The Union shall indemnify and hold harmless the Board of Control, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the Board of Control for the purposes of complying with the above notice, certification, affidavit, or assignment furnished by the Union under any such provisions.

The Union shall be notified at least one business day prior to the employer's response to a Freedom of Information Act (FOIA) request that asks for the following information regarding any bargaining unit member: names, email addresses, any part of the home address, or list of members of the union, dues payers, or non-members.

ARTICLE XI - EFFECT OF THE AGREEMENT

11.1 No Strike

During the terms of the Agreement, the Union agrees that there shall be no strike or withholding of services.

11.2 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding regarding the provisions of this Agreement. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of both parties in a written amendment executed in accordance with the provisions of this Agreement.

11.3 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.

11.4 Management Rights

The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy.

- A. The Functions of the Board
- B. Standards of Service
- C. The Board's Overall Budget
- D. Selection of New Employees
- E. Direction of All Employees

11.5 Duration

This Agreement shall be effective August 15, 2019 and shall continue in effect until August 15, 2022.

This Agreement is signed this _____ day of _____, 2019.

In Witness Whereof:

For Perandoe Special Education Council, Local 6307, Illinois Federation of Teachers

President, Perandoe Council, Local 6600

Witness

For the Perandoe Special Education Cooperative

Perandoe Executive Director

MEMORANDUM OF UNDERSTANDING

It is understood that if a conflict arises over an employee's working conditions as outlined in this agreement or the jurisdiction of an employee's supervisor, the Executive Director's decision or this Agreement shall supersede any other Supervisor(s) decision. Nothing in this memorandum of understanding limits the rights of the union to bargain or limit rights that otherwise exist under law.

Appendix A
2019-2020

180 DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	35250	36000	36750	37500	41800	45800
2	36285	37035	37785	38535	42835	46835
3	37320	38070	38820	39570	43870	47870
4	38355	39105	39855	40605	44905	48905
5	39390	40140	40890	41640	45940	49940
6	40425	41175	41925	42675	46975	50975
7	41460	42210	42960	43710	48010	52010
8	42495	43245	43995	44745	49045	53045
9	43530	44280	45030	45780	50080	54080
10	44565	45315	46065	46815	51115	55115
11	45600	46350	47100	47850	52150	56150
12	46635	47385	48135	48885	53185	57185
13	47670	48420	49170	49920	54220	58220
14	48705	49455	50205	50955	55255	59255
15	49740	50490	51240	51990	56290	60290
16	50775	51525	52275	53025	57325	61325
17	51810	52560	53310	54060	58360	62360
18	52845	53595	54345	55095	59395	63395
19	53880	54630	55380	56130	60430	64430
20	54915	55665	56415	57165	61465	65465
21	55950	56700	57450	58200	62500	66500
22	56985	57735	58485	59235	63535	67535
23	58020	58770	59520	60270	64570	68570
24	59055	59805	60555	61305	65605	69605
25	60090	60840	61590	62340	66640	70640
26	61125	61875	62625	63375	67675	71675
27	62160	62910	63660	64410	68710	72710
28	63195	63945	64695	65445	69745	73745
29	64230	64980	65730	66480	70780	74780
30	65265	66015	66765	67515	71815	75815

Appendix A
2019-2020

185 DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	36229	36979	37729	38479	42779	46779
2	37264	38014	38764	39514	43814	47814
3	38299	39049	39799	40549	44849	48849
4	39334	40084	40834	41584	45884	49884
5	40369	41119	41869	42619	46919	50919
6	41404	42154	42904	43654	47954	51954
7	42439	43189	43939	44689	48989	52989
8	43474	44224	44974	45724	50024	54024
9	44509	45259	46009	46759	51059	55059
10	45544	46294	47044	47794	52094	56094
11	46579	47329	48079	48829	53129	57129
12	47614	48364	49114	49864	54164	58164
13	48649	49399	50149	50899	55199	59199
14	49684	50434	51184	51934	56234	60234
15	50719	51469	52219	52969	57269	61269
16	51754	52504	53254	54004	58304	62304
17	52789	53539	54289	55039	59339	63339
18	53824	54574	55324	56074	60374	64374
19	54859	55609	56359	57109	61409	65409
20	55894	56644	57394	58144	62444	66444
21	56929	57679	58429	59179	63479	67479
22	57964	58714	59464	60214	64514	68514
23	58999	59749	60499	61249	65549	69549
24	60034	60784	61534	62284	66584	70584
25	61069	61819	62569	63319	67619	71619
26	62104	62854	63604	64354	68654	72654
27	63139	63889	64639	65389	69689	73689
28	64174	64924	65674	66424	70724	74724
29	65209	65959	66709	67459	71759	75759
30	66244	66994	67744	68494	72794	76794

Appendix A
2019-2020

190						
DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	37208	37958	38708	39458	43758	47758
2	38243	38993	39743	40493	44793	48793
3	39278	40028	40778	41528	45828	49828
4	40313	41063	41813	42563	46863	50863
5	41348	42098	42848	43598	47898	51898
6	42383	43133	43883	44633	48933	52933
7	43418	44168	44918	45668	49968	53968
8	44453	45203	45953	46703	51003	55003
9	45488	46238	46988	47738	52038	56038
10	46523	47273	48023	48773	53073	57073
11	47558	48308	49058	49808	54108	58108
12	48593	49343	50093	50843	55143	59143
13	49628	50378	51128	51878	56178	60178
14	50663	51413	52163	52913	57213	61213
15	51698	52448	53198	53948	58248	62248
16	52733	53483	54233	54983	59283	63283
17	53768	54518	55268	56018	60318	64318
18	54803	55553	56303	57053	61353	65353
19	55838	56588	57338	58088	62388	66388
20	56873	57623	58373	59123	63423	67423
21	57908	58658	59408	60158	64458	68458
22	58943	59693	60443	61193	65493	69493
23	59978	60728	61478	62228	66528	70528
24	61013	61763	62513	63263	67563	71563
25	62048	62798	63548	64298	68598	72598
26	63083	63833	64583	65333	69633	73633
27	64118	64868	65618	66368	70668	74668
28	65153	65903	66653	67403	71703	75703
29	66188	66938	67688	68438	72738	76738
30	67223	67973	68723	69473	73773	77773

Appendix A
2020-2021

180 DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	35750	36500	37250	38000	42300	46300
2	36825	37575	38325	39075	43375	47375
3	37900	38650	39400	40150	44450	48450
4	38975	39725	40475	41225	45525	49525
5	40050	40800	41550	42300	46600	50600
6	41125	41875	42625	43375	47675	51675
7	42200	42950	43700	44450	48750	52750
8	43275	44025	44775	45525	49825	53825
9	44350	45100	45850	46600	50900	54900
10	45425	46175	46925	47675	51975	55975
11	46500	47250	48000	48750	53050	57050
12	47575	48325	49075	49825	54125	58125
13	48650	49400	50150	50900	55200	59200
14	49725	50475	51225	51975	56275	60275
15	50800	51550	52300	53050	57350	61350
16	51875	52625	53375	54125	58425	62425
17	52950	53700	54450	55200	59500	63500
18	54025	54775	55525	56275	60575	64575
19	55100	55850	56600	57350	61650	65650
20	56175	56925	57675	58425	62725	66725
21	57250	58000	58750	59500	63800	67800
22	58325	59075	59825	60575	64875	68875
23	59400	60150	60900	61650	65950	69950
24	60475	61225	61975	62725	67025	71025
25	61550	62300	63050	63800	68100	72100
26	62625	63375	64125	64875	69175	73175
27	63700	64450	65200	65950	70250	74250
28	64775	65525	66275	67025	71325	75325

Appendix A
2020-2021

185 DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	36743	37493	38243	38993	43293	47293
2	37818	38568	39318	40068	44368	48368
3	38893	39643	40393	41143	45443	49443
4	39968	40718	41468	42218	46518	50518
5	41043	41793	42543	43293	47593	51593
6	42118	42868	43618	44368	48668	52668
7	43193	43943	44693	45443	49743	53743
8	44268	45018	45768	46518	50818	54818
9	45343	46093	46843	47593	51893	55893
10	46418	47168	47918	48668	52968	56968
11	47493	48243	48993	49743	54043	58043
12	48568	49318	50068	50818	55118	59118
13	49643	50393	51143	51893	56193	60193
14	50718	51468	52218	52968	57268	61268
15	51793	52543	53293	54043	58343	62343
16	52868	53618	54368	55118	59418	63418
17	53943	54693	55443	56193	60493	64493
18	55018	55768	56518	57268	61568	65568
19	56093	56843	57593	58343	62643	66643
20	57168	57918	58668	59418	63718	67718
21	58243	58993	59743	60493	64793	68793
22	59318	60068	60818	61568	65868	69868
23	60393	61143	61893	62643	66943	70943
24	61468	62218	62968	63718	68018	72018
25	62543	63293	64043	64793	69093	73093
26	63618	64368	65118	65868	70168	74168
27	64693	65443	66193	66943	71243	75243
28	65768	66518	67268	68018	72318	76318

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2020-2021

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DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	37736	38486	39236	39986	44286	48286
2	38811	39561	40311	41061	45361	49361
3	39886	40636	41386	42136	46436	50436
4	40961	41711	42461	43211	47511	51511
5	42036	42786	43536	44286	48586	52586
6	43111	43861	44611	45361	49661	53661
7	44186	44936	45686	46436	50736	54736
8	45261	46011	46761	47511	51811	55811
9	46336	47086	47836	48586	52886	56886
10	47411	48161	48911	49661	53961	57961
11	48486	49236	49986	50736	55036	59036
12	49561	50311	51061	51811	56111	60111
13	50636	51386	52136	52886	57186	61186
14	51711	52461	53211	53961	58261	62261
15	52786	53536	54286	55036	59336	63336
16	53861	54611	55361	56111	60411	64411
17	54936	55686	56436	57186	61486	65486
18	56011	56761	57511	58261	62561	66561
19	57086	57836	58586	59336	63636	67636
20	58161	58911	59661	60411	64711	68711
21	59236	59986	60736	61486	65786	69786
22	60311	61061	61811	62561	66861	70861
23	61386	62136	62886	63636	67936	71936
24	62461	63211	63961	64711	69011	73011
25	63536	64286	65036	65786	70086	74086
26	64611	65361	66111	66861	71161	75161
27	65686	66436	67186	67936	72236	76236
28	66761	67511	68261	69011	73311	77311

Appendix A
2021-2022

180 DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	36250	37000	37750	38500	42800	46800
2	37450	38200	38950	39700	44000	48000
3	38650	39400	40150	40900	45200	49200
4	39850	40600	41350	42100	46400	50400
5	41050	41800	42550	43300	47600	51600
6	42250	43000	43750	44500	48800	52800
7	43450	44200	44950	45700	50000	54000
8	44650	45400	46150	46900	51200	55200
9	45850	46600	47350	48100	52400	56400
10	47050	47800	48550	49300	53600	57600
11	48250	49000	49750	50500	54800	58800
12	49450	50200	50950	51700	56000	60000
13	50650	51400	52150	52900	57200	61200
14	51850	52600	53350	54100	58400	62400
15	53050	53800	54550	55300	59600	63600
16	54250	55000	55750	56500	60800	64800
17	55450	56200	56950	57700	62000	66000
18	56650	57400	58150	58900	63200	67200
19	57850	58600	59350	60100	64400	68400
20	59050	59800	60550	61300	65600	69600
21	60250	61000	61750	62500	66800	70800
22	61450	62200	62950	63700	68000	72000
23	62650	63400	64150	64900	69200	73200
24	63850	64600	65350	66100	70400	74400
25	65050	65800	66550	67300	71600	75600

Appendix A
2021-2022

185 DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	37257	38007	38757	39507	43807	47807
2	38457	39207	39957	40707	45007	49007
3	39657	40407	41157	41907	46207	50207
4	40857	41607	42357	43107	47407	51407
5	42057	42807	43557	44307	48607	52607
6	43257	44007	44757	45507	49807	53807
7	44457	45207	45957	46707	51007	55007
8	45657	46407	47157	47907	52207	56207
9	46857	47607	48357	49107	53407	57407
10	48057	48807	49557	50307	54607	58607
11	49257	50007	50757	51507	55807	59807
12	50457	51207	51957	52707	57007	61007
13	51657	52407	53157	53907	58207	62207
14	52857	53607	54357	55107	59407	63407
15	54057	54807	55557	56307	60607	64607
16	55257	56007	56757	57507	61807	65807
17	56457	57207	57957	58707	63007	67007
18	57657	58407	59157	59907	64207	68207
19	58857	59607	60357	61107	65407	69407
20	60057	60807	61557	62307	66607	70607
21	61257	62007	62757	63507	67807	71807
22	62457	63207	63957	64707	69007	73007
23	63657	64407	65157	65907	70207	74207
24	64857	65607	66357	67107	71407	75407
25	66057	66807	67557	68307	72607	76607

Appendix A
2021-2022

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DAYS	BS	BS+15	MS	MS+15	MS+30	MS+45
1	38264	39014	39764	40514	44814	48814
2	39464	40214	40964	41714	46014	50014
3	40664	41414	42164	42914	47214	51214
4	41864	42614	43364	44114	48414	52414
5	43064	43814	44564	45314	49614	53614
6	44264	45014	45764	46514	50814	54814
7	45464	46214	46964	47714	52014	56014
8	46664	47414	48164	48914	53214	57214
9	47864	48614	49364	50114	54414	58414
10	49064	49814	50564	51314	55614	59614
11	50264	51014	51764	52514	56814	60814
12	51464	52214	52964	53714	58014	62014
13	52664	53414	54164	54914	59214	63214
14	53864	54614	55364	56114	60414	64414
15	55064	55814	56564	57314	61614	65614
16	56264	57014	57764	58514	62814	66814
17	57464	58214	58964	59714	64014	68014
18	58664	59414	60164	60914	65214	69214
19	59864	60614	61364	62114	66414	70414
20	61064	61814	62564	63314	67614	71614
21	62264	63014	63764	64514	68814	72814
22	63464	64214	64964	65714	70014	74014
23	64664	65414	66164	66914	71214	75214
24	65864	66614	67364	68114	72414	76414
25	67064	67814	68564	69314	73614	77614