

## **ARTICLE 1**

### **RECOGNITION AND DEFINITIONS**

#### **1.1 RECOGNITION**

The Board of Education of Community Unit School District #303, Kane County, Illinois, as the Administrative District for the Mid-Valley Special Education Cooperative (hereinafter referred to as the 'Employer', 'Board' or the 'District') recognizes the Therapy Association of St. Charles, IEA-NEA (hereinafter referred to as the 'Association') as the sole and exclusive bargaining representative for all full and part-time physical therapists, occupational therapists, physical therapy assistants, and occupational therapy assistants employed by the District (hereinafter referred to as the 'Employees') excluding Central Office Administrators, Mid-Valley Special Education Administrators, District Directors, High School Directors, Principals, Associate Principals, Assistant Principals, High School Athletic Directors, Deans, Instructional Coordinators, and Outside Consultants and other supervisory and/or administrative personnel as defined by the Illinois Educational Labor Relations Act, and employees represented by the St. Charles Education Association, the St. Charles Educational Support Personnel Association, and the St. Charles Transportation and Maintenance Association.

#### **1.2 PART-TIME EMPLOYEES**

Employees included in the Association, working on other than a full-time basis, shall be provided benefits and conditions as specified in this Agreement.

## ARTICLE 2

### MANAGEMENT'S RIGHTS

All Management rights and functions, except those that are elsewhere expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to:

1. The control of property and the composition, assignment, direction, and determination of the size and type of the Support Staff;
2. The right to determine work to be done and the standards to be met by the employees covered by this Agreement;
3. The right to change or introduce new programs and courses of instruction, methods, processes, means and facilities;
4. The right to hire, establish work schedules, assign or transfer District employees;
5. The right to determine the qualifications of employees. No such management rights and functions shall be in violation of state or federal law.

## ARTICLE 3

### **BARGAINING PROCEDURES**

#### **3.1 RELEASE TIME FOR BARGAINING**

If negotiations are scheduled by mutual agreement of the parties during regular working hours, released time shall be provided for members of the Association's negotiating committee.

#### **3.2 MEDIATION**

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if the parties to this Agreement determine that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

#### **3.3 PRINTING OF CONTRACT, COSTS, AND DISTRIBUTION**

Within sixty (60) days after the Agreement is signed, copies of this Agreement shall be printed and presented to each Employee now employed, hereafter employed or considered for employment. In addition, the Employer shall provide each member of the Association Executive Committee Board one copy of the Agreement together with one building copy without charge to the Association.

## **ARTICLE 4**

### **GRIEVANCE PROCEDURE**

#### **4.1 DEFINITIONS**

A grievance shall be any claim by the Association, an Employee, or group of Employees that the terms of this Agreement have been misapplied, misinterpreted or violated by the Employer.

- A. All time limits consist of days which the Central Administrative office is officially open for business.
- B. Any grievance which is not raised or processed within the following time limits shall be considered to have been waived; but such waiver shall not bar filing of future grievances of a similar nature.
- C. The grievance shall specify in writing the nature of the grievance and the section(s) of the Agreement which is allegedly being violated.

#### **4.2 PROCEDURES**

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

##### **A. STEP I**

The grievant shall present the grievance in writing to the Mid-Valley Special Education Cooperative Director within fifteen (15) days of the date the grievant knew or should have known of the events giving rise to the grievance. The Director shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the Director shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Director's written response, including the reasons for the decision.

##### **B. STEP II**

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.

##### **C. STEP III**

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Employer within ten (10) days of the date of the Step II answer, then the grievance shall be deemed withdrawn. The American

Arbitration Association will be requested to provide a panel of seven (7) arbitrators within five (5) days of the demand. The parties shall alternately strike one name at a time from the panel until only one shall remain. The remaining name will be the arbitrator.

**4.3 BYPASS**

By mutual agreement, any step of the grievance procedure may be bypassed.

**4.4 NO REPRISALS CLAUSE**

No reprisals shall be taken by the Employer against any Employee because of the Employee's participation or refusal to participate in a grievance.

**4.5 RELEASED TIME**

Should the investigation or processing of any grievance require that an Employee or an Association representative be released from their regular assignment, the Employee and/or Association representative shall be released without loss of pay or benefits provided that prior notice is given to the immediate supervisor.

**4.6 FILING OF MATERIALS**

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

**4.7 GRIEVANCE WITHDRAWAL**

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

**4.8 NO WRITTEN RESPONSE**

If no written decision has been rendered within the time limits indicated by a Step, then the grievance shall be deemed denied and may be advanced to the next Step.

**4.9 EXPEDITED ARBITRATION**

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

**4.10 COSTS**

The fees and the expenses of a transcript, if jointly requested, shall be shared equally by the parties. If a transcript is requested by only one party, that party shall assume the full cost of same, including the arbitrator's copy. Each party shall bear its own costs of preparation, including those of witnesses and representatives at the hearing.

#### **4.11 SETTLEMENT**

By mutual agreement, a grievance may be settled at any Step without establishing precedent.

#### **4.12 PROCEDURES**

- A. The decision of the arbitrator shall be final and binding upon the parties.
- B. The arbitrator shall have no authority to add to, subtract from, ignore, alter, modify or amend in any way the express terms of this Agreement, it being understood that this authority shall be limited to deciding the specific issue or issues submitted to her/him in writing by the parties.

## ARTICLE 5

### **EMPLOYEE RIGHTS**

#### **5.1 RIGHT TO ORGANIZE AND PARTICIPATE**

Employees shall have the right to organize, join and assist the Association, to participate in negotiations with the Employer through representatives of their own choosing, and to engage in other activities as protected by law.

#### **5.2 STATE AND FEDERAL RIGHTS**

The Employer shall not discriminate against any Employee with respect to hours, wages or terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association or in negotiations with the Employer nor shall the Employer discriminate against any Employee for their institution of any grievance, complaint, or proceeding under this Agreement, the Illinois Educational Labor Relations Act, or any other Judicial or Administrative Agency.

#### **5.3 EMPLOYER HEARINGS/EMPLOYEE RIGHTS**

Any Employee who is required to attend a meeting or conference with Administration in which discipline is to be imposed or discussed may request that an Association representative be present. If such request is made either before or during the meeting, said meeting will be adjourned until the Association representative is available.

#### **5.4 DUTY FREE LUNCH**

Every Employee whose duties require attendance at the school for a period of four (4) or more clock hours in any school day, shall be entitled to and be allowed a duty free lunch period equal to the regular school lunch period but not less than 30 minutes in each school day.

#### **5.5 RULES AND REGULATIONS**

All policies, regulations, and rules of the Employer relating to the Employee's employment must be published and readily available to the Employees. Copies of building policies, regulations and rules shall be distributed to each Employee in that building on the first day of school. Changes in existing policies, regulations, and rules shall be distributed to each Employee immediately preceding implementation.

#### **5.6 EMPLOYEE NOTIFICATION OF ASSIGNMENTS**

An Employee shall be given written notice of a change in his/her District assignment(s) and building assignment(s) for the forthcoming year no later than sixty (60) days prior to the first day of the new school term. MVSEC shall not arbitrarily change the assignment of an employee to a District or Districts or to a particular building arbitrarily. MVSEC will relocate materials and equipment under the Employee's supervision. Employee's will be given notification of her/his tentative caseload for the forthcoming year as soon as it is available and not later than August 1.

## **ARTICLE 6**

### **ASSOCIATION RIGHTS**

#### **6.1 ASSOCIATION RIGHTS**

The Association President shall be afforded an opportunity to address the Board or the Mid-Valley Advisory Board upon request. The District shall also provide to the Association President notice of any regular or special meeting along with a copy of the agenda, minutes from the previous meeting, and all pertinent documents that will be considered at the meeting, except those not subject to public disclosure under the Illinois Open Meetings Act, by 3:00 p.m. the preceding Friday.

#### **6.2 BOARD MINUTES - ASSOCIATION COPIES**

A copy of approved Board and Mid-Valley Advisory Board minutes and shall be mailed or placed in the mailbox of the president of the Association as soon as they have been prepared. Personnel reports including the names and building assignments of newly hired Employees shall be provided to the Association.

#### **6.3 ASSOCIATION LEAVE**

The Association shall be granted an aggregate number of leave days equal to ten (10) regular school days to send representatives to local, state, or national conferences or on other business pertinent to Association affairs. The Association shall reimburse the District for the cost of substitute(s) if substitutes are used.

#### **6.4 CONTRACT - UNIFORM APPLICATION**

Both parties agree that the provisions of this Agreement shall not be applied in a manner that is arbitrary, capricious, or discriminatory.

#### **6.5 COMPLAINT PROCEDURE**

The Association is encouraged to raise and discuss any problem encountered by Employees with respect to existing District #303 or Mid Valley Special Education Cooperative operations, practices or policies or changes made thereto (but falling outside 4.1).

- A. Such problems should be raised initially in writing to the Director of the MVSEC and a meeting shall be scheduled with the Director and the Association within three (3) working days thereafter.
- B. Such problems may be referred by the President of TASC to either the chair of the MVSEC Advisory Board or the Superintendent of D303 or her/his designee according to whether the operation, practice or policy is of the Advisory Board of D303, or if the Association is not satisfied with the outcome of Section 6.5 (A) above.

- C. The Director and members designated by the Association (not to exceed 3 in number) shall meet at least quarterly to discuss matters arising under this Agreement or relating to the employment of Employees.

## **6.6 PAYROLL DEDUCTIONS**

### **A. PROCEDURES FOR MEMBERSHIP AUTHORIZATION**

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form prepared by the Association and submitted to the Superintendent or his/her designee. Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Superintendent and the Association prior to September 1<sup>st</sup> of any school year, to be effective for such year.

### **B. PAYMENT TO THE ASSOCIATION**

Authorizations submitted to the Superintendent or his/her designee by the 15<sup>th</sup> of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

### **C. INDEMNIFICATION**

The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and costs incurred in connection with any such claim, demand, or suit, resulting from any reasonable action taken or omitted by the Employer for the purpose of complying with the provisions of this section.

### **D. FAIR SHARE**

1. Each Employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the Employee does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and,
  - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.
- a. 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 Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

#### **6.7 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT**

The Employer will allow the Association to use District facilities for committee, general or building Employee meetings, outside of school attendance hours, subject to rules of the District for non-school use. If the facility is unavailable, another District facility will be provided, where possible. Association members will be allowed to store Association materials at their work site in a place not available to students. In addition, the Association shall have the right to use equipment including typewriters, duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer, e-mail and word processing equipment at reasonable times when such equipment is not in use. The Association shall pay for the reasonable cost of all materials, supplies and operator (when necessary) incident to such use.

#### **6.8 ASSOCIATION BUSINESS**

Association Representatives shall be permitted to transact Association business on school property provided the Administrator in charge has been notified. The Association shall have the right to communicate with its members via the telephone, inter-school mail, e-mail, bulletin boards for suitable notices, and hold periodic building meetings.

## ARTICLE 7

### WORKING CONDITIONS

#### 7.1 NEW EMPLOYEES

All new employees shall be on a probationary status for the first ninety (90) school calendar days of employment. The Assistant Superintendent for Human Resources may extend the probationary period for an additional thirty (30) school calendar days with prior written notification to the Employee and to the Association. During such probationary period, an Employee may be discharged, laid off or otherwise terminated at the sole discretion of the District, without recourse to the grievance procedure set forth in the Agreement, with two (2) weeks written notice to the Employee and a written notice to the Association President. Upon completion of the probationary period, an Employee's seniority shall date back to his/her date of hire.

#### 7.2 PROFESSIONAL DAY

The regularly scheduled therapist day will be fifteen minutes before the start of the pupil day and fifteen minutes after the end of the pupil day: additional regularly scheduled meetings requiring staff attendance, insofar as possible, will be scheduled within the school day. To best address caseload needs, start and end times may be adjusted for part time therapists with approval of the MVSEC Team Leader. The parties recognize that at times IFSP, IEP, 504 and other student treatment related meetings must be scheduled to begin or end at a time outside the above stated professional day. The necessary scheduling of such meetings outside the day established herein shall not be construed as a violation of this provision. Bargaining Unit Members may further adjust her/his attendance with prior approval of the MVSEC Director during periods when there is an increased requirement for meetings outside the Professional Day.

#### 7.3 PREPARATION TIME/PROFESSIONAL DEVELOPMENT PERIODS

Each therapist's daily schedule for at least four (4) days of each five (5) day work week shall include at least thirty (30) minutes of preparation time during which the therapists shall not be engaged in the delivery of direct or consult services. This thirty (30) minute period is in addition to the 15-minute periods before and after the student day. The work day on which no thirty (30) minute preparation period is scheduled (in a five day work week), shall include one half day during which the therapists shall not be engaged in the delivery of direct or consult services. This time may be scheduled for professional development or other professional responsibilities as approved by the Mid Valley Executive Director. Part time therapists will have pro-rated preparation time.

All therapists shall be granted at least one (1) day of release time each year to prepare for annual review IEP meetings. Any release time will be pro-rated for part time therapists.

## **7.4 SCHOOL CALENDAR**

Each therapist will work in conjunction with his or her Team Leader to develop an individualized school calendar that will best meet the needs of the therapist's assigned caseload.

The therapists work year will be equivalent to that adopted by D303 Board of Education for certificated school term employees. There shall be two (2) preparation days prior to the first student attendance day in the District where the Therapist is assigned. At the request of the member district, therapists who work more days than allocated in the D303 calendar will be compensated at their per diem rate for each additional day or portion thereof.

## **7.5 WORK ENVIRONMENT**

### **A. PHYSICAL FACILITIES**

Each therapist will designate a home school office according to her/his caseload. MVSEC shall provide the use of the following physical facilities for each Employee at her/his designated home school office:

1. Desk, chair and telephone
2. File cabinet with a lock to store confidential student working files
3. Computer for report writing, student instruction, classroom programs, and district email communication.

The district shall make a good faith effort to provide the items listed above at schools where a therapist is assigned at least one full day per week.

### **B. TREATMENT SPACE**

The district shall make a good faith effort at each school to provide designated treatment space that will allow for confidentiality of student treatment, equipment storage, adequate space for gross and fine motor activities and the safe use of suspended equipment.

### **C. EQUIPMENT AND MATERIALS FOR SERVICE DELIVERY**

The district shall make a good faith effort at each school to provide proper equipment and therapy materials as necessary to support the student's educational program and to conduct successful student intervention.

### **D. UNSAFE OR HAZARDOUS WORKING CONDITIONS**

The district shall make a good faith effort to insure that therapists are not required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

## **E. ISSUE RESOLUTION**

It is understood that matters of concern regarding working conditions will first be addressed to the Team Leader and/or administrator. For issues that have not been resolved, it is agreed between the Employer and the Association that the parties will establish a joint committee to: review physical facilities issues, existing treatment space concerns identified by Association members; investigate treatment space at the identified school; and propose resolutions to these concerns, especially in regard to student confidentiality, safety during treatment, and/or excessive set-up/treatment location change demands on a therapist within a school day. The committee will be convened as needed and will be comprised of five (5) persons: one (1) Team Leader, two (2) Association members, the Executive Director or his/her designee, and an additional administrator.

## **7.6 MEDICAL PROCEDURES**

Employees shall not be required to perform any procedures requiring a license under the Illinois Nursing Act.

## **7.7 PROFESSIONAL DEVELOPMENT**

### **A. CONTINUING EDUCATION**

The Employer shall continue to support the costs of Employee registration and related expenses for continuing education required by the state and national licensing boards to maintain the license to practice. Continuing education course attendance will not be limited to the state of Illinois.

College courses eligible for IOTA/IPTA/AOTA/APTA continuing education credit will be eligible for these continuing education funds.

The employer will pay an amount per individual therapist and/or assistant not to exceed 1.5% of the base salary of (STEP 1-COTA/PTA) which is prorated based on the percentage of full time equivalency.

### **B. REFERENCE LIBRARY**

The district shall maintain a therapy reference library for Employees for the duration of this contract. Employees will be surveyed to gather input regarding recommended resources. Resources will be housed at the Mid-Valley Special Education Office and will be available to Employees for checkout.

## **7.8 SURVEILLANCE**

Physical contact and handling of students is inherent in the delivery of therapy services. Physical contact of a student by a therapist, in and of itself, should not be misconstrued as inappropriate.

With this in mind, it is agreed the sole purpose and use of the video surveillance is to monitor illegal activity, unauthorized access to restricted areas, and unauthorized removal of personal and/or district property or damage to property. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

Surveillance shall only occur in common areas including, among others, hallways, Administrative or Main School offices, parking lots, grounds, and cafeterias. Classrooms shall also be included as mutually agreed upon by the educator and administrator. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the Member District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. If the review of data reveals an alleged incident by an employee, the following process will be followed:

1. The Employee and the Association will be notified if the District intends to investigate the alleged incident. Such notification shall be in writing.
2. The Employee, the Association representative and/or the Employee's representative may review the data depicting the alleged incident, including the entire video clip.
3. The Employee will be advised of their right to be represented in all investigatory meetings regarding alleged incident unless the Employee declines representation.
4. Any discipline that may be imposed against the Employee as a result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All employees are informed, per this contract, of the use of the surveillance equipment. All new employees shall be notified in writing, of the use of surveillance equipment as part of the new employee orientation.

## **ARTICLE 8**

### **EMERGENCY SCHOOL CLOSING**

Employees are not expected to report for work on any “snow days” or other emergency school closings for which students are excused. Employees will make up any days for which the school is closed as a snow day and, therefore, will not be expected to be present during the closing.

## **ARTICLE 9**

### **LEAVES**

#### **9.1 SICK LEAVE**

Employees shall be entitled to paid sick leave, to be used on account of illness, as follows:

Twelve (12) days per year on a prorated basis. Unused sick leave may be accumulated from year to year without limitation. The District may require a physician's statement as a condition for payment of sick leave upon reasonable belief that sick leave is being abused or for absences in excess of three (3) consecutive days. Sick leave may be used in full day, half-day, or quarter day (2 hours or less) increments.

#### **IMMEDIATE FAMILY**

Sick leave shall be granted for personal illness, quarantine at home, illness and additional days beyond bereavement leave for death of members of the immediate family or household. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians.

#### **9.2 PERSONAL LEAVE**

Two (2) days of the above sick leave, per year, may be used for personal business, providing the Employee shall notify his/her Team Leader at least three (3) days in advance except in cases of emergency. Final approval for personal leave is by the Executive Director or designee.

#### **9.3 DUTY CONNECTED DISABILITY**

- A. Each Employee is covered by the Illinois Worker's Compensation Laws and the District is subject to provisions thereof.
- B. Any Employee who suffers an occupational injury in the course of employment by District #303, is adjudged to have incurred a temporary total disability as defined in the Worker's Compensation Act, is precluded from employment thereby, and qualifies for weekly indemnity benefits, will be eligible to receive a supplement from the District as follows:
  1. Worker's Compensation benefits received by the Employee will be supplemented so that the Worker's Compensation benefit and the supplement equal 90% of regular take home pay.
  2. The supplement will parallel the period of compensation to a maximum number of days equal to the Employee's number of accrued sick leave days at the time of injury, less the number of days in relation to which the supplement has been paid for prior injuries.

3. There will be no deduction from sick leave in relation to the supplement or a duty related disability.
4. The benefit stated herein will parallel the provisions of the Worker's Compensation law relating to commencement and applicability of benefit.
5. Any Employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Employer may be employed at other available work that he/she can do.

#### **9.4 ADDITIONAL PAID LEAVES**

##### **A. BEREAVEMENT LEAVE**

Employees may use up to three (3) days, per year, for leave connected with the death of members of the immediate family: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Additional days may be taken from sick leave. The District will provide additional unpaid leave if necessary.

##### **B. JURY SERVICE AND OTHER RELATED APPEARANCES**

Any Employee called for jury duty shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits. As a condition of this benefit, the Employee shall turn over any fees received.

#### **9.5 FAMILY MEDICAL LEAVE**

Therapists are informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to unpaid family and medical leave during any Board fiscal year in accordance with FMLA. An employee may elect to substitute any of her/his accrued paid leave to all or a portion of the leave, within the eligible leave period. The District shall not require the employee to substitute accrued paid leave to all or any portion of the leave.

#### **9.6 NON-PAID LEAVES OF ABSENCE**

Leaves of absence without pay or benefits up to six (6) months in duration may be granted in the Employer's reasonable discretion upon written request from an Employee. To apply for a leave of absence, an Employee must be in good standing and been in that or other such position for at least one year. Such leaves may be extended at the Employer's discretion for an additional six (6) months upon written application by the Employee fifteen (15) days prior to the expiration of the original leave. Employees must inform the District in writing fifteen (15) days prior to the expiration of the leave of absence their intention to return to work. During said leaves, seniority shall not continue to accumulate. Requests for leaves of absence shall include the reason for leave along with notification of the beginning and ending dates of said leaves. An Employee returning from a leave of absence is entitled to be placed in an available position for which he or she is qualified.

All requests for leaves of absence shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the program of education. Leaves shall be treated in accordance with the FMLA.

Definition of a day of Leave of Absence: Each day of absence shall be commensurate to the Employee's contracted workday.

## **9.7 RETIREMENT**

### **A. UNUSED SICK LEAVE**

Unused, unpaid sick leave may be applied toward additional service time in accordance with IMRF guidelines.

### **B. INSURANCE**

Retired Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund.

**ARTICLE 10**  
**EMPLOYEE EVALUATION**

- A. Prior to completion of the initial probationary period, a performance evaluation shall be completed. A copy of the completed form will be provided to the Employee. In the event that the probationary period is extended in writing prior to the end of the initial probationary period, any documented areas of concern will be addressed at a meeting with the Employee and, if requested by the Employee, a representative of the Association.
- B. The primary purpose of the evaluation shall be the improvement of Employee skills and performance, and to that end the evaluation will seek to identify Employee strengths and weaknesses, areas to be improved, and suggestions for improvement.
- C. Employee evaluations will be completed using the Evaluation process and forms developed by a joint committee. It is agreed between the Employer and the Association that the parties will establish a joint committee upon the request of either party to review existing evaluation and feedback process and forms and to recommend necessary revisions thereto. The committee will be comprised of four (4) persons, two (2) of whom shall be selected by the association and two (2) of whom shall be appointed by the Director. The committee shall develop mutually accepted forms.
- D. The evaluator for each employee will be the Executive Director or another qualified administrator designated by the Executive Director. Each therapist will be notified in writing of the person who will evaluate his or her performance not later than September 15 of the year in which the evaluation will be completed.
- E. Employees shall be given copies of all written evaluations. Within ten (10) calendar days of receipt of a written evaluation, an Employee may respond to or comment on such evaluation in writing. Copies of evaluations and of all Employee responses thereto shall be kept in the Employee's personnel file.

## ARTICLE 11

### PERSONNEL FILE

#### 11.1 CONDITIONS AND PROCEDURES FOR PLACEMENT OF MATERIALS IN FILE

There shall be only one (1) official personnel file for each Employee. The Employee shall be given a copy of all evaluations or disciplinary materials that are placed in his/her personnel file. An Employee will have the opportunity to reply in writing to all evaluations or disciplinary notices within 15 calendar days after receipt thereof, and all such written replies will be attached to and made part of the original material.

#### 11.2 RIGHT TO EXAMINE AND REPRODUCE MATERIALS IN FILE

An Employee shall have the right to review his/her personnel file, with or without a representative of the Association at the Employee's choosing, once every three (3) months. Upon the Employee's request and at the Employee's expense, the Employer will reproduce one (1) copy of any materials in the Employee's personnel file, but not more often than once every six (6) months.

#### 11.3 OFFICIAL FILE

Only materials in the official personnel file shall be used by the Board to support disciplinary action against the Employee.

#### 11.4 SEPARATE FILE

Nothing contained herein shall limit the Employer's right to maintain separate files for materials investigatory in nature, used for overall planning purposes, or for materials relating to the Employee's initial hiring. Further, the Employer shall not be obligated to disclose such documents to the Employee. When documents from such separate files are placed in the personnel file, however, employees shall be notified that such materials are being transferred to the official file.

## ARTICLE 12

### EMPLOYEE PROTECTION

#### 12.1 ASSAULT ON EMPLOYEES - PROCEDURES

- A. The Parties recognize that there are times when an employee must appropriately restrain a student to protect the student, other students and/or the employee.
- B. The Director or designee should be immediately notified of the incident and take appropriate action.
- C. The Director shall fully investigate the incident and support the Employee who acted in good faith in the performance of their responsibility.

#### 12.2 SEXUAL HARASSMENT

See Board Policy.

## ARTICLE 13

### DISCIPLINE OR DISMISSAL

#### **13.1 EMPLOYEE DISCIPLINE/PROGRESSIVE DISCIPLINE**

Suspension without pay and dismissal from employment for disciplinary reasons shall be for just cause. This provision shall not apply to dismissal or changes in employment status which occur for nondisciplinary reasons, such as because of a reduction in the work force, not shall this provision apply to probationary employees. Employee discipline shall, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

- 1) Verbal Warning
- 2) Written Reprimand
- 3) Suspension without pay
- 4) Discharge

Where, in management's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by management. Suspension without pay and discharge are subject to the grievance procedure, except that the first step in such procedures shall be the Superintendent's step, or the Board step where management and the Association so agree.

#### **13.2 SUSPENSIONS**

An Employee may be suspended with pay pending an investigation or determination concerning disciplinary action. Such investigation or determination shall be completed by the District with reasonable promptness. If the District's investigation discloses that no disciplinary action should be taken against the suspended Employee, such Employee shall be allowed to return to work.

## **ARTICLE 14**

### **JOB DESCRIPTION AND CLASSIFICATION**

It is agreed between the Employer and the Association that the parties will establish a joint committee when requested by either party to review job descriptions and to recommend necessary revisions thereto. The committee will be comprised of four (4) persons, two (2) of whom shall be selected by the Association and two (2) of whom shall be appointed by the Director. The committee shall attempt to reach agreement by consensus; however, it is understood that the final decision as to the content of each job description shall remain vested in the Employer.

A written job description for newly created or modified positions will be developed by the Director or designee and the Association President or designee no later than 30 days after such position is filled or changed.

## ARTICLE 15

### SUBCONTRACTING

#### 15.1 TEMPORARY USE OF NON-ASSOCIATION PERSONNEL

The Employer agrees that supervisors or non-unit personnel shall not permanently displace Employees regularly employed in the Bargaining Unit.

#### 15.2 SUBSTITUTES

The Employer may use at its discretion licensed substitutes for an absence of a regular Employee.

## **ARTICLE 16**

### **SENIORITY**

#### **16.1 DEFINITION OF SENIORITY**

Seniority shall be defined as the length of continuous service within the District as a member of the Bargaining Unit. Accumulation of seniority shall begin from the Employee's first working day. For those Employees whose employment was transferred from the Northwestern Illinois Association (NIA), their most recent hire date shall be the date they were hired by NIA. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one individual Employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.

#### **16.2 SENIORITY ACCRUAL**

Any full time Employee working for a school year shall accrue one full year of seniority. Part-time Employees shall accrue seniority at the rate of one year times the employee's proportional full time equivalency for each school year of employment. Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

#### **16.3 MAINTAINING AND POSTING OF SENIORITY LISTS**

The Board shall prepare and maintain the seniority list. The current school year seniority list shall be prepared and given to each Employee annually in February. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

#### **16.4 LOSS OF SENIORITY**

- A. Resignation
- B. Dismissal for Cause
- C. Retirement
- D. Being on layoff for a period of time equal to seniority at the time of layoff or for one (1) year, whichever is greater.
- E. Employment in a position excluded from the Association for a period greater than six months, unless such period is extended by mutual agreement of the parties.

## ARTICLE 17

### **REDUCTION IN PERSONNEL, LAYOFF AND RECALL**

#### **17.1 LAYOFF FOR CAUSE**

- A. Layoff shall be defined as a necessary reduction in the work force beyond normal attrition due to lack of funds, lack of work, or discontinuance of type of service.
- B. In the event the Board determines the need for a reduction in force, the administration shall meet with the Association to discuss the following:
  - 1. Reasons for need to have layoff
  - 2. Review of seniority list
  - 3. Review of layoff and recall procedures

#### **17.2 PROCEDURE FOR LAYOFF**

Reductions in force shall be accomplished based upon seniority within affected classification(s).

- A. Before a lay-off is affected, all contracted Occupational Therapists and Physical Therapists will be discontinued.
- B. Each affected Employee within the affected classification(s) will be given the opportunity to voluntarily reduce his/her contracted FTE work hours, understanding that if she/he currently have insurance benefits and voluntarily reduce his/her hours benefits will continue prorated on a basis proportional to the reduction in FTE, to the extent continued benefits are permitted by the current insurance provider/carrier.
- C. In the event of a necessary reduction in force, the Employer shall first lay off probationary Employees within the affected classification.
- D. Further FTE reductions shall be applied in inverse order of seniority within the affected classification(s).

#### **17.3 LAI D OFF EMPLOYEE/SUBSTITUTION**

A laid off Employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority with the District, provided such Employee is fully qualified to perform the job in question.

##### **A. FRINGE BENEFITS/LAI D OFF EMPLOYEES**

Laid off Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1996.

B. RECALL RIGHTS AND PROCEDURES

Any subsequent increase in the affected classification shall follow the reverse order of the reduction so that the last to be reduced within the affected classification are the first to be recalled in that classification.

C. EMPLOYEE'S OBLIGATION TO RESPOND TO RECALL

It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. Notices of recall shall be sent by registered or certified mail to the Employee's address shown on the Employer's records, and shall state the time, date and place to which the Employee is to report back to work. A recalled Employee shall be given three (3) working days to respond to recall. An Employee who fails to respond within the time period shall forfeit his/her seniority rights to that position and shall be placed at the bottom of the recall list provided that the position offered is at least equal to or greater FTE than the position the therapist held at the time of her/his layoff.

## **ARTICLE 18**

### **VACANCIES**

For the purpose of this section, vacancies within the Bargaining Unit shall mean any position and/or increase in the overall therapy Full Time Equivalent which needs to be filled to maintain District operations. In the event a vacancy should arise during the school year, the District shall post a notice in all buildings, a copy of which shall be sent to the Association President. In the event a vacancy should arise during the summer, the District shall give each Bargaining Unit member notice via email at the email address provided by the employee and post a notice at the offices of the Mid-Valley Special Education Cooperative, a copy of which shall be mailed to the Association President. The notice shall include the job title, District assignment(s), building assignment(s), a brief description of the job, the number of hours to be worked, date of posting, and anticipated starting date. Qualified Employees shall submit to the Assistant Superintendent for Human Resources or her/his designee their desire to apply for such vacancy within seven (7) calendar days of said notice posted by email. Where qualifications are equal, the Employee will be given the position in preference to an outside applicant. Seniority shall be considered when filling vacancies with current employees.

If an Employee has been involuntarily reassigned pursuant to Section 5.7, he/she will be given the right to be considered for any vacancy before it is posted.

## ARTICLE 19

### INSURANCE AND OTHER BENEFITS

#### **19.1 LIFE INSURANCE**

A \$50,000 term life insurance policy shall be provided for all Bargaining Unit Members employed more than thirty (30) hours weekly during the school year; beyond age 65, the amendments as approved shall determine the limitation. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service.

#### **19.2 OTHER INSURANCE**

The Board shall contribute 90% of the cost of Employee coverage and 80% of the cost of dependent coverage (effectively, approximately 85% of the total cost) of the hospitalization and major medical group insurance and/or dental insurance in effect within the District for all Therapists employed more than thirty (30) hours per week. Employees working at least twenty (20) hours per week but less than thirty (30) shall be eligible for benefits on a pro rata basis PROVIDED that these minimum hours are acceptable to the insurance carrier mutually selected by the Insurance Committee described in Section 19.4. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service. The insurance coverage will include vision benefits.

Employees covered during the school year have insurance coverage until August 31. Coverage for any eligible participant who is hired on a ten (10) month work year basis who terminates employment at the end of the ten (10) month term will remain eligible to continue coverage through the months of July and August. Premiums are automatically taken out of the June payroll check for the extended time unless the payroll office is otherwise notified.

Monthly insurance premiums are deducted in advance and paid in advance. Coverage extends through the last day of the month in which the employee resigns.

The right to convert these benefits to a private insurance plan shall continue during this Agreement.

For spouses both employed by the District, both desiring full medical and dental coverage, one spouse shall be considered taking the full family coverage, receiving the 80% board contribution toward the premium for family coverage. The other spouse will be considered taking the full single coverage, receiving the 90% board contribution toward the premium for single coverage, thereby having their joint premium costs fully covered by the Board.

Retirees shall be included in the Plan effective on the first day of the month that falls on or next follows the date of retirement if the retiree enrolls on or before the date of retirement or the date the retiree enrolls, if the retiree does so within 31 days after her/his retirement date. If the retiree has not enrolled within 31 days after retirement, he/she will not be eligible for this coverage.

### **19.3 FLEXIBLE SPENDING ACCOUNT**

1. The Board shall maintain a cafeteria plan and flexible spending account, which meets the requirements of Section 125 of the Internal Revenue Service Code. If at any time, such Section 125 or related regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. An employee may annually elect to participate by choosing to receive benefits not to exceed \$7,500 in any plan year. The amount elected shall be deducted from the employee's compensation. The plan shall start on January 1 and end on December 31. Prior to the beginning day of the plan year, each employee shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:
  - A) Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the board.
  - B) Reimbursement for the amount of the deductibles on the group insurance and for any other qualified unreimbursed medical care as defined by the Internal Revenue Code.
  - C) Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.
3. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amount designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the employee during the succeeding plan year, and such amounts shall become the property of the plan.
4. The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the employee's salary payment during the plan year.
5. Claims for reimbursement must be for services received during the plan year.
6. The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual employee.

### **19.4 INSURANCE COMMITTEE**

The Insurance Committee composed of the SCEA, SCESP, SCTM, TASC and Administration shall monitor the insurance program to provide the best possible health benefits at a reasonable cost. Recommendations shall be made as necessary to Superintendent of Schools.

**19.5 LIABILITY INSURANCE**

The Board shall provide liability insurance coverage to protect all Employees in fulfillment of their duties under the law of the State.

**19.6 WORKER'S COMPENSATION**

Worker's Compensation insurance coverage shall be provided to protect all Bargaining Unit Members injured in fulfillment of their duties.

## ARTICLE 20

### COMPENSATION

#### **20.1 SALARY SCHEDULE**

The salary schedule for this Agreement is attached as Appendix A.

#### LONGEVITY

Starting in 2008-2009, therapists who reach Step 20 will remain at Step 20 in the appropriate column for the duration of the agreement.

Therapists in OT/PT Entry-Level column Step 20 may move to the Advanced Degree column Step 20 following the successful completion of the appropriate college courses/advanced degree program.

#### **20.2 SALARY SCHEDULE ADVANCEMENT**

Employees shall receive a year credit for salary advancement purposes only if they have worked more than ninety (90) days in the school year. For advancement purposes, therapists using sick leave will be considered working. Salary step advancement for part-time employees will occur when an employee accumulates more than (90) days in a series of school years. Mid-year step advancement will not occur. Step advancement will occur for the following school year.

#### **20.3 SALARY PLACEMENT**

Upon successful completion of an "Entry-level" occupational or physical therapy program, graduates are granted a degree in Occupational or Physical Therapy and are eligible for state licensure. Entry-level occupational and physical therapy programs may be at the Bachelors, Masters or Doctoral degree level. New employees who are graduates of an "Entry-Level" Bachelors, Masters or Doctoral program as described above will be placed in the "ENTRY-LEVEL" column on the Salary Schedule. New employees may receive credit for each year of comparable work experience outside the District.

Employees who hold an additional Masters or Doctoral level degree in a related field which will enhance their practice within the school setting are eligible to be placed in the "ADVANCED DEGREE" column. This additional degree may be acquired prior to or after their "Entry-Level" degree in Occupational or Physical Therapy. Examples of Masters and Doctoral level areas of study considered to enhance practice within the school setting include, but are not limited to post-professional Occupational/Physical Therapy programs identified by the American Occupational Therapy Association (AOTA)/American Physical Therapy Association (APTA), as well as the following: Assistive Technology, Biomechanics, Clinical Science, Education, Educational Technology, Exercise Science, Exercise Physiology, Health Education, Health Science, Healthcare Administration, Healthcare Management, Kinesiology, Orientation and Mobility, Public Health, Sports Science, Special Education and Vision Rehabilitation.

## **20.4 SUMMER IEP/INTAKE/IFSP MEETINGS**

If the Director or the administrator requires that a Therapist attend an IEP/Intake/IFSP meeting scheduled outside of the regular Therapist work year, the Therapist will be reimbursed at the hourly rate paid to teachers for such meetings.

## **20.5 ADDITIONAL COMPENSATION**

### **A. FOR TEAM LEADERS**

Therapists serving as team leaders shall be eligible for stipends based on the following schedule which is a percentage of the base salary (STEP 1-COTA/PTA):

Therapists in team (excluding self)			
	(1-2 yrs) Step I	(3-4 yrs) Step II	(5+ yrs) Step III
2-3	11%	12%	13%
4-7	14%	16%	18%
8-14	16%	18%	20%
15-19	18%	20%	22%

### **B. FOR SUPERVISING AN ASSISTANT**

The supervision of assistants is provided by a registered Occupational Therapist/Physical Therapist as outlined in regulations put forth by the Illinois Department of Professional Regulation. Therapists serving as supervisors for assistants shall be eligible for a stipend which is equal to 5.5% of the base salary (STEP 1-COTA/PTA).

## **20.6 EARLY RETIREMENT INCENTIVE**

1. A therapist is eligible for this program if he/she is 55 years of age and has 15 years of service credit in the District (including years of service with NIA prior to the absorption) and is retiring under the provisions of the Illinois Municipal Retirement Fund.
2. Therapists may choose to use the local retirement incentive and shall have their compensation, which would include the total of all creditable earnings, increased by 6% in each of their final years of service prior to retirement, up to a maximum of four years, provided they file an irrevocable notice of retirement with the District, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. This shall be referred to as the base year (the year prior to their initial receipt of benefits under this program).

Any therapist who chooses to retire in the 2011-2012 school year will have until August 1, 2008 to provide their notice to take advantage of the 4 year option.

The irrevocable notice may be revoked subject to the following:

- A. Death of spouse or child
- B. Life threatening illness of educator, spouse or child as certified by physician
- C. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.
- D. In the event the notice is revoked, the educator shall have salary reduced by amount that was granted as part of the enhancement that is in excess of the pay increases that would have been granted without the enhancement. The amount shall be withheld from the regular pay of the educator over 12 pay periods during the year of the revocation.

This amount shall be in lieu of all step and lane movement. No employee who has given notice of retirement shall receive a pay increase that will subject the Board to an additional contribution to IMRF.

Participating therapists are obligated to continue to work any extra-duty activity worked in their base year for the duration of their time in the retirement incentive program. A therapist's annual compensation shall be adjusted down to reflect non-performance of any such extra-duty work. If the Mid-Valley Board eliminates the extra duty, the Board will make another duty available to the therapist to earn the money lost by the therapist. If the therapist chooses not to perform the offered activity, the therapist's salary will be reduced to reflect the reduced work. In the event the therapist is removed for cause the therapist shall have the right to apply for open positions but there shall be no guarantee of a new assignment.

A post retirement severance payment shall be based on the following.

- A. Therapists who have 15 years full time equivalent at the time of retirement and who give a 4 year notice shall receive a lump sum payment paid at the rate of \$1,000 for each year of full time service up to a maximum of \$25,000. For example, a therapist who has 15 years of full time equivalent service will receive \$15,000, one who has 18 years of full time equivalent service shall receive \$18,000 and one who has 25 years or more of full time equivalent service shall receive \$25,000.
- B. Therapists who give three years notice shall receive 75% of the amount, therapists giving two years notice shall receive 50% of the amount, therapists giving one year notice shall receive 25% of the amount and therapists who do not give notice shall not receive any post retirement payment.
- C. Therapists may receive payment 60 days after the effective date of retirement, in the month of January following the effective date of retirement or may split the payment and receive ½ sixty days following the date of retirement and ½ in the January following the date of

retirement. The therapist shall make the election in writing, by June 15th prior to the effective date of retirement.

D. The therapist shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.

3. Retired Employees may continue group insurance benefits in accordance with the Consolidated Omnibus Budget Reform Act of 1986, or as allowed under the Illinois Municipal Retirement Fund.

#### **20.7 DISTRIBUTION OF PAYCHECKS**

Paychecks will be distributed on the 15th and 30th of each month. If the 15th or 30th falls on a weekend or holiday, pay day will be the prior business office workday.

#### **20.8 MILEAGE REIMBURSEMENT**

Miles driven between work assignments during the employee's workday will be reimbursed at the rate allowed by the Internal Revenue Service.

#### **20.9 EXTENDED SCHOOL YEAR**

Therapists who accept an Extended School Year assignment shall be paid the hourly rate based on OT/PT Entry-Level Step 1 (Entry-Level Step 1 ÷ 190 ÷ 6 = hourly rate) .

## ARTICLE 21

### CONTINUITY OF OPERATIONS

#### 21.1 NO STRIKE PROVISION

- A. The Association agrees not to strike during the terms of this agreement.
- B. The District agrees that it will not lock out the Association.

## **ARTICLE 22**

### **EFFECT OF AGREEMENT**

#### **22.1 COMPLETE UNDERSTANDING**

The terms and conditions set forth in this Agreement represent the full and complete understanding and the whole agreement between the District and Association.

The parties hereto agree that during the negotiations for this Agreement, each party had unlimited opportunity to make proposals on any topic, whether covered or not covered by this Agreement.

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under the law to negotiate over any matter negotiated during the process of reaching this Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this Agreement with respect to any matter or subject addressed during the negotiation which resulted in this Agreement.

#### **22.2 CONTRACTUAL AMENDMENTS**

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

#### **22.3 INDIVIDUAL CONTRACTS**

Any individual contract between the Employer and an individual Employee heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties. If the individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

#### **22.4 SAVINGS CLAUSE**

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

- A. Until all appeals are exhausted with respect to the legality, validity or enforceability of such provision, the provision shall remain in full force and effect.
- B. Within ten (10) days of such final determination, the parties shall meet to renegotiate the terms and conditions affected.
- C. In any event should the affected provision subsequently become legal, valid, or otherwise enforceable, it shall remain a part of this Agreement unless the parties agree otherwise.

**ARTICLE 23**

**DURATION**

**23.1 DURATION**

This Agreement shall be effective on the day it is ratified by the Board of Education or the date on which full agreement was reached subject to final ratification by both parties, whichever shall last occur, and shall continue in effect until 11:59 p.m., on June 30, 2011.

THERAPY ASSOCIATION OF  
ST. CHARLES

COMMUNITY UNIT SCHOOL DISTRICT 303  
BOARD OF EDUCATION

BY: \_\_\_\_\_  
Rona Henne, TASC President

\_\_\_\_\_  
Kathy Hewell, President

BY: \_\_\_\_\_  
Shona Fowler, Chief Negotiator

\_\_\_\_\_  
Brian Harris, Chief Negotiator MVSEC Board Chair

\_\_\_\_\_  
Donald Schlomann, MVSEC Board Chair

Date: July 14, 2008

Representing the TASC:

Representing the Board of Education:

Shona Fowler  
Rona Henne  
Gail Feltault  
Cecelia Hoffman  
Carrie Kranz  
Jackie Robbins, IEA-NEA UniServ Director

Brian Harris  
Sharon Rossiter  
Donna Oberg

Appendix A

**TASC SALARY SCHEDULE 2008-2009**

<b><u>STEP</u></b>	<b><u>COTA/PTA</u></b>	<b><u>OT/PT ENTRY-LEVEL</u></b>	<b><u>ADVANCED DEGREE</u></b>
1	\$40,681	\$48,858	\$55,205
2	\$41,698	\$50,079	\$56,585
3	\$42,740	\$51,331	\$57,999
4	\$43,808	\$52,615	\$59,449
5	\$44,904	\$53,930	\$60,936
6	\$46,026	\$55,278	\$62,459
7	\$47,177	\$56,660	\$64,021
8	\$48,356	\$58,077	\$65,621
9	\$49,565	\$59,529	\$67,262
10	\$50,804	\$61,017	\$68,943
11	\$52,074	\$62,542	\$70,667
12	\$53,376	\$64,106	\$72,433
13	\$54,711	\$65,708	\$74,244
14	\$56,079	\$67,351	\$76,100
15	\$57,480	\$69,035	\$78,003
16	\$58,917	\$70,761	\$79,953
17	\$60,390	\$72,530	\$81,952
18		\$74,343	\$84,000
19		\$76,202	\$86,100
20		\$78,107	\$88,253

Appendix A

**TASC SALARY SCHEDULE 2009-2010**

<b><u>STEP</u></b>	<b><u>COTA/PTA</u></b>	<b><u>OT/PT ENTRY-LEVEL</u></b>	<b><u>ADVANCED DEGREE</u></b>
1	\$41,901	\$50,324	\$56,861
2	\$42,948	\$51,582	\$58,282
3	\$44,022	\$52,871	\$59,739
4	\$45,123	\$54,193	\$61,233
5	\$46,251	\$55,548	\$62,764
6	\$47,407	\$56,937	\$64,333
7	\$48,592	\$58,360	\$65,941
8	\$49,807	\$59,819	\$67,590
9	\$51,052	\$61,314	\$69,279
10	\$52,329	\$62,847	\$71,011
11	\$53,637	\$64,419	\$72,787
12	\$54,978	\$66,029	\$74,606
13	\$56,352	\$67,680	\$76,471
14	\$57,761	\$69,372	\$78,383
15	\$59,205	\$71,106	\$80,343
16	\$60,685	\$72,884	\$82,351
17	\$62,202	\$74,706	\$84,410
18		\$76,573	\$86,520
19		\$78,488	\$88,683
20		\$80,450	\$90,901

Appendix A

**TASC SALARY SCHEDULE 2010-2011**

<b><u>STEP</u></b>	<b><u>COTA/PTA</u></b>	<b><u>OT/PT ENTRY-LEVEL</u></b>	<b><u>ADVANCED DEGREE</u></b>
1	\$42,948	\$51,582	\$58,282
2	\$44,022	\$52,871	\$59,739
3	\$45,123	\$54,193	\$61,233
4	\$46,251	\$55,548	\$62,764
5	\$47,407	\$56,937	\$64,333
6	\$48,592	\$58,360	\$65,941
7	\$49,807	\$59,819	\$67,590
8	\$51,052	\$61,314	\$69,279
9	\$52,329	\$62,847	\$71,011
10	\$53,637	\$64,419	\$72,787
11	\$54,978	\$66,029	\$74,606
12	\$56,352	\$67,680	\$76,471
13	\$57,761	\$69,372	\$78,383
14	\$59,205	\$71,106	\$80,343
15	\$60,685	\$72,884	\$82,351
16	\$62,202	\$74,706	\$84,410
17	\$63,757	\$76,573	\$86,520
18		\$78,488	\$88,683
19		\$80,450	\$90,901
20		\$82,461	\$93,173