

DRAFT

PROFESSIONAL AGREEMENT

BETWEEN

**MID-VALLEY SPECIAL EDUCATION
COOPERATIVE**

and

**MID-VALLEY SPECIAL EDUCATION
ASSOCIATION
(MVSEA)**

2013-2014

2014-2015

2015-2016

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PROFESSIONAL AGREEMENT

BETWEEN

MID-VALLEY SPECIAL EDUCATION COOPERATIVE

and

MID-VALLEY SPECIAL EDUCATION ASSOCIATION

This agreement is entered into this 1st day of July, 2013, for 2013-16, by and between the Mid-Valley Special Education Cooperative Executive Advisory Board, (hereafter referred to as the Board) and Mid-Valley Special Education Association – I.E.A./N.E.A. (hereafter referred to as the Association).

PREAMBLE

Mid-Valley Special Education Cooperative (MVSEC) and the Association recognize that education is a profession requiring specialized skills and qualifications. The parties also recognize that the educational program conducted by MVSEC requires that such skills and qualifications possessed by members of its staff be utilized to the maximum extent consistent with that educational program. The best interests of the students of MVSEC are served through an orderly process of communication between the Cooperative and representatives of the staff. Therefore, and in accordance with their mutual design to provide the MVSEC community with a high quality educational program consistent with the resources available to the Cooperative, the parties agree as follows:

ARTICLE I RECOGNITION

1.1 RECOGNITION

The Executive Advisory Board (the “Board”) of the Mid-Valley Special Education Cooperative (“MVSEC”) recognizes the Mid-Valley Special Education Association, IEA-NEA, (the “Association”) as the sole and exclusive collective bargaining representative for the following:

1. All regularly employed full and part-time personnel who are required by law to be certificated, including certified special education teachers, school social workers, psychologists and speech-language pathologists; and
2. All regularly employed full and part-time educational support personnel (“ESP”) of MVSEC.

1.2 EXCLUSIONS

The following are excluded from the bargaining unit:

All supervisory, administrative, managerial, confidential and short-term employees as defined under the Illinois Educational Labor Relations Act, including but not necessarily limited to the Executive Director, Director of Business/Human Resources, principals/coordinators, and the Administrative Assistant to the Executive Director. Also excluded are occupational therapists, physical therapists, occupational therapy and physical therapy assistants, registered nurses and registered nurses’ assistants.

ARTICLE 2 MANAGEMENT RIGHTS

2.1 MANAGEMENT RIGHTS

The Association recognizes that the Executive Advisory Board of MVSEC has the sole responsibility and authority to manage and direct the operations, activities, and properties of MVSEC to the full extent authorized by law. All rights and responsibilities to manage the operations, activities, and properties of MVSEC, as such rights and responsibilities would exist in the absence of this Agreement, shall continue to be vested solely and exclusively in the MVSEC Executive Advisory Board, except as expressly and specifically modified herein. 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 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 employees; and
5. The right to determine the qualifications of employees.

In the event of a conflict or inconsistency between a provision of this Agreement and an obligation imposed upon MVSEC by law, the obligation imposed by law shall govern, and the conflicting provision of this Agreement shall be deemed null and void to the extent of the conflict.

**ARTICLE 3
BARGAINING PROCEDURES**

3.1 TIME OF NEGOTIATIONS

The parties shall commence bargaining for a successor agreement on or before June 1 and shall bargain as per the Illinois Education Labor Relations Act and its Rules and Regulations.

3.2 RELEASE TIME FOR BARGAINING

With notice to administration, in the years the complete agreement is subject to bargaining, the Association may be entitled to up to an additional twenty (20) days of Association leave, separate and distinct from Association leave granted in Section 6.3. The Association will pay the cost of the substitutes.

3.3 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Education Labor Relations Board shall be notified.

3.4 PRINTING OF CONTRACT COSTS AND DISTRIBUTION

Within thirty (30) days after the agreement is signed, copies of this agreement shall be printed and presented to each Association member now employed, hereafter employed, ~~or considered for employment~~, at the employer's cost.

ARTICLE 4

GRIEVANCES AND ARBITRATION

4.1 GRIEVANCE DEFINED

A “grievance” is defined as: any complaint by an employee or the Association that the MVSEC has violated, misapplied, or misinterpreted a provision of this Agreement.

4.2 GRIEVANCE PROCEDURE

Grievances shall be raised promptly following the event giving rise to the grievance, and resolution shall be attempted promptly, in accordance with the following steps. Any grievance which is not raised or processed within the following time limits shall be deemed settled on the basis of the MVSEC’s action, or last answer. When a grievance is submitted fewer than ten (10) days before the close of the current school term, or when school is not in session, time limits shall be computed with reference to days when the MVSEC Administrative office is officially open.

~~A grievance shall be filed discussed with the employee’s immediate supervisor and copied to the Executive Director~~

Notification: Within fifteen (15) school days from the date of the occurrence of the event(s) giving rise to the a possible grievance, the employee will notify his/her immediate supervisor of a possible grievance and will seek a meeting with the supervisor to resolve the issue informally. The written notification of a possible grievance shall state the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and the remedy requested.

A grievance filed in accordance with this provision shall be processed as follows:

Step 1: Within fifteen (15) school days of the notification of the possible filing of the grievance, the employee and his or her immediate supervisor shall meet to attempt to resolve the grievance through informal verbal discussion. The nature and date of the informal discussion will be documented in writing or in an email. If the grievance cannot be resolved through such discussion within twenty (20) school days following the meeting of the filing of the grievance, or such extended time as mutually agreed by the parties, the grievance may be appealed to Step 2.

Step 2: The written formal grievance shall be submitted to the Director of Human Resources and/or a Coordinator who is not the employee’s immediate supervisor within five (5) school days of the conclusion of Step 1. The written formal grievance shall state the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and the remedy requested. Within ten (10) school days of the submission of the Step 2 appeal, the Director of Human

Resources and/or a Coordinator and/or other administrators as necessary shall meet with the aggrieved and the aggrieved representative, as desired, to attempt to resolve the grievance. Within ten (10) school days of the Step 2 meeting, the Director of Human Resources and/or Coordinator shall issue a written response to the grievance, with copies sent to the grievant, the Association, and the Executive Director. If the grievance is not resolved at Step 2, the grievance may be appealed to Step 3. If the grievance cannot be resolved informally, the aggrieved employee shall reduce the grievance to writing and file it with the immediate supervisor. The written grievance shall state the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, and the remedy requested. The filing of the grievance at the second step must be within fifteen (15) school days from the date of the occurrence of the event giving rise to the grievance. Within ten (10) school days after such written grievance is filed, the immediate supervisor shall issue a written response to the grievance, with copies sent to the grievant, the Association and the Executive Director.

Step 3: ~~If the grievance cannot be resolved at Step 2, the process may be taken to the Director of Human Resources and a Coordinator, not associated with the original matter. The same timelines apply.~~

Step 3: The written grievance shall be submitted to the Executive Director within five (5) school days from receipt of the Step 2 written response. If the grievance has not been satisfactorily resolved at the third step, the aggrieved employee shall file, within five (5) school days after receipt of the immediate supervisor's written decision or answer at the third step, a copy of the grievance with the Executive Director. Within ten (10) school days after such written grievance is submitted received at Step 3 filed, the aggrieved, representative of the aggrieved as desired, the immediate supervisor, and the Executive Director or his/her designee shall meet to attempt to resolve the grievance. Within ten (10) school days of the third Step 3 grievance meeting, the Executive Director, or his/her designee, shall issue a written response to the grievance, with copies sent to the grievant, the Association, and the immediate supervisor.

Step 4: If the grievance is not resolved satisfactorily to the Association in Step 3 -4, the Association may submit, in writing to the Executive Director, a request to refer the grievance to impartial arbitration within ten (10) school days after receiving the Step 3 -4-written response. The parties shall jointly request the American Arbitration Association to submit to them a list of at least five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike one name and the other party shall strike one name. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting time for the hearing.

4.3 EXPENSES

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Advisory Board and the Association. Each party to an arbitration proceeding shall be responsible to compensating its own representatives and witnesses.

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.

4.4 ARBITRATOR HEARING

The arbitrator shall conduct a hearing at which either party may present evidence, may cross-examine witnesses presented by the other party, may require the presence of a court reporter and may file post-hearing briefs.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His/Her authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the Executive Director, or designee, and the Association, and the decision must be based solely upon interpretation of the meaning or application of the express language of the Agreement. The decision of the arbitrator will be binding.

4.5 CONDITIONS APPLICABLE TO GRIEVANCE PROCESSING

1. All employees and the Association shall first exhaust all steps of the grievance procedure before seeking redress in any court or administrative agency for alleged violations of this Agreement. Each employee shall have the right to present and seek adjustment of grievances pursuant to these provisions with or without representation. Nothing contained in this Agreement shall be construed to prevent any employee from discussing any problem with the MVSEC, or from having such problem adjusted without intervention or representation of Association representatives.
2. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

4. Any employee has a right to be represented in the grievance procedure. The employee shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of an employee at a grievance hearing is requested by either party, illness or other incapacity of the employee shall be grounds for any necessary extension of grievance procedure time limits.
5. In any instance where the Association is not represented in the grievance procedure, the Association will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this Agreement. Any final disposition of a grievance alleged by the Association to be in conflict with this Agreement shall be grievable by the Association.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present to attend and will be held, insofar as possible, after regular school hours or during non-teaching time of personnel involved. Should attendance at a grievance hearing require that a grievant(s) and/or an Association Representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits. The Association shall reimburse to the MVSEC the cost of substitutes for any additional educator that testifies by request of the Association.
7. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or employee organization representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the education staff.

4.6 COMPLAINT PROCEDURE

Each employee is encouraged to raise and discuss any problem encountered by the employee with respect to existing MVSEC operations, practices or policies, or changes made thereto (but falling outside the definition of "Grievance" set forth in Section 4.2). Such problems should be raised initially in writing with the immediate supervisor by the employee or the Association. If resolution is not achieved, the employee or the Association may raise and/or appeal such problems to the Director of Business and Human Resources, another supervisor or Executive Director (or designee).

4.7 BY-PASS

By mutual agreement, any step of the grievance procedure may be by-passed.

4.8 STEP 3 GRIEVANCE

Grievances involving a supervisor or supervisors beyond the employee's immediate supervisor may be initially filed by the Association at Step 3.

4.9 FILING OF MATERIALS

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

4.10 GRIEVANCE WITHDRAWAL

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

4.11 SETTLEMENT

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

4.12 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.

4.13 EXPEDITED ARBITRATION

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

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. The employees have the right to join, or not to join in any organization for their professional or economic improvement, but membership, in any organization shall not be required as a condition of their employment.

5.2 NON-DISCRIMINATION

The parties will not discriminate against any employee or prospective employee because of membership or non-membership in any organization, including the Association, because of the institution of a grievance under this Agreement or participation in collective negotiations, nor because of race, creed, religion, marital status, sex, age, or national origin; neither MVSEC nor the Association will coerce employees in their exercise of rights afforded by law. As a condition of retaining its status as the exclusive collective bargaining representative for the certified employees and non-certified support personnel, the Association agrees that it fairly represent all such employees without regard to membership, or non-membership, in the Association. In the event an employee elects to pursue a claim of discrimination through state or federal court, or state or federal administrative proceedings, the employee and the Association agree that the same claim shall not be processed through the contract grievance-arbitration procedure.

5.3 RULES AND REGULATIONS GOVERNING EMPLOYEES

MVSEC reserves the right to initially promulgate and reasonably modify employee conduct rules and regulations, which right shall not be subject to the grievance procedure set forth in the Agreement. However, the Association reserves the right to file a grievance challenging the reasonableness of any such rules or modifications thereto.

5.4 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 a request is made before a meeting, said meeting will be scheduled when the Association representative is available. If the request is made during the meeting, said meeting will be adjourned until the Association representative is available. However, the meeting shall not be unreasonably delayed by the request for representation.

5.6 5.5 NOTIFICATION OF POLICIES

All policies, regulations, and rules of the employer relating to the employee's employment must be published and readily available to the employees. Access to MVSEC's policies, regulations, and rules shall be available to each employee on the MVSEC website. Staff shall be informed of changes in existing policies, regulations, and rules via electronic communication. A hard copy of the policy manual will be available in the administrative offices.

5.7 5.6 JOB DESCRIPTIONS

Employees shall have current job descriptions available to them via MVSEC website or at the administration offices.

5.8 5.7 TEMPORARY USE OF NON-ASSOCIATION PERSONNEL

The employer agrees that supervisors or non-unit personnel shall not be used at any time to displace Association Members regularly employed in the Association, except in emergencies when Association Members are not available or have refused to do the work.

The following sections pertain to Certified Staff Members:

5.9 5.8 EMPLOYEE NOTIFICATION OF ASSIGNMENTS--Certified Staff

All certified staff shall be notified of tentative ~~teaching~~ assignments for the coming school term prior to June 1, or after the tentative budget has been approved by the Board. All persons on leave will be covered by this section. In the event it is necessary for the assignment to be changed, the educator shall be notified as soon as practicable.

5.10 5.9 EMPLOYMENT OF PART-TIME CERTIFIED STAFF

Employment of part-time certified personnel will be restricted to those positions that cannot reasonably be assigned to a full-time, certified staff member.

5.11 5.10 PART-TIME ASSIGNMENTS FOR TENURED CERTIFIED STAFF

A full-time, tenured certified staff member may request by February 1, a reduction to a part-time position for a period of one (1) year. At the sole discretion of the Board ~~of~~, such a reduction may be granted without loss of tenure. After each ~~one~~ (1) school year, the staff member will return to full-time employment, apply for a one-year extension of part-time employment, or resign. Employment of a tenured staff member as a part-time staff member will be subject to the following:

1. Insurance benefits will be prorated for FTE (Full Time Equivalence).
2. The Board reserves the right to terminate any part-time assignment for the following year.
3. In the event that lay-offs become necessary, personnel assigned part-time will be subject to lay-off in accordance with the same rules and guidelines as applied to those in full-time assignment.
4. Any staff member desiring to continue a part-time assignment beyond one (1) full school year, must provide written notice to the Director for Business and Human Resources no later than February 1 of the part-time year.
5. Certified staff members working 0.5 FTE or more per year will be moved one step on the salary schedule after two (2) years of part-time employment. Those staff members working less than 0.5 FTE or working only one (1) year shall not advance on the salary schedule.
6. The decision to grant or deny such request shall not be subject to the grievance process and shall be subject to the requirements determined by the Board of Education.
7. The seniority of a staff member who works in a part-time position in accordance with this section shall be affected in direct proportion to the time worked. For example, staff members working 0.5 FTE shall accrue one-half of the seniority as staff member working full-time for the year in question. Overall seniority shall be based on years of FTE service.

The following sections pertain to Non-Certified Staff:

5.12 5.11 EMPLOYEE NOTIFICATION OF ASSIGNMENTS—Non-Certified Staff

Each 10 and 12 month employee shall be given written notice of her/his tentative assignment including work days and hours for the forthcoming school term no later than ~~the last student attendance day of the current school term~~ June 1st or after the tentative budget has been approved by the Board. ~~Every attempt will be made to give school term employees written notice of her/his tentative assignment for the forthcoming school year by the end of the current school year. All school term assignments will be mailed no later than July 1, or after the tentative budget has been approved by the Board.~~ A similar written notice shall be given as soon as practicable if a change in assignment becomes necessary. The employee will be offered the opportunity of a conference to discuss this change. No change in employee assignments will be made arbitrarily.

Other work days ~~will~~may be assigned by mutual agreement as need arises. When job coaching hours do not comply with business partners' hours, specific arrangements will be made with the approval of the employee and coordinator.

ARTICLE 6

ASSOCIATION RIGHTS

6.1 COMMUNICATIONS

The association president shall ~~receive a copy via email of all Board minutes and agendas by 3:00 pm two (2) days prior to the board meeting~~ download the complete board packet from website which will be available by 3:00 pm two (2) days prior to the board meeting. Other supportive material may be available upon request to the Executive Director or his/her designee. If the website information is not available, a copy of the Board minutes and agenda will be emailed to the association president.

Upon request, either party shall be supplied information solely in the possession of the other party which:

1. Has previously been prepared or is reasonably available without unnecessary expenditure;
2. Is not confidential or subject to the rules of privacy or privilege; and,
3. Is reasonably pertinent to grievance processing or negotiation.

A copy of the standing policies of the Executive Advisory Board shall be available for employee reference on the MVSEC website or at the MVSEC offices. Such copies shall be amended as necessary to remain current.

6.2 NAMES AND ADDRESSES - NEW EMPLOYEES

Names and building assignments of newly-hired employees shall be provided to the Association within fourteen (14) days after their hiring.

6.3 ASSOCIATION RELEASE TIME

The Association shall be granted an aggregate number of leave days, during the regular school year, equal to twenty (20) regular school days to send representatives to local, state, or national conferences or on other business pertinent to Association affairs. The Association shall reimburse MVSEC 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 which is arbitrary, capricious, or discriminatory.

6.5 JOINT LEADERSHIP MEETINGS

The Association President, Association Representatives, and the Executive Director or Designee will hold regular monthly meetings during the course of this contract. This will allow the regular communication of items of concern. Guidelines for procedures of these meetings will be agreed upon at the first meeting of each school year.

6.6 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

The employer will allow the Association to use MVSEC facilities for committee, general or building employee meetings, outside of school attendance hours, subject to rules for non-school use. ~~If the facility is unavailable, every attempt will be made to access an alternate facility.~~ 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 MVSEC e-mail, other duplicating or printing equipment, binding equipment, calculating machines, audio-visual equipment, and computer 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.

6.7 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. The association shall conduct business during non-duty hours, except in the case of an emergency or by administrative request. In the case of an emergency, the contacted Association member will notify his/her immediate coordinator of the event, the date and duration in a timely manner.

ARTICLE 7

ASSOCIATION DUES/FAIR SHARE

7.1 ASSOCIATION DUES

7.1.1 Membership

Each bargaining unit member, 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.

7.1.2 Authorization for Dues Deductions

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 Executive Director or his/her designee. Authorizations submitted to the Executive Director or his/her designee by the 15th of any month shall become effective by the first pay period of the following month.

Such authorization shall remain effective from year to year unless the Employee cancels such authorization by notice in writing to the Executive Director and the Association's membership chairperson prior to September 15th of any school year, to be effective for such year.

7.1.3 Procedure for Dues Deductions

MVSEC shall deduct from the regular paychecks of each employee for whom an authorization form is on file, the dues and assessments regularly and uniformly required by the Association as a condition of membership. The deduction of dues shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. If an employee resigns from the employment of MVSEC prior to termination of the effective period of the then current authorization, MVSEC shall deduct the unpaid portion of such authorization from the employee's final paycheck. All dues deducted by MVSEC shall be remitted to the Treasurer of the Association no later than three (3) work days after such deductions are made.

7.2 FAIR SHARE

7.2.1 Who Pays

Each bargaining unit member who does not join the Association shall 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.

7.2.2 Procedure for Payment

The Association shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and Labor Board rules. The Association shall also certify to the Board the names of the non-members subject to the fair share deduction. The deduction of fair share payments shall begin with the first paycheck in October and end with the last paycheck in July, for a total of twenty (20) deductions. If an employee resigns from the employment of MVSEC prior to collection of the entire fair share fee owed for that year, MVSEC shall deduct the unpaid portion of such authorization from the employee's final paycheck. All fair share fees deducted by MVSEC shall be remitted to the Treasurer of the Association no later than three (3) work days after such deductions are made.

7.2.3 Religious Exemption

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.

7.3 INDEMNIFICATION

The Association shall indemnify and hold harmless the Board from any and all claims, demands, suits and liability, damages and/or 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 Article. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance or alleged non-compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives prompt and timely notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and

2. The Board 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.

ARTICLE 8
COMMITTEES

8.1 COMMITTEES

MVSEC shall convene committees for various purposes that may include:

8.1.1 Curriculum

Curriculum development will include opportunities for input from staff of the particular programs. Proposals will be developed and submitted to the Executive Director or designee for consideration.

8.1.2 Discipline Advisory Committee

The Board, in cooperation with the Association, shall assemble a standing Parent-Educator Disciplinary Advisory Committee with representation from the Association to be named by the Association President and comprising one-third the membership of the committee. This committee shall meet as often as necessary. The purpose of the committee will be to review the current discipline guidelines pursuant to statutory requirements. Based upon the review of the guidelines, the committee shall propose suggestions to the Board for consideration. All recommendations to the Board for modification to the Guidelines for Disciplinary Action shall be channeled through this committee. Dissenting reports shall accompany the recommendations.

8.1.3 Facilities Planning

A committee will be appointed jointly by the Association and Administration to provide input and feedback in the facilities planning process. The committee will provide input during the programming phase. The committee will have the opportunity to provide comment during the design phase of the planning.

8.1.4 Other Committees

Other committees with membership of the Association and the Administration shall be convened as necessary to perform the functions of the cooperative.

ARTICLE 9

WORKING CONDITIONS

9.1 CLASS SIZE/CASELOAD

Classes for special educators will be in keeping with the state regulations. Caseload for related service providers will be in compliance with state regulations and will not at any time exceed the state caseload recommendations. MVSEC and the Association shall develop a workload plan regarding class size, caseload, and other factors impacting employee workload.

Although all students in special education classes have specialized needs, the parties recognize that students with specialized concerns may have a significant impact on teaching and learning in the classroom. In the event an educator believes that a child with specified individual concerns is having an adverse impact, the educator may request a meeting with the program coordinator or designee to discuss possibilities for addressing those concerns. If the educator's concerns have not been resolved in this manner, the educator may bring those concerns to the Executive Director or designee for review.

9.2 ADDITIONAL PROFESSIONAL RESPONSIBILITIES

The Board and Association agree as follows regarding additional professional responsibilities for certified special education staff:

1. All special educators ~~in classroom teachers~~ and related service personnel shall be granted at least one (1) work day of release time each year to prepare for annual review IEP meetings. Additional time may be granted on a case-by-case basis. Any release time will be pro-rated for part-time certified staff. These days ~~should~~ shall be pre-arranged with the program coordinator. Staff members should work at their assigned work site or at MVSEC Administrative Offices, unless otherwise approved by the coordinator.
2. Certified school nurses shall receive up to forty (40) hours of time as needed compensated at the hourly operational rate in order to prepare for the opening of the school year. Part-time nurses will have pro-rated hours based on FTE. The hours shall be arranged through the program coordinator responsible for the work. A time sheet describing work performed will be presented by the certified school nurses.
3. In the event an IEP meeting or 504 meeting ~~that requires a notice goes lasts~~ more than one hour beyond ~~the routine expectation of at least 20 minutes before the published starting time and 20 minutes after the published ending time of the assigned school~~ the regularly scheduled 7.5 hour work day, the certified staff member ~~educator~~ shall be paid at the operational rate for each one-half

(1/2) hour segment. A time sheet describing work performed will be completed by school staff.

9.3 SCHOOL CALENDAR

The school calendar will have a total of 183 work days for certified staff. Certified employees who work more than 183 days shall be paid at their per diem rate. Non-certified employees who work the school calendar shall have a minimum of 177 work days. Additional days may be assigned with prior notice and with appropriate compensation.

The administration shall designate the equivalent of one teacher work day from the teacher institute days prior to student attendance for teachers to spend in their classroom preparing for the school year.

9.4 PROFESSIONAL DAY

9.4.1 Before/After School Hours

The Board and the Association acknowledge that education as a profession includes many teaching and non-teaching responsibilities. Educators shall be routinely expected to be in the building at least 20 minutes before the published starting time of the assigned school and for at least 20 minutes after the published ending time of the assigned school in order to supervise students and prepare for instruction as a part of a 7.5 hour work day, inclusive of a 30 minute lunch period. It is agreed and understood that there may be occasions when educators may need to be available more than 20 minutes before and after the published times. These before and after school times may be used for activities such as conferring with the team, parents, or other staff members.

9.4.2 Regularly Scheduled Meetings

There shall be no more than four (4) regularly scheduled mandatory meetings per month to meet with the team, program or department. These meetings will be scheduled at least one week in advance and shall last no more than 45 minutes, except as stated at the end of this paragraph. On the days these meetings are scheduled, the coordinator shall not schedule any other special education meetings. Notwithstanding the above, these meetings may be scheduled for longer than 45 minutes, provided that the total minutes of such mandatory meetings do not exceed 180 in a month.

9.4.3 Additional Professional Hours

In addition to the regularly scheduled meetings, educators shall make themselves available for professional responsibilities such as student assistance, parent contact and conferences, educator-initiated team meetings, educator-

initiated inclusion/collaboration meetings, meetings dealing with students, meetings with colleagues or administrators, and professional evening commitments. Aside from parent conference night and Back to School Night, each educator can be required to attend two professional evening commitments per year.

9.4.4 Parent Conferences

As part of the professional day, all educators shall have scheduled days for parent-educator conferences as well as conferences on an as needed basis. The scheduled conference days shall be reflected in the host school calendar. These conferences may include evening hours. A reasonable effort will be made to conduct parent-educator conferences during the designated days and times. Flexibility in the scheduling of conferences is available, if agreed upon by the educator and the program coordinator. Additional conferences through the year shall be scheduled on an as needed basis, at times agreed upon by the educator and the parents.

Certified related service providers shall attend parent-educator conferences, as needed. On days when parent-educator conferences are scheduled, related service personnel shall work the equivalent number of hours as program staff.

9.4.5 Communication with Parents

Recognizing that parents of students may not always be available to discuss their child's progress during the designated school day, it may be necessary for certified staff members to conference with parents beyond that time and/or contact the parents via telephone or email. Formal conferencing should be arranged directly between the educator and parent, where possible.

Certified staff members will be encouraged by their program coordinators to further develop lines of communication with parents by using a variety of professional contacts during the school year, including a letter or phone call to parents outlining the educator's expectations for the year or parent newsletters, for example.

9.4.6 Length of the Work Day

For all certified employees except school-term support personnel, the length of the work day shall be 7.5 hours, inclusive of a 30 minute lunch period. For teaching assistants, the length of the work day shall be ~~equal to student contact hours plus 15 minutes before students arrive school starts and 15 minutes after students leave school ends~~ equal to student contact hours plus 15 minutes before school starts and 15 minutes after school ends. Individual work day schedules (i.e., the start and end times) may be modified as necessary with the approval of the Executive Director or designee. Twelve month employees shall work an 8.5 hour day,

inclusive of a 30 minute lunch period. (For early release days, see Article 9.5.6.)

In order to meet specific program requirements and subject to the approval of the Executive Director or designee, the following may be implemented in the interests of collaboration:

1. Late start and/or early dismissal day specifically for collaboration;
2. Early release time; or
3. Extra duty compensation, including teaching assistants, if appropriate.

9.4.7 Plan Time: Certified

The Board will provide an average of one hundred and eighty (180) minutes of plan time per week for all certified special education staff. This plan time shall not be routinely or regularly disrupted by Administrative requests. Staff members shall use the plan time for professional activities.

9.4.8 Duty-Free Lunch

~~Every employee~~ Educational support personnel whose duties require attendance at the school for a period of five (5) or more clock hours in any school day, shall be entitled to and be allowed a 30 minute duty free lunch period ~~equal to the regular school lunch period but not less than 30 minutes~~ in each school day. Deviations in the timing of lunch may be made subject to the mutual agreement of the employee and the coordinator.

Certified employees 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 30 minute duty free lunch period equal to the regular school lunch period but not less than 30 minutes in each school day. Deviations in the timing of lunch may be made subject to the mutual agreement of the employee and the coordinator.

9.4.9 Bus Duty

All MVSEC educators and support personnel both supervise the loading and/or unloading of students as a part of their contractual hours and duties.

9.5 WORK YEAR

9.5.1 Work Year

The employment year for all Employees shall be from July 1 through June 30. For 12-month employees, the year shall consist of approximately two hundred sixty

(260) days which includes paid holidays, vacation days, shutdown days, and recess days.

9.5.2 Emergency Closings

MVSEC school-year personnel will make up any days for which the school is closed due to inclement weather and, therefore, will not be expected to be present during the closing.

Unless excused by the Executive Director or designee, all twelve month employees are expected to report for work on any days of inclement weather for which students are excused. Any twelve month employee who has not been excused by the Executive Director/designee and who does not report for work within two hours of his/her regular start time can choose to use a sick, personal, vacation or unpaid day.

9.5.3 Paid Holidays

MVSEC will guarantee thirteen (13) paid holidays per school year for twelve month Employees and ~~eight (8)~~ seven (7) paid holidays for school term Employees. If there is a State or Federal government change to the naming of legal holidays, the Administration will negotiate with the Association to continue to award ~~eight (8)~~ seven (7) paid holidays to school term employees and thirteen (13) paid holidays to twelve month employees. If for any reason school was scheduled to be held on what is identified in these lists as a paid holiday, Administration would negotiate with the Association an alternative paid day.

The paid holidays are:

12-Month Employees

Day Adjacent to Independence Day
Independence Day
Labor Day
Columbus Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve Day
Christmas Day
New Year's Eve Day
New Year's Day
Martin Luther King Day
Presidents' Day
Memorial Day

School Term Employees

~~Floating Holiday (ESP only)~~
Labor Day
Columbus Day
Thanksgiving Day
Thanksgiving Friday
Martin Luther King Day
Presidents' Day
Memorial Day

~~Veterans Day will be a floating holiday for School Term non-certified staff. School Term Employees must submit in writing to their immediate supervisor at least three (3) days in advance of the requested absence to use the floating holiday. (Note: Employees in their first year of employment must have been started their employment prior to November 11 to earn this holiday.)~~

9.5.4 Holiday Eligibility

In order to be eligible for holiday pay, an employee must work the full scheduled workday before and after the holiday, unless the employee's absence is excused by the executive director or designee. If the absence is due to for sickness or illness, and acceptable proof of same is provided to the may be requested by MVSEC administration, if requested.

9.5.5 Vacation Days

All full-time, twelve (12) month Association Members hired on or before the 2011-12 school year shall receive paid vacation time. Said vacation time should be scheduled in advance with the immediate supervisor. Where more than one employee request the same vacation date(s), the employee having the greatest seniority shall be granted his/her preferred vacation days.

All full-time, twelve (12) month employees shall be entitled to vacation days, with pay, as follows:

1. ~~During the first year of employment, an employee shall accrue one (1) day of vacation for each month worked, up to a maximum of ten (10) days. Employees who do not satisfactorily complete their probationary period during the fiscal year in which they were hired will not receive the vacation entitlement set forth above. Employees must successfully complete their probationary period in order to be eligible to accrue vacation days. Upon successful completion of the probationary period, the employee shall accrue days retroactive to their hire date.~~
2. ~~Vacation will accrue each month worked pursuant to the schedule in paragraph 3 below. , and the total accrued Days will be allocated available for use as accrued and must be used within the fiscal year following the fiscal year in which they were earned. Any accrued days not so used shall be forfeited and shall not carry over. each year on the first day of the new fiscal year.~~
3. Eligible employees shall be entitled to vacation as follows:

<u>Months Employed</u>	<u>Years Employed</u>	<u>Monthly Accrual</u>	<u>Annual Total</u>	<u>Balance Limit</u>
0 – 59	0 – 4.99	0.84 days*	10.08 days	20.16
60 – 119	5.0 – 9.99	1.25 days	15.00 days	30.00
120 – 179	10.00 – 14.99	1.75 days	21.00 days	40.08
180+	15.00+	1.84 days	22.08 days	40.08

* Not eligible for use until successful completion of probationary period.

4. Employees shall have the option of converting five (5) unused vacation days into sick days annually on June 30.
5. Upon termination of employment, an Employee shall be paid for accrued but unused and unforfeited vacation time at his or her current rate of pay.
6. In the event a full-time, school-term employee is permanently transferred to a twelve-month position, his/her placement on the vacation schedule pursuant to this section, shall be determined by the original hire date.
7. Employees hired on or after July 1, 2011 shall have the same vacation benefits set forth above with the following exception:

Vacation days shall not be allowed to carry over from one year to the next. Instead, up to five (5) earned but unused vacation days may be converted to sick leave days annually. All other earned days must be used within the fiscal year following the fiscal year in which they are accrued or they shall be forfeited.

9.5.6 Early Release Days

Support Staff whose normal schedule is a five (5) day work week will be expected to work their regular schedule on “early release” days. Individuals who seek not to work on these days must submit a “Non-Compensatory” form to the Executive Director or designee’s office with prior approval by the program coordinator.

9.6 SUMMER WORK HOURS—TWELVE MONTH STAFF

Full-time, 12-month employees will work a 36-hour workweek during the summer, (without change to wages and/or compensation). Scheduling of the four hours of absence will be coordinated between each employee and his/her supervisor. The Executive Director or designee has the final decision regarding modified schedule requests based on building and department needs.

9.7 BREAK PERIODS—Non-Certified Staff

Each non-certified employee is entitled to one duty-free 15 minute break for each continuous three (3) hours worked. Normally, paid breaks will occur once in the morning

and once in the afternoon. Deviations in the timing of these breaks may be made subject to the mutual agreement of the employee and the coordinator.

9.8 PROFESSIONAL DEVELOPMENT—All Staff

The Administration and the Association recognize the importance of proper training for Employees. To that end, the parties agree to the following:

All employees may be scheduled to attend appropriate professional development with pay if the professional development is scheduled during times other than regular work hours. Professional development programs may be provided during the school year and up to two weeks prior to the first student attendance day of the school year. Reasonable notice shall be given to employees if they are to be required to attend during the two-week period prior to the start of school or after school on student attendance days. Professional development programs may occur during regular school hours, on student non-attendance days, or after school on student attendance days. Professional development will be provided at MVSEC or other appropriate sites.

9.9 NEW STAFF ORIENTATION—Certified Staff

Each full-time or part-time certified staff employed for the first time in MVSEC or reemployed after a break in service of at least one year, shall participate in an MVSEC Orientation Program. The Board reserves the right to require staff to report to work up to four (4) days prior to the regular start date of the school year for purposes of orientation. Such additional days, if any, shall be compensated at the employee's applicable hourly rate or the employee's per diem rate for salaried employees.

9.10 PROFESSIONAL DEVELOPMENT—Non-Certified Staff

MVSEC may require professional development for each new Employee within five days of the Employee's first day working in the position to provide the Employee with knowledge of the responsibilities of the job. During the first year of employment, non-certified school year employees may be required to attend up to five hours of orientation outside the work calendar at the employee's daily rate. This orientation may be in conjunction with New Teacher Orientation.

In lieu of the floating holiday, non-certified, school-term staff shall be required to attend one half day of professional development. The second half of the day may be taken as paid time off or the employee may choose to stay for the remainder of the day for additional training. The Administration will strive to provide professional development that is meaningful and relevant. If an employee does not attend the half-day professional development activity, the employee will not be compensated for the entire day.

The Administration shall strive to provide appropriate time for the Classroom Teacher and the Teacher's Assistants to confer on educational issues and other issues which effect students. This time could be in addition to the time prescribed by the IEP.

Non-certified staff shall be paid according to the table of rates ~~their regular hourly rate~~ for professional development outside their regular work day. ~~including~~ Overtime will be paid if programs exceed forty (40) hours per week.

9.11 VIDEO SURVEILLANCE

Physical contact and handling of students is inherent in the work of selected Association members based on their job duties. Job-related physical contact of a student by such employees, in and of itself, should not be misconstrued as inappropriate. In the event that MVSEC staff may be located in buildings with video surveillance equipment, these procedures and assurances must be met. MVSEC classrooms shall also be included in surveillance if 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 MVSEC and/or host district personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving MVSEC 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 host district or MVSEC 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 10

LEAVES

The following sections pertain to all employee groups:

10.1 SICK LEAVE

Sick leave shall be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. ; ~~illness,~~ and additional days beyond bereavement leave for death of members of the immediate family or household. The immediate family, for purposes of sick leave, shall include: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, ~~and~~ legal guardians, and partners parties of civil unions.

~~The continuing liberalization of sick leave benefits is not to be construed as anything but expanded insurance protection for loss of income due to genuine personal disabilities.~~ The contract is not intended to limit MVSEC'S responsibility to deter abuses or illegitimate absenteeism through appropriate personnel action where necessary; nor is the Agreement intended as a guarantee of employment for persons physically unable to discharge their responsibilities on a regular and efficient basis.

MVSEC may require a physician's statement as a condition for payment of sick leave for absences in excess of three (3) consecutive days, or up to 30 days for birth, adoption or placement for adoption. Sick leave used for birth shall begin on the first work day following the birth. Exceptions may be granted for activities, such as transition, planning, IEP meetings, classroom preparation, at the discretion of the employer.

10.2 BEREAVEMENT LEAVE

Employees may use up to three (3) days of paid bereavement leave, per incident, for leave connected with the death of members of the immediate family. Immediate family, for the purposes of bereavement leave, shall include: parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Employees may use up to three (3) days of accumulated sick leave for bereavement purposes per incident for individuals who are not indicated in the list above. MVSEC will provide additional unpaid leave if necessary.

10.3 PERSONAL LEAVE

Two of the sick leave days, per year, may be used for personal business, providing the employee shall notify his/her supervisor at least three (3) days in advance except in cases of emergency. Personal leave may not be taken contiguous to a holiday or other scheduled non-working weekday. Personal matters of extreme importance occurring during restricted

times may be applied for with explanation to the Executive Director or his/her designee. Requests for personal business leave during the restricted times will be considered on an individual, non-precedent setting basis. The Executive Director or designee shall have sole discretion in determining whether to approve such requests.

10.4 JURY SERVICE AND OTHER RELATED APPEARANCES

Any employee called for jury duty, subpoenaed in court, or before legislative bodies as a witness, shall be paid his/her full compensation for such time with no loss of any leaves, seniority, or loss of any other benefits with the exception of extended school year. As a condition of this benefit, the employee shall turn over any fees received for such service.

10.5 PARENTAL LEAVE AND OTHER LEAVES OF ABSENCE

Requests for unpaid leaves of absences in relation to parenthood or shall be administered without regard to sex; actual disabilities arising out of pregnancy shall be deemed illnesses subject to the sick leave policy. It is expressly agreed that because of the predictable, volitional and/or avoidable aspect of parental leave (as distinguished from disabilities arising out of or because of pregnancy) all requests for leaves of absence in relation to parenthood shall include a positive commitment to return to employment and shall be structured so as to result in minimal disruption to the MVSEC's programs and services.

Leaves of absence without pay or benefits up to one (1) school year 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. Requests for leaves of absence shall include the reason for leave along with notification of the beginning and ending dates of said leaves. Employees must inform MVSEC in writing fifteen (15) days prior to the expiration of the leave of absence their intention to return to work, but no later than February 1.

An employee on parental or other leave shall notify MVSEC by certified mail of his/her firm intention to return to MVSEC following the parental leave by February 1 of the leave year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form which is signed by the employee and appropriate administrator at the time of approval of the leave.

Upon return from parental leave or leave of absence as provided above, an employee shall be restored to the longevity step on the salary guide occupied by the employee prior to commencement of such leave; provided however, that should the leave commence following the beginning of the second semester, and the employee is otherwise eligible for advancement, such employee shall be deemed to have qualified for advancement by one step on the salary guide. For leaves over 90 days, seniority will not accumulate.

An employee granted parental leave may make arrangements during such leave to continue hospitalization and life insurance as provided for in this Agreement at his/her own

expense. All persons returning from parental leave or leave of absence shall be returned to an equivalent position, according to seniority.

10.6 FAMILY MEDICAL LEAVE

Employees are informed of their statutory rights under the Family and Medical Leave Act (FMLA). Eligible employees are entitled to 12 work-weeks of unpaid family and medical leave ~~during MVSEC fiscal year in accordance with the FMLA during each 12-month period.~~ The 12-month period shall be on a rolling basis, calculated from when the employee last used 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 of up to 12 work-weeks. MVSEC shall not require the employee to substitute accrued paid leave to all or any portion of the leave. As stated in the Family and Medical Leave Act (FMLA), the employer is required to maintain health insurance coverage “on the same basis as coverage would be provided if the employee has been continuously employed during the FMLA leave period.”

Definition of a day Leave of Absence: Each day of absence shall be commensurate to the employees contracted work day.

10.7 RELIGIOUS HOLIDAYS

Employees are informed of their rights under the Illinois Human Rights Act.

The following sections pertain to certified staff:

10.8 SICK LEAVE – Certified Staff

1. Sick leave shall be granted for personal illness, quarantine at home, ~~or~~ serious illness ~~or death~~ in the immediate family or household of the staff member educator, or birth, adoption or placement for adoption. ~~'s residence or in the immediate family.~~
2. Sick leave for part-time staff members ~~educators~~ will be prorated.
3. Every certified staff member shall receive 15 days per year for sick leave usage as provided for in the Illinois School Code. After the staff member has served in a full-time position for 19 years or the equivalent of 19 years of service, in ~~the~~ District 303 and MVSEC, the certified staff member shall receive 18 days of sick leave each year thereafter.

4. If the certified staff member does not use the full amount of annual sick leave allowed, the unused amount including leave for the current year shall accumulate ~~at full pay~~ without limit.

10.9 DUTY-CONNECTED DISABILITY—Certified Staff

1. Each certified staff member is covered by the Illinois Workers' Compensation Act and the District is subject to provisions thereof;
2. Any certified staff member who suffers an occupational injury in the course of employment by MVSEC, is adjudged to have incurred a temporary total disability as defined in the Act, is precluded from employment thereby, and qualifies for weekly indemnity benefits, will be eligible to receive a supplement from MVSEC as follows:
 - a. Workers' Compensation benefits received by the certified staff member will be supplemented so that the Workers' Compensation benefit and the supplement equal 90% of regular salary;
 - b. The supplement will parallel the period of compensation to a maximum number of days equal to the staff members' 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;
 - c. There will be no deduction from sick leave in relation to the supplement;
 - d. The benefit stated herein will parallel the provisions of the Workers' Compensation Act relating to commencement and applicability of the benefit.

10.10 PROFESSIONAL IMPROVEMENT LEAVE—Certified Staff

Certified staff members with tenure shall be eligible for a leave of absence, without pay, for the purpose of professional improvement, subject to the following:

1. Each leave of absence shall be for a period of not more, not less, than one full school term provided that MVSEC may, upon good cause shown, and when such a leave will not significantly impact the education program, permit a leave for one (1) semester. Upon return from such leave certified staff member shall be restored to a position for which he or she is qualified.
2. Up to two percent (2%) of the certified staff may be on leave of absence at any time, exclusive of staff on sabbatical leave.

3. A certified staff member seeking a leave of absence shall file an application with MVSEC by not later than February 1 preceding the school term in which the leave is taken. The application shall include an outline of the activities for which the leave is requested together with a statement concerning the extent to which such activities will improve the staff members' professional competence.
4. A certified staff member on leave of absence shall notify MVSEC by certified mail of his/her firm intention to return to MVSEC following the leave of absence by February 1 of the leave of absence year. Failure to give notice as specified above shall be deemed a voluntary resignation. This agreement will appear in writing on the leave of absence approval form that is signed by the staff member and appropriate administrator at the time of approval of the leave.
5. Applications for leave of absence shall be filed with the Executive Director and final approval thereon shall rest with the Executive Advisory Board. In cases where more than two percent (2%) of the staff members seek leave of absence at the same time, selection shall be based upon relative merit of the programs submitted as related to the educational program of MVSEC; where the programs have relatively equal merit, selection shall be made on the basis of the greater length of service to MVSEC.

~~10.11 SABBATICAL LEAVE—Certified Staff~~

~~Sabbatical leaves shall be granted for a period of either one (1) school year or one (1) semester by the Executive Advisory Board for the encouragement of continued professional development and resulting improvement in the quality and level of experience of the staff of MVSEC.~~

- ~~1. Eligibility. Certified staff members who have satisfactorily completed at least seven (7) consecutive full-time years of service in MVSEC may apply for a sabbatical leave. After taking a sabbatical leave, a person may not apply for another one until he/she has again satisfactorily completed seven consecutive full-time years of service.~~
- ~~2. Purposes. A sabbatical leave may be granted to permit a person to engage in advanced study, research, travel, or other purposes designed to improve programs and services at MVSEC.~~
- ~~3. Procedure A written plan for use of the sabbatical leave is to be submitted to the Executive Director by November 1 of the year preceding the year the leave will be taken. The applicant will receive written notification of approval or rejection by the Executive Director by February 1. The Executive Director shall present the final applicants recommended to the Board for its approval.~~

- ~~4. Number of Persons Allowed Sabbatical Leaves. Not more than one percent (1%) (or major fraction thereof) of the total staff shall be granted sabbatical leaves during any one school year.~~
- ~~5. Compensation. During the period of sabbatical leave, a person shall receive seventy five percent (75%) of his/her schedule salary which he/she would receive that year if he/she were in actual service. If a person has a sabbatical leave for one (1) semester, he/she shall receive seventy five percent (75%) of the salary he/she would receive during that period.~~

~~The salary of the applicant will be paid in the same manner and at the same time that the applicant would normally be paid if he/she were in actual service. The applicant shall receive the same insurance coverage that he/she would receive if he/she were in actual service that year.~~

~~The Board shall pay his/her contribution to the Illinois Teachers' Retirement System as specified by law.~~

- ~~6. Obligations of Applicants. Before a leave is granted, the applicant shall agree in writing that he/she will return to service in MVSEC for at least one (1) year. If he/she does not return, he/she must refund all money received from MVSEC unless such return and performance is prevented by illness or incapacity. If the person does not return to MVSEC he/she shall refund the money in twelve (12) monthly installments beginning with the new school year. While on sabbatical leave, a person shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave was granted and approved.~~
- ~~7. Obligations of the Board. Upon expiration of a sabbatical leave, a person who has complied with the conditions of the leave shall be returned to a position equivalent to that formerly occupied.~~

~~A person shall be credited with teaching experience for such period of leave, and upon return he/she shall be placed on the salary schedule at such step as though he/she had been in actual service.~~

10.12-11 JOB SHARE LEAVE—Certified Staff

1. Policy. Job Sharing is defined as a voluntary employment arrangement in which two (2) tenured educators who have been employed by MVSEC for not less than five (5) years share one full-time position and have been granted a job share leave of absence.

A job sharing leave may be granted to tenured educators at the sole discretion of the Board. The goal of a job sharing arrangement is to provide benefits to all parties involved: educators, students, and parents in MVSEC.

2. Procedures. Following notification of the supervisor of the intent to apply for a job share leave, the educator(s) proposing the leave shall forward the plan to the Executive Director for consideration and potential recommendation to the Board. The Executive Director shall formulate the recommendation in consultation with the supervisor. The granting or denial of a leave does not set a precedent with respect to the granting or denial of future leaves. Refusal to grant such a leave shall not be subject to challenge through the grievance procedure. MVSEC shall notify the applicant(s) of disposition regarding requested leave by March 1. Written disposition shall be forwarded to applicant(s) on the original application proposal. Exceptions to the stated timelines may be allowed should extenuating circumstances occur.

Individuals who wish to job share shall jointly apply to the Board no later than February 1 of the year before they wish to job share. The application shall specify the proposed nature and structure of the job sharing arrangement and shall specify that both parties understand that they will only receive a pro rata share of benefits and must attend all Institute Days, Parent-Educator Days, professional development days and other required employee duties on a full-time basis without additional compensation.

The educators who are in a job sharing position must notify the Board no later than February 1 if they wish to continue in the job sharing position. The Board may require that an educator return to full time teaching by giving notice no later than March 1.

3. Salary Credit Allowable. To be eligible for a year of experience credit in relation to the salary guide an educator must have taught ninety (90) or more teaching days in a full-time capacity during that year. Participants in job sharing leave positions shall be placed appropriately on the educator's salary schedule and salaries shall be pro-rated according to the time worked. Educators in job sharing leave positions shall receive salary step growth at the start of the school year following the accumulation of the equivalence of one (1) year of full time service (i.e., if a person works two (2) years in a 50% job share position he/she would advance only one step on the salary schedule after the second year. They would not advance a step after one (1) year of a job share position). Contributions to the Teachers' Retirement System shall be pro-rated according to the time worked.
4. Length of Leave. The length of a job sharing leave shall be for one (1) year and may be renewed by the Board if a request to renew is made by the participants prior to February 1. Participants in job sharing leave positions

shall be considered on a leave of absence for that portion of the school work hours and/or days that they are not working.

5. Seniority. Educators participating in the job sharing leave program shall accrue seniority in proportion to the time worked (e.g., one-half year for each year of one-half time employment). The tenure of an educator on job sharing leave shall not be interrupted during the time he/she is on the leave.
6. Insurance. Educators participating in the job sharing program shall be eligible for insurance benefits. MVSEC's obligation toward the premium shall be on a pro-rata basis equal to the percentage of employment of each job sharing educator. The job sharing educator shall pay the balance of any premium via payroll deduction. Educators would be eligible for the same insurance coverage they had during their last year of full-time employment.
7. Return From Leave. Participants in a job sharing leave program shall submit written notice of their intent to return by February 1 proceeding the year they plan to return. Upon return, the educator(s) shall be returned to the first equivalent position that becomes available in accordance with existing policy and practice, or, in lieu of that, shall be continued on job sharing leave.
8. Sick Days/Personal Leave Days. Sick days and personal leave days shall be provided in proportion to the time worked.

The following sections pertain to non-certified staff:

10.132 SICK LEAVE—Non-Certified Staff

Probationary non-certified employees shall be entitled to two (2) paid sick days during their probationary period to be used on account of illness. These two days shall be considered part of the non-certified employee's annual allotment.

Non-certified employees who have completed their probationary period shall be entitled to paid sick leave, to be used on account of personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. ~~illness~~, as follows:

1. Full-time twelve month non-certified employees, 15 days per year.
2. All other Association Members scheduled to work at least 600 hours per year, 13 days per year on a prorated basis.
3. Unused sick leave may be accumulated from year to year without limitation.

10.14 ACCIDENT OR INJURY LEAVE—Non-Certified Staff

Absence due to injury, accident or illness incurred in the course of the Employee's employment shall not be charged against the Employee's sick leave days. An Employee on Worker's Compensation leave shall continue to accumulate seniority for a period not to exceed six (6) months.

ARTICLE 11

RETIREMENT

11.1 LOCAL RETIREMENT INCENTIVE

Certified Staff:

Employees who have been employed by MVSEC for the equivalent of fifteen (15) years or more as a full-time staff member at the time of retirement, who are eligible for a TRS annuity and choose to use the local retirement incentive, shall have their compensation, which would include the total of all creditable earnings, increased by 3% + step percentage ~~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 MVSEC, 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).

Non-Certified Staff:

A non-certified employee is eligible for this program if he/she is 55 years of age on the date of retirement and has at least 15 years of service credit in MVSEC and/or District 303 on the date of retirement and is retiring under the provisions of the Illinois Municipal Retirement Fund. In year one of this agreement, support personnel 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 MVSEC, in writing, by March 1 of the year prior to the year in which they are to begin receiving benefits under this section. In years two and three of this contract, the earnings will be increased by 6% for a maximum of two years of service prior to their retirement.

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; or
- 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.

In the event the notice is revoked, the staff member 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 staff member over 12 pay periods during the year of the revocation. This amount shall be in lieu of all step and lane movement, as well as any additional payments or stipends, with the exception of those that are exempted by law. Pay for exempted activities per TRS guidelines shall not be subject to the 6% local retirement incentive. No employee who has given notice of retirement shall receive a pay increase that will subject MVSEC to an additional contribution to the TRS.

Participating staff members 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 staff member's annual compensation shall be adjusted down to reflect non-performance of any such extra-duty work. If the Board eliminates the extra duty, the Board will make another duty available to the staff member to earn the money lost by the staff member. If the staff member chooses not to perform the offered activity, the staff member's salary will be reduced to reflect the reduced work. In the event the staff member is removed for cause, the staff member shall have the right to apply for open positions but there shall be no guarantee of a new assignment.

11.2 POST-RETIREMENT SEVERANCE

For certified staff, a post-retirement severance payment shall be based on the following:

- a. Staff members who have 15 years full time equivalent in MVSEC and/or District 303 as a staff member 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~~ \$500 for each year of full time service up to a maximum of ~~\$25,000~~ \$12,500. For example, staff member who has 15 years of full time equivalent service will receive ~~\$15,000~~ \$7,500, one who has 18 years of full time equivalent service shall receive ~~\$18,000~~ \$9,000 and one who has 25 years or more of full time equivalent service shall receive ~~\$25,000~~ \$12,500.
- b. Staff members who give three years notice shall receive 75% of the amount; staff members giving two years notice shall receive 50% of the amount; staff members giving one year notice shall receive 25% of the amount; and staff members who do not give notice shall not receive any post-retirement payment.
- c. Staff members 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 educator shall make the election in writing, by June 15th prior to the effective date of retirement.
- d. The staff member shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.

For non-certified staff, in year one only, a post-retirement severance payment shall be based on the following:

- a. Staff members who have 15 years full time equivalent in MVSEC and/or District 303 as a staff member 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~~ \$500 for each year of full time service up to a maximum of ~~\$25,000~~ \$12,500. For example, staff member who has 15 years of full time equivalent service will receive ~~\$15,000~~ \$7,500, one who has 18 years of full time equivalent service shall receive ~~\$18,000~~ \$9,000 and one who has 25 years or more of full time equivalent service shall receive ~~\$25,000~~ \$12,500.
- b. Staff members who give three years notice shall receive 75% of the amount; staff members giving two years notice shall receive 50% of the amount; staff members giving one year notice shall receive 25% of the amount; and staff members who do not give notice shall not receive any post-retirement payment.
- c. Staff members 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 educator shall make the election in writing, by June 15th prior to the effective date of retirement.
- d. The staff member shall be responsible for all taxes and payments required by law that may be applicable to the post-retirement payment.
- e. In years two and three of the contract, there will be no severance payments.

The following sections pertain to certified staff members:

11.3 RETIREMENT—Certified Staff

In the event the law is changed regarding the use of retirement incentives, caps on contributions, or increased financial exposure by MVSEC, pertinent sections will be suspended and the parties will agree to come back and bargain in good faith. Members who are eligible for the ERO option under TRS may choose this option. Members who choose the ERO option under TRS will not be eligible for the local retirement incentive listed in Section 11.2.

The following sections pertain to Non-Certified Staff:

11.4 RETIREMENT—Non-Certified Staff

11.4.1 Unused Sick Leave

(1) A non-certified employee who retires with 15 years of service shall be paid for unused sick days at the rate of \$30.00 per day. The maximum allowable days of sick leave for this purpose shall be 18 days. This retirement severance will be paid over the last four (4) months of employment. To be eligible for the above

severance to be paid out in this manner, written notice of intent to retire shall be delivered to the Board at least five (5) months before effective date of retirement.

(2) Unused, unpaid sick leave may be applied toward additional service time with IMRF at the rate of 20 days per month or fraction thereof. Refer to information from IMRF.

Portions of sick leave may be used for options #1 or #2 (above). This should be stated in the notice of intent to retire.

11.4.2 Unused Vacation—Non-Certified Staff

Upon termination of employment, a non-certified employee shall be paid for accrued but unused vacation time at his or her current rate of pay. Payment for these vacation days and for unused vacation time earned may be made over the last four (4) months of employment. ~~Written notice of intent to retire shall be delivered to the Board at least five (5) months before effective date of retirement.~~ A portion of the vacation time earned in the last fiscal year (to be taken in the current year) can be taken in the last four (4) months of employment but cannot be used to extend the retirement date. The request for number of days to be paid out or held back should be stated in the notice of intent to retire-, delivered at least 5 months before the effective date of retirement.

11.4.3 Retirement Insurance—Non-Certified Staff

Retired non-certified 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. Non-certified employees who are retiring and meet all the requirements of the state law covering IMRF members may continue employee and dependent major medical coverage with MVSEC until eligible for Medicare by reimbursing MVSEC 100% of the premium cost. Insurance rates per month are available through the Business Office. These rates are subject to change.

Dental coverage may be continued for three years only per MVSEC at 100% of the premium cost. Life insurance may not be continued but may be converted.

ARTICLE 12

SICK LEAVE BANK

12.1 ESTABLISHMENT OF BANK

A sick leave bank shall be established and will consist of accumulated sick days contributed by Association Members. Participation in the sick leave bank shall be voluntary. Election to participate must be made by September 1 or within 30 days of hiring, whichever is later. If a member chooses not to participate, he/she will not be able to join in future years. ~~Each continuing participating Association Member employed by MVSEC as of the effective date of this agreement shall contribute one (1) sick day to establish the bank. Thereafter, each~~ Each new sick bank participant shall contribute one (1) sick day per year for the first two (2) years of participation. In the event the bank is depleted to less than 100 days, each participating Association Member shall contribute one (1) additional day. Unused days remaining in the sick leave bank at the end of the year will accumulate for the following year.

Definition of a Sick Day: Each sick day shall be commensurate to the employees contracted work day.

12.2 ELIGIBILITY

An employee must have one (1) year seniority with MVSEC or District 303 prior to the accident or illness for which application is made to be eligible.

12.3 PROCEDURE FOR USE OF SICK BANK

Any Association Member currently employed in MVSEC shall be entitled to draw from the bank provided the following conditions are met:

1. The employee has used all his/her personal accumulated sick days and personal days. Utilization of the bank shall also be contingent upon the expiration of thirty (30) working days from the onset of the illness or disability (or if the illness or disability is a recurrent one, the absence from employment because of such illness or disability for at least twenty-five (25) days). Such days may be concurrent with the utilization of sick leave.
2. Only serious illness or accidents are applicable.
3. The employee shall produce a doctor's certificate as proof of need.
4. The use of the sick leave bank may be used for the employee only.

5. Sick leave days that have been unused by members may not be donated at the termination of employment for retirement or any other reason.
6. The committee shall request the employee's attendance record and utilize the data in the evaluation of the employee's request.
7. The committee shall also take into consideration the employee's eligibility for disability benefits from any source whatsoever before ruling on the employee's application.
8. The maximum days awarded on an illness or injury shall be 30 days. Additional days will require re-applying for approval.

12.4 GOVERNING COMMITTEE

The bank shall be administered by a committee of educators appointed by the Association President. This committee shall decide on individual applications for withdrawal of days from the bank according to the guidelines developed and implemented by the Association.

12.5 RECORD-KEEPING/REPORTING

The Association shall provide to the Human Resources Office a roster of sick leave bank membership and shall notify the Human Resources Office of its decisions regarding the granting of days from the sick leave bank. The Administration shall cooperate with the Association in keeping track of the total number of sick leave days in the sick leave bank. The Administration shall notify the Association President of the total number of sick leave days in the sick leave bank at least quarterly.

The Association president shall receive the applications to use the sick leave bank and forward them to the chair of the sick leave bank committee. It shall be the responsibility of the Association to determine if the application is complete.

12.6 INDEMNIFICATION

The Association shall defend and indemnify the Board in any action or complaint arising from the establishment and use of the sick leave bank.

ARTICLE 13

EMPLOYEE EVALUATION AND PERSONNEL FILE

13.1 STANDARDS OF CONDUCT

A statement of minimum standards of employee conduct, taken as modified from the Code of Ethics of the Education Profession adopted by the NEA Representative Assembly is included in this agreement. It is understood that a violation of any of the principles and/or affirmative obligations recited therein shall be included in the employee's evaluation.

13.2 CODE OF ETHICS OF THE EDUCATION PROFESSION

The educator, believing in the worth and dignity of each human being, recognizes the supreme importance of the pursuit of truth, devotion to excellence, and the nurture of the democratic principles. Essential to these goals is the protection of freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator accepts the responsibility to adhere to the highest ethical standards.

The educator recognizes the magnitude of the responsibility inherent in the teaching process. The desire for the respect and confidence of one's colleagues, of students, of parents, and of the members of the community provides the incentive to attain and maintain the highest possible degree of ethical conduct. The Code of Ethics of the Education Profession indicates the aspiration of all educators and provides standards by which to judge conduct.

The remedies specified by the NEA and/or its affiliates for the violation of any provision of this Code shall be exclusive and no such provision shall be enforceable in any form other than the one specifically designated by the NEA or its affiliates.

The following sections pertain to all employees:

13.3 REVIEW/INSPECTION/COPYING OF PERSONNEL FILE

There shall be one official personnel file maintained at the MVSEC office for each employee. Every employee shall have the right, upon request, to review, inspect and obtain copies of the records maintained in his/her personnel file in accordance with or without the provisions of the Illinois Personnel Record Review Act. Records not in the personnel file but which should have been included as required under said Act may not be used by the Board in any judicial or quasi-judicial proceeding unless the records were not intentionally excluded and 1) the employee agrees to their use, or 2) the employee has been given a reasonable time to review the records. MVSEC will provide one copy per year of personnel records at no charge to the employee.

13.4 COPIES

Employees shall be given copies of all written evaluations. Within ten (10) school 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.

13.5 ADVERSE CRITICISM/OPPORTUNITY TO REPLY

No criticism of the employee in his or her professional capacity shall be considered or made part of the employee's personnel file unless the employee is made aware of the criticism. The employee will be afforded the opportunity to rebut such criticism and to attach the rebuttal to the evaluation which shall be included in the employee's personnel file.

13.6 OBSERVATIONS

Employees will be evaluated according to the staff evaluation plan. An employee shall be given an additional observation if requested by the employee. Nothing in the Agreement shall be construed to limit the number of formal or informal observations of employee performance deemed necessary by the Administration.

13.7 JOINT EVALUATION COMMITTEE

There shall be ~~ad hoc~~ Joint Evaluation Committees (convened as needed) for both certified and non-certified staff members consisting of equal representation of Association members appointed by the Association President (or designee) and members from the Administration appointed by the Executive Director (or designee). ~~who will create and submit the evaluation plan to the state for MVSEC.~~

Changes in the evaluation instrument shall be made by the committee and forwarded to the Association President and Executive Director. If the Association President ~~or~~ and the Executive Director deems such changes to be significant, then the evaluation instrument (complete with effective dates) ~~will continue to be used without such changes until adopted~~ may be approved ~~modified~~ by the Board following good faith cooperation with the union. The ~~certified staff~~ evaluation plans will be available for download on the MVSEC website. The certified evaluation plan will follow the requirements of the Illinois School Code.

The following section pertains to Certified Staff:

13.8 EVALUATIONS—Certified Staff

13.8.1 Purpose of Evaluation

The purpose of evaluation for tenured staff is two-fold:

1. To improve instruction/delivery of service, and

2. To determine certified staff member employment status.

The purpose of probationary (non-tenured) evaluation is to determine the following:

1. Whether the certified staff member meets standards for competence in his or her practice,
2. Whether he/she has the potential to become an excellent educator by MVSEC standards, and
3. Whether the staff member will be re-employed.

Thus, the probationary evaluation program is designed to determine future employment status and to assist in the development of professional potential.

Nothing contained in this article shall be construed as a derogation of the MVSEC's right to terminate the employment of tenured educators for cause unrelated to professional competence and/or the termination of non-tenured educators for cause.

13.8.2 Notice of Evaluation Procedures

~~Each certified staff member shall be informed by the evaluator as to the evaluation procedures which are followed by MVSEC within the first 30 calendar days of school. This information shall include the evaluation plan and time lines.~~
The evaluation plans and procedures will be made available on the MVSEC website.

13.8.3 Evaluator Responsibilities

During the formative evaluation process, the evaluator, as defined in the certified staff evaluation plan, may seek input from other educators who have specialized knowledge or skills. The administrator or direct supervisor preparing the summative evaluation must have personal knowledge of the performance of the staff member that s/he gathered during personal observation(s).

13.8.4 Notification of Adverse Evaluation for Probationary Certified Staff Members

Each MVSEC principal or coordinator shall, not later than 45 days prior to the end of the school term, notify the probationary certified staff member under his supervision whether, the contract of such staff member will be recommended for renewal or will not be recommended for renewal, based upon the staff members' performance up to the time of the notification. A written report of such notification shall be made to the Executive Director with a copy to the certified staff member.

13.8.5 Notification of Adverse Evaluation for Tenured Certified Staff Members

Notification of adverse evaluation for tenured certified staff members shall be done in accordance with the certified staff evaluation plan, ~~submitted to the state.~~

13.8.6 Evaluation of Part-Time Certified Staff Members

Part-time certified staff members will be evaluated ~~during the first four (4) consecutive years of their employment in the district~~ using the format delineated for non-tenured staff members. ~~After the first four (4) years of employment, these staff members will be evaluated every other year following the guidelines for tenured staff members.~~

The following sections pertain to non-certified staff:

13.9 EVALUATIONS—Non-Certified Staff

13.9.1 Purpose of Evaluation

The purpose of evaluation is:

1. the improvement of employee skills and performance,
2. to identify employee strengths and weaknesses,
3. to determine whether the non-certified staff member meets MVSEC's standards for competence in his/her practice, and
4. to determine employment status.

13.9.2 Probationary Employees

Prior to completion of the 60 work day probationary period, one (1) observation will be conducted by the probationary employee's program coordinator. The coordinator shall complete a New Employee Probation Summary Form which denotes (a) continued employment, (b) extended probationary period, or (c) termination. A copy of the completed form will be provided to the employee, the Association and placed in the employee's personnel file.

13.9.3 Continuing Employment

After the probationary period, non-certified employees shall be evaluated at least yearly for the first three (3) years of employment. Thereafter, evaluations will be conducted as needed, at least once every three (3) years. Evaluations shall be conducted by supervisory personnel which will include at least one (1) personal observation and evaluation by their Program Coordinator, no later than May 15 for school term Employees and June 15 for twelve month Employees.

ARTICLE 14

EMPLOYEE PROTECTION

14.1 ASSAULT ON EMPLOYEES

When a physical assault occurs, the employee has the right to defend himself/herself and/or obtain assistance. The principal or designee should be immediately notified of the incident and take appropriate action which may include calling the police, parent(s), and/or the Executive Director/Designee. If the principal/coordinator is not available, the employee may call any administrative designee.

The Board shall defend and indemnify the employee to the extent required by law. In all cases, the Executive Director's office shall immediately notify the employee of any legal aid from MVSEC that may be necessary.

14.2 SUBPOENA, SUMMONS OR LEGAL COMPLAINT

Any employee who is served with a subpoena, summons or legal complaint on a matter relating to her or his employment in MVSEC shall notify human resources as soon as possible, but no later than three (3) days after the service. The employee shall receive appropriate consultation regarding the matter at no cost to the employee. The employee will be compensated at her/his normal rate for time beyond the normal workday for the time required by the employer or the court spent on such a matter.

Should an employee be arrested or formally charged by legal authorities of any felony or misdemeanor that is directly or indirectly related to job duties, except for minor traffic violations, it is that Association Member's obligation to notify the Human Resources Department as soon as possible but no later than two (2) days after the arrest or charge. The Board will not initiate employment actions solely on the basis of such a report.

14.3 STUDENT DISCIPLINE

Staff members shall enforce classroom discipline and MVSEC shall support staff members to the extent that such enforcement is consistent with the School Code. In the event that a staff member is unable, through reasonable disciplinary measures, to control disruptive student behavior, the staff member may send the student to or call for assistance from a principal or other member of the administration. The employee may request that a conference be held between the staff member, administrator, and the student and/or the student's parents, if the student behavior in question is a serious disruption to the educational environment.

14.4 COMPLAINTS

Each employee is encouraged to raise and discuss any problem encountered by the employee with respect to discipline policies or practices. Such problems should be raised initially in writing with the immediate supervisor by the employee or the Association. If resolution is not achieved, the employee or the Association may raise and/or appeal such problems to the Director of Business and Human Resources, another supervisor or Executive Director (or designee).

14.5 UNSAFE OR HAZARDOUS WORKING CONDITIONS

MVSEC shall make good faith, reasonable efforts to insure that staff members are not required to work under unsafe, hazardous or unhealthy conditions or to perform tasks that endanger health, safety, or well-being. All questions arising under this section shall be resolved exclusively through the grievance procedure, except in cases where a condition presents an eminent danger of immediate physical harm.

1. Whenever practical, no Association Member shall be required to enter a building alone or to be left alone in a building.
2. Every effort will be made to protect employees in potentially volatile situations. MVSEC will not knowingly place staff in hazardous working conditions.
3. Policies and procedures will be in place to protect the safety and well-being of staff members.
4. Training in crisis prevention and physical management will be provided as needed to staff working in programs where students may require physical management or restraint.

14.6 MEDICAL PROCEDURES

If employees are not willing, employees shall not be required to dispense medication to pupils, except in emergency circumstances in the absence of an administrator or nurse. Employees shall not be required to perform any invasive medical procedures and/or any procedure requiring a medical degree or medical training.

14.7 BLOODBORNE PATHOGENS PROCEDURE

MVSEC has a bloodborne pathogens exposure control plan which identifies certain employees who are categorized as individuals who are eligible to be vaccinated against the Hepatitis B virus. Any employee who does not fall into one of the job categories permitting this precautionary vaccination may be placed on the list to be vaccinated by submitting a request in writing to the Director of Business and Human Resources.

Any employee who is not vaccinated (by choice) but is involved in an incident is immediately eligible for post exposure treatment. The cost of the treatment will be paid by

MVSEC. Any further involvement relative to an incident requiring further medical attention will be addressed through regular workman's compensation procedures.

14.8 DRUG AND ALCOHOL FREE WORKPLACE

It is the policy of the Board that the programs and services of MVSEC be drug and alcohol free workplaces so that all employees and the Board can perform their duties without endangering themselves, students, fellow employees or public, and advance the goal of a drug and alcohol free environment for students.

ARTICLE 15

STAFF DISCIPLINE

15.1 DISCIPLINE

Written reprimands, suspension without pay and dismissal from employment shall be for just cause for certified, tenured staff and non-certified staff. This provision shall not apply to dismissal or change in employment status, which occurs for non-disciplinary reasons, such as ~~because of~~ a reduction in the workforce; nor shall the provision apply to probationary employees. Verbal warnings shall be for cause. 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 Executive Director's step, where management and the Association so agree. Verbal warning and written reprimand are not subject to the grievance process.

A copy of any record of disciplinary action against an employee shall be placed in the employee's official personnel file. An employee will have the opportunity to reply in writing to all disciplinary notices within 10 days after receipt thereof, and all such written replies will be placed in the employee's personnel file. No discipline materials shall be made public except as required by law.

15.2 ADMINISTRATIVE ABSENCE WITH PAY

An employee may be placed on an administrative absence, at the Board's sole discretion, with pay, pending an investigation or determination concerning disciplinary action. Such investigation or determination shall be completed by MVSEC within five (5) school days of the suspension. If MVSEC's investigation discloses that no disciplinary action should be taken against the suspended employee, such employee shall be allowed to return to work.

15.3 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 scheduled or adjourned until when the Association representative is available. However, the meeting shall not be unreasonably delayed by their request. (Same as ARTICLE 5.4.)

15.4 DISCIPLINE/DISMISSAL—Certified Employees

Discharge, demotion, or other involuntary change in the employment status of a tenured educator shall be for just cause or for reasons as stated in the School Code. The Board reserves the right to issue notices to remedy, dismiss, and/or non-renew certified employees in accordance with the Illinois School Code. Nothing in this agreement is intended, nor should it be interpreted, as modifying or creating rights and/or remedies for certified employees subjected to notices to remedy, dismissals and/or non-renewals beyond those rights and/or remedies existing under the School Code.

ARTICLE 16

SENIORITY/ CONTINUING SERVICE

16.1 DEFINITION OF SENIORITY/CONTINUING SERVICE

16.1.1 General

Accumulation of seniority/continuing service shall begin from the employee's first working day. A paid holiday shall be counted as the first working day in applicable situations. In the event that more than one employee has the same starting date of work, position on the seniority/continuing service list shall be determined by the drawing of lots. ~~MVSEC shall post two (2) seniority lists pursuant to the requirements herein, one for certified staff and one for non-certified staff.~~

16.1.2 Certified Staff

Seniority shall be defined as the length of continuing ~~teaching~~ service at MVSEC and shall include, for those employees transferring from District 303 in the 2011-12 school year, all seniority credit earned while at District 303. Continuing service for purpose of tenure is not broken during Board approved leaves of absence; however, ~~an educator~~ a certified staff member taking an unpaid leave greater than 12 weeks shall not accrue seniority during such unpaid leave. The seniority of an employee who works in a part-time position shall be affected in direct proportion to the time worked. For example, employees working 0.5 FTE shall accrue one-half of the seniority as ~~an educator~~ a certified staff member working full-time for the year in question. Overall seniority shall be based on years of FTE service.

16.1.3 Non-Certified Staff

Seniority shall be defined as the length of continuing non-certificated service at MVSEC and shall include, for those employees transferring from District 303 in the 2011-12 school year, all seniority credit earned while at District 303. An employee taking an unpaid leave greater than 12 weeks shall not accrue seniority during such unpaid leave. Employees working 600 hours or more in a year shall accrue one year seniority. Employees working less than 600 hours in a year shall accrue one-half year seniority. Probationary employees shall not accrue seniority until the completion of their probationary period at which time their seniority shall revert to and be calculated from their first day of work.

16.2 MAINTAINING AND POSTING OF SENIORITY LISTS

The Board and/or its designee shall prepare, maintain, and post the seniority lists. MVSEC shall post two (2) a seniority lists pursuant to the requirements herein, one for certified staff and one for non-certified staff.

The initial non-certified seniority list shall be prepared, emailed to all non-certified staff and posted at the MVSEC Administration Office on or before February 1 of each year. It is the employee's responsibility to review the report and report any errors to the Human Resources Department on or before March 1st. If there are revisions, they will be prepared, emailed to all non-certified staff and posted at the MVSEC Administration Office as soon as practicable.

For certified staff, the cooperative, in consultation with the Association, will establish on an annual basis, an Honorable Dismissal List, categorized by positions and groups which will be distributed to the Association leadership at least 75 calendar days before the end of the school year. The cooperative will maintain an accurate seniority list as confirmed by all certified staff.

16.3 LOSS OF SENIORITY/CONTINUING SERVICE

Loss of seniority/continuing service may occur for one or more of the following reasons:

1. Resignation
2. Dismissal for Cause
3. Retirement
4. Being on layoff for a period of time equal to seniority at the time of layoff or for one (1) year, whichever is greater.
5. 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

VACANCIES/TRANSFERS

17.1 VACANCIES

For purposes of this Article, a vacancy is defined as any position which has been newly created or which becomes available because the employee holding that position has left the employment of MVSEC or has left the bargaining unit. The Board reserves its right to determine whether a vacancy exists that requires filling. MVSEC's decision to select a particular candidate to fill a new or vacant position is not subject to the grievance procedure provided that, in making such decision, MVSEC adhered to the procedural requirements set forth in this Article 17.

17.2 NOTIFICATION OF VACANCIES

In the event a vacancy should arise, MVSEC shall post a notice on the MVSEC website and inform staff through electronic communication. The notice shall include the job title, whether ten (10) or twelve (12) months, the number of hours to be worked, date of posting, and term of the position and the location, if known. Current, qualified employees shall submit to the Director of Business and Human Resources or his/her designee their desire to apply for such vacancy within five (5) working days of said notice being posted via written or email communication. ~~Current employees shall be given first consideration over applicants from outside MVSEC.~~ Length of continuing service with MVSEC shall not be considered as a factor unless all other factors are determined by MVSEC to be equal. Where ~~qualifications~~ all other factors are determined by MVSEC to be equal, the employee with the ~~greatest seniority~~ longest continuing service shall be awarded the position.

17.3 EXTENDED SCHOOL YEAR AND EVENING SCHOOL NOTIFICATION

MVSEC Administration shall post on the MVSEC website a listing of available extended school year and/or evening school positions. Such posting shall be made prior to the appointment of an individual to the position in relation to which the positing is made.

~~In cases where two or more applicants possess relatively equal qualifications to meet the requirements of extended school year or evening school positions, as determined by the Executive Director or his/her designee, preference normally will be given to applicants who currently are employed by MVSEC during the regular school term and/or if the applicant has previously held an extended school year or evening school position.~~ Length of continuing service with MVSEC shall not be considered as a factor unless all other factors are determined by MVSEC to be equal. Where all other factors are determined by

MVSEC to be equal, the employee with the longest ~~greatest seniority~~ length of continuing service shall be awarded the position.

17.4 JOB DESCRIPTIONS

A written job description for a newly created or modified position will be given to the Association President as soon as is practicable after the position is changed or known, but no later than 30 days after such a position is filled or changed.

17.5 NEW PROGRAM STAFFING

In the event of initial staffing of a new program, the administration shall have the sole discretion to staff it with a combination of voluntary transfers, ~~and second,~~ involuntary transfers and/or new hires.

The following sections pertain to Certified Staff:

17.6 VOLUNTARY TRANSFER—Certified Staff

By March 1, any certified employee who is interested in a transfer for the upcoming school year should notify the MVSEC Human Resources Department of their intent. Notice of any vacancies (as defined above) shall be sent electronically to each certified staff member who requests such information. ~~, prior to solicitation of applicants from outside MVSEC.~~ The notice shall identify the position by grade level(s) or program, and the location (by building). In the event the location is not yet determined, there shall be no requirement for the location. Such notice shall be posted as soon as practicable after the MVSEC Administration has knowledge of the vacancy. ~~and shall be posted prior to any solicitation of applicants from outside MVSEC for the position.~~

~~Any certified staff member with contractual continued service status may file a request to fill a posted vacancy and such requests shall be given consideration before any final decision is made to fill the vacancy with an applicant from outside of MVSEC; provided that, to be considered, the request must be received in writing by the Director of Business and Human Resources within five (5) school days of the date the notice is posted.~~

~~When the qualifications of two or more applicants for voluntary transfer to a position are judged to be relatively equal by the Administration, seniority shall be considered. Length of continuing service with MVSEC shall not be considered as a factor unless all other factors are determined by MVSEC to be equal. Where all other factors are determined by MVSEC to be equal, the employee with the ~~greatest seniority~~ longest continued service shall be awarded the position.~~

A certified staff member who requests transfer to a particular position must accept the position if it is offered. Such transfers will be made effective at the start of the next school year. Notice of final action will be given to all applicants for the position. A vacancy resulting from selection of a current staff member to fill a posted vacancy will be subject to

this section unless fewer than ten (10) school days remain between the date of such selection and the end of the school term.

17.7 INVOLUNTARY TRANSFER--Certified Staff

The Board acknowledges that it is most desirable to have staff members in positions for which they are legally qualified and in programs and/or locations at which they choose to work. The Association acknowledges that it is not always possible to accommodate the desires of all certified staff regarding professional assignments, for a variety of reasons.

Except in cases where an unexpected vacancy occurs during a school year, or a staffing contingency arises due to enrollment changes, or there are rare and extenuating circumstances, certified staff shall be given no less than thirty (30) days notice of any involuntary transfer. Involuntary transfers shall not be made arbitrarily or capriciously.

17.8 OTHER INVOLUNTARY TRANSFER GUIDELINES—Certified Staff

1. An attempt will be made not to involuntarily transfer certified staff member when another staff member has a valid request on file to make a voluntary transfer to that position.
2. When the administration notifies a staff member of any involuntary transfer, the staff member shall be released immediately from his/her contract if he/she so requests in writing.
3. For the next two (2) full academic years, any certified staff member who has been involuntarily transferred **and who applies for a vacancy shall be given ~~will~~ receive** priority consideration for a voluntary transfer, **if MVSEC deems all other factors to be equal**. The final decision shall remain with the administration.

The following sections pertain to Non-Certified Staff:

17.9 POSITION CHANGE—Non-Certified Staff

Non-certified members of the Association who apply for and are awarded a different position will be subject to a 60-day trial period. During this trial period, the member will continue to receive all benefits to which they are entitled. If it becomes evident during the 60-day trial period that a member is unsuccessful in the new position and has been offered documented remediation by the supervisor and no other appropriate position is available for the member to move to, separation from MVSEC may occur without access to the grievance procedure.

17.10 TRANSFER TO ANOTHER JOB CLASSIFICATION—Non-Certified Staff

Any non-certified employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the Board may be temporarily

assigned to other available work for which he/she is qualified provided the employee presents a physician's report releasing them to perform this other work. A physician's release is required in order to be eligible to return to the previous assignment.

17.11 INVOLUNTARY REASSIGNMENT—Non-Certified Staff

If a change in an employee's assignment is necessary after the start of the school year, the affected employee will have preferential rights to transfer back to an available position in the building or program from which he/she was involuntarily displaced for 12 months from the effective date of the transfer/reassignment, if such a reassignment can be effected without a negative impact on programs or services. The employee will be offered the opportunity of a conference to discuss this change. No change in employee assignments will be made arbitrarily.

No employee shall experience a loss in work hours, pay or benefits as a result of an involuntary reassignment for the remainder of the school term in which the reassignment occurred. If the employee is offered a position in the same classification that restores her/his original hours but he/she does not accept it, the employee's work hours, pay and benefits will be adjusted accordingly. For the next school term, the employee may displace the least senior employee with the number of hours the reassigned employee had prior to the reassignment, within the same job classification.

ARTICLE 18

REDUCTION IN FORCE-STAFF REDUCTION

18.1 REDUCTION IN FORCE-DEFINITION

~~Reductions in force (RIF) for certified and non-certified staff shall be in accordance with the applicable provisions of the Illinois School Code, except that the following shall also apply to those employees transferring from St. Charles School District 303 ("St. Charles") to MVSEC at or on June 17th or after for the beginning of the 2011-12 school year and shall not diminish any recall rights to MVSEC (the "Transferring Employees"):~~

Staff reduction is the removal or dismissal resulting from a decision of the Board to decrease the number of educators (certified and non-certified) employed by the Board or discontinuance of some particular type of education service or changes in enrollment. Such removals or dismissals are honorable, not due to discipline or performance, and will be accomplished in accordance with Section 24-12 and including other applicable provisions of the Illinois School Code.

18.2 REDUCTION IN FORCE Certified Staff PROCEDURE

In the event that staff may be dismissed or reduced in employment, due to the above, representatives of the Association shall be invited to meet with representatives of the Administration and/or the Board to discuss any alternatives which the Association may propose prior to final Board action.

In the event a position becomes vacant within the time set forth in the Illinois School Code for recall of an honorably dismissed staff member, the recall will be conducted according to the requirements of the Illinois School Code.

Each staff member who is reduced in force shall maintain a current address on file with the Administration. If such a staff member is recalled for work, a registered or certified letter (return receipt requested) will be sent to the current address on file. A staff member's failure, for any reason, to give notice to the Administration of acceptance of recall within five (5) days of the receipt of the recall notice, or within ten (10) days of the date of mailing, the recall notice (if the notice is not receipted after delivery is attempted by the United States Postal Service) shall constitute a resignation by the staff member and a waiver of all recall rights.

~~Notwithstanding anything in the collective bargaining agreement to the contrary, the Transferring Employees will retain seniority status in St. Charles for both the 2011-2012 and 2012-2013 school years. St. Charles will maintain a seniority list for the Transferring Employees for the 2011-2012 and 2012-2013 school years.~~

~~As a consequence, if at the end of either the 2011-2012 or 2012-2013 school year, a tenured Transferring Employee is honorably dismissed by MVSEC and has not been previously recalled by MVSEC, the Transferring Employee shall be entitled to be recalled into any position at St. Charles for which they are qualified and have the greatest seniority prior to the start of the 2013-2014 school year. Such Transferring Employees shall be considered qualified based on qualifications and certifications at the time of the original RIF from St. Charles during the 2010-2011 school year.~~

~~Such extended right to be recalled into St. Charles provided to the Transferring Employees is in addition to the recall rights provided in Section 24-12 of the Illinois *School Code* as a result of their honorable dismissals from MVSEC.~~

~~18.3—REDUCTION IN FORCE--Non-Certified Staff~~

~~Notwithstanding anything in the collective bargaining agreement to the contrary, the Transferring Employees will retain their existing seniority status in St. Charles for both the 2011-2012 and 2012-2013 school years. St. Charles will maintain the Transferring Employees on the SCESP seniority list for the 2011-2012 and 2012-2013 school years.~~

~~As a consequence of the Transferring Employees' retention of seniority in St. Charles:~~

- ~~1. If at the end of the 2011-2012 school year a Transferring Employee is honorably dismissed by MVSEC and has not been subsequently recalled by MVSEC, such Transferring Employee shall be entitled to be recalled into:~~
 - ~~a. any non-certified position within the SCESP bargaining unit at St. Charles for which they are qualified and have the greatest seniority prior to the start of the 2012-2013 school year;~~
 - ~~b. any non-certified position within the SCESP bargaining unit at St. Charles for which they are qualified and have the greatest seniority that becomes vacant during the 2012-2013 school year; or~~
 - ~~c. any non-certified position within the SCESP bargaining unit at St. Charles for which they are qualified and have the greatest seniority between the end of the 2012-2013 school year and the start of the 2013-2014 school year.~~
- ~~2. If during the 2012-2013 school year, a Transferring Employee is honorably dismissed by MVSEC and has not been subsequently recalled by MVSEC, such Transferring Employee shall be entitled to be recalled into:~~
 - ~~a. any non-certified position within the SCESP bargaining unit at St. Charles for which they are qualified and have the greatest seniority that becomes vacant during the 2012-2013 school year; or~~

~~b. any non-certified position within the SCESP bargaining unit at St. Charles for which they are qualified and have the greatest seniority between the end of the 2012-2013 school year and the start of the 2013-2014 school year.~~

~~3. If at the end of the 2012-2013 school year a Transferring Employee is honorably dismissed by MVSEC and has not been subsequently recalled by MVSEC, such Transferring Employee shall be entitled to be recalled into:~~

~~a. any non-certified position within the SCESP bargaining unit at St. Charles for which they are qualified and have the greatest seniority prior to the start of the 2013-2014 school year.~~

~~Such extended right to be recalled into St. Charles provided to the Transferring Employees is in addition to the recall rights provided in Section 10-23.5 the *Illinois School Code* as a result of their honorable dismissal from MVSEC. Such Transferring Employee shall be considered qualified based on qualifications and certifications at the time of the original RIF from St. Charles during the 2010-2011 school year.~~

ARTICLE 19

BENEFITS AND RELATED PROVISIONS

19.1 ELIGIBILITY GUIDELINES

The following fringe benefits shall be available to Association Members meeting the eligibility guidelines. To be eligible for insurance benefits, certified staff must be at least .75 FTE and non-certified staff must work at least 30 hours per week.

19.2 LIFE INSURANCE

A \$25,000 term life insurance policy shall be provided for all Association Members meeting the eligibility guidelines as defined by the insurance policy in effect within MVSEC. Beyond age 65, the policy amendments as approved shall determine the benefit 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.

19.3 MEDICAL INSURANCE

The Board shall contribute approximately 90% of the cost of Employee coverage and approximately 80% of the cost of the dependent coverage (effectively, approximately 85% of the total cost) of the hospitalization and major medical group insurance in effect within MVSEC for all Association Members meeting the eligibility guidelines of said insurance policy. 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 shall include benefits for vision.

Employees employed more than thirty (30) hours weekly during the school year have insurance coverage until August 31. Coverage for any eligible non-certified 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, subject to the provisions of the plan. 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.

For spouses both employed by MVSEC, 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.

19.4 DENTAL INSURANCE

The Board shall contribute \$6.00 per month toward the individual coverage for each employee meeting eligibility guidelines under a dental program; any premium for individual coverage above this amount and all dependent coverage cost will be borne by the Association Member. Initial eligibility date of new employees is the first day of the month following the completion of one (1) month of continuous active service.

19.5 FLEXIBLE SPENDING

MVSEC offers a Section 125 insurance contribution sheltering plan. Any employee desiring to participate in such a plan must notify MVSEC in writing by November 15 of the year prior to participation. Such election shall continue until revoked by the employee.

MVSEC 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. To participate, employees must make an annual election and designation in writing, prior to the first day of the plan year, pursuant to the terms and conditions of the plan. The plan document is available on the Mid-Valley website.

~~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 year 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, up to a maximum of the employee's share of the premium unless otherwise provided by law.~~
- ~~_____ 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, up to a maximum of \$2,500 unless otherwise provided by law.~~
- ~~_____ c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code, up to a maximum of \$5,000 unless otherwise provided by law.~~

~~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.~~

19.6 INSURANCE COMMITTEE

An insurance committee composed of the MVSEA, 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 the Executive Director.

19.7 MILEAGE

Mileage will be paid at the rate allowable by the Internal Revenue Service on July 1 for the remainder of the fiscal year. The fiscal year is July 1 through June 30.

The following sections pertain to Certified Staff:

19.8 INDIVIDUAL ANNUITY ACCOUNT—Certified Staff

MVSEC shall establish an individual annuity account for each qualified certified staff member of the bargaining unit. To qualify to participate in this account, the staff member must:

1. have been employed in a full-time position by MVSEC/District 303 for at least 15 years, and
2. have been at the top step of the BA + 24, MA + 45, MA + 60 or PhD/EDD in the salary schedule for more than one year.

Once a certified staff member has qualified for this account, the staff member must give written notice to the Director of Business and Human Resources between June 1 and August 1 of the school year that he/she wishes to establish an account. The staff member must contribute one percent (1%) of annual salary towards this account during the school year. MVSEC shall match the staff member's contribution with an amount equal to the staff member's contribution. The funds in the account will not be added to the salary schedule. Upon retirement, the individual may withdraw the funds in the account.

Notification should include the specific annuity account. After the initial notification, the annuity deduction will automatically continue on an annual basis. In order to discontinue the annuity deduction, the staff member must notify the Business Office between June 1 and August 1. For payroll purposes, the deduction will be divided equally over the 24 pay periods.

ARTICLE 20

COMPENSATION

20.1 PAYROLL DEDUCTIONS

MVSEC may deduct from staff members' paychecks, upon request, designated sums for the following purposes:

- a. Credit Union
- b. Sheltered Annuities
- c. Charity (United Fund)

Staff members seeking the benefit of this convenience shall comply with Board MVSEC policy regarding authorization, indemnity, and irrevocation. The items mentioned herein are not limiting of items for which checkoff authorization may be allowed. Monies deducted from the educators' paychecks shall be forwarded to the appropriate body within three (3) work days.

20.2 PAYMENT OF SALARY

MVSEC will upon receipt of a notice from the educator by March 1, pay in full the balance of that staff member's salary owed for the remainder of the school term on the first paycheck in July of each year. MVSEC will make the appropriate deductions and give an explanation of such deductions.

20.3 DISTRIBUTION OF PAYCHECKS

- A. Paychecks will be distributed on the 15th and 30th of each month, ~~with the exception of the second check in June which will be paid on the first business office workday in July.~~ If other scheduled paydays fall on a weekend or holiday, payday will be the prior business office workday.
- B. Non-certified employees will be able to elect pay over a 12 month period.
- C. The first paycheck for certified staff will be issued on August 30 and the first paycheck for non-certified staff will be September 15

Educators who sign a contract after August 15 will receive 23 paychecks beginning on September 15.

The following sections pertain to Certified Staff:

20.4 SALARIES—Certified Staff

The 2013-14, 2014-15, 2015-16 salary schedules are shown in Appendix A.

In 2013-14, 2014-15 and 2015-16, certified staff members who were at Step 20 the previous school year will receive half step increases on the base salary from their previous year's salary. The previous salary is defined as the salary from the salary schedule, plus any longevity stipend paid.

Certified staff assignments outside of the regular school term of one hundred ninety (190) days but related to the regular term (excluding summer school and special projects which are separately budgeted) will be compensated on a per diem basis at the rate of 1/190 the educator's contractual salary, based upon an eight (8) hour work day.

To be eligible for a year of experience credit in relation to the salary guide certified staff member must have worked ninety (90) or more days during that year.

The Board will pay 8% of the TRS contribution. The employee is responsible for the remainder.

20.5 DIFFERENTIALS, STIPENDS AND EXTRA PAY—Certified Staff

The schedule of differentials stipends and extra-duty pay are shown in Appendix B.

Annually, the Executive Director will issue a Request for Proposals for Student/Staff Activities that are beyond the scope of the contracted work day. Staff members will submit proposals describing the activities, anticipated levels of student participation, and the number of staff hours to conduct the activity by March 1 for the following school term. When approved, the staff member(s) will be awarded a stipend for the activity with an agreed number of hours. The stipend shall be determined by mutual agreement between MVSEC and the Association. (Appendix B)

20.6 INTERNAL SUBSTITUTES—Certified Staff

Any certified staff member who is directed by his/her immediate supervisor to use his/her plan time for substituting or additional duties, he/she will be paid hourly per diem upon submission of timesheet approved by their supervisor.

20.7 COMPENSATION FOR PROFESSIONAL GROWTH—Certified Staff

1. Application and Transcript Deadline.
 - a. Applications for academic credit must be submitted within sixty (60) days of completion of the course.

- b. Official transcripts or university/college grade reports (provided that the grade report indicates that the staff member earned graduate credit for the course) reflecting additional academic credits are due by November 15 and March 15. Salary adjustments will be reflected on the December and April checks and credit shall be retroactive to the start of the semester in which the evidence of academic credits is first presented.

2. Credit Approval. The Executive Director or his designee shall make the decision regarding salary schedule credit for non-academic work, undergraduate courses, MVSEC staff development training, and professional organization staff development training. In each instance, MVSEC policy of graduate credit hours will be used as a minimum guideline for any credit approved.

3. Professional Growth Committee Recommendations. Questions arising in connection with professional growth under this section may be appealed to an ad hoc committee composed of ~~four (4)~~ three (3) members appointed by the Association and three (3) members appointed by the administration. The Committee shall, after reviewing the matter, make a recommendation to the Executive Director in relation to the appropriate disposition. The committee may consider requests for professional growth credit based on non-academic work in the area of the staff member's assignment. The committee may make recommendations to the Executive Director in regard to approval of academic credit for salary purposes.

4. National Board Certification. For those staff members who have earned the ~~In the event an educator earns the~~ National Board Certification after the completion of an approved master's degree, the educator shall be maintained at the advanced to the Ph.D./Ed.D. salary schedule lane for the duration of the National Board Certification, which must be renewed in order to maintain the benefit. For those staff members who earn national certification, after review, they will be eligible for a one-time stipend of \$2,500. If the certification is renewed, they will be eligible for a one-time stipend of \$1,000.

20.8 MENTOR PROGRAM—Certified Staff

Newly hired ~~employees~~ certified staff members shall participate in the MVSEC Mentor Program. Compensation shall be paid to participants at the rate agreed to between the Association and the Board. (Appendix C)

20.9 WITHHOLDING OF SALARY INCREMENTS—Certified Staff

While the adoption of a salary schedule shall not serve to lower the basic salary of any staff member, neither does it imply an automatic increase to all tenured members of the staff. An increase may be withheld when the professional contribution of a staff member is unsatisfactory. To withhold an increase shall be interpreted as freezing the educator at

his/her previous year's salary. To withhold an increase, however, the staff member in question must have been given notice in writing prior to January 15 that a salary freeze for said staff member is a possibility. A final notice of the freeze shall be given by May 1 of the school year preceding the freeze. The reasons for such action should be written after consultation with the staff member involved. Staff members frozen on the salary schedule for reasons of unsatisfactory performance shall be advanced only one step in the salary schedule upon showing evidence of satisfactory performance. At the discretion of the Executive Director, the staff member who has been "frozen" and then demonstrates exemplary performance may be advanced two years on the salary schedule.

20.10 SALARIES IN EXCESS OF THE GUIDE—Certified Staff

The salaries set forth in the salary guide are minimum salaries. The guide does not imply a limitation on the right of MVSEC to pay salaries in excess of the amount stated thereon in recognition of:

1. Exceptional professional effort in aid of MVSEC's program of education;
2. Critical or unique skills required by MVSEC; or
3. Exceptional contributions to the field of education generally (e.g., research and publication), authorized in advance by MVSEC, which enhance MVSEC's reputation as an educational enterprise.

Consideration for special salary recognition as contemplated by this section may be given at the inception of the staff member, the building principal, or the administration. Ultimate authority to approve or reject requests for special salary consideration shall rest with the Executive Director and the Board, and such action shall be final. New certified employees may receive credit for each year of comparable work experienced outside MVSEC to a maximum of seven (7) with placement on Step 8 of the salary schedule. Exceptions may be granted (and higher beginning salaries set) with association agreement.

Formal notification of approvals for special salary consideration, including the name of the recipient, the amount of the salary, and the reasons therefore, shall be given to the Association President, so that appropriate recognition may be given. Any special salary consideration which has been implemented prior to July 1, 1973, shall not be subject to Association notice without the approval of the staff member in relation to whom such consideration has been given.

The following sections pertain to Non-Certified Staff:

20.11 COMPENSATION—Non-Certified Staff

20.11.1 Salary Schedules

Salary ~~schedules~~ placement guide for 2013-14, 2014-15, and 2015-16 are in Appendix D.

20.11.2 Longevity

Employees must be hired prior to November 1 to receive credit for longevity for that fiscal year.

(Starting) 4th year through 5th year	\$.20
(Starting) 6th year through 9 years	\$.25
(Starting) 10th year through 13 years	\$.35
(Starting) 14th year through 19 years	\$.40
(Starting) 20 + years	\$.50

20.11.3 Seniority

Automatic ~~step~~ increase for each year of additional experience unless frozen for performance reasons (which may be challenged through grievance procedures).

In order to achieve a ~~step-up~~ an increase on the salary schedule an Association Member must be employed prior to January 1 preceding the July 1 effective date.

20.12 ~~STEP MOVEMENT~~ YEARLY INCREASES—Non-Certified Staff

New employees may receive credit for each year of comparable work experienced outside MVSEC to a maximum of three (3) with placement on Step 4 of the salary ~~schedule~~ placement guide. Exceptions may be granted (and higher beginning salaries set) with association agreement.

20.13 ADDITIONAL COMPENSATION TO IDENTIFIED TEACHER'S ASSISTANTS—Non-Certified Staff

A \$.50/hour additional compensation to all teacher assistants whose assignment requires them to work directly with all students with complex special education needs.

- ~~1. Students with identified behavioral challenges in self-contained classrooms,~~
~~or~~
- ~~2. Students with significant disabilities who may require diapering or other invasive care.~~

20.14 EXTRA-DUTY COMPENSATION—Non-Certified Staff

If additional hours to an employee's contract are needed, extra duty compensation will be paid at the regular hourly rate up to 40 hours. Any hours over 40 is overtime and will be paid at the overtime rate of 1-1/2 times the hourly rate.

20.15 SUBSTITUTES AND COMPENSATION—Non-Certified Staff

1. MVSEC may use at its discretion substitutes for an absence of a regular Association Member.
2. Should a certified teacher assistant be asked to fulfill the position of ~~another~~ a certified teacher, ~~they~~ the teaching assistant shall be compensated at the substitute's rate of pay or their regular pay whichever is higher plus \$15.00 per hour.
3. ~~If in emergency situations any teacher assistant is asked to fulfill the position of a certified teacher in addition to their current position that teacher assistant will be paid their regular salary plus additional compensation at the rate of \$15.00 per hour.~~
4. ~~If one (1) or more teacher assistant(s) is/are absent in a classroom with students present, any remaining teacher assistant who assumes the absent teaching assistant's duties working in that room will be paid at their regular salary plus additional compensation at the rate of \$15.00 per hour.~~

ARTICLE 21

CONTINUITY OF OPERATIONS

21.1 PROHIBITED ACTIVITY

During the term of this Agreement, the Association agrees on behalf of the bargaining unit members that neither it nor they will instigate, encourage, support or participate in any strike, slowdown, picketing of school premises or concerted withholding of service of any kind directed against MVSEC and that the procedures provided by this Agreement, by the courts and by state and federal agencies will be the sole means of seeking resolution of any dispute with MVSEC. MVSEC agrees that it will not lock out the bargaining unit members during the term of this Agreement; provided that, a reduction in the number of employees, the non-renewal of any employee, or dismissal of any employee for cause, shall not be considered to be a lockout.

21.2 REMEDY FOR VIOLATIONS

Any employee who engages in the prohibited activity referred to in the preceding Section shall be subject to immediate dismissal. The Association shall be subject to the liabilities imposed by law if it engages in any activity prohibited by this section. The Association reserves the right to demand arbitration concerning the dismissal of an employee for violating this Section, provided that the only issue to be decided by the arbitrator shall be whether or not the employee engaged in the prohibited activity.

ARTICLE 22

CONTRACT DURATION, EFFECT AND LEGALITY

22.1 CONTRACT DURATION

This agreement shall be in effect on July 1, 2013, 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, 2016 unless:

1. modified by written mutual agreement of the parties; or
2. either party gives written notice by certified mail of its desire to terminate this agreement at least sixty (60) days prior to the expiration date set forth above in which case the agreement shall be terminated upon said date.

22.2 EFFECT OF AGREEMENT

The parties agree that the terms set forth in this agreement represent their full and complete understanding on the matters covered herein which terms may not be altered or ignored without the mutual consent of both parties in writing. MVSEC, the Association, and all bargaining unit members are bound by the terms of this Agreement.

22.3 ILLEGALITY

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause shall be automatically deleted from this Agreement to the extent that it violated the law, but remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause. Within ten (10) days of a determination of illegality, provided that no appeals of said determination are pending, the parties shall meet to renegotiate the terms and conditions declared illegal. In the event an appeal is pending, the provision at issue shall remain in full force and effect unless the parties agree otherwise, or the court otherwise orders.

Appendix B

DIFFERENTIAL ACTIVITIES

Student Council

Yearbook

Alternative School Coaching

Special interests/clubs

After-school social events

Viking Pals

Newspaper

Fall Play

Winter Play

Illinois Special Olympics Coordinator

Appendix C : Extra-Duty, Stipends, Differentials (All to be negotiated.)

Pay Rate	2011-2013	Explanation of Rate
Book Study	\$100.00	Total (plus book)
Curriculum Writing	\$37.00	Hourly
Alternative School Athletics	\$22.00	Hourly
In-District Course Taught (paid for hours classes meet)	\$73.00	Hourly
Mentor (Certified)	28.00	Hourly
Mentee (Certified)?	28.00	Hourly
Operational Work (Certified)	\$28.00	Hourly
Certified staff working through planning period	\$28.00	Hourly
Stipend in Lieu of Salary Schedule Credit (Certified)	\$81.00	Total
Summer Certified Staff	\$42.00	Hourly
Summer Non-Certified Staff	\$17.20	Hourly
Teaching or tutoring in other non-contract programs outside the school day (Homebound)	\$42.00	Hourly
Workshops	\$14.00	Hourly
Hourly Differential--Certified	\$30.00	Hourly
Hourly Differential—Non-certified	15.00	Hourly

**All rates are effective with the first work day (Teacher Institute) of the school year*

*** All rates include TRS*

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