

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE BOARD OF DIRECTORS OF  
VERMILION ASSOCIATION  
FOR SPECIAL EDUCATION**

**AND**

**VASE EDUCATION ASSOCIATION  
IEA/NEA**

**2021-2023**



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**VASE Agreement**

**VASE Education Association**

**and**

**VASE Board of Directors**

**2021-2023**

Preamble

**This Agreement is made and entered into by and between the Board of Directors of Vermilion Association for Special Education, Vermilion County, Illinois, hereinafter called the “Board” and the VASE Education Association, IEA/NEA, hereinafter called the “Association”.**

**ARTICLE I**  
**RECOGNITION AND PURPOSE**

- 1.1 **Recognition.** The Board hereby recognizes the Association as the sole and exclusive Bargaining Agent for the VASE personnel set forth in the Certification issued by the Illinois Educational Labor Relations Board in Case No. 84-RC-0177-S.

The Bargaining Unit shall include all regularly employed full and part-time certified and non-certified, non-supervisory, non-managerial and/or non-confidential employees, hereinafter called "employees," excluding such management personnel that may include Director, Assistant Director, Bookkeeper, Supervisors, Technology Coordinator and/or Principal.

- 1.2 **Purpose.** The recognition of the Association is for the purpose of Collective Bargaining with respect to wages, hours and conditions of employment as set forth in the Agreement and to jointly fulfill the professional objective of providing the best possible education for the pupils of Vermilion County through the Vermilion Association for Special Education, which is a Cooperative consisting of the Participating Districts within Vermilion County, Illinois.

- 1.3 **Definitions.**

A "certified employee" means any individual whose position requires the employee to hold a Professional Educator License issued in accordance with Article 21 of The School Code.

A "licensed employee" means any individual whose position requires professional licensure from the Division of Professional Regulation of the Department of Financial and Professional Regulation, including audiologists, physical therapists, occupational therapists, COTAs and PTAs.

A "non-certified employee" includes all other educational support personnel employed by the Board.

## **ARTICLE II**

### **MANAGEMENT/ASSOCIATION RIGHTS**

- 2.1 **Provisions.** The Board retains all power, rights, authority, duties and responsibilities conferred upon and vested in it by Federal and State of Illinois laws except only as modified by this Agreement. Such rights shall include, but not necessarily be restricted to the following:
- A. The right to manage the educational affairs of VASE, including its physical facilities, and to direct the work of its employees, including the right to hire, discipline, dismiss, promote and assign or transfer employees subject to the conditions set forth herein and any applicable law.
  - B. The right to establish policies, goals and objectives, to determine staff assignments, and the organizational structure necessary in order to maintain efficiency of the educational operation of VASE.
  - C. To establish an overall budget and financial controls, determine the methods of raising revenue.
- 2.2 **Implementation of Rules & Policies.** The Board will implement its rules and policies in a fair, impartial, and consistent manner with respect to all employees.
- 2.3 **Copies of Board Minutes.** The Board shall provide one copy of the unofficial minutes of each Board Meeting and a copy of the agenda at the same time the minutes and agenda are distributed to the Board members to the Association President and one copy to be posted on the VASE website.
- 2.4 **Use of the Building.** The Association will be permitted to use the VASE office, at reasonable times, for normal Association business upon written application to the VASE Director, setting forth the purpose of the intended use.
- 2.5 **Bulletin Board.** The Association shall have the right to use employee mail boxes, designated bulletin board space, and office equipment for distribution, posting, and preparation of routine Association business; provided that the Association reimburses the Board for any additional cost of materials.
- 2.6 **Work Stoppage.** If the certified employees in any participating school district are engaged in a legal work stoppage against the Participating District, no employee shall be required to perform duties in that district during the work stoppage, but shall be assigned elsewhere within VASE.
- 2.7 **Educational Services.** The Board shall ensure to the extent feasible, as determined by the Board, that a full range of educational services is provided, as the special education needs of the Participating Districts dictate, which is consistent with the rules and regulations to govern the Administration and Operation of Special Education.
- 2.8 **Board Meetings.** The Association President or other representative shall have the right to attend Board meetings. Said employee will suffer no loss of pay or benefits for attending such meetings that may be held during the Representative's working hours.
- Any other Association member who wishes to attend a Board meeting shall be allowed to attend but must notify the Director in writing 5 work days prior to the day of the meeting. Said employee will suffer no loss of pay or benefits for attending such meetings that may be held during said employee's working hours.
- Should a large number of Association members wish to attend a Board meeting, the Board shall have the right to move the meeting to a time outside said employees' work day to allow for attendance at the meeting.
- 2.9 **Employment.** The Board shall endeavor to employ certified and qualified full-time employees for full-time positions before the hiring of part-time employees.



## 2.10 **Posting and Hiring Procedures.**

- A. Board approved vacancies, within the unit, shall be filled in an appropriate professional manner and on as timely a basis as is practicable.
- B. Notice of all vacancies shall be posted on the VASE website. The notice shall be dated and made available to all employees prior to, but no later than, it is posted outside of VASE.
- C. The Director will provide the Association President notice that additional positions are being created for existing job descriptions prior to the posting for such positions.
- D. However, when a position is being created for which no job description exists, the Director will provide the Association President for Association Executive Board review with a job description, to include minimum required credentials. The salary and benefits for said positions shall be negotiated between the Association Executive Board and the Director for recommendation to the Board, prior to the formal Board approval for such a position.
- E. Once a successful candidate for a position has been selected and prior to approval by the Board, the Association will be provided in a timely manner in writing, the following information for each new employee hired:
  - Name,
  - Position,
  - Summary of Academic Credentials and/or Work Experience,
  - Salary Schedule Placement, and
  - Any additional compensation.
- F. To insure agreement concerning salary schedule placement, the Director will consult with the Association President or designee for Association Executive Board review prior to offering a candidate a position when a deviation from a standard placement on the salary schedule is being considered due to work experience outside the school setting, and/or exceptional situations regarding academic credit. (See Section 9.6).

To expedite the hiring process and thereby ensure that the Board can make an effective and timely job offer, the Executive Board of the Association or its designee, will review and respond to the issue within two business days of the notification of the recommended candidate and the question of placement on the salary schedule. At no time during this process is it necessary to divulge the name of the candidate under question. If the name of the candidate inadvertently becomes known, no member reviewing the credentials may release the name.

**2.11 Association Dues Deduction.** The Board shall honor employees' dues authorizations and shall make such deductions in equal installments as certified by the Association for union dues, assessments, or fees. Dues authorizations and revocations are processed by the Union. All dues deducted shall be remitted to the assigned representative of the Association no later than ten (10) calendar days after such deductions are made.

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

**ARTICLE III**  
**NEGOTIATION PROCEDURES AND CHANGE OR MODIFICATION**  
**OF THIS AGREEMENT**

- 3.1 **Notice.** Either party desiring to negotiate a successor contract to this Agreement shall give the other party written notice at its principal office of such interest no sooner than February 1 of the final year of this Agreement.
- 3.2 **Renegotiation of Agreement.** In the event of renegotiation of this Agreement, such negotiations shall begin no later than sixty (60) days after receipt of the above Notice.
- 3.3 **Negotiators.** Each party shall be responsible for selecting its own negotiators; provided, however, that neither party shall have more than five (5) members on the negotiating team.
- 3.4 **Tentative Agreements.** It is mutually understood and agreed that the negotiating team of each party shall have the necessary power and authority to make and consider proposals, counter-proposals, and to reach tentative agreements during the course of negotiations, it being understood that both parties must obtain consent of their principles prior to ratification of the Agreement.
- 3.5 **Negotiations.** It is mutually understood and agreed that all negotiations shall be conducted and entered into with good faith and in accordance with the provisions of the Illinois Educational Labor Relations Act.
- 3.6 **Negotiation Sessions.** Negotiation session shall be closed to the public in conformance with the laws of the State of Illinois.
- 3.7 **Mediation.** It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if/when either party desires the services of a mediator.
- 3.8 **Distribution.** Upon execution of this Agreement, the Association shall have the Agreement, typed, proofed by both parties, printed, collated, and distributed within thirty (30) days after ratification by both parties with the cost of materials to be paid by the Board.

**ARTICLE IV**  
**CONDITIONS OF EMPLOYMENT**

4.1 **Employee Work Year.** The Board shall establish for each school year a School Calendar for employees. The contractual work year per assignment is as follows:

A. **Certified.**

1. **Classroom Teachers**

- Middle Fork Teacher 180 days
- Regional Safe Schools Program (RSSP) Teacher 180 days

2. **Educational Specialists**

- Educational Diagnostician 190 days\*
- Itinerant Specialty Teacher 180 days
- School Psychologist 190 days\*
- School Social Worker/Guidance Counselor 190 days\*
- Speech/Language Pathologist 190 days\*
- Vocational Coordinator/Transition Specialist 190 days\*

B. **Licensed.**

1. **Educational Specialists**

- Occupational Therapist 180 days
- Audiologist 100 days
- Physical Therapist 90 days

2. **Specialty Support Staff**

- Certified Occupational Therapist Assistant (COTA) 180 days
- Physical Therapist Assistant (PTA) 180 days

C. **Non-Certified.**

1. **Classroom Support Staff**

- Classroom Paraprofessional 180 days
- Job Coach 190 days

2. **Non-Certified Support Staff**

- Custodian 205 days
- Technical Assistant (Middle Fork/RSSP, Records, EC/Audiology) 205 days
- Technical Assistant (State/Federal Reporting) 205 days
- Maintenance/Custodian 260 days

\* School social workers/guidance counselor, speech/language pathologists, and psychologists shall be given the option to remain at 180 days during the term of this contract.

The VASE Director shall designate employee emergency days. Emergency days that are not used shall not be designated as employee workdays. When emergency days exceed those provided for in the school calendar, an employee may be required to work up to the number of days required in this section.

Employees not on approved leave, who do not work the days listed on the School Calendar, shall be docked for such absence at their prorated daily rate of pay.

Itinerants scheduled to work in locations which are closed due to emergency when VASE is in session, shall follow that district's revised schedule, serve schools within their present assignment that are not closed due to an emergency, or work elsewhere as assigned by the Director, during the existence of the emergency.

#### 4.2 **Work Day.**

- A. **Certified Employees and Classroom Support Staff.** The regularly scheduled work day for each certified employee and classroom paraprofessional shall be 7 1/4 hours, excluding a duty-free lunch period of thirty (30) minutes.
- B. **Non-Certified Employees.** Non-certified employees, excluding classroom paraprofessionals, shall work a 7 1/2 hour day, excluding a duty-free lunch period of thirty (30) minutes. The regularly scheduled work day for personal aides shall be 6 1/2 hours, excluding a duty-free lunch period of thirty (30) minutes.
- C. **Start and Stop Times.** The regular workday shall begin no earlier than 7:00 a.m. and end no later than 4:30p.m. Start and stop times can be adjusted within that time frame with approval of the Director, Principal or designee. This limitation on start and stop times will not apply to the maintenance/custodial staff.

There may be occasions when staff meetings or IEP meetings may extend beyond the normal workday. Every effort will be made to keep these occasions to a minimum.

- D. **Start and Stop Times for Itinerant Staff.** A schedule shall be developed with input from the building principal and supervising administrator. The work schedule shall be submitted to the Director within ten (10) school days of the first student day.
- E. **Early Dismissal.** Nothing herein prevents an early dismissal as determined by the Director prior to holidays or vacations.
- F. **Duty Free Lunch.** All employees are entitled to a 30-minute duty-free lunch. Travel reimbursement related solely to the purpose of taking a duty-free lunch is prohibited. Employees may not take their duty-free lunch at the beginning or end of their work day, unless pre-approved by the Director. Doing so shall not interfere with the certified employee's obligation to work a professional work day.
- G. **Schedule.** To the greatest extent possible, all certified employees should maintain a consistent weekly/monthly schedule indicating which district and/or school they will be at. Any changes made thereafter shall be submitted at the beginning of the week in which the change will occur. If a consistent schedule is not possible due to the nature of the employee's position, he/she shall submit a schedule at the beginning of each work day. Employees are expected to plan a schedule which allows for minimal travel during the day.

#### 4.3 **Work Beyond Regular Schedule.** When work is available for employees beyond the regular workday, week, or year, before hiring persons outside of the bargaining unit, the Board will first offer said work to current employees within the limitations as set forth by the TRS regulations for pay increases. When work is offered to someone who is not an employee of VASE, the contract for said work will include the specific job to be done and the time frame in which it is to be completed and this contract will be reviewed by the Association or its executive board.

- A. **Certified Employees.** When work is assigned by the Director and requires a specific professional specialty, the Board will pay \$65.00 per hour according to the following schedule. Each employee shall submit a claim with a summary of hours worked for each completed evaluation. All such work shall be completed on days that fall outside of the employee's contract.

<b><u>Type of Evaluation</u></b>	<b><u>Time Allocated</u></b>	<b><u>Amount per evaluation</u></b>
• Comprehensive test of cognitive ability	1.5 hours	\$97.50
• Abbreviated test of cognitive ability	.75 hour	\$48.75
• Comprehensive speech/language evaluation	1.5 hours	\$97.50

• Abbreviated speech/language evaluation	.75 hours	\$48.75
• Comprehensive test of academic skills	1.5 hours	\$97.50
• Abbreviated test of academic skills	.75 hour	\$48.75
• Social and developmental study	1.0 hour	\$65.00
• Behavior rating scale	1.0 hour	\$65.00
• Comprehensive adaptive behavior scale	1.0 hour	\$65.00
• Personal interview	.5 - 1.0 hour	\$32.50-\$65.00
• OT/PT evaluation	1.0 hour	\$65.00
• Play based assessment	1.0 hour	\$65.00
• Written report	1.0 hour	\$65.00
• IEP meeting, scheduled as a result of testing done outside the regular contract	1.0 hour	\$65.00
• Other evaluations as approved by the Director per the hourly rate.		

This provision applies to both the regular school term and to summer work. Work will be divided equitably among qualified employees agreeing to do the work within the limitations created by the TRS regulations.

- B. **Certified Staff Stipends.** Certified employees will be paid a stipend when assigned by the Director or his/her designee to perform duties outside their regular work assignment within the limitations as defined by the TRS regulations. The stipend schedule for certified staff supervision of students for late stay, curriculum/program development, and/or VASE sponsored professional development outside of the regular work day will be \$30.00 per hour.

The duties and stipend amounts for any stipend outside the above schedule will be delineated in writing and submitted to the Association for review and input prior to the offering of such stipend.

- C. **Over-Time for Non-certified Employees.** A non-certified employee approved by the Director to work in excess of 40 hours in a work week shall be paid at 1-1/2 times his/her rate of pay. Upon mutual agreement of the employee and Director, the over-time hours may be taken as Compensatory Time at the rate of one and one-half (1-1/2) hour for each hour worked as overtime. Employees working more than 37-1/2 (36-1/4 for 180-day staff) and up to 40 hours will be paid at his/her regular rate of pay. All over-time work will be with the prior approval of the Director.
- D. **Non-Certified Work Beyond the Regular Year.** Non-certified employees will be paid an hourly wage of \$15.00 when assigned by the director or his/her designee to perform duties outside their regular work assignment.
- E. **Extracurricular Stipends.** Employees will be paid a stipend when assigned by the Director or his/her designee to perform duties outside of their regular work assignment within the limitations as defined by TRS and IMRF regulations. The stipend schedule for pre-determined extracurricular positions is as follows:

<b><u>Position</u></b>	<b><u>Stipend Amount</u></b>
• Educational Technology Support	• \$700
• STEAM Coordinator	• \$700

The duties and stipend amounts for any stipend outside the above schedule will be delineated in writing and submitted to the Association for review and input prior to the offering of such stipend.

- 4.4 **Orientation for Employees.** All new employees shall receive orientation, which shall include, but not necessarily be limited to, explanation of use of applicable forms, statistical reports, and policies and procedures directly applicable to the new employee. The orientation may occur prior to the employee performing the new job or as soon thereafter as is practicable, and the Board shall attempt to maintain the information in current form.

4.5 **Facilities.**

- A. The Board will furnish appropriate office facilities necessary for each employee to do the assigned job.
- B. Any employee, who believes that work facilities provided by a Participating District are inadequate to serve students, shall submit a written request for improvement of the facilities to the Director. The request shall explain the reasons why the employee believes the facilities are inadequate and describe improvements the employee believes to be necessary. The Director shall investigate the request in an effort to resolve the problem. If the Director finds merit to the request, s/he shall encourage the Participating District to provide appropriate work facilities or employees to serve students.
- C. The Board will discuss with the Association any office renovations or moves.

- 4.6 **Nondiscrimination.** The Board and the Association agree that they will not practice discrimination or discriminate against any employee because of race, creed, color, national origin, religion, sex, marital status, membership in, or non-membership in the Association.

The Board and the Association also agree that they will not discriminate against any employee with respect to hours, wages, terms or conditions of employment by reason of membership in any professional organization, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceedings under this Agreement.

- 4.7 **Right to Representation.** Whenever an employee is required to appear before the Board or any VASE administrator concerning any disciplinary action or proceeding, the employee shall be given reasonable notice for such meeting and shall be entitled to have a representative of the Association present.

- 4.8 **Employee's Personnel File.** Each employee shall have the right, upon request, within established office hours during employee duty free time, to examine and photocopy, at cost, non-privileged documents contained in the employee's personnel file, which examination shall be made in the presence of appropriate administrative personnel. The employee shall have the right to examine and to attach a written reply to any evaluation or criticism. Materials used to discipline or discharge an employee shall be available in the employee's personnel file and one copy will be furnished to the employee prior to its placement in his/her personnel file. The employee shall indicate that s/he has reviewed and received a copy of such material by affixing his/her signature on the original document.

- 4.9 **Reduction of Personnel.** The Board shall adhere to the statutory procedures pertaining to the honorable dismissal or recall of employees as set forth in the School Code.

**Seniority List.** The Director shall compile and post a seniority list of all employees within the Bargaining Unit. A copy shall be forwarded to the President of the Association not later than seventy-five (75) days before the end of the school term.

4.10 **Complaints**

- A. **Regarding an Employee** All employees are expected to attempt to resolve conflicts with the involved parties prior to making a complaint to administration. All personnel shall refer matters requiring administrative action to their immediate supervisor in writing.

If a written complaint is made against an employee, and said complaint is likely to lead to a disciplinary action against the employee, then the Director/Principal shall schedule a conference with the employee to discuss the complaint, except in situations involving investigation of intentional employee wrongdoing or investigations of criminal conduct. When requested in writing by the employee, and/or deemed appropriate by the Board/Director, a conference

between the complaining party and the employee will be scheduled. No complaining party not within the jurisdiction of the Board shall be required to attend. The employee may, at his/her request, have representation as he/she desires at any such conference. Any disciplinary action taken against the employee may be placed in the employee's personnel file.

- B. **Regarding Administrative Personnel** All employees are expected to attempt to resolve conflicts with the involved parties prior to making a complaint to administrative personnel's immediate supervisor. No complaint shall be brought to the attention of a member of the Board without first bringing it to the attention of the parties involved, except in emergency situations. All complaints intended for the Board, must be submitted to the Chairman of the Board in writing.

- 4.11 **Scheduled Meetings.** Combined all-staff meetings will be held quarterly. The dates of which will be announced early in the school year to allow staff to adjust their calendars accordingly. Attendance is mandatory, unless otherwise approved by the Director.

The Director shall notify and provide a tentative agenda to certified employees of meetings of the total certified staff three (3) calendar days in advance of such meetings.

Certified employees shall have the right to submit written agenda items to the Director at least two (2) working days prior to the meeting. Should an emergency arise, the parties agree to waive the above time restrictions.

This item is not intended to restrict the right of the Director or other VASE administrator to hold meetings or conferences of employees in any specialized area of employment.

- 4.12 **Needs Assessment.** Employees shall continue to be provided an opportunity for input to the Director when a Needs Assessment for Grant Application is conducted.

- 4.13 **In-Service.** Employees have the right to provide input into VASE In-service Workshop planning for employees.

- 4.14 **Workshop.** Upon request of the Director or designee, employees and supervisors who attend outside Special Education meetings/workshops, shall distribute pertinent information obtained or a summary thereof, to other employees whose jobs relate to the subject matter of the meetings/workshops.

- 4.15 **Employees' Keys to Building.** The Board will furnish the necessary keys for the VASE building to technical assistants, custodial personnel, certified personnel and paraprofessionals. The Board will furnish necessary keys for the Middle Fork/RSSP classrooms to Middle Fork/RSSP certified personnel, classroom paraprofessionals, and personal aides

If the employee's keys are misused, his/her keys shall be returned upon request by the Director. Employees shall not duplicate or authorize the duplication of the keys. Lost keys or failure to turn in keys upon request will result in a charge to the employee.

- 4.16 **Assignments.**

- A. **Notification of Assignment.** The Board, or its representatives, shall notify all certified employees, in writing, of their tentative assignments for the coming school year before the end of the school term. Any employee shall have the right to discuss the assignment with the Director.

- B. **Assignments Outside of VASE.** In order to ensure full-time employment at VASE, VASE employees may be assigned work up to 49% of their time outside of VASE. These assignments are limited to the following:

- Ford County Special Education
- Iroquois County Special Education
- EIASE-Eastern Illinois Association
- Rural Champaign County Special Education Cooperative
- Rantoul City Schools
- Champaign CUD #4
- Urbana School Dist. #116

- Danville Dist. #118

1. Students requiring direct services from VASE take precedence over other service agreements.
2. Reasonable and appropriate commuting and plan times will be allowed.
3. Mileage reimbursement and all other contractual benefits will apply to each employee performing such assignments/work. The assignment as listed above will be treated as though it was any other VASE assignment.

- 4.17 **Payroll Deductions.** Employee shall have the right, upon written request, to have the Employer deduct Association dues. In such event, an amount shall be withheld from each regular payroll period, which is equal to the proportionate share of the annual dues. All deductions shall begin within ten (10) days after receipt of a signed Authorization from an employee. All dues deduction Authorization, executed by an employee, shall continue in effect unless the employee requests that such Authorization be withdrawn.

Upon written request, an employee shall have the right to also obtain payroll deduction for Credit Union, United Fund and annuity contributions, provided that the annuity contributions shall be deducted only in accordance with the existing policies of the designated fiscal agent for VASE.

- 4.18 **Employee Discipline.** The Board agrees that its rules and regulations governing employee conduct shall be reasonable and that enforcement of employee discipline shall be fair and for cause.

- 4.19 **Personnel Handbook.** Beginning with the 2011-2012 VASE Personnel Handbook, all changes to the handbook must be submitted annually to the VASE-EA prior to being approved by the VASE Board and taking effect with VASE/Middle Fork/RSSP personnel.



**ARTICLE V**  
**GRIEVANCE - ARBITRATION**

5.1 **Definition.**

- A. A grievance is defined as any claim by the Association, an employee or group of employees that there has been a violation, misrepresentation or misapplication of any term or provisions of this Agreement.
- B. Days as used in this Article are defined as employees' workdays, except during summer recess when it shall mean days on which the VASE office is open.

5.2 **Grievance Procedure.** A grievance shall be filed in writing with the Director within twenty (20) days after it became known to the grievant(s). Nothing herein shall preclude the employee and the Director from resolving problems through free and informal communications with or without the presence of a representative of the Association. Any adjustment shall be consistent with the terms of this agreement and the Association shall have been given an opportunity to be present at such adjustment.

- A. **Step 1.** The Director will arrange a meeting within five (5) days after receipt of the written grievance. The Grievant(s), the Association representative, the immediate supervisor, if any, and the Director shall be present at the meeting. The Director shall make a written answer to the grievance within ten (10) school days after the meeting.
- B. **Step 2.** If the Director's answer at step 1 is not acceptable, the Association may submit the grievance in writing to the VASE Personnel Committee within ten (10) days after receipt of the Director's Step 1 answer. The VASE Personnel Committee will arrange a meeting within ten (10) days after the receipt of the written appeal. The written answer of the Personnel Committee shall be made within ten (10) days after the Step 2 meeting, which shall be attended by the Grievant(s), an Association representative and at least two (2) members of the Personnel Committee.
- C. **Step 3.** If the Association is not satisfied with the answer resulting from step 2, the Association may request, in writing, that the grievance be submitted to final and binding arbitration within twenty (20) days of the Step 2 answer. In such event, the parties shall mutually write to the Federal Mediation and Conciliation Service for the submission of five (5) arbitrators. Within three (3) days from the receipt of the list, the parties, or their representatives, shall meet for the purpose of selecting the arbitrator. The parties shall determine, by lot, which party shall strike first. Thereafter, the parties shall alternately strike a name until one is left, who shall be the arbitrator. Either party may reject one list in its entirety.

After selection, the parties shall jointly notify the arbitrator and a time will be mutually determined. The arbitrator shall be requested to make his written decision in no more than thirty (30) calendar days after the hearing.

The decision of the arbitrator shall be final and binding upon the parties. The parties shall equally divide the cost and expenses of the arbitrator.

**ARTICLE VI**  
**EMPLOYEE EVALUATION**

- 6.1 **Objective.** One of the primary objectives of employee evaluations is to improve the quality of employee service.
- 6.2 **Evaluation Responsibility.** The Director, or a designated administrator, shall be responsible for the evaluation of all employees. The Director, or designated administrator, shall have the right to seek feedback from an employee who has direct supervisory experience over another employee (i.e., OT feedback for COTA, PT feedback for PTA, SLP feedback for SLPP or SLP in CFY, Teacher feedback for Classroom Paraprofessional, Transition Specialist feedback for Job Coach, Audiologist for Audio Secretary.)

The Director, or designated administrator, shall provide the evaluated employee with names of employees from whom feedback is sought and a summary of any feedback received. Feedback shall be given to the evaluated employee at the pre-observation conference, so as to give the evaluated employee the opportunity to respond to any concerns about the feedback prior to the completion of the evaluation.

- 6.3 **Evaluation Plan.** The evaluation of certified staff shall follow the procedures required by the *Illinois School Code* and any applicable Administrative Code of the Illinois State Board of Education. In any situation where the procedures stated in this Agreement are in conflict with the relevant statute or Code the statute shall govern.

Certified employees shall be evaluated according to the current VASE evaluation plan which was developed by a joint committee composed of an equal number of Board representatives and Association representatives, except to the extent the School Code and the Administrative Code require otherwise.

In addition, and except to the extent the School Code or the Administrative Code require otherwise, nothing in the VASE Evaluation Plan(s) can be changed without the consensus of the evaluation committee.

## **ARTICLE VII** **LEAVES**

### **7.1 Sick Leave.**

A. Employees shall be entitled to paid sick leave as follows per contract year:

180 days .....	12 days
190 and 200 days .....	13 days
205 and 215 days .....	14 days
240 or more days .....	16 days

Employees who are placed at steps 16 and up on the salary schedule shall be entitled to paid sick leave as follows per contract year.

180 days .....	15 days
190 and 200 days .....	16 days
205 and 215 days .....	17 days
240 or more days .....	19 days

If an employee does not use the full amount of annual sick leave allowed herein, the unused amount shall accumulate to a total of 340 days. These days may only be used for the purpose of illness or retirement service credit.

Employees will be allowed to use sick days in quarter-day (2 hours) increments.

Each year prior to September 21, each employee shall receive a statement indicating his/her number of accumulated sick days to include the sick leave days of the current year.

- B. Sick leave is herein defined as personal illness, treatment, diagnostic services, quarantine at home or serious illness in the immediate family which consists of the employee's parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, daughters-in-law, sons-in-law, and persons for whom they are legal guardians or persons living in the immediate household of the employee.
- C. Employees may use accumulated personal sick leave for pregnancy related disabilities and/or paid parental/maternity leave. Paternity/maternity leave includes the adoption of a child.
- D. Upon request by the Director, an employee taking sick leave may be required to furnish a physician's certificate of such illness, after three (3) consecutive days of absence or as the Board may deem necessary in other cases.
- E. A voluntary sick leave pool will be made available to a VASE employee who is absent from assigned duties due to catastrophic illness and who has utilized all sick leave, personal leave and all other paid leave. The afflicted employee may utilize up to a maximum of forty-five (45) days per year.

To create the sick leave pool, any employee at VASE shall have the right to transfer accumulated sick days to the afflicted VASE employee who has exhausted all other accumulated leave. The Association shall notify staff and the administration when there is a need for donated days. Administration will provide for an anonymous method of donating such days, maintain an account of such transfers and place a copy of the transfer in the contributing employee's file.

### **7.2 Leave For Death in Family.**

In addition to the sick leave provided, each employee shall be entitled to leave, without loss of pay, during each school term as follows:

- A. Death within the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-

in-law, brothers-in-law, sisters-in-law, and legal guardians, or members of the household): three (3) days plus two (2) additional days per death, if requested, with the additional days being charged to sick leave.

- B. Death of near relative or relative by marriage (aunt, uncle, nephew, first cousin): one (1) day with pay with an additional two (2) days, if requested, with the two (2) additional days to be charged to sick leave.

7.3 **Personal Leave.** Each employee shall be entitled to three (3) paid personal leave days during each school year. The employee must notify the Director, or designee, in writing at least three (3) days in advance of the use of a personal leave day except in the case of emergencies.

- A. One (1) personal leave day not used during the school year may be added to the next year's personal leave allotment up to a maximum of four (4) personal leave days. Any unused personal leave days which would not make the accumulation greater than four (4) shall be added to the accumulated sick leave.

7.4 **Attendance at Professional Conferences.** Employees may be allowed to attend professional conferences as authorized by the Director if such conferences are considered by the Director to be for VASE educational purposes. The reasonable expenses of such conferences for which the employee does not receive college credit shall be paid, including food, lodging and travel, based upon reimbursable expenses submitted to the Director.

Reasonable expenses will not include payment as overtime and/or for reimbursement at a daily rate for days that the employee would not have otherwise been scheduled to work. The Director may agree to allow the employee to trade work days when the conference or workshop is held on a regularly non-scheduled work day.

Non-certified support employees shall be allowed to attend any Vermilion County Schools employees' workshop that is designed for them.

7.5 **Parental/maternity leave.**

- A. An employee may use accumulated sick and/or personal leave for parental/maternity leave. Paternity/maternity leave includes the adoption of a child.
- B. Upon application, an employee shall be eligible for parental/maternity leave, without pay, for one continuous school year, for one semester, or the balance of a school year. The Board may grant a parental/maternity leave for a shorter period.
- C. Application for parental/maternity leave must be submitted to the Director at least ninety (90) calendar days prior to the beginning of the parental/maternity leave in order for the Board to make arrangements for employment of a substitute, except in cases of medical emergency as determined by a physician.
- D. The application for parental/maternity leave must include the following information:
- The beginning date of the requested leave.
  - The expected return date at the end of the leave.
- E. The employee shall give the Director written notice of the return date at least 60 working days prior to the date of return. If the requested leave is for less than 60 working days, the application shall state the date of return. If a leave is in excess of sixty days and terminates at the beginning of the next school year, the notice of return shall be given by March 1.
- F. **For Non-Paternity/Maternity Leave:** The employee is responsible for making prior arrangements for continuation of insurance coverage, which will be at the employee's expense.
- G. In the event that a physician determines that significant complications have developed during pregnancy or immediately following birth, additional sick leave may be granted the employee in accordance with Section 7.1.E.

- 7.6 **Jury Duty.** The Board shall pay the regular salary of an employee required to serve jury duty; provided, however, that compensation, received by the employee for such duty shall be paid to the Board. The employee shall retain payment for mileage and meals.
- 7.7 **Extended Leave for Personal Reasons.** Upon application, the Board shall grant a leave of absence without pay to one employee with three (3) years or more of service with VASE. One leave of absence will be granted per school term for furthering education related to the employee's job responsibilities. Applications must be received by March 1 of the year preceding the commencement of the leave. The period of the leave shall not be considered for advancement on the salary schedule, but the employee will return with full employment rights. An employee granted this leave must notify the Director in writing of his/her intention to return to VASE before February 1 of the year in which the leave terminates. This leave will be granted in order of receipt of Application.
- 7.8 **Rights of Employees on Leave.** Employees on approved leave of absence shall have a right to participate in the group health and life insurance programs at his/her own expense at the group rate.
- 7.9 **Association Leave.** Upon request by the Association President, the Board shall grant the Association up to two (2) employee days of leave per year without loss to the employee of salary or benefits. This leave shall be used to conduct Association business that cannot be conducted outside the workday.
- 7.10 **Vacation Leave.** An employee who works 240 days or more in the work year shall be given paid vacation time in accordance with the following schedule. Vacation requests shall be made and approved in advance by the Director. Vacation leave must be utilized in full day increments.
- Completion of 1-8 years of service = 10 paid days
  - Completion of 9-14 years of service = 15 paid days
  - Completion of 15 or more years of service = 20 paid days

Employees are to use their vacation days in the year in which they are allotted. In the event of an emergency and with approval of the Director, up to 30% of that single year's allotment for vacation leave may rollover and be used within the first three (3) months of the new year or otherwise forfeited.

In the event that the employee leaves, has a reduction of days in his/her contract, retires or is deceased, unused vacation days will be reimbursed at the employee's current daily rate. However, in the event the employee leaves prior to the end of the current contract year, vacation days eligible for reimbursement will be pro-rated based on percentage of days actually worked prior to leaving VASE.

## **ARTICLE VIII** **ECONOMIC RELATED BENEFITS**

### **8.1 Health and Accident Insurance.**

Each year, prior to the annual anniversary date for health and accident insurance renewal, an insurance committee, composed of representatives of the Board and the Association, will review options related to health and accident insurance and make recommendations to the Board. The following will serve as criteria for the selection of insurance plans.

- A benefits structure that is comparable to that offered under the previous year's health plan shall be one of the options if multiple tiers of insurance are offered. If only one plan is offered, the benefits structure shall be comparable to that offered under the previous year's health plan. *[Parties agree to execute MOU that the proposed plan is the new benchmark for comparability].*
- No interruption of services or denial of coverage.
- Access to health care coverage after retirement will be at the retiree's expense unless restricted by the health plan provider.

The Board shall provide the cost for premiums for health and accident insurance to all regularly employed full-time employees as agreed upon by the parties as follows:

- For the 2021-2022 school year, the Board will pay \$8418 for single coverage for the employee.
- For the 2022-2023 school year, the Board will pay \$8755 for single coverage for the employee.
- If the single premium for the most expensive plan offered is less than the negotiated amount, the Board will only pay up to the single premium cost for the most expensive plan.
- If an employee opts for a health insurance plan with the cheaper premium, 50% of the difference will be: 1) applied toward the premium for family coverage plan; 2) applied toward premiums for dental/vision coverage; 3) applied toward a voluntary benefit of the employee's choosing; or 4) placed in a flexible spending account. (Example: If the individual premiums for the plans offered are \$7600 and \$7300, an employee will receive \$150 (\$7600 - \$7300 = \$300 x 50% = \$150) to apply to one of the above benefits).

For a part-time employee who is at a minimum, a half-time employee, the Board shall pay a pro-rated portion of the Board's cost based upon the percentage of contract days for the part-time employee as compared to that of a full-time employee.

The Board shall provide an additional eighteen hundred dollars (\$1800.00) per year toward a family coverage plan for the full time employee for the term of the contract.

**8.2 Family Insurance Premiums.** According to the authority granted under Section 125 of the Internal Revenue Code, employees who elect to shelter premium contributions of the family plan of the major medical/health insurance plan and a dental plan may do so by completing the appropriate election forms provided by the Board.

**8.3 Term Life Insurance.** The Board shall provide term life insurance for each employee in the amount of Twenty-five Thousand Dollars (\$25,000) until retirement by paying the premium. At the time of the Board-approved retirement, the employee will be permitted to remain in the group by paying the insurance premiums. The payable amount to a member may decrease at age 70 per the policy.

**8.4 Coverage After Retirement.** The Board shall provide Health Insurance and Medicare Supplement Insurance for each employee (at the employee's expense) as set forth in the insurance policy and as required by current law.

### **8.5 Mileage Reimbursement and Travel Expense.**

#### **A. Mileage Reimbursement Within Vermilion County.**

1. All job related mileage shall be either pre-approved, or, the direct result of an assignment made by the Director or designee.
2. Mileage will be paid for all job-related mileage in accordance with the following:

- a. Reimbursement for mileage shall begin after the employee has reached his/her first business stop of the workday and shall end when the employee has reached his/her last business stop of the workday.
  - b. However, the employee shall be reimbursed only for the excess mileage for the first and/or last stop of the workday when either or both stops are farther away from the employee's home than the Vermilion Educational Center. Excess miles are calculated by subtracting the mileage between home and the Vermilion Educational Center from the mileage between home and the first or last business stop.
  - c. Mileage between the first and last stops of the work day is to reflect only that travel which is job-related.
3. Employees shall keep a mileage log on the appropriate form provided by the Director. This form shall be turned into the office manager once a month on a date specified. Mileage requests may be subject to forfeit upon repeated failure to submit the mileage reimbursements requests on time.
  4. Job-related mileage shall be reimbursed in a separate check at the IRS allowable mileage rate for the life of this Agreement. If the new allowable rate is not available from IRS by January 1, the new rate will take effect the first of the next month that it becomes available and reimbursements will be retroactive to January 1. If the rate is adjusted in mid-year, the reimbursed rate will be adjusted starting with the month that the rate is announced.

**B. Travel Expense Outside Vermilion County.**

1. Travel by privately owned automobile shall be reimbursed to the employee at the IRS allowable mileage rate for the life of this Agreement.
2. Meal expenses shall be reimbursed at actual cost, including gratuities, as determined by the following schedule: Meals reimbursed only if not included in conference registration.

a. **FULL DAY TRAVEL.**

Meal expenses for full-day travel that commences prior to 7:00 AM and extends past 6:00 PM shall be reimbursed at the following rate: a maximum rate of fifty dollars (\$50) per day with no per meal allowance unless partial day travel is involved per the following schedule:

b. **PARTIAL DAY TRAVEL.**

- (1) Breakfast at ten dollars (\$10) provided travel commences prior to 7:00 a.m.
- (2) Lunch at fifteen dollars (\$15).
- (3) Dinner at twenty-five dollars (\$25) provided travel extends past 6:00 p.m.

1. Itemized receipts must accompany any claim for meal expenses, cannot include any alcoholic beverages, and must be submitted for reimbursement within 10 business days of the travel. Non-itemized receipts shall not be reimbursed.
2. Reimbursement for approved mileage and meal expense shall be payable by separate check.

**8.6 Retirement Incentive.**

The parties agree that if legislation is enacted and/or administrative rules are adopted during the life of this Agreement that result in a greater cost to the Board than the costs generated by this Agreement or benefits to the employee are enhanced over what is specified in this Agreement, the provisions relating to such benefits shall be suspended and the parties will meet within thirty (30) days of the passage of the legislation/administrative rules to renegotiate said provisions.

The District shall limit those allowed to Adjustable Early Retirement Option to the maximum allowable by law. Those allowed will be selected from those eligible based on age (most to least).

- A. **Employees eligible for retirement benefits from Illinois Teachers' Retirement System.** To the extent that the salary raise described in this Section shall cause the Board to pay additional penalties to TRS, the Board shall have the right to reduce the payment of such increase so that VASE will not incur such penalties.

Salary as used herein shall include the employee's salary as shown on the salary schedule and any extra salary differentials or stipends. Regardless of any provisions above, an employee shall not receive more than a six percent (6%) improvement over the previous creditable earnings, regardless of vertical and horizontal movement on the salary schedule and the extra duty differential or stipend or eligibility for payment of any other creditable earnings.

1. **Eligibility.** To be eligible for any of the following options outlined below, an employee must meet the following requirements:

- a. Have a minimum of ten (10) years of continuous employment with VASE  
-----AND-----
- b. be within 6 months of age (60) by the last day of service with VASE  
-----OR-----
- c. be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service with VASE

2. **Early Notification.** Once notification is submitted, the decision is irrevocable unless otherwise determined by the Board.

In the event an employee has submitted his/her timely irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life changing circumstances, the Board in its sole discretion may allow the employee to rescind his/her letter of retirement, provided the employee returns to the Board any TRS creditable earnings paid to the employee in excess of the amount the employee would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.

- a. **TRS One Year Plan.** If an eligible certified employee gives the Board an irrevocable letter of retirement prior to May 1st, stating that s/he shall retire at the end of the next school year, the certified employee will be removed from the salary schedule and for the final year of employment, the certified employee's TRS creditable earning shall be adjusted to reflect a six percent (6%) increase over the certified employee's TRS creditable earnings for the prior year of employment.

**Example:** The employee plans to retire at the end of the 2012-13 school year. The employee's prior year TRS creditable earnings were \$40,000. The employee's final year TRS creditable earnings will be \$42,400. (i.e.  $\$40,000 \times 1.06 = \$42,400$ .)

- b. **TRS Two Year Plan.** If an eligible certified employee gives the Board an irrevocable letter of retirement prior to May 1st, two (2) years prior to the year of retirement, the certified employee will be removed from the salary schedule for the next school year and the certified employee's TRS creditable earning shall be adjusted to reflect a six percent (6%) increase over the employee's TRS creditable earnings for the current year, and the second year, the certified employee's TRS creditable earnings shall be increased by six percent (6%) over the certified employee's TRS creditable earnings for the prior year of employment.

**Example:** The employee will retire at the end of 2013-14 school year.

- The employee's prior year TRS creditable earnings for 2011-12 were \$40,000.
- The employee's TRS creditable earnings for 2012-13 will be \$42,400. (i.e.,  $\$40,000 \times 1.06 = \$42,400$ .)
- The creditable earnings for the final year of 2013-14 will be \$44,944 (i.e.,  $\$42,400 \times 1.06 = \$44,944$ .)

- c. **TRS Three Year Plan.** If an eligible employee gives the Board a letter of retirement on or before March 1, three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final three (3) years of employment the employee's TRS creditable



earning shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior years of employment respectively.

**Example:** The employee will retire at the end of 2014-15 school year.

- The employee's prior year TRS creditable earnings for 2011-12 were \$40,000.
- The employee's TRS creditable earnings for 2012-13 will be \$42,400. (i.e.,  $\$40,000 \times 1.06 = \$42,400$ .)
- The creditable earnings for 2013-14 will be \$44,944 (i.e.  $\$42,400 \times 1.06 = \$44,944$ ).
- The creditable earnings for the final year of 2014-15 will be \$47,640.64. (i.e.,  $\$44,944 \times 1.06 = \$47,640.64$ ).

B. **Employees eligible for retirement benefits from Illinois Municipal Retirement Fund.** Each employee who is eligible for retirement benefits through the Illinois Municipal Retirement Fund (IMRF) and is retiring from VASE with a minimum of ten (10) years of continuous employment with VASE shall be eligible to receive options for retirement as outlined below.

1. **Early Notification.** Once notification is submitted, the decision is irrevocable unless otherwise determined by the Board.
  - a. **IMRF One Year Plan.** If an employee hired prior to July 1, 2018 notifies the Board in writing on or before May 1st, one (1) year prior to his/her retirement, s/he shall receive a six percent (6%) increase added to his/her remaining year's salary, subject to the limitations in Paragraph 9.2.1 of this agreement. If an employee hired after July 1, 2018 notifies the Board in writing on or before May 1<sup>st</sup>, one (1) year prior to his/her retirement, s/he shall receive a three percent (3%) increase added to his/her remaining year's salary, subject to limitations in Paragraph 9.21 of this agreement.
  - b. **IMRF Two Year Plan.** If an employee hired prior to July 1, 2018 notifies the Board in writing on or before May 1st, two (2) years prior to his/her retirement, s/he shall receive a six percent (6%) increase added to each of his/her remaining years' salaries, subject to the limitations in Paragraph 9.2.1 of this agreement. If an employee hired after July 1, 2018 notifies the Board in writing on or before May 1<sup>st</sup>, two (2) years prior to his/her retirement, s/he shall receive a three percent (3%) increase added to his/her remaining years' salary, subject to limitations in Paragraph 9.21 of this agreement.
  - c. **IMRF Three Year Plan.** If an employee hired prior to July 1, 2018 notifies the Board in writing on or before May 1st, three (3) years prior to his/her retirement, s/he shall receive a six percent (6%) increase added over his/her prior year's salary in each of the following three (3) years, subject to the limitations in Paragraph 9.2.1 of this agreement. If an employee hired after July 1, 2018 notifies the Board in writing on or before May 1<sup>st</sup>, three (3) years prior to his/her retirement, s/he shall receive a three percent (3%) increase added to his/her remaining years' salary, subject to limitations in Paragraph 9.21 of this agreement.
2. **IMRF Retirement at the End of the Current Contract Year.** Should an IMRF employee notify the Board in writing on or before May 1st of the year of retirement, s/he may request payment for any unused sick days that have accumulated and will not be applied to his/her service credit for IMRF. The rate of reimbursement will be \$35 per day.

- 8.7 **Payroll Procedure.** All employees shall be paid by direct deposit beginning with the 2015-2016 school year.

Each employee shall be paid on the basis of twenty-four (24) equal installments. For the 2021-22 school year only, employees who are currently electing twenty one (21) pays may elect to continue receiving the twenty-one (21) pays. Choice of plans will be made at the beginning of the school year. Regular paychecks will be issued on the 15th and 30th of the month (or the last day of the month in February). Whenever legal requirements for final payment differ from the regular pay schedule, at termination of a contract, legal requirements will be followed.

- 8.8 **Workman's Compensation.** Workman's Compensation Insurance will be provided in accordance with the statutory requirements.

- 8.9 **Holidays for Office Staff.** In lieu of paid holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day), non-certified staff, with approval of the Director, may select alternate dates as follows:

- 205-day contracts will have five (5) holidays to use at their discretion.
- 240-day contracts will have six (6) holidays to use at their discretion.
- This section does not apply to any office staff employed after August 1, 2001.

- 8.10 **Tuition Reimbursement.**

A. Special Tuition Reimbursement

Beginning January 1, 2020, the Board shall establish a tuition reimbursement fund and contribute twenty thousand dollars (\$20,000.00) to that fund annually. Employees may request reimbursement from this fund for three hundred dollars (\$300.00) per semester hour under the following conditions:

1. The Employee must not be licensed currently in a shortage area identified by the Director, and the Employee must be pursuing an Illinois license in a shortage area.
2. The Employee must be enrolled in a degree program at an accredited college or university toward obtaining a valid and appropriate Illinois license in an identified shortage area identified by the Director. The Employee must agree in writing to complete the courses necessary to obtain said license within three (3) years of the commencement of the program, and to not voluntarily leave the employ of the Board (or other VASE member district) prior to the completion of the program and work commitment defined below.
3. The courses and degree program must be pre-approved at the time of enrollment, without exception, by the Director or his/her designee, and must lead to an Illinois license in a shortage area identified by the Director.
4. The Employee must agree in writing that in the event he/she fails to obtain said license within three (3) years of the commencement of the program, or if he/she voluntarily leaves the employ of the Board prior to the completion of the program, he/she will reimburse VASE the tuition reimbursement paid under this Section.
5. The Employee must agree in writing to commit to a minimum of five (5) years of service to VASE or a VASE member district, upon the receipt of the license, in a position in the shortage area identified. In the event the Employee does not obtain a valid and appropriate Illinois license in the shortage area within three (3) years of the commencement of the program, or leaves the employ of the Board (or other VASE member district) prior to the expiration of said five (5) year work commitment, he/she will reimburse VASE the tuition reimbursement paid under this Section. The amount of the reimbursement will be prorated on an annual basis relative to the extent of the work commitment that has been fulfilled (i.e., if the Employee leaves the employ of VASE or an VASE member district after completing two (2) years of the five (5) year work commitment, the Employee must reimburse VASE three-fifths (3/5) of the tuition reimbursement paid).
6. Should either the Board or any member district not move to employ the Employee upon completion of the program or dismiss the Employee prior to the completion of the five (5) year work commitment, his/her obligation to reimburse VASE for tuition reimbursement will not be required.

7. The Employee must provide an official transcript showing completion of the course with a grade of "B" or higher or in the case of a non-graded course a "pass" or "satisfactory" rating.

Decisions of the Director under this Section will be final and will not be subject to the grievance procedure in this Agreement.

#### B. LBS1 Program Tuition Reimbursement

The Board shall establish an LBS1 tuition reimbursement program, under the following conditions:

1. The Employee must have a current Illinois teaching license and must not currently have an Illinois LBS1 teaching license.
2. The Employee must be enrolled in a degree program at an accredited college or university toward obtaining a valid and appropriate Illinois LBS1 license. The Employee must be able to complete the LBS1 license with four (4) courses or less and must agree in writing to complete the courses necessary to obtain said license within one (1) year of the commencement of the program, and to not voluntarily leave the employ of the Board (or other VASE member district) prior to the completion of the program and work commitment defined below
3. The courses and degree program must be pre-approved at the time of enrollment, without exception, by the Director or his/her designee.
4. The Employee must agree in writing that in the event he/she fails to obtain said license within one (1) year of the commencement of the program, or if he/she voluntarily leaves the employ of the Board prior to the completion of the program, he/she will reimburse VASE the tuition reimbursement paid under this Section.
5. The Employee must agree in writing to commit to a minimum of five (5) years of service to VASE or a VASE member district, upon the receipt of the license, in a position requiring LBS1 licensure. In the event the Employee does not obtain a valid and appropriate Illinois LBS1 license within one (1) year of the commencement of the program, or leaves the employ of the Board (or other EIASE member district) prior to the expiration of said five (5) year work commitment, he/she will reimburse VASE the tuition reimbursement paid under this Section. The amount of the reimbursement will be prorated on an annual basis relative to the extent of the work commitment that has been fulfilled (i.e., if the Employee leaves the employ of VASE or a VASE member district after completing two (2) years of the five (5) year work commitment, the Employee must reimburse VASE three-fifths (3/5) of the tuition reimbursement paid).
6. Should either the Board or any member district not move to employ the Employee upon completion of the program or dismiss the Employee prior to the completion of the five (5) year work commitment, his/her obligation to reimburse VASE for tuition reimbursement will not be required.
7. No more than four (4) Employees may participate in the LBS1 licensure program per year, and the Board shall contribute up to twenty thousand dollars (\$20,000.00) to that program annually.
8. Upon approval of the program by the Director, VASE shall pay fifty percent (50%) of the tuition to the college or university at the beginning of each course. VASE will reimburse the Employee the remaining fifty percent (50%) of the tuition upon successfully obtaining the LBS1 license. If an Employee fails to successfully complete a course during this program, they may retake the course at his or her own expense to remain eligible for the program.

Decisions of the Director under this Section will be final and will not be subject to the grievance procedure in this Agreement.

## ARTICLE IX SALARIES

- 9.1 **Certified.** The salary schedule for certified employees is attached as Appendix 1A –2A.

For the term of this contract, certified employees will receive a vertical step each year. In addition, 2.75% shall be added to the base salary in the 2021-2022 school year and 2.25% shall be added to the base salary in the 2022-2023 school year. The salary schedule also provides \$700 for each year of experience beyond the salary schedule and full Board paid retirement up to a maximum of 9.0% (1.098901 multiplier) for employees under the TRS regulations. Additionally, two steps shall be added to COTA/PTA, BS/BA, BA+15, BA+30 lanes of the salary schedule.

An employee participating in TRS with fifteen (15) or more years of experience as acknowledged by the TRS regulations, will be limited to a total increase on his/her creditable earnings of 6%. The total increase will include, but may not be limited to, the raise on the base pay, additional work days and/or movement on the salary schedule due to additional experience or academic credit.

- 9.2 **Non-Certified.** The hourly wage schedule for non-certified employees is attached as Appendix 1B –2B.

For the term of this agreement, non-certified employees will receive a vertical step each year based on the hourly wage schedule. In addition, 2.75% shall be added to the base wage in the 2021-2022 school year and 2.25% shall be added to the base salary in the 2022-2023 school year.

1. If legislation is enacted that would cause the Board to pay additional monies to IMRF for salary enhancements beyond 6% of the previous year's salary, an employee participating in IMRF with fifteen (15) or more years of experience as acknowledged by the IMRF regulations, will be limited to a total increase on his/her creditable earnings of 6%, excluding any exceptions built into the legislation. The total increase will include, but may not be limited to, the raise on the base pay, additional work days and/or movement on the salary schedule due to additional experience or academic credit.

- 9.3 **Part-Time Employees.** Regularly employed part-time employees shall receive a salary and economic related benefits pro-rated on the basis of days worked per school year in relation to days worked per school year by regularly employed full-time employees performing the same type of work.

- 9.4 **Academic Credit.** Credit on the certified salary schedule will be allowed for graduate course work leading toward improvement of the employee's performance, which shall be verified by a grade sheet submitted to the Director prior to September 1 and validated by an official transcript.

Upon prior approval of the Director, non-certified staff may submit evidence of a job-related Associate or Bachelor's degree in the same manner as outlined above.

- 9.5 **Experience Credit.** A certified and non-certified employee hired after July 1, 2010 and beginning employment with VASE prior to November 1 of any subsequent school year and completing that school year will receive one full year of experience credit on the salary schedule. A certified VASE employee moving to a higher level of credentialing and/or academic qualifications will not lose any longevity that was previously earned.

A certified and non-certified employee hired after July 1, 2020 will be awarded one year of experience for a minimum of 7 months of full-time employment in a related work position, with total years of prior experience credit not to exceed 25 years.

Related work refers to employment in a position for which the job responsibilities are related to the current VASE job description for that position. The employee must provide documentation from the former employer to verify the dates of employment, position, and full-time status. Certified staff hired after July 1, 2020 will be allocated up to 25 years of service starting the 2020-2021 school year.

A certified employee hired after July 1, 2020 with at least 80% employment will be awarded 1 year of experience for a minimum of 7 months part-time employment in a related work position, with the total years of prior experience not to exceed twenty-five (25) years.

A certified part-time employee hired after July 1, 2020 with less than 80% employment will be awarded 1 year of experience for a minimum of 14 months part-time employment in a related work position, with the total years of prior experience not to exceed twenty-five (25) years.

Certified and non-certified employees who voluntarily seek transfer to another VASE position shall not be granted experience credit beyond that granted at initial employment. Certified and non-certified employees who voluntarily or involuntarily transfer positions shall not lose experience credit earned at VASE.

9.6 **Placement on the Salary Schedule.** Each employee hired after July 1, 2010 will be placed on one of the negotiated salary schedules based upon academic credentials and allowable work experience. No employee will be placed on the salary schedule at a step higher than a current employee with the same work experience and/or academic credentials, unless otherwise indicated in this Agreement or future Letters of Understanding.

- A. Social Workers and Guidance Counselors should be placed no less than Masters + 45 on the salary schedule. Speech-Language Pathologists should be placed no less than Masters + 45 on the salary schedule. School Psychologists should be placed no less than Masters + 60 on the salary scale.
- B. For specialty areas of high demand that include, but may not be limited to: Audiology, Occupational Therapy, Physical Therapy, Psychology, Social Work and Speech/Language Pathology, a candidate may be permitted to bring in a maximum of fifteen (15) years of experience that is outside public/private/parochial school experience. In such cases the outside experience will be added to the public/private/ parochial school experience. The total years will be used to locate the candidate on the salary schedule. The work experience documentation will be submitted to the Association for verification prior to the final offer of a position as stated in section 2.10 of this agreement. Internships and student teaching do not count toward placement on the salary schedule.
- C. Nationally-board certified staff including ASHA-CCC, LCSW, NSCP, LCPC will receive a bonus of \$2000 each year, provided that they maintain the national board certification.
- D. Beginning July 1, 2018 and providing it does not trigger a TRS or IMRF penalty for a raise exceeding 6%, all certified and non-certified staff maintaining employment with VASE for 3 consecutive years will receive a \$500 stipend.
- E. In the Audiology and Nurse classification the Board shall have the right to hire employees with specialized skills or prior experience and to determine the hourly salary entry level of the employee.

9.7 **Off-Schedule Payments.** Each employee who does not advance one vertical step because the employee is at the last step of a particular lane, shall annually receive seven hundred dollars (\$700) for each year s/he remains on such step. When an employee achieves additional education (hours) s/he shall then be properly placed on the salary schedule to reflect his/her education and experience. At no time shall an employee lose any longevity that was previously earned.

All stipends, bonuses, and payment for extracurricular positions or work beyond the regular school year will be made in a separate payment.

9.8 **Military Service Credit.** A maximum of two (2) years credit in the schedule is given for military service. For each year of military service, one (1) year of credit will be given on the salary schedule.

**ARTICLE X**  
**NO STRIKE-NO LOCK OUT**

- 10.1 **No Strike.** During the term of this Agreement, it is specifically understood that neither the Association nor its members shall participate in a strike or other form of interference with the normal operation of VASE or any of its services in any Participating District.
- 10.2 **No Lockout.** The Board shall not authorize or permit a lockout of any employees covered by this Agreement during the term of this Agreement.
- 10.3 **Lawful Strike.** In the event of a lawful strike by the Association against VASE, neither the Association nor its members shall interfere with the operation of any Participating District.

**ARTICLE XI**  
**TERM OF AGREEMENT**

- 11.1 **Duration.** This Agreement shall be in full force and effect from and after 12:00 o'clock A.M. August 1, 2021 and shall continue until 12:00 o'clock Midnight July 31, 2023; and from year to year thereafter, unless either party gives written notice, by registered mail, to the other party of a desire to modify or terminate this Agreement in accordance with the provisions of Article III of this Agreement.
- 11.2 **Savings Clause.** Should a court of jurisdiction declare any article, section, or clause of this Agreement illegal, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.
- 11.3 **Date Executed.** It is mutually understood and agreed that this Agreement represents the full and complete understanding of all agreements between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 12<sup>th</sup> day of April 2021.

BOARD OF DIRECTORS OF  
VERMILION ASSOCIATION FOR  
SPECIAL EDUCATION

VASE EDUCATION ASSOCIATION  
IEA/NEA

BY: \_\_\_\_\_

CHAIRMAN

BY: \_\_\_\_\_

PRESIDENT

BY: \_\_\_\_\_

SECRETARY

BY: \_\_\_\_\_

SECRETARY

## APPENDIX A

## 2021-2022 CERTIFIED SALARY SCHEDULE

raise	2.75%
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Longevity: \$700 for each year of experience beyond the salary schedule  
Total TRS Paid by Board



## APPENDIX B

## 2022-2023 CERTIFIED SALARY SCHEDULE

raise	2.25%
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Longevity: \$700 for each year of experience beyond the salary schedule  
Total TRS Paid by Board

## APPENDIX C

2021-2022 (ESP) Technical Assistants, Classroom Paraprofessionals, Job Coach, and Custodial Staff			
		raise	2.75%
STEP	Technical Assistants, Custodial Staff		Classroom Paraprofessional & Job Coach
1	15.68		16.23
2	16.15		16.72
3	16.63		17.22
4	17.13		17.73
5	17.64		18.26
6	18.15		18.79
7	18.67		19.33
8	19.20		19.87
9	19.73		20.42
10	20.26		20.97
11	20.80		21.53
12	21.35		22.10
13	21.90		22.67
14	22.45		23.24
15	23.01		23.82
16	23.57		24.40
17	24.14		24.98

Longevity: \$0.51 per hour for each year beyond the salary schedule

## APPENDIX D

2022-2023 (ESP) Technical Assistants, Classroom Paraprofessionals, Job Coach, and Custodial Staff			
		raise	2.25%
STEP	Technical Assistants, Custodial Staff		Classroom Paraprofessional & Job Coach
1	16.03		16.60
2	16.51		17.10
3	17.01		17.61
4	17.52		18.14
5	18.03		18.67
6	18.56		19.22
7	19.09		19.77
8	19.63		20.32
9	20.17		20.88
10	20.72		21.45
11	21.27		22.03
12	21.83		22.60
13	22.39		23.19
14	22.96		23.77
15	23.53		24.36
16	24.10		24.96
17	24.68		25.55

Longevity: \$0.51 per hour for each year beyond the salary schedule