

**COLLECTIVE BARGAINING AGREEMENT
BETWEEN SPEED**

SPEED  SEA

AND

SPEED EDUCATION ASSOCIATION



SEPTEMBER 1, 2012 – AUGUST 31, 2015

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ARTICLE I

RECOGNITION

- A. The Governing Board of SPEED District #802, Cook County, Illinois, hereinafter "Employer," "District," or "Board," hereby recognizes the SPEED Education Association/IEA-NEA, hereinafter the "Association" as the sole and exclusive bargaining representative for all certified staff members, other non-certified staff members, other professional staff members, and paraprofessionals, whether under contract, either verbal or written, or on leave.

Bargaining unit members shall include all certificated professional staff and other professional staff as defined in Section 2, Item 1, of the *Illinois Educational Labor Relations Act* who are approved for special education reimbursement by the Illinois State Board of Education.

Bargaining unit members shall exclude the Superintendent; all supervisors, managerial employees, confidential employees, short-term employees as defined by the Act and all other employees not addressed in paragraph one or two herein.

All newly-created positions with job descriptions shall be forwarded to the Association, in writing, within ten (10) school days. Inclusion or exclusion of these positions in the bargaining unit shall be determined as defined above. The Association shall respond within ten (10) school days of receipt of new positions if they disagree with the interpretation of the position.

The term "bargaining unit member," when used hereinafter in the Agreement, shall refer to all employees represented by the SPEED Education Association/IEA-NEA, in the bargaining unit as above defined. The term "Employer," "Board," or "District," when used hereinafter in this Agreement, shall refer to the Governing Board or its Administrative agents.

- B. No Agreement, which alters, varies, waives, or modifies any of the terms or conditions contained herein shall be made with any employee or group of employees by the Board's agents or representatives, unless it has been made, ratified, and agreed to, in writing, by the Board and this Association. The Board agrees not to negotiate with any employee individually, or any employee's organization other than SPEED Education Association/IEA-NEA, for the duration of this Agreement.
- C. The Board and the Association agree to follow high professional standards, which are student focused, while fostering an atmosphere of mutual respect for all members of the SPEED community.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION AND THE BOARD

2-1 Non-Discrimination

The Board and the Association agree that they shall not discriminate against any employee, applicant, or member for reason of race, religion, creed, color, marital status, sexual preference, age, sex, disability, or national origin.

2-2 Organization

Members of the bargaining unit shall have the right to organize or not to organize, to join or not to join (Fair Share, Section 2-19), to assist or to refrain from assisting professional employees' Associations, to participate or not to participate in professional negotiations with the Board through representatives of their own choosing, and engage in other activities not prohibited by law, individually or in concert, for the purpose of establishing, maintaining, protecting, or improving the conditions of professional services and the educational program.

Any alleged violation of either 2-1 or 2-2 shall be grievable only through Step 3 of the grievance procedure contained herein and shall be non-arbitrable.

2-3 Contracts

The Board may not issue individual employment contracts with bargaining unit members which are inconsistent with the terms and conditions of this or successor agreements.

2-4 Use of Buildings

The Association and its members shall have the right to use buildings and areas owned or leased by SPEED for meetings and to transact official Association business on school property, upon prior notice to and approval of the Superintendent or designee, according to the established procedures for reserving of such areas, provided that such business does not interfere with or interrupt normal school operations and does not take place during planning times or student instructional periods.

2-5 Use of Equipment

The Association shall have the right to use SPEED office equipment including typewriters, duplicating equipment, computers, calculating machines, all types of audio-visual equipment, telephones and fax machines, at reasonable times when such equipment is not otherwise in use,

provided the Association pays all costs associated with such use, and the use is approved by the principal or supervisor whenever practicable.

A telephone line shall be provided in the classroom or office of the Association president for Association business and communication with the Superintendent. The telephone shall not be answered during instructional time.

2-6 Board Meetings

In an effort to foster open and honest communication, the Board agrees to provide release time for a representative from the Association to attend the Operating Committee Meetings.

When an employee is required to appear before the Board or any Board Committee concerning any matter which could adversely affect the continuation of that employee in their office, position, or employment, or the salary or any increment pertaining thereto, the employee shall be given written notice ten (10) days prior to any such meeting and reasons therefore. The employee shall be entitled to a representative of their choice for the purpose of advice. The Association may have a representative present for the purpose of contract monitoring.

2-7 Information

- A. The Board agrees to make available to the Association all available public information already compiled concerning the financial resources of the District, such as, but not limited to, annual financial reports and audits, annual budgets, agenda, and minutes of all Board meetings and Treasurer's reports.

Nothing herein shall require the Board administrative or clerical staff to research or assemble information.

- B. Each new employee shall receive a copy of the current Collective Bargaining Agreement and job description from Central Office when they complete SPEED employment-related forms.

2-8 Employee Lists

The Board shall provide to the Association, upon request, a tentative list of all employees which shall include program, location, and names.

The Board shall notify the Association of all newly hired staff, including name, address, phone number, program, position, and location, within seven calendar days of their starting date. The Board shall inform the Association of any change in employment status of bargaining unit members for which dues are deducted within seven calendar days of their last day of work.

2-9 Personnel Files

- A. There shall be only one official personnel file for each employee. Prior to any material being placed in any employee's personnel file, a copy of such material shall be provided to the employee.

- B. Any material derogatory to any employee's conduct, service, character, or personality to be placed in their personnel file shall be acknowledged by the employee by affixing their signature to the actual copy to be filed, with the understanding that such signature merely signifies that the employee has been shown material and does not necessarily indicate agreement with its contents. Refusal of the employee to sign or initial shall not prevent the material from being placed in the file with a notation to that effect.

- C. Each employee shall have the right, upon reasonable advance request, to review the contents (except those materials which, by law, are confidential) of their personnel file and can obtain copies of materials by paying the actual copy costs.

- D. At the employee's request, a representative of the employee's choice may accompany the employee in this review.

- E. Any employee shall have the right to attach a written response to any material in their file.

2-10 Payroll Procedures

- A. All employees shall be paid on a twenty-six (26)-pay and shall be required to designate whether they desire to pick up their paychecks at the program office or through the mail run to satellite sites.

- B. If the regular pay dates fall on a day school is not in session or on a bank holiday, employees shall receive their pay on the last workday preceding the regular pay date.

- C. Any balance in the Board's contractual salary due to any employee not returning to work shall be paid within three (3) business days after the last day of school or on the regularly scheduled pay dates through August at their option exercised in writing.

- D. Except for those employees who have elected direct deposit, paychecks for July and August shall be picked up or mailed, at the employee's option, on the last day of June that Central Office is open. Employees shall elect one of these options on a form distributed by Central Office during the month of May each year. Forms are to be returned to the Central Office within seven (7) business days of receipt, otherwise paychecks for July and August shall be held in Central Office until picked up by the employee. Employees who have elected direct deposit shall continue to be paid by direct deposit on the regularly scheduled pay dates for July and August.

2-11 Payroll Deductions

- A. Payroll deductions for professional organizational dues, and any other deductions permitted by law, shall be made in writing by the employee on an appropriate authorization form. Such authorization shall continue in effect unless revoked, in writing, by the employee.
- B. Payroll deductions for Association dues shall be made on authorization forms provided by the Association. The Association shall provide names and amounts of said deductions to Central office two weeks prior to first payroll deduction. These deductions shall be taken from 19 consecutive pay periods. Deductions for employees hired after the fourth payroll period shall be prorated as to complete payments by May 30 of the school year. Any additions or changes shall commence on the next practical payroll.

2-12 Meetings with the Superintendent

The Association President or his/her designees shall meet at mutually agreeable times with a supervisor (designated by the Superintendent) and the Superintendent or his/her designee, to discuss mutual concerns.

2-13 Transportation of Students

No bargaining unit member shall be required to transport students in privately owned vehicles.

2-14 Seniority

- A. Seniority is the length of the employee's continuous service with the Employer starting with the first day on which duties are performed. Seniority shall accrue in four categories: Certificated, Other Professionals, Paraprofessionals, and Other Non-Certified, by category of position as defined herein. Seniority will commence anew when a person changes categories.

B. The Employer shall prepare, maintain, and post the seniority list. The seniority list shall be prepared and made available to all employees no later than February 1 annually. A copy of the seniority list and subsequent revisions shall be furnished to the Association. A separate seniority list will be developed for each of the four categories. Corrections shall be submitted to Human Resources by March 1 after which time the list shall become final.

C. Seniority lists shall include the names of all bargaining unit employees and administrators including their certification in seniority order (listing the number of years of experience determined by the date of hire). Four categories of positions as follows: Certificated, other Professionals, Paraprofessionals, and other non-certificated.

D. Loss of Seniority

Loss of seniority shall occur based on the following:

1. Resignation
2. Retirement
3. Dismissal

E. Suspension of Seniority

Seniority is retained and shall not accrue during reduction in force when the employee returns within the statutory recall period.

F. Accrual of Seniority

SPEED seniority credit shall accrue during periods of Board-approved leave of absence.

G. Breaking of Ties

If two (2) employees within the same category are equal in seniority, determination of the most senior employee shall be made annually by drawing lots in the presence of the affected employees and a representative of the Association at the time seniority becomes an issue.

H. Sub-Contracting

There shall be no sub-contracting of bargaining unit work during the life of this agreement without prior consultation with the Association.

2-15 Part-Time Employees

A. Definition

Part-time employees shall be defined as those bargaining unit members who work anything less than full time (100%) but more than or equal to 50%.

Employees who work less than 50% shall not be entitled to the provisions of sick leave, personal business leave, step increases, health/dental benefits or seniority.

B. Employees included in the bargaining unit, working on a part-time basis, shall be provided with pro-rated benefits and conditions as follows:

1. Sick Leave

A pro-rated amount of sick leave days based on number of days or where appropriate, hours per day worked.

2. Personal Business Leave

Part-time employees shall receive one (1) personal leave day per year.

3. Step Increases

Part-time employees shall advance one (1) step on the salary scale every year.

4. The salary of part-time employees shall be the appropriate percentage of the scheduled salary for their lane and step.

5. Health/Dental Benefits

The Board will pay a prorated amount of benefits based on the percentage of time employed.

2-16 Reduction-In-Force

A. Where, in the sole discretion of the Board, it becomes necessary to reduce the number of employees, such reduction-in-force shall be done in accordance with Section 24-12 of the Illinois School Code for certificated employees and by seniority as determined by date of hire for other professional, paraprofessionals, and other non-certificated employees.

- B. If two (2) employees within the same category are equal in seniority, determination of dismissal shall be made annually by drawing lots in the presence of the affected employees and a representative of the Association at the time of the reduction-in-force.
- C. RIF'ed personnel (by category) will be recalled beginning July 1, based upon eligibility and qualifications. Each eligible individual will be mailed a letter (certified, receipt requested) beginning on July 1, offering a position. His/her response must be received in the Central Office within (10) calendar days to accept/reject the position. If a response (accept or reject) is not received in the Central Office within ten (10) days, that individual's recall rights are ended and that position will be offered to the next most senior eligible individual. The next eligible individual(s) will be notified of open positions as a vacancy occurs. Those individual(s) will have (10) calendar days to accept or reject the offered position. Failure to respond (accepts or reject) will be construed as a rejection. Once an individual rejects an offered position, that individual's recall rights are ended.

2-17 Strikes and Lockouts

A. No Strike Clause

The Association agrees that it will not, during the period of this Agreement, directly or indirectly, engage in a strike.

B. No Lockouts Clause

The Board also agrees that it will not lockout any bargaining unit member during the term of this Agreement.

C. District Strikes

Should any member of the bargaining unit be assigned to work in a member district and the employees of said member district are engaged in a work stoppage or strike, the SPEED employee shall perform those duties assigned by SPEED during said strike, provided, however, that bargaining unit members shall not be required to perform non-SPEED activities in the place of striking employees. SPEED employees will follow the normal calendar in effect in the District. Should SPEED be unable to operate classes in a district where a work stoppage or strike takes place, and efforts to secure alternative sites for affected programs fail, SPEED will re-schedule classes as per the adjusted district schedule following the completion of the work stoppage or strike. All SPEED employees housed in the district where a work stoppage or strike occurs shall suffer no reduction in their

school year by virtue of the work stoppage. Each SPEED employee shall receive their per diem rate for that year for each day worked in excess of the regular work year. Difficulties affecting bargaining unit members that result from the adjusting of a district's schedule shall be accommodated on a case-by-case basis, within the Superintendent's discretion. Any disputes over such an accommodation are grievable only to the Board level and shall be non-arbitratable.

2-18 Board Agenda and Minutes

The Board shall provide the Association with the Board packet (except confidential information) in accordance with the Open Meetings Act for each Board meeting and Operating Committee meeting as well as a copy of the approved minutes at the time the materials are provided to the Board or Committee.

2-19 Fair Share

Each bargaining unit member, as a condition for 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 which shall be a proportionate amount of the dues required of members of the Association, including local, state, and national dues.

- A. In the event that a bargaining unit member does not pay his/her fair share fee directly to the Association, the Board shall deduct the fair share fee from the wages of the non-member in the same manner as the deductions are made for members.
- B. Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

The purpose of this fair share fee is for deferring the cost of services rendered by the Association to non-members. These costs include, but are not limited to, the negotiation and administration of this Agreement.

The Association shall, on a yearly basis, certify the amount of the fair share fee. The certification must be written and signed by the President of the Association and must include a financial breakdown of the fair share fee. No bargaining unit member shall be required to pay the fee, nor shall the Board be required to deduct the fee, until the certification document is submitted.

The following restrictions which are mandated by law shall be observed:

- A. The fair share fee shall not exceed the amount of dues normally charged to Association members.

- B. The fair share fee shall not include any costs or contributions related to elections or political purposes.
- C. The non-members who object to the fair share fee on bona fide religious grounds are excused from payment to the Association but must pay the amount of the fair share fee to a non-religious charitable organization mutually agreed upon by the non-members and the Association. If the non-member and the Association do not agree, the non-member shall select a charity from the list developed by the Illinois Educational Labor Relations Board.

In the event of any legal action against the Board, its members, officers, agents, and bargaining unit members brought in a court or administrative agency because of compliance with this fair share provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Board shall give immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
- B. In any action, no matter where filed, the Board shall give 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.

The Association shall indemnify, defend, 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 or loss including, but not limited to, damages, attorneys' fees, and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this clause, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.

Exception

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board.

ARTICLE III
**ASSIGNMENTS, EVALUATIONS,
VACANCIES, TRANSFERS, AND PROMOTIONS**

3-1 List of Terms

For the purpose of this Article only, the following terms shall have the following meanings:

Assignment - The program and specific job placement of an employee. (See 3-2A)

Certified Staff Member - A teacher, social worker, psychologist, speech and language, certified school nurse, behavior interventionist, instructional interventionist, case pathologist manager, vocational certified.

Paraprofessionals - Media, family enrichment program (FEP), behavior intervention team (BIT), (ASDA) assistive technology, classroom and one:one.

Other Noncertified Staff Member - Certified occupational therapy assistant, physical therapy assistant and vocational non-certified.

Other Professional Staff Members - BA speech therapist, occupational therapist, physical therapist, LPN, RN, child development specialist, parent coordinator, and assistive technology specialist.

Reassignment - An involuntary change in assignment.

Transfer - A voluntary change in employee assignment.

Traveling Position - One that requires an employee to perform duties in more than one building.

Vacancy - A new or unfilled bargaining unit position which cannot be filled by a transferred, reassigned, or honorably dismissed employee.

3-2 Employee Assignment

- A. All bargaining unit members shall be given written notice of their tentative program assignments, and specific job assignment, i.e., EC, Primary, Intermediate/Junior High, and Senior High for the forthcoming year not later than the last employee workday of the school year. A tentative list of all bargaining unit members' assignments shall be provided to the Association President.
- B. In the case of a reassignment, the employee affected shall be notified in writing. The employee and an administrator will establish an agreed upon start date. Upon request of the employee the changes shall be promptly reviewed between the Superintendent, employee, and union representation (if elected by employee).
- C. On August 1 or the first business day following August 1, employee job assignments will be available at the building sites, including class list and classroom staff, but job assignments will remain subject to change by the Administration.

3-3 Vacancies

Central Office shall distribute to each program site a notice of all vacancies and new positions. Such notice shall be accompanied by a job description, and an indication as to whether or not the position is on the teachers' salary schedule or the assistants' salary schedule. If the vacant position is one which is to be paid by stipend, the notice shall include the amount of the stipend. Any employee desiring notification of a vacancy in a specific position or assignment will be given such notice if they file a request with the human resources staff. All requests must be renewed annually. Except in case of emergency, no such vacancy shall be filled on a permanent basis without such vacancy having been posted for at least five (5) workdays. The term posted as used in this paragraph shall mean the date the notice is received at all sites. The Association President or his/her designee shall be regularly furnished the updated listing of all vacancies prepared by the Superintendent or his/her designee. Any employee applying for a transfer who is not selected to fill the requested position may request, and upon such request, shall meet with the Superintendent to discuss the matter.

3-4 Transfer and Reassignment

A. Transfer

Any employee may apply for transfer where a vacancy exists. Such application shall be, in writing, to the Superintendent with a copy to the program principal. When potential transfers are considered by the Administration, the employee may, upon request, meet informally with the Superintendent to discuss any such change. Employees who are transferred shall not be required to physically move materials, supplies, and furniture as part of such move.

B. Reassignment

When an employee is reassigned after August 1, any employee thereby reassigned may submit his/her resignation without prejudice provided such resignation shall be given to the Superintendent within five (5) calendar days of his/her receipt of notice of reassignment, or within ten (10) calendar days of the date of mailing of such notice, whichever shall first occur. Notice will be mailed to the last known address of the employee or delivered personally to the employee. Employees who are reassigned shall not be required to physically move materials, supplies, and furniture as part of such move.

3-5 Collaborative Planning

Within each program, an instructional committee (PIC) and advisory committee (PAC) shall be established for the purpose of providing staff input into program planning. The PIC committee shall be chosen by the program administrator and shall include teachers, paraprofessionals, support staff, and others as deemed necessary. The PAC committee shall be elected by peers and may include others as deemed necessary by program administration.

The program administrator shall chair the committee. These committees shall make recommendations which shall not be binding upon the administration and/or the Board.

3-6 Internal Substitution

Internal substitution shall only occur when required and approved by the Principal or his/her designee. All requests for compensation must be pre-approved and completed by the Principal or Supervisor. Forms completed by the staff member will not be processed. Certified/licensed staff will be compensated at a rate of \$35 per day, Paraprofessionals, at a rate of \$25 per day. Partial days will be prorated to half-day increments.

Reasons for Compensation

1. Type 39 Paraprofessional assumes teacher responsibilities with substitute paraprofessional provided.
2. Type 39 Paraprofessional assumes teacher responsibilities without substitute paraprofessional provided.
3. A paraprofessional is absent and a substitute is not provided (with full student attendance).
4. Certified (not licensed) support staff assumes teacher responsibilities.

5. Support personnel, who are covered under the Collective Bargaining Agreement, are assigned to a vacancy in addition to previously assigned students assigned by October 1, 2012 and when the administration agrees that the therapist is carrying a full caseload. (\$35/day) *Support Staff members exceeding identified case load due to unique circumstance as identified by program administration will earn \$35 a day maintaining the unbalanced caseload.*
6. A teacher is required to combine classes (administrator discretion) based on student attendance.

3-7 Extended School Year Program

- A. If an extended school year program is conducted by SPEED, a list of anticipated extended school year positions in the District shall be distributed to all bargaining unit members at least four (4) weeks prior to the opening date of an extended school year program. Availability of positions will be determined by student registration.
- B. All positions in these programs shall be open to employees in the bargaining unit before they are opened to outside personnel. The positions shall be posted and awarded to the most senior qualified applicants, based on years of service within program or position; then years within SPEED; then from outside SPEED.
- C. ESY daily stipends will start at \$160 for certified staff/licensed staff and \$80 for paraprofessionals throughout the length of this contract. ESY daily stipends shall increase by \$10.00 per year for certified/licensed staff and \$5.00 per year for paraprofessionals throughout the length contract. [2012-13 \$160/\$80] [2013-14 \$170/\$85] [2014-15 \$180/\$90]
- D. No bargaining unit members will be eligible to work during extended school year program if they received a “needs improvement” or “unsatisfactory” overall on their last performance evaluation.

No bargaining unit members shall receive any other benefits. Said daily summer stipends are based upon a 4 1/2 hour workday. The Board, in its sole discretion, shall determine the number of workdays for the summer program.

3-8 Employee Evaluation

The primary purpose of employee evaluation shall be the improvement of employment skills contained in the job description and all evaluations shall be conducted in good faith to this end

and in accordance with the provisions of this Agreement. The criteria and procedures contained herein shall be applied uniformly throughout SPEED.

An Evaluation Committee shall review and recommend revisions to the evaluation instrument procedure and job descriptions after they are revised by administration. All job descriptions shall remain in place until replaced in accordance with the following: The administration will develop proposed job descriptions with input from the Evaluation Committee, including prioritizing, development and revision of job descriptions. Once a job description is adopted by the Board and in place by September 1 of each year, it may not be changed until the following school year unless required by law.

The Evaluation Committee shall consist of the SPEED Superintendent and/or designee and the SEA President and/or designees. The Evaluation Committee shall meet as needed. Any recommended revisions are subject to approval by the SEA and the Superintendent.

- A. Non-tenured certificated staff shall be formally evaluated at least once during each non-tenured year. Support employees who are licensed but not certificated will be formally evaluated by the SPEED supervisor and a licensed supervisor in the area of specialization at least once every two (2) years. Tenured certificated staff will be evaluated at least once every two (2) years. Non-certificated staff shall be formally evaluated at least once during each year. Except in cases of staff reassignments, the evaluation of all staff members shall be completed by March 1.
- B. Prior to October 1, employees will be informed as to who will be responsible for each employee's supervision and evaluation. At this time, the evaluation procedure and instrument to be used for the school year will be reviewed and each employee shall receive a complete copy of the evaluation instrument. Final responsibility for evaluating the SPEED employee shall rest with the SPEED Superintendent or the Superintendent's administratively certificated designee.
- C. Evaluation of Certificated or Licensed Employees
 - 1. Each SPEED supervisor will hold an individual pre-evaluation conference with each certificated or licensed employee to be formally evaluated. The purpose of this meeting shall be to discuss the expectations of the parties and to set the dates and specific times for observations.
 - 2. Each certificated or licensed employee shall be evaluated by a qualified administrator through personal observation in the employee's work area. Each evaluation shall be conducted with not less than two (2) on-the-job site observations by the evaluator for no less than thirty (30) consecutive minutes for each observation. The second observation shall be separated from the first by at least one (1) workday. All observations and

information used as part of an evaluation shall have been observed or confirmed by the evaluator.

3. A written evaluation shall be given to the certificated or licensed employee within five (5) school days of the final observation. Within five (5) school days of receipt of the written evaluation, but no less than 24 hours after receipt, a post-evaluation conference shall take place at a mutually agreeable time and date. An evaluation should include specific reasons for the ratings given. Any certificated or licensed employee who receives any unsatisfactory ratings, but is not placed on a remediation plan, will be provided specific suggestions for improvement developed by the evaluator and the employee.
 4. The certificated or licensed employee and the evaluator will discuss strengths and weaknesses after the first observation. The need for additional activities, observations, and technical assistance will be established, and a schedule for these activities will be decided. The observation and post-observation activities may be recycled until both parties agree that the evaluation is ready to be formalized, but no later than March 1. The completed formal evaluation shall be reduced to writing and submitted to the employee for signature by March 1.
- D. The employee shall sign and be given a copy of the formal evaluation report prepared by the evaluator. The employee's signature does not mean that he/she agrees with the contents of the evaluation but only that the evaluation has been discussed.
- E. An employee may submit additional comments to the written evaluation if he/she so desires. All written evaluations and the employee's comments are to be placed in the employee's personnel file. The immediate supervisor will sign the employee's response acknowledging that he/she read the material.
- F. Evaluative procedures, contained herein, are subject to the grievance procedure. Evaluative conclusions and remediation decisions are made in the sole discretion of the evaluating supervisor and are non-grievable and non-arbitrable.

3-9 Remediation of Staff

A. Certificated Employees

Certificated employees include: Teacher, Social Worker, Psychologist, Speech and Language Pathologist, Certified School Nurse, Behavior Interventionist, Instructional Interventionist, Case Manager, Transition Facilitator.

1. Tenured Certificated Employees

Remediation of tenured certificated employees shall be in accordance with the *Illinois School Code*.

2. Non-Tenured Certificated Employees

Non-tenured certificated employees in the third or fourth probationary year shall not be dismissed for performance reasons without at least one documented attempt to correct deficiencies. There shall be no requirement to correct deficiencies for non-tenured certificated employees who have not completed two continuous, full-time years of service.

B. Other Professional Employees

Other professional staff employees include: BA Speech Therapist, Occupational Therapist, Physical Therapist, LPN, RN, Child Development Specialist, Parent Coordinator and Assistive Technology Specialist.

The probationary period is defined as one calendar year commencing with the first day on which duties are performed as an employee covered by this agreement.

Other professional employees who have completed the probationary period shall not be dismissed for performance-based reasons without at least one documented attempt at remediation. At the request of the Union, the Superintendent shall discuss the termination of probationary employees with the Union. Probationary employees under this subparagraph B shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed the probationary period.

Upon completion of the probationary period, he/she shall acquire seniority retroactively from the date of employment. Completion of the probationary period does not entitle an employee to a just cause standard for discipline or dismissal.

C. Non-Certificated Employees

Non-Certificated employees include: Certified Occupational Therapy Assistant, Physical Therapy Assistant and Vocational Non-Certified.

The probationary period is defined as one calendar year commencing with the first day on which duties are performed as an employee covered by this agreement.

Non-certificated employees who have completed the probationary period shall not be dismissed for performance-based reasons without at least one documented attempt at remediation. At the request of the Union, the Superintendent shall discuss the termination of probationary employees with the Union. Probationary employees under this subparagraph C shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed the probationary period. Upon completion of the probationary period, he/she shall acquire seniority retroactively from the date of employment. Completion of the probationary period does not entitle an employee to a just cause standard for discipline or dismissal.

During the remediation process, the non-certificated employee may work with an employee who is a certificated or other professional as a consulting professional within the non-certificated employee's area of expertise.

D. Paraprofessionals

The probationary period is defined as one calendar year commencing with the first day on which duties are performed as an employee covered by this agreement. Probationary employees will be provided feedback quarterly on expectations and benchmarks developed by the evaluation team. Administration will provide opportunities for regular, extensive training for probationary employees.

Paraprofessionals who have completed the probationary period shall not be dismissed for performance-based reasons without at least one documented attempt at remediation at the request of the Union; the Superintendent shall discuss the termination of probationary employees with the Union. Probationary employees

under this subparagraph D shall have no seniority, except as otherwise provided in this Agreement, until he/she has completed the probationary period. Upon completion of the probationary period, he/she shall acquire seniority retroactively from the date of employment. Completion of the probationary period does not entitle an employee to a just cause standard for discipline or dismissal.

E. Non-Arbitrability and Grievability

Remediation of staff for performance-based reasons shall not be subject to grievance and/or arbitration.

3-10 Employee Discipline

A. A bargaining unit member shall be entitled to have present, a representative of the Association during any meeting which leads to disciplinary action. Should disciplinary action likely occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement. (When a request for representation is made, no disciplinary action shall be taken with respect to the bargaining unit member until a representative is present.) A bargaining unit member may choose which union representative is present provided it does not unreasonably delay the meeting. Disciplinary action is not performance based.

B. Possible disciplinary consequences include, but shall not be limited to the following:

- verbal warning
- written warning; copy given to employee and separate from verbal warning
- written warning; copy placed in employee's personnel file, with duration of time to remain in file stated in letter
- referral to the EAP
- suspension with pay
- suspension without pay
- restitution
- docking
- dismissal

The aforementioned disciplinary consequences shall not be construed to provide a hierarchy or progressive disciplinary system. Any of the consequences may be used at any time according to the severity of the incident or situation as determined by the Superintendent.

Other than verbal warnings and written warnings, no disciplinary action shall occur until the employee and his/her representative shall have had an opportunity to meet with the Superintendent.

- C. No bargaining unit member shall be dismissed or suspended without pay for disciplinary reasons without at least one (1) documented attempt by a supervisor (non-bargaining unit member) within a twelve (12) month period to correct the behavior. Exceptions to this may be made in the event of action on the part of the employee that may violate criminal or civil law or that may result in the violation of the civil or human rights of any student or staff.
- D. When SPEED administration determines that a disciplinary meeting is to be held, the affected employee shall be informed of the violation that is to be discussed. Disciplinary decisions resulting from the meeting shall be reduced to writing and presented to the employee within a reasonable amount of time.

ARTICLE IV

LEAVES

4-1 Board Approved Unpaid Leaves of Absence

- A. Except as otherwise provided by the Family Medical Leave Act, an employee with at least one (1) year of seniority credit may apply for and the Governing Board, in its sole discretion, may grant an unpaid leave of absence for a period not to exceed the balance of the current school year. Any employee who would/will be employed elsewhere in any manner during the leave in any function related to professional duties at SPEED shall so state in her/his application.
- B. The application shall be made initially to the Superintendent with a copy submitted to the program principal. Where possible, the employee shall make application to the Superintendent at least sixty (60) days prior to the commencement of the leave. One additional year of leave may be requested. Leaves for a period of less than one (1) semester shall be mutually agreed to by the employee and the Superintendent prior to submittal to the Governing Board.
- C. Approved leave shall be without pay and shall not entitle the employee to advance on the salary schedule unless the employee has worked in excess of ninety (90) school days for SPEED in the school year during the commencement of the leave, in which case the employee shall advance one (1) year on the salary schedule. Seniority shall accrue during Board-approved leaves of absence. If the leave commences at the beginning of the school year and continues for the entire school

year, no sick leave will be credited. If leave commences during the school year or terminates during the school year, full sick leave allotment will be credited.

- D. Conditions and benefits retained by the employee upon reinstatement following an unpaid leave are as follows:
1. All sick leave accumulated prior to the leave shall be retained.
 2. Seniority credit shall be accrued.
 3. Experience credits on the salary schedule shall be retained.
 4. Employees on leave shall be guaranteed a position within SPEED for which they hold proper certification or are otherwise qualified.
 5. Except as otherwise provided by the Family Medical Leave Act, employees may elect to continue on the Board insurance program at the employee's own expense.
- E. Employees on leave for one (1) semester or less shall notify the Superintendent of their intent to return or request an extension for the remainder of the school year or one additional year at least sixty (60) days prior to the end of the semester. Employees on leave for more than one (1) semester shall notify the Superintendent of their intent to return or request an extension for one (1) additional year by March 1 of the year prior to the end of the initial leave. An employee who fails to provide such notification shall be deemed to have abandoned their position.

4-2 Work-Related Injury

Should an employee become injured and unable to work due to a work-related injury or illness, in the event compensation is received, and at the employee's option, the Board shall pay one-third (1/3) of the employee's salary and will charge one-third (1/3) sick day for each day of absence. The Board shall make no payment if the employee has no accumulated sick leave.

4-3 Association Leave

In the event that the Association desires to send representatives to local, state, or national conferences, such representatives may be excused subject to the approval of the Superintendent.

4-4 Personal Business/Sick Leave

A. Personal Business

Each full-time employee shall be entitled to three (3) personal business days. Employees may use said leave to attend to those items of pressing personal business which cannot be attended to other than during school time and as sick leave.

1. Personal leave shall require the employee to notify, in advance, the Superintendent or the designee of the intention to use personal business day(s).
2. In the event of an emergency situation requiring the use of personal days, the employee shall notify the Superintendent/designee as soon as possible.
3. Unused personal business days shall be allowed to accumulate solely for the purpose of increasing each employee's accumulated and unused sick leave effective the first day following the conclusion of the school attendance year to a maximum of three (3) days per year.
4. The use of personal leaves for one (1) day prior to or following legal holidays (i.e., legal holidays defined as: Federal and State designated and included in the adopted school calendar of SPEED and/or its housing districts) shall be granted only at the discretion of the SPEED Superintendent.

B. Sick Leave

Each employee with 1 – 15 years of continuous service with SPEED shall be annually entitled to twelve (12) sick days. Employees with 16-25 years of continuous service shall be annually entitled to 15 sick days; and 26 or more years shall be annually entitled to 20 sick days.

Sick days shall be prorated for employees hired after the commencement of the school year. Sick leave shall be defined as personal illness, quarantine at home, or serious illness/death in the immediate family or household. If leave commences at beginning of school year and continues for the entire school year, no sick leave will be credited. If leave commences during school year or terminates during school year, full sick leave allotment will be credited.

C. Unused Sick Leave

Unused sick leave shall accumulate to 340 days.

Upon termination of employment, employees shall receive twenty-five dollars (\$25.00) for each unused sick leave day accumulated, after deducting those accumulated sick leave days to be applied, at the employee's option, to TRS or IMRF retirement credit, not to exceed a total payment for unused sick leave of one thousand five hundred (\$1,500.00).

Employees shall be required to complete four years of full-time employment, and must notify the Superintendent, in writing, of their resignation at least 30 days prior to the date of termination.

D. Notification of Unused Sick and Personal Leave

The Board shall notify each employee, prior to September 30, the number of sick days and personal leave days each employee has accumulated in SPEED. Employees must sign and return said notification to the business office within ten (10) working days after receipt; if the notification form is not returned within ten (10) working days, the business office records shall be deemed correct.

E. Bereavement Leave

At the discretion of the Superintendent, each employee shall receive three (3) days per year for the purpose of bereavement leave, with the option to request two (2) additional days for a maximum of five (5). There shall be no loss of accumulated sick leave.

F. Family and Medical Leave

1. At the election of either the Board or an eligible employee, an eligible employee requesting Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) may use any available accrued personal days toward the computation of days used as part of any 12 week period allowed.
2. At the election of either the Board or eligible employees, the eligible employee requesting Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) may use any available accrued paid sick leave toward the computation of days used as part of any 12 week period allowed.

3. If such election is made, and after all accrued personal or sick days have been expended, the Board shall grant any necessary additional unpaid leave so that the total of available Family and Medical Leave equals 12 weeks.

G. Abuse of Sick and/or Personal Leave

Employees who develop a pattern of excessive use of sick leave and/or personal leave are subject to discipline in accordance with Section 3-10 of this Agreement.

4-5 Sick Leave Bank

The Governing Board, in cooperation with the Association, shall establish a Sick Leave Bank to be administered by the Association. The Association shall establish rules for the implementation of the Bank which supplement and are not inconsistent with the following provisions:

- A. Membership in the Bank shall be voluntary. To be a member of the Bank, employees must join with an initial donation of two (2) days and rejoin each September by donating one (1) sick leave day for that school year to the Bank. Part-time employees contribute a half day. Each employee is limited to a total donation of two (2) days in any one school year. The total number of days available in the Bank shall not exceed 1,000 at the commencement of any school year.
- B. An employee may not withdraw days from the Bank for illness until the employee's own accrued sick leave has been depleted, a three (3) day period has transpired without pay for each illness, and a written verification of illness from a licensed physician has been received by the Sick Leave Bank Committee. Days withdrawn from the Bank by a given employee will be limited to a maximum of ninety (90) days and will not have to be replaced except as a regular yearly contributing member of the Bank.
- C. The Bank shall be applicable only to the illness of the employee.
- D. The Bank will be administered by a committee of employees: one (1) employee elected from each building and one (1) additional Committee member appointed by the Executive Board of the Association to chair the Committee. The rules and regulations governing the Sick Leave Bank will be formulated by this Committee and all administrative contingencies not covered by these rules will be decided by a simple majority vote of the Committee, or a quorum thereof. The Governing Board and the Administration of SPEED will be provided with copies of these

rules and regulations and of any addenda that result from such administrative decisions.

- E. The Committee will make a quarterly report to the Superintendent concerning days contributed to the Bank and all days withdrawn from the Bank. A copy of each written verification of illness from a licensed physician as submitted by an employee will be attached to the quarterly activity report.
- F. The employees shall not hold the Governing Board or the Administration of SPEED liable for any decisions made by the Sick Leave Bank Committee. The Association agrees to hold harmless the Governing Board and the Administration of SPEED for any claim, damages, or legal actions regarding the Bank.
- G. In the event that the Bank is terminated by action of the Sick Leave Bank Committee or by the dissolution of SPEED, the available days will be prorated to contributing members of the Bank as provided by the rules of the Sick Leave Bank Committee, except that no employee may receive more than the total number of days the employee contributed to the Bank.

4-6 Attendance Incentive

Central Office will calculate the average number of sick days used during the prior school year. Employees who take less than the average number of sick days from the previous year shall receive a stipend. The stipend amount will be determined as follows:

1. Amount expended on substitutes for sick employees in the previous year will be calculated.
2. Amount expended on substitutes in the current year will be calculated.
3. 60% of the difference between step 1 and 2 (1- 2) will be divided equally among employees who qualify.

The following employees do not qualify:

- Employees who have more than the average sick days as indicated above.
- Employees who are tardy more than twice in any month during the school year.
- Retirees who would violate the TRS 6% cap rule
- Employees who do not work the entire school year.

ARTICLE V

EMPLOYEE GUARANTEES

5-1 Duty-Free Lunch

Each employee is guaranteed a duty-free lunch period as per the applicable provisions of the *Illinois School Code*. When granted preapproval, (i.e. prior to a field experience) by a supervisor, or in the case of an emergency that is shared with the supervisor immediately after its occurrence, an employee who surrenders their duty-free lunch shall select one of the following two options: 1) compensation at a rate of \$15.00 per lunch period for paraprofessionals in the 2012-2013 year and increasing by \$5.00 increments for the life of this contract and \$20.00 per lunch period for certificated/licensed staff in the 2012-2013 year and increasing by \$5.00 increments for the life of this contract. Or, 2) a compensatory pass that can be used for 30 minute early release at the end of the school day as long as professional responsibilities are covered (as determined by the employee's supervisor). Emergencies are defined as, but not limited to, instances of staff shortage or a student behavior/emergency.

5-2 Tuition Reimbursement

The Board shall establish a fund of \$35,000 (cap) for the 2012-13 school year, \$40,000 (cap) for the 2013-14 school year, and \$45,000 (cap) for the 2014-15 school year, for all bargaining unit members for courses taken for tuition reimbursement.

- A. The following stipulations will apply:
1. Tuition reimbursement is expressly contingent upon employees receiving prior approval of all course work from the Superintendent.
 2. Courses should lead to a degree and/or are related to an employee's assignment.
 3. The employee must receive a grade of "B" or better to receive reimbursement.
 4. Official transcripts and tuition receipts must be furnished before reimbursement will be paid out.

5. Employees on an approved educational leave of absence shall be entitled to receive and/or apply for tuition reimbursement.
- B. Tuition reimbursement shall occur in the following way:
1. The District will reimburse the employee up to a rate of \$200.00 per hour for each graduate credit hour and \$150.00 per hour for each undergraduate credit hour, to a maximum of twelve (12) semester hours per year. However, in no instance shall the reimbursement exceed the employee's actual cost.
 2. To be eligible for tuition reimbursement, an employee must be employed in the District at the time of the distribution of funds.
 3. Employees will receive reimbursement for courses started July 1 through June 30. To be eligible for reimbursement employees must declare the number of credit hours to be completed by June 30 of the school year no later than October 1. By November 1 Central office will inform employees of the reimbursement amount per credit hour. If cap is exceeded, monies will be distributed on a pro-rated basis.
 - a. If on June 30 the cap has not been met, the remaining amount will be distributed among the employees who declared on or prior to October 1 up to the full reimbursement rate.
 - b. If on June 30 the cap has not been met and all employees who have met the October 1 deadline have been reimbursed at the full rate, any employee who submitted a request after October 1 but prior to taking Superintendent approved courses will be reimbursed proportionately based on remaining amount (under cap) divided by monies requested.
 4. To receive reimbursement, all employees must submit transcripts and receipts to the business office; within 60 days of receipt of final grades but no later than June 15th in the event an employee fails to submit transcripts and receipts, within 60 days or by June 30 (whichever comes first) the employee shall waive the right to reimbursement.
 5. A committee, which will include the Superintendent or designee and the SEA president or designee, will be formed to make recommendations to the Board around a "Grow your own Program." The purpose of this committee will be to develop a program that will support paraprofessionals moving into certified/licensed positions by accessing funds for tuition in order to pay the accredited college/university (up to 9 credit hours per year, at same rate as written in 5-2, B.1.) rather than

receiving reimbursement. This program will be funded using the aforementioned budgeted amount from this section and must be agreed upon by the SEA and the Board prior to implementation.

5-3 Jury Duty

Employees who are required to serve on juries shall suffer no loss of pay or benefits.

5-4 Conference and Professional Growth

An employee may attend local, state, or national conferences or workshops upon written application to the program principal, and subsequent sole discretionary approval of, the Superintendent. When an employee attends a professional conference, workshop, or activity outside of the District, such employee shall experience no loss of pay or benefits and SPEED shall reimburse the employee only for the documented expenses of the conference which are approved in advance by the program principal and Superintendent.

5-5 Mileage Reimbursement

When required by the Board to travel between SPEED locations and during the courses of the employee's business, an employee shall receive reimbursement for mileage at the maximum allowable rate allowed by the Internal Revenue Service (IRS) at the time the mileage is accrued.

5-6 Moving Classrooms

When the Superintendent or designee determines that it is necessary to call in employees to help relocate their classrooms and/or office space outside the normal workday because of a physical change in location, such employees shall be paid at their regular hourly-rate up to a maximum of seven (7) hours as approved by the Superintendent.

5-7 Accommodations for Employees With Disabilities

- A. A bargaining unit member seeking an accommodation may be represented by the Association in discussions with the Employer regarding such accommodation.
- B. Upon approving a request for an accommodation of a disability, which accommodation will alter the terms of the negotiated agreement as it pertains to the affected bargaining unit member(s), the Association will be informed of the extent and impact of the terms of the accommodation.

ARTICLE VI

SCHOOL HOURS AND EXTENDED HOURS

6-1 School Hours

- A. For those satellite classes housed by member districts, unless otherwise determined by the Superintendent, the employees shall follow the calendar, length of workdays, and attendance requirements as imposed by the housing district for certificated staff members. SPEED employees who are required to work any additional days over and above the calendar established by the SPEED Governing Board shall be compensated at their annual rate of pay divided by the number of days established by the SPEED calendar less emergency days. SPEED employees who work less than the number of days established by the SPEED calendar shall work the remaining days in their home program. Compensatory time shall not be substituted for compensation.
- B. For those programs housed exclusively in the SPEED Building or facilities leased exclusively for SPEED use, the employee shall follow the master calendar adopted by the SPEED Governing Board. The calendar should include no fewer than four (4) days of early release of students expressly for the purpose of record-keeping activities related to IDEA and other student-related paperwork. The school year calendar shall consist of 185 days which shall include five (5) emergency days. Unused emergency days shall not become workdays.
- C. For employees housed in the SPEED Building or facilities leased exclusively for SPEED use, the certificated/licensed staff members shall have seven and one-half (7-1/2) hour workday inclusive of a thirty (30) minute duty-free lunch and paraprofessionals shall have a seven (7) hour workday inclusive of a thirty (30) minute duty-free lunch.
- D. Employees who are required to work any additional days over and above the calendar established by the SPEED Governing Board shall be compensated at their annual rate of pay divided by the number of days established by the SPEED calendar less emergency days.
- E. Certificated/licensed staff may be required to attend two (2) evening events per year without receiving additional compensation. Any other evening meetings where attendance is mandated shall result in the certificated/licensed staff members receiving compensation equal to their hourly rate.

Paraprofessionals shall attend solely on a voluntary basis.

F. Traveling Employees

Any traveling employee shall be provided with preparation and lunch periods as would any other employee.

6-2 Compensatory Time

Compensatory time shall be granted on a time-for-time basis under the following circumstances:

- A. IEP Conferences scheduled to begin after the normal workday. Compensatory time will be granted for meetings which begin during the normal workday that extend a half hour or more beyond the normal workday.

ARTICLE VII

PROBLEM SOLVING PROCESS

7-1 The purpose is to resolve issues that affect student and staff well-being, safety and health or positive work environment within a reasonable amount of time as determined by the process.

7-2 Step 1

Before using this process, an attempt shall be made by the SEA staff member to resolve issues with the staff members and/or administrator who are closest to the problem. After this attempt has been made, an SEA member may choose to continue to step 2 in order to solve the problem.

7-3 Step 2 – Building Level

- a. The SEA member shall commit the problem to writing.
- b. The problem will be submitted to a building representative within the program.
- c. The SEA Member and a Building Representative will determine the level of urgency: yellow (least urgent), orange, red (most urgent).
- d. The Building Representative will present the written concerns to the building administrator.
- e. Within two school days, a future meeting date and time will be determined.
- f. During the future meeting, a plan will be developed that will include staff member responsibilities and administrator responsibilities along with agreed upon timelines.

7-4 Step 3 - Central Office Level

If the problem is not resolved at the building level, within the agreed upon time:

- a. The SEA member and the Building Representative will meet with a union board member and will submit their concerns in writing to Human Resources.
- b. Within two school days, a future meeting date and time will be determined. That meeting will occur with a Central Office Administrator other than the Superintendent.
- c. A plan will be developed that will include staff member responsibilities and administrators responsibilities along with agreed upon timelines.

7-5 Step 4 – Superintendent and Union President

If the problem is not resolved at the Central Office level, the SEA member, Union President or designee, and the Superintendent will meet and a solution including all parties involved will be made along with agreed upon timelines.

ARTICLE VIII

GRIEVANCE PROCEDURE

8-1 Definition

- A. A "grievance" shall mean a complaint by a member or members of the bargaining unit or by the Association that there has been a violation, misinterpretation, or misapplication of the provisions of this Agreement.
- B. All time limits consist of school days, unless otherwise provided herein, except that when a grievance is submitted fewer than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

8-2 Procedures

The parties hereto acknowledge that it is usually most desirable for a grievant and/or the Association and the immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the grievant/ Association, a grievance shall be processed as follows:

- A. The grievant/Association shall present the grievance, in writing, within twenty (20) days after the occurrence that gave rise to the grievance or within twenty (20)

days from the time the grievant could have reasonably expected to have knowledge thereof to the immediately-involved supervisor who will arrange for a meeting to take place within five (5) days after receipt of the grievance. An Association representative, the grievant/Association, and the immediately involved supervisor shall be present at this meeting. Within five (5) days of the meeting, the grievant/Association shall be provided with the supervisor's written response, including the reason(s) for the decision.

- B. If the grievance is not resolved at Step 1, then the Association shall refer the grievance to the Superintendent or the official designee within fifteen (15) days after receipt of the Step 1 decision. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and a representative as they deem necessary. Within five (5) days of the meeting, the Association shall be provided with the Superintendent's written response including the reason(s) for the decision.

If the grievance is not settled in Step 2 and the grievant desires to appeal, it shall be referred, in writing, by the grievant to the Operating Committee within ten (10) days after the answer in Step 2. The Operating Committee shall, within thirty (30) calendar days after receipt of the appeal, conduct a hearing for purposes of discussing the grievance with the grievant. The Operating Committee shall give its written answer to the grievant within ten (10) calendar days after the Board meeting. The Association, in its sole discretion, may elect, by notification to the Superintendent, to bypass Step 3 and proceed immediately to Step 4 of this procedure.

- C. If the Association is not satisfied with the disposition of the grievance at Step 3, the Association may submit the grievance to arbitration within thirty (30) school days after the receipt of the Board's decision in Step 3. The Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the Administrator of the proceedings.

The Arbitrator shall have no power to alter the terms of this Agreement.

8-3 No Written Response

If no written response has been rendered within the time limits indicated by a Step in the grievance procedure, then the grievance shall move to the next Step.

8-4 Bypass to Next Step

If the grievant/Association and the supervisor agree, any Step of the grievance procedure may be bypassed and the grievance brought directly to the next Step.

8-5 No Reprisals Clause

No reprisals shall be taken by the Board, SEA, or the Administration against any employee because of the employee's participation or non-participation in a grievance.

8-6 Filing of Materials

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

8-7 Grievance Withdrawal

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

8-8 Time Lines

Time lines may be extended by written mutual consent.

8-9 Association Participation--Employee Represented

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level for the purpose of assuring the contract procedure is followed, and no employee shall be required to discuss any grievance if the Association's representative is not present.

8-10 Association Participation--Employee Not Represented

If an employee elects not to be represented by the Association, the Association shall have the right to have its representative present to state its views at any stage of the grievance procedure.

8-11 Class Grievance

Class grievances are those involving more than one (1) employee within a division or program; or involving more than one (1) supervisor. Class grievances involving more than one (1) employee in a division or program should be filed in the usual manner in Step 1. Class grievances involving an Administrator above the building level may be initially filed by the Association in Step 2.

8-12 Fees and Expenses

The fees and expenses of the Arbitrator shall be shared equally by the parties.

ARTICLE IX

**MANAGEMENT RIGHTS AND
MID-TERM BARGAINING WAIVER**

9-1 Management Rights

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and by the United States, including but not limited to the responsibility for the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications; and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote or transfer all such employees, as limited by the following contract language.
- C. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching material, and the utilization of teaching aides of all kinds.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities, and assignments of certificated/licensed staff and other employees with respect thereto, and non-classroom assignments as limited by the following contract language.

The exercise of the foregoing powers, rights, authorities, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations, in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

9-2 Waiver of Mid-Term Bargaining

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist under law, practices, or custom to negotiate any further agreements effective for or during the terms of this Agreement which were the subject of negotiations.

The foregoing notwithstanding, the Association reserves the right to meet with the Board to negotiate:

- A. Impact issues attributable to increase in staff or reduction in staff due to reorganization of SPEED, and
- B. Impact issues raised by reorganization or program delivery by other Special Education Cooperatives or member districts.

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties.

9-3 Stipend Positions

Stipend positions are program specific and will be posted as needed. Application will be made to the program principal/supervisor. The program principal/supervisor will determine the individual qualified for the position. The following stipends will be paid:

A. Paraprofessionals

Paraprofessionals who hold a valid Illinois substitute certificate or other valid Illinois teaching certificate will be paid a stipend of \$450.00 per school year.

B. CAAEL Coordinator

The CAAEL Coordinator shall provide organized competitive team/individual activities under the official sponsorship of the school and the CAAEL

organization. The CAAEL Coordinator will be paid a stipend of \$400.00 per semester.

C. Special Olympics Coach

The Special Olympics Coach shall provide organized competitive team/individual activities under the official sponsorship of the school and Special Olympics. The Special Olympics Coach will be paid a stipend of \$675.00 per semester.

The Special Olympics Assistant Coach will be paid a stipend of \$400.00 per semester. The Special Olympics staff shall be paid a stipend of 200.00 per semester, with a \$100 additional stipend for overnight (staff only).

D. Activities Outside Regular School Hours

For activities approved in advance by the program principal/supervisor with student contact outside regular school hours, the following stipends will be paid:

1. \$30.00 plus mileage reimbursement for after school and/or evening activities;
2. \$50.00 per day plus mileage reimbursement for weekend activities; and
3. \$100.00 per night plus mileage reimbursement for overnight activities on a weeknight.

E. Mentors

Bargaining unit members who participate as mentors will receive compensation as follows:

1. \$200.00 payable on September 15 for completion of training (1 day of training and 2 day orientation) outside the regular school calendar and school day; and
2. \$400.00 payable on May 30 for completion of mentoring activities for an entire school year (prorated for mentoring activities which do not last an entire school year).

F. Supervision by Certified Speech and Language Pathologist

The Board shall pay Certified Speech and Language Pathologists to supervise up to two BA Speech Therapists at their regularly hourly rate for up to three hours per week of supervision.

G. Paraprofessionals with Extended Hours

The Board shall pay employees that work in the positions of Media, Medical Paraprofessionals, Transition Paraprofessionals, the Family Enrichment Program or any additional Paraprofessional position as determined by the Superintendent will be compensated their hourly rate times 90 (hourly wage x 90) as indicated on assignment letters.

9-4 Retirement Incentive

A. Certificated and Licensed Employees

1. If a certificated or licensed employee gives the Board an irrevocable notice of intent to retire by September 1, 2012 four years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, in addition to all creditable earnings exempt from the TRS 6% rule, for each of his/her remaining four years of service.

If a certificated or licensed employee gives the Board an irrevocable notice of intent to retire after September 1, 2012 four years prior to the year of retirement, the Board shall pay him/her a 4% retirement incentive, in addition to all creditable earnings exempt from the TRS 6% rule, for each of his/her remaining four years of service.

Once a certificated or licensed employee submits an irrevocable notice of intent to retire by September 1, that employee shall be removed from the salary schedules contained in this Agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings of the certificated employee in the year prior to the submission of the irrevocable notice of intent to retire. Once the certificated employee submits an irrevocable notice of intent to retire, in no case will the employee's non-exempt TRS creditable earnings increase exceed 6% of the previous year; however, in addition to this increase, all creditable earnings exempt from the TRS 6% rule shall be paid.

If, after submitting an irrevocable notice of intent to retire by September 1, the certificated or licensed employee resigns from or is dismissed for

cause from duties for which the employee was paid a stipend or additional compensation for the previous year, the retirement incentive for that employee will be recalculated accordingly.

Example: Creditable Earnings increases for certificated or licensed employees under 4% retirement incentive program =

Baseline Creditable Earnings	63,200.00
Year 1	65,728.00
Year 2	68,357.12
Year 3	71,091.40
Year 4	73,935.06

2. Requirements to Qualify

- a. A certificated or licensed employee must have completed at least ten (10) consecutive years of full-time employment by SPEED (including approved leaves of absence) immediately prior to submittal of a notice of intent to retire; and
- b. A certificated employee:
 - i. Must be at least 60 years of age by December 31 of the year of retirement; or
 - ii. Must be at least 55 years of age by December 31 of the year of retirement with 35 or more years of service with the Illinois Teachers' Retirement System.
- c. A licensed employee must be at least 55 years of age by December 31 of the year of retirement.

3. In the event a certified employee fails to meet the TRS creditable service requirements of paragraph 2.b.ii. because of qualifying events in his/her last year of employment, the administration shall work with the employee and the Association to extend his/her employment for a sufficient length of time to satisfy the requirements of paragraph 2.b.ii.

Qualifying events include, but are not limited to:

- death of a spouse
- death of a child

- change in marital status (marriage, divorce, legal separation)
 - permanent disability
 - terminal illness or serious long term medical condition of the teacher that reduces the individual's quality of life
 - care for a terminally ill spouse, child, or parent.
4. If, during the term of this agreement, any legislation and/or TRS rules/regulations are enacted or not re-enacted and/or adopted or generated by this Agreement, the parties agree to meet and bargain.

Limitation on TRS Creditable Compensation

The purpose of this section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by SPEED of a Board-paid contribution to TRS, or any Board liability to fund any portion of a certificated employee's TRS annuity due to increase in compensation from one year to the next. This section does not apply to certificated employees who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned.

No certificated employee's TRS earnings from employment in SPEED, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein. Any certificated employee whose creditable TRS earnings from employment in SPEED exceed the amounts specified herein in any year used to calculate a TRS pension, shall be prohibited from participating in this retirement incentive.

No certificated employee's TRS creditable earnings from employment in SPEED including, but not limited to:

- vertical and horizontal salary schedule movement;
- stipends;
- salary increases;
- extra duties;
- changes in position; or
- Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than 6% or be otherwise increased so as to create liability on the part of the Board for any portion of a certificated employee's retirement annuity, or result in

any Board-paid contribution to TRS. If the sum or percentage amount which triggers any obligation for the Board to pay additional amounts to cover all or part of a certificated employee's retirement annuity or cover any Board-paid contribution to TRS decreases, then the maximum of the certificated employee's creditable TRS earnings from employment in SPEED shall similarly decrease so as to avoid any Board-paid contribution.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a certificated employee's TRS creditable earnings would increase by more than 6%, or any such lesser amount that would trigger a Board-paid contribution to TRS due to salary increase in any year over a prior year, that employee shall receive only the maximum increase to TRS creditable compensation allowed under this retirement incentive.

5. If the certificated or licensed employee resigns from a stipend during the length of the last four years, the retirement incentive amount will be reduced accordingly.
6. This retirement incentive shall not be available to any certificated employee for whom the Board would incur a contribution to TRS due to an increase of more than 6% in that teacher's creditable earnings in any year used to calculate the teacher's pension benefit.
7. The Board may limit the number of certificated employees who may retire under the TRS early retirement option to 10% of those eligible in any year.

B. Paraprofessionals

During the four (4) school years preceding retirement, no more than 6% will be added to the salary of each paraprofessional who qualifies. To be eligible, the paraprofessional must be eligible for pension benefits under IMRF, have reached age 55, have been an employee of the Board for at least 10 consecutive years of full-time employment (including approved leaves of absence) immediately prior to submission of a letter of intent to retire, and have submitted to the Superintendent on or before the first day of the school year in which the employee intends to retire, a letter of intention to retire and irrevocable resignation effective at the end of that school year. In the event that a paraprofessional submits a letter of intention to retire and an irrevocable resignation on the first day of school four years prior to the end of the school year in which the paraprofessional intends to retire, and is otherwise qualified,

no more than 6% will be added to the salary of each such paraprofessional in each of the four years preceding retirement. All sums payable under this subparagraph shall be subject to all required withholding, including IRS, IMRF, etc. In the event of a qualifying event after submission of an irrevocable resignation and notice of intent to retire by a paraprofessional, the paraprofessional may withdraw the resignation and notice of intent to retire upon repayment of the retirement incentive provided herein. Qualifying events include, but are not limited to the following:

- death of a spouse
- death of a child
- change in marital status (marriage, divorce, legal separation)
- permanent disability
- terminal illness or serious long term medical condition of the teacher that reduces the individual's quality of life
- care for a terminally ill spouse, child, or parent.

C. Health Insurance after Retirement

Except as required by law, the Board shall not be responsible for health insurance for any employees upon retirement.

- D. In any of the qualifying events mentioned above, the employee may tender a written proposal for the withdrawal of his/her statement of intent to retire and request for retirement incentive. As a condition of the Board's consideration of the request, the employee will agree to a wage deduction that will repay the Board any retirement incentives paid to the employee to date. Repayment by wage deduction shall be completed within 180 calendar days of the Board's approval of the withdrawal. The Board may accept or deny the request to withdraw the request in its discretion, and the Board's acceptance or denial of such shall not be reviewable under the grievance procedures or precedential in effect.

9-5 Salary Formula

All employees covered by this contract shall receive an increase in salary for the 2012-2013 school year in the amount of \$1,150. This amount will be added to their 2011-2012 base salary and shall not exceed 6%.

Occupational Therapists and Physical Therapists salaries are equal to 10% over and above the amount at the appropriate step on the certificated schedule.

Certificated Occupational Therapist Assistant's and Physical Therapist Assistant's salaries are equal to 10% over and above the amount at the appropriate step on the certificated schedule times 77%.

RN + Bachelors Degree without school nurse certification shall receive 90% of the amount at the appropriate step on the teacher salary schedule.

RN + Associates Degree shall receive 80% of the amount at the appropriate step on the teacher salary schedule.

LPN shall receive 77% of the amount at the appropriate step on the teacher salary schedule.

9-6 Insurance

All insurance benefits shall remain frozen for the 2012/2013 school year.

The Board shall pay the premium up to a maximum of 446.63 per month (cap) for individual health insurance for each employee for the 2012-2013 insurance year and \$267.98 per month for the 2012/2013 insurance year. Board shall provide each employee with individual dental insurance coverage. The Board shall provide each full-time employee group term life insurance in the amount equal to their annual salary, but not less than \$30,000.

At the expense of the Board, the opportunity to enroll in a flexible spending plan will be provided to each employee.

The School Improvement Team will be charged with investigation of insurance policies, benefit options, cafeteria plans, tailored policies, cost containments, additional tiers and any other relevant information. The Team will make its recommendation to the Superintendent. The Superintendent may make a recommendation to the Governing Board.

9-7 Employee Assistance Plan

The Board shall establish an Employee Assistance Plan (EAP). Enrollment in the EAP shall be mandatory for all bargaining unit members, including part-time employees. The premiums for the EAP shall be paid one-half by the Board and one-half by the bargaining unit member. The bargaining unit member's share of the annual premium shall be deducted in one lump sum from the member's salary on or about September 15 of each school year.

9-8 Procedure for Lane Change Requests

An increase of 1.5% will be added to the base salary per lane change for the 2012-2013 school year with no restrictions on the number of lane changes an employee can request.

Any employee desiring a lane change must submit official transcripts verifying the request to Central Office.

The adjusted salary which was created by the lane change will take effect on the second payday following submission. The increase in salary will be viewed as a contract adjustment and divided by the remaining pay periods. There will be no retroactive check issued.

9-9 Professional Development Requirements for Paraprofessionals

During each school year, all paraprofessionals are required to participate in 18 hours of professional development in order to advance a step on the salary schedule for the following year. Professional Development activities can include the following:

- October Institute
- February Institute
- One optional day training
- CEO Academy (with prior approval from administration)
- Apple Strands
- District level team meetings (District Instructional, Professional Development, School Improvement)
- Outside conferences (with prior approval from administration)
- Two professional development opportunities offered within each program during school improvement days.
- Paraprofessionals who complete a minimum of one college course (2 credit hours or more) approved by administration with a grade of C or better.

Evidence of successfully completing professional development hours or coursework must be submitted to Central Office by June 30 of each school year. If a paraprofessional fails to meet the requirements by the June 30 deadline, the paraprofessional will be frozen on the step for the school year in which the requirements were not met. Regardless of the length of time a paraprofessional is frozen, the paraprofessional can only advance one step on the salary schedule during each school year upon meeting the requirements of this Section.

ARTICLE X
NEGOTIATION PROCEDURES
AND EFFECT OF THE AGEEMENT

10-1 Successor Agreement Date

The parties shall commence bargaining for a successor Agreement on or before February 1, 2015.

10-2 Agreement Provisions

In the event any policy, rule, or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

10-3 Legal Implications

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, or conflict with the laws, ordinances, rules, or regulations of any state or local legislative or administrative body, said Article, Section, or Clause as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, ordinance, rule, or regulation, but the remaining Articles, Sections, or Clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted Article, Section, or Clause.

All understandings, awards, and/or agreements reached and ratified under this procedure shall be reduced to writing, signed by each party, and made a part of the Collective Bargaining Agreement.

10-4 Contract Distribution

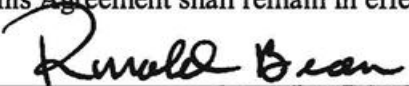
Costs related to the printing of the Agreement shall be shared equally by the Board and the Association.

10-5 Duration

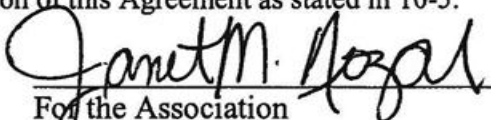
This Agreement shall be effective the first employee workday of the 2012-2013 school year. The Agreement, in its entirety, shall remain in full effect through August 31, 2015.

10-6 Re-Opener

The parties agree to re-open this Agreement solely for the purpose of negotiating salary and benefits after one year (2013-2014) and for language after three years (2014-2015). All other provisions of this Agreement shall remain in effect until the expiration of this Agreement as stated in 10-5.



For the Board



For the Association

Date: 5/24/12

Date: 5/24/12

**SPEED CERTIFIED
BEGINNING SALARY SCHEDULE
2012/2013**

LEVEL	BA	BA8	BA16	BA24	MA	MA16	MA32
	1	2	3	4	5	6	7
1	36,172	36,506	37,152	37,811	39,042	39,739	40,450
2	36,823	37,407	38,073	38,751	40,019	40,736	41,470
3	37,802	38,406	39,092	39,791	41,096	41,835	42,590
4	38,811	39,435	40,141	40,862	42,205	42,968	43,744
5	39,850	40,494	41,222	41,965	43,349	44,133	44,934
6	40,920	41,586	42,335	43,100	44,526	45,335	46,159
7	42,023	42,710	43,483	44,271	45,739	46,572	47,420
8	43,158	43,869	44,664	45,475	46,988	47,845	48,719
9	44,327	45,061	45,881	46,715	48,274	49,157	50,058
10	45,532	46,290	47,135	47,995	49,599	50,509	51,438
11	46,773	47,556	48,426	49,311	50,963	51,901	52,857
12	48,052	48,860	49,754	50,667	52,369	53,335	54,319
13	49,368	50,202	51,123	52,064	53,817	54,812	55,826
14	50,723	51,585	52,535	53,503	55,309	56,333	57,377
15	51,707	53,010	53,988	54,985	56,846	57,900	58,975
16	52,981	54,013	55,484	56,512	58,427	59,514	60,622
17	52,981	55,036	56,536	58,084	60,057	61,176	62,318
18	52,981	56,079	57,610	59,188	61,735	62,888	64,064
19	52,981	57,143	58,705	60,315	63,464	64,652	65,862
20	52,981	58,229	59,850	61,464	64,676	66,468	67,715
21	52,981	58,229	61,018	62,636	65,912	67,740	69,012
22	52,981	58,229	62,210	63,831	67,173	69,038	70,335
23	52,981	58,229	63,425	65,050	68,459	70,361	71,684
24	52,981	58,229	64,665	66,294	69,771	71,711	73,061
25	52,981	58,229	65,930	67,591	71,138	73,088	74,464
26	52,981	58,229	67,219	68,914	72,532	74,492	75,896
27	52,981	58,229	67,219	70,264	73,954	75,925	77,357
28	52,981	58,229	67,219	71,640	75,404	77,386	78,847
29	52,981	58,229	67,219	73,044	76,883	78,876	80,366
30	52,981	58,229	67,219	74,477	78,392	80,396	81,916
31	52,981	58,229	67,219	74,477	79,931	81,947	83,497
32	52,981	58,229	67,219	74,477	81,501	83,528	85,110
33	52,981	58,229	67,219	74,477	83,102	85,142	86,755
34	52,981	58,229	67,219	74,477	84,736	86,787	88,433
35	52,981	58,229	67,219	74,477	84,736	88,466	90,144
36	52,981	58,229	67,219	74,477	84,736	90,178	91,889
37	52,981	58,229	67,219	74,477	84,736	91,924	93,670

**SPEED PARAPROFESSIONAL
BEGINNING SALARY SCHEDULE
2012-2013**

Level	Certificate	60-90 hours	91+ hours
	1	2	3
1	16,700	17,298	18,270
2	17,035	17,648	18,644
3	17,378	18,007	19,028
4	17,730	18,374	19,421
5	18,091	18,751	19,824
6	18,460	19,137	20,236
7	18,839	19,533	20,660
8	19,227	19,938	21,094
9	19,625	20,354	21,538
10	20,033	20,781	21,994
11	20,452	21,217	22,461
12	20,880	21,665	22,940
13	21,320	22,124	23,431
14	21,770	22,595	23,934
15	22,232	23,077	24,450
16	22,676	23,538	24,938
17	23,130	24,009	25,437
18	23,592	24,489	25,946
19	24,064	24,979	26,465
20	24,545	25,478	26,994
21	25,036	25,988	27,534
22	25,537	26,508	28,085
23	26,048	27,038	28,646
24	26,569	27,579	29,219
25	27,100	28,130	29,804
26	27,642	28,693	30,400
27	28,195	29,267	31,008
28	28,759	29,852	31,628
29	29,334	30,449	32,261
30	29,921	31,058	32,906
31	30,519	31,679	33,564
32	31,129	32,313	34,235
33	31,752	32,959	34,920
34	32,387	33,618	35,618
35	33,035	34,290	36,331
36	33,696	34,976	37,057
37	34,369	35,676	37,798