

**Collective Bargaining Agreement
Between SPEED**

and

SPEED Education Association



September 1, 2023 – August 31, 2027

TABLE OF CONTENTS

<u>ARTICLE DESCRIPTION</u>	<u>PAGE</u>
I. RECOGNITION.....	1
II. RIGHTS AND RESPONSIBILITIES OF THE ASSOCIATION AND THE BOARD.....	2
2-1 Non-discrimination.....	2
2-2 Organization.....	2
2-3 Contracts.....	2
2-4 Use of Buildings.....	2
2-5 Use of Equipment.....	2
2-6 Board Meetings.....	3
2-7 Information.....	3
2-8 Employee Lists.....	3
2-9 Personnel Files.....	3
2-10 Meetings with the Executive Director/Superintendent.....	4
2-11 Transportation of Students.....	4
2-12 Seniority.....	4
2-13 Reduction-In-Force.....	5
2-14 Strikes and Lockouts.....	6
2-15 Board Agenda and Minutes.....	6
III. ASSIGNMENTS, EVALUATIONS, VACANCIES, TRANSFERS AND PROMOTIONS.....	7
3-1 List of Terms.....	7
3-2 Employee Assignment.....	8
3-3 Vacancies.....	8
3-4 Transfer and Reassignment.....	9
3-5 Collaborative Planning.....	9
3-6 Job Descriptions.....	10
3-7 Employee Evaluation.....	10
3-8 Remediation of Staff.....	11
3-9 Employee Discipline.....	13

TABLE OF CONTENTS

<u>ARTICLE DESCRIPTION</u>	<u>PAGE</u>
IV. LEAVES	14
4-1 Board Approved Unpaid Leaves of Absence.....	15
4-2 Association Leave	16
4-3 Personal Business/Sick Leave.....	16
4-4 Sick Leave Bank.....	19
4-5 Vacation for Custodians and Maintenance	20
V. EMPLOYEE GUARANTEES.....	20
5-1 Jury Duty	20
5-2 Conference and Professional Growth.....	21
5-3 Accommodations for Employees with Disabilities.....	21
VI. SCHOOL HOURS AND EXTENDED HOURS	21
6-1 School Hours	21
6-2 Compensatory Time	23
VII. PROBLEM SOLVING PROCESS.....	23
7-1 Definition.....	23
7-2 Step 1 – Personal Level.....	23
7-3 Step 2 – Building Level.....	23
7-4 Step 3 – Central Office Level.....	24
7-5 Step 4 – Executive Director/Superintendent and Union President	24
VIII. GRIEVANCE PROCEDURE	24
8-1 Definition.....	24
8-2 Procedures	24

TABLE OF CONTENTS

<u>ARTICLE DESCRIPTION</u>	<u>PAGE</u>
8-3 No Written Response.....	25
8-4 Bypass to Next Step	25
8-5 No Reprisals Clause	26
8-6 Filing of Materials	26
8-7 Grievance Withdrawal.....	26
8-8 Time Lines.....	26
8-9 Association Participation--Employee Represented.....	26
8-10 Association Participation--Employee Not Represented.....	26
8-11 Class Grievance	26
8-12 Fees and Expenses.....	26
IX. MANAGEMENT RIGHTS AND MID-TERM BARGAINING WAIVER.....	 27
9-1 Management Rights.....	27
9-2 Waiver of Mid-Term Bargaining.....	27
X. COMPENSATION.....	28
10-1 BENEFITS.....	28
A. Attendance Incentive.....	28
B. Employee Assistance Plan	28
C. Insurance.....	29
D. Tuition Reimbursement.....	29
10-2 EXTRA DUTY.....	30
A. Activities Outside Regular School Hours	30
B. Duty-Free Lunch	31
C. Internal Substitution	31
D. Moving Classrooms.....	32
E. Stipend Positions	32
10-3 PART-TIME EMPLOYEES	34
10-4 RETIREMENT	34

TABLE OF CONTENTS

<u>ARTICLE DESCRIPTION</u>	<u>PAGE</u>
10-5 SALARY	40
A. Extended School Year Program.....	40
B. Compensation for Professional Growth.....	40
C. Mileage Reimbursement	41
D. Educational Support Personnel.....	41
E. Paraprofessionals with Extended Hours	41
F. Payroll Deductions	41
G. Payroll Procedures	41
H. Salary Formula.....	42
I. Work Related Injury.....	42
XI. NEGOTIATIONS PROCEDURES AND EFFECT OF THE AGREEMENT.....	43
11-1 Successor Agreement Date	43
11-2 Agreement Provisions.....	43
11-3 Legal Implications	43
11-4 Contract Distribution	43
11-5 Duration	44
Signatures	44
SPEED Educational Support Personnel/Paraprofessional Salary Schedule	45
SPEED Certified and Licensed Professional Salary Schedule	46
SPEED Custodian Salary Schedule	47
SPEED Maintenance Salary Schedule	47

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/licensed staff members, other non-certified staff members, other licensed professional staff members, and paraprofessional educators (sometimes referred to as paraprofessionals), whether under contract, either verbal or written, or on leave.

Bargaining unit members shall include all certificated/licensed 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 Executive Director/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, 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 Executive Director/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 Executive Director/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 or position of bargaining unit members for which dues are deducted within seven calendar days of their last day of work. The Board shall provide a roster of all returning employees and the amount being deducted for SEA membership dues.

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, within 7 business days of the employee's 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 Meetings with the Executive Director/Superintendent

The Association President or his/her designees shall meet bi-monthly, with option to meet more often if necessary as agreed by the parties, with a supervisor (designated by the Executive Director/Superintendent) and the Executive Director/ Superintendent or his/her designee, to discuss mutual concerns.

2-11 Transportation of Students

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

2-12 Seniority

- A. Seniority is the length of the employee's continuous service with the Employer starting with the date of hire. Seniority shall accrue in five categories: Certified, Custodians and Maintenance, Licensed Professionals, Educational Support Personnel 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 in all sites. 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 five 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 employees who work 50% or more FTE including their certification in seniority order determined by the date of hire. Five categories of positions as follows: Certified, Custodians and Maintenance, Licensed Professionals, Educational Support Personnel, and Other Non-Certified.
- 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) or more newly hired employees within the same category are equal in seniority, determination of the most senior employee shall be made by drawing lots in the presence of the affected employees and a representative of the Association within 10 business days following the Board approval of new hires. The new employees will be notified by mail of the results of the lot draw within 5 days of the draw. This order will be reflected on the next published seniority list.

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.

2-13 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 certified employees and by seniority as determined by date of hire for other professional, paraprofessionals, and other non-certified employees.

- B. Employees honorably dismissed through Reduction-in-Force will be recalled based upon eligibility and qualifications. Each eligible individual will be mailed a letter (certified, receipt requested) and notified by email or phone, if possible, offering a position. His/her response must be received in the Central Office within seven (7) calendar days from the time the certified letter was received, to accept/reject the position. If a response (accept or reject) is not received in the Central Office within seven (7) days, that individual's recall rights are ended and the position will be offered to the next most eligible individual. The next eligible individual(s) will be notified of open positions as a vacancy occurs. Those individual(s) will have seven (7) calendar days to accept or reject the offered position. Failure to respond (accept or reject) will be construed as a rejection. Once an individual rejects an offered position, that individual's recall rights are ended.

2-14 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 Executive Director's/Superintendent's discretion. Any disputes over such an accommodation are grievable only to the Board level and shall not be non-arbitrable.

2-15 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.

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

3-1 List of Terms

The following terms shall have the following meanings:

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

Current Employees hired on or before 12/31/15 shall remain in one of the existing five categories: Certified/Licensed, Custodians and Maintenance, Licensed Professional, Other Non-Certified and Educational Support Personnel and maintain seniority with all salary, stipends and benefits allotted thereof. As of January 1, 2016, no new employees will be hired or listed as Other Non-Certified.

Certified/Licensed:

An employee who holds a valid Illinois Professional Educator license and certification under Article 21 of the Illinois School Code and is eligible for TRS. (Includes Teachers, Intervention Specialists, School Social Workers, Speech-Language Pathologists, Certified School Nurses, School Psychologists, and those who hold positions requiring one of these licenses.)

Custodian and Maintenance Professionals:

These are employees eligible for IMRF and whose assignment either primarily consists of cleaning SPEED properties and maintenance of SPEED properties.

Educational Support Personnel:

These are paraprofessionals educators as defined in School Code Article 21 B-20 (2)(J) and are eligible for IMRF, and others whose assignment primarily consists of assisting teachers in the instruction of students or providing other assistance to benefit students during the school day (includes paraprofessionals educators, medical assistants/health aides and other positions as may be added).

Licensed Professionals:

These are Professionals who hold a license issued by the Illinois Department of Financial and Professional Regulation or a license, approval, or certificate issued by a recognized entity that is required for the performance of his/her duties and responsibilities as an employee. This includes OTs, PTs, LPNs, RNs, COTAs, PTAs, Child Development Specialists, Assistive Technology Specialist, Translators, BCBAs, Vocational Coordinator, and Educational Interpreters. COTAs, PTAs, and Vocational Coordinator will not lose prior seniority by placement as Licensed Professionals.

Other Noncertified Staff Members:

These are Professionals including media, medical support personnel, and transition coaches who are eligible for IMRF.

Professional Learning Community (PLC):

A group of employees that are involved in extended learning opportunities to foster collaborative learning among colleagues within a particular work environment or field.

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.*, Early Childhood, Primary, Intermediate/Junior High, Senior High and Academy for Lifelong Learning 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 by certified mail to the last known address of the employee or delivered personally to the employee at least 7 days prior to the change taking effect. 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 Executive Director/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, access to student files, and classroom staff, but job assignments will remain subject to change by the Administration.

3-3 Vacancies

Central Office shall distribute an Electronic notice via Speed intranet 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 Educational Support Personnels' 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 Electronic notice is posted via Speed intranet. The Association President or his/her designee shall be regularly furnished the updated listing of all vacancies prepared by the Executive Director/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 Executive Director/Superintendent to discuss the matter.

3-4 Transfer and Reassignment

A. Transfer

Any employee may apply for a transfer where a vacancy exists. Such application shall be, in writing, using the Employee Transfer Request form. The form shall be submitted to the program principal. The employee may, upon request, meet informally with the program principal 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 Executive Director/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 School, a School Improvement Planning Team (SIPT) shall be established by the Executive Director to address school improvement 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 committees. These committees shall make recommendations which shall not be binding upon the administration and/or the Board.

A. Professional Collaboration

It is agreed that professional collaboration is essential for the continuous improvement in teaching and learning.

B. Collaborative Team Planning

Collaborative team planning is integral to all programs. Program administrators will provide dedicated time for teams to discuss classroom needs and concerns.

C. Plan Time

Each certified and/or licensed professional who delivers instruction or therapy to students shall have a minimum of 180 minutes per week of scheduled planning time exclusive of the duty-free lunch period. Each planning period will be a minimum of 30 minutes. Plan time is for any work related activities that do not involve direct instructional or therapy time. Time may include co-planning, planning for co-teaching, mentoring and/or coaching, infrequent meetings with the principal and staff development, and meetings with parents as scheduled by the teachers/therapists. For early childhood teachers and child development specialists, non-student contact time is considered plan time.

Efforts will be made to maintain plan time. However, the parties agree and understand that on occasion planning time may be shortened or interrupted because of professional responsibilities. In a week that includes events, such as field trips or assemblies, the parties recognize and agree that the full amount of plan time set forth in this provision may not be provided or available. Professional staff may leave the building during plan periods only with the prior permission of the Principal or designee.

D. Release Time

Each certified and/or licensed professional who delivers instruction or therapy to students shall be released from instructional duties for 1/2 day per quarter to work on IEP paperwork in preparation for IEP meetings, re-evaluation meetings and required quarterly reports. The bargaining member must be on campus during these hours. A substitute will be provided as necessary. The days and times will be assigned by the building principal at the beginning of each semester.

3-6 Job Descriptions

All job descriptions shall remain in place until replaced with the following:

- A. The administration will develop/revise job descriptions with input from the SEA President or designee prior to posting new positions or reassigning employees.
- B. Job descriptions for filled positions will not be changed after September 1 of each year, without the mutual agreement and approval of the SEA President or designee.

3-7 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 and uniformly in accordance with the provisions of this Agreement.

- A. An Evaluation Committee shall be established at the beginning of each school year and consist of the SPEED Executive Director/Superintendent and/or designees(s) and the SEA President and/or designee(s). The Evaluation Committee shall meet as needed to review and revise evaluation instruments and procedures. Any recommended revisions are subject to approval by the SEA and the Executive Director/Superintendent.
- 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. Blank evaluation procedures and instruments will be made available to employees electronically. Evaluations will be completed by licensed administrators, except that Custodians and Maintenance shall be evaluated by their supervisor or an administrator, except that Custodians and Maintenance shall be evaluated by their supervisor or an administrator. Evaluations of all staff members shall be completed by March 1st of each school year.
- C. Evaluation of Certified or Licensed Employees
 - 1. The District, in collaboration with the Evaluation Committee, has developed Evaluation Plans in accordance with the provisions of Article 24A of the Illinois School Code for certified educators, and for other licensed professionals and paraprofessional staff. The Board agrees that no changes will be made to the provisions of the Plans without the prior notice of the Association and that the changes shall be developed in cooperation with the Association. No changes will be made to the procedural aspects of the Plans without the mutual agreement of the parties.
 - 2. Only procedural aspects of the Plans are subject to the grievance procedure provided that nothing herein shall limit the lawful authority of the Board to terminate teachers and professional staff in accordance with the provisions of section 5/24-11 and 5/24-12 of the Illinois School Code.
- D. Evaluation of Educational Support Personnel

After the fourth annual Educational Support Personnel evaluation, the evaluation process will be completed every other year instead of yearly except for those receiving an "unsatisfactory" rating in any category. Once a "satisfactory" or "excellent" rating is received in all categories, the ESP can then be evaluated every other year.
- E. Evaluation of Custodians and Maintenance

The District shall develop an Evaluation Tool upon which evaluations of Custodians and Maintenance shall occur annually.

3-8 Remediation of Staff

A. Certified/Licensed

Certified/Licensed employees include: an employee who holds a valid Illinois

Professional Educator license and certification under Article 21 of the Illinois School Code and is eligible for TRS. (Teacher, Intervention Specialist, Social Worker, Speech and Language Pathologist, Certified School Nurse, School Psychologist, and those who hold positions requiring one of these licenses.)

1. Tenured Certified/Licensed Employees

Remediation of tenured certified/licensed employees shall be in accordance with the *Illinois School Code*.

2. Non-Tenured Certified/Licensed Employees

Non-tenured certified/licensed 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 certified/licensed employees who have not completed two continuous, full-time years of service.

B. Licensed Professionals

Licensed Professionals include: Occupational Therapist, Physical Therapist, LPN, RN, Child Development Specialist, Assistive Technology Specialist, COTA, PTA, BCBA, Educational Interpreters, Translators, and Vocational Coordinators. 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 Executive Director/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. Other Non-Certified

Other Non-Certified employees include: Media Paraprofessional, Medical Support Personnel, and Transition Coaches who are eligible for IMRF.

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-certified 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 Executive Director/ 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-certified employee may work with an employee who is a certified or other professional as a consulting professional within the non-certified employee's area of expertise.

D. Educational Support Personnel and Custodians and Maintenance

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.

Educational Support Personnel, Custodians, and Maintenance 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 Executive Director/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.

3-9 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 Executive Director/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 Executive Director/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 the current school year or, in the case for maintenance and custodians, the fiscal year 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 ten (10) school days.

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 Executive Director/Superintendent with a copy submitted to the program principal. Where possible, the employee shall make application to the Executive Director/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 Executive Director/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 receive the salary increase. 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 Executive Director/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 Executive Director/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 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 Executive Director/Superintendent.

4-3 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. Except in cases of emergency or unavoidable situations, personal leave shall require the employee to notify, at least three days in advance, the Executive Director/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 Executive Director/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 Executive Director/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.

Educational Support Personnel that are probationary employees shall earn one (1) sick day per month during their probationary year. Upon successful completion of the probation, the employee will be awarded a prorated number of the contractual twelve (12) sick days for the remainder of the school year. Exceptions shall be granted only at the discretion of the SPEED Executive Director/ Superintendent.

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 thirty-five dollars (\$35.00) 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 seven hundred and fifty dollars (\$1,750.00).

Employees shall be required to complete four years of full-time employment, and must notify the Executive Director/Superintendent, in writing, of their resignation at least 30 days prior to the date of termination in order to qualify for payment of unused sick days under this paragraph.

D. Notification of Unused Sick and Personal Leave

The Board shall make available in electronic format, accessible by each employee, the number of sick days and personal leave days each employee has accumulated at SPEED.

E. Bereavement Leave

In the event of the death of a member of an employee's immediate family, defined as a parent, spouse, partner, brother, sister, child, grandparent, grandchild, parent-in-law, brother-in-law, sister-in-law, or legal guardian, an employee shall be entitled to a maximum of three (3) days' absence without loss of pay. If bereavement leave extends beyond three (3) days, an employee is entitled to use accumulated sick or personal days. At the discretion of the Executive Director, an employee may request the use of up to two (2) accumulated sick or personal leave days for the death of a relative not a member of the immediate family as defined above. In the event of the death of a child, an employee who has previously exhausted his/her sick and personal leave days, may use up to ten (10) unpaid leave days following the use of three (3) paid bereavement leave days.

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) and 105 ILCS 6/24-6.4 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, an eligible employee requesting Family and Medical Leave in accordance with the Family and Medical Leave Act of 1993 (FMLA) and 105 ILCS 6/24-6.4 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 3-8 3-9 of this Agreement.

H. Using Paid Sick Leave for Birth of a Child, Adoption, Placement for Adoptions, and Acceptance of a Child in Need of Foster Care

Employees are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Such days may be used at any time within the 12-month period following the birth of the child. Intervening periods of nonworking days or school not being in session, such as breaks and holidays, do not count towards the 30 working school days. As a condition of paying sick leave beyond the 30 working school days, the Governing Board or the Superintendent may require medical certification.

For purposes of adoption, placement for adoption, or acceptance of a child in need of foster care, paid sick leave may be used for reasons related to the formal adoption or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, and for taking custody of the child or accepting the child in need to foster care. Such leave is limited to 30 days and need not be used consecutively once the formal adoption or foster care process is underway. The Governing Board or Superintendent may require that the employee provide evidence that the formal adoption or foster care process is underway.

I. Other Leaves

Each employee receives the following leaves as identified in Board policy 5:250, Leaves of Absence:

1. Leave for Service in the Military

2. Leave for Service in the General Assembly
3. School Visitation Leave
4. Leaves for Victims of Domestic Violence, Sexual Violence, Gender Violence, or Other Crime of Violence
5. Child Bereavement Leave
6. Leave to serve as an election judge

4-4 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.
- 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 Guidelines governing the Sick Leave Bank will be formulated by this Committee and all administrative contingencies not covered by these Guidelines 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 Executive Director/ 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 Guidelines 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.

4-5 Vacation for Custodians and Maintenance

Full time, twelve-month custodians and maintenance workers shall begin to earn vacation from the first day of service. Eligibility to utilize earned vacation begins upon completion of the 90-day probationary period. Although vacation days may be utilized before being earned, vacation time shall be earned in accordance with the following schedule:

- .42 days/month for the 1st year = 5 days/year
- .83 days/month for the 2nd year of continuous service = 10 days/year
- 1.25 days/month for the 3rd and 4th years of continuous service = 15 days/year
- 1.67 days/month for the 5th & 6th years of continuous service = 20 days/year
- 1.83 days/month for the 7th through 10th years of continuous service = 22 days/year
- 2.00 days/month for the 11th year and above = 24 days/year

Vacation time shall not be taken in less than ½ day increments and must be approved in advance by the supervisor, with final approval by the Superintendent. Vacation days will not be granted for more than one week unless given special permission from the Superintendent. One half of a custodian and maintenance worker's vacation days shall be taken between July 1 and December 31 of each year, and the other half shall be taken between January 1 and June 30.

Vacation days shall begin to be earned on July 1 and must be used by June 30 of the next fiscal year.

Custodians and maintenance workers whose employment is terminated prior to June 30 of any fiscal year are entitled to vacation pay, on a pro-rata basis, for that fiscal year. Unused vacation days will be paid at a rate equal to the employee's daily rate.

Only two custodial or maintenance workers will be permitted the same vacation day and only one custodial or maintenance worker per shift will be permitted a vacation day on any given date.

ARTICLE V

EMPLOYEE GUARANTEES

5-1 Jury Duty

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

5-2 Conference and Professional Growth

An employee may attend local, state, or national conferences or workshops upon written application to the School Principal, or Supervisor in the absence of a School Principal for the discipline, and subsequent sole discretionary approval of, the Executive Director/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 School Principal, or Supervisor in the absence of a School Principal for the discipline, and Executive Director/Superintendent.

5-3 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 hosted by member districts, unless otherwise determined by the Executive Director/Superintendent, the assigned employees shall follow the calendar, length of workdays, and attendance requirements as scheduled by the host district. 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 minus emergency days.
- B. For those programs on SPEED campuses, 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. 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 assigned to SPEED campuses, the certified/licensed staff members shall have seven and one-half (7-1/2) hour workday inclusive of a thirty (30) minute duty-free lunch.

- D. The Educational Support Personnel/Paraprofessional workday will be 7 hours inclusive of 30 minute duty-free lunch. Administration may post and fill permanent positions with more or fewer hours per week. (This does not intend to be used for involuntary transfer).

In instances where an Educational Support Personnel/Paraprofessional is temporarily assigned to a position that is either shorter or longer than the workday, the rate of pay will be adjusted accordingly, never to be less than their existing daily rate of pay.

When temporarily assigned to a position which requires a longer workday, a timesheet documenting the extra hours should be submitted to the school administrator.

Formula for pay:

- The hourly rate will be determined by dividing the annual salary by 180 work days divided by 7 hours,
- That hourly rate will then be multiplied by the number of hours worked per day.

The Educational Support Personnel/Paraprofessional positions working a 7 1/2 hour workday (Media, Medical Support Personnel, Transition Coaches) inclusive of 30 minute duty free lunch and be paid according to the formula above.

Educational Support Personnel/Paraprofessionals currently holding 7 1/2 hour positions, if reassigned for any reason, will continue to maintain their 7 1/2 hour workday.

Administration in collaboration with SEA may identify additional positions which require a 7 1/2 workday, or a variable work week.

E. Educational Support Personnel/Paraprofessional Work Year

Educational Support Personnel, Paraprofessionals and Other Non-Certified staff will work a total of 180 days per school year including: Parent-Teacher conference day(s), Institute Days in October, and February, four (4) half-day student attendance days to be identified each year and the first institute day in August.

Educational Support Personnel/Paraprofessionals and Other Non-Certified staff will be released at 1:30 on the four (4) scheduled Teacher Records Days.

- F. Employees who are required to work any additional hours or 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, and/or hours established by the SPEED calendar, less emergency days.
- G. Certified/licensed staff may be required to attend three (3) evening events per year without receiving additional compensation. Any other evening meetings where attendance is mandated shall result in the certified/licensed staff members receiving compensation equal to their hourly rate.

H. Traveling Employees

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

I. Custodians and Maintenance Workers Work Year and Workday

Custodians and maintenance workers are twelve-month employees. They shall work all weekdays of the School District fiscal year except for legal school holidays. Their workday shall be eight and one-half (8.5) hours inclusive of one thirty-minute (30) duty-free lunch. Should an employee be required to work a weekend day or a holiday or additional hours after completing a full workday then they will be paid at their regular rate of pay up to forty (40) hours with prior written approval of their supervisor. Should an employee work more than forty (40) hours, they will be paid the overtime rate with prior written approval of their supervisor.

6-2 Compensatory Time

Compensatory time shall be granted on an occasional basis. Employees will be given compensatory time equal to the number of hours or fraction thereof worked beyond the contract. Requests for compensatory time must be submitted on a time sheet. The use of compensatory time must be approved in advance by the supervising administrator. Compensatory time may be requested in lieu of monetary compensation for work beyond the contracted hours.

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 – Personal Level

Before using this process, an attempt shall be made by the SEA staff member to resolve issues with administrator(s) 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 and document what attempt(s) were made to resolve the problem at Step 1, including the date(s) of those attempts.
- B. The problem will be submitted to a building representative within the School.
- 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 collaboratively 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 Executive Director/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 – Executive Director/Superintendent and Union President

If the problem is not resolved at the Central Office level, the SEA member, Union President or designee, and the Executive Director/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 Executive Director/Superintendent or the official designee within fifteen (15) days after receipt of the Step 1 decision. The Executive Director/ Superintendent shall arrange for a meeting to take place within five (5) days of the Executive Director's/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 Executive Director's/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 Executive Director/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.

ARTICLE X

COMPENSATION

10-1 BENEFITS

A. Attendance Incentive

For the 2023-2024 school year, employees who take seven (7) or fewer sick days shall receive an incentive of \$400 payable on or before July 1st. Beginning the 2024-2025 school year, employees who take five (5) or fewer sick days shall receive an incentive of \$700 payable on or before July 1st. Retirees who would violate the TRS/IMRF 6% cap rule will be paid in the school year following retirement.

The following employees do not qualify:

- Employees who take more than the seven (7) sick days in 2023-2024 as indicated above, and employees who take more than five (5) sick days beginning in the 2024-2025 school year.
- Employees who do not work the entire school year.

B. 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.

C. Insurance

The Board shall pay 91% of the premium for single coverage and 60% of family coverage for each employee enrolled in HMO Blue Advantage, or the equivalent dollar amount to be applied to other health insurance options offered by SPEED.

Board shall pay 100% of the premium for 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.

An Insurance Committee comprised of equal parts administration and Association representatives (designated by the Association) 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 Executive Director/Superintendent. The Executive Director/Superintendent may make a recommendation to the Governing Board.

D. Tuition Reimbursement

The Board shall establish a fund of \$40,000 (cap) each school year, for all bargaining unit members for courses taken for tuition reimbursement.

1. The following stipulations will apply:

- a) Tuition reimbursement is expressly contingent upon employees receiving prior written approval of all course work from the Executive Director/Superintendent or designee within 10 business days of submission.
- b) Courses must be related to the employees' current assignment and/or lead to a degree in an anticipated assignment in the District.
- c) The employee must receive a grade of "B" or better to receive reimbursement.
- d) Official transcripts and tuition receipts must be furnished before reimbursement will be paid out.
- e) Employees on an approved educational leave of absence shall be entitled to receive and/or apply for tuition reimbursement.

2. Tuition reimbursement shall occur in the following way:

- a) Any employee who has completed at least one (1) year (12 months from hire date) of employment in the District shall be eligible for tuition reimbursement. The District will reimburse the employee up to \$2,500 a year at a rate of not less than 80% of the applicable Governors State University tuition rates, for graduate or undergraduate classes; however, in no instance shall the reimbursement exceed the employee's actual cost.

3. To be eligible for tuition reimbursement, an employee must be employed in the District at the time of the distribution of funds.
 - a) Employees will receive reimbursement for courses started July 1 through June 30. To be eligible for reimbursement employees must submit request for approval of tuition reimbursement for courses to be completed by the following August 1 5th and no later than October 1.
4. By December 1 of each school year the District will inform employees who have submitted requests for tuition reimbursement, the amount of anticipated reimbursement they will receive upon submission of transcripts and receipts up to \$2,500 based on the \$40,000 cap.
5. To receive reimbursement, all employees must submit transcripts and receipts to the business office; within (45) days of receipt of final grades. In the event an employee fails to submit transcripts and receipts, within (45) days or by the employee shall waive the right to reimbursement.
6. To receive full reimbursement for courses that begin on July 1, 2024 and thereafter, an employee shall not voluntarily resign his or her employment for a period of three (3) school years of the conclusion of any school year in which a tuition reimbursement is received. An employee who voluntarily resigns his or her employment before the conclusion of the third school year in which tuition reimbursement is received shall have the following amounts withheld from his or her final paycheck:

School Year of Voluntary Resignation Following Receipt of Tuition Reimbursement	Percentage of Tuition Reimbursement Withheld
Before the end of the 1st school year	100%
After the 1st but before the end of the 2nd school year	66%
After the 2nd but before the end of the 3rd school year	33%

The employee will execute a separate agreement to this effect upon request for reimbursement.

10-2 EXTRA DUTY

A. Activities Outside Regular School Hours

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

1. \$50.00 plus mileage reimbursement for after school and/or evening activities;
2. \$100.00 per day plus mileage reimbursement for weekend activities; and
3. \$150.00 per night plus mileage reimbursement for overnight activities on a weeknight.

B. 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 \$25.00 per lunch period for Educational Support Personnel/Paraprofessionals, Custodians, and Maintenance employees for the length of this Agreement and \$30.00 per lunch period for certified/licensed staff for the length of this Agreement. 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.

C. 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. Partial days will be prorated to half-day increments.

Reasons for Compensation:

1. A qualified substitute that replaces an absent classroom teacher will be compensated at the rate of an additional \$43.50 per day and such rate shall increase to \$50.00 per day after 10 days as a substitute.
2. If one or more paraprofessionals are absent and a substitute(s) is not provided with 8 or more students in attendance, each remaining paraprofessional(s) and teacher in the classroom will be paid an additional \$35.00 each per day. Under no circumstances will a paraprofessional or teacher be paid more than \$35.00 each per day.
3. A teacher is required to combine classes (administrator discretion) forming a classroom with 9 or more students; the teacher will be paid an additional \$38.50 per day.
4. Health Services providers: Certified and Licensed Other Professional staff required to provide substitute coverage in addition to their regular duties will be paid an additional \$43.50 per day and such rate shall increase to \$50.00 per day after 10 days as a substitute.. Other Non-Certified Medical Support Personnel (health aides) will be paid an additional \$32.50.

5. Related Service providers: OT, COTA, PT, PTA, SLP, MSW, DHH, TVI, Psychologist and any other Service providers will carry a workload as specified by the framework as established by a district committee and as guided by State and Discipline guidelines. The committee will be composed of an equal number of Association and Administration representatives. Association representatives will be selected by the SEA president or his/her designee; Administration representatives will be selected by the Executive Director or his/her designee. Any related services who are not responsible for evaluating students (i.e., COTA, PTA) will be expected to carry a higher direct services workload than that of those who are required to do evaluations.

It is mutually understood that caseloads may need to change and be adjusted throughout the school year based on student enrollment and withdrawals district-wide. Administration will meet with teams of related service providers (Speech Pathologists, Social Workers, Occupational and Physical Therapists, and Therapy Assistants) and itinerant teachers assigned caseloads of students pursuant to the IEP, at least quarterly, to review and balance caseloads, and determine the need for reassignment or additional positions. Newly created positions need to be Board approved.

When there is a temporary increase in caseloads of four or more students, the related service provider will be paid an additional one (1) hour per day at their hourly rate to compensate for additional paperwork until such time as a vacant, posted position is filled, so long as such work is performed onsite.

D. Moving Classrooms

When the Executive Director/Superintendent or designee determines that it is necessary to call in employees to help relocate, set-up, pack, unpack 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 ten (10) hours as approved by the Executive Director/Superintendent or designee.

E. Stipend Positions

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

1. 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 \$600 per semester.

2. Special Olympics Coach and Sports Positions

- i. 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 Coaches at PAL/ALL and ELC will be paid a stipend of \$1250 per semester. Two (2) Special Olympics/Young Athletes assistant coaches at PAL/ALL and ELC will be paid a stipend of \$500 per semester.

An additional \$ 150 per night per person stipend for overnight trips will be paid. The number of staff members needed for various Special Olympic Events will be determined and approved by school administration after consultation with coaches – and paid at a rate of pay consistent with activities outside of regular school hours.

ii. Sports Positions

Administration will meet with SEA to design sports programs and develop position descriptions. The following positions will be offered at the listed compensation:

Athletic director (1) - \$1450 per semester (\$2900 for the year) Young Athletes - \$1250 per semester (\$2500 for the year) Assistant Young Athletes - \$750 per semester (\$1500 for the year)
Other sports as needed (up to 4 additional sports) - \$800 per semester (\$1,600 for the year)

3. Mentors

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

- i. \$300.00 payable on the paycheck following completion of training outside the regular school calendar and school day; and
- ii. \$500.00 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). Mentors will be compensated \$250.00 for each additional protégé. (prorated for mentoring activities which do not last an entire school year)

4. Team Leader

Bargaining unit members who participate as Professional Learning Community (PLC) Team Leaders will receive \$500.00 compensation payable on May 30 for completion of PLC activities for an entire school year.

5. Committee Participation

Bargaining unit members who participate in District-wide ad hoc committees (which may include but are not limited to curriculum, handbook, job description) who are required to work beyond contract hours, as pre-approved by the Executive Director/Superintendent or designee will receive the following hourly rates of pay after submission of an approved time sheet.

Certified and Other Professional Staff: \$35.00 per hour
Paraprofessional and Other Non-Certified Staff: \$20.00 per hour.

10-3 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 receive the same percentage raise every year as full time employees.

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

10-4 RETIREMENT

A. Certified Employees Who Are Members of TRS

1. If a certified employee gives the Board an irrevocable notice of intent to retire for two, three, or four years prior to the year of retirement by November 1st, the Board shall pay a retirement incentive of 5%, in addition to all creditable earnings exempt from the TRS 6% rule, for each of his/her remaining two, three, or four years of service. The retirement incentive includes a salary increase over the previous school year's salary.

2. Requirements to Qualify:
- a. A certified employee must have completed at least ten (10 consecutive years of full-time employment by SPEED (including approved leaves of absence);
 - b. A certified employee must be at least 60 years of age by December 31 of the year of retirement; or have 35 or more years of service with the Illinois Teachers' Retirement System;
 - c. A certified employee must be at least 55 years of age by December 31 of the year of retirement.
 - d. A certified employee must qualify for a TRS retirement annuity at the time of retirement.
3. In the event a certified employee fails to meet the TRS creditable service requirements of paragraph 2.b. 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. without an additional contribution by the Board to TRS.

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 certified employee that reduces the individual's quality of life
 - care for a terminally ill spouse, child, or parent.
4. The certified employee will immediately lose the retirement incentive if earnings increase by more than the year's salary increase for any reason in any of the years of the incentive or should the employee resign or be dismissed for cause.
5. If during the term of this Agreement, any legislation and/or TRS rules/regulations are enacted or not re-enacted and/or adopted, the parties agree to meet and bargain the impact thereof.
6. No certified employee receiving a retirement incentive shall apply for or accept an extra duty assignment or other compensated duty which will increase his/her

creditable earnings above the threshold in the last four (4) years of the retirement incentive.

7. No certified employee receiving a retirement incentive shall apply for or accept an extra-duty assignment or other compensated duty which will result in an additional Board paid contribution to TRS.
8. If the certified employee resigns from an extra-duty assignment or other compensated duty during the length of the lasts four (4) years, the retirement incentive amount will be reduced accordingly.
9. This retirement incentive shall not be available to any licensed employee for whom the Board would incur a contribution to TRS due to an increase of more than 6% in that licensed professional’s creditable earnings in any year used to calculate the pension benefit.

B. Licensed Employees Who Are Members of IMRF

1. If a licensed professional employee gives the Board an irrevocable notice of intent to retire by November 1 two, three, or four years prior to the year of retirement, the Board shall pay him/her a retirement incentive of 5% above the previous year’s salary , in addition to all creditable earnings exempt from the IMRF 6% rule, for each of his/her remaining two, three, or four years of service.

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

If, after submitting an irrevocable notice of intent to retire by September 1, the 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 licensed employees under retirement incentive program =

Baseline Salary	63,200.00
Year 1 (5%)	66,360.00
Year 2 (5%)	69,678.00
Year 3 (5%)	73,161.90
Year 4 (5%)	76,820.00

2. Requirements to Qualify

- a. A licensed employee must have completed at least ten (10) consecutive years of full-time employment by SPEED (including approved leaves of absence) and
 - b. A Licensed Professional must meet the age and service requirements of IMRF.
 - c. A Licensed Professional must qualify for an IMRF retirement annuity at the time of retirement.
3. In the event a Licensed Professional fail to meet the IMRF creditable service requirements of paragraph 2.b. 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 without an additional contribution by the Board to IMRF.

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 licensed professional 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 IMRF rules/regulations are enacted or not re-enacted and/or adopted or generated by this Agreement, the parties agree to meet and bargain the impact of such change.

Limitation on IMRF Creditable Compensation

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

No licensed employee's IMRF 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 licensed employee, whose creditable IMRF earnings from employment in SPEED exceed the amounts specified herein in any

year used to calculate a IMRF pension, shall be prohibited from participating in this retirement incentive.

No licensed employee's IMRF 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 licensed employee's retirement annuity or result in any Board-paid contribution to IMRF. If the sum or percentage amount which triggers any obligation for the Board to pay additional amounts to cover all or part of a licensed employee's retirement annuity or cover any Board-paid contribution to IMRF decreases, then the maximum of the licensed employee's creditable 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 licensed employee's IMRF creditable earnings would increase by more than 6%, or any such lesser amount that would trigger a Board-paid contribution to IMRF due to salary increase in any year over a prior year, that employee shall receive only the maximum increase to IMRF creditable compensation allowed under this retirement incentive.

5. If the certified 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 licensed employee for whom the Board would incur a contribution to IMRF due to an increase of more than 6% in that licensed professional's creditable earnings in any year used to calculate the pension benefit.
7. The Board may limit the number of licensed professional's employees who may retire under the IMRF early retirement option to 10% of those eligible in any year.

C. Custodians and Maintenance/Educational Support Personnel/Other Non-Certified

1. If a custodian or maintenance employee, educational support personnel, or other non-certified personnel gives the Board an irrevocable notice of intent to retire by November 1 two, three, or four years prior to the year of retirement, the Board shall pay him/her a retirement incentive of 5% above the previous year's salary. To be eligible, the employee must be eligible for pension benefits under IMRF, have reached age 55, and 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 the notice of intent to retire.

2. All sums payable under this subparagraph be subject to all required withholding, including IRS, IMRF, etc.
3. In the event of a qualifying event after submission of an irrevocable resignation and notice of intent to retire by an educational support personnel, the educational support personnel 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 educational support personnel that reduces the individual's quality of life
 - care for a terminally ill spouse, child, or parent.
4. This retirement incentive shall not be available to any licensed employee for whom the Board would incur a contribution to a retirement system due to an increase of more than 6% in that employee's creditable earnings in any year used to calculate the pension benefit.

D. Health Insurance after Retirement

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

- E. 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 not be reviewable under the grievance procedures or precedential in effect.

10-5 SALARY

A. Extended School Year Program

1. 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.
2. All positions in these programs shall be posted internally for five (5) days 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 in position; then years within SPEED; then from outside SPEED. All staff will be notified via email of all available positions for ESY.
3. ESY daily stipends will \$190 per day for certified and other licensed professionals as well as other non-certified and \$95.00 per day for educational support personnel.
4. 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.

B. Compensation for Professional Growth

An increase of 2% will be added to the base salary per eight (8) credit hours earned for Certified and Licensed Professionals for the length of this contract with no restrictions on the number of increases an employee can request. All gaining the required credits for a lane change (whether at 100% of the salary schedule or not) will receive the 2% increase. No additional increases will be provided beyond MA+32.

Any employee desiring a salary adjustment must submit official transcripts verifying the request to Central Office.

Paraprofessional/Educational Support Personnel and Other Non-Certified Staff shall be eligible for salary increases equal to \$25 per undergraduate college credit hour earned after September 1, 2015; up to 120 hours/bachelor degree for the length of this contract.

The adjusted salary will take effect within 2 pay periods following the submission of transcripts. 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.

C. 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.

D. Educational Support Personnel

Paraprofessionals who hold a valid Illinois substitute certificate or other valid Illinois teaching certificate will be paid a stipend of \$500.00 per school year. Upon receipt of this stipend during the 2023-2024 school year, the member must be willing to substitute at least eight (8) times per year district-wide, as assigned by the District. Beginning the 2024-2025 school year, upon receipt of this stipend, the member must be willing to substitute at least ten (10) times per year district-wide, as assigned by the District.

The District will reimburse the registration and renewal costs of Paraprofessionals who hold a valid Illinois substitute certificate or other valid Illinois teaching certificate/license.

E. Paraprofessionals with Extended Hours

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

F. Payroll Deductions

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

G. Payroll Procedures

1. All employees will be paid on a twenty-six (26) pay and shall be required to designate whether they desire to pick up their paychecks at the School office or through the mail run to satellite sites.
2. If the regular pay dates fall on a day school is not in session or on a bank holiday, employees will receive their pay on the last workday preceding the regular pay date.
3. Any balance in the Board's contractual salary due to any employee not returning to

work will be paid on the next regularly scheduled pay date or on the regularly scheduled pay dates through August at their option exercised in writing.

4. Except for those employees who have elected direct deposit, paychecks for July and August will be picked up or mailed, at the employee's option, on the last day of June that Central Office is open. Employees will 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 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.

H. Salary Formula

All bargaining unit members receive an increase of 5% to their current salaries in 2023-2024; an additional increase of 4% in 2024-2025; an additional increase of 4% in 2025-2026; and an additional increase of 4% in 2026-2027. No bargaining unit member shall be paid a salary less than the new hire salary for their years of service in their current position.

All bargaining unit members who were compensated during the 2023-2024 school year at the 2022-2023 school year rates and who are employed by SPEED on the date this Agreement is approved by the Board will receive retroactive pay following such approval.

A new hire incentive for Teachers of the Visually Impaired (TVI), Social Workers, Speech Pathologists, Psychologists, Occupational Therapists and Physical Therapists, Board Certified Behavior Analysts may be up to 10% over and above the amount at the appropriate step on the certified schedule during the length of this contract.

Certificated Occupational Therapy Assistants' and Physical Therapy Assistants' salaries are equal to 87% of the appropriate step on the certificated schedule.

RN+ Bachelor's Degree without school nurse certification receive 100% of the amount at the appropriate step on the teacher salary schedule.

A new hire incentive for Certified Nurse Assistants (CNAs) (health aides) may be up to 10% over and above the amount at the appropriate step on the Paraprofessional/Educational Support Personnel schedule.

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

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

I. 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 will

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 make no payment if the employee has no accumulated sick leave.

ARTICLE XI

NEGOTIATION PROCEDURES AND EFFECT OF THE AGREEMENT

11-1 Successor Agreement Date

The parties shall commence bargaining for a successor Agreement on or before February 1, 2023.

11-2 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 will prevail.

11-3 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 will be reduced to writing, signed by each party, and made a part of the Collective Bargaining Agreement.

11-4 Contract Distribution

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

11-5 Duration

This Agreement shall be effective the first employee workday of the 2023-2024 school year. The Agreement, in its entirety, shall remain in full effect through August 31, 2027.

Ronald Bean

For the Board

[Signature]

For the Association

Date: February 1, 2024

Date: February 5, 2024

**SPEED EDUCATIONAL SUPPORT PERSONNEL/PARAPROFESSIONAL
BEGINNING SALARY SCHEDULE**

The new hire/beginning salaries for Educational Support Personnel/Paraprofessionals hired after the implementation of this Agreement will be the base salary plus \$25 per college credit hour.

	2023-2024	2024-2025	2025-2026	2026-2027
YEARS OF EXPERIENCE	BASE	BASE	BASE	BASE
0	\$21,143	\$21,566	\$21,997	\$22,437
1	\$21,460	\$21,889	\$22,327	\$22,773
2	\$21,782	\$22,217	\$22,662	\$23,115
3	\$22,109	\$22,551	\$23,002	\$23,462
4	\$22,440	\$22,889	\$23,347	\$23,814
5	\$22,777	\$23,232	\$23,697	\$24,171
6	\$23,118	\$23,581	\$24,052	\$24,533
7	\$23,465	\$23,935	\$24,413	\$24,901
8	\$23,817	\$24,294	\$24,779	\$25,275
9	\$24,174	\$24,658	\$25,151	\$25,654
10	\$24,537	\$25,028	\$25,528	\$26,039
11	\$24,905	\$25,403	\$25,911	\$26,430
12	\$25,279	\$25,784	\$26,300	\$26,826
13	\$25,658	\$26,171	\$26,694	\$27,228
14	\$26,043	\$26,564	\$27,095	\$27,637
15	\$26,433	\$26,962	\$27,501	\$28,051
16	\$26,830	\$27,367	\$27,914	\$28,472
17	\$27,232	\$27,777	\$28,333	\$28,899
18	\$27,641	\$28,194	\$28,758	\$29,333
19	\$28,055	\$28,617	\$29,189	\$29,773
20	\$28,476	\$29,046	\$29,627	\$30,219
21	\$28,903	\$29,481	\$30,071	\$30,673
22	\$29,337	\$29,924	\$30,522	\$31,133
23	\$29,777	\$30,373	\$30,980	\$31,600
24	\$30,224	\$30,828	\$31,445	\$32,074
25	\$30,677	\$31,291	\$31,916	\$32,555
26	\$31,137	\$31,760	\$32,395	\$33,043
27	\$31,604	\$32,236	\$32,881	\$33,539
28	\$32,078	\$32,720	\$33,374	\$34,042

**SPEED CERTIFIED AND LICENSED PROFESSIONAL
BEGINNING SALARY SCHEDULE**

New hires will receive the base salary plus 1.5% cumulative for every 8 graduate hours earned up to an MA+32. Thereafter, they will receive a salary increase of 2% for every 8 credit hours earned in accordance with the Professional Growth section of this Agreement.

	2023-2024	2024-2025	2025-2026	2026-2027
Years of Experience	BASE	BASE	BASE	BASE
0	\$50,000	\$51,000	\$52,020	\$53,060
1	\$51,000	\$52,020	\$53,060	\$54,122
2	\$52,020	\$53,060	\$54,122	\$55,204
3	\$53,060	\$54,122	\$55,204	\$56,308
4	\$54,122	\$55,204	\$56,308	\$57,434
5	\$55,204	\$56,308	\$57,434	\$58,583
6	\$56,308	\$57,434	\$58,583	\$59,755
7	\$57,434	\$58,583	\$59,755	\$60,950
8	\$58,583	\$59,755	\$60,950	\$62,169
9	\$59,755	\$60,950	\$62,169	\$63,412
10	\$60,950	\$62,169	\$63,412	\$64,680
11	\$62,169	\$63,412	\$64,680	\$65,974
12	\$63,412	\$64,680	\$65,974	\$67,293
13	\$64,680	\$65,974	\$67,293	\$68,639
14	\$65,974	\$67,293	\$68,639	\$70,012
15	\$67,293	\$68,639	\$70,012	\$71,412
16	\$68,639	\$70,012	\$71,412	\$72,841
17	\$70,012	\$71,412	\$72,841	\$74,297
18	\$71,412	\$72,841	\$74,297	\$75,783
19	\$72,841	\$74,297	\$75,783	\$77,299
20	\$74,297	\$75,783	\$77,299	\$78,845
21	\$75,783	\$77,299	\$78,845	\$80,422
22	\$77,299	\$78,845	\$80,422	\$82,030
23	\$78,845	\$80,422	\$82,030	\$83,671
24	\$80,422	\$82,030	\$83,671	\$85,344
25	\$82,030	\$83,671	\$85,344	\$87,051
26	\$83,671	\$85,344	\$87,051	\$88,792
27	\$85,344	\$87,051	\$88,792	\$90,568
28	\$87,051	\$88,792	\$90,568	\$92,379
29	\$88,792	\$90,568	\$92,379	\$94,227
30	\$90,568	\$92,379	\$94,227	\$96,112
31	\$92,379	\$94,227	\$96,112	\$98,034
32	\$94,227	\$96,112	\$98,034	\$99,994
33	\$96,112	\$98,034	\$99,994	\$101,994
34	\$98,034	\$99,994	\$101,994	\$104,034
35	\$99,994	\$101,994	\$104,034	\$106,115

**SPEED CUSTODIAN SCHEDULE
BEGINNING SALARY SCHEDULE**

New hires will receive the hourly rates for their base salary.

CUSTODIANS NEW HIRE HOURLY RATES				
	2023-2024	2024-2025	2025-2026	2026-2027
YEARS OF EXPERIENCE	BASE	BASE	BASE	BASE
0	\$15.00	\$15.30	\$15.61	\$15.92
1	\$15.20	\$15.50	\$15.81	\$16.13
2	\$15.40	\$15.71	\$16.02	\$16.34

**SPEED MAINTENANCE SCHEDULE
BEGINNING SALARY SCHEDULE**

New hires will receive the hourly rates for their base salary.

MAINTENANCE EMPLOYEES NEW HIRE HOURLY RATES				
	2023-2024	2024-2025	2025-2026	2026-2027
YEARS OF EXPERIENCE	BASE	BASE	BASE	BASE
0	\$17.00	\$17.34	\$17.69	\$18.04
1	\$17.25	\$17.60	\$17.95	\$18.31
2	\$17.50	\$17.85	\$18.21	\$18.57