

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HENRY-STARK COUNTIES SPECIAL EDUCATION ASSOCIATION

AND

HENRY-STARK COUNTIES SPECIAL EDUCATION DISTRICT

FOR

2022-2023

2023-2024

2024-2025

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ARTICLE I
RECOGNITION

1.1 Recognition

The Henry-Stark Counties Special Education District, hereinafter referred to as the "District," recognizes the Henry-Stark Counties Special Education Association, IEA-NEA, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent as to hours, wages, and other terms and conditions of employment for all full-time and part-time certified and educational support personnel of the Henry-Stark Special Education District, excluding Director of Special Education, Coordinators, Treasurer, Administrative Assistants in the Henry-Stark Special Education Administrative office who work directly for the Director, and all managerial, supervisory, and confidential employees. Nothing in this agreement prohibits the District from establishing any new managerial, supervisory, and/or confidential employees excluded from the Association and from seeking advice, input, guidance or recommendations from groups of employees regarding topics relevant to their expertise, experience or field of work, or otherwise seeking information from employees relevant to the operations and activities of Henry-Stark.

1.2 Sole and Exclusive Representative's Rights

The District agrees not to enter into contract negotiations in regard to wages, hours and working conditions with any individual, group or organization or employees covered by this Agreement, other than the duly elected representatives, except as authorized by the Illinois Labor Relations Act.

ARTICLE II
GRIEVANCE PROCEDURE

Definition

A grievance is a claim by the Association, employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

Purpose

The primary purpose of this procedure is to provide a method for processing a grievance, which shall result in a fair and equitable solution for the parties involved. In the belief that such procedure should be expedient, the following outlines the steps open to the grievant. All documents, communications, and records dealing with processing of a grievance shall be filed separately from the personnel files of the participant.

Representation

The grievant has the right to an Association representative of choice. The grievant shall be present at all grievance discussions unless the Director, Association and the grievant mutually agree that the grievant presence is not desirable or necessary. When party, illness or incapacity of requires the presence of the grievant at a grievance hearing the grievant shall be grounds for any necessary extension of grievance procedure time limits.

2.1 Informal Step

The party with the concern shall within ten (10) days of the perceived contract violation discuss the matter with his/her immediate supervisor with the objective of resolving the issue informally. When a grievance is based upon the decision of the Henry-Stark Director, it shall commence with the Director, and not with the immediate supervisor.

2.2 Written Grievance

If, after consultation, a satisfactory resolution has not been reached at the informal level, the grievant may submit a formal written grievance with the immediate supervisor. The written grievance shall be submitted within twenty (20) days of the original event-giving rise to the grievance. The immediate supervisor is required to provide a written response within twenty (20) days of receipt of the formal grievance.

2.3 Director Step

If the grievant remains dissatisfied with the written decision, the grievant may submit in writing, within ten (10) days, such grievance to the Director of Special Education. The Director shall discuss the problem with the grievant and attempt to come to resolution regarding the problem. The Director shall provide a written decision within ten (10) days after the scheduled meeting with the grievant.

2.4 Mediation by Agreement

The parties may, by mutual agreement, submit the grievance-to-grievance mediation. If both parties agree to the grievance mediation procedure, both will request the services of the Federal Mediation and Conciliation Service to assign a grievance mediator. If the grievance is not resolved at grievance mediation, the Association may submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) days after the grievance mediator's meeting, the grievance shall be automatically withdrawn.

2.5 Arbitration

If the Association is not satisfied with the disposition of the grievance at Step 2.3 or Step 2.4 (if a mediator's meeting occurred), the Association may submit the grievance to final and binding arbitration. Arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties from a roster of arbitrators provided by the American Arbitration Association. Within thirty (30) days after the Association requests binding arbitration, the two (2) parties will request the American Arbitration Association to provide a panel of arbitrators per the Voluntary Rules of the American Arbitration Association (AAA). Expenses for the arbitrator's services shall be borne equally by both parties.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement.

If a demand for arbitration is not filed with the Board within thirty (30) days of the date of receipt of response from Step 2.3 or within thirty (30) days after the grievance mediator's meeting (2.4), the grievance shall be deemed withdrawn.

2.6 Time Limit "Days"

All time limits shall consist of school days, which are defined by the District's calendar, except when a grievance is submitted less than ten (10) days before the close of the school term or during the summer. Under those conditions, time limits shall consist of office workdays.

2.7 Bypass

By mutual agreement, any step of the grievance procedure may be bypassed. When a grievance is based upon the decision of the Henry-Stark Director, it shall commence with the Director, and not with the immediate supervisor.

2.8 Grievance Withdrawals or Settlement

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

2.9 Class Grievance

The Association at Step 2.3 may file class grievances involving one (1) or more employees.

2.10 Release Time

If an arbitrator requires the presence of a witness during hearing, that employee shall be released to testify without loss of pay or benefits.

2.11 Response Time

Time is of the essence in a grievance procedure. If the grievant or Association has not received a response within the times indicated, the grievant or Association will have the right to proceed to the next step. If the grievant or Association does not appeal the decision from a prior step within the time stated or does not commence a grievance within the time stated, the grievance shall be deemed withdrawn and will be time barred.

2.12 No Reprisals

The Executive and Governing Boards, the Administration or the Association against any employee or his/her family because of the employee's participation or refusal to participate in a grievance shall take no reprisals.

2.13 Records

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

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

3.1 Right of Representation

When any employee is required to appear before a Coordinator, the Director, the Executive Board, or Governing Board concerning any matter which could result in some disciplinary action against the employee, or which could adversely affect the continuation of that employee in his/her position of employment, or which could adversely affect his/her salary, the employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting.

3.2 Use of District Facilities

The District shall allow the Association to use its facility for Association meetings outside the employee's workday. However, the use of said facility shall be subject to availability.

3.3 Use of District Equipment

The Association, upon receiving approval from the Director, may use District computers, copiers, and staplers. The Association shall reimburse the District for the cost of any consumable materials.

3.4 Use of Mailboxes

For purposes of communicating with members of the bargaining unit, the Association shall have the right to place materials in employee mailboxes in member districts. A copy of said materials, including mass-e-mailings, are to be provided to the Director.

3.5 Notice of Meetings

The Association President or his/her designee shall be given written notice of any regular or special meetings of the Executive and Governing Boards together with a copy of the agenda at least forty-eight (48) hours prior to the scheduled time of such meeting. The Association President shall receive the approved Board minutes within 5 days after they have been approved.

A member of the Association will be excused from work, with pay, for the purpose of attending all regular and specially called meetings of the Executive and Governing Boards provided that the member's attendance does not result in a substitute teacher being used more than one time per month.

It is the parties' intent that the Association will rotate its representative to attend Executive and Governing Board meetings. Upon receiving notice from the Director of a specially called meeting, the Association will designate its representative no later than twenty-four (24) hours prior to the meeting, earlier if feasible.

3.6 Review of Personnel File

Except as otherwise provided in the Personnel Records Act, employees shall be permitted to inspect all or any part of their personnel records within three (3) working days of making such a request provided the request is made in writing on the form supplied by the District. If the District can demonstrate that it is unable to meet this deadline, the District shall have an additional three (3) days to comply. An employee may obtain a copy of the information or part of the information in the personnel record at or after the time provided for inspection. An employee seeking copies in excess of 10 pages will be charged a fee as determined by the Henry-Stark Counties Special Education District, not to exceed the fee to be established by the Governing Board on an annual basis.

The inspection of records shall take place at the Henry-Stark Administrative Offices during the normal business hours. The District may permit inspection at another time or place more convenient to the employee upon decision of the Director. The employee shall have the right to place in his/her personnel file written reaction to any of its content. The District may have an agent present during review. If the employee demonstrates that he/she is unable to review the record at the district office, the District shall, upon written request, mail a copy of the record requested to the employee. The District may require the employee to pay for the costs of mailing. (Personnel Policy #46; Article XXII "Maintenance, Inspection, Dissemination of Personnel Records")

3.7 Calendar

Employees will be assigned by the District to follow either the Henry-Stark Counties Special Education District calendar or the calendar of the district to which they are assigned. In the event that an employee is assigned to more than one district, the District will assign the calendar to be followed with input by the affected employee.

3.8 Printing of Agreement

Within thirty (30) days after the Agreement is signed, a copy of this Agreement shall be available on the Henry-Stark Counties Special Education District's website. New employees will receive a physical copy of the contract when hired. An editable copy of the contract will be provided to the Association president.

3.9 Disciplinary Procedures

Discipline for remediable offenses or remediable violations of work rules may be imposed progressively by the Director in the form of oral warning, written warning, and suspension without pay of up to three days. Suspension without pay for up to ten days or demotion may be imposed by the Executive Board.

In ordinary and minor cases, the initial step shall be oral warning. In other situations, including but not limited to employees using, possessing, or being under the influence on the job of alcohol, illegal drugs, lying to the employer about job related activities, fighting or other violence, stealing or otherwise obtaining unauthorized control over the property of others in relation to work, or violations of criminal law, the employee shall be, in the discretion of the Governing Board, subject to immediate discharge, without lesser forms of discipline first being imposed.

The Director may remove an employee from employment duties with pay and benefits during investigation of possible employee wrongdoing. Such removals, which will be called "administrative leave" are not discipline and are not subject to just cause review.

The Association may seek review of discipline in the form of suspension without pay, demotion or discharge via the grievance process. Non-probationary educational support personnel may be suspended without pay, demoted, or discharged only for just cause. Discipline will be done in accordance with Board Policy.

The "Just Cause" standard applies only to decisions of the employer to suspend or discharge an educational support employee without pay.

3.10 Dues Deductions

Any employee who is a member or has applied for membership in the Association may sign and deliver to the District an authorization for continuous dues deduction. The Association shall provide the appropriate authorization forms. The authorization shall remain in effect from year to year unless the employee revokes said authorization in writing. New authorization slips will not be required each year. Upon receipt of a revocation, the District shall notify the president of the Association of the revocation in writing within five (5) days.

The Association prior to September 30th shall certify the names of the individuals involved and the amount of the annual deduction annually. The District shall not be expected to begin such deductions until the annual certification is made. The number of paychecks to be received by an employee between October 15th and May 30th inclusive shall divide the annual dues and the resulting amount shall be deducted from each paycheck. If an employee so authorizes, the District will deduct the pro-rated Association dues certified for those employees who elect to join the Association after the commencement of the school year in as equal installments as possible to insure that the certified dues are deducted by the May 30th paycheck.

It shall be the responsibility of the Association to collect directly from the employee:

1. dues owed after cancellation of a deduction authorization;
2. dues owed before the time the deduction authorization became effective;
3. dues missed because of insufficient earnings;
4. dues owed after termination of employment or during a leave of absence without pay.

The Board shall remit said deducted dues to the Association within ten (10) days following the pay period for which the deduction is made.

The Association agrees to save the Board harmless against all claims, demands, suits or other forms of liability pertaining to dues deduction.

3.11 Association Meetings

The Director and the Association President shall agree upon calendar dates for four (4) Association meetings to be held after school is dismissed. On said dates, the employees that attend the meetings may leave the classroom after students have been dismissed.

3.12 Association/District Communications

The Association and Board recognize the importance of communication in maintaining good relationships. To provide a free exchange of ideas the Director and his/her designee may meet with the President of the Association and his/her designee (including one representative from each building) as needed during the school year in order to discuss items of interest to the Association. The Association shall initiate these meetings, giving at least seven (7) days' notice of its desire to have a meeting and furnishing an agenda of items it wishes to discuss at the time it gives said notice.

ARTICLE IV

HOURS OF WORK

4.1 Workday – Licensed Staff

Licensed Employees are required to keep the same minimum hours of attendance as the district staff where their assignments are located. All full-time employees shall have a 30-minute duty-free lunch period. Licensed employees are expected to participate in normal building activities that occur after the school day.

4.2 Workday – Educational Support Employees

Educational support employees whose work hours are not otherwise designated shall correlate with student attendance days within their work assignment, for no less than 176 days per school year. Accordingly, initial hours of work will be the actual starting and ending times of the students during student attendance days, which includes a 30-minute duty free (unpaid) lunch, by where their assignments are located for no less than 176 days per school year (This constitutes the 176 student attendance days). Individual job assignments will be reviewed on a regular basis to determine if additional work time is required for that particular job assignment. If it is determined that the job assignment in question requires additional working hours, the Director will notify the individual of the new required working hours for the job assignment. Should a member district desire to have District educational support employees attend district level trainings or events, they may do so by request. District educational support employees, who are required to attend such events, activities, etc., shall be paid their normal hourly rate.

The work hours for custodial staff whose work hours are not otherwise designated shall not be less than 8.0 hours per day which includes a 30-minute duty free (unpaid) lunch except for days when students are not in attendance then the workday shall be 7.5 hours per day which includes a duty free (unpaid) lunch. The Director will determine the actual starting and ending times.

4.3 Overtime Hours of Work for Educational Support Employees

All regular non-exempt personnel required by the administration to work beyond a forty (40) hour work week shall be paid one and one-half times their regular hourly rate of pay for each hour beyond forty (40). Educational support employees shall be paid their regular hourly rate of pay for hours worked up to forty (40) in a workweek.

Non-certified employees shall obtain approval of the Director or his designee in writing in advance, before working other than regularly assigned hours. Non-certified employees shall be paid at the applicable rate for all hours worked.

ARTICLE V

EMPLOYMENT CONDITIONS

5.1 Notification of Assignments

All regularly employed employees shall be given written notice of their tentative assignments for the forthcoming year before the end of their current work year. In the event the District deems changes in such assignments necessary, the employees affected shall be notified promptly in writing of the proposed change, and may have an opportunity to consult with Director or designee regarding the change.

5.2 Job Descriptions

The District, in cooperation with the Association, will periodically review job descriptions for all job categories. Any subsequent revisions to the job descriptions will be recommended to the Governing Board for final approval. In the case of new positions, reorganization of work, or descriptions or duties modified due to change in law or regulation, or judicial interpretation, the Association shall have the opportunity to review, comment upon and provide input regarding the job description before the description is modified. Any changes to the job descriptions will be disseminated to employees no later than 10 days after changes are made to the job description. All employees will receive a copy of their job description when hired. All current job descriptions will be available on the Henry-Stark Counties Special Education District website.

5.3 Licensed Staff Sequence of Honorable Dismissal List

The District shall provide the Association president with the Licensed Staff seniority list and sequence of honorable dismissal list no later than 75 days prior to the end of the school term.

5.4 Reduction in Educational Support Employees

A. Educational Support Personnel Seniority List

The District shall provide the Association with an educational support personnel seniority list by February 1, annually. Employees shall have ten (10) calendar days from the date of posting of the tentative seniority list to file written objections with the Director or designee to the information shown on the list, including the employee's ranking or category. After the period for objections has passed, the administration shall prepare and post a finalized seniority list by February 15.

Seniority Lists will be available on the Henry-Stark Counties Special Education District website.

B. Definition of Seniority

Seniority is the length of an educational support employee's service starting with the first day on which duties are performed if the employee successfully completes the probationary period. In order for an employee to have seniority, he/she must have successfully completed the probationary period. Once an employee has successfully completed the probationary period, seniority shall be retroactive to the first day duties are performed in the probationary period.

1. Seniority is lost upon the following:
 - a. Resignation;
 - b. Dismissal; and
 - c. Retirement.

2. Seniority is retained but shall not accrue during the following:
 - a. Unpaid leave of absence;
 - b. Unpaid sick leave; and
 - c. Period of layoff as established by this Agreement.

3. Seniority continues to accrue during the following:
 - a. Paid leave of absence; and
 - b. Temporary disability under IMRF.

C. Seniority List

District shall publish a seniority list for each of the following educational support employee categories of position:

1. Highly Qualified Instructional Aide,
2. Custodians
3. Hearing Impaired Interpreters
4. Board Certified Behavior Analysis (BCBA)

Employees changing job categories shall begin a new probationary period.

An employee shall accrue seniority as listed in the category he/she is currently employed and shall retain any previous accumulated seniority in any other category the employee has worked. However, seniority shall accumulate in only the category in which the employee is presently employed.

D. Consultation with Association

When the District decides it is necessary to reduce the number of employees in the bargaining unit because of enrollment or funding, the Association President will be informed in advance of any public announcement pertaining to same. The Association shall be given an opportunity to discuss the number of employees not to be reemployed, the positions to be eliminated and alternatives to such changes.

E. Layoff Procedures

If an educational support employee is removed or dismissed as a result of a decision of the District to decrease the number of employees or to discontinue some particular type of service, written notification shall be given the employee by certified mail, in accordance with the Illinois School Code, together with a statement of honorable dismissal and the reason therefore. The employee with the shorter length of continuing service with the District, within the respective category of position, shall be dismissed first.

F. Payment of Wages

When the District due to a desire to decrease the number of dismisses an educational support employee educational support personnel employees employed by the board or to discontinue some particular type of educational support service, the employee shall be paid all earned compensation the next regularly scheduled pay date. Individual employee insurance benefits shall continue through August 31st for honorably dismissed employees who were employed for the entire previous school year.

G. Recall

If the District has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees removed or dismissed from that category of position, so far as they are qualified to hold such position.

H. Waiver of Recall Rights

Failure of the employee to respond within ten (10) calendar days after the receipt of the District's letter of recall sent by certified mail to the employee's address on file with the District recalling such employee will result in the termination of the employee's right of recall to the vacant position. It shall be the responsibility of the employee to inform the Director of any change in home address.

I. Breaking of Ties of Employment with Equal Seniority

Should a conflict arise concerning two (2) or more educational support employees with identical length of continuing service within a category, seniority shall be determined by the total number of years of service to the District regardless of whether or not the service is continuous. If the total years of service remains identical, a lot selection shall be held, witnessed by an Association representative.

J. Probationary Status – Educational Support Employees

A newly hired educational support employee shall be considered a probationary employee for the first ninety (90) workdays of his/her employment, and within those ninety (90) workdays may be discharged at any time without notice, compensation or assigning any reason whatsoever.

5.5 Vacancy Notice

All vacancies shall be posted in the administrative office and an electronic copy sent to the Association President. The District shall post the vacancy notice for seven (7) calendar days during which any internal candidate may apply for the vacant position. The required posting period may be waived by mutual agreement of the Association President and the Director. Nothing prohibits temporarily filling a vacancy pending the posting period and selection by the District of an individual to fill the vacant position. If the number of annual employment days of the vacant position is changed (either increased or decreased) prior to filling the position, the position will be reposted as stated above, unless the changed number of days was shown in the original notice. During the summer vacancies will be posted electronically on the District website and www.iasaedu.org and a copy will be sent to the Association President. Nothing in this paragraph prohibits external applicants from applying for vacancies.

An employee may make a request at any time for a voluntary transfer to a position for which they are qualified. When it is necessary to involuntarily transfer or reassign employees within a building or a classification, to the extent possible all volunteers shall first be considered. The Director shall determine selection for involuntary transfer after consideration of volunteers, with input from teachers, coordinators, and district administrators.

5.6 Mileage

Employees who are authorized by the Director to use their personal vehicles for official business shall be reimbursed the rate determined by the IRS for mileage related to the performance of duties per the following: (1) traveling between assignments within Henry-Stark boundaries, utilizing the District's established mileage chart, or (2) traveling outside Henry-Stark boundaries for approved work-related travel. The rate shall be set on a fiscal year basis.

5.7 Extended Year Definitions

Salaried certificated employees who are authorized by the Director to work an extended year shall be compensated at the employee's per diem for days worked beyond their work year, which is typically one hundred eighty (180) days. Employees who are paid on an hourly basis will be paid for all hours worked at the employee's normal rate of pay. If the extended work is part time, the compensation will be prorated.

5.8 Reduction in Force for Licensed Personnel

A. Layoff Procedures

The Director will give the President of the Association advanced notification when it is necessary to reduce the Licensed Staff because of declining enrollment, program elimination, or financial necessity. The Sequence of Honorable Dismissal List will be used pursuant with the 105 ILCS 5/24-12 of the *Illinois School Code* for the Reduction in Force (RIF).

K. Definition of Seniority

Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority:

1. The licensed employee shall acquire seniority rights upon employment in the District;
2. Continuous service shall begin from the first day the employee is paid for his/her duties in full time continuous service which leads to tenure; and,
3. Approved paid leaves of absence shall count in determining District seniority. Unpaid leaves of absence shall not count when determining seniority.

C. Breaking of Ties of Employment With Equal Seniority

If District seniority is equal between two (2) or more licensed employees within the same evaluation categories, the following criteria shall be used in determining which professional employees the District shall honorably dismiss:

1. Seniority shall be determined by the total number of years of service to the District regardless of whether or not the service is continuous;
2. If the total years of service to the District as determined above are equal, then seniority shall be determined by the employee's total years of TRS service; and
3. If the total years of service to the District as determined above are equal, District seniority shall be determined by a random lot selection witnessed by an Association representative.

D. Consultation with Association

When the District decides it is necessary to reduce the number of employees in the bargaining unit because of enrollment or funding, the Association President will be informed in advance of any public announcement pertaining to same. The Association shall be given an opportunity to discuss the number of employees not to be reemployed, the particular positions to be eliminated and alternatives to such changes.

E. Payment of Salary

When a licensed employee is dismissed by the District due to a desire to decrease the number of licensed employees employed by the board or to discontinue some particular type of service, the employee shall be given the option of being paid all earned compensation on or before the third business day following his or her last day of employment or the next regularly scheduled pay date. Individual employee insurance benefits shall continue through August 31st for honorably dismissed employees who were employed for the entire previous school year.

F. Recall

If the District has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be filled in accordance with 105 ILCS 5/24-12 of the School Code.

G. Waiver of Recall Rights

Failure of the employee to respond within ten (10) calendar days after the receipt of the District's letter of recall sent by certified mail to the employee's address on file with the District recalling such employee will result in the termination of the employee's right of recall to the vacant position. It shall be the responsibility of the employee to inform the Director of any change in home address.

5.9 Direct Deposit of Paychecks

All new and current employees will have their paychecks, mileage, and reimbursement checks direct deposited to the approved financial institution of their choice. Pay stubs will also be made available through the Henry-Stark online financial program for each employee. If an employee has a circumstance that requires, they receive a hard copy of their pay stub, they will provide written notice to payroll 10 days prior to the first day of work each year requesting that their pay stub be mailed.

5.10 Unequal Prep Time

The District will make every effort to ensure equal prep time for all classroom teachers. District teachers who are not afforded the same preparation time as the regular district personnel in the District to which the District teacher is assigned shall receive an annual stipend in the amount of \$1,000.00. The Director shall make the eligibility determination on an annual basis.

5.11 Hepatitis B Vaccine

Free voluntary vaccination of the Hepatitis B vaccine for any employees at risk of occupational exposure shall be provided as approved by the Director. Occupational exposure is defined as reasonably anticipated skin, eye, mucous membrane or potential contact with blood or other infectious materials.

5.12 Employee Physical and Drug Tests

Should the District require employees to have a physical examination, TB test, random drug tests or any job related tests, the District shall pay the cost of the physical examination or drug test except for new incoming employees regarding physicals.

5.13 Substitutes for Teacher Aides

The District will make reasonable efforts to find substitutes for teachers' aides, if available, when a teacher's aide is absent.

ARTICLE VI

EVALUATION

6.1 Evaluation Plan

The District, in cooperation with the Association, will be involved with the development and/or modification of the evaluation plan for certificated employees and educational support employees and recommend it to the Governing Board. The committee shall be seven (6) in number and consist of three (3) representatives of the Association, three (3) representatives of the District with the Director serving as 1 member, and also serving as chairperson. The Governing Board will approve or disapprove the committee proposal.

6.2 Observation Procedures

The Director and/or his/her designee in accordance with the evaluation plan shall evaluate employees.

6.3 Notification of Evaluation Process

The Director or his/her designee shall give to each employee a copy of the evaluation procedures, evaluation policy and instruments. The procedures and guidelines for conducting staff evaluations will follow the "Staff Evaluation Procedures & Guidelines" developed in cooperation with the Association and approved by the Governing Board.

6.4 Evaluation Finding(s)/Post Evaluation Conference(s)

All evaluations shall be reduced to writing and a copy given to the employee within ten (10) school days of the evaluation. The employee and the Director, or his/her designee, shall agree to a conference for purposes of discussing the evaluation within ten (10) school days after the employee has received the evaluation. If the employee disagrees with the evaluation, he/she may submit a written response, which shall be attached to the file copy of the evaluation in question.

6.5 Joint Committee

The Joint Committee will comprise of 3 Association members and 3 Henry-Stark Counties Administrators. The Joint Committee must begin their work no later than December 1st and complete their work no later than February 1st of each school year. The Joint Committee will follow guidance provided by ISBE at <http://www.isbe.state.il.us/PERA/default.htm> related to evaluations.

6.6 Evaluation Procedures for Non-Certified Employees

Evaluation for paraprofessionals will be conducted annually by supervising teacher with whom the paraprofessional works, and in conjunction with assigned Administrator to the program. Evaluations shall be related to job performance, and observation made by the teacher and assigned administrator. Supervising teachers will consult with building administration and assigned administrators to the program for additional input into the evaluation. The evaluation will include an in person formal observation by the evaluator of at least 20 minutes in duration. Any formal evaluation shall be with the paraprofessional's knowledge. The teacher and administrator will discuss the evaluation with the paraprofessional and provide copy of the evaluation within ten (10) days of the formal evaluation. If the paraprofessional disagrees with the evaluation, he/she may submit a written response, which will be attached to the fill copy of the evaluation. The substantive rating is a management prerogative and is not grievable.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Sick Leave

A. Number of Days

Fifteen (15) days sick leave shall be granted to each full-time employee (working at least a nine [9]-month contract). Thirty (30) days sick leave shall be granted to each full-time employee (at least nine [9]-month contract) after twenty-four (24) years of service to the District. Part-time employees shall receive pro-rated sick leave. Sick leave days shall be allowed to accumulate to a maximum of 360 days and days used for this purpose shall be charged against the total.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts and uncles, civil unions, and legal guardians. The Board may require a physician's certificate by a Board appointed physician as a basis for pay during leave after an absence of three (3) days for personal illness or as it may deem necessary in other cases and shall retain an excellent rating in attendance.

The District will keep each employee informed of the current status of his/her sick days. This will be reported on the employee's paycheck stub.

When less than a full day of sick leave is taken, it shall be recorded in increments of not less than one-fourth of a work day.

B. Eligibility of New Employee

To be eligible for sick leave, the employee must have qualified for the position by fulfilling all requirements of the District, including the physical examination and shall have filed with the Henry-Stark Counties Special Education District office the results of such examinations.

Sick leave for a new employee shall become effective on the first day of employment, provided that the employee has reported for duty.

C. Sick Leave Bank

Any Henry-Stark employee covered under the terms of this agreement may voluntarily elect to donate 2 (two) sick days per year for 2 (two) years to be eligible to participate in the sick leave bank. Any Henry-Stark employee who desires to participate in the voluntary sick leave bank shall only need to enroll once.

The intent of the sick leave bank is to provide additional financial protection to those employees who incur a period of prolonged illness/ hospitalization due to a catastrophic illness or injury, as verified in writing by a licensed physician. It is not the purpose of this sick leave bank to provide additional days to employees that have exhausted their accumulated sick leave and are applying for days because of common colds or some other temporary, commonplace illness. The sick leave bank committee may consider requests to make withdrawals from the sick leave bank in the event an employee is required to care for a spouse or child due to catastrophic illness or injury as verified by a licensed physician. No employee shall draw from the bank until the employee has depleted his/her accumulated sick leave and personal days. There shall be a limit of 20 (twenty) days per individual and/or one half of the bank days (whichever is less) that one may draw upon per request. Additional days may be requested and considered by the committee.

Authorized withdrawals by participating employees shall be made only upon the approval of the sick leave bank committee. Sick leave bank committee members shall be selected by the Union Executive Board and will convene at the request of the Henry-Stark Director. In addition, the Director or Assistant Director shall serve as a voting committee member.

7.2 Personal Leave

Upon notification to the Director's office up to two (2) personal days annually may be granted employees for the purpose of handling important business or personal obligations, which the employee cannot reasonably be expected to deal with on other than school time or a school day. Notification for such leave shall be given to the Director at least five (5) days in advance, whenever possible. Any decision of the Director to deny or grant approval shall be non-precedential. Personal time shall not be taken on a day preceding or following a holiday without prior approval of the Director.

Employees may accumulate up to four (4) personal days. Upon reaching the maximum number of personal days, any personal days remaining shall be converted to sick leave on July 1st. Employees requesting to use 3-4 consecutive days of personal leave shall submit a request to the Director at least five (5) days in advance. Any decision of the Director to deny or grant approval shall be non-precedential. Such personal time shall not be used on a day preceding or following a holiday.

When less than a full day of personal leave is taken, it shall be recorded in increments of not less than one-fourth of a workday.

7.3 Professional Leave

Employees who wish to attend a professional day must request no less than 5 days before and must be submitted before late registration fees are applied. Professional meetings, conferences or workshops must relate to or affect the employee's position. If approved, the employee shall be reimbursed for expenses related to attendance in accordance with District policy.

7.4 Bereavement Leave

An employee may use one day of Bereavement Leave per death for a death outside of the employee's immediate family if the employee has a close and personal relationship with the deceased. The day used for those purposes shall be charged against sick leave.

7.5 Jury Duty

An employee who is serving on a jury, or an employee who is subpoenaed to appear in a matter in which said employee is not a party or party of interest, during his/her scheduled working hours, shall receive his/her full salary for the time served on the jury or subpoenaed to appear in court, surrendering to the District all payments received as juror, less payments for non-duty days, mileage allowance, meal allowance and parking fees.

7.6 Leaves of Absence Without Pay

Leaves of absence without pay of duration no longer than one year may be granted by the Executive Board upon recommendation from the Director for such purposes as education, travel, leaves for personal illness or serious illness in the immediate family or household, child rearing, childbirth, and adoption. However, an employee who is unable to work due to the effects of pregnancy or childbirth may utilize sick leave to the extent earned and available. However, employees are not required to exhaust sick leave, personal leave or vacation leave before requesting, or being placed on unpaid leave.

Leaves of absence without pay shall be of the shortest duration possible, consistent with the scheduling needs of the educational program and the District. When possible, leaves of absence shall be coordinated with natural breaks in the educational process, such as the beginning or end of semesters, for employees who deliver direct educational services.

An employee who desires to request a leave of absence without pay shall request the same of the Director in writing. Those leaves of duration of three months or fewer, with commencement and return dates approved by the Director shall not require approval of the Executive Board.

An employee requesting a leave of absence without pay shall request the same of the Director. If the employee is unable to request the leave, due to illness or injury, the leave of absence may be requested on the employee's behalf by a family member or legally appointed representative.

Employees on unpaid leaves of absence shall not be entitled to utilize sick leave during the period of the unpaid leave.

Employees on unpaid leave of absence without pay may continue in the health insurance plan at the employee's expense, subject to health carrier or health plan approval.

This provision does not increase or limit the right of eligible Employees or the District in respect to leaves under the Family and Medical Leave Act.

7.7 Accident or Injury Leave

If an injury or illness is compensable under worker's compensation, absence due to that injury or illness shall not be charged against sick leave days. The injured teacher shall continue to receive wages and benefits in full until worker's compensation payments begin. Any teacher who is injured at the workplace shall file an accident report with the District Office in a timely manner.

7.8 Military Family Leave

Each full-time certified employee with an immediate family member serving in active-duty military service shall be entitled to two (2) military family leave days per school year without loss of pay. The immediate family, for purposes of this section, shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, brothers-in-law, sisters-in-law, and legal guardians. Unused days will not accumulate. There are no provisions for reimbursement for any unused military family days. Military family leave shall be used for the purpose of transporting an immediate family member to/ from an active-duty post and attending honor ceremonies and graduations. Requests for Military Family Leave shall be made by submitting the Military Family Leave request form.

7.9 Association Leave

Should the Association desire to send representatives to meetings pertinent to Association matters, they may do so with written notification to the Director. A maximum of two (2) representatives shall be able to attend each event without loss of salary, providing the days do not exceed eight (8) days per school year, however, the Association will be responsible for paying the cost of a substitute teacher for half of the days taken. The Association President shall submit written requests to the Director at least five (5) days in advance of absence. Association leave days do not apply to attendance of board meetings.

7.10 Severe Weather

When the absence of an employee is due to severe weather conditions, the salary of the employee will be deducted at the rate of one day's pay, or the employee may choose to use a personal day.

7.11 E-Learning Days

If a Member District enacts an E-Learning Day (in place of a snow days, watermain break, flooding, furnace/boiler issue, etc....) hourly employees will have the following 3 options available:

1. Use a personal day(s) or a sick day(s) in place of the e-learning day(s). Personal day(s) must be utilized first.
2. Make the day(s) up before the end of the current calendar year. If not made up the day(s) will become a dock day(s).
3. Choose a dock day(s) in place of the other two options.

Hourly employees will be required to contact administration with their decision within 48 hours of the e-learning day, or it will become a dock day.

ARTICLE VIII

COMPENSATION

8.1 Internal Substitution

If a certificated employee is requested by the administration to cover a class during the employee's preparation period, the employee will be paid \$30.00 per period.

Educational Support Personnel who meet all substitute teacher licensure and are assigned to serve as the substitute for a teacher, (where no substitute teacher is hired by the District for that day) shall receive sub pay at the rate established by the District.

8.2 Employee Optional Retirement Savings

Any employee eligible may contribute to a 403(b)-retirement savings plan (commonly called "tax sheltered annuity) by payroll deduction, pursuant to the Employer's 403(b) plan and rules, procedures, and forms in effect from time to time. The District may adopt rules of standard application for all participants in 403(b) arrangements, and may impose reasonable requirements upon 403(b) vendors.

The District shall have no obligation for dues and annuities for employees whose earnings are insufficient to cover authorized amounts for payroll period or any annuals due.

8.3 Salaries and Wages

Salary increases for **Licensed Staff** during 2022-2023, 2023-2024, and 2024-2025 shall be in accordance with the structures established for the years of the contract below:

2022-2023:

1. \$3,000 increase for each Licensed Staff making less than or equal to \$49,999
2. 6% increase for each Licensed Staff making greater than or equal to \$50,000

2023-2024:

2.75% increases for each Licensed Staff

2024-2025:

2.75% increases for each Licensed Staff

Educational Advancement

If a teacher successfully completes an approved Master's program, either MA or MS, and can make a connection to the ways this program will provide benefit to the District, that individual shall receive \$3,000 which will be added to her/his "base" salary for the remainder of her/his career in the district. This is for a first MA or MS degree only.

A licensed employee who has already earned a Master's degree, is eligible to apply for approval of a second MA or MS degree making a connection as to how it will further provide benefit to the District, upon reaching MA30 level that individual shall receive \$3,000 applied to their salary.

Any licensed employee who obtains their Doctorate will receive \$3,000 applied to their salary.

Wages for **Educational Support Personnel** for the 2022-2023, 2023-2024, and 2024-2025 school years shall be as follows:

2022-2023:

Starting Wage \$14.00/hour. All other employees' whose wage is greater than \$14.00/hour will be increased by 3.0% (wage increase applied dependent upon 3.0% or increase to \$14.00 whichever is greater amount).

2023-2024:

Starting Wage \$15.00/hour. All other employees' whose wage is greater than \$15.00/hour will be increased by 3.0% (wage increase applied dependent upon 3.0% or increase to \$15.00 whichever is greater amount).

2024-2025:

Starting Wage \$15.50/hour. All other employees' whose wage is greater than \$15.50/hour will be increased by 3.0%.

Longevity Bonus for Hourly Employees

1. 5 years employed consecutively a one time .25 cent bonus added to hourly wage.
2. 10 years employed consecutively a one time .35 cent bonus added to hourly wage.
3. 15 years employed consecutively a one time .50 cent bonus added to hourly wage.

8.4 Initial Licensed Staff Salary Placement

Upon initial Hire, a Licensed employee shall be placed on the initial hiring salary according to the following criteria:

	<u>BA</u>	<u>MA</u>	<u>MA30</u>
2022-2023	\$39,000	\$43,000	\$46,000
2023-2024	\$40,000	\$43,000	\$46,000
2024-2025	\$41,000	\$44,000	\$47,000

For employees that come into the District with years of service from previous work experience they will be given year-for year service credit, if accepted by the Director as relevant service time, at a rate of 2% per year, and with the following criteria:

- A. For those Employees entering with a Bachelor's Degree, the Director may accept or reject any credit past the Bachelor's Degree for any of the following reasons:
 - 1. Its pertinence to the area of assignment.
 - 2. Its relevance to the certified position.
 - 3. Whether credit was earned at an accredited institution of higher learning which is a member of National Collegiate Association of Teacher Education.
 - 4. The grade that was received for the course for which credit is being sought.

- B. For those Employees entering with a Master's Degree:
 - a. Any course taken in order to receive the appropriate Master's degree as well as any course needed to fulfill state requirements for proper certification shall not count for placement beyond the Master's column. A Master's degree is considered a maximum of 40 graduate hours. A Master's degree which requires more than 40 hours will have all hours beyond 40 graduate hours counted.

 - b. For those certified positions requiring an internship (a minimum of 185 full days) as part of the completion of the Master's Degree will be granted one year of service credit.

- C. For those Employees entering with a Specialist or Doctorate Degree:
 - a. Any degree held beyond the Master's level (i.e. Specialist, Doctorate) relevant to the position shall receive placement at MA30 level.

- D. The District shall recognize this experience in the same position (i.e. School Psychologist or School Social Worker) salary placement. Such experience shall be recognized on a one for one basis for each full year of experience (a minimum of 185 full days). Prior certificated experience as a school employee but in another capacity (i.e. classroom teacher) shall be given service credit

of one year for every two full time years of experience up to a maximum of three years

- E. After the initial year of employment, salary will be based on the other provisions of this contract as outlined.

8.5 Partial Year Service Credit

All newly hired employees who are first employed, beginning work on or before November 1 will be given credit for a full year of experience.

8.6 Pay Structure

- A. Salaried employees who work ten (10) months or fewer in a fiscal year (July 1 -- June 30) shall have the option of receiving equal salary payments every 2-weeks over twelve months (26 paydays) or ten months (20 paydays). If employees wish to change the option, they must notify the payroll department by August 15. Overtime pay will be included on the next available pay period following hours worked.
- B. Salaried Employees who work ten (10) months or fewer in a fiscal year (July 1 -- June 30) shall have the option of receiving equal payments every 2-weeks over twelve months (26 paydays) or ten months (20 paydays).
- B. Hourly Employees will earn wages per weekly timesheets submitted, and who work ten (10) months during the fiscal year (July 1 -- June 30) shall have the option of receiving equal salary payments every 2-weeks over twelve months (26 paydays) or ten months (20 paydays). If employees wish to change the option, they must notify the payroll department by August 15. Overtime pay will be included on the next available pay period following hours worked.

8.7 Insurance

To be eligible for and offered the District's insurance plan, the certificated employee must be regularly scheduled to work at least 30 hours per week.

To be eligible for and offered the District's insurance plan, the educational support employee must be placed by the District on permanent status and must be regularly scheduled to work at least 30 hours per week.

The District has establish a Tiered Health Care benefit for eligible employees providing four options called Bronze, Silver, Gold, and Family plans. Currently, the District pays 89% of the premium for the Bronze option, and will, up to an increase of 5% for the Bronze renewal premium each year of the contract. If the amount of the Bronze insurance rate is less than 0%, then the employee portion will be reduced by the same percentage/amount of what they paid the year previously. If an employee chooses the Silver or Gold health plan option the employer will pay the Bronze plan portion as outlined above, and the employee will pay the difference of the plan cost for their chosen option. Subject to any carrier restrictions, employees on approved unpaid leaves of absence may continue health coverage at their

own expense, with the employee paying the monthly premium in advance. In the event the renewal rate is significantly high, the District reserves the right to make changes to the Health Care benefit that may or may not include the Tiered Health Care options.

An insurance committee consisting of three Executive Board members, three Association members selected by the Association President, and the District Director as an ex-officio member shall review coverage, deductibles and premiums and make recommendations for any changes to the Governing Board. The Governing Board will approve or disapprove the committee proposal.

Dental and a Term Life insurance policy for \$20,000 will be paid at 100% by employer. Other costs of coverage from the options available may be made by payroll deduction.

After the employee's retirement the employee or employee's spouse may continue with Cobra Insurance at the expense of the covered individual until Medicare eligible, and/or subject to carrier restriction.

8.8 Section 125 Flexible Spending Account (FSA)

The District shall maintain a Section 125 Plan. The purpose of the Plan shall be to permit employees to make contributions toward the cost of major medical/health and dental insurance plans of the District with pre-tax dollars. The District may adopt reasonable rules, regulations and procedures regarding participation in the Section 125 Plan.

If an employee chooses to not participate in the Henry-Stark Counties Health Care Plan they can receive \$1,500 into their Section 125 Flexible Spending Account.

8.9 A. Retirement Incentive Program for Licensed Employees

Licensed employees who have served at least twenty 20 years with the District and elect to retire from the District may participate in the District's Retirement Program, and comply with TRS rules at the time of retirement.

If an eligible licensed employee gives the District an irrevocable notice of retirement by March 1st of the upcoming year, up to four (4) years prior to the year of retirement, the District shall pay him/her a six percent (6%) retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining years of service not to exceed four (4) years.

Eligibility

1. To be eligible for this option, a Licensed Employee must:
 - a. Have at least twenty (20) years of full-time creditable TRS service within the District by the last day of service in the District.

AND

- b. Be at least fifty-five (55) years of age with thirty-five (35) total years of creditable TRS service by the last day of service in the District, or be in compliance at the time of retirement in accordance with Teacher Retirement System rules at the time of retirement.

OR

- c. Meet the condition of sub paragraph 1(a) and be at least sixty (60) years of age by the last day of service in the District or be deemed sixty (60) years of age at the time of retirement in accordance with Teacher Retirement System rules at the time of retirement.
2. The eligible teacher shall sign a resignation contract unconditionally resigning employment and tenure as of the end of a school year (or the employee's work year) specified by the employee, which year may not be more than four years from the date of signing. The resignation must be signed during the term of this collective bargaining agreement.

For purpose of this Option, TRS creditable compensation is defined by TRS rules and regulations.

Eligibility requirements are for the year the retirement becomes effective, not the year the resignation is submitted.

Miscellaneous

1. If an eligible Teacher complies with sub paragraphs A (1) and (2) and the Teacher resigns from or is removed for cause from duties for which the Teacher was compensated the previous year (for example, extended year or additional compensated duties) the Teacher's TRS creditable earnings will be adjusted accordingly.
2. The Board, in its sole discretion, may allow the Teacher to rescind his/her letter or retirement because of serious illness or life changing circumstances, provided the Teacher returns to the Board any TRS creditable earnings paid to the Teacher more than the amount the Teacher would otherwise have received under the salary schedule for such year(s) in which the creditable earnings were paid.
3. If legislation is enacted and/or TRS rules and regulations are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, then this section 8.9 shall cease to operate, and the parties shall meet as soon as practicable to negotiate another provision providing benefit to the teacher of equal cost to the District which does not result in increased cost to the District.

4. Nothing in this collective bargaining agreement shall require that any employee who has availed of the benefits of Section 8.9 shall be assigned any duties or be paid any compensation greater than 6% increase in TRS creditable earnings from one school year to the next.

C. Retirement Incentive Program for Support Personnel Employees

Support Personnel employees who have served at least twenty 20 years with the District and elect to retire from the District may participate in the District's Early Retirement Incentive Program.

If an eligible Support Personnel employee gives the District an irrevocable notice of retirement by March 1st of any year up to four (4) years prior to the year of retirement, the District shall pay him/her a six percent (6%) retirement incentive, for each of his/her remaining years of service not to exceed four (4) years.

Eligibility

1. To be eligible to participate in the District's Early Retirement Incentive Program for Support Personnel Employees, a Support Personnel must:
 - a. Have at least twenty (20) years of full-time creditable IMRF service within the District by the last day of service in the District;
 - AND
 - b. Be at least fifty-five (55) years of age or older under Regular Tier 1 IMRF regulations.
 - OR
 - c. Age 62 or older under Regular Tier 2 IMRF regulations.
2. The eligible support personnel shall sign:
 - a. A resignation unconditionally resigning employment and tenure as of the end of a school year (or the employee's work year) specified by the employee, which year may not be more than four years from the date of signing. The resignation must be signed during the term of this collective bargaining agreement.

8.10 Tuition Reimbursement

Beginning with the 2022-2023 school year, the District shall establish an annual professional development pool of \$15,000 for use by certificated employees. A full-time certificated employee who takes a graduate level course from an accredited (approved by an accrediting agency recognized by the U.S. Department of Education) institution in an area of the employee's assignment, or for any college course at the request of the district. Employees will be reimbursed for the cost of the course, but not to exceed \$200 per semester credit hour of tuition, and a maximum amount of \$1,200 per year. The funds shall be expended on a "first to apply, first in right" basis until the available funds are exhausted. To be eligible for reimbursement, the Director must approve the course in advance and a minimum grade of "B" must be earned, as evidenced by official transcript or another official document satisfactory to the Director.

8.11 National Certification License Registration Fees

The District shall reimburse District Psychologists, Social Workers, and Speech Therapists who possess the appropriate licensing necessary to qualify the District for Medicaid reimbursement the cost of their annual base license registration fees.

8.12 Professional and National Certification Stipends

A. Speech and Language Pathologist Stipend

Speech and Language Pathologists who have earned their National Certificate of Clinical Competency (CCC) will have a stipend of \$3,000 for every year their certificate is "in good standing."

B. Psychologists Stipend

Psychologists who have earned the National Certification issued by the National Association of School Psychologists (NCSP) will receive a stipend of \$3,000 for every year their certificate is "in good standing."

C. School Social Workers (LCSW) Stipend

School Social Workers who have attained licensure, as a Licensed Clinical Social Workers (LCSW) will receive a stipend of \$1,500 for every year their license is "in good standing."

D. School Social Worker National Certification

School Social Workers who have attained National Certification issued from School Social Work Association of America (SSWAA) will receive a stipend of \$3,000 for every year their license is “in good standing.”

E. Certified Teachers

Certified Teachers who have attained National Certification issued from the National Board for Professional Teaching Standards (NBPTS) will receive a stipend of \$3,000 for every year their license is “in good standing.”

8.13 Supervision of Interns

1. Speech Language Pathologists
 - a. Intern Supervision: \$2,000/year or \$1000/semester
 - b. CCCs Supervision: \$1,500/year
2. School Social Worker
 - a. Intern Supervision: \$1,000/year or \$500/semester
 - b. LCSW Supervision: \$1,500/year
3. School Psychologists
 - a. Intern Supervision: \$2,000/year or \$1000/semester
 - b. NASP Supervision: \$1,500/year

ARTICLE IX

EFFECT OF AGREEMENT

9.1 Savings Clause

Should a court of competent jurisdiction declare any article, section, or clause of this Agreement illegal, that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

9.2 No Strike Clause

During the term of this Agreement, neither the Association nor any employee covered by this Agreement shall promote or engage in any strike, slowdown, or other failure to render full and complete services to the District. The Board agrees it will not bring any actions for damages against the Association for any strike that the Association does not instigate or condone, provided the Association immediately informs and advises employees who engage in such activities that such actions are forbidden, and to return to rendering full services to the District immediately. Any employee who engages in any activity contrary to this agreement to alter or change hours, wages and any terms or conditions of employment is subject to termination.

9.3 Life of Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties of this Agreement. The specific terms and conditions of the agreement may be changed, added to, or deleted only through the voluntary mutual consent of the Association and the District. Such change, addition, or deletion shall be in written amendment form executed according to the provisions of this agreement with ratification by both parties.

9.4 Management Rights

Nothing in this collective bargaining agreement is to be interpreted as constituting a waiver of the rights of the Governing Board, Executive Board or member school districts to create and maintain special educational and related services which reflect the determinations of Henry-Stark Special Education District as determined by the Governing Board or the Executive Board. The intent of the agreement is to establish with the Association wages and other compensation, working hours, and conditions of employment, as expressed in this agreement.

The parties agree and acknowledge that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the Rules and Regulations of the State Board of Education, the School Code of Illinois, Statutes of the State of Illinois, the Illinois Education Labor Relation Board (IELRB), and the Constitutions of the State of Illinois and of the United States.


The exercise of the foregoing powers, rights, duties, and responsibilities by the Governing Board and Executive Board, and the adoption of policies, rules, regulations, and practices in furtherance thereof, shall be the exclusive prerogative of the Governing Board and Executive Board, except as limited by the specific terms of this Agreement, or by applicable law.

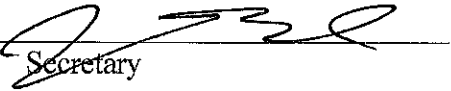
9.5 Duration

This Agreement shall become effective as of August 1, 2022 and shall remain in full force and effect until midnight, July 31, 2025. Both Parties agree to enter into negotiations over a successor Agreement not later than June 1, 2025, unless both parties agree to an alternate date.

In Witness Whereof, the parties have executed this Agreement.

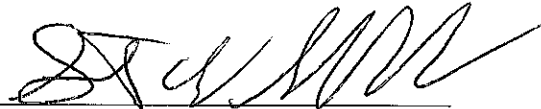
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EDUCATION DISTRICT

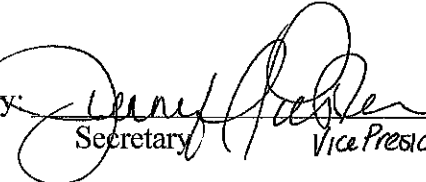
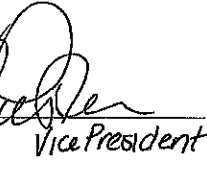
By: 
Chairman

By: 
Secretary

07/16/2022
Date

HENRY-STARK COUNTIES SPECIAL
EDUCATION ASSOCIATION

By: 
President

By:  
Secretary Vice President

7-6-22
Date