

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HENRY-STARK COUNTIES SPECIAL EDUCATION ASSOCIATION

AND

HENRY-STARK COUNTIES SPECIAL EDUCATION DISTRICT

FOR

2025-2026

2026-2027

2027-2028

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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 pertinent 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 regarding wages, hours, and working conditions with any individual, group, organization, or employees covered by this Agreement other than the duly elected representatives, except as authorized by the Illinois Education Labor Relations Act IELRA. Alleged violations of this section may be litigated in the forum of the grievant's choice but may not be litigated in multiple forums.

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. In the belief that such a procedure should be expedient, the following outlines the steps open to the grievant. All documents, communications, and records dealing with the 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 discuss the matter with his/her immediate supervisor within ten (10) days of the perceived contract violation 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, 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 or the Director, as noted in 2.1 above. The written grievance shall be submitted within twenty (20) days of the original event-giving rise to the grievance. The immediate supervisor or Director, whichever is applicable, must 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 of the written response in 2.2 above, such grievance to the Director of Special Education. The Director shall meet to discuss the problem with the grievant and attempt to come to a resolution regarding the issue. 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. In his/her opinion, the arbitrator shall not amend, modify, nullify, ignore, or add to the Agreement's provisions.

If a demand for arbitration is not filed with the Board within thirty (30) days of the date of receipt of the 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

Any step of the grievance procedure may be bypassed by mutual agreement. When a grievance is based upon the decision of the Henry-Stark Director, it shall commence with the Director, 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 shall make no reprisals 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.

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 that an employee could reasonably assume might 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. The specific representative must be reasonably available. If not, the employee shall be required to select another Association representative.

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 with reasonable advanced notice, subject to availability.

3.3 Use of District Equipment

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

3.4 Use of Mailboxes

To communicate with members of the bargaining unit, the Association shall have the right to place materials in non-USPS internal employee mailboxes in member districts. A copy of said materials, including mass e-mailings, is 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 and a copy of the agenda within the exact public notice requirements as required by the Illinois Open Meetings Act. 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, to attend 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 once per month.

The parties intend the Association to rotate its representatives 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 Review Act, employees shall be permitted to inspect all or any part of their personnel records within seven (7) working days of making such a request. The employee may request a form supplied by the District or other written means, such as an email or text. If the District can demonstrate that it cannot meet this deadline, it shall have an additional seven (7) 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 over 10 pages will be charged a fee as determined by the Henry-Stark Counties Special Education District, not to exceed the cost to be established by the Governing Board annually.

Records inspection shall occur at the Henry-Stark Administrative Offices during regular business hours. The District may permit inspection at another time or place more convenient to the employee upon the decision of the Director. The employee shall have the right to put in his/her personnel file a written reaction to any of its content. The District may have an agent present during the review. If the employee demonstrates that he/she cannot 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

The district will assign employees 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 from the affected employee.

3.8 Printing of Agreement

A copy of this Agreement shall be available on the Henry-Stark Counties Special Education District's website within thirty (30) days after it is signed. 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

The Director may progressively impose discipline for remediable offenses or violations of work rules in the form of oral warning, written warning, and suspension without pay of up to three days. The Executive Board may impose suspension without pay for up to ten days or demotion.

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 with pay and benefits from employment duties while investigating possible employee wrongdoing. Such removals, 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 an employer's decision 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 yearly unless the employee revokes said permission 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.

Before September 30th, the Association shall certify the names of the individuals involved and the annual deduction amount. 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 and May 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 who elect to join the Association after the commencement of the school year in as equal installments as possible to ensure that the May 30th paycheck deducts the certified dues.

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

1. dues owed after the 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 after school is dismissed. On said dates, the employees who 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 to discuss items of interest to either party. Either party may 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 when it gives said notice. The requirements of this section shall apply to general labor relations type meetings and no other types of meetings between the parties.

ARTICLE IV

HOURS OF WORK

4.1 Workday – Certified Staff

Certified Employees must 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. Certified 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 regularly 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 training or events, they may do so by request. Educational support employees required to participate in 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, 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 employees who work more than forty (40) hour work week shall be paid one and one-half times their regular hourly rate of pay for each hour worked beyond forty (40). Non-exempt employees shall be paid their regular hourly rate of pay for hours worked up to and including forty (40) in a workweek.

Non-exempt employees shall obtain approval of the Director or his designee in writing in advance, before working other than regularly assigned hours including prior to working overtime. Non-exempt 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 their current work year ends. In the event the District deems changes in such assignments necessary, the employees affected shall be notified promptly in writing of the proposed change. They may have an opportunity to consult with the Director or designee regarding the change.

5.2 Job Descriptions

In cooperation with the Association, the District 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, 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 Certified Staff Sequence of Honorable Dismissal List

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

5.4 Reduction in Educational Support Employees

A. Educational Support Personnel Seniority List

The District shall post and provide the Association with a tentative list of educational support personnel seniority by February 1, annually. Employees shall have ten (10) calendar days from the posting date 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 objection period 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. The period of layoff is as established by this Agreement.
3. Seniority continues to accrue during the following:
 - a. Paid leave of absence
 - b. Temporary disability under IMRF and
 - c. FMLA leaves of absence

C. Seniority List

The 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)
5. Occupational Therapists (OT)
6. Certified Occupational Therapist Assistant (COTA)

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 previously 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 the same. The Association shall be allowed 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 the District's decision to decrease the number of employees or discontinue some particular type of service, written notification shall be given to 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 honorably dismisses an educational support employee due to a desire to decrease the number of 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 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

If the employee fails to respond within ten (10) calendar days after receiving the District's letter of recall sent by certified mail to the employee's address on file with the District recalling such employee, the employee's right of recall to the vacant position will be terminated. The employee shall be responsible for informing 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 lengths 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 remain 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 will be sent to the Association's President and all members. 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) before 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 electronically to the Association President and all members. Nothing in this paragraph prohibits external applicants from applying for vacancies.

Employees may request a voluntary transfer to a position for which they are qualified at any time. 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 the selection for involuntary transfer after considering volunteers, with input from teachers, coordinators, and district administrators.

5.6 Mileage

Employees who the Director authorizes to use their personal vehicles for official business shall be reimbursed at 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. Mileage incurred "commuting" will not be reimbursed.

5.7 Extended Year Definitions

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

5.8 Reduction in Force for Certified Personnel

A. Layoff Procedures

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

B. 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 certified employee shall acquire seniority rights upon employment in the District;
2. Continuous service shall revert to, 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. Unpaid leaves of absence of 90 or more consecutive or intermittent days within one school year shall not count.

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 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 the 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 the District dismisses a licensed employee 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 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 becoming available shall be filled in accordance with 105 ILCS 5/24-12 of the School Code.

G. Waiver of Recall Rights

If the employee fails to respond within ten (10) calendar days after receiving the District's letter of recall sent by certified mail to the employee's address on file with the District recalling such employee, the employee's right of recall to the vacant position will be terminated. 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 them to 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 reasonable 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 of \$2,000.00, paid \$1,000 at the end of each semester, at which time another reasonable attempt will be made to ensure equal prep time. 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

When a teacher's aide is absent, the district will make reasonable efforts to find substitutes.

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 (7) in number and consist of three (3) representatives of the Association and three (3) representatives of the District, with the Director serving as one member, as well as the 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 each employee a copy of the evaluation procedures, 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 will be 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 to discuss 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 within ten (10) school days, which shall be attached to the file copy of the evaluation in question.

6.5 Joint Committee On Student Growth

The Joint Committee will consist of 3 Association members and 3 Henry-Stark Counties Administrators. It must begin work no later than December 1st and complete it no later than February 1st of each school year. The Joint Committee will follow the 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 the supervising teacher with whom the paraprofessional works and in conjunction with the assigned administrator of the program. Evaluations shall be related to job performance and observations 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 a copy of the evaluation within ten (10) school days of the formal evaluation. If the paraprofessional disagrees with the evaluation, he/she may submit a written response within ten (10) school days, which will be attached to the full evaluation copy. 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 of sick leave shall be granted to each full-time employee (working at least a nine [9]-month contract). Twenty (20) days of sick leave shall be granted to each full-time employee (at least nine [9]-month contract) after twenty (20) years of service with the District. Thirty (30) days of 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, mental or behavioral health complications, quarantine at home, or serious illness in the immediate family or household. "Immediate family" shall include parents, stepparents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts and uncles, civil unions, domestic partners, 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 workday.

B. Eligibility of New Employee

To be eligible for sick leave, the employee must first have completed all physical fitness requirements of the School Code, including the physical examination and proof of freedom from communicable diseases. Evidence of such must have been filed with the Henry-Stark Counties Special Education District office before becoming eligible for sick leave.

Sick leave for new certified employees shall not become available until the new certified employee has reported for the first day of work.

Non-certified employees during their first year of employment at the District will earn two (2) days of sick leave after successfully completing a month during the school term, accumulating up to a maximum of fifteen (15) days for the school year. Upon successfully completing the first year, the non-certified employee will receive 15 sick leave days on their second year's first day of work.

C. Sick Leave Bank

Any new 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 wanting to join the voluntary sick leave bank must enroll only once.

The sick leave bank intends to provide additional financial protection to employees who incur a period of prolonged illness/ hospitalization due to a catastrophic illness or injury, as verified in writing by a licensed physician. This sick leave bank does not intend to provide additional days to employees who 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 withdraw from the sick leave bank if an employee must 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. The committee may request and consider additional days, with a maximum of 40 (forty) days given in a school year.

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 to employees to handle important business or personal obligations that the employee cannot reasonably be expected to deal with other than school time or a school day. Notification for such leave shall be given to the Director at least five (5) calendar 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 remaining days shall be converted to sick leave on July 1st. Employees requesting 3-4 consecutive days of personal leave shall submit a request to the Director at least five (5) calendar 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 wishing to attend a professional day must request no less than five (5) calendar days before and submit their request 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

Employees may use up to two (2) days of Bereavement Leave for a death in their immediate family and 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(s) used for this purpose 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.

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 unable to work due to a disability related to pregnancy or childbirth may utilize sick leave to the extent earned and available. However, employees are not required to exhaust sick, personal, or vacation leave before requesting or being placed on unpaid leave.

Leaves of absence without pay shall be the shortest duration, 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. Leaves 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 from the Director. If the employee is unable to request the leave due to illness or injury, a family member or legally appointed representative may request it on the employee's behalf.

Employees on unpaid leaves of absence are not entitled to use 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 with respect to leaves under the Family and Medical Leave Act or for childbirth leave in accordance with sections 24-6 of the Illinois School Code.

7.7 Accident or Injury Leave

If an injury or illness arising out of and in the course of employment with the District causes an employee to be absent from work on total temporary disability (TTD), the employee will continue to receive wages and benefits in full for the initial three (3) days of TTD caused by such injury or illness with no charge against the employee's sick or personal leave. The District worker's compensation carrier, sick leave, and FMLA policies will be in effect as of the fourth (4th) day of TTD in accordance with those plans/policies as applicable. Any employee who suffers injury or illness arising out or during employment with the District shall file an accident report with the District Office promptly.

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. For purposes of this section, the immediate family 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 to transport an immediate family member to/ from an active-duty post and attend 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 before the absence. Association leave days do not apply to attendance of board meetings, litigation against the District, labor negotiations, or a union-related work stoppage.

7.10 Severe Weather

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

7.11 E-Learning Days

If a Member District enacts an E-Learning Day (in place of snow days, water main breaks, flooding, furnace/boiler issues, etc.), hourly employees will have the following three options available:

1. You can use a personal day(s) or a sick day(s) in place of the e-learning day(s). The personal day(s) must be utilized first.
2. Make the day(s) up before the current school calendar year ends. If not made up, the day(s) will become dock days.
3. Choose a dock day(s) instead of the other two options.

Hourly employees must 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 the administration requests a certificated employee to cover a class during the employee's preparation period, the employee will be paid \$50.00 per period.

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

8.2 Employee Optional Retirement Savings

Any employee is eligible to 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’s plan documents will control contribution limits. If an employee’s earnings for a particular payroll period are not sufficient to allow for the employee’s elected contribution to the plan, the District will notify the employee that no contribution or a reduced contribution will be made in accordance with the plan's procedures.

8.3 Salaries and Wages

Salary increases for Certified Staff during 2025-2026, 2026-2027, and 2027-2028 shall follow the structures established for the contract years. Each year, the TRS percentage of the Board Paid portion will increase cumulatively over three (3) years to no greater than 10% and will not exceed 10% of the Board Paid contributions.

2025-2026:

1. 4% of TRS will be board-paid for each Certified Staff member
2. 2% salary increase for each Certified Staff member

2026-2027:

1. 4% of TRS (8% total TRS in year 2) will be board-paid for each Certified Staff member
2. 2% salary increase for each Certified Staff member

2027-2028

1. 2% of TRS (10% maximum total in year 3) will be board-paid for each Certified Staff member
2. 3% salary increase for each Certified Staff member

Educational Advancement

If a certified employee completes an approved Master's program, either MA or MS, and can connect the program's benefits 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 certified 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 the MA30 level, that individual shall receive \$3,000 applied to their salary.

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

Wages for Educational Support Employees for the 2025-2026, 2026-2027, and 2027-2028 school years shall be as follows:

2025-2026:

Starting Wage: \$16.50/hour. All other employees whose wage is greater than \$16.50/hour will be increased by 5% (wage increase applied dependent upon 5% or increased to \$16.50, whichever is the greater amount).

2026-2027:

Starting Wage: \$17.50/hour. All other employees whose wage is greater than \$17.50/hour will be increased by 5% (wage increase applied dependent upon 5% or increased to \$17.50, whichever is the greater amount).

2027-2028:

Starting Wage: \$18.00/hour. All other employees whose wage is greater than \$18.00/hour will be increased by 5% (wage increase applied dependent upon 5% or increased to \$18.00, whichever is the greater amount).

Longevity Bonus for Hourly Employees

1. Employees who have been employed consecutively with the district for five (5) years will receive a one-time \$1.00/hour increase added to their hourly wage.
2. Ten (10) years employed consecutively with the District will receive a one-time \$1.00/hour increase added to their hourly wage and board-paid IMRF (no greater than 5%).
3. Fifteen (15) years employed consecutively with the District will receive a one-time \$1.00/hour increase added to their hourly wage.

*The wage increase is a one-time addition upon reaching the longevity year.

Intensive Environment Classroom Assignment (Excel and Life Skills Classrooms)

If an Educational Support Employee job assignment is either at Excel School or a designated Life Skills classroom, that individual will receive an additional hourly wage stipend of \$1.00/hour. The stipend will only remain with the individual as long as they are assigned to an Intensive Environment Classroom.

8.4 Initial Licensed & Certified Staff Salary Placement

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

| | <u>BA</u> | <u>MA</u> | <u>MA30</u> | <u>PhD/EdD</u> |
|---------------------------|------------------|------------------|--------------------|-----------------------|
| 2025-2026 (4%TRS) | \$46,000 | \$50,000 | \$54,000 | \$58,000 |
| 2026-2027 (8% TRS) | \$48,000 | \$52,000 | \$56,000 | \$60,000 |
| 2027-2028 (w/TRS) | \$48,000 | \$52,000 | \$56,000 | \$60,000 |

For employees who 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. It's pertinent to the area of assignment.
 2. Its relevance to the certified position.
 3. Whether credit was earned at an accredited institution of higher learning or a National Collegiate Association of Teacher Education member.
 4. The grade received for the course for which credit is being sought.
- B. For those Employees entering with a Master's Degree:
 - a. Any course taken to receive the appropriate Master's degree and 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 certified positions requiring an internship (a minimum of 185 full days) to complete the Master's Degree, one year of service credit will be granted.

C. For those Employees entering with a Specialist Degree:

- a. Any degree held beyond the Master's level (i.e., Specialist) relevant to the position shall receive placement at the 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. For initial placement, Occupational Therapists (OT) and Certified Occupational Therapy Assistants (COTA) will follow the Licensed & Certified compensation commensurate with their education level and years of experience.

F. 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 and begin 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). Employees who wish to change the option must notify the payroll department by August 15. Overtime pay will be included in 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).
- C. Hourly Employees will earn wages per weekly timesheets submitted, and those 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). Employees who wish to change the option must notify the payroll department by August 15. Overtime pay will be included in 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 District must place the educational support employee on permanent status and must be regularly scheduled to work at least 30 hours per week.

The District has established a two-tiered Health Care benefit for eligible employees, offering a Bronze and Silver Plan. If an employee chooses the Silver health plan option, the employer will pay the Bronze plan portion as outlined above, and the employee will pay the difference in the plan cost for their chosen option. The District will pay 90% of the premium for the employee, with the member being responsible for the remaining 10%. 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. If the renewal rate is significantly high, the District reserves the right to change the Health Care benefit.

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 recommend any changes to the Governing Board. The Governing Board will approve or disapprove the committee proposal.

Dental and a Term Life insurance policy for \$25,000 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 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 Plan shall permit employees to contribute pre-tax dollars to the cost of the district's major medical/health and dental insurance plans. The District may adopt reasonable regulations and procedures regarding Section 125 Plan participation.

Each eligible employee for the District's health insurance plan will be allocated \$1,500 that can be utilized by choosing one of the following three (3) options:

1. Have the \$1,500 go towards the District health insurance plan premiums.
2. Have the \$1,500 placed into a Section 125 Flex Account instead of putting it towards the health insurance premium.
3. Have the \$1,500 placed into a Section 125 Flex Account and opt out of the District's health insurance plan.

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.
 - 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 comply at the time of retirement in accordance with Teacher Retirement System rules at the time of retirement.
 - OR
 - c. Meet the condition of subparagraph 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 the 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 subparagraphs 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. While the contract is irrevocable, 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, resulting in a higher cost to the District than the costs generated by this agreement, then section 8.9 shall cease to operate. The parties shall meet as soon as practicable to negotiate another provision providing benefits to the teacher of equal cost to the District, which does not result in increased cost to the District.
4. Employees who have availed themselves of the benefits of Section 8.9 are not allowed to earn or otherwise be paid any compensation greater than a 6% increase in TRS creditable earnings from one school year to the next.

B. 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 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 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 this collective bargaining agreement's term and be irrevocable.

8.10 Tuition Reimbursement

Beginning with the 2025-2026 school year, the District shall establish an annual professional development pool of \$20,000 for certified and non-certified 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 district's request. Employees will be reimbursed for the course cost, but not to exceed \$350 per semester credit hour of tuition and a maximum of \$2000 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 an official transcript or another official document satisfactory to the Director.

8.11 National Certification or License Registration Fees

The District shall reimburse District Psychologists, Social Workers, Occupational Therapists, 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 Certificate of Clinical Competency (CCC) will have a stipend of \$5,000 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 \$5,000 for every year their certificate is "in good standing."

C. School Social Workers (LCSW) Stipend

School Social Workers who have attained licensure as Licensed Clinical Social Workers (LCSW) will receive a stipend of \$5,000 for every year their license is "in good standing."

D. School Social Worker National Certification

School Social Workers who have attained National Certification issued by the School Social Work Association of America (SSWAA) will receive a stipend of \$5,000 for every year their license is "in good standing."

E. Certified Teachers

Certified Teachers who have attained National Certification issued by the National Board for Professional Teaching Standards (NBPTS) will receive a stipend of \$5,000 for every year their license is "in good standing."

F. Occupational Therapist (OT) & Certified Occupational Therapy Assistant (COTA)

An OT or COTA who has earned their National Certification issued by the National Board of Occupational Therapists (NBOT) will receive a stipend of \$5,000 every year, and their certificate is "in good standing."

8.13 Supervision of Interns

1. Speech Language Pathologists
 - a. Intern Supervision: \$4,000/year or \$2,000/Semester
 - b. CCCs Supervision: \$2,500/year
2. School Social Worker
 - a. Intern Supervision: \$4,000/year or \$2,000/Semester
 - b. LCSW Supervision: \$2,500/year
3. School Psychologists
 - a. Intern Supervision: \$4,000/year or \$2,000/Semester
 - b. NASP Supervision: \$2,500/year
4. Occupational Therapist
 - a. Intern Supervision: \$2,000/Semester

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 complete services to the District immediately. Any employee who participates 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 outlined 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 that reflect the determinations of Henry-Stark Special Education District as determined by the Governing Board or the Executive Board. The agreement intends to establish wages and other compensation, working hours, and conditions of employment with the Association, 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, 2025, and shall remain in full force and effect until midnight, July 31, 2028. Both Parties agree to enter into negotiations over a successor Agreement not later than June 1, 2028, unless both parties agree to an alternate date.

In Witness Whereof, the parties have executed this Agreement.

HENRY-STARK COUNTIES SPECIAL
EDUCATION DISTRICT #801

By: _____
Chairman

By: _____
Secretary

Date

HENRY-STARK COUNTIES SPECIAL
EDUCATION ASSOCIATION #801

By: _____
President

By: _____
Secretary

Date

