

**AGREEMENT BETWEEN  
THE BOARD OF EDUCATION  
KANELAND COMMUNITY UNIT  
SCHOOL DISTRICT #302**

**AND**

**THE SUPPORT PROFESSIONALS'  
EDUCATION ASSOCIATION OF KANELAND, IEA/NEA**

**July 1, 2022 – June 30, 2027**

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## ARTICLE I - RECOGNITION AND DEFINITIONS

The Board of Education of District #302 recognizes the Support Professionals' Education Association of Kaneland, an affiliate of the Illinois Education Association and the National Education Association, as the sole negotiating agent for all full-time and part-time regularly employed health aides, secretarial employees, paraprofessionals, school nurses, food service, dishwashers, MTSS assistants, teaching assistants, security and study hall supervisors, hereinafter referred to as "Employees."

Excluded from the bargaining unit are all Maintenance employees, Technology employees, Administrator Assistants - Superintendent, Administrator Assistant - Business Office, Benefits Coordinator, Crossing Guard, Head Cook, Lunch Monitor, Lunch/Mail Delivery, Monitor - Inside Monitor - Outside, Occupational Therapist, Physical Therapist, Transportation employees, Transportation Assistant - Transportation Director, Payroll Administrator, Accounts Payable Administrator, Accounts Payable Assistant, Administrative Assistant - Special Education Secretary-Special Education, and Assistant for Educational Services (HR/Curriculum) and confidential, administrative and managerial employees as defined by IELRA.

**1.1** The Board agrees not to negotiate with any other employees' organization with regard to items contained in this Agreement unless otherwise provided for in this Agreement. It is understood and agreed, however, that the Board, Administration, individual employees or group of employees in the District retain their right to discuss problems relating to educational matters which are beyond the scope of salaries and the terms covered by the Agreement.

### **1.2 Definitions - Full time Employee**

The term "full time Employee" includes any member of the Bargaining Unit who is regularly assigned to work at least thirty (30) hours per week on student attendance days.

## ARTICLE II - ASSOCIATION RIGHTS

### 2.1 Right to Organize and Bargain

Employees shall have the right to form, join or assist professional organizations and to participate in negotiations with the School Board through representatives of their own choosing and to engage in other legal activities, individually or in concert, for the purpose of establishing, maintaining, protecting or improving conditions of employment. Employees shall have the right to refrain from any and or all such activities as stated above.

### 2.2 Non-Reprisal

The Board of Education shall not impose or threaten to impose reprisals on employees, or discriminate or threaten to discriminate against employees in regard to hiring, promotions, assignment, grievance(s), salary increment, termination of contract, tenure of service, or any other terms or conditions of service by reason of their exercise of the rights provided by this Agreement.

### 2.3 Association-Superintendent Meetings

The Superintendent or designee, shall meet as needed with representative(s) of the Association to discuss matters relating to the implementation of this Agreement. By mutual agreement, a meeting may be cancelled.

### 2.4 Association-Principal Meetings

The Principal of each school shall meet once per semester with the Association Building Representative(s) to discuss questions relating to the implementation of this Agreement. By mutual agreement, a meeting may be cancelled.

### 2.5 Meetings, Notices and General Information

The Association shall have the right to use the school buildings for meetings with Association members and non-member employees provided that such meetings do not interfere with instructional programs or any scheduled District events. The Association shall not use school buildings for meetings to which the public is invited without advanced approval of the Superintendent or designee. Any out of the ordinary expenses, as a result of said meeting(s), shall be reimbursed to the District by the Association. The Association may use support staff school mailboxes and workroom bulletin boards for Association matters. The Association shall be allowed use of computers and copiers. No school equipment shall be removed from the premises for Association Business.

### 2.6 Association Release Time

A. A substitute shall be paid by District 302 for the representatives (not to exceed two [2]) of the Support Professionals' Education Association of Kaneland to attend region, state or national Illinois Education Association or National Education Association meetings. Attendance at such meetings shall be charged to the SPEAK member as a district conference/professional day. The other expenses of delegates to these meetings shall be paid by the Support Professionals' Education Association of Kaneland. Persons who wish to attend such meetings shall notify their principal two (2) weeks in advance. The Association shall promptly reimburse the Board for the cost of substitute employees used in connection with such leave.

B. The responsibility of District 302 to pay substitutes for persons attending Illinois Education Association or National Education Association meetings shall not extend beyond the delegates representing the local Support Professionals' Education Association of Kaneland at such meetings.

C. In the negotiating year, the SPEAK leadership will be allowed one (1) day for negotiation purposes upon mutual agreement between the Superintendent or designee and the Association. Substitutes, not to exceed four (4), will be paid by District 302. Principals will be notified by participating association representatives at least two (2) weeks in advance. Upon

request by the Association, the Superintendent may allocate additional days; with any cost to be incurred by the Association. The Association shall promptly reimburse the Board for the cost of substitute employees used in connection with such leave.

D. The SPEAK President shall be provided a duty free SPEAK planning time up to one (1) hour per day or five (5) hours per week, if needed, which shall be scheduled upon mutual agreement between SPEAK President and the Superintendent or designee. The Association shall promptly reimburse the Board for the cost of substitute employees used in connection with such leave.

### **2.7 Personnel File**

There shall be only one (1) official personnel file for each Employee, maintained in the District's Administrative Office. Each Employee shall receive a copy of all evaluations or disciplinary materials placed in his/her personnel file. An Employee will have the opportunity to reply in writing to all evaluations or disciplinary notices within thirty (30) calendar days after receipt thereof, and all written replies will be placed in the Employee's personnel file. Each Employee shall have the right upon reasonable advance request to review the contents of his/her personnel file as allowed by law, provided that such review shall occur during office hours and shall be in the presence of a District administrator. The Employee may have copies of materials in his/her file provided that he/she pays the copying fee charged by the Board not to exceed the cost of duplication of the copied materials. Employee personnel files shall be kept confidential, except as permitted by law.

### **2.8 Posting of Contract**

Upon ratification of this Agreement, the Superintendent or designee shall post the Agreement on the District website within ten (10) working days after each Party's representatives have signed the Agreement.

### **2.9 Dues Deduction**

The District Business Office shall provide the SPEAK Membership Chair with a list of Employees eligible to be Association members by September 15 each year. The SPEAK Membership Chair shall provide the District Business Office with a list of Employees who are members in the Association and have authorized the deduction of member dues by September 30 each year. Such authorization shall continue unless and until the authorization is withdrawn in writing to the District Business Office by SPEAK.

The Board will deduct the dues specified by the Association on a pro rata basis from the Employee's paycheck over 17 pay periods beginning with the first pay date in October of each school year. A list of Employees from whom the dues have been deducted and the amount deducted from each Employee shall be forwarded to the SPEAK Membership Chair no later than ten (10) days after such deductions were made.

The Association and the Illinois Education Association agree to defend, indemnify, and save the Board harmless against any claim, demand, suit or other form of liability that may arise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, provided that this paragraph shall not apply to any claim, demand, suit or other form of liability that may arise as a result of the Board's failure to comply with the lawful obligations imposed upon it by this Section.

### **2.10 New Hires and Staff Changes**

The Administration shall provide the SPEAK President or designee with information about all Employees in the bargaining unit including, but not limited to, the following information:

- (A) within ten (10) work days from the beginning of every school term and every 30 calendar days thereafter in the school term, in an Excel file or other editable digital file format agreed to by the exclusive representative, the Employee's name, job title, worksite location, hours, full time equivalency (FTE), home address, work telephone

numbers, identification number if available, any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer; and

- (B) unless otherwise mutually agreed upon, within ten (10) work days from the date of hire of a bargaining unit Employee, in an electronic file or other format agreed to by the exclusive representative, the Employee's name, job title, worksite location, hours, full time equivalency (FTE), home address, work telephone numbers, and any home and personal cellular telephone numbers on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

The District will also provide notice of Employee changes including resignations, terminations, and reassignments within ten (10) days after Board approval.

In addition, the District will provide all new Employees or Employees reassigned to a new job title with a copy of their current job description.

### **2.11 Evaluations**

The goal of Employee evaluations is to:

1. Monitor the professional performance of support staff employees
2. Provide feedback to support staff employees
3. Provide yearly review and evaluation of employees

Beginning in the 2018-2019 school year, an effort to provide consistency throughout the evaluation process and to maintain a standard of excellence in our support personnel, District Administration shall publish a ESP Evaluation Handbook that outlines the evaluative process and forms. The Building Principal, Assistant Principal or other assigned Administrator shall be responsible for evaluating ESP performance.

- A. Each employee shall be provided a copy of the evaluation tool to be used within four (4) weeks of employment.
- B. After successfully completing the ninety (90) calendar day probationary period, all ESP employees will be evaluated at least once each school year.

## **ARTICLE III - NO STRIKE PROVISION**

It is agreed and understood that there shall be no strike, work stoppage, picketing, or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

#### ARTICLE IV - NEGOTIATIONS PROCEDURES

- 4.1 Negotiations shall be conducted pursuant to the Illinois Educational Labor Relations Act.
- 4.2 When negotiations are conducted during regular work hours, up to four of the Association's negotiating committee members shall be provided release time with pay.
- 4.3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 4.4 Both Parties agree to negotiate in good faith.
- 4.5 It is the mutual responsibility of the Board and the Association that their respective negotiating agents shall be clothed with necessary power and authority to make and consider proposals, counterproposals, and tentative agreements.
- 4.6 By mutual agreement of both Parties, negotiations shall begin on or before May 1st of the year the Agreement expires, except as provided by law.
- 4.7 All tentative Agreements shall be written and initialed by the designee of the respective teams at the meeting the tentative Agreement is reached. Initialed copies shall be given to each negotiating team. The next negotiating session will be scheduled prior to adjournment whenever possible.
- 4.8 The Agreement or any phase of it shall be considered tentative until the entire Agreement is negotiated. After the employees have ratified the Agreement, the Employer shall take official action on the tentative Agreement at or before its next regularly scheduled meeting.
- 4.9 All negotiating meetings shall be closed sessions.
- 4.10 It is agreed that the Parties shall jointly request the Federal Mediation and Conciliation Service (FMCS) or another mutually agreed upon mediation service, if either party to this Agreement declares impasse. In the event the Parties cannot agree upon a mediation service, the Illinois Educational Labor Relations Board shall be notified.
- 4.11 The Board shall furnish to the Association President or designee, at no charge, the following documents as they are received, compiled, or completed: a list of Employee pay rates; the number of Employees who are participating in single, family or other health care coverage; and a list of Employees who have submitted a written intent to retire. The Board shall provide to the Association President or designee additional information to which the Association is entitled under law, upon their written request.

**ARTICLE V - WORKING CONDITIONS**

**5.1 Work Calendars**

A. The number of work days and hours per day for positions within the SPEAK bargaining unit are as follows:

<b>Job Position</b>	<b>Calendar days</b>	<b>Hours per day</b>
HS Principal Secretary, HS Registrar, HS Student Service Secretary, HS Treasurer, MS Attendance / Asst. Principal Secretary, MS Principal Secretary / Treasurer, MS Registrar, Elementary Principal Secretary*, FVCC Director Secretary*, HS Athletic Secretary*	237	8
MS Receptionist *	200	8
Elementary Office Secretary	190	8
HS Dean Secretary	180	8
LRC Assistant	176	8
HS Attendance Secretary	176	8
HS Receptionist	173	8
Security, Study Hall Supervisors	172	8
Health Assistant, Building Nurse	175	7.5
Paraprofessional	175	7.5
EC Paraprofessional – 4 day	142	7.5
One-on-One Nurse	172	7.5
Food Service	174	7
FVCC Receptionist	174	6
FVCC Security	169	6
Dishwasher	174	3

\*District Administration shall assign tasks and working locations to these positions during Summer Work Hours, as needed and deemed necessary by Administration.

- C. The District will post work calendars on the website by June 15 for twelve (12) month employees and by August 1 for all other employees.
- D. Employees will be notified of any changes in their work calendar by e-mail. Employees may be asked to work additional days beyond the days reflected on the work calendar.

## **5.2 Job Descriptions**

Each Employee shall be provided with an accurate and up-to-date copy of the job description upon hire or when changing positions. Job descriptions for SPEAK employees shall be available via the District shared files. Job descriptions shall include: job title, minimum requirements and qualifications, essential functions, and list of tasks / responsibilities normally associated with the position.

## **5.3 New Employee Orientation**

All new Employees shall be required to attend a paid New Employee Orientation not to exceed six (6) hours. Orientation should include, but is not limited to, the following:

- Review of Salary, Benefits, District Policies
- Building Procedures and Orientation in assigned building with Administration and or designee
- Receipt of a copy of their job descriptions

## **5.4 Probationary Status**

New Employees will complete a probationary period of 90 calendar days, not inclusive of non-work days, unpaid holidays, or season breaks (e.g. Winter Break, Summer Break, Spring Break) before the Employee will be granted full-status employment. Consecutive work day absences shall extend the probationary period by a like number of work days. A probationary Employee may be discharged without recourse at any time prior to the end of the probationary period. The probationary period may be extended if deemed necessary by the Superintendent or designee.

Probationary Employees shall be granted one (1) personal day and three (3) sick days at the beginning of the probationary period. After completing the probationary period, all remaining personal and sick days will become available. Probationary employees shall have access to all remaining benefits to which they are entitled under this Agreement at the beginning of their probationary period.

## **5.5 Duty Free Break and Lunch**

Each Employee who works at least five (5) hours shall have a paid, duty-free lunch period of thirty (30) consecutive minutes in length.

Each Employee working a minimum of four (4) consecutive but not five (5) hours each day shall have one (1) break of fifteen (15) minutes. Break time will be paid.

Lunch and break times may be taken at the Employee's discretion unless the Supervisor designates a specific time, as long as the needs of the students / buildings are met.

## **5.6 Overtime and Compensatory Time**

Employees who work more than their normal contractual time will be paid at straight time until forty (40) hours have been reached. Overtime shall be paid at the rate of one and one-half times the Employee's regular hourly rate of pay whenever the Employee works more than forty (40) hours in a single work week. The work week will be from 12:00 a.m. Sunday until 11:59 p.m. Saturday. Sunday and holiday time shall be compensated at double time. All work in excess of an Employee's normal contractual time must be pre-approved by the Administrator, Building Principal or Immediate Supervisor.

In lieu of straight pay, Employees who are scheduled to work 180 or more days each school year may elect to be given compensatory time at the rate of one hour for each hour worked beyond their normal contractual time until forty (40) hours in a work week have been reached. In lieu of overtime pay, such Employees may elect to be given compensatory time at the rate of one and one-half hours for each hour worked beyond forty (40) hours in a work week. No more than eighty (80)

compensatory time hours may be accumulated at any time. Any additional time worked beyond the normal contractual time will be paid out at the rates stated above. The use of all compensatory time must be pre-approved by the Administrator, Building Principal or Immediate Supervisor.

Only hours actually worked will be counted toward the forty (40) hour work week required for overtime.

### **5.7 Record of Time Worked**

Each Employee shall submit an accurately completed individual signed record of time worked (including the date, time, and activity) to the appropriate designated Administrator for approval on the last workday of every work week. Each Employee is expected to enter absences in advance, and in all cases shall ensure any full or half day absence is entered and recorded in the District approved absence recording system within 24 hours of a given absence. For absences less than a half day, Employees shall notify their building payroll designee and sign in or out per building procedure.

### **5.8 Summer Extended Hours / Days**

Twelve-month Employees will work Mondays through Thursdays during Summer Hours. During weeks when Summer Hours are operative, no Employees are allowed in the buildings on Fridays. The Administration will establish the start and end dates of Summer Hours each year and will identify a date each year by which Employees shall submit their Summer Hours option to the Administration.

Each twelve-month Employee has the following options during the weeks when Summer Hours are operative:

- A. Work four (4) ten (10) hour days
- B. Work four (4) nine (9) hour days and use a .5 vacation / compensatory time day each week
- C. Work four (4) eight (8) hour days and use a 1.0 vacation / compensatory time day each week

During the week of the July 4th holiday, Employees will work eight (8) hour days and not be required to use vacation time or compensatory time.

A vacation day taken during Summer Hours will count as an eight (8) hour day. Employees who take a single vacation day during Summer Hours will be charged one (1) vacation day for each day taken. Employees who take four (4) consecutive vacation days in one week during Summer Hours will be charged five (5) vacation days for that week.

Employees will not accumulate compensatory time on vacation days taken during Summer Hours. Employees using pre-approved compensatory time must notify the payroll secretary so that the compensatory time details are included on the payroll information sheet.

### **5.9 School Closings**

When school is in session despite bad weather, it is the Employee's responsibility to get to work. If an Employee is unable to report to work, the Employee shall use a vacation, personal or compensatory time day for the absence.

When the school is officially closed due to an emergency (weather or otherwise), Employees will not be required to report to work. Twelve-month Employees will be paid for such days. Ten-month Employees will be paid for such days as required by State law.

Twelve-month Employees shall work on days when school is canceled due to non-emergency reasons (e.g., vandalism of buses, cold weather, etc.) The Superintendent or designee will notify such Employees if they are expected to report to work. If an Employee does not work on a non-emergency day, the Employee shall take a vacation, personal or compensatory time day for the absence.

### **5.10 Building Environment**

The Board has the responsibility to provide a safe, clean and healthful environment for Employees.

### **5.11 Personal Safety**

Employees shall be provided with personal protection equipment (gloves; masks) if necessary to perform their duties. Upon the written request of an Employee whose job regularly includes coming into contact with student bodily fluids, the Board shall reimburse the Employee for the cost of the Hepatitis B series vaccination, pursuant to the Expense Reimbursement provision of this Agreement.

### **5.12 Expense Reimbursement**

#### **A. Expense Reimbursement**

The Board of Education shall reimburse Employees for expenses necessary for the performance of their duties that have been pre-approved by the Superintendent or designee. Receipts are required for reimbursement.

#### **B. Mileage Reimbursement**

Employees who use their personal automobile for school business that has been pre-approved by the Superintendent or designee shall be reimbursed at the standard federal mileage rate. Employees are required to complete the Mileage Reimbursement Form found on the District's website and submit the Form to their supervisor on a monthly basis or within two weeks of incurring the expense to receive mileage reimbursement.

#### **C. Uniform Reimbursement**

Employees required to wear a uniform, or specific clothing or shoes, shall be notified of the uniform requirement by their supervisor. Employees shall be reimbursed up to an amount established by the District upon submitting receipts for their purchases. Receipts are required for reimbursement.

### **5.13 Professional Development**

#### **In-Service Training**

The Board and the Association recognize the importance of proper training and development for all Employees. Required training will be scheduled during the school year, during regular school hours/days, on student non-attendance days (not inclusive of weekends or holidays), and/or after school on student attendance days. Additionally, Employees may attend non-required School Improvement (SIP) days for professional development. Employees shall be paid their regular hourly rate for trainings they attend. Overtime pay shall apply if an Employee's hours exceed forty (40) hours in a work week.

#### **Outside Training**

Employees may request release time and/or expense reimbursement to attend training and/or educational seminars and courses that relate to their current assignment by submitting a completed District Conference Request Form to the Building Principal. The Administration will have the sole discretion to approve or deny such requests.

If the Administration requires an Employee to attend a seminar and/or course to improve his/her job-related skills, then the District shall be responsible for all expenditures to attend such training.

### **5.14 Discipline**

Discipline is intended to correct inappropriate behavior and will not be administered in an arbitrary and/or capricious manner. In most cases, progressive discipline shall be used. However, there are situations involving severe misconduct where suspension or dismissal may result.

Progressive Discipline Steps:

1. Documented Summary of Conversation
2. Written Reprimand
3. Suspension
4. Dismissal

Right to Representation:

An Employee has the right to have an Association representative present when the Employee is called to appear before a supervisor, Administrator, or the Board to discuss matters that may lead to disciplinary action against the Employee.

Notice of Disciplinary Results:

SPEAK and the Employee will be notified of the results, in writing, of any disciplinary action when an Employee has been disciplined or discharged. Such notification will occur within three (3) school days of the discipline.

## ARTICLE VI - LEAVES

### 6.1 Sick Leave

All twelve-month Employees shall be granted 12 sick leave days per school year. All other Employees shall be granted 11 sick leave days per school year. Sick leave may be taken in increments of .1 work days. Unused sick leave may accumulate up to 240 days.

Sick leave shall be defined as personal illness, treatment, diagnostic services, quarantine at home, or serious illness or death in the immediate family (parents, spouse, partners in a legally recognized civil union, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, grandparents-in-law, step parents, step children, legal guardians) or household, or birth, adoption, or placement for adoption. Additionally, sick leave may be used for the death of an individual with whom the Employee had a close personal or familial relationship.

After three (3) consecutive days' absence for personal illness, or as deemed necessary in other cases, the Employee may be required to submit a physician's certificate supporting the absence to the District within 7 calendar days of returning from the absence, unless the Employer does not know about the need for such certification until a later date. Sick leave for birth is limited to 30 days, unless otherwise certified by a physician. Sick leave for adoption or placement for adoption is limited to 30 days. In the event the Employee's use of sick leave for birth, adoption or placement for adoption, is not for workdays immediately contiguous to the birth, adoption, or placement for adoption, the Employee must provide at least 14 calendar days advanced written notice of the use to the Superintendent or designee.

### 6.2 Sick Leave Bank

The District maintains a sick leave bank for all non-certified staff members including SPEAK and non-SPEAK members. New Employees will be notified of the sick leave bank upon initial employment and afforded a one-time opportunity to participate or decline participation in the sick leave bank within ten (10) calendar days of their initial employment.

The Sick Leave Bank will be administered by a Sick Leave Bank Governing Committee that consists of the Superintendent or designee, one SPEAK member, and one non-SPEAK member. The Sick Leave Bank Governing Committee shall adopt all proposed changes in procedures or terms by May 31 to be effective the following school year. Information regarding the sick leave bank is available from the SPEAK President or District Office.

### **6.3 Personal Leave**

All Employees shall be granted three (3) personal leave days per school year. Unused personal days shall be added to the Employee's accumulated sick leave days.

The use of a personal leave day is subject to the following conditions:

- Except in cases of emergency or unavoidable situations, personal leave requests shall be submitted to the Building Principal or supervisor 48 hours in advance of the requested date.
- Personal leave may not be used when the Employee's absence would create an undue hardship for the District as determined by the Building Principal or supervisor.
- Personal leave will be calculated in increments of one-tenth (.1) work day.
- Personal leave may be taken in conjunction with days taken without pay with prior approval of the Superintendent or designee.
- Personal leave will not be granted the day before or after school vacation / breaks, holidays, or institute / SIP days nor on parent-teacher conference days without prior approval of the Superintendent or designee.

### **6.4 Leave of Absence**

The Board may grant a leave of absence without pay to any employee who has rendered satisfactory service and desires to return to employment at a time determined by the Board. Each leave of absence shall be of the shortest possible duration required to meet the leave's purpose consistent with district needs.

## **ARTICLE VII - ASSIGNMENTS, VACANCIES AND INVOLUNTARY TRANSFERS**

### **7.1 Assignments**

Every Employee shall be notified in writing of his/her tentative building assignment for the following school year by May 15. If the tentative assignment changes, the Employee shall be notified within a reasonable period of time.

### **7.2 Vacancies**

The Superintendent or designee shall assign and transfer all personnel. A vacancy is defined as any open position in the District as deemed necessary by the Administration and/or Board. When a position is posted, all qualified Employees shall be considered for an interview for the position.

- A. The position shall be posted internally for a minimum of five (5) working days except that there will be no posting requirement for a vacancy if the incumbent terminates the position with fewer than ten (10) school days' written notice to the District. Employees will receive an internal staff email notifying them of all vacancy postings.
- B. Any Employee may file a request to fill a posted vacancy by notifying the job posting contact in writing and completing an online application by the application deadline.
- C. The District will notify each Employee as to the status of their application.

### **7.3 Involuntary Transfers**

An involuntary transfer is a transfer that occurs during the school year from the Employee's current position to another position in the District initiated by the Administration that was not requested by the Employee. Upon written request by the affected Employee, the Superintendent or designee, the affected Employee, the SPEAK President or designee, and the appropriate building administrator, shall schedule a conference to discuss the transfer. No employee shall suffer a loss of pay or benefits as a result of an involuntary transfer. No transfers will be made arbitrarily.

#### 7.4 Assignment Preference

Prior to District staffing changes, Employees may express interests in different assignments or schools for the following school year by completing the online form sent by District Administration, no later than March 15th. If possible, the District will provide a list of anticipated openings in each school with the online form.

### ARTICLE VIII - GRIEVANCE

#### 8.1 Definition

Any claim by an Employee or the Association that there has been a violation, misrepresentation, and/or misapplication of the terms of this Agreement shall constitute a grievance. Such grievance shall be filed not later than twenty (20) days from the time of the original occurrence of the event giving rise to the grievance or of the date when the grievant might reasonably have had knowledge of the event. Days are defined as days the District Office is open.

#### 8.2 Procedure

The Parties hereto acknowledge that it is usually most desirable for an Employee and/or the Association President and/or designee and the Employee's immediate supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the Employee and/or the Association, a formal grievance may then be filed.

#### Guidelines

##### A. Filing a Grievance

The written information contained in the filed grievance shall include:

1. A description of the specific grounds of the grievance, including name, dates and places necessary for a complete understanding of the grievance;
2. A listing of the provisions of this Agreement which are alleged to have been violated or misapplied, and
3. A listing of specific actions requested of the administration which shall remedy the grievance.

##### B. Step I

The Employee(s) or the Association may present the grievance in writing to the immediately involved supervisor(s), who shall arrange for a meeting to take place within ten (10) work days after receipt of the grievance. The Association President and/or designee, the grievant(s), and the Employee's immediate supervisor(s) shall be present for the meeting. Within ten (10) work days of the meeting, the grievant(s), and the Association President or designee shall be provided with the supervisor's(s') response, including the reasons for the decisions.

##### C. Step II

If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent within ten (10) work days after receipt of the Step I answer. The Superintendent and/or designee shall arrange with the Association representation for a meeting to take place within ten (10) work days of the Superintendent's receipt of the appeal. Within ten (10) work days of the meeting, the Association shall be provided with the Superintendent and/or designee's written response, including the reasons for the decision.

##### D. Step III

If the grievance is not resolved at Step II, the Association may refer the grievance to the Board of Education by giving a copy of the grievance to the Secretary of the Board of Education within ten (10) work days after receipt of the Step II answer. The Board shall arrange for a meeting with the Association representation and the applicable administration within ten (10) work days. Within ten (10) work days of the meeting, the Board shall provide to the Association a written decision on the grievance, including the reason for the decision.

E. Step IV

If the Association is not satisfied with the disposition of the grievance at Step III, the Association may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. The grievance shall be deemed withdrawn if a request for arbitration is not filed within thirty (30) work days of the Step III answer.

The Parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may reject one list in its entirety and request that another list be submitted. From such list, the party initially requesting the arbitration shall strike two names and the other party shall then strike two names. The person whose name remains shall be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the Parties with respect to setting a time for the hearing.

Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both Parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, and he shall be empowered, after due investigation, to make a decision in cases of alleged violation of the specific articles and sections of this Agreement.

**8.3 Association Participation**

The Board acknowledges the right of the Association grievance representative to participate in the processing of a grievance at any level, and no Employee shall be required to discuss any grievance if the Association's representative is not present.

**8.4 Release Time**

If, with administrative permission, the investigation or processing of any grievance requires that an Employee or an Association representative be excused from his/her duties, he/she or they shall be released without loss of pay or benefits.

**8.5 Filing of Materials**

All records related to a grievance shall be filed separately from the personnel file of the Employee(s).

**8.6 Grievance Withdrawal**

A grievance may be withdrawn at any level without establishing precedent. Failure of any grievant to act on a grievance within the prescribed time limits will act as a bar to any future appeal.

**8.7 No Written Response**

If no written decision has been rendered within time limits indicated by a Step, then the grievance may be processed to the next Step.

**8.8 AAA Rules**

At the request of both Parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

**8.9 Fees**

All expenses incurred shall be shared equally by the Board and Association. It is understood that such expenses shall be limited to the arbitrator's fee. Any legal expenses incurred shall be paid by the party engaging the legal counsel.

**8.10 Bypass**

By mutual agreement for any grievance, any Step of the grievance procedure may be bypassed.

### **8.11 Extension of Time Limits**

An extension of time limits may be granted if both Parties mutually agree in writing to such an extension.

### **8.12 Extension of Remedies**

In the event an Employee commences a proceeding in any State or Federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the Employee shall be barred from invoking any remedy otherwise available under this Article.

## **ARTICLE IX - MANAGEMENT RIGHTS**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States, including, but without limiting the generality of foregoing the right:

- A. To the executive management organization and administrative control of the District and its properties and facilities, and the activities of its Employees during the work day;
- B. To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations;
- C. To direct the work of its Employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services;
- D. To hire all Employees, and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign and transfer all such Employees;
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take action on any matter in the event of an emergency.

## **ARTICLE X - SENIORITY AND REDUCTION IN FORCE**

### **10.1 Definitions**

District seniority shall be defined as the length of an Employee's continuous employment as a full-time employee in the District. Job classification seniority shall be defined as the length of an Employee's continuous employment as a full-time Employee in a specific job classification.

### **10.2 Classification within Bargaining Unit**

For the purpose of seniority / reductions in force, all Employees shall be placed into one of the following job classifications, based on their current assignments:

#### Group A

- Food Service
- Dishwasher

Group B

Health Assistant  
Building Nurse

Group C

One on One Nurse

Group D

Elementary Office Secretary  
FVCC Receptionist  
HS Attendance Secretary  
HS Dean Secretary  
HS Receptionist  
MS Receptionist  
LRC Assistant

Group E

Elementary Principal Secretary  
FVCC Director Secretary  
HS Athletic Secretary  
HS Principal Secretary  
HS Treasurer  
MS Principal Secretary/Treasurer  
MS Registrar  
HS Registrar  
HS Student Service Secretary  
MS Attendance Secretary/Assistant Principal Secretary

Group F

Paraprofessional – Classroom  
Paraprofessional – One-on-one  
Paraprofessional – Program

Group G

FVCC Security  
Security  
Study Hall Supervisor

**10.3 Ties in Seniority**

In the event that more than one Employee has the same starting date of work with the District, or has the same starting date within a job classification, position on the District seniority list and/or on the job classification seniority list shall be determined by drawing lots, witnessed by the SPEAK President or designee and Administration.

**10.4 Maintaining and Posting of Seniority Lists**

The Board shall prepare, maintain, and post the seniority lists for each job classification, including each Employee's District seniority. The District shall electronically provide a copy of the seniority lists to the SPEAK President and Employees by February 1 of each year. An Employee who perceives an error in his/her seniority placement, shall notify the Human Resources Department in writing of the perceived error within ten (10) work days of the seniority list posting. No challenge for the current

school year shall be considered after the ten (10) day period. The Human Resources Department shall notify the Employee submitting the challenge and the SPEAK President of any corrections to the seniority lists within ten (10) work days of the challenge.

**10.5 Loss of Seniority**

- A. Resignation
- B. Dismissal
- C. Retirement
- D. Layoff for longer than the applicable recall period
- E. Employment in a position excluded from SPEAK

**10.6 Reduction in Personnel**

The Superintendent or designee shall notify the SPEAK President in writing of any recommendation to the Board of Education to have a reduction in force / layoff of SPEAK Employees.

**10.7 Layoff / Recall Procedures**

- A. Probationary followed by Part-time employees, shall be dismissed prior to a reduction in force of full-time Employees.
- B. Employees shall be laid off in the inverse order of their seniority within their current job classification.
- C. Employees subject to lay off in a current job classification shall be placed only in their immediately preceding job classification within the Association, if applicable, and may be subject to lay off from that previous job classification in inverse order of their seniority within that previous job classification.
- D. Part-time employees that bump a full-time employee must take on the full-time position.
- E. Employees shall have recall rights in accordance with the School Code.
- F. Employees must provide the District with an accurate, up-to-date home address, email address, and telephone number during their recall period.
- G. If an Employee refuses an offer of recall, the Employee shall be removed from the District’s recall list.

**ARTICLE XI - VACATION AND HOLIDAYS**

**11.1 Vacation Time**

Full-time twelve-month Employees are eligible for paid vacation time. Upon initial hire, full-time twelve-month Employees shall be awarded ten (10) vacation days after completing one year of service. Full-time twelve-month Employees who work less than a full year of service shall be awarded a pro-rated number of vacation days. Vacation time will not be awarded for any paid or unpaid leave. All vacation days shall be awarded on July 1 each year.

Beginning in their second year of service, full-time twelve-month Employees are awarded vacation days on July 1 of each year, as follows:

<u>Length of Employment</u>		<u>Maximum Vacation Days</u>
From:	To:	<u>Earned Per Year</u>
Beginning of Year 2	End of Year 10	10 days per year
Beginning of Year 11	End of Year 15	15 days per year
Beginning of Year 16	End of Career	One (1) additional vacation day per year, not to exceed a maximum of 20 days

Five years after a non-twelve month Employee has been permanently reassigned to a twelve-month position, his/her length of employment shall be increased by converting his/her months of continuous service (since his/her first day of work) prior to becoming a twelve-month Employee to a twelve month basis.

Example: A nine (9) month employee with 5 years of continuous service is reassigned to a twelve (12) month position. 9 months x 5 years = 45 months, divided by 12 months = 3 years of service = length of employment added after five years in twelve-month position.

Employees may first take paid vacation time after they have been employed for 12 months on a full-time basis. Vacation time may be taken in increments of .1 work days. Employees shall submit written requests for vacation days to the Building Principal for approval.

Employees must use or forfeit earned vacation time by December 31 of the school year after the school year in which the days were awarded on July 1. [e.g.: Vacation days awarded on July 1, 2022 would forfeit if unused by December 31, 2023] If a paid holiday occurs during the vacation leave, a vacation day will not be charged for the holiday.

### **11.2 Paid Holidays**

All Twelve-month full time Employees shall receive thirteen (13) paid holidays in a year where Juneteenth falls on a weekend. In a year where Juneteenth falls on a weekday, all Twelve-month full time Employees shall receive fourteen (14) paid holidays. All other full time Employees shall receive eight (8) paid holidays each year.

When a paid holiday falls on a weekend, the District shall set another date to recognize the holiday.

All part-time Employees shall receive holiday pay for any of the following holidays on which they would be regularly scheduled to work but for the holiday: Labor Day, Columbus Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Thanksgiving, and the Friday after Thanksgiving.

All paid holidays will be designated on the Employee's work calendar, and paid for their regular daily hours.

## **ARTICLE XII - BENEFITS**

### **12.1 Health Insurance Benefits**

- A. Employees who work a minimum of thirty (30) hours per week and the families of such Employees may participate in the District's group accident, health, hospitalization, and dental plans. Additionally, Employees who participate in the District's health insurance plan may participate in the District's vision insurance plan. Companies selected for such group insurance shall be approved by the Board of Education only after Consultation with the Association.
- B. Employees' premium contributions for participation in the District's health insurance plan, dental plan and vision plan shall be via payroll deduction, in accordance with federal laws and regulations, on a pre-tax basis.
- C. The District will pay ninety-five percent (95%) of the insurance premium for all Employees eligible for and electing single coverage. The District will pay seventy-five percent (75%) of the insurance premium for all twelve-month Employees eligible for and electing dependent coverage. The District will pay seventy-five percent (75%) of the insurance premium for any non-twelve-month Employee who were eligible for and elected dependent coverage as of June 1, 2022. The District will pay the following percentage of the insurance premium for all other Employees eligible for and electing dependent coverage. in accordance with the chart below.

School Year	Employer Premium
2022/2023	55%
2023/2024	60%
2024/2025	65%
2025/2026	70%
2026/2027	75%

- D. In no instance shall an Employee's insurance and benefits be terminated before the end of August, congruent with pay periods, provided that the Employee's contract has not been terminated prior to the end of that school year.
- E. SPEAK will have two (2) representatives on the District's Insurance Committee.
- F. Representatives shall be compensated at their regular hourly rate, or compensatory time if eligible (refer to section 5.6: Overtime and Compensatory Time).
- G. If the insurance carrier is changed during the term of this Agreement, the new insurance plan shall contain substantially equivalent accident, health, hospitalization and dental insurance benefits.

**12.2 Life Insurance Benefits**

Employees who participate in the District's health and / or dental insurance plan shall be enrolled in the District's life insurance plan.

**12.3 Flexible Spending Account**

The Board will make available a flexible spending account program in which Employees may enroll and from which Employees may pay for unreimbursed medical and dependent care expenses. The Board will pay the administrative costs of this program.

**12.4 Retirement**

A. Health Insurance for Retirees

Employees who have been employed by the District continuously since before July 1, 2016 who are eligible for the Employee Group Health Insurance Benefits are also eligible for health insurance benefits upon retirement. In order to receive this retirement benefit, the employee must:

1. Retire under I.M.R.F.
2. Have 10 or more continuous years of service in the District at the time of retirement in a position that is currently insurance eligible
3. Give the Board written notice no less than 12 months before retirement
4. Be participating in the Group Health Insurance Benefit Plan at the time of notice and elect to continue into retirement without interruption Benefits are as follows:

# Days Worked / Year	Years of In-District Service		
	10 years+	15 years+	20 years+
<b>237-238 Days / year</b>			
Health Insurance – Last Year	100% (Individual)	100% (Individual)	100% (Family)
Health Insurance – Retiree	50% (Individual)	80% (Individual)	100% (Individual)
<b>Less than 237 Days / year</b>			
Health Insurance – Last Year	100% (Individual)	100% (Individual)	100% (Individual)
Health Insurance – Retiree	50% (Individual)	80% (Individual)	100% (Individual)

The balance of the individual premium shall be paid by the retiree, as applicable. Dependent coverage is available at the retiree's expense. All coverage shall terminate ten (10) years after the employee's retirement or when the retiree takes employment with which health insurance benefits are provided or upon reaching Medicare eligible age, whichever occurs first.

**B. Service Recognition Award**

Employees who have been employed by the District continuously who retire under IMRF after serving fifteen (15) or more continuous IMRF service years in the District and give the Board of Education a notice at least twelve (12) months before the date of retirement shall receive a Service Recognition Award of \$7,500. Those employees with twenty (20) or more years of continuous IMRF service in the District with similar notice shall receive a Service Recognition Award of \$10,000.

The award will be divided equally among the employee's final eight (8) paychecks.

**ARTICLE XIII - COMPENSATION**

**13.1 Pay Rates**

The starting hourly rate of pay for new Employees with no experience is contained in Appendix A.

For the 2022 - 2023 school year, Employees who were employed as of June 30, 2022 shall receive a one-time hourly wage adjustment upon completion of the following years of employment:

Year 1	\$0.25 per hour
Year 2	\$0.50 per hour
Year 3	\$0.75 per hour
Year 4	\$1.00 per hour
Years 5 - 10	\$1.25 per hour
Years 11+	\$1.50 per hour

This one-time hourly wage adjustment shall be applied prior to the annual pay increase.

For the 2022-2023 school year, Employees shall receive a pay increase equal to 7% over the 2021-2022 school year.

For the 2023-2024 school year, Employees shall receive a pay increase equal to 6.5% over the 2022-2023 school year.

For the 2024-2025 school year, Employees shall receive a pay increase equal to 6% over the 2023-2024 school year.

For the 2025-2026 school year, Employees shall receive a pay increase equal to 5% over the 2024-2025 school year.

For the 2026-2027 school year, Employees shall receive a pay increase equal to 5% over the 2025-2026 school year.

No new Employee shall be paid a higher hourly rate than that of a current Employee with the same prior work experience, education, and training. Each Employee who was employed as of June 30, 2022 shall receive the greater of the pay raise listed above or the starting pay rate contained in Appendix A for their job title.

For the Building Nurse, One-on-One Nurse, and Health Assistant categories, if application of the one-time hourly wage adjustment and pay rate increase produces an hourly wage less than or equal to the 2022 - 2023 starting hourly rate then the Employee shall receive the 2022 - 2023 starting hourly rate plus the one-time hourly wage adjustment.

### **13.2 Degree Completion**

Paraprofessionals, Teaching Assistants and LRC Assistants shall receive an increase in pay of 7.7% for obtaining an Associate's Degree and an additional increase in pay of 7.1% for obtaining a Bachelor's Degree.

Degrees eligible for any pay increase must:

1. Contain coursework from the curriculum of a fully accredited and recognized college or university.
2. Be directly related to the current or future district role of the employee.
3. Be pre-approved by the building principal and Superintendent and/or designee.

A Health Assistant who obtains an Associate's Degree in Nursing, passes the required Illinois State Board Exams, and becomes a licensed Registered Nurse will become a Building Nurse paid at the Building Nurse rate.

Eligible Employees must notify the human resources department by August 15 following a spring or summer degree completion or January 15 following a December Degree completion of the year in which the change in pay is to take effect. Official transcripts demonstrating the degree completion must be submitted to the human resources department within 45 days in order for the pay increase to take effect that same school year.

### **13.3 Distribution of Wages**

Wages will be paid on the 15<sup>th</sup> and last day of each month. If the payday falls on a weekend, holiday or during a break, payment shall be on the prior business office workday. Twelve-month Employees will be paid in 24 equal pay periods. Ten-month Employees shall have the option to receive their wages in 20 equal pay periods from September through June. However, all Employees with payroll deductions commonly required on a 12-month period (e.g., insurance premium co-pays, IMRF insurance supplements) shall be paid over 24 equal pay periods.

### **13.4 Internal Substitution Pay**

In the event an Employee substitutes for or is asked to assume the duties of another District Employee, the Employee will earn their regular rate of pay. In the event that a 'Building Nurse' substitutes for a 'One-On-One Nurse', the Building Nurse will earn the higher rate of the One-On-One Nurse (found in Appendix A). 'Part-Time Health Assistant/Building Nurse' who substitutes for a 'Health Assistant/Building Nurse' on their non-regularly scheduled day will earn their regular rate of pay rather than the substitute rate of pay.

An Employee who holds a Professional Educator License or a Substitute Teacher License who is assigned as a Long-Term Substitute (more than 20 consecutive full days subbing for the same teacher) by Administration, shall be compensated at the greater of their regular rate of pay or \$160 per day.

An Employee who holds a Professional Educator License or a Substitute Teacher License who substitutes as a teacher outside of a Long-Term Substitute assignment shall be compensated at the greater of their regular rate of pay or \$140 per day for the first twenty (20) full days of substitution; or the great of their regular rate of pay or \$150 per day, beginning on the twenty-first (21st) full day of substitution in a school year.

**13.5 Extra Duty Supervision**

When an Employee accepts a Supervisor's request to provide supervision of an assigned student at an activity outside the regular school day, the Employee shall be compensated at the Employee's regular rate of pay or overtime pay, if applicable.

When not enough KEA members elect to supervise an event or activity, the District may offer these supervisions to Employees. In the event an Employee accepts an after-school supervision, they will be compensated the greater of \$22.00 per hour or their regular pay rate in accordance with Article 5.6: Overtime and Compensatory Time, inclusive of the Employee's IMRF contribution.

**13.6 Stipend for Special Education Paraprofessionals**

All EC Paraprofessionals and any Employee whose primary assignment, as assigned solely by district administration, on a regular daily basis includes (1) regularly lifting a student weighing 40 pounds or more, and/or (2) toileting/diapering a student, shall receive a stipend of \$400.00 per semester. District Administration will notify an employee assigned to lifting/toileting a student in writing within ten (10) days of the start of school, new student enrollment, or new IEP/504 requirement. On occasion, other paraprofessionals may lift/toilet students without compensation when covering for the paraprofessional assigned to lift/toilet a specific student. The stipend will be paid at the end of each semester.

**13.7 Income Tax Sheltered Annuities**

Information is available in the Business Office regarding tax sheltered annuities. It is the Employee's responsibility to contact the Business Office for information regarding the available tax-sheltered annuities. An Employee must submit a completed Salary Reduction Agreement for 403(b) Programs form to the Business Office before the District shall make voluntary deductions for tax sheltered annuities at the Employee's request. The Employee is responsible for ensuring that he / she does not exceed the allowable amount in annual contributions. The District assumes no responsibility concerning the annuities.

**ARTICLE XIV - DURATION**

This Agreement shall be effective upon ratification by both Parties and shall remain in effect until June 30, 2027.

This Agreement is signed and adopted this 26 day of September.

IN WITNESS WHEREOF:

For the Support Professionals' Education Association of Kaneland

Susan M. Seiser  
President

Lori Jojo Roberts  
SPEAK Designee

For the Board of Education, Kaneland Community Unit School District No. 302

Leesa D. Huns  
President

John Orphal  
Secretary

APPENDIX A

Job Position	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
Elementary Principal Secretary, FVCC Director Secretary, HS Athletic Secretary, HS Principal Secretary, HS Treasurer, MS Principal Secretary/Treasurer	\$16.18	\$16.99	\$17.76	\$18.38	\$19.02
Elementary Office Secretary, FVCC Receptionist, HS Attendance Secretary, HS Dean Secretary, HS Receptionist, MS Attendance Secretary / Assistant Principal Secretary, MS Receptionist	\$13.39	\$14.06	\$14.69	\$15.20	\$15.74
HS Registrar, HS Student Services Secretary, MS Registrar	\$15.32	\$16.08	\$16.81	\$17.40	\$18.01
Food Service, Dishwasher	\$13.00	\$14.00	\$15.00	\$15.53	\$16.07
Building Nurse	\$24.50	\$24.50	\$25.75	\$25.75	\$26.52
Health Assistant	\$20.28	\$20.28	\$22.07	\$22.07	\$22.73
One-on-One Nurse	\$44.88	\$44.88	\$47.16	\$47.16	\$48.57
Security, FVCC Security, Study Hall Supervisor	\$13.00	\$14.00	\$15.00	\$15.53	\$16.07
<i>For the following, the Initial pay rate will be dependent on degree level (Certificate Only / Associate / Bachelor):</i>					
LRC Assistant, Paraprofessional - Classroom, One-On-One, Program	\$13.00/\$14.00/\$15.00	\$14.00/\$15.08/\$16.15	\$15.00/\$16.16/\$17.30	\$15.53/\$16.73/\$17.92	\$16.07/\$17.31/\$18.54

