

RECOGNITION AGREEMENT BETWEEN:
SOUTH MACOUPIN ASSOCIATION FOR SPECIAL EDUCATION
AND
STAUNTON FEDERATION OF TEACHERS
SPECIAL EDUCATORS' COUNCIL

South Macoupin Association for Special Education (SMASE) hereby adopts the following Agreement covering recognition of a teacher organization.

ARTICLE I. RECOGNITION

By virtue of satisfactory evidence submitted by the Staunton Federation of Teachers Special Educators' Council (hereinafter referred to as the "Federation" or "Union") to the South Macoupin Association for Special Education (hereinafter referred to as the "District" or "SMASE") that the Federation does represent the majority of the teachers in the District, SMASE hereby recognizes the Federation as the official negotiating agent for all regularly employed, full-time special education educators which includes Psychologists, Speech and Language Pathologists, Social Workers and all other certified special education licensed teachers (professionals) providing 50% or more of their time who are under regular contract by the District.

ARTICLE II. PHILOSOPHY

SMASE and the Federation firmly believe the primary function of SMASE and its professional staff is to assure each boy and girl is receiving special education services from SMASE through an effective educational program within the resources of the member districts.

ARTICLE III. PRINCIPLES

RIGHT TO JOIN OR NOT TO JOIN: It is further recognized that the teachers have the right to join, participate in, or not join the Federation, and the right to refrain from such; but membership shall not be a prerequisite for employment or continuation of employment of any employee.

ARTICLE IV. AREAS FOR DISCUSSION AND AGREEMENT

Except as validly limited by express provisions of this Agreement, the District reserves the right to unilaterally determine the standards of service to be offered by it; to set the standards of selection for employment; to direct and assign its employees and to regulate work schedules; to take disciplinary action; to relieve its employees from duty in accordance to the Illinois School Code; to maintain the efficiency of governmental operations; to determine the methods, means and

the right of employees to revoke the authorization of payroll deduction of IFT/COPE contribution.

4. The Employer shall transmit with the contributions all information requested by the Union to assure compliance with the Federal Election Commission and any other federal and state mandated reports.
5. The Union shall indemnify and hold harmless the Employer, its members, officers, agents, and employees from and against any forms of liability that shall arise out of, or by reason of action taken by the Employer for the purposes of complying with the above provisions of this Article. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than the attorney employed and supervised or directed by the Union.

ARTICLE VI. GRIEVANCE

- A. **GRIEVANCE POLICY:** SMASE recognizes that in the interest of effective personnel management, a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their grievance. Such procedures shall be available to all employees and no reprisals of any kind shall be taken against any employee initiating or participating in the grievance procedure.
- B. **DEFINED:** A grievance shall be any claim by an employee or group of employees that there is an alleged violation, misinterpretation, or misapplication of the terms of this Agreement. The grievance procedure shall not be used to address matters involving external law or subjects unrelated to the terms of this Agreement. The grievance procedure also shall not be used to grieve the non-renewal or dismissal of a probationary teacher or the dismissal or discharge of a tenured teacher. If the Federation or any employee files any claim or complaint in any form or forum other than under the grievance procedure of this Agreement, then Management shall not be required to process the same claim or set of facts through the grievance procedure.
- C. **PARTY IN INTEREST:** The lodging of any grievance shall be the exclusive right of the individual employee and no employee organization shall have the right to lodge a grievance in its own behalf or to appeal any action taken on the grievance of an individual employee.
- D. **GRIEVANCE PROCEDURE:**
 - STEP 1:** Any employee having a grievance shall first discuss such grievance informally with his or her building Principal.
 - STEP 2:** If the discussion does not resolve the grievance to the satisfaction of the employee, such employee shall have the right to lodge a written grievance with the Special Education Director. If such grievance is not lodged within fifteen (15) school days following the act or condition which is the basis of

- c. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the American Arbitration Association shall be divided equally between the parties.
- d. If either party requests a transcript of the proceedings, that party shall bear the full costs for the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.

E. ADDITIONAL CONSIDERATIONS:

1. If the employee and the Director agree, Step #1 of the grievance procedure may be bypassed and the grievance brought directly to the next step.
2. A grievance may be withdrawn or granted at any level without establishing precedent.
3. Working days as used above shall be days when school is in session and students are present.
4. If a grievance is submitted less than 10 days before the close of the current school term then the above time limits shall consist of weekdays -- Monday through Friday -- but not holidays.
5. Grievances not appealed by the employee within the designated time limits set out herein, shall preclude further appeal, provided there has been no written mutual agreement of extension.
6. If the employer's written decision has not been rendered within the time limits, then the grievance may be advanced to the next step.

ARTICLE VII. COMPLAINT

- A. **COMPLAINT:** SMASE recognizes that in the interest of effective personnel management a procedure is necessary whereby its employees can be assured of a prompt, impartial and fair hearing on their complaints. Such procedures shall be available to all employees.
- B. **DEFINED:** A complaint is a disagreement involving interpretation or application of established SMASE policy and/or administrative rules and regulations.
- C. **PARTY IN INTEREST:** The lodging of any complaint shall be the exclusive right of the individual employee and no employee organization shall have the right to lodge a complaint on its own behalf or to appeal any action taken on the complaint of an individual employee.

i.e., after the employee's last day of service and after the employee receives his or her final paycheck for services. An employee may carry over a maximum of 360 earned days each year and will be given an additional twelve (12) days for the next year.

ARTICLE IX. INSURANCE

A. HOSPITALIZATION INSURANCE: At the health insurance carrier's discretion, full-time employees shall be allowed to participate in the health insurance plan sponsored by Staunton Community Unit School District #6. SMASE shall pay ninety percent (90%) of a single premium on Hospital and Medical-Surgical Insurance for all full-time employees.

During the term of this agreement, the following annual out-of-pocket deductibles shall apply:

Employee:	\$600.00
Employee + Spouse:	\$600.00 per member
Employee + Child(ren):	\$600.00 per member to a maximum of \$1,500.00 total
Family:	\$1,500.00

B. RULES AND REGULATIONS FOR INSURANCE:

1. A full-time employee shall be one who works complete days in the position, and the position shall be for at least nine (9) months.
2. For those teachers who resign, are not re-employed or retire at the end of a school year, the last insurance premium contribution for the District shall be in August of that year.
3. For teachers who resign before the end of the school year and other employees who resign before the end of the fiscal year, the District will not contribute any insurance premium after the effective date of resignation.
4. Teachers on leave of absence shall pay full insurance premiums while on leave.

ARTICLE X. GENERAL PROVISIONS

- A.** The Union Co-Presidents will have an opportunity to meet with the Director one week prior to regular meetings of SMASE to discuss potential items for the agenda for SMASE meetings.
- B.** In an attempt to keep Federation informed, an agenda of all regular and special meetings of SMASE will be provided to the Co-Presidents of the Council.

before April 1, 2015 who are eligible for educational (horizontal) movement and longevity (vertical step) movement for the 2019-2020 and 2020-2021 school years shall be entitled to receive their educational and longevity movement, if any, on Appendix Schedule A.

The salary schedules for those employees employed after April 1, 2015 for school years 2019-2020 and 2020-2021 shall be as set forth in Appendix Schedule B, which are attached hereto and incorporated into this Agreement. The salary schedules incorporated into Appendix B for the 2019-2020 and 2020-2021 school years shall be the same as the salary schedules for the 2018-2019 school year, and teachers who are eligible for educational (horizontal) movement and longevity (vertical step) movement shall be entitled to receive their educational and longevity movement, if any.

2. Salary Increases for Additional Training:

- a. Salary will be determined by training and experience as of September 1 of year taught. Transcript is to be in office of Director by September 1.
- b. Only courses that are required in securing the bachelor's or master's degree and that are approved by the Director and/or SMASE will be credited for salary purposes, except that (1), (2), (3) and (4) of salary schedule might be work in keeping with the position held or sought if approved by the Director and/or SMASE.
- c. It shall be the policy of SMASE to NOT accept toward salary increase: (a) correspondence courses and online courses, unless pre-approved by the Director, nor (b) more than four (4) semester hours earned during any one (1) semester while teaching school.

3. Placement on the Salary Schedule

SMASE shall recognize up to eight (8) years of a newly hired teacher's previous TRS creditable service for purposes of placement on the salary schedule, and may, at its discretion, recognize additional previous TRS creditable service for purposes of placement on the salary schedule when circumstances warrant.

4. In no event will a teacher who is less than four (4) years from retirement eligibility receive an increase in total, reportable TRS creditable earnings in excess of three percent (3%) of the prior year's total, reportable TRS creditable earnings, or the current maximum increase allowable by TRS without penalty, unless any of the statutory exceptions enacted by P.A. 94-1057 to The Illinois Pension Code become applicable.

- A. This Agreement shall be effective as of the 1st day of July, 2019, and shall continue in effect through the 30th day of June, 2021.
- B. This Agreement constitutes the full and complete agreement of the parties and may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in a written, signed amendment to this Agreement. The Federation agrees that all negotiable items have been discussed during the negotiations leading to this Agreement, and agrees that negotiations will not have to be reopened on any item, whether contained in this Agreement or not, nor will negotiations be reopened on the impact of any permissible management action, during the life of this Agreement. The operating of schools and the direction of staff are vested exclusively in SMASE.
- C. This Agreement is signed this ____ day of April, 2019.

In Witness Thereof:

**For the South Macoupin Association
for Special Education**

**For the Special Educator Council of
the Staunton Federation of Teachers**

President

SMASE Co-President

Secretary

SMASE Co-President

Federation President

SMASE Salary Schedule 2017-2021 (Group A)

Step	B.S		M.A		M.S + 8		M.S. +16	
A	37955		39939		41612		42603	
B	38705	750	40839	900	42512	900	43503	900
C	39455	750	41739	900	43412	900	44403	900
D	40205	750	42639	900	44312	900	45303	900
E	40955	750	43539	900	45212	900	46203	900
F	41705	750	44439	900	46112	900	47103	900
G	42455	750	45339	900	47012	900	48003	900
H	43205	750	46239	900	47912	900	48903	900
I	43955	750	47139	900	48812	900	49803	900
J	44855	900	48139	1000	49812	1000	50803	1000
K	45755	900	49139	1000	50812	1000	51803	1000
L	46655	900	50139	1000	51812	1000	52803	1000
M	47555	900	51139	1000	52812	1000	53803	1000
N	48455	900	52139	1000	53812	1000	54803	1000
O	49355	900	53139	1000	54812	1000	55803	1000
P	50255	900	54139	1000	55812	1000	56803	1000
Q	51155	900	55139	1000	56812	1000	57803	1000
R	52055	900	56139	1000	57812	1000	58803	1000
S	52955	900	57139	1000	58812	1000	59803	1000
T	53905	950	58239	1100	59912	1100	60903	1100
U	54855	950	59339	1100	61012	1100	62003	1100
V	55805	950	60439	1100	62112	1100	63103	1100
W	56755	950	61539	1100	63212	1100	64203	1100
X	57705	950	62639	1100	64312	1100	65303	1100
Y	58655	950	63739	1100	65412	1100	66403	1100
Z	59605	950	64839	1100	66512	1100	67503	1100
AA	60555	950	65939	1100	67612	1100	68603	1100
BB	61505	950	67039	1100	68712	1100	69703	1100
CC	62455	950	68139	1100	69812	1100	70803	1100
DD	63455	1000	69339	1200	71012	1200	72003	1200
EE	64455	1000	70539	1200	72212	1200	73203	1200
FF	65455	1000	71739	1200	73412	1200	74403	1200
GG	66455	1000	72939	1200	74612	1200	75603	1200
HH	67455	1000	74139	1200	75812	1200	76803	1200
II	68455	1000	75339	1200	77012	1200	78003	1200
JJ	69455	1000	76539	1200	78212	1200	79203	1200
KK	70455	1000	77739	1200	79412	1200	80403	1200
LL	71455	1000	78939	1200	80612	1200	81603	1200
MM	72455	1000	80139	1200	81812	1200	82803	1200
NN	73455	1000	81339	1200	83012	1200	84003	1200
OO			82539	1200	84212	1200	85203	1200
PP							86403	1200
QQ							87603	1200
RR							88803	1200
	B		F		J		N	

SMASE Salary Schedule 2019-2020, 2020-2021

Step	BA	MA	MA+16	MA+32
1	\$ 36,810.00	\$ 40,415.50	\$ 42,295.50	\$ 43,451.50
2	\$ 37,912.00	\$ 41,546.75	\$ 43,528.75	\$ 44,684.75
3	\$ 39,019.75	\$ 42,683.25	\$ 44,673.00	\$ 45,829.00
4	\$ 40,922.75	\$ 44,676.25	\$ 46,710.75	\$ 47,866.75
5	\$ 42,066.75	\$ 45,828.75	\$ 47,900.25	\$ 49,056.00
6	\$ 44,742.50	\$ 48,804.50	\$ 50,926.00	\$ 52,081.75
7	\$ 45,752.50	\$ 49,980.00	\$ 52,107.75	\$ 53,263.50
8	\$ 46,773.75	\$ 51,200.25	\$ 52,337.50	\$ 54,493.50
9	\$ 47,799.00	\$ 52,389.50	\$ 54,534.25	\$ 55,690.25
10	\$ 48,830.50	\$ 53,532.25	\$ 55,738.75	\$ 56,894.75
11	\$ 50,583.25	\$ 54,797.50	\$ 56,788.75	\$ 57,944.75
12	\$ 51,595.00	\$ 56,395.25	\$ 58,816.25	\$ 59,969.25
13	\$ 52,748.75	\$ 57,682.50	\$ 59,859.50	\$ 61,015.25
14	\$ 53,909.25	\$ 58,974.75	\$ 61,444.50	\$ 62,600.50
15	\$ 54,997.75	\$ 61,378.00	\$ 63,295.25	\$ 64,451.25

SMASE Specialty Salary Schedule: 2019-2020, 2020-2021

Step	BA	MA	MA+16	MA+36
\$ 1.00	\$ 44,277.25	\$ 47,338.75	\$ 49,436.25	\$ 50,596.25
\$ 2.00	\$ 45,237.25	\$ 48,389.50	\$ 50,491.25	\$ 51,647.00
\$ 3.00	\$ 46,287.75	\$ 49,436.25	\$ 51,541.75	\$ 52,697.75
\$ 4.00	\$ 47,338.75	\$ 50,491.25	\$ 52,592.75	\$ 53,748.75
\$ 5.00	\$ 48,389.50	\$ 51,541.75	\$ 53,643.75	\$ 54,799.25
\$ 6.00	\$ 49,436.25	\$ 52,592.75	\$ 54,694.25	\$ 55,850.25
\$ 7.00	\$ 50,491.25	\$ 53,643.75	\$ 55,745.25	\$ 56,901.25
\$ 8.00	\$ 51,541.75	\$ 54,694.25	\$ 56,795.75	\$ 57,951.75
\$ 9.00	\$ 52,592.75	\$ 55,745.25	\$ 57,846.75	\$ 59,002.75
\$ 10.00	\$ 53,643.75	\$ 56,795.75	\$ 58,897.75	\$ 60,053.25
\$ 11.00	\$ 54,694.25	\$ 57,846.75	\$ 59,948.25	\$ 61,104.25
\$ 12.00	\$ 55,745.25	\$ 58,897.75	\$ 60,999.25	\$ 62,155.25
\$ 13.00	\$ 56,795.75	\$ 59,948.25	\$ 62,050.00	\$ 63,205.75
\$ 14.00	\$ 57,846.75	\$ 60,999.25	\$ 63,100.75	\$ 64,256.75
\$ 15.00	\$ 58,897.75	\$ 62,050.00	\$ 64,151.75	\$ 65,307.25