

Collective Bargaining  
Agreement

Between

Hardin County  
School District No. 1

and

Hardin County  
Education Association

IEA/NEA

2021 – 2022

2022 – 2023

2023 - 2024



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## **ARTICLE I – RECOGNITION**

### **1.1 Unit Definition**

The Board of Education of Hardin County School District No. 1, Hardin County, Illinois, hereinafter “Board,” hereby recognizes the Hardin County Education Association, affiliated with the Illinois Education Association, National Education Association, hereinafter “Association,” as the sole and exclusive bargaining representative for all full time and regularly employed part-time certified personnel, hereinafter “certified employee,” and the full-time and regularly employed part-time non-certified or Educational Support Professionals (ESP's). Hereinafter, the combined groups will be known as the “Association” or “Employees.” The Board agrees not to negotiate with any other employee organization regarding the above-defined unit. Further, the Board agrees not to negotiate with any individual teacher or educational support professional over matters contained herein this agreement. If a retired teacher is employed as a non-substitute teacher in a part-time position, they will be paid the percentage of time worked times the BS lane step ten (10) on the current years pay schedule. Excluded from the bargaining unit are the Superintendent, Principals, Assistant Principals, Unit Secretary, Superintendent/High School Secretary, Bookkeeper and Treasurer. Also excluded are teachers employed by the Wabash and Ohio Valley Cooperative Special Education District and the Ohio and Wabash Valley Regional Vocational System.

*NOTE: The Board and Association agree that the above recognition language will appear in the collective bargaining agreement, but does not waive the exclusion of other employees from the bargaining unit pursuant to the Illinois Educational Labor Relation Act.*

## **ARTICLE II – ASSOCIATION RIGHTS**

### **2.1 Board Agendas, Minutes, and Financial Reports**

The Board or its designee shall provide the Association President, or his or her designee, one copy of Board meeting agenda, Board approved minutes, Annual Financial Report, approved Budget, and a summary sheet of bills on a timely basis at no cost to the Association.

A copy of the substitute lists, and any additions or deletions during the year, shall be provided to the Association President as they occur.

The Board agrees to make available public information concerning the financial resources of the District provided that the Association reimburses the District for the cost of duplication supplies not to exceed twenty cents per page.



## **2.2 Use of School Facilities and Equipment**

The Association shall not be denied the following:

### **A. Use of School Building**

The use of available school buildings for meetings of the Association pursuant to reasonable advance notice to the Superintendent or Building Principal, provided this section shall not apply where more than fifteen (15) persons are in attendance unless at least ninety percent (90%) of those in attendance are employees of the Board or members of their immediate family and provided the Association shall promptly reimburse the Board for any expenses incurred therewith and for any damages that may arise there from.

### **B. Use of Mailboxes, Inter-School Mail, and Bulletin Board**

The use of employee mailboxes, inter-school mail and a separate portion of the bulletin board in the teachers' lounge of each school building shall be available for the purpose of internal Association communications. All mailbox communications shall be identified as Association materials and initialed by the authorizing official of the Association with a copy to the Superintendent or designee except in cases where such communications are individually addressed to such employees. In the event an item of information is posted on the bulletin board which the aforementioned administrator deems to be inappropriate based on a standard of reasonable judgment, he/she shall afford the Association president an opportunity to remove such an item before the administrator does so.

### **C. Use of School Duplicating Equipment**

The right to use school duplicating equipment provided the Association reimburses the District for the cost of consumable supplies and any damage which may arise from such use. The District shall provide a login code for use of the school duplicating equipment. The rights afforded the Association in paragraphs A, B, and C above shall be contingent upon the absence of the need for such use for any aspect of the school program. Said equipment may be used only for Association business and shall not be used for personal, political, or financial gain.

### **D. Use of Intercom for Association Business**

Announcements of Association meetings may be read over the intercom system. Such announcements shall be made at the times regularly scheduled for announcements.

## **2.3 No Bypass of Association**

The Board/Administration will not insist upon a waiver of any rights under this contract except through the Association's designated representatives. However, this provision shall not preclude any individual or group of employees from presenting grievances and having them adjusted without intervention of the Association so long as the adjustment is not inconsistent with the terms of this Contract, and provided the Association has been given adequate notice and the opportunity to be present at such adjustment and at preliminary discussions.

The Board/Administration will provide the Association with a copy of correspondence regarding disciplinary meetings, disciplinary actions, and any contractual items.

## **2.4 Association Rights – Committees**

The Association shall appoint teachers and/or educational support professionals as members of any committee whose purpose is to represent any member(s) of the bargaining unit with respect to wages, hours, or other terms and conditions of employment within the meaning of the Illinois Educational Labor Relations Act. The Board will fulfill its obligation to bargain any such changes with the Association prior to implementation. Additionally, the Association will have the opportunity to appoint teachers and/or educational support professionals as members of committees (up to 25% of the committee) not included above. Employees appointed in this instance (non-terms or conditions of employment) may be removed by the Board for cause.

## **2.5 Association Information Requests**

The Association shall be entitled to requests for information necessary to fulfill its role as the exclusive bargaining representative. The Association shall make a reasonable effort to identify the requested information with sufficient specificity so as to allow the District to meet the requests.

The Board/Administration shall provide the Association President with a courtesy copy of any requests under the Freedom of Information Act and any other information requested as the exclusive bargaining representative in which they are entitled.

## **2.6 In-Service and Assemblies**

The Administration will consult the Association President in scheduling and planning early dismissal in-service activities. After consultation, the employees will be notified of their schedule.

## **2.7 Early Dismissal for Association Business**

The Association shall be allowed a maximum of two (2) days in which a flexible schedule will be implemented for employees to attend Association meetings. The Association President and Superintendent shall mutually agree on the dates for these two meetings. The meetings shall not start until 3:00 p.m. Employees scheduled to work during the time of the meeting will be granted up to one (1) hour of release time to attend the Association meeting. The employee will make up the time he/she was at the meeting by working the release time at the end of his/her shift.

## **2.8 Notification of New Hires**

The Board shall provide the Association with employee information, in an editable digital format, within ten (10) calendar days of the start of the school year and every thirty (30)-calendar days thereafter. The information must include employee's name, employee ID number (if applicable), job title, worksite, home address, and work phone number. It must also provide any personal phone numbers and personal email addresses on file with the employer. Additionally, the Board must provide the Association with an electronic file within ten (10) calendar days of hire of a new employee, the employee's name, date of hire, job title, work email address, and any personal email address on file with the employer.

*Per Public Act 101-0620, effective 12/20/2019, amended 115 ILCS 5/3, Illinois Educational Labor Relations Act.*

## **ARTICLE III ASSOCIATION SECURITY**

### **3.1 Dues Deduction**

Any teacher or education support professional who is a member or has applied for membership in the Association may sign and deliver to the School Board an authorization for continuous payroll deduction.

- A. The authorization is continuous and shall remain in effect from year to year unless the teacher or educational support professional revokes said authorization during the first five (5) employment days of any year or upon termination of employment.
- B. The School Board shall deduct from each member's pay the current dues of the Association provided the School Board has received an authorization form.
- C. Pursuant to such authorization, the School Board shall deduct one-tenth of such dues from the regular monthly salary check of each bargaining unit member each month for ten (10) months, beginning in September and ending in June of each year.
- D. The School Board shall remit said deducted dues to the Association on the regular pay dates. The parties agree that the Board will have no duty with respect to dues deduction other than the faithful execution of this Article.

## **ARTICLE IV – PAID LEAVE**

### **4.1 Sick Leave, Attendance Bonus, Funeral Leave & Prep. Time Absence**

#### **A. Sick Leave**

1. Sick leave shall be interpreted to mean personal illness or injury, quarantine at home, or serious illness, injury or death in the immediate family or household.
2. The “immediate family” shall include parents, step-parents, spouse, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, uncles, nieces, nephews and domestic partner.
3. Disability due to a pregnancy will be treated as other temporary disabilities.

Employees shall be granted sick leave at his/her daily rate of pay on the first day of each school year as follows:

- 0-4 Years of Full-Time Continuous Service: 12 Sick Days
- 5 and over Years of Full-Time Continuous Service: 18 Sick Days

If any Certified employee does not use the full amount of annual sick leave allowed, the unused sick leave shall accumulate up to a maximum of 370 days. Certified Employees exceeding 370 sick leave days at the beginning of a school year will have the days reduced back to the 370 maximum days at the end of the school year.

If a Non-Certified employee does not use the full amount of annual sick leave allowed, the unused sick leave may accumulate up to a maximum of 270 days. Non-Certified Employees exceeding 270 sick leave days at the beginning of a school year will have the days reduced back to the 270 maximum days at the end of the school year. Non-Certified employees at or over the 270 at the beginning of the current school year (2018-19) will be grandfathered in with their maximum days being the number of sick leave days they have after receiving their days for the 2018-19 school year.

Employees dismissed under a reduction-in-force and recalled to a position shall not have a break in continuous service and therefore, no loss of accumulated sick leave.

Employees hired after the start of any school year and who are actively employed for a period of six (6) or more months prior to the start of the next school year will receive a full year of service credit toward advancement on the above sick leave schedule.

Employees hired after October 1 will be granted four (4) sick days plus one (1) sick day for every month worked in the first year of employment. Thereafter, the employee will receive sick leave days at the beginning of the next school year, leave based on the above sick leave schedule.

Part-time employees that move to a position with more work hours will have their earned but unused sick leave converted, on a pro-rated base, for use in their new position. For example, a four (4) hour per day employee that moves to an eight (8) hour position would transfer two (2) four (4) hour sick leave days to one (1) eight (8) hour sick leave day.

**B. Employees Using Less Than Full Sick Leave Days:**

Employees eligible to be absent from work using sick leave on less than a full day, will obtain prior approval from his/her supervisor for the absence. The absence will be recorded on the employee's time sheet for ESP and recorded on a document for certified employees. The employee will be paid for the absence and once the employee's absences total  $\frac{1}{2}$  a day, the employee will have a  $\frac{1}{2}$  day deducted from his/her sick leave.

**C. Attendance Bonus:**

- 1) Employees with perfect attendance for the 1<sup>st</sup> semester will receive a \$400 attendance bonus. One (1) sick, personal or funeral day will not enter into this bonus.

**Or**

Employees missing only 1 day (sick or personal) and 1 funeral day during the 1<sup>st</sup> semester will receive a \$250 attendance bonus.

- 2) Employees with perfect attendance for the 2<sup>nd</sup> semester will receive a \$400 attendance bonus. One (1) sick, personal or funeral day will not enter into this bonus.

**Or**

Employees missing only 1 day (sick or personal) and 1 funeral day during the 2<sup>nd</sup> semester will receive a \$250 attendance bonus.

**Plus**

- 3) Employees with near perfect attendance for the school year, a total of three (3) or less absences (sick, personal, or funeral) for the year will receive a \$250 attendance bonus.
- 4) The use of traded sick for personal days as stated in 4.2E will remove the employee from consideration of any level of this bonus.

**D. Funeral Leave:**

Employees shall be granted up to 2 days of funeral leave per school year, without loss of pay, for the purpose of attending the funeral of a family or a non-family member.

Employees hired after October 1 of the school year will be granted one (1) funeral leave day at the time of employment. Thereafter, the employee will receive funeral leave days at the beginning of the next school year based on the above funeral leave schedule.

When attending a family member's funeral, employees will have the right to choose whether they want to use a funeral day or a sick day. Employees requesting funeral leave shall notify the principal as soon as possible. This provision shall be subject to section 4.2A of this agreement unless the principal determines that a greater number of absences would be permissible due to the availability of substitutes other than Administrators.

**E. Preparation Time Absence:**

Certified employees will be allowed to leave three (3) times per year during their preparation time for appointments. These three absences will not be counted against their sick leave. The employee must notify the office personnel before leaving the building.

## **4.2 Personal Business Leave**

Employees shall be allowed three (3) days Personal Leave during each contract year.

Employees hired after October 1 will be granted two (2) personal leave days at the time of employment. Thereafter, the employee will receive personal leave days at the beginning of the next school year based on the above personal leave schedule. No reason need be given for such leave. Restrictions placed in order to ensure efficient operations of the school are as follows:

- A. Twenty-four (24) hours' notice must be given prior to date of approval except in case of emergency.
- B. Not more than two (2) certified employees may be given leave on the same day to grades K-5. Not more than two (2) certified employees may be given leave on the same day to grades 6-12. Not more than two (2) non-certified employees may be given leave on the same day to grades K-5. Not more than two (2) non-certified employees may be given leave on the same day to grades 6-12. The Superintendent may approve leave on the same day for more than 2 employees from any group listed above at his/her sole discretion without setting precedent.
- C. Leave date must be approved by the principal and is subject to his/her decision. If he/she is unable to find a replacement or if other leave grants have already been given, the principal will ask the applicant to schedule another day.
- D. Unused personal leave shall accumulate as sick leave or may accumulate as personal leave to a maximum of five (5) days per contract year. Employees wishing to accumulate personal days to the maximum of five (5) must notify the bookkeeper in writing at the end of the school term.
- E. Employees have the option to trade two (2) sick days for one (1) personal day. No more than ten (10) sick days may be traded per school year.
- F. No employee may take more than five (5) personal days per school year.



### **4.3 Professional Leave**

The Administration (Superintendent or Principal) may allow employees professional leave for any educational or work related purpose. Any employee permitted to use a professional leave day shall notify his/her supervisor at least one (1) week in advance of his/her absence.

Professional leave days shall be used for the purpose of:

- A. Visitation to view other techniques or programs, new equipment, and other observation visitations that relate to the employee's performance of his/her job.
- B. Conferences, workshops or seminars conducted by colleges, universities, industries and suppliers.
- C. Such other purpose as may be deemed appropriate by Administration. The employee receiving a professional leave day may be requested to file a written report within one (1) week of his/her attendance at such visitation, conference, workshop or seminar.

In making the determination of whether to grant professional leave days, the Administration shall consider the following criteria:

- The educational program of the District as it relates to the professional activity.
- The certification, qualifications and teaching assignment of the requesting teacher as they relate to the professional activity.
- The number of teachers who have participated in the same or similar professional activity as requested.
- The number of teachers requesting to attend that activity.
- The number of teachers scheduled to be off the date of the activity.

If the leave request is denied, reasons shall be given.

### **4.4 Non-Certified Employee Training**

Educational support personnel may submit a written request to the Superintendent for the purpose of attending training that is related to improving his/her current job skills. The Superintendent, in his/her sole discretion, may approve or deny the request.

### **4.5 Jury/Court Duty**

Any employees called for jury duty during working hours or who are subpoenaed to appear in court, shall be paid his/her full salary, less any per diem compensation received for such services, and suffer no loss of benefit or contractual advantage. Per Diem compensation shall not include mileage reimbursement, if any, received by the employee.

#### **4.6 Association Leave**

The Association shall be granted six (6) Association leave days per school year without loss of pay or other benefits for the purpose of attending an Association meeting at the national, state, or regional level, provided the Association informs the Superintendent of the name of the employees who will attend the meeting at least seven (7) calendar days in advance of the anticipated absence, the Association pays the School District the cost of the substitute for the employees on leave prior to the commencement of the leave, and there are no more than five (5) teachers otherwise scheduled to be absent in the District on the leave day. The Association shall not be required to pay the cost of the substitute if no substitute is employed.

#### **4.7 Family Medical Leave Act**

The District shall follow its Board policy administrating the FMLA.

### **ARTICLE V – UNPAID LEAVE**

#### **5.1 Leaves of Absence**

Employees may be granted leaves of absence without pay for child rearing, educational or professional purposes, political appointment or election, or other personal reasons.

Unpaid leaves of absence may not exceed one year, but additional leave may be extended at the end of a leave.

#### **5.2 Leave Dates**

The departure and return dates shall be agreed upon between the Superintendent and employees before the leave is submitted to the Board for approval.

#### **5.3 Seniority, Experience Credit, and Tenure Rights**

- A. Teachers on unpaid leave will not accrue seniority or experience credit on the salary schedule but will not lose tenure or other rights under this contract or pursuant to the law.
- B. Non-certified employees on unpaid leave will not accrue seniority or experience credit on the salary schedule but will not lose rights under this contract or pursuant to the law.

## **5.4 Insurance During Leave of Absence or Retirement**

Unless the law provides otherwise, employees currently enrolled in the group insurance plan and who are on unpaid leave or retire from the District will have the option of remaining in the group hospitalization plan for up to two (2) years. The employee must submit payment for the insurance premium no later than the 15<sup>th</sup> of the month prior to the month the premium is due to the carrier. In the event payment is not made by the 25<sup>th</sup> of the month prior, the Board will discontinue payment of the employees' premium and the employee will be dropped from coverage, unless alternative arrangements are made directly with the carrier.

## **5.5 Permanent Disability**

An employee may be declared permanently disabled by the Board if following the expiration of all contractual leave, the employee misses more than ninety (90) consecutive work days due to a single disability and there is no reasonable expectation the employee will be able to resume performance of his/her duties within the forthcoming school year.

## **ARTICLE VI – SENORITY**

### **6.1 Seniority/Length of Continuous Service (Certified Employees)**

This section is in no way an alternative method of determining the sequence of dismissal.

Seniority as defined below is for the purpose of RIF or recall and is only to be interpreted as a means to determine/compare the length of continued service for teachers with identical or very similar lengths of continued service.

- A. Total years of continuous tenured teaching service in the School District; provided, however, that less than full-time service shall be computed on a pro rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- B. If the years of continuous tenured service are equal between two or more teachers, seniority shall be determined by total years of continuous teaching service with the School District; provided, however, that less than full-time service shall be computed on a pro rata basis and that unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority.
- C. If the years of total continuous teaching service with the School District are equal between two or more teachers, then seniority shall be determined by total teaching service in the School District, whether or not continuous. Such service shall be computed in the manner described in (A) and (B) above.
- D. If the years of total teaching service with the School District are equal between two or more teachers, then seniority shall be determined by placement on the salary schedule as determined by hours of recognized education credit.
- E. If two or more teachers remain equal after application of the factor(s) set forth in (D) above, then seniority shall be determined by order of hiring, as determined by date of Board Action per the Official Minutes of the Board.
- F. If two (2) or more teachers remain equal after application of the factor(s) set forth in (E) above, then seniority shall be determined by lot.

## **6.2 RIF (Non-Certified Employees)**

In the event of a reduction in the number of employees within a Job Category, layoffs will be based on date of hire within the Job Category in which the employee occupied at the time of layoff. Employees who have worked in more than one Job Category maintain seniority in each of the previous categories based on the date they began work in those Job Categories.

## **6.3 Job Categories (Non-Certified Employees)**

A. Non-Certified employees will have recall rights in accordance with the Illinois School Code.

The following Job Categories are hereby recognized:

- Cafeteria (Head Cook, Cook, PT Cook)
- Aides (Classroom, Library, PT Aide)
- Individual (Individual Aides, \*PT Aide)
- Custodians (11 month, PT Custodians)
- Maintenance (Head Maintenance Assistant, General, \*Grounds, \*PT Grounds)
- Secretaries (Building, \*PT Secretaries)
- Nurse (Nurse)

\*Some positions have been added in the Job Categories for the purpose of possible future jobs. Just because there is a position listed does not necessarily mean there are employees in each position.

# **ARTICLE VII – COMPLAINTS**

## **7.1 Notice and Conference**

No administrator, after receiving a complaint against an employee, shall start investigating that complaint until the Association President or his or her designee and the employee has been notified in writing of the complaint. This would not apply to any action that could be deemed illegal. As part of the investigation, the employee, in the presence of an Association Representative, shall have the opportunity to respond to the complaint prior to the District taking any disciplinary action against the employee. If a complaint is unfounded, the District will remove all documents related to the investigation from the employee's personnel file. When deemed appropriate by the Superintendent, conferences may be scheduled in an effort to resolve the complaint between (1) complainant – employee – building principal; (2) complainant – employee – Superintendent or designee; or (3) complainant – employee. The employee or other party to the conference may at their option have representation as they desire. Nothing in this provision shall limit or restrict an administrator's mandated reporter obligations to DCFS.

## **ARTICLE VIII – VACANCIES, PROMOTIONS, & TRANSFERS**

### **8.1 Vacancies and Posting**

The Superintendent or designee shall post in each employee lounge and give a copy to the Association President, a notice of all District vacancies within seven (7) school days after such occur. A vacancy shall be defined as a newly created position or any opening which occurs as a result of an employee's resignation, retirement, promotion, termination or voluntary transfer which the Board decides to fill. A vacancy shall not exist when employees are involuntarily transferred to a different position that is currently occupied. For example, an involuntary transfer of a 1<sup>st</sup> grade teacher to a 3<sup>rd</sup> grade position, a 3<sup>rd</sup> grade teacher to a 4<sup>th</sup> grade position and a 4<sup>th</sup> grade teacher to a 1<sup>st</sup> grade position shall not be considered vacancies and shall not be posted. Postings shall include the available position, qualifications and salary range. Notices of the vacancies shall remain posted five (5) school days before such vacancy is filled. When such vacancies occur during the summer recess notice shall be delivered within seven (7) days of occurrence via school telephone notification system to all members of the bargaining unit and a copy of the posting emailed to the Association President. This section shall not preclude the Board from filling a vacancy on an emergency basis.

### **8.2 Voluntary Transfers (Certified Employees Only)**

Any certified employee in the District may apply for transfer to a teaching position or to a stipend position for which a vacancy exists. The application shall be made in writing, to the Superintendent, within the posting period listed in Article 8.1.

The Board's selection of a candidate for a new or vacant teaching or stipend position shall be based upon the consideration of factors that include without limitation: licensures, qualifications, merit and ability and relevant experience, provided that the length of continuing service with the school district will not be considered as a factor, unless all other factors are determined by the Board to be equal. If all other factors are determined to be equal by the Board, length of continuing service with the district will be determined by section 6.1.

Upon the employee's request, the Superintendent shall meet with the employee to discuss the reasons for denial of the voluntary transfer; this meeting shall occur within (10) working days of the employee receiving notification.

### **8.3 Involuntary Transfer (Certified Employees Only)**

At any time, a certified employee may be involuntarily transferred to a different position for which he/she is certified/qualified. A certified employee whose assignment is involuntarily changed shall be afforded a conference with the Superintendent upon request for the purpose of discussing such change. The employee may request a meeting with the Board of Education to review the Superintendent's decision, but the Board's decision shall be final.

#### **8.4 Voluntary Transfer (Non-Certified Employees)**

Employees who voluntarily transfer from one Job Category to another shall maintain their position on the seniority list of the original Job Category based on the date of hire in the District and be placed on the new Job Category seniority list as of the date of the transfer. For example, an employee has the original date of hire in the district in the Job Category of Custodians of 7/1/1999. The employee voluntarily transfers to the Job Category of Aides on 8/25/2010. The employee will maintain the position of the 7/1/1999 date of hire in the Custodian Category and will be placed in the Aides Category with the date of transfer of 8/25/10.

Employees may voluntarily transfer within a Job Category without losing seniority in the Job Category by applying for a vacant or newly created posted position and having the job skills and qualifications for said position. An employee who voluntarily transfers to a different position within a Job Category shall receive the higher of the two hourly rates (employee's current hourly or new hire hourly rate). An employee who voluntarily transfers to a position in a different Job Category shall receive the higher of the two hourly rates (employee's current hourly or new hire hourly rate). It will be at the discretion of the Board and Superintendent to hire for the position. The Board will be urged to hire an employee based on qualifications and seniority. Employees will not lose seniority because of moving from one position to another position within a Job Category.

#### **8.5 Involuntary Transfer (Non-Certified Employees)**

If an employee is involuntarily transferred by the Board or designee to another position within a Job Category or to a different Job Category, that employee shall receive the higher of the two hourly rates. (Employee's current hourly rate or new hire hourly rate).

Employees will not lose seniority in the original Job Category because of being involuntarily transferred from one position to another position within a Job Category or to a position in a different Job Category.

#### **8.6 Additional Summer Work – Non-Certified Employees**

The Board shall have the right, in its sole discretion, to employ extra non-bargaining unit employees to perform summer custodial or mowing duties after consideration is first given to bargaining unit employees.

In the event the Board decides to employ additional summer help, such job opportunities will be posted for five (5) business days with a copy of any postings emailed to the Association President. If the job opportunity occurs during the summer break, the job vacancy shall be announced to all employees via school telephone notification system.

## **ARTICLE IX – TEACHING ASSIGNMENTS**

### **9.1 Teaching Assignments**

The Board or its designee shall notify teachers of their tentative assignments for the ensuing school year at least five (5) school days before the last day of school. Such notice will include the tentative class/course schedule grid for 6-12, course assignments for 6-12 teachers, and class assignments for K-5 teachers. Except in emergencies, a teacher whose assignment is changed will be given two (2) weeks' notice before the change is effective, unless the change is at the teacher's request.

## **ARTICLE X – WORK SCHEDULE**

### **10.1 Work Year**

#### **A. Certified Employees**

The teacher's work year shall consist of no more than 180 workdays. Unused emergency days in excess of the 180 work days placed in the school calendar by the Board will not become work days for teachers. No less than thirty-five (35) days prior to the adoption and/or amendment of the school calendar, the Superintendent will distribute a suggested calendar to teachers for comments. Teacher comments will be submitted to the Superintendent within five school days of receipt of the suggested calendar. The suggestions submitted will be considered by the Board prior to the adoption/amendment of the calendar.

#### **B. Non-Certified Employees**

##### **Work Days and Hours**

Work hours below are hours worked and do not include the employee's duty free, unpaid lunch period and do not include paid holidays.

**12 Month Maintenance** – 250 workdays per fiscal year, 8 hours per day.  
*Vacation per current policy.*

**11 Month Custodians** – 230 workdays per fiscal year, 7.5 hours per day. A summer schedule is to be assigned by an administrator with employee input considered. Leave will be taken in no less than two (2) week increments with the exception of absences used due to inclement weather (see 10.8b)



**Aides** – 175 workdays at 6.5 hours per day.

**Individual Aides** – 175 workdays at 6.5 hours per day.

- Individual aides will be required to report to the building administrators to receive other duty assignments on the days their student is absent. If that administrator is absent, they are to report to any other administrator that is present.
- Individual aides who are also bus aides will receive the regular hourly wage up to 40 hours and any time above this will receive time and a half.
- In the event that a student with an individual aide withdraws from the district, the aide with the least seniority and/or lacks certification (sixty-hours or paraprofessional exam) shall be given two (2) weeks' notice of honorable dismissal.

**Part-Time Aides** – Minimum workdays and hours per day based on assignment.

**10 Month Secretaries** – 180 workdays that teachers are in attendance, 8 hours per day, and up to an additional 30 workdays, 8 hours per day 15 days prior to the start of the new school year and 10 days following the end of the school year. The 10 days following the school year may be extended daily for up to an additional 5 days for completion of state or other reports at the sole discretion of administration.

**Nurse** – 175 workdays at 7 hours per day plus an additional 10 days, 7 hours per day: 5 days prior to the start of school and 5 days after the last scheduled day of certified staff attendance. The workday begins at 7:45 am.

**Head Cook** – 181 workdays at 7.5 hours per day.

**Cooks** – 177 workdays at 6.5 hours per day.

**Part-time Cooks** – Minimum workdays and hours per day based on assignment.

The established work hours/days set forth above shall not preclude the Board from implementing a reduction in force consistent with The School Code.

## **10.2 Parent/Student Conferences, Faculty Meetings & Educational Functions**

Teachers shall attend scheduled parent and/or student conferences, faculty meetings and education functions as determined by the Superintendent or designee. Such meetings will be reasonable in number and duration. Except in emergencies, teachers will be given no less than 24 hours advanced notice.

If any aspect of the District's educational program is judged unsatisfactory by the Illinois State Board of Education for reasons related to teacher instruction, the District may require the involved teachers to attend local in-service workshops or meetings after school, the number and duration of which will be mutually agreed upon between the Administration and Association.

## **10.3 Preparation Time**

- A. The Board shall provide teachers with a minimum of one class period per day for preparation and planning in grades 6-12 and a minimum of thirty (30) minutes per day for K-5 during the student attendance day or during common preparation time, provided all such teachers are employed four (4) or more periods per day, in an eight (8) period day. If the level of additional available minutes (art, music, physical education, library) at the K-5 level are to be considered for reduction, the Association must be given notice of such consideration before reduction is made with opportunity to impact bargain prior to any implementation.
- B. No high school or junior high teacher assigned to a regular classroom shall be given more than four (4) class preparations without additional compensation as specified on the extra duty schedule. This clause shall not be applicable to courses with the same title and number or to teachers of students with Individual Education Plans.

## **10.4 Duty Free Lunch**

Employees whose duties require attendance at the school for four (4) or more clock hours in any school day shall receive a duty free lunch period equal to the regular local school lunch period but not less than 30 minutes in each school day.

*NOTE: The parties agree that the employees' supervisor will schedule the employees' lunch period.*

## **10.5 Internal Substitution**

Any teacher who is required to internally substitute during his/her planning period on an involuntary basis shall be compensated at the rate of \$20.00 per class period provided not less than 15 minutes: if less than 15 minutes, such teacher shall be compensated at the rate of \$10.00 for such substitution.

## **10.6 Release Time**

- A. Special Education teachers shall receive two (2) release days per school year for the purpose of individual student testing to I.E.P.'s in the area of reading and math. Such days shall be scheduled by the building principal in consultation with the teacher.
- B. Teachers working on data for the School Improvement Plan (SIP) shall receive three (3) on-site release days per school year. These days are to be used to prepare documents for school accreditation and exclude days used for annual meetings with ESR personnel.
- C. Any required School Improvement Plan (SIP) work by a teacher done during off duty hours shall receive compensation in the amount of \$25.00 per hour. This work shall be approved by the building Principal in advance.
- D. LPDC committee shall be selected by a committee consisting of Association Executive Committee members. Any required work done by the LPDC teacher shall receive compensation in the amount of \$300.00 per year. The LPDC chairperson shall be paid \$1,000.00 per year. The maximum amount paid under this stipend will not exceed \$1,300 per year for the chairperson and the LPDC teacher.

## **10.7 Early Dismissal (Non-Certified)**

### **A. Early Dismissal**

School will be dismissed at 2:00 pm at the junior/senior high school and 2:10 pm at the elementary school on the days preceding Thanksgiving, Christmas, and Easter break.

Non-Certified work hours shall be as follows on the identified early dismissal days:

1. Custodians will work their full shift, but night shift will start their shift one (1) hour earlier.
2. Maintenance employees will work their regular shift.
3. Cafeteria will work their regular shift.
4. Secretaries will be released after all buses report in and will be paid their full daily rate of pay.
5. Aides will be released after students are dismissed and will be paid their full daily rate of pay.  
Individual aides will be paid for actual hours worked with their students.
6. The Nurse will be released after students are dismissed and will be paid her full daily rate of pay.

### **B. School Improvement Days**

In the event school improvement days are scheduled, students will be dismissed early. Non-certified work hours shall be as follows on school improvement days:

1. Custodians, Maintenance, Cafeteria, Secretaries, Nurse, Individual Aides, and Aides will work their regular shift.

## **10.8 Severe Weather or Act of God Days**

- A. Twelve (12) month employees are expected to report to work in the event of any emergency shutdown. If the employee is unable to report for work due to emergency, crisis, weather, or acts of God, she/he shall have the option of substituting vacation days to avoid loss of pay, time or benefits. Less than twelve (12) month, partial year employees, – i.e. nine (9) and ten (10) month employees, who are not expected to report for work on student non-attendance days or as indicated on their work classification's calendar shall not lose pay or benefits when buildings are shut down for an emergency, crisis, weather, or acts of God provided that the school calendar is amended to restore the lost day(s) or day(s) in which the district receives its full state aide for day(s) not restored, i.e. forgiveness days from the Illinois State Board of Education in which the district receives state aide, but students are not required to be in attendance.
- B. In the event of inclement weather eleven (11) month employees, with administration approval, may opt to not report to their job duties. If these employees do not report to their duties they will make these days up during the summer.

## **10.9 Honorable Dismissal and Recalls (Certified Employees Only)**

Employees that are removed or dismissed as a result of a decision of a school board to decrease the number of teachers employed by the board or a decision of a school board to discontinue some particular type of teaching service shall follow 105ILCS5/24-12. This section is in no way considered an alternative method of determining the sequence of dismissal or order of recall. Qualifications will be as determined by ISBE rules and regulations. If all things are equal, seniority (see section 6.1) will be followed. Employees will have two (2) calendar years following the first day after the notice of honorable dismissal for recall. Notice of recall shall be by certified mail to the employee's last known address. The employee must accept the offer within ten calendar days of attempted delivery by the postal service. If not accepted the employee shall be deemed to have waived his/her right to recall.

## **10.10 Subcontracting**

### **A. Subcontracting Non-Certified Positions**

There shall be no subcontracting on non-certified positions pursuant to the Illinois School Code 10-22.34c. Subcontracting is only allowed in cases as specified by the Illinois School Code 10-22.34c.

### **B. Vacant Stipend Positions**

When no current certified employee applies for a vacant stipend position within the required posting period under Article 8.1, Non-Certified employees shall have the opportunity to apply and be considered before hiring outside the bargaining unit.

## **10.11 Breaks (Non-Certified Employees)**

Educational support personnel that work six (6) or more hours a workday will be entitled to two (2) fifteen minute breaks. Employees that work four (4) or more hours but fewer than six (6) hours on a workday will be entitled to one (1) fifteen minute break.

NOTE: *The parties agree that the employees' supervisor will schedule the employee break(s).*

## **ARTICLE XI – PAY DATES AND STIPEND PAYS**

### **11.1 Regular Pay Dates**

Employees will be paid through direct deposit. Regular pay dates shall be on the 13<sup>th</sup> and the 28<sup>th</sup> of the month. This provision does not preclude early payment if the District deems necessary.

### **11.2 Pay Options**

#### **A. 10/12 Month Pay**

All employees shall have the option of receiving their pay by direct deposit on a ten (10) or twelve (12) month basis provided the employee shall make such choice in writing during the first five (5) employment days of each school year. Employees failing to make such election within the five (5) days shall be paid by direct deposit on a twelve (12) month basis. An employee's election of salary payments under this provision shall comply with any applicable IRS rules and procedures.

#### **B. Time Sheets (Non-Certified Employees)**

All non-certified employees shall fill out a time sheet. Non-certified employees shall turn in their time sheets to the unit office prior to their departure on the day that time sheets are due.

#### **C. Extra-Curricular/Stipend/Reimbursement**

At the beginning of the school year, the employee will determine the method of payment for extra-curricular and stipend earnings. These earnings may be paid 1) throughout the year on the 12-month payroll; 2) paid in one separate payroll check after the activity/work has been completed; or 3) paid in two separate payroll checks with one check ½ way through completion of the activity/work and the other check after the activity/work has been completed. Workshop stipends will be paid on the next pay date allowing sufficient time for the bookkeeper to prepare the check. Employer approved out-of-pocket expenses will be reimbursed in a separate payment within three (3) weeks of submission of the paperwork.

## **ARTICLE XII – PERSONNEL FILES**

### **12.1 Personnel File Review**

Employees will be given copies of any negative items to be placed in his/her personnel records. Each employee shall have the right, upon request, to review and receive copies of the contents of said employee's personnel records and to place therein written reactions/rebuttals to any of its contents. Such review shall occur during regular business hours, and during a time when the employee is not otherwise assigned and in a manner which shall not interfere with the operation of the District Office. Such review shall be in the presence of the Superintendent or his designee. No item shall be temporarily removed from such file without the consent of the Superintendent. A designated representative of the employee's choosing may inspect an employee's file, if written approval by the employee is given to the Superintendent.

No employee shall remove any material from a personnel file. The Board shall notify the employee in writing if it is required to produce the personnel file pursuant to any state and/or federal laws and/or their implementing regulations.

To the extent, such records exist each employee's personnel file shall minimally contain the following:

1. Application for employment;
2. Evaluations and responses thereto;
3. Employment contracts and a copy of their Illinois teaching certificate or credentials;
4. Promotion, transfer, discharge, or disciplinary reports;
5. College transcripts;
6. Formal documents relating to a grievance as specified in Article X, Section 10.2 G. The Board agrees to maintain employee medical records in accordance with Federal and State laws and regulations.

### **12.2 Third Party Requests for Personnel File Items**

Employees will be provided the name of the requesting party as well as copies of any FOIA (Freedom of Information Act) request at the same time the FOIA request is met.



### **12.3 Expunging Personnel File**

Prior to the release to a third party of information contained in the official Board personnel file, the employer shall review such file and remove letters of reprimand, or other records of disciplinary action which are more than four (4) years old, except when the release is ordered to a party in a legal action or arbitration. This section shall not be construed as limiting the Employer from referring to prior discipline more than four (4) years old in subsequent corrective progressive disciplinary matters.

### **12.4 Personnel File Location**

There shall be no more than one personnel file. The file will be located in the unit office.

## **ARTICLE XIII – STUDENTS**

### **13.1 Student Discipline Policies, Notifications, and Postings**

- A. Board policy regarding suspension and expulsion of students shall be provided to employees including any annual updates.
- B. Following a teacher's written referral to the administration regarding student discipline matters, the teacher and employee responsible for discipline data entry will receive a written response outlining the action taken within five (5) school days.

### **13.2 Teacher Discretion**

Teachers may remove student(s) from the classroom for one period if this action is needed to maintain a proper learning environment. If possible, other things will be tried before a student is removed.

### **13.3 Grounds for Removal**

Students may be removed when they are creating an atmosphere that interferes with the learning rights of others. Students may be removed for such things as but not limited to: (1) insubordination, (2) disrespect, (3) fighting, (4) excessive noise, (5) destruction of property, (6) smoking, (7) possession or use of drugs or alcohol, or (8) failure to work. The teacher will inform the student why he/she is being removed.

## **13.4 Student Grades**

The responsibility for determining student grades and other evaluations of students rests with the teacher subject to the grading policies of the Board. If the Administration or the Board considers changing a grade, reasons for the consideration will be stated in writing and an opportunity for teacher rebuttal will be given prior to any final change.

## **13.5 Grade Reports**

Teachers shall be required to submit student grade reports to the Principal or designee within three (3) work days following the end of the grading period, except for the final grading period of the school year when such grade reports shall be required on a date to be established by the Principal or designee. Teachers required to administer test(s) on the last student attendance day of the school year may submit grades on the first weekday following the last workday.

# **ARTICLE XIV – GRIEVANCE PROCEDURE**

## **14.1 Definition**

- A. Any claim by the Association or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
- B. All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term; then time limits shall consist of all weekdays. Time-lines may be extended by mutual consent.

## **14.2 Grievance Procedure**

The parties hereto acknowledge that it is usually most desirable for an employee/association and the employee's/association's immediately involved supervisor to resolve problems through free and informal communication. The employee/association will schedule and meet with their immediate supervisor on two (2) occasions at least two (2) days apart within 7 days of the occurrence to discuss the problem. If the informal process fails to satisfy the employee/association, a grievance may be processed as follows:

### **Step 1**

The employee or the Association shall present the grievance to the immediately involved supervisor within thirty (30) days of the occurrence of the grievance or within thirty (30) days of when such occurrence might reasonably have been ascertained. The grievance shall be in writing, setting forth the nature of the occurrence, the specific provisions of the Agreement claimed to have been violated and the remedy requested. The immediately involved supervisor shall arrange for a meeting to take place within ten (10) days after receipt of the grievance. The grievant may be accompanied to such meeting by a representative, and, if the Association is not the grievant or the grievant's representative, it shall also be advised at such meeting that they are entitled to have a representative thereat. Within then (10) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response.

### **Step 2**

If the grievance is not resolved at Step 1, then the employee or the Association may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step 1 answer. The Superintendent or designee shall arrange with the Association representative for a meeting to take place within ten (10) days after receipt of the appeal. Within ten (10) days after such meeting the employee and the Association shall be provided with the written response of the Superintendent or designee.

### **Step 3**

If the Association is not satisfied with the disposition of the grievance at Step 2, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date on which the Step 2 answer was due, then the grievance shall be deemed withdrawn:

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the Arbitrator which was not previously disclosed to the other party.
2. The Arbitrator shall have no power to alter the terms of this Agreement.

### **14.3 Bypass By Agreement**

If the Association and the Superintendent agree, any Step of the grievance procedure may be by-passed.

### **14.4 Direct Arbitration By Agreement**

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration.

### **14.5 Step 2 Grievances**

Grievances involving an administrator above the building level shall be initially filed at Step 2.

### **14.6 Grievant Representation**

If the Association is not acting as the grievant's representative, the Association shall be given adequate notice and the right to be present at all grievance steps, at any adjustment, and at any preliminary discussion.

### **14.7 No Reprisal Clause**

No reprisals shall be taken by the Board or the Administration against any employee because of the employee's participation in a grievance or refusal to participate in a grievance.

### **14.8 No Response Procedure**

If no written response has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step within ten (10) days after the day on which the response was due.

### **14.9 Grievance Records**

All records related to a grievance shall be filed separately from the personnel file of the employee.

### **14.10 Grievance Withdrawal**

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

### **14.11 Costs**

The fees and expenses of the arbitrator shall be shared equally by the parties.

### **14.12 Court Reporter**

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter.

### **14.13 Class Grievance**

Class grievances involving one or more employees or one or more supervisors and grievances involving an Administrator above the building level shall be initially filed by the Association at Step 2.

### **14.14 Settlement**

By mutual agreement, a grievance may be settled at any step without establishing precedent.

## **ARTICLE XV – EMPLOYEE EVALUATION**

### **15.1 Disclosure**

No formal evaluation of a certified employee shall be conducted without the knowledge of the employee.

### **15.2 Certified Employee Evaluation**

The teacher evaluation plan shall follow state guidelines (currently 105 ILCS 5/24A-5).

The PERA Joint Committee will establish an “Unsatisfactory Rating Appeal Process” to be approved by the Committee, Association, and the Board of Education in accordance with state law prior to the start of the 2021-2022 school year (currently 105 ILCS 5/24A-5.5).

### **15.3 Evaluation for Non-Certified Employees**

Non-certified staff will be evaluated a minimum of one time a year during the first and second years of employment within the district. After the second year, evaluations will be conducted every other year. Employees will be rated as either “poor,” “average,” or “good.” Any non-certified staff that receives a “poor” rating shall be placed on a sixty (60) school day remediation plan. Failure to improve to at least an “average” rating during the remediation process may result in the employee being dismissed with no rights to file a grievance.

## **ARTICLE XVI – EMPLOYEE DISCIPLINE**

### **16.1 Just Cause (Certified Employees)**

No teacher shall be disciplined short of dismissal or receive a written reprimand without just cause. This article shall not be construed as to impose any additional obligation upon the Board to those already provided by law with regard to dismissal of teachers.

At the employee's request, an employee shall be represented by the Association at any meeting which could reasonably result in disciplinary action. When such request is made, the meeting shall not continue until such representative is present.

### **16.2 Probationary Period and Just Cause (Non-Certified Employees)**

Newly hired non-certified employees shall be considered a probationary employee for his/her first 180 workdays. The District may at its sole discretion discipline and/or terminate the employment of a probationary employee. This discipline and/or termination of a probationary employee shall not be subject to the grievance/arbitration provisions of this Agreement. Upon satisfactory completion of a probationary period, an employee shall be deemed a permanent employee. An employee that has completed his/her 180 workday probationary periods shall have their seniority date retroactive to the first day worked. No non-certified employee that has completed his/her 180 workday probationary period shall be suspended without pay or dismissed without just cause. At the employee's request, an employee shall be represented by the Association at any meeting which could reasonably result in disciplinary action. When such request is made, the meeting shall not continue until such representative is present.

## **ARTICLE XVII – FRINGE BENEFITS**

### **17.1 Health Insurance**

Full-time employees regularly scheduled to work 30 or more hours per week shall be offered the opportunity to participate in a group health and major medical insurance policy. Full-time employees eligible for Board paid insurance may choose the option of a cash payment in the amount of \$220.00 per month in the years 2021-22, 2022-23, and the 2023-24 in lieu of such insurance coverage in accordance with the Board's Cafeteria Plan. Each employee eligible for such cash option shall make a binding election for the cash or insurance option prior to the start of each Cafeteria Plan year. The benefits paid under this provision shall be governed under the following procedures: in 2021-22 the Board shall pay \$585 per employee towards the monthly premium for individual coverage; 2022-23 the Board shall pay \$595 per month toward the monthly premium for individual coverage; 2023-24 the Board shall pay \$605 per month toward the monthly premium for individual coverage. At no time shall the board pay more than the full cost of a policy's coverage if it is below the above stated amounts. Anything above the premium cost will be retained by the district.

The insurance plan may be re-bid upon mutual agreement of the Association and the Board.

### **17.2 Mileage Reimbursement**

Employees will be paid at the rate equal to the IRS deductible mileage rate in effect at the time of travel, per mile, for use of their personal vehicle in the performance of their employment duties. This includes home-bound instructors. Employees may use their personal vehicle in lieu of a district provided vehicle to perform official job related duties if said use is more convenient for the employee and cost efficient for the district. Employees will be entitled to mileage reimbursements with prior approval.

### **17.3 Retirement Incentive (Certified)**

A retirement incentive will be offered to full-time certified employees of Hardin County School District with a minimum of 10 years' experience in the District. To qualify for this program, an employee must be eligible to retire with TRS under an option that causes no penalties to the district.

- A. An employee may elect the Retirement Program that will be paid over a period of up to four fiscal years prior to the teacher's effective retirement, provided the teacher submits an irrevocable written notice of retirement to the Superintendent by January 15. An employee giving a one-year notice must submit his/her letter on or before January 15 of his/her last year of teaching. An employee giving a two year notice must submit his/her letter of retirement on or before January 15 one year before his/her last year of teaching. An employee giving a three-year notice must submit his/her letter of retirement on or before January 15 two years before his/her last year of teaching. An employee giving a four-year notice must submit his/her letter of retirement on or before January 15 three years before his/her last year of teaching.
- B. Total payment due under the Retirement Program will be \$6,000.
- C. This retirement program payment may be paid in two forms:
  - (1) TRS creditable earning and/or (2) a retirement severance payment and shall be paid according to the following procedure:
    - 1. A calculation will be made comparing the employee's creditable earning of the immediately previous year with his/her creditable earning of the year he/she gave notice. If such creditable earnings are less than 106% of his/her creditable earnings of the previous year, that portion of the retirement program payment necessary to increase his/her creditable earnings to 106% shall be paid to the employee in his/her last regular pay check prior to June 30 of the first notice year.
    - 2. For each succeeding year of the notice period, where there exists a balance of the program payment to be made, comparison will be made between the employee's creditable earnings of the previous year and the current year period.

That portion of the program payment necessary to increase the employee's creditable earnings for the current year to 106% will be paid to the employee as creditable earnings in his/her last regular pay check prior to June 30 of the current year. In any succeeding year if the balance of program payment due is less than the amount needed to increase the employee's creditable earnings to 106%, then only the amount remaining will be paid to the employee as creditable earnings in the current year.



3. In the event the entire incentive payment due the employee is not paid as creditable earnings during the notice period, the remaining balance will be paid to the employee as a severance payment. Such payment shall be made within ten (10) days after the employee's last workday and/or receipt of his/her last regular paycheck, whichever comes last. This severance payment will not be treated as creditable earnings under TRS.
4. Any employee that qualifies for and receives retirement benefits under this incentive and subsequently decided to retire under a TRS retirement option which imposes penalties to the District shall be obligated to refund all money received under this retirement incentive.

Should the General Assembly or TRS, by way of change in law or regulation, increase the maximum increase in reported creditable earnings allowable without the District incurring a penalty, the increases paid under this section will be adjusted to that maximum allowable percentage.

#### **17.4 Longevity Benefit (Non-Certified Employees)**

Non-Certified employees that are eligible to retire with IMRF shall submit an irrevocable letter of retirement on or before the first day of the school year of their last year of employment. In the last year of employment, the eligible employee will receive a longevity bonus equal to \$200 for each year of full-time service in the district including the last full year of employment. The maximum benefit paid to an individual employee under this provision shall not exceed \$5,000 as allowed by IMRF without causing any penalties to the district. Any amount of the bonus not allowed under IMRF rules without causing a penalty to the district will be awarded to the employee after retirement.

#### **17.5 Compensatory Time (Non-Certified Employees)**

Non-Certified employees eligible for overtime pay may, at the sole discretion of the Superintendent, be awarded compensatory time in lieu of overtime pay. Compensatory time, if awarded will accrue at 1.5 hours of overtime work performed. All compensatory time will be pre-approved in writing by the Administration.

#### **17.6 Overtime Pay (Non-Certified Employees)**

All overtime work shall be paid in accordance with state and federal laws. Overtime shall be paid at 1.5 time the hourly rate.

## **17.7 Paid Holidays (Non-Certified Employees)**

The following are paid holidays for all Non-Certified employees when the District's observance of the holidays falls during the employee's regularly scheduled work week.

- Labor Day
- Columbus Day
- Veteran's Day (when it falls during the work week)
- Thanksgiving Day
- Christmas Day
- New Year's Day
- Martin Luther King Day (unless waived by District)
- President's Day (or Lincoln's Birthday; whichever day the District observes)
- Good Friday
- Memorial Day
- Pulaski Day (unless waived by the District)
- Independence Day (11 and 12 month employees only)

To be eligible to be paid for a holiday an employee must be scheduled to work during the week in which the holiday falls.

*Bargaining Note: It is the intention of the parties that this language will provide holiday pay to Non-Certified employees in the same manner in which they were paid holiday pay prior to joining HCEA.*

## **17.8 I.M.R.F. (Non-Certified Employees)**

To the maximum extent permitted by federal and state law, the District shall tax shelter the employee's portion of the IMRF pension.

## **ARTICLE XVIII – EFFECTS OF AGREEMENT**

### **18.1 No Strike**

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall engage in, authorize, or instigate any strike.

### **18.2 Management Rights**

It is expressly understood and agreed that all functions, rights, powers or authority of the administration of the school district and the Board of Education which are not specifically limited by the express language of this Agreement are retained by the Board provided, however, that no such right shall be exercised as to violate any of the specific provisions of this Agreement or the law. The Board shall not be required to bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure and selection of new employees, and direction of employees. The Board, however, shall be required to bargain collectively with regard to policy matters directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by employee representatives. To preserve the right of employers and exclusive representatives which have established collective bargaining relationships or negotiated collective bargaining agreements prior to the effective date of this Act, the Board shall be required to bargain collectively with regard to any matter concerning wages, hours, or conditions of employment about which they have bargained for and agreed to in a collective bargaining agreement prior to the effective date of the Illinois Educational Labor Relations Act.

### **18.3 Waiver of Additional Bargaining**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the opportunity to make demands and proposals with respect to any subject or matter not removed by law. The understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in the Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily waives the right to negotiate with respect to any matter covered in the Agreement.

### **18.4 Tentative Agreement**

In order to minimize misunderstandings regarding mid-term negotiated agreements, the parties agree that all tentative agreements shall be reduced to writing noted as a tentative agreement by indication “TA”, signed and dated by the chairperson of the respective negotiation teams.

## ARTICLE XIX – DURATION

### **19.1 Duration of Agreement**

The Agreement shall be in effect as of the first day of the 2021-2022 school year. The Agreement shall expire on the end of the day immediately preceding the start of the 2024-2025 school year, subject to Section 18.1 of this agreement.

Board of Education  
Hardin County Community  
Unit School Dist. #1

Hardin County  
Education Association  
Illinois Education Association

By: *Greg Vann*  
President

By: *Melinda M. Foster*  
President

Date: *July 26, 2021*

Date: *July 26, 2021*

Attest: *Denise Little*  
Secretary

Attest: *Stephanie Mosley*  
Secretary

Date: *July 26, 2021*

Date: *July 26, 2021*

**SALARY SCHEDULE**  
**APPENDIX A**  
Schedule for 2021-2022

	BS	BS+15	MS	MS+15	MS+30	MS+45	MS+60	ND
1	36961	38137	39313	40489	41665	42841	44017	35234
2	37857	39033	40209	41385	42561	43737	44913	36130
3	38753	39929	41105	42281	43457	44633	45809	37026
4	39649	40825	42001	43177	44353	45529	46705	37922
5	40545	41721	42897	44073	45249	46425	47601	38818
6	41441	42617	43793	44969	46145	47321	48497	39714
7	42337	43513	44689	45865	47041	48217	49393	40610
8	43233	44409	45585	46761	47937	49113	50289	41506
9	44129	45305	46481	47657	48833	50009	51185	42402
10	45025	46201	47377	48553	49729	50905	52081	43298
11	45921	47097	48273	49449	50625	51801	52977	44194
12	46817	47993	49169	50345	51521	52697	53873	45090
13	47713	48889	50065	51241	52417	53593	54769	45986
14	48609	49785	50961	52137	53313	54489	55665	46882
15	49505	50681	51857	53033	54209	55385	56561	
16	50401	51577	52753	53929	55105	56281	57457	
17	51297	52473	53649	54825	56001	57177	58353	
18	52193	53369	54545	55721	56897	58073	59249	
19	53089	54265	55441	56617	57793	58969	60145	
20		55161	56337	57513	58689	59865	61041	
21		56057	57233	58409	59585	60761	61937	
22		56953	58129	59305	60481	61657	62833	
23		57849	59025	60201	61377	62553	63729	

1. The Board will contribute or pay on behalf of all teachers, three percent (3%) of their nine percent (9%) Teachers Retirement System (TRS) contribution. The remaining six percent (6%) of the teachers contribution to TRS will be deducted tax sheltered, and paid to TRS on behalf of the teacher.
2. Teachers off the Salary Matrix will receive \$896, the equivalent of a longevity step, added to their salary.

**SALARY SCHEDULE**  
**APPENDIX A**  
Schedule for 2022-2023

	BS	BS+15	MS	MS+15	MS+30	MS+45	MS+60	ND
1	36961	38137	39313	40489	41665	42841	44017	35234
2	37857	39033	40209	41385	42561	43737	44913	36130
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2. Teachers off the Salary Matrix will receive \$896, the equivalent of a longevity step, added to their salary.

## SALARY SCHEDULE

### APPENDIX A

Schedule for 2023-2024

	BS	BS+15	MS	MS+15	MS+30	MS+45	MS+60	ND
1	36961	38137	39313	40489	41665	42841	44017	35234
2	37857	39033	40209	41385	42561	43737	44913	36130
3	38753	39929	41105	42281	43457	44633	45809	37026
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22		56953	58129	59305	60481	61657	62833	
23		57849	59025	60201	61377	62553	63729	

1. The Board will contribute or pay on behalf of all teachers, the full nine percent (9%) Teachers Retirement System (TRS) contribution.

2. Teachers off the Salary Matrix will receive \$896, the equivalent of a longevity step, added to their salary.

**ESP SALARY  
2021 – 2024  
APPENDIX B**

<b><u>ESP/Non-Certified Beginning Salary Schedule</u></b>		
<b>HS/GED/STA</b>	<b>Paraprofessional Exam, Associate, or 60 Hrs.</b>	<b>Bachelor's or Bachelor's Plus</b>
Minimum wage/hr.	Minimum wage + \$0.25/hr.	Minimum wage + \$0.50/hr.

**ESP/Non-Certified Employees  
2021-2022**

***ESP/Non-Certified Employees at minimum wage (0-5 years' service)***

These employees will begin the school year at \$11.00/hr. until January 1, 2022, and then their pay will increase to \$12.00/hr.

***ESP/Non-Certified Employees at minimum wage (6-20 years' service)***

These employees will begin the school year at \$11.50/hr. until January 1, 2022, and then their pay will increase to \$12.00/hr.

***ESP/Non-Certified Employees that do not qualify for the minimum wage increase***

Starting with the first pay period of the new school year, these employees will receive one dollar (\$1) per hour increase to their hourly rate of pay.

The following will be applied, in addition to the one dollar (\$1) per hour pay increase: Employees with six (6) or more years of service with the district will receive \$0.01 times the number of years of service added to their hourly rate of pay.



## **ESP/Non-Certified Employees**

### **2022-2023**

#### ***ESP/Non-Certified Employees at minimum wage (0-5 years' service)***

These employees will begin the school year at \$12.00/hr. until January 1, 2023, and then their pay will increase to \$13.00/hr.

#### ***ESP/Non-Certified Employees at minimum wage (6-20 years' service)***

These employees will begin the school year at \$12.50/hr. until January 1, 2023, and then their pay will increase to \$13.00/hr.

#### ***ESP/Non-Certified Employees that do not qualify for the minimum wage increase***

Starting with the first pay period of the new school year, these employees will receive one dollar (\$1) per hour increase to their hourly rate of pay.

## **ESP/Non-Certified Employees**

### **2023-2024**

#### ***ESP/Non-Certified Employees at minimum wage (0-5 years' service)***

These employees will begin the school year at \$13.00/hr. until January 1, 2024, and then their pay will increase to \$14.00/hr.

#### ***ESP/Non-Certified Employees at minimum wage (6-20 years' service)***

These employees will begin the school year at \$13.50/hr. until January 1, 2024, and then their pay will increase to \$14.00/hr.

#### ***ESP/Non-Certified Employees that do not qualify for the minimum wage increase***

Starting with the first pay period of the new school year, these employees will receive one dollar (\$1) per hour increase to their hourly rate of pay.

## **Head Cook**

### **2021-2022**

Will receive \$2.83 per hour pay increase

### **2022-2023**

Will receive \$1.25 per hour pay increase

### **2023-2024**

Will receive \$1.25 per hour pay increase

## **Head Maintenance Assistant**

### **2021-2022**

Will receive \$20.00 per hour.

### **2022-2023**

Will receive a \$0.50 per hour pay increase.

### **2023-2024**

Will receive a \$0.50 per hour pay increase

## **ESP: Nurse: Registered Nurse or Licensed School Nurse**

The starting rate of pay for a new hire in the nurse position who is an RN or Licensed School Nurse will be set by the Board, in agreement with the Association, based upon qualifications, education, and experience.

### **2021-2022**

Beginning with the 2021 – 2022 school year the nurse will receive ten (10) additional days, five (5) prior to the start of the school year and five (5) after the last scheduled day of certified staff attendance to complete necessary paperwork.

In addition the nurse's work hours will change from six and a half (6.5) hours per day to seven (7) hours per day. The workday will begin at 7:45 am and end at 3:15 pm.

### **2022 – 2023**

The nurse will receive a \$0.25 per hour increase.

### **2023 – 2024**

The nurse will receive a \$0.25 per hour increase.

**EXTRA CURRICULAR  
APPENDIX C  
2021 - 2024**

Athletic Director	5,000
Varsity Boys Basketball	3,420
Asst. Varsity Boys Basketball	2,220
High School Girls Basketball	3,420
Asst. Varsity Girls Basketball (if numbers warrant position)	2,220
Jr. High Boys Basketball	2,400
Jr. High Girls Basketball	2,400
High School Boys Baseball	1,500
Jr. High Boys Baseball	1,200
High School Girls Softball	1,500
Jr. High Girls Softball	1,200
High School Cheerleader Sponsor	1,440
Jr. High Cheerleader Sponsor	960
Cross Country	600
Golf	600
Archery	1,800
High School Volleyball	1,800
Jr. High Volleyball	1,200
Summer/Marching Band	1,500
Senior Class Sponsor (2 each)	840
Jr. Class Sponsor (2 each)	960
Sophomore Class Sponsor (2 each)	120
Freshman Class Sponsor (2 each)	120
8 <sup>th</sup> grade Sponsor (2 each)	480
Yearbook	1,440
Elementary Yearbook	480
Student Council	500
Scholar Bowl High School	780
Scholar Bowl Jr. High School	600
Academic Challenge (3 @ 200 each Math/Science/English)	720
National Honor Society Sponsor	481
Safety Care Trainer	1,500
LEA	7,500
Mentor (Each - 4 maximum – at least one (1) per school)	750
School Play (3@ 200 each)	720
Home-bound	\$25/hr. (plus mileage)
FFA (For State Convention in the summer)	600
More than 4 class preps (See Article 10.3B)	600
Guidance Counselor (15 days)	per diem

NOTE: *When no current certified employee applies for a vacant stipend position within the required posting period under Article 8.1, Non-Certified employees shall have the opportunity to apply and be considered before hiring outside the bargaining unit.*

*All positions in the extracurricular chart may be left unfilled, or filled by volunteer assistants.*