

AGREEMENT BETWEEN

**HEYWORTH COMMUNITY UNIT SCHOOL DISTRICT #4
MCLEAN COUNTY, HEYWORTH, ILLINOIS**

AND

HEYWORTH UNITED EDUCATION ASSOCIATION, IEA/NEA

2014-2015

2015-2016

2016-2017

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ARTICLE I RECOGNITION

1.1 Recognition

The Board of Education of Heyworth Community Unit District No. 4, Mclean County, Heyworth, Illinois referred to as the “Board,” recognizes the Heyworth United Education Association, IEA/NEA, hereinafter referred to as the “Association,” as the sole and exclusive negotiating agent for all full-time and regularly employed part-time employees and all non-certified, non-supervisory, non-managerial personnel including certificated teachers, secretaries, cooks, custodians, nurses, groundskeepers, social workers, and teacher aides, except for the Superintendent, principals, substitute employees, confidential employees and those individuals who make recommendations directly to the Administration and/or Board regarding hiring and firing of personnel and are classified as supervisory or managerial. Both parties agree that the position(s) of nurse, groundskeeper, and social worker are specialized positions and may be filled by private contractors or by full-time or regularly employed part-time employees of the Board.

1.2 Part-time Benefits

Regularly employed part-time employees shall be included in the bargaining unit and subject to the terms and conditions of this agreement except that their salaries and benefits shall be based on their fractionalized employment status. For purposes of health insurance benefits only, a full-time employee shall mean an employee regularly required to work thirty (30) hours per week or more.

A part-time employee who works at least ninety (90) consecutive days at the same position on a full-time basis during one (1) calendar year shall receive a full year of seniority and receive insurance benefits as a full-time employee during the period of time the employee works on a full-time basis. A part-time employee who works less than ninety (90) days at the same position on a full-time basis during one (1) calendar year shall receive no seniority for that year of employment.

1.3 Definitions

A. Employee

The term “employee” where used herein, shall mean any individual in the bargaining unit represented by the Heyworth United Education Association, IEA/NEA.

B. Certificated or Certified Employee

The term “certificated or certified employee” where used herein, shall mean any individual in the bargaining unit whose responsibility is teaching and who possesses a teaching certificate.

C. Classified or Non-Certificated Employee

The term “classified or non-certificated employee” where used herein, shall mean any individual in the bargaining unit whose responsibility is not teaching and is employed by the Board of Education in a support staff position.

D. Part-Time Employees

Part-time employees shall be defined as those regularly employed individuals covered by this Agreement who work at least four (4) hours per day, five (5) days per week.

E. Employee

The term “employee” as used in this Agreement includes both male and female employees covered by this Agreement. In addition, wherever in this Agreement the masculine gender is used, it is intended that it will apply to the feminine gender.

1.4 Annual Contract

Each part-time teacher shall be given an annual contract specifying wages and benefits thereof. Any member of the bargaining unit whose responsibilities constitute one-half (1/2) or more of a full contract year shall be moved to the next higher step on the salary schedule the following year. The increment step shall be based on the employee’s fractionalized employment status.

1.5 No Negotiation With Other Organizations

The Board agrees not to negotiate with any other employees’ organization, individual employee, or group of employees regarding items contained in the agreement; but the Board reserves the right to consult with any individual or group of employees provided such consultation does not come in conflict with the terms of this agreement.

**ARTICLE II
EMPLOYEE DISCIPLINE**

2.1 Certificated Employees – Just Cause

The Board shall not discipline tenured teachers without just cause, and shall follow the practice of progressive discipline. Discipline shall be defined as an oral warning, written warning, suspension without pay, or discharge. The sequence and necessity for these steps will be determined by the Superintendent/Board depending upon the circumstances of each case. The parties agree that the proper forum for the discharge or evaluation of tenured teachers are state and federal statutes including Sections 24-12 and 24-A of the School Code and not the Grievance Procedure.

2.2 **Right of Representation – All Employees**

When an employee is required to appear before the Administration or the Board of Education concerning a disciplinary conference in which an oral or written reprimand will be issued or a conference in which a suspension without pay or dismissal will occur, the employee shall be entitled to have an Association representative present, if one is requested. Prior to such conference, the Administration or Board will inform the employee that a conference will be held concerning an oral or written warning, a suspension without pay, or a dismissal. It shall be the responsibility of the employee to obtain a representative of his/her choice.

2.3 **Non-Certificated Employees – Just Cause**

The parties agree that the remainder of Article II shall apply to only non-certificated employees and is not applicable to teachers or certificated personnel.

2.4 **Termination of Employment**

A. **Cause for Termination**

The employment of a non-probationary employee may be terminated for cause upon action of the Board of Education.

B. **Written Reasons**

Reasons for termination of employment shall be presented to the Board of Education, in writing, and a copy of such reasons shall be supplied to the employee involved.

C. **Notification and Severance Payment**

Termination of employment after six (6) months shall be accompanied by at least two (2) weeks' notice, except in cases in which the Board of Education concludes that continued presence of the employee on the premises will be detrimental to the best interests of the school, in which case employment may be terminated immediately upon notice, along with two (2) weeks' pay in lieu thereof providing, however, that if such employment is terminated by reason of gross misconduct, no severance pay shall be granted. At the termination of employment of any employee, falling under the provisions of vacation benefits, for any reason, the employee shall receive a pro rata share of vacation pay for all unused vacation days.

2.5 **Employee Discipline/Discharge Procedures**

A. **Notification of Deficiencies**

It shall be the responsibility of the Building Principal or immediate supervisor to bring to the attention of the Superintendent, employee deficiencies in said employee's work program or performance of assigned work and, in writing, make a record of such conference. One copy of said record is to be provided to said employee.

B. **Just Cause**

The Board of Education will not discipline or discharge any non-probationary employee without just cause and will use a progressive discipline procedure. This will not prevent the Board from taking immediate action for unusual or severe circumstances.

C. **Progressive Discipline**

Disciplinary action will be progressive except for gross misconduct as stipulated in 2.5.3, in accordance to the following schedule. The sequence and necessity for the following steps will be determined by the Superintendent depending upon the circumstances of each case.

1. Verbal Warning
2. Written Warning
3. One to Five Day Suspension
4. Discharge

D. **Examples of Cause**

Examples of cause are not necessarily limited to but could include the following:

1. Dishonesty. *e.g.* falsification of job applications, falsifying work records, stealing or misappropriation of district or employee property.
2. Drinking or intoxication on the job. *e.g.* use and/or possession of alcoholic beverages on the job, inability to perform work due to alcoholic consumption prior to or during work shift.
3. Illegal strike or slowdown. *e.g.* participation in or leadership of a concerted activity which violates the no strike, no lockout provision of the agreement.
4. Fighting. *e.g.* conduct which inevitably provokes a fight, punishment of the aggressor, off-duty fights that are job-related.

5. Illegal use of drugs. *e.g.* use of mind-expanding drugs which are not prescribed treatment of a physician. Possession of illegal drugs on the job.
6. Immoral conduct. *e.g.* improper advances to or activities with employees or students. Off- duty immoral activities which affect the establishment and/or the job adversely.
7. Insubordination. *e.g.* refusal to carry out reasonable and/or proper orders from a designated representative of management.
8. Incompetence.
9. Excessive absenteeism or tardiness.
10. Destruction of District property.

ARTICLE III ASSOCIATION AND EMPLOYEE RIGHTS

3.1 Right of Membership

Employees as defined in Article I shall have the right to organize and join the Association and to participate in negotiations with the Board or its designee through representatives of their own choosing. It is also agreed employees have the right to not join the Association. The Board shall not discriminate against any employee with respect to hours, wages, or terms and conditions of employment for reason of membership or non-membership in the Association, participating in negotiations with the Board, or the institution of any grievance, complaint or proceeding under this Agreement.

3.2 Association Representatives

The Board recognizes the right of the Association to select or elect from its employees who are members of the Association, a representative or committee to handle Association business such as the investigation of grievances, meeting with management, transmittal of messages, and such other duties as may be delegated to them from time to time by the Association. The name of such representative(s) and committee members shall be furnished to the Board in writing, and any change shall be reported in writing. The representatives of the Association shall have reasonable access to each of the buildings represented by this Agreement, provided such activity does not result in interference with any of the related work activities of the grievant or of the District's employees Association. It is understood said representatives will check in at the building office prior to entering the building.

The Board/Administration shall only be responsible for answering questions concerning the interpretation of the Agreement from the Association President or his/her designee.

3.3 Right to Review – Personnel File

A master file of all materials related to an employee shall exist at the Administrative Central Office. Each employee shall have the right to review the contents of said employee's personnel file with the exception of those stated in the Employees' Records Act of Illinois and to attach and place therein written reactions to the contents. Each employee, upon twenty-four (24) hour notice, shall have the right to review the contents of said employee's personnel file and to attach and place therein written reactions to any of its contents. Such review shall take place during the regular business hours established by the Central Office or at a time mutually agreeable with the Superintendent and the employee. Material which is derogatory to an employee shall not be placed into the employee's file unless the employee has been made aware of said material. The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Superintendent or designee.

3.4 Use of School Business Equipment

With the approval of the Superintendent or his designee, the local Association shall be allowed reasonable use of school business equipment except for central office equipment, provided that the use of said equipment does not interfere with the instructional and/or extra-curricular programs. The Association shall purchase all supplies and materials used in the business of the Association. No business equipment shall leave the school premises unless prior approval of the Superintendent is given.

3.5 Use of School Buildings

The local Association shall have the right, upon approval of the Superintendent or his designee, to use school buildings for meetings at a time when school is not in session, provided that such meetings do not interfere with instructional and/or extra-curricular programs.

All meeting areas shall be approved by the Superintendent or his designee. Whenever special custodial services are required, the Board may make a reasonable charge for the services.

3.6 Use of Mailboxes and Bulletin Boards

The Association shall have the right to use employee mailboxes and electronic mail for Association communication. A bulletin board shall be provided by the Board in each of the District's buildings for internal Association communication.

3.7 Dues Deduction

Upon receipt of a dues deduction authorization executed by the individual employee, the Board shall deduct bimonthly from each member's pay, the current dues of the

Association. Authorization for new members must be executed on or before October 1st. The certification form shall be furnished by the Association. Severance of employment automatically terminates dues deduction arrangements. All dues deducted by the Board shall be remitted to the Association no later than ten (10) days after such deductions are made.

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this article in reliance of any assignment furnished under the provision of this article.

3.8 Other Deductions

Any employee may request bimonthly payroll deduction be made for government savings bonds, group life and health insurance, credit union accounts, District approved tax sheltered annuities, and other mutually agreed upon deductions, provided a written authorization is delivered to the Board office not later than ten (10) days prior to any pay quarter and contains the following information:

- A. Type of deduction requested;
- B. Amount of deduction;
- C. Where deduction is to be deposited.

Credit union withholdings shall be mailed within twenty (24) hours of the day regular payroll checks are issued.

Other withholdings shall be paid to the appropriate agency by the end of the month or as the law prescribes in the case of federal, state, etc.

Should an employee exhibit a pattern of excessive deduction changes, the Superintendent may refuse future changes.

3.9 Parental Complaints

Any complaint by a parent toward an employee, which will result in disciplinary action, shall be channeled by the Administration to the involved employee. An effort shall be made to schedule a conference between the employee and the parent. The Board shall not be responsible for a parent who improperly does not follow the proper channels and the parent's failure to follow the proper channels shall not be grievable. All other procedures as outlined in this proposal shall be subject to the Grievance Procedure.

Prior to any disciplinary action in writing against an employee by the Board because of a parent complaint, the Board or Administration shall have a meeting with the employee.

3.10 Physical Assault On A Teacher

An employee shall promptly report to his/her building principal or other person designated by the Superintendent any alleged case of physical assault on such employee while performing his/her assigned duties. If the States Attorney decides to prosecute said person, the employee shall be released from his/her assigned duties while testifying without loss of salary or benefits.

3.11 Document Availability

The Board will provide the Association President a copy of the Board Agenda, Board Minutes, Form 50-35, and Form 50-36 when those documents are available for distribution.

3.12 Channel of Communication

The channel of communications to the Board of Education shall always be through the proper levels of supervision.

3.13 Notice of New Employees

Names and addresses of newly-hired employees shall be provided to the Association within fourteen (14) days after their employment upon request, providing said employees have no objection.

**ARTICLE IV
EMPLOYMENT CONDITIONS**

4.1 School Calendar

The employment year for all full-time teachers shall not exceed one hundred seventy-six (176) pupil attendance days and four (4) institute days. The salary schedule (Appendix A) shall be based on the maximum calendar of one hundred eighty (180) days. No less than thirty (30) days prior to adoption of the calendar by the Board, the Board shall receive advisory input from the Association. The Superintendent and/or designee(s) will invite the Association to submit its views and comments on the proposed calendar for the next year prior to preparing the calendar and will consider such views and comments in formulating the recommendations for the employer's decisions. This item does not restrict the Board in any way when it adopts the school calendar.

The official school calendar will not exceed one hundred ninety (190) days, including emergency days. In addition, the official school calendar shall be determined and published by May 1 of the prior school year.

4.2 **Work Week – Non-Certificated Employees**

The normal work week shall be five (5) consecutive workdays as specified in this Article, Monday through Friday inclusively, except for custodians who may work Monday through Saturday inclusively. Employees shall receive one and one-half (1 1/2) times their hourly rate for hours worked that exceed forty (40) hours in a week. The workweek of the groundskeeper shall be as provided in 4.20.

4.3 **Work Day – Certificated Staff**

The normal teachers' day shall be from 8:00 a.m. to 3:45 p.m.

The normal work day shall be followed, except the beginning and ending times may be altered for the following:

- A. Faculty Meetings. The Board and Administration shall have no more than one monthly faculty meeting per building not to last any later than 4:00 PM if an afternoon meeting or not to start earlier than 7:30 AM if a morning meeting.
- B. Altered bus services
- C. Curriculum meetings
- D. Scheduled appointments with parents or students by the principal for parent/teacher conferences. If a parent requests a conference with a teacher concerning a student, the teacher shall have the authority to schedule those appointments.
- E. Open House
- F. Emergency situations where employee presence is required by the Superintendent to protect the welfare or safety of the students.
- G. Any teacher required by the Administration to attend a workshop-committee outside the normal work day shall be compensated at the rate of \$20/clock hour.

Teachers required to be on Board or Administration appointed committees shall be paid at the rate of \$20/hour when committee meetings are scheduled outside the regular school day.
- H. In the event that students are dismissed early due to Thanksgiving, Christmas, Easter, or Spring Break, teachers shall be dismissed following the departure of the last bus from the school unless needed for supervision of students as requested by the administrator.

Should students be dismissed early due to weather-related circumstances, teachers shall be allowed to leave the building following dismissal at the discretion of the Superintendent or his/her designee.

I. When teachers must return to the building for an evening function, they shall be allowed to leave the building as soon as the last bus has cleared the school grounds, unless professional discretion should dictate otherwise.

J. Early Release:

Students shall be released early at the end of each semester so as to provide a grading/work day for the staff. Such release is subject to minimum clock hours as required by the state.

On the last day of school, Principals will allow employees to leave after the employee has completed his/her duties and has followed proper check-out procedures.

K. Relocation. Teachers who are assigned to a different classroom or location than they previously occupied shall receive \$20/clock hour for packing and unpacking materials. District shall be responsible for moving the packed materials from the old room to the new room. The maximum amount of time a teacher may be paid for relocation is ten (10) hours.

L. Graduation and promotion ceremonies

M. Zero Hour. Teacher(s) may teach a “Zero Hour” class which is defined as a regularly scheduled class that is held prior to the regular start of the school day or after the conclusion of the regular school day. If this class is in addition to their regular teaching assignment, they shall be compensated as defined in section 10.13. If the Zero Hour class is part of the teacher’s regular teaching assignment, no additional compensation shall be paid. No teacher shall be required by Administration to teach a Zero Hour class. If a teacher teaches Zero Hour prior to the regular start of the school day, the teacher shall not be assigned to work the final class period of the day. If a teacher teaches Zero Hour after the regular end of the school day, the teacher shall not be assigned to work the first class period of the day.

Note: All required days can be excused without penalty to the employee if approved by the Building Principal.

4.4 **Workday – Non-Certificated Staff**

Workdays for non-certificated classifications within this Agreement shall be defined below:

A. **Teacher Aides**

The workday shall consist of no more than seven and one-half (7 1/2) hours including a thirty (30) minute duty-free, non-paid lunch period.

B. **Custodians**

The workday shall be a shift of not more than eight and one-half (8 1/2) hours in length and shall include a thirty (30) minute duty-free, non-paid lunch period.

C. **Cooks**

The workday for head cooks shall be no more than eight (8) hours and shall include a thirty (30) minute duty-free, non-paid lunch period. Other cafeteria workers shall work schedules as assigned by their supervisor. The workday shall include a thirty (30) minute duty-free, non-paid lunch period. Cooks will be paid their regular per diem rate and be required to work on early dismissal professional days.

D. **Secretaries**

The work day will be eight and one-half (8 1/2) hours, which includes a thirty (30) minute duty-free non-paid lunch period. Secretaries will be asked to call substitute teachers and will be compensated at their hourly rate for a minimum of one (1) hour when they are asked to make such calls outside the normal work day.

E. **Part-time Employees**

Part-time employees shall be scheduled at the convenience of the District.

F. **Breaks**

In addition, custodians, cooks and secretaries shall be allowed two (2) fifteen (15) minute breaks daily as scheduled by the Administration; one (1) to be taken in the morning and one (1) in the afternoon.

G. **Workshop Attendance**

Non-certificated employees required by the Administration to attend workshop-committee meetings outside the regular work day of the employee shall be compensated at the employee's hourly rate of pay as per the salary schedule.

H. **Groundskeeper**

The workday of the groundskeeper shall be as provided in 4.20.

On days when school is closed due to an emergency and students are not present, the Superintendent will have the authority to modify the workday in whole or in part of any non-certificated staff member. If the modification of the work day results in a decrease of an employee's hours, any lost time shall be made up at a later time at the discretion of the Superintendent.

If a cook or a custodian reports to work at his/her regularly scheduled start time and prior to the Superintendent's decision to close school because of an emergency, the employee shall be paid a minimum of two (2) hours of his/her scheduled salary.

Custodians asked to work beyond the normal workday for grounds and maintenance, custodial duties, at co-curricular activities, and general custodial duties will be offered on a rotating basis by building, then on the District level. If no custodian wishes to volunteer for the extra work, the District will offer the work to a temporary or substitute custodian.

4.5 Preparation Period

All full-time High School and Junior High School teachers shall have a daily preparation period equal in length to the students' instruction period.

All full-time Elementary School teachers shall average one hundred fifty (150) minutes per work week of preparation time. The average shall be computed on the basis of one hundred seventy-six (176) work days per year.

Teachers who are assigned duties in both the Elementary School and the Junior-Senior High School buildings shall have a daily preparation period equal in length to the students' instruction period or an average of one hundred fifty (150) minutes per work week, whichever is less.

4.6 Preparation Period – Special Teachers

All full-time teachers of art, physical education, speech therapy, Title I, music, band and all special education teachers employed by the District shall have their preparation periods as computed in 4.5.

4.7 Payment of Preparation Periods

- A. Should the Administration require a teacher to surrender his/her preparation period to teach or supervise another teacher's course, he/she shall be compensated at a rate of \$20/clock hour.
- B. The teacher who surrenders the time shall be responsible for completing the appropriate portions of a request for reimbursement form in the Principal's office within three (3) school work days.

4.8 **Vacancies**

A. **Voluntary Transfer**

Any employee may apply for a vacant position in the District. Such application shall be in writing and given to the Superintendent. The Board of Education and Administration shall consider such applications, but shall not be restricted in its hiring practices when filling such vacancies.

B. **Vacancy Notices**

When a vacancy arises during the regular school year, the Superintendent or designee shall post such vacancy notices in all teachers' lounges. During the summer months when school is not in session the Superintendent shall send by mail to the last known address of the Association President written notice of all teaching, administrative, and non-certificated vacancies that occur during the summer months provided the Association provides the necessary self-addressed, stamped envelopes.

As a courtesy to an individual employee, the Board shall mail individual vacancy notices to the employee's home address during the summer months when school is not in session provided the employee provides ten (10) self-addressed, stamped envelopes. If more than ten (10) vacancy notices are needed, the Board shall be responsible for the additional mailings. If less than ten (10) vacancy notices are sent during the summer months, the Board shall return the self-addressed envelopes to the employee.

It is noted that the mailing of the individual vacancy notice is provided by the Board as a courtesy. The Board's failure to send individual vacancy notices shall not result in an employee's automatic right to claim a vacant position.

Prior to a public announcement, the Administration shall notify all applicants of the District by mail or e-mail or telephone call or by private meeting the Administration's decision to recommend or to not recommend the applicant to the Board of Education for a vacant position.

4.9 **Part-Time/Traveling Teachers**

- A. The hours and assignments of each part-time teacher's annual contract shall be clearly stipulated in the contract provided to that teacher, but in no instances shall the privileges and benefits outlined in Section 1.2 be abridged.
- B. Part-time teachers shall be allowed to leave the school building upon completion of their last teaching assignment of the day.

4.10 **Lunch Break – Non-Certificated Staff**

All employees are responsible for keeping an accurate record of hours worked. Each employee is expected to take a duty-free thirty (30) minute lunch break as scheduled by the Administration (lunch breaks will be scheduled during the middle of an employee's work day), without interruption, at the convenience of his/her routine, and which shall not be considered as part of the employed time.

4.11 **Administering Medication**

Bargaining unit members other than the nurse shall not be required to administer medication to pupils. Pupils shall be referred to proper designated personnel for this function.

4.12 **Vacations – Non-Certificated Staff**

- A. Vacation leave shall be as follows for full-time, twelve (12) month employees of the District.
- B. Vacations will be scheduled with the immediate supervisor. Employees shall be entitled to ten (10) days of summer vacation during each fiscal year (July 1-June 30). Vacation days shall not accumulate from one (1) fiscal year to the next. Summer vacation days shall not be taken after August 15 or before June 1. Request for vacation must be made in writing to the immediate supervisor. Such vacation is to be taken at the convenience of the employer.
- C. In addition to the ten (10) days of summer vacation, non-certificated employees will be provided an additional five (5) days of vacation time during either the Easter or Christmas period.
- D. Full-time secretaries shall have paid vacation during the days that school is not in session during Christmas break and Spring break. Full-time cooks shall be paid five (5) vacation days during the Christmas break. Full-time Teaching Aides shall be paid a total of two (2) vacation days during the Christmas break.
- E. A non-certificated employee shall request in writing when he/she wishes to take his/her scheduled vacation. Such request shall be made at least two (2) weeks prior to the intended use. The Superintendent shall respond to the employee's request within seven (7) calendar days of the employee's request.

4.13 **Holidays – Non-Certificated Staff**

The following days shall be paid holidays for all non-certificated staff if the day falls in their normal work year. If the holiday is not observed by the school district (school is in session), these employees shall receive double time for that day of work. If the employee takes a sick or personal day on the holiday that is not observed (school is in session), that

employee shall receive one (1) day's rate of pay and a sick or personal day will be deducted.

Labor Day	Martin Luther King Jr.'s Birthday
Columbus Day	President's Day
Veteran's Day	Casimir Pulaski's Birthday
Thanksgiving Day	Great Friday
Friday After Thanksgiving	Memorial Day
Christmas Day	July 4th
New Year's Day	

When any of the above holidays falls on a Saturday, the preceding Friday will be the holiday, if it falls on a Sunday the following Monday shall be granted as a holiday providing that school is not in session.

Whenever any non-certificated employee custodian is directed to work on an observed holiday (school is not in session), he/she shall receive the holiday pay in addition to time and one-half for that day.

4.14 **Resignation – Non-Certificated Staff**

- A. An employee who is resigning from his/her position shall give the normal two (2) weeks' notice.
- B. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
- C. If the full two (2) weeks' notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

4.15 **Call Time – Non-Certificated Staff**

Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours at the appropriate rate.

4.16 **Notification of Assignments**

All regularly employed employees shall be given written notice of their tentative assignments for the forthcoming year not later than ninety (90) days preceding the first day of the new school term. In the event changes in such assignments are proposed, the employees affected shall be notified promptly and consulted. In the event changes in the employee's assignments are made, the employee shall be notified and the employee shall be allowed to resign if such change is not acceptable to him.

A. Notification of Extended Assignments – Secretaries

Twenty (20) work days prior to the last day of student attendance, secretaries shall be notified by the Superintendent or designee of the number of extra days of work offered during the summer months beyond the employee's normal work year when school is not in session. Full-time secretaries' normal work year shall begin two (2) weeks prior to the start of the school year and end two (2) weeks after the end of the school year. Secretaries shall notify the Superintendent or designee within seven (7) working days of acceptance or rejection. If appropriate, secretaries shall receive all benefits, including vacation, which are due in accordance with this Contract because of extended assignment.

B. Notification of Extended Assignments – Nurse or Secretary

A full-time nurse or secretary's normal work year may include up to an additional fifteen (15) work hours paid at the appropriate rate, if requested by the Administration.

4.17 Labor Management Meetings

The Superintendent or his/her designee shall, if the need arises, meet with the Association President and/or representative at mutually agreeable times during the contract year to discuss the operation of this Agreement. Items to be discussed shall be indicated by the moving party.

4.18 Dual Credit

No class(es) will be taught to students of the Heyworth CUSD #4 by Heartland Community College during the regular school day in a Heyworth school building if the teaching of the class(es) result in a reduction of salary of a bargaining unit member. Exceptions may be made to this contractual item with mutual agreement of the parties.

4.19 Probation for Support Staff

A newly-hired employee who has not previously been in the service of the District in that position shall be considered to be a probationary employee for the first year of his/her employment and may be discharged at any time without notice, compensation or assigning any reason whatsoever.

The probationary employee's hourly salary shall be eighty-five percent (85%) of the Step One salary in his/her respective category.

An employee whose job assignment changes by voluntary or involuntary transfer shall be placed on the same step on the salary schedule in the new category of position.

4.20 **Groundskeeper**

The Board may employ a full-time flexible-hour groundskeeper, whose duties shall primarily be performed between March 1 and November 30 of the calendar year. The groundskeeper's work hours and work days, including any days Sunday through Saturday, shall be determined by the Superintendent or the Superintendent's designee. In the event the groundskeeper works more than forty (40) hours in a workweek, he or she shall be entitled to overtime pay in accordance with Section 4.2.

If the groundskeeper is requested by the Administration to perform custodial duties on a temporary basis, the groundskeeper shall make the appropriate designation on his or her time card/time sheet, and shall be paid at the custodial rate of pay for the time worked on custodial duties.

4.21 **Criminal Background Checks**

All certificated and non-certificated employees shall authorize a fingerprint based criminal history records check, a Statewide Sex Offender Database check, and a Statewide Child Murderer and Violent Offender Against Youth Database check as defined by 105 ILCS 5/10-21.9 if so requested by the Board. All costs for these systems and database checks shall be paid by the Board. The information received from the records check will only be given to and accessed by the Superintendent.

4.22 **Administrative Coverage**

If the Building Principal is off building grounds for a period in excess of three (3) hours, the Superintendent shall assign an individual with an administrative endorsement as Acting Principal. Upon acceptance, a substitute teacher will be hired to cover the classes of the Acting Principal. The duties of the Acting Principal shall be limited to:

- A. Carrying out emergency procedures
- B. Immediate student disciplinary matters
- C. Immediate concerns from parents
- D. Other duties assigned by the Superintendent

ARTICLE V NEGOTIATING PROCEDURES

5.1 **Negotiation Teams**

Neither party in any negotiations shall have any control over the selection of negotiating team members of the other party.

5.2 **Tentative Agreements**

When the negotiating teams reach agreement, it will be reduced to writing and submitted to the Association for ratification within a reasonable time. Once the Contract is approved by the Association, it will then be presented in a timely manner at a Board meeting for ratification.

5.3 **Written Contract**

There shall be two (2) signed copies of any final agreement. One copy shall be retained by the Employer and one by the Association. The District shall provide a tentative draft of the new contract to the Association within twenty (20) workdays from the date of ratification by both parties. The Association will provide feedback within fifteen (15) workdays, and the final copy of the contract shall be made available to the Association President within sixty (60) days from the date of ratification.

5.4 **Time for Bargaining**

Negotiations regarding a successor agreement shall begin with mutual consent of the parties but no later than sixty (60) days after the Association files a demand to bargain agreement.

5.5 **Meetings**

Bargaining sessions shall be closed to the public. Dates and lengths of meetings shall be determined by mutual agreement of the parties. The parties may mutually agree to extend a meeting; however, either party may adjourn a session.

5.6 **Mediation**

If an agreement is not reached within forty-five (45) days of the start of the next school year, either party may declare in writing to the other that an impasse exists, and request the services of a mediator. The Federal Mediation and Conciliation Service (FMCS) shall be used for mediation purposes. However, if the services of FMCS are not available, the Illinois Educational Labor Relations Board shall be contacted for assistance in selecting a mediator.

ARTICLE VI DISTRICT LENGTH OF SERVICE AND SENIORITY

6.1 **Certificated Teaching Staff**

A. **Honorable Dismissal**

The Board reserves the right to reduce the number of staff members when, in its judgment, the best interest of the District shall be served by such action. The

Board shall honorably dismiss those employees in the order required by Section 24-12 of the Illinois School Code.

B. Continuing Service

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

1. Continuous service shall begin from the first day the teacher is paid for his/her duties.
2. Teachers who begin employment during the first semester of the school year shall be credited with a full year's service. Teachers who begin employment during the second semester of the school year shall be credited with one-half (1/2) years' service.
3. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service in the District. However, approved unpaid leaves of absence of ninety (90) consecutive school days or more shall not be counted in determining District service.
4. If the teacher resigns and is subsequently re-employed in the District, consecutive years of service shall occur upon his/her re-earning tenure in the District.

C. Tie Breaker

If the District service is equal between two (2) or more teachers as determined above, the following criteria shall be used in determining which teacher(s) shall be honorably dismissed by the Board, if necessary pursuant to Section 24-12 of the Illinois School Code.

1. Service shall be determined by the total number of years of teaching service to the District regardless of whether or not the service is continuous. In determining total years of service to the District, factors concerning leaves of absence, less than full-time employment, and resignation shall be determined as in the case above.
2. If the total years of service to the District as determined above is equal, then service shall be determined by the teacher's approved position on the salary schedule. The teacher with the highest salary (approved horizontal position) shall have the most District service.
3. If the total years of service to the District, and the approved horizontal position on the salary schedule are equal, District service shall be determined by a random lot selection conducted by the Board.

6.2 Non-Certificated Staff

A. Seniority – Support or Non-Certificated Staff

For non-certificated staff, seniority is the length of an employee's service starting with the date of the employee's first day he/she is paid for his/her employment. In order for the non-certificated employee to claim seniority rights he/she must be placed by the District on a non-probationary status.

1. Seniority is lost upon the following:
 - a. Resignation
 - b. Dismissal for cause
 - c. Retirement
2. Seniority is retained but shall not accrue during the following:
 - a. Unpaid leave of absence
 - b. Unpaid sick leave
 - c. Layoff beyond one (1) calendar year.
3. Seniority continues to accrue during the following:
 - a. Paid leave of absence
 - b. Temporary disability under IMRF

B. Computation of Seniority

1. Employees who begin employment during the first semester of the school year shall be credited with a full year's seniority. Employees who begin employment during the second semester of the school year shall be credited with one-half (1/2) year's seniority.
2. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service in the District; however, approved unpaid leaves of absence of ninety (90) consecutive work days or more shall not be counted in determining seniority.
3. If an employee resigns and is subsequently re-employed in the District, consecutive years of continuous service shall accrue upon his/her earning non-probationary status.

C. Tie Breaker – Support Staff

If two (2) or more non-certificated staff have equal seniority as determined above, the Employer shall conduct a random lot selection.

D. Notification of Honorable Dismissal of Support Staff

The District shall reduce the number of support staff according to the categories listed in this Agreement with the least senior in the category honorably dismissed first.

6.3 Seniority List and Recall Rights

A Seniority Lists – All Staff

Not later than each February 1, the Board shall publish a seniority list for each of the job categories. Employees shall be responsible for updating the certificates and notifying the Superintendent of any additional certificates the employee has earned. It shall be the responsibility of the employee to show proof (I.S.B.E. endorsement) of additional certificates earned by March 1, annually. After March 1, annually, the seniority list shall be deemed accurate and no additional changes shall be made.

Seniority lists for non-certificated staff shall be published for the following categories:

1. Custodians
2. Instructional Aides (who do possess a teaching certificate)
3. Non-Instructional Aides (who do not possess a teaching certificate)
4. Secretaries
5. Head Cooks
6. Cooks
7. Non-Certificated Nurse
8. Groundskeeper

An employee who changes categories shall retain any previously accrued seniority in his/her job category and will not carry over any previously accrued seniority to the new category. Employees shall accrue seniority in the category in which he/she is currently employed.

For certificated staff, the annual Sequence of Honorable Dismissal List shall be published no later than seventy-five (75) days prior to the end of the school term, consistent with the requirements of Section 24-12 of the Illinois School Code

B. Recall Rights

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

Provided the employee is offered a position of equal or higher salary, failure of the employee to respond within ten (10) calendar days after the receipt of the Board's letter of recall sent by certified mail to the employee's address on file with the Board recalling such employee will result in termination of the employee's right to any future position in the District. It shall be the responsibility of the employee to inform the Superintendent of any change in home address.

If the employee is offered a position in which the salary is less than his/her current salary:

1. Employees may waive recall to positions without losing their recall rights.
2. Employees will be considered in filling substitute positions, leaves of absence, or temporary positions during their recall period.

C Reduction In Force Benefits

The employer shall:

1. Notify IMRF and TRS of the employees' accumulated sick leave.
2. Notify employee of COBRA rights.
3. Pay each employee wages due within three (3) days of their last working day.
4. Not contest the employee's claim for job insurance benefits.
5. Continue to pay contractual insurance benefits through August of the school year in which layoff occurred.
6. Provide one (1) day with pay to employees to seek employment if the employee has used their personal leave day as of the date of this Agreement. Verification of the use of the day will be required by the Administration.
7. Provide copying of employee's resumes free of charge.
8. Notify the employee of his or her right of recall as stated in 6.3.B.
9. Notify the Association of the position(s) being considered for a RIF at least five (5) days prior to the Board meeting at which the potential RIF will be made.

ARTICLE VII EVALUATION

7.1 Frequency

A. Certificated Employees

Non-tenured teachers shall be evaluated at least twice in each school year. Tenured teachers shall be evaluated at least once every two (2) years.

B. Non-Certificated Employees

Probationary non-certificated employees shall be evaluated at least twice each year. Probationary non-certificated employees shall be evaluated prior to being taken off probation. Non-probationary non-certificated employees shall be evaluated at least once each year.

7.2 Orientation of Employees

The supervisor shall acquaint each employee with the evaluation procedures and evaluation form to be used. No formal evaluations may take place until such orientation has been completed and the employee has been provided a form or his/her signature stating such.

7.3 Evaluation Instrument

A. Certificated Employees

The Administration shall evaluate each teacher in writing using an evaluation instrument designed by the Administration with the cooperation of the Association, and shall provide a copy of said evaluation to each teacher. Each formal evaluation shall include an in-class observation of the teacher's performance. The Administration and Association may jointly agree to meet as a sub-committee from time to time to revise the evaluation document and process. Any revisions proposed by this sub-committee must be agreed upon and approved by the membership of the Association and the Board.

B. Non-Certificated Employees

The Administration shall seek advisory input from the Association concerning the development of evaluation instrument and job descriptions for non-certificated employees. Such input shall be advisory and the Board retains the final decision concerning the content of job descriptions and evaluation instruments.

7.4 Evaluation Conference

The evaluator shall have a post conference with the teacher within twenty (20) working days following the in-class observation of the teacher.

The evaluator shall have a post-conference with the non-certificated employee within twenty (20) working days of providing him/her with a copy of the evaluation. The employee shall have the right to submit a written explanation or other written statements regarding any evaluation for inclusion in his/her personnel file.

7.5 Evaluation Procedures - Certificated Staff

In all instances evaluation procedures for certificated staff shall be conducted in conformance with the District Evaluation Plan jointly developed by the Association and the Administration.

7.6 Right of Management to Evaluate

Nothing contained herein shall limit the right of the Administration to evaluate an employee's performance of assigned duties during the regular work day. Agreeing to the procedures delineated above does not limit the right of management to utilize informal observations, insubordination, or other evaluative criteria for considering competency of any employee.

7.7 Grievability

Any grievance filed relative to this article shall be limited to violations of the specific procedures as outlined above. All other aspects of evaluation, including but not limited to criteria, instruments, or personalities shall not be grievable.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

8.1 Definitions

A. Definition

A grievance is a claim by the Association, an employee, or group of employees that there has been an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

B. Time Limits

All time limits shall consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays.

C. Informal Adjustments

Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided an adjustment is not inconsistent with the terms of the Agreement.

8.2 No Reprisals

No reprisals shall be taken by the Board or the Administration against an employee because of participation in a grievance. All records related to a grievance shall be filed separately from the personnel files of the employee.

8.3 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

Step 1

The grievant or Association shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall provide a written answer to the grievance of the aggrieved employee within ten (10) days after the receipt of the grievance.

Step 2

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

Step 3

If the Association is not satisfied with the disposition of the grievance at Step 2 or ten (10) days pass without the issuance of the Superintendent's decision, the Association may submit the grievance to final and binding arbitration. The Federal Mediation and Conciliation Service will be requested to provide a list of possible arbitrators. If a demand for arbitration is not filed within thirty (30) days of the date for the Step 2 decision, then the grievance shall be deemed withdrawn.

A. Costs of Arbitration

The fees and expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one (1) party requests a transcript, that party shall bear the costs of the transcript. If both parties request a copy of the transcript, the cost of the transcripts shall be equally divided by the parties. If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement. If both parties request postponement they shall share equally any per diem costs, if any, assessed by the arbitrator.

B. Final Decision

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's decision shall be based on the interpretation or application of the express relevant language of the Agreement. The arbitrator shall be empowered, however, to include financial awards, excluding punitive damages for items contained in this Agreement.

8.4 Association Participation

The Board acknowledges the right of a representative to be in any step of the formal Grievance Procedure. No employee shall be required to discuss any grievance if the Association representative is not present, if one is requested.

8.5 Failure to Act

Failure of an employee or the Association to act on any grievance within the prescribed time limits will bar any further appeal. Also, if the Board or its designee or Superintendent or Principal or supervisor fails to respond to a grievance within the prescribed time limit, the grievance will proceed to the next step.

8.6 Bypass to Arbitration

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

8.7 Released Time

Any investigation or other handling or processing of any grievance by the grievant or the Association shall be conducted so as to result in no interference with, or interruption whatsoever of, the instruction program or the related work activities of the grievant or of the District's employee. However, if during arbitration proceedings the arbitrator requires the grievant present during the regular work day, the grievant shall be released without loss of pay or benefits.

8.8 Election of Remedies

If the Association or any employee files any claim or complaint in any forum other than under the Grievance Procedure of this Agreement, then the Board shall not be required to process the said claim or set of facts through the Grievance Procedure.

8.9 Grievance Withdrawal

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

8.10 Class Grievance

Class grievances involving one (1) or more employees or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2 of the Grievance Procedure.

8.11 Contract Expiration

A grievance arising under this Contract may be processed through the Grievance Procedure until resolution even after expiration of the Agreement. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new Agreement shall not be processed if the remedy sought would have an impact on negotiations in progress. Any grievance which arose prior to the effective date of this Agreement shall not be processed.

**ARTICLE IX
LEAVES OF ABSENCE**

9.1 Sick Leave

A. Allotment

Each full-time employee shall be credited yearly with sick leave days as follows:

Zero (0) to five (5) years of service in the District:	11 days
Six (6) to twelve (12) years of service in the District:	13 days
Thirteen (13) to eighteen (18) years of service in the District:	15 days
Nineteen (19) to Twenty-four (24) years of service in the District:	17 days
Twenty-five (25) and beyond years of service in the District:	20 days

B. Increments

Sick leave may be used in one-half (1/2) day increments, provided the following guidelines are observed.

1. For certificated staff, the leave is taken after the last class period prior to lunch, or the teacher notifies the administrator of his/her desire to return to teach beginning with the first class following lunch.
2. For non-certificated employees, the employee must be present on the job site and work for at least one-half (1/2) the regular work day excluding the lunch break.

C. Definition

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family or household or birth, adoption, or placement for adoption, as the same may be provided and limited in Section 24-6 of the School Code.

D. Immediate Family

For purpose of sick leave, “immediate family” shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-children and legal guardians.

E. Physician’s Certificate

After an absence of three (3) days for personal illness, the employee may be required to furnish a physician’s certificate of treatment.

Excessive absenteeism or a recurring pattern of absenteeism may be reviewed by the Superintendent and/or his designee. Any employee suspected of recurrent abuse of sick leave may at any time be requested by the Superintendent to furnish a physician’s statement.

F. Notification

When an employee is absent due to illness, he must notify the employer immediately. Failure to do so may result in denial of sick leave pay.

G. Accumulation

Unused sick leave shall accumulate without limit.

9.2 Bereavement Leave

Up to two (2) days per year may be used for the death of an employee’s immediate family as defined in 9.1.D, in addition to aunts and uncles. These days will not be deducted from the employee’s accumulated sick leave, nor will they carry over from year to year.

9.3 **Appointment Leaves – Certificated Staff**

When a dental or physician's appointment cannot be secured after school hours, teachers may leave the building after their classroom and other assigned duties have ended, subject to the following:

- A. The Building Principal must be notified at least twenty-four (24) hours in advance. In cases of an emergency, the principal may waive this restriction.
- B. The Building Principal must approve the request.

For the purposes of this provision, no deduction of sick leave or personal leave will occur.

9.4 **Personal Leave**

All full-time employees shall have two (2) personal leave days if the following conditions are met:

A. **Notification**

At least forty-eight (48) hours prior written notice must be given the Building Principal. The employee need not give reasons for such use, but it is understood that personal leave can be used only for personal business that cannot be completed beyond the regular work day. If the Board determines that such abuse takes place, the Board may dock a teacher 1/180th of his/her salary for each day of abuse or one (1) day's pay for non-certificated employees.

B. **Limitation on Usage**

Personal leave cannot be used during the first five (5) days and the last five (5) days of school without permission of the Superintendent. However, the approval or denial of such requests shall be at the Superintendent's sole and exclusive discretion and shall not be subject to the Grievance Procedure.

C. **Increments**

Personal leave cannot be used in increments of less than one-half (1/2) day at a time.

D. **Usage Before and After Vacation or Holiday**

No more than three (3) employees at the Pre-K through 6th grade building and two (2) employees in the Junior/Senior High School may use personal leave either the day before or after a vacation period or holiday.

E. **Accumulation**

Unused personal leave days will accumulate and carry over to the following year. At no time will an employee have more than three (3) personal days. Unused personal leave days in excess of three (3) days will be rolled over into sick leave. Unused personal leave days as of June 30th of each year shall accumulate as sick leave.

If an employee desires to have all three (3) banked days rolled over to sick leave, he/she will provide written notice of such to the District prior to the last day of school.

F. **Notification of Approval or Denial**

The employee shall be notified in writing of the approval or denial of the request at least twenty-four (24) hours before leave.

9.5 **Parental Leave**

Any District employee is eligible for parental leave, subject to the following conditions:

A. **Uncompensated Leave**

After the exhaustion of any paid leave as provided for by Section 24-6 of the School Code, parental leave shall be uncompensated.

B. **Duration and Application**

Any leave related to parental leave shall be for a fixed period of time and is subject to the approval of the Superintendent. Written application for leave shall be made to the Superintendent no later than sixty (60) days prior to the date the leave is to commence. The application shall state the anticipated beginning and ending dates of the leave, and the type or combination (sick and/or unpaid) leave(s) desired. No unpaid leave, sick leave, or combination thereof related to pregnancy shall exceed one (1) calendar year.

C. **Termination Date**

To ensure minimal disruption of the educational process, the termination of all leaves without pay, or all leaves without pay combined with sick leave, shall coincide with the close of commencement of established grading periods. Subject to the approval of the Superintendent, the termination date of all leaves without pay, or all leaves without pay combined with sick leave, may fall at a time other than the close or commencement of the established grading period. Where possible, any parental-related leave will commence at the close of a grading period.

D. Notification of Intent to Return

No later than seventy-five (75) days prior to termination of parental leave, the employee shall submit to the Superintendent written notice of their intent to return to a similar teaching position for certificated staff and a similar position for non-certificated staff, except that when a leave is scheduled to terminate at the end of the school year or the beginning of the succeeding one, written notice shall be given the Superintendent by March 1 of the current or preceding year. Failure to do so will result in the employee waiving their right to future employment in the District.

E. Board Approval

A tenured teacher or a non-probationary non-certificated employee requesting unpaid leave or combined unpaid/sick leave due to parental leave shall be subject to final approval by the Board of Education.

F. Disability

Pregnant employees are subject to the following:

1. Disability caused or contributed to by pregnancy, childbirth, or related medical conditions shall be considered as any other medical disability and the employee may use sick leave to the extent that it has accumulated.
2. Excessive employee sick leave may indicate an extended disability. Under such circumstances, a physician mutually agreed upon by the Superintendent and the employee shall conduct an examination to determine the ability of the employee to continue working. The physical examination shall be made at the District's expense.

9.6 Professional Leave – Certificated Staff

A. Allotment

Each teacher may have two (2) professional leave days per year if approved by the Superintendent:

1. To attend a conference, workshop or seminar related to the teacher's field.
2. To visit other schools, view other instructional techniques or programs, view new classroom or teaching related equipment, or to observe exemplary programs related to the teacher's field.

B. Advance Request

Requests for a professional leave day shall be submitted in writing to the Superintendent at least five (5) working days prior to the requested leave. The Superintendent retains the final authority to accept or reject any or all use of professional leave days. The employee shall be notified in writing of the approval or denial of the request at least twenty-four (24) hours before the leave.

C. Limitation on Usage

No more than two (2) employees may use professional leave on the same day. However, the Superintendent may waive this restriction.

D. Reimbursement

If the Superintendent approves such leaves, the District shall reimburse the teacher the cost of registration fees, up to \$50.00 per day for meals, and the mileage rate as per 10.9 of this Agreement. If the conference necessitates an overnight stay, the Superintendent may approve motel fees. The District retains the prerogative to determine the number of vehicles to be used for professional leave. Prior to the reimbursement for expenses, the teacher will be required to furnish receipts.

9.7 Unpaid Leave

Leaves of absence without pay may be granted to tenured teachers or non-probationary non-certificated employees who have rendered satisfactory service to the District. Any employee granted such leave shall be returned to employment in a similar capacity at the termination of such leave provided the employee follows item 9.7.D.

A. Advance Request

Written requests for leaves of absence without pay should be made at least ninety (90) days before the leave is desired, subject to approval by the Board.

B. Departure and Return Dates

Dates of departure and return must be acceptable to the Administration and determined prior to initiating the request.

C. Leaves of Limited Duration

Leave of less than two (2) calendar weeks, if acceptable and approved by the Superintendent, will not require Board approval, nor ninety (90) days advance notice. The Superintendent may approve such requests but the Superintendent's rejection or approval of such leave requests shall be at the Superintendent's sole and exclusive discretion and shall not be subject to the Grievance Procedure.

D. Notification of Intent to Return

The employee shall inform the Superintendent of his/her intent to return to a similar position the following school year not later than February 1. If the employee fails to inform the Superintendent prior to February 1, the employee waives his/her right to future employment in the District.

E. Non-Impairment of Status

Tenured or non-probationary status shall not be impaired by virtue of an unpaid leave.

F. Restriction on Experience Credit

Employees taking an unpaid leave of ninety (90) days or more shall not receive experience credit for the year they are on leave.

G. Medical Insurance

During the unpaid leave, the employee may purchase hospitalization and major medical insurance at the District group rate. The employee shall be responsible for the full amount of each monthly premium. Said payments shall be made fifteen (15) days prior to the District's premium due day to the Unit District Secretary.

9.8 Association Leave

A. Leave Provided

In the event that the Association desires to send representatives to regional, state, or national conferences, or desires release time for other business pertinent to the Association, Association Leave shall be granted in accordance with the following:

1. The Association shall notify the Superintendent in writing at least five (5) days prior to the intended leave day(s). Such request shall state the specific reason for the requested leave, name of the employee(s), and day or days of the leave.
2. The Association shall prepay the employer the current substitute salary at the time of notification.
3. The number of leave days shall be five (5) per school year. No more than two (2) employees may use Association leave on the same day.

B. Request for Additional Leave

If an Association/District problem exists which needs immediate attention, the Association President may request released time at no cost to the Association, provided that the problem cannot be dealt with before school, after school, or during the President's other released time. This request may be approved or denied at the sole discretion of the Superintendent.

9.9 Jury Duty and Subpoena Leave

The Board shall pay regular salary to employees called for jury duty or who are subpoenaed by a court of competent jurisdiction as a third party witness, but shall deduct any compensation received for such duty with the exception of compensation received for travel allowance.

**ARTICLE X
SALARY AND COMPENSATION**

10.1 Salary

The salary schedule shall be set forth in Appendix A, which is attached to and incorporated in this Agreement. The schedule for teachers shall have each step rounded up or down as needed.

10.2 Supplemental Pay

The supplemental pay schedule shall be set forth in Appendix B, which is attached to and incorporated in this Agreement.

10.3 Health Insurance

For all school years of this Contract, the Board shall pay Five Hundred and 00/100 Dollars (\$500.00) per month toward each employee's individual (single) health and medical insurance premium for all employees that access in and participate in the Board's health and medical insurance plan. In the event of a health insurance premium increase during the term of this Agreement and after the first year of this Agreement, the Board will share on a 50/50 basis with the employee each such increase, and this shared increase shall be based upon the increase in the plan offered by the group insurance policy.

An insurance committee made up of an equal number of Association and Board-appointed members will participate in the decision-making process for insurance programs. Minutes will be taken at all meetings of the insurance committee. A copy of those minutes and the recommendations of the insurance committee shall be provided by the Superintendent to the Board for their consideration prior to any decision to continue and/or change any portion of current insurance benefits.

10.4 **Homebound Instruction**

If the Administration requires a teacher to tutor a student at the student's home, the Board shall reimburse the teacher \$20/clock hour. The District shall pay the IRS rate per mile, as per 10.8 of this Agreement, for the personal use of the teacher's automobile. The \$20/clock hour shall not be included in the traveling time.

10.5 **Pay Dates – All Employees**

Employees shall receive their supplemental (if applicable) and annual wage paychecks on the 5th and 20th days of each month unless they fall on a day when school is not in session. In such cases, the paychecks shall be given to the employees on the last work day prior to the fifth and twentieth.

All employees will have the option to receive their paychecks through electronic direct deposit. If an employee does not choose to use electronic direct deposit, they must make alternate provisions with the Superintendent's office.

A. Payments and Withholdings

All annual payments and supplementary pay percentages and withholdings shall be calculated and presented for verification to employees prior to initiation of the first check, and they will then be signed and returned within two (2) school days of receipt. Paychecks will be consistent September through May, and June through August for annual wages. All teacher paid TRS for annual wages will be calculated and withheld September through May. All other pay will be considered extra pay covered under item B below.

B. Extra Pay

Any extra pay for coaching (not represented by percentiles in Appendix B), game supervision, hourly pay, etc., will be paid following the completion of the activity. The teacher will submit a pay request to the principal by the fifth day of the month following the completion of the activity in which work was done and will be paid on the twentieth payroll. All appropriate withholdings will be reflected.

C. Expense Reimbursements

Payment for reimbursements such as conferences, mileage, etc., will be paid by vendor check with no withholdings. Pay requests may be submitted by the first day of the month for reimbursement by the end of the month. This is the same pay schedule as other bills.

D. Non-Certificated Employees

For all non-certificated staff, the district shall compute each employee's yearly salary and distribute that salary in as equal as possible twenty-four (24) payments.

Exceptions to the computed salary amount shall be submitted to the payroll clerk by the employee and distributed to the employee in the employee's next scheduled paycheck. For example, if an employee works eight (8) hours of overtime on May 19th, he/she shall receive an adjusted payroll check on June 5th.

10.6 Professional Growth

Teachers who earn credit in graduate courses or other courses as approved by the Superintendent may be advanced horizontally on the salary schedule provided the following requirements have been met:

A. Advance Request

The teacher shall present a request for course subject approval to the Superintendent in advance; however, in situations where a teacher is required to teach a new course or in a new area without prior notice, the "in advance" criterion will be waived, providing the unapproved course is determined pertinent by the Superintendent to the new class or subject area.

B. Criteria for Approval

The Superintendent may accept or reject a course for any or all of the following reasons:

1. Its pertinence to the area of education
2. Its relevance to subject(s) taught

C. Notification of Rejection

When a request for course subject approval is submitted to the Superintendent, said request shall be granted or rejected within ten (10) days of its submission. If the request is rejected, the Superintendent shall notify the teacher in writing of the reasons for the rejection.

D. Appeal of Rejection

The acceptance or rejection of a course shall not be subject to the Grievance Procedure. However, if a course is rejected by the Superintendent, that rejection may be appealed to a committee consisting of one (1) administrator, two (2) Board members selected by the Board of Education, and two (2) Association members within ten (10) days of the date the rejection is received. Failure to appeal within ten (10) days shall bar any further appeal.

E. Conditions

Once advance approval for the course is given and the course is completed, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement:

1. All hours must be earned at an accredited institution of higher learning.
2. Satisfactory completion of a course must be demonstrated by either a grade card or other writing bearing the course instructor's signature submitted to the Superintendent by September 1. An official transcript from the institution demonstrating successful completion must be on file in the District's Administrative Office as soon as it becomes available.

F. Salary Schedule Advancement

Teachers shall be advanced at the appropriate earned step on the salary schedule only at the beginning of the academic year.

G. Superintendent Approval

Courses included in a Superintendent-approved master's degree program will be accepted for advancement on the salary schedule. The Superintendent may accept or reject a program based on the criteria set forth in 10.6.B.

10.7 Tuition Waivers

Teachers who perform duties for which tuition waivers are granted, shall have the first option to use those waivers for courses at a university.

If a teacher does not elect to use the waiver, it will be signed over to the local Association and distributed to another teacher per a procedure deemed appropriate by the Association.

10.8 Mileage Payment

Employees who are required by the Administration to use their own vehicles for school business shall be paid at the IRS rate established at January 1 of each year of the Agreement.

10.9 Payment for Graduate Hours

The Board will reimburse up to Sixty and 00/100 Dollars (\$60.00) per semester hour of approved graduate course work taken and completed, up to an aggregate total of Fifteen Thousand Dollars (\$15,000.00) per fiscal year (July 1 - June 30). Courses must have the Superintendent's approval (as per 10.6 of this Agreement) and teachers must earn a grade of "A" or "B" or "pass." The Board shall only pay up to thirty-two (32) semester hours of approved class work during the employment of a teacher in the Heyworth C.U.S.D. #4

unless the teacher submits a Master's Program plan to the Superintendent for approval. In the event of an approved Master's program, the teacher's limit of the number of semester hours of approved course work shall be forty (40) semester hours of approved class work during their employment in Heyworth C.U.S.D #4.

10.10 Retirement Bonus – Certificated Staff

A. Certificated Staff Eligibility

To be eligible for any of the following Plans, an employee must meet the following requirements:

1. Full-time teaching personnel who have at least twenty (20) years of full-time experience in the Heyworth C.U.S.D. #4 and will be at least sixty (60) years of age by the last day of service in the District; or
2. Full-time teaching personnel who have at least twenty (20) years of full-time experience in the Heyworth C.U.S.D. #4 and will be at least fifty-five (55) years of age with thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the District.

The District may require proof of eligibility.

B. Definitions

For purposes of this Article, TRS creditable compensation (earnings) includes (but is not limited to):

- Salary for regular contractual teaching duties
- Wages for substitute teaching
- Wages for homebound teaching or tutoring
- Earnings for extra duties performed that relate to teaching or supervision of students, and other assignments related to the academic program
- Earnings for summer school
- Bonuses
- Contributions to qualified plans eligible for tax-deferral under the Internal Revenue Code, Sections 401(a), 403(b), and 457(b)
- Contributions to flexible benefit plans
- Salary or back wage payments resulting from contract buy-outs, labor litigation, and settlement agreements

C. Plans

1. One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 stating that he/she shall retire at the end of the next school year, the employee will be removed from the salary schedule and for the final year of employment the employee's TRS creditable earnings shall be increased by five and one-half percent (5.5%) over the employee's TRS creditable earnings for the prior year of employment.

Example: The employee's prior year TRS creditable earnings were \$40,000.00. The employee's final year TRS creditable earnings will be \$42,200.00 (i.e., $\$40,000.00 \times 1.055 = \$42,200.00$).

2. Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 two (2) years prior to the year of retirement, the employee will be removed from the salary schedule and for the final two (2) years of employment the employee's TRS creditable earnings shall be increased by five and one-half percent (5.5%) over the employee's TRS creditable earnings for the prior years of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2015, stating he/she will retire on June 30, 2017. The employee's TRS creditable earnings for the 2014-2015 school year were \$40,000.00. The employee's TRS creditable earnings for the 2015-2016 school year will be \$42,200.00 (i.e., $\$40,000.00 \times 1.055 = \$42,200.00$). The employee's TRS creditable earnings for the 2016-2017 school year will be \$44,521.00 (i.e., $\$42,200 \times 1.055 = \$44,521.00$).

3. Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 three (3) years prior to the year of retirement, the employee will be removed from the salary schedule and for the first two (2) of the employee's final three (3) years of employment the employee's TRS creditable earnings shall be increased by five and one-half percent (5.5%) over the employee's TRS creditable earnings for the prior years of employment respectively, and for the final year of employment the employee's TRS creditable earnings shall be increased by six percent (6%) over the employee's TRS creditable earnings for the prior year of employment.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2015, stating he/she will retire on June 30, 2018. The employee's TRS creditable earnings for the 2014-2015 school year were \$40,000.00. The employee's TRS creditable earnings for the 2015-2016 school year will be \$42,200.00 (i.e., $\$40,000.00 \times 1.055 = \$42,200.00$). The employee's TRS creditable earnings for the 2016-2017 school year will be \$44,521.00 (i.e., $\$42,200 \times 1.055 = \$44,521.00$). The employee's TRS creditable earnings for the 2017-2018 school year will be \$47,192.00 (i.e., $\$44,542.00 \times 1.06 = \$47,192.00$).

D. **Miscellaneous**

1. Once an irrevocable letter of retirement is submitted, the employee will not be assigned any additional extra-duties or TRS reportable duties not currently being performed without the consent of the employee.
2. If, after submitting an irrevocable letter of retirement, the employee resigns from or is removed from duties for which the employee was compensated the previous year (i.e., Schedule 8, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2014-2015 school year were \$43,000.00, of which \$3,000.00 was compensation for coaching basketball in 2014-2015. Under the employee's retirement plan, he/she would be scheduled to receive \$45,365.00 TRS creditable earnings for the 2015-2016 school year (i.e., $\$43,000.00 \times 1.055 = \$45,365.00$). However, the employee resigns from his/her coaching position before the start of the 2015-2016 school year. The employee's TRS creditable earnings for the 2015-2016 school year will be \$42,200.00 (i.e., $\$40,000.00 \times 1.055 = \$42,200.00$) rather than \$45,365.00.

E. **TRS Earnings Limitation**

When a teacher is ten (10) or less years from eligibility for a TRS annuity, and regardless of the teacher's actual age, the teacher's nonexempt creditable TRS earnings from employment in the District, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining Agreement, shall not exceed the amount specified hereinafter:

No teacher's nonexempt creditable TRS earnings shall increase from one school year to the next by more than six percent (6%) or otherwise increase so as to

create liability on the part of the District for any portion of a teacher's retirement annuity, or result in any District paid penalty or fee to TRS.

If legislation is enacted and/or administrative rules are adopted during the life of this agreement that result in a greater cost to the District than the costs generated by this agreement, the provisions relating to such benefits shall be null and void.

10.11 Retirement Bonus – Non-Certificated Staff

A. IMRF Staff Eligibility

Full-time non-certificated employees who have at least fifteen (15) years' experience in the Heyworth C.U.S.D. #4 shall have their salary increased in one of the Plans as provided below.

In order for an employee to qualify for the retirement bonus, the following conditions must be met:

1. The employee must provide verification of the number of years of service acceptable to the Illinois Municipal Retirement Fund and any other reciprocal systems;
2. The one (1) time retirement bonus will be given in the employee's last pay check in each of the applicable years, as described below.
3. No more than three (3) non-certificated employees will be given the retirement bonus in any fiscal year.

The District will not be responsible for this retirement bonus if the District is responsible for any payment to the Illinois Municipal Retirement Fund.

B. Plans

1. One Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 stating that he/she shall retire at the end of the next school year, the employee will receive a bonus equal to five and one-half percent (5.5%) over the employee's non-overtime, non-extra duty wages for the prior year of employment.

Example: The employees prior year non-overtime, non-extra duty wages were \$40,000.00. The employee's bonus will be \$2,200.00 (i.e., \$40,000.00 x 0.055 = \$2,200.00)

2. Two Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 two (2) years prior to the year of retirement, the employee will receive a bonus equal to five and one-half percent (5.5%) over the employee's non-overtime, non-extra duty wages in each of the final two (2) years of employment.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2015, stating he/she will retire on June 30, 2017. The employee's non-overtime, non-extra duty wages for the 2014-2015 school year were \$40,000.00. The employee's bonus for the 2015-2016 and for the 2016-2017 school years will be \$2,200.00 each year (i.e., $\$40,000.00 \times 0.055 = \$2,200.00$). Any negotiated increase in non-overtime, non-extra duty wages will result in a bonus equal to the relevant percentage times the agreed upon wages for that year.

3. Three Year Plan

If an eligible employee gives the Board an irrevocable letter of retirement prior to February 1 three (3) years prior to the year of retirement, the employee will receive a bonus equal to five and one-half (1/2) percent (5.5%) over the employee's non-overtime, non-extra duty wages for the first two (2) of the employee's final three (3) years of employment, and six percent (6%) over the employee's non-overtime, non-extra duty wages for the final year of employment.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2015, stating he/she will retire on June 30, 2018. The employee's non-overtime, non-extra duty wages for the 2014-2015 school year were \$40,000.00. The employee's bonus for the 2015-2016 and for the 2016-2017 school years will be \$2,200.00 each year (i.e., $\$40,000.00 \times 0.055 = \$2,200.00$). The employee's bonus for the 2017-2018 school year will be \$2,400.00 (i.e., $\$40,000.00 \times 0.06 = \$2,400.00$). Any negotiated increase in non-overtime, non-extra duty wages will result in a bonus equal to the relevant percentage times the agreed upon wages for that year.

10.12 Teacher Mentor Program

If a formal teacher mentor program is maintained by the District, teachers who have completed a mentor training program can be selected to act as mentors and will be paid \$250.00 for each mentee to which they are assigned by the district.

10.13 Teaching an Additional Class Period

Teachers at the Junior and Senior High school may teach an additional class period beyond their regular work day. No teacher shall be required to teach an additional class period beyond their regular work day. If a teacher is teaching an additional class period beyond their regular work day, they shall be compensated at the rate of one sixth (1/6) of their salary schedule earnings as defined on Appendix A.

ARTICLE XI SUMMER SCHOOL INSTRUCTIONAL RESPONSIBILITIES

11.1 Posting

Any summer school positions or vacancies must be posted within the buildings of the District.

11.2 Applications

Applications of currently employed, qualified teachers shall be reviewed first for available summer school positions on the basis of qualifications as determined by and at the sole discretion of the Board.

11.3 Right of Refusal

Teachers may refuse any assignment for summer school employment for which they do not feel qualified.

11.4 Length of Day

The teaching day for summer school shall be three and one-half (3 ½) or four (4) hours in the classroom with students and one (1) hour preparation time to be used at the discretion of the teacher, unless otherwise specified by the Administration.

11.5 Compensation

Compensation shall be \$25/clock hour for each classroom teacher.

11.6 Responsibilities

Summer school responsibilities shall be limited to instructional responsibilities, and teachers shall not be asked to assume managerial and/or supervisory responsibilities.

ARTICLE XII
FAIR SHARE AGREEMENT

12.1 Fair Share Fee

Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including, local, state and national dues.

12.2 Deduction of Fee

In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

12.3 Remittance of Fees

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

12.4 Legal Action

In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- A. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- B. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

12.5 Indemnification

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

12.6 **Religious Objection**

The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bonafide religious tenet or teaching of a church or religious body of which such Employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XIII ROUTINE TASK REDUCTION PLAN

13.1 **Reduction Plan**

The Community Unit District #4 Board of Education and Heyworth United Education Association is cognizant of the value of protecting instructional time and reducing unnecessary routine tasks of the instructional staff. Efforts to meet this goal have been initiated and include the use of in-house computers for scheduling and grade reporting, use of a test scoring computer for classroom objective tests, restriction of class interruptions, and other efforts by staff and administrative personnel.

The staff and Administration shall continue to initiate means whereby routine tasks performed by certificated personnel may be reduced in the future. To this end, representatives from the Association will meet with the Administration as the need arises to discuss suggestions to reduce routine tasks or other interruptions which impact instructional time.

ARTICLE XIV EFFECT OF THE AGREEMENT

14.1 **No Strike**

During the terms of the Agreement, employees represented by the Association agree not to strike, or engage in or support or encourage any concerted refusal to render full and complete services in the School District or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools.

14.2 **Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

14.3 Savings Clause

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

14.4 Management Rights

The Board shall not be required to bargain over inherent managerial policy which shall include the following areas of discretion or policy.

- A. The Functions of the Board
- B. Standards of Service
- C. The Board’s Overall Budget
- D. Selection of New Employees
- E. Direction of All Employees

14.5 Duration

This Agreement shall be effective July 1, 2014 and shall remain in effect through June 30, 2017.

This agreement is signed this ____ day of _____, 2014.

**FOR THE HEYWORTH UNITED
EDUCATION ASSOCIATION IEA/NEA**

**BOR THE BOARD OF EDUCATION
HEYWORTH C.U.S.D. #4**

 Co-President
 Debbie Moore
 Heyworth United Education Assoc.- IEA/NEA

 President, Board of Education
 Thomas Jannusch
 Heyworth C.U.S.D. #4

 Co-President
 Stacey Warren
 Heyworth United Education Assoc. -IEA/NEA

 Secretary, Board of Education
 Heyworth C.U.S.D. #4

Co-President Elect
Brian Alexander
Heyworth United Education Assoc. -IEA/NEA

Co-President Elect
Mary Vandiver
Heyworth United Education Assoc.-IEA/NEA

**APPENDIX A
2014-2015
SALARY SCHEDULE**

Step	BS	B+8	B +16	B +24	BS+32 or MS	MS +8	MS+16	MS+24	MS+32
1	37,023	38,838	40,651	42,466	44,280	46,094	47,908	49,722	51,536
2	38,356	40,170	41,985	43,798	45,613	47,427	49,241	51,055	52,869
3	39,689	41,503	43,317	45,132	46,945	48,760	50,574	52,388	54,202
4	41,022	42,836	44,650	46,464	48,279	50,092	51,907	53,721	55,535
5	42,355	44,169	45,983	47,797	49,611	51,426	53,239	55,054	56,868
6	43,688	45,502	47,316	49,130	50,944	52,758	54,573	56,386	58,201
7	45,020	46,835	48,649	50,463	52,277	54,091	55,905	57,720	59,533
8	46,353	48,167	49,982	51,796	53,610	55,424	57,238	59,052	60,867
9	47,686	49,500	51,314	53,129	54,943	56,757	58,571	60,385	62,199
10	49,019	50,833	52,647	54,461	56,275	58,090	59,904	61,718	63,532
11		52,166	53,980	55,794	57,608	59,422	61,237	63,051	64,865
12			55,312	57,127	58,941	60,755	62,569	64,384	66,198
13			56,646	58,459	60,274	62,088	63,902	65,716	67,531
14			57,979	59,793	61,606	63,421	65,235	67,049	68,863
15				61,125	62,940	64,753	66,568	68,382	70,196
16				62,458	64,272	66,087	67,900	69,715	71,529
17					65,606	67,419	69,234	71,047	72,862
18					66,939	68,752	70,566	72,381	74,194
19							71,899	73,714	75,527

AN ADDITIONAL \$750 IS ADDED TO STEPS 14-19 in columns BS+24 and beyond.

APPENDIX A
2015-2016
SALARY SCHEDULE

Step	BS	B+8	B +16	B +24	BS+32 or MS	MS +8	MS+16	MS+24	MS+32
1	37,023	38,838	40,651	42,466	44,280	46,094	47,908	49,722	51,536
2	38,356	40,170	41,985	43,798	45,613	47,427	49,241	51,055	52,869
3	39,689	41,503	43,317	45,132	46,945	48,760	50,574	52,388	54,202
4	41,022	42,836	44,650	46,464	48,279	50,092	51,907	53,721	55,535
5	42,355	44,169	45,983	47,797	49,611	51,426	53,239	55,054	56,868
6	43,688	45,502	47,316	49,130	50,944	52,758	54,573	56,386	58,201
7	45,020	46,835	48,649	50,463	52,277	54,091	55,905	57,720	59,533
8	46,353	48,167	49,982	51,796	53,610	55,424	57,238	59,052	60,867
9	47,686	49,500	51,314	53,129	54,943	56,757	58,571	60,385	62,199
10	49,019	50,833	52,647	54,461	56,275	58,090	59,904	61,718	63,532
11	49,519	52,166	53,980	55,794	57,608	59,422	61,237	63,051	64,865
12		52,666	55,312	57,127	58,941	60,755	62,569	64,384	66,198
13			56,646	58,459	60,274	62,088	63,902	65,716	67,531
14			57,979	59,793	61,606	63,421	65,235	67,049	68,863
15			58,479	61,125	62,940	64,753	66,568	68,382	70,196
16				62,458	64,272	66,087	67,900	69,715	71,529
17				62,958	65,606	67,419	69,234	71,047	72,862
18					66,939	68,752	70,566	72,381	74,194
19					67,439	69,252	71,899	73,714	75,527
20							72,399	74,214	76,027

AN ADDITIONAL \$750 IS ADDED TO STEPS 14-19 in columns BS+24 and beyond.

**APPENDIX A
2016-2017
SALARY SCHEDULE**

Step	BS	B+8	B +16	B +24	BS+32 or MS	MS +8	MS+16	MS+24	MS+32
1	37,023	38,838	40,651	42,466	44,280	46,094	47,908	49,722	51,536
2	38,356	40,170	41,985	43,798	45,613	47,427	49,241	51,055	52,869
3	39,689	41,503	43,317	45,132	46,945	48,760	50,574	52,388	54,202
4	41,022	42,836	44,650	46,464	48,279	50,092	51,907	53,721	55,535
5	42,355	44,169	45,983	47,797	49,611	51,426	53,239	55,054	56,868
6	43,688	45,502	47,316	49,130	50,944	52,758	54,573	56,386	58,201
7	45,020	46,835	48,649	50,463	52,277	54,091	55,905	57,720	59,533
8	46,353	48,167	49,982	51,796	53,610	55,424	57,238	59,052	60,867
9	47,686	49,500	51,314	53,129	54,943	56,757	58,571	60,385	62,199
10	49,019	50,833	52,647	54,461	56,275	58,090	59,904	61,718	63,532
11	49,519	52,166	53,980	55,794	57,608	59,422	61,237	63,051	64,865
12	50,519	52,666	55,312	57,127	58,941	60,755	62,569	64,384	66,198
13		53,666	56,646	58,459	60,274	62,088	63,902	65,716	67,531
14			57,979	59,793	61,606	63,421	65,235	67,049	68,863
15			58,479	61,125	62,940	64,753	66,568	68,382	70,196
16			59,479	62,458	64,272	66,087	67,900	69,715	71,529
17				62,958	65,606	67,419	69,234	71,047	72,862
18				63,958	66,939	68,752	70,566	72,381	74,194
19					67,439	69,252	71,899	73,714	75,527
20					68,439	70,252	72,399	74,214	76,027
21							73,399	75,214	77,027

AN ADDITIONAL \$750 IS ADDED TO STEPS 14-19 in columns BS+24 and beyond.

**NON-CERTIFICATED PAY SCHEDULE
2014-2015**

	Cook	Head Cook	Secretary	Custodian	Aide Cert	Aide NO Cert	Nurse Cert	Nurse	Social Worker	Grounds Keeper
Probationary	\$10.84	\$13.04	\$14.41	\$15.98	\$15.08	\$11.76	\$20.77	\$16.23	\$24.70	\$10.91
1	12.75	15.35	16.95	18.80	17.74	13.83	24.44	19.09	29.06	12.83
2	12.86	15.48	17.11	18.98	17.91	13.96	24.62	19.24	29.26	12.98
3	12.98	15.61	17.26	19.16	18.07	14.09	24.82	19.39	29.47	13.13
4	13.10	15.73	17.42	19.34	18.24	14.22	25.02	19.54	29.67	13.28
5	13.21	15.86	17.57	19.52	18.41	14.35	25.21	19.69	29.87	13.43
6	13.33	15.99	17.73	19.70	18.58	14.48	25.40	19.84	30.07	13.58
7	13.45	16.12	17.88	19.88	18.75	14.61	25.59	19.99	30.28	13.73
8	13.56	16.25	18.04	20.07	18.92	14.74	25.78	20.14	30.48	13.88
9	13.68	16.38	18.19	20.25	19.08	14.87	25.98	20.29	30.68	14.03
10	13.80	16.51	18.35	20.43	19.25	15.00	26.17	20.44	30.89	14.18
11	13.91	16.64	18.50	20.61	19.42	15.13	26.36	20.59	31.09	14.32
12	15.19	17.90	19.83	21.86	20.72	16.31	27.61	21.79	32.34	15.52
13	15.31	18.03	19.98	22.04	20.89	16.44	27.80	21.94	32.54	15.67

- \$0.75 per hour longevity bonus is included in step 12.
- Any teacher's aide employed on or before June 1, 1998 shall remain on the Teacher Aide with a Teaching Certificate salary schedule and shall maintain and accrue seniority in the Teacher Aide With a Teaching Certificate seniority category. However, any teacher aide who does not possess a teaching certificate as of June 1, 1998 will have his/her salary frozen at the 1997-98 rate until the teacher's aide receives a teaching certificate. Once he/she earns a teaching certificate, the teacher's aide will advance one step on the salary schedule (Teacher Aide with a Teaching Certificate)

**NON-CERTIFICATED PAY SCHEDULE
2015-2016**

	Cook	Head Cook	Secretary	Custodian	Aide Cert	Aide NO Cert	Nurse Cert	Nurse	Social Worker	Grounds Keeper
Probationary	\$10.84	\$13.04	\$14.41	\$15.98	\$15.08	\$11.76	\$20.77	\$16.23	\$24.70	\$10.91
1	12.75	15.35	16.95	18.80	17.74	13.83	24.44	19.09	29.06	12.83
2	12.86	15.48	17.11	18.98	17.91	13.96	24.62	19.24	29.26	12.98
3	12.98	15.61	17.26	19.16	18.07	14.09	24.82	19.39	29.47	13.13
4	13.10	15.73	17.42	19.34	18.24	14.22	25.02	19.54	29.67	13.28
5	13.21	15.86	17.57	19.52	18.41	14.35	25.21	19.69	29.87	13.43
6	13.33	15.99	17.73	19.70	18.58	14.48	25.40	19.84	30.07	13.58
7	13.45	16.12	17.88	19.88	18.75	14.61	25.59	19.99	30.28	13.73
8	13.56	16.25	18.04	20.07	18.92	14.74	25.78	20.14	30.48	13.88
9	13.68	16.38	18.19	20.25	19.08	14.87	25.98	20.29	30.68	14.03
10	13.80	16.51	18.35	20.43	19.25	15.00	26.17	20.44	30.89	14.18
11	13.91	16.64	18.50	20.61	19.42	15.13	26.36	20.59	31.09	14.32
12	15.19	17.90	19.83	21.86	20.72	16.31	27.61	21.79	32.34	15.52
13	15.31	18.03	19.98	22.04	20.89	16.44	27.80	21.94	32.54	15.67
14	15.43	18.16	20.13	22.22	21.06	16.57	27.99	22.09	32.74	15.82

- \$0.75 per hour longevity bonus is included in step 12.
- Any teacher's aide employed on or before June 1, 1998 shall remain on the Teacher Aide with a Teaching Certificate salary schedule and shall maintain and accrue seniority in the Teacher Aide With a Teaching Certificate seniority category. However, any teacher aide who does not possess a teaching certificate as of June 1, 1998 will have his/her salary frozen at the 1997-98 rate until the teacher's aide receives a teaching certificate. Once he/she earns a teaching certificate, the teacher's aide will advance one step on the salary schedule (Teacher Aide with a Teaching Certificate)

**NON-CERTIFICATED PAY SCHEDULE
2016-2017**

	Cook	Head Cook	Secretary	Custodian	Aide Cert	Aide NO Cert	Nurse Cert	Nurse	Social Worker	Grounds Keeper
Probationary	\$10.84	\$13.04	\$14.41	\$15.98	\$15.08	\$11.76	\$20.77	\$16.23	\$24.70	\$10.91
1	12.75	15.35	16.95	18.80	17.74	13.83	24.44	19.09	29.06	12.83
2	12.86	15.48	17.11	18.98	17.91	13.96	24.62	19.24	29.26	12.98
3	12.98	15.61	17.26	19.16	18.07	14.09	24.82	19.39	29.47	13.13
4	13.10	15.73	17.42	19.34	18.24	14.22	25.02	19.54	29.67	13.28
5	13.21	15.86	17.57	19.52	18.41	14.35	25.21	19.69	29.87	13.43
6	13.33	15.99	17.73	19.70	18.58	14.48	25.40	19.84	30.07	13.58
7	13.45	16.12	17.88	19.88	18.75	14.61	25.59	19.99	30.28	13.73
8	13.56	16.25	18.04	20.07	18.92	14.74	25.78	20.14	30.48	13.88
9	13.68	16.38	18.19	20.25	19.08	14.87	25.98	20.29	30.68	14.03
10	13.80	16.51	18.35	20.43	19.25	15.00	26.17	20.44	30.89	14.18
11	13.91	16.64	18.50	20.61	19.42	15.13	26.36	20.59	31.09	14.32
12	15.19	17.90	19.83	21.86	20.72	16.31	27.61	21.79	32.34	15.52
13	15.31	18.03	19.98	22.04	20.89	16.44	27.80	21.94	32.54	15.67
14	15.43	18.16	20.13	22.22	21.06	16.57	27.99	22.09	32.74	15.82
15	15.55	18.29	20.28	22.40	21.23	16.70	28.18	22.24	32.94	15.97

- \$0.75 per hour longevity bonus is included in step 12.
- Any teacher's aide employed on or before June 1, 1998 shall remain on the Teacher Aide with a Teaching Certificate salary schedule and shall maintain and accrue seniority in the Teacher Aide With a Teaching Certificate seniority category. However, any teacher aide who does not possess a teaching certificate as of June 1, 1998 will have his/her salary frozen at the 1997-98 rate until the teacher's aide receives a teaching certificate. Once he/she earns a teaching certificate, the teacher's aide will advance one step on the salary schedule (Teacher Aide with a Teaching Certificate)

**APPENDIX B
SUPPLEMENTAL PAY**

I. HEYWORTH HIGH SCHOOL

A	Head Coaches	Percentages
	Basketball (Girls & Boys)	10 – 16%
	Volleyball	10 – 16%
	Football	10 – 16%
	Speech	10 – 16%
	Wrestling	10 – 16%
	Track (Girls and Boys)	10 – 15%
	Baseball	10 – 15%
	Softball	10 – 15%
	Golf	8 – 12%
	Cross Country	8 – 12%
	Soccer	8 – 12%
B.	Assistant Coaches	Percentages
	Basketball (Girls and Boys)	7 – 10%
	Volleyball	7 – 10%
	Football	7 – 10%
	Speech	7 – 10%
	Track (Girls and Boys)	7 – 10%
	Baseball	7 – 10%
	Softball	7 – 10%
C.	Athletic Director	18%
D.	Extra-Curricular Activities	Percentages or Amounts
	Instrumental Music	8 – 13%
	Student Council	8 – 12%
	Cheerleading Sponsor – Football	5 – 7%
	Cheerleading Sponsor – Basketball	5 – 7%
	Annual	5 – 7%
	Musical	5 – 7%
	Assistant Musical (Vocal)	2 – 4%
	Assistant Musical (Band)	2 – 4%
	Musical Tech Director	2 – 4%
	National Honor Society	2 – 4%
	Freshman Class	\$250.00
	Sophomore Class	\$250.00
	Junior Class	\$950.00
	Senior Class	\$500.00
	Dance	5%

FHA Sponsor	No Stipend
IA Sponsor	No Stipend
WYSE	2 – 4%
Chess	5 – 7%
Key Club	5 – 7%
FFA Sponsor	10 – 16%
Scholastic Bowl	3 – 6%

E. Optional Extra Duties

Athletic Scorers	\$25.00/evening
Athletic Timers	\$25.00/evening
Athletic Announcers	\$25.00/evening
Ticket Seller	\$30.00/evening
Game Supervisor	\$55.00/evening
Bus Supervisor	\$25.00/evening

*The high school cheerleading sponsors will be required to attend all home and away games.

With the exception of game supervisors and bus supervisors, who shall be certificated staff, all optional extra duties shall be solicited from certificated and non-certificated staff. In the event that these extra duties are not filled, volunteers shall be solicited. In the event that the positions are still not filled the district shall have the right to assign certificated and non-certificated staff on a rotating basis to these positions at their home base.

II. HEYWORTH JUNIOR HI GH SCHOOL

A. Coaches	Percentages or Amounts
Basketball (Girls & Boys)	8 – 12%
Assistant Basketball (Girls & Boys)	5 – 8%
Baseball	8 – 12%
Assistant Baseball	5 – 8%
Track (Girls & Boys)	8 – 12%
Assistant Track (Girls & Boys)	5 – 8%
Volleyball	8 – 12%
Assistant Volleyball	5 – 8%
Softball	8 – 12%
Assistant Softball	5 – 8%
Cross Country	5 – 8%
Cheerleading Coach	3 – 6%
Wrestling	8 – 12%
B. Athletic Director	12%

C.	Extra-Curricular Activities	Percentages or Amounts
	Junior High Speech	1 – 3%
	Junior High Student Council	3 – 6%
	Math Counts	1 – 2%
	Scholastic Bowl	3 – 6%
	Special Olympics	1 – 2%
	Yearbook	1 – 2%

D.	Optional Extra Duties	Amount
	Ticket Sellers	\$30.00/evening
	Game Supervisors	\$45.00/evening
	Athletic Scorers	\$25.00/evening

E.	Gifted	
	For teachers with or without Gifted Certification assigned to service identified gifted students in instruction and planning as approved by Administration	\$20.00/hour

With the exception of game supervisors and bus supervisors, who shall be certificated staff, all optional extra duties shall be solicited from certificated and non-certificated staff. In the event that these extra duties are not filled, volunteers shall be solicited. In the event that the positions are still not filled the district shall have the right to assign certificated and non-certificated staff on a rotating basis to these positions at their home base.

III. HEYWORTH GRADE SCHOOL

A.	Coaches	Amounts or Percentages
	Morning Basketball	\$300.00

B.	Extra-Curricular	
	Literary Club	1 – 2%
	Yearbook	1 – 2%
	Student Council	1 – 2%

C.	Gifted	
	For teachers with or without Gifted Certification assigned to service identified gifted students in instruction and planning as approved by Administration	\$20.00/hour

Percentages as listed are based on beginning teacher's salary.

Athletic scouts will be paid mileage at the IRS rate as stated in 10.8 of this Agreement for use of their personal vehicles. The principal retains the authority to determine the necessity of athletic scouts for events requested and to determine the number of vehicles used.

Movement of Coaching

1. Coaches in co-curricular will be moved 1% upon completion of one year of coaching in respective activities.
2. Coaches shall remain at this percentage during breaks in coaching.
3. Coaches shall remain at their last percentage in the event that an activity which is dropped is subsequently reinstated.

IV EXTENDED CONTRACTS

Agricultural Teacher	up to 4 weeks extended contract
Guidance Counselor	2 weeks extended contract

V. ATHLETIC CLINICS

- A. Head coaches will be reimbursed up to \$350.00 for expenses actually incurred for mileage, hotels, meals, and registration to attend one athletic clinic per year. The clinic must be in an area in which he/she is a head coach. Assistant coaches may attend a clinic in place of the head coach if the head coach so designates. This substitution must be approved by the athletic director.

**MEMORANDUM OF UNDERSTANDING
REGARDING PENSION CONTRIBUTION**

The certified salary schedule set forth in Appendix A currently sets forth the total salary for each certified employee, including the employee contribution due to the Teachers' Retirement System ("TRS") on behalf of each such employee. The General Assembly has enacted legislation (Public Act 98-599, the "Pension Reform Act") which reduces the total employee contribution due to TRS from 9.4% of the teacher's salary to 8.4% of the teacher's salary for salary earned on or after July 1, 2014. The parties are aware that multiple lawsuits have been filed, challenging the constitutionality of the Pension Reform Act, the outcome of which challenges is unlikely to be resolved prior to the beginning of the 2014-2015 school year. Unless and until the Illinois Supreme Court has issued a final decision regarding the constitutionality of the Pension Reform Act, has refused to hear an appeal of a lower court decision regarding the same, or the time for filing an appeal of a lower court decision regarding the same has expired, the Board shall withhold from each teacher's salary and pay to TRS the teacher's employee contribution in the amount as provided by law and shelter the same from taxation. Also from each teacher's salary the Board shall withhold and pay into a separate account an amount equal to the difference between the employee contribution in effect prior to July 1, 2014 and the employee contribution in effect on and after July 1, 2014 for employees in the bargaining unit. In the event the Illinois Supreme Court issues a final decision upholding the constitutionality of the Pension Reform Act, refuses to hear an appeal of a lower court decision upholding the Act's constitutionality, or the time for filing an appeal of a lower court decision upholding the Act's constitutionality has expired, thereby resulting in no obligation that the amount so held in the separate account be paid to TRS, the Board shall pay to each teacher the amount paid into the separate account on behalf of each such teacher as herein provided. The District will pay to the Association a check for any interest accrued in the total amount so held in

the separate account. In the event the Illinois Supreme Court issues a final decision, or refuses to hear an appeal of a lower court decision, or the time for filing an appeal of a lower court decision has expired, which results in the reinstatement of the previous employee contribution retroactive to July 1, 2014 and the requirement that said amount be paid to TRS, then the Board shall pay said amount to TRS as provided by law and/or the terms of any final court decision.

Dated this ____ day of _____, 2014.

**HEYWORTH UNITED
EDUCATION ASSOCIATION**

**BOARD OF EDUCATION
HEYWORTH CUSD NO. 4**

Co-President

President

Co-President

Secretary