

AGREEMENT BETWEEN

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

AND

HEYWORTH UNITED EDUCATION ASSOCIATION, IEA/NEA

2020-2021

2021-2022

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
	1.1 Recognition	1
	1.2 Part-time Benefits	1
	1.3 Definitions	1
	1.4 Annual Contract	2
	1.5 No Negotiation with Other Organizations	2
ARTICLE II	EMPLOYEE DISCIPLINE	2
	2.1 Certificated Employees - Just Cause	2
	2.2 Right of Representation - All Employees	3
	2.3 Non-Certificated Employees - Just Cause	3
	2.4 Termination of Employment	3
	2.5 Employee Discipline/Discharge Procedures	4
ARTICLE III	ASSOCIATION AND EMPLOYEE RIGHTS	5
	3.1 Right of Membership	5
	3.2 Association Representatives	5
	3.3 Right to Review - Personnel File	6
	3.4 Use of School Business Equipment	6
	3.5 Use of School Buildings	6
	3.6 Use of Mailboxes and Bulletin Boards	6
	3.7 Dues Deduction	6
	3.8 Other Deductions	7
	3.9 Parental Complaints	7
	3.10 Physical Assault On A Teacher	8
	3.11 Document Availability	8
	3.12 Channel of Communication	8
	3.13 Notice of New Employees	8
ARTICLE IV	EMPLOYMENT CONDITIONS	8
	4.1 School Calendar	8
	4.2 Work Week – Non-Certificated Employees	9
	4.3 Work Day – Certificated Staff	9
	4.4 Work Day – Non-Certificated Staff	10
	4.5 Preparation Period	12
	4.6 Preparation Period – Special Teachers	12
	4.7 Payment of Preparation Periods	12
	4.8 Voluntary Transfers	12
	4.9 Part-Time/Traveling Teachers	13
	4.10 Lunch Break – Non-Certificated Staff	13

4.11	Administering Medication	13
4.12	Vacations – Non-Certificated Staff	14
4.13	Holidays – Non-Certificated Staff	14
4.14	Resignation – Non-Certificated Staff	15
4.15	Call Time – Non-Certificated Staff	15
4.16	Notification of Assignments	15
4.17	Labor Management Meetings	15
4.18	Dual Credit	16
4.19	Probation for Support Staff	16
4.20	Groundskeeper	16
4.21	Criminal Background Checks	16
4.22	Administrative Coverage	17
4.23	Doubling Up	17
4.24	Change in Job Title and/or Description	17
ARTICLE V	NEGOTIATING PROCEDURES	17
5.1	Negotiation Teams	17
5.2	Tentative Agreements	17
5.3	Written Contract	18
5.4	Time for Bargaining	18
5.5	Meetings	18
5.6	Mediation	18
ARTICLE VI	DISTRICT LENGTH OF SERVICE AND SENIORITY	18
6.1	Certificated Teaching Staff	18
6.2	Non-Certificated Staff	20
6.3	Seniority List and Recall Rights	21
ARTICLE VII	EVALUATION	23
7.1	Frequency	23
7.2	Orientation of Employees	24
7.3	Evaluation Instrument	24
7.4	Evaluation Conference	24
7.5	Evaluation Procedures – Certificated Staff	24
7.6	Right of Management to Evaluate	25
7.7	Grievability	25
7.8	Evaluation Appeals- Certificated Staff	25
ARTICLE VIII	GRIEVANCE PROCEDURE	26
8.1	Definitions	26
8.2	No Reprisals	26
8.3	Procedures	26

8.4	Association Participation	27
8.5	Failure to Act	28
8.6	Bypass to Arbitration	28
8.7	Released Time	28
8.8	Election of Remedies	28
8.9	Grievance Withdrawal	28
8.10	Class Grievance	28
8.11	Contract Expiration	28
ARTICLE IX	LEAVES OF ABSENCE	29
9.1	Sick Leave	29
9.2	Bereavement Leave	31
9.3	Appointment Leaves - Certificated Staff	31
9.4	Personal Leave	31
9.5	Parental Leave	32
9.6	Professional Leave - Certificated Staff	33
9.7	Unpaid Leave	34
9.8	Association Leave	35
9.9	Jury Duty and Subpoena Leave	36
ARTICLE X	SALARY AND COMPENSATION	36
10.1	Salary	36
10.2	Supplemental Pay	36
10.3	Health Insurance	36
10.4	Homebound Instruction	37
10.5	Pay Dates - All Employees	37
10.6	Professional Growth	38
10.7	Tuition Waivers	39
10.8	Mileage Payment	39
10.9	Payment for Graduate Hours	39
10.10	Retirement Bonus – Certificated Staff	40
10.11	Retirement Bonus – Non-Certificated Staff	43
10.12	Teacher Mentor Program	44
10.13	Teaching an Additional Class Period	44
10.14	Secretary and Custodian Work Year	44
ARTICLE XI	SUMMER SCHOOL INSTRUCTIONAL RESPONSIBILITIES	45
11.1	Posting	45
11.2	Applications	45
11.3	Right of Refusal	45
11.4	Length of Day	45
11.5	Compensation	45
11.6	Responsibilities	45

ARTICLE XII	ROUTINE TASK REDUCTION PLAN	45
	12.1 Reduction Plan	45
ARTICLE XIII	EFFECT OF AGREEMENT	46
	13.1 No Strike	46
	13.2 Complete Understanding	46
	13.3 Savings Clause	46
	13.4 Management Rights	46
	13.5 Duration	47
	Signature Page	47
APPENDIX A	2020-2021 SALARY SCHEDULE	48
	2021-2022 SALARY SCHEDULE	49
	2020-2021 NON-CERTIFICATED PAY SCHEDULE	50
	2021-2022 NON-CERTIFICATED PAY SCHEDULE	51
APPENDIX B	SUPPLEMENTAL PAY	52
	High School	52
	Junior High School	53
	Grade School	54
	Extended Contracts	55
	Athletic Clinics	55

**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 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 eighty-five (185) days, including emergency days. In addition, the official school calendar shall be determined and published by May 1 of the prior school year.

"Digital learning days" may be utilized during inclement weather. Digital learning days do not need to be made up at a later date for non-certified staff. Those employees

(instructional aides, clerical staff, food service staff) have been contracted for a set number of days and the pay for those days will be honored if a digital day is utilized.

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. 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.
- K. Graduation and promotion ceremonies
- L. 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, teaching assistants and secretaries shall be allowed two (2) fifteen (15) minute breaks daily as scheduled by the Administration.

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.

Traveling teachers shall be entitled to a duty free lunch period and traveling time shall be scheduled so as not to infringe on the lunch and/or class period.

The administration will make a good faith effort to schedule meetings outside of teacher preparation periods and to provide at least ten (10) calendar days advance notice of such meetings.

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

"Vacancy" for the purposes of this section means an open position resulting from a resignation, retirement, termination, or transfer from a previously existing position or an

open position resulting from a newly created bargaining unit position.

A. Voluntary Transfer

When a vacancy arises, employees will have five (5) business days to express interest in the position. The Board shall consider interested employees, but shall not be restricted in its hiring practices when filling such vacancies.

B. Vacancy Notices

When a vacancy arises, the Superintendent or designee shall email vacancy notices to all employees.

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.

C. Extra Duty Vacancies

Whenever a vacancy occurs in any Extra Duty position for which a stipend is paid in Appendix B, except for Optional Extra Duties, notices shall be posted as provided in Section B above. Bargaining unit members may apply for any vacant position. The Board of Education and Administration shall consider such applications, but shall not be restricted in its hiring practices when filling such vacancies.

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 and school is not in session.

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

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. Whenever a custodian is directed to work on Easter Sunday,

he/she shall receive one and one-half times his/her regular rate of pay for any hours worked.

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.

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**

A committee composed of the Superintendent, two (2) Association Executive Team Members, Up to two (2) Board Member(s) and Administrators. The following

committee is established for the purpose of quality input, dialogue, and communication among the Association, Administration and Board. The committee will meet quarterly during the contract year at mutually agreeable times. The purpose and frequency of meetings may be changed by unanimous agreement between Association President and the Administration. HUEA will develop a proposed schedule for quarterly meetings by July 1st each year.

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. When there are no employees qualified to teach a dual credit class, the District may contract with non-employees for such purposes. The District will provide notice to the Association whenever it contracts with such an individual.

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.

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

4.23 Doubling Up

A teacher who “doubles up” (teaches his/her regularly assigned class and that of an absent teacher) for one-half of a day shall be paid Forty-five Dollars (\$45.00) per half day, and a teacher who doubles up classes for a full day shall be paid Ninety Dollars (\$90.00) per full day. Teachers shall be assigned to double up only when the administration has attempted to fill the assignment with a substitute teacher and attempted to fill the assignment using other teachers during their planning period. Teachers who surrender their planning period shall continue to be paid as provided in Section 4.7A.

4.24 Change in Job Title and/or Description

The Board shall seek advisory input from the Association concerning the development of job descriptions for teachers and other certified employees. Such input shall be advisory, and the Board retains the final decision concerning the content of job descriptions. Job descriptions shall be made available to all employees. Any employee or the Association may request a review of the job description or evaluation instrument at any time by emailing the Superintendent’s office.

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 – Certificated Staff

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 teachers so removed or dismissed who were in Groupings 3 or 4 of the sequence of dismissal and are qualified to hold such position, in the inverse order of dismissal. If the Board has any vacancies within the period from the

beginning of the following school term through February 1 of the following school term, and the position(s) has or have not been filled as provided above, then the position(s) thereby becoming available must be offered to a teacher in Grouping 2 if such teacher is qualified to hold the position(s) and was in Grouping 2 due to one "Needs Improvement" rating on either of the teacher's last two performance evaluation ratings, if the other performance evaluation rating is either "Proficient" or "Excellent." Teachers in Grouping 1 shall have no recall rights.

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

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

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

C. Recall Rights – Non-Certificated Staff

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.

D. 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.

7.8. **Evaluation Appeals- Certificated Staff**

Beginning with the 2020-2021 school year, any teacher who receives a summative rating of "Unsatisfactory" may appeal such evaluation by submitting to the Superintendent, within ten (10) school days of the teacher's receipt of the evaluation, the following documents:

- A. A letter identifying the evaluation summative evaluation rating of Unsatisfactory which the teacher wishes to appeal;
- B. A copy of the evaluation;
- C. A copy of any prior evaluation the teacher wishes to be considered; and
- D. A copy of any additional evidence or document the teacher wishes to be considered.

The Superintendent shall promptly convene the Panel of Qualified Evaluators ("the Panel") agreed to by the PERA Joint Committee and forward to the Panel the appeal and related documents submitted by the teacher. The Panel shall meet at least once, with the first meeting occurring no more than ten (10) school days after its receipt of the appeal. The Panel shall have the power to collect, review and command the provision of additional evidence as it deems necessary.

The Panel shall apply the criteria determined by the PERA Joint Committee for successful appeals and shall have the power to revoke an "Unsatisfactory" rating it deems erroneous. If the Panel revokes an "Unsatisfactory" rating, the rating shall be replaced with a "Needs Improvement" rating unless a majority of the Panel finds that another rating is appropriate.

The Panel shall issue a written decision, which shall be final. A copy of the decision shall be given to the teacher who filed the appeal and to the Superintendent.

The time for the development of a remediation plan shall be tolled from the date the appeal is filed with the Superintendent until the date the Panel issues its written decision.

No later than February 1st of each year, the PERA Joint Committee shall meet and, together with any other business of the Committee, prepare and submit to the Board and the Association 1) the identity of the Panel of Qualified Evaluators and 2) the criteria for successful appeals.

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. Sick Day Exchange

There are occasions when bargaining unit members have an exceptional opportunity which requires their absence from their normal work assignment. Absences under this provision are extraordinary in nature and may be requested by the employee only under the following circumstances:

The leave shall be requested in writing to the Superintendent as soon as possible, but at least ten (10) days prior to the absence. Specific reasons for the leave request shall be given.

Reasons may include, but shall not be limited to:

1. Trips won as special recognition of the employee or a member of their household.
2. Trips or special meetings involving services of community organizations in which the employee or a member of their household holds office.
3. Important business conferences for the employee or a member of their household in which the employee needs to be involved.
4. Court appearances other than by subpoena.
5. Educationally related travel, if the applicant provides an itinerary and an explanation of how such travel will improve the educational program.
6. The absence will have some obvious merit or value to the school or community or the employee at the time or in the immediate future.
7. Significant family events

The District Administration shall respond, in writing, within five (5) days of the request. The decision of the Administration shall be final and shall not be subject to the Grievance Procedure in Article VIII of the collective bargaining agreement. The leave shall be for the shortest duration possible. The employee shall have to exhaust all accumulated personal leave prior to, or as a part of, the requested leave. The leave shall be taken in exchange for the same number of the employee's accumulated sick days and shall be recorded as "Sick" for any record-keeping purposes. Only Leaves allowed under Article IX of the collective bargaining agreement and as provided in this Memorandum are allowed. The use of unpaid "dock days" is prohibited unless approved by administration.

G. 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.

H. 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

During the 2020-2021 school year, the Board shall pay up to Six Hundred Ninety-five Dollars (\$695.00) 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. During the 2021-2022 school year, the Board shall pay up to Six Hundred Ninety-five Dollars (\$695.00) 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.

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.

Employees who opt out of District health insurance plans shall have the option to receive dental, vision, and life insurance with no cost to the employee.

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 receive their paychecks through electronic direct deposit.

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
3. Its deemed benefit to students.

Post-Master's degree hours need not be part of a graduate degree program.

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 Seventy-five and 00/100 Dollars (\$75.00) per semester hour of approved graduate course work taken and completed, up to an aggregate total of Ten Thousand Dollars (\$10,000.00) 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 for class work which is part of a Master's Program plan or a Professional Development plan approved in advance by the Superintendent. In the event a course(s) is taken at the request of the district to attain an additional endorsement, the board will reimburse 100%. 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. The Superintendent may waive the forty (40) semester hour limitation if the class work is necessary for the teacher to teach a dual credit class, as provided in Section 4.18.

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 fifty-five (55) years of age 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 \$60,000.00. The employee's final year TRS creditable earnings will be \$63,300.00 (*i.e.*, $\$60,000.00 \times 1.055 = \$63,300.00$).

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 year of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2018, stating he/she will retire on June 30, 2020. The employee's TRS creditable earnings for the 2017-2018 school year were \$60,000.00. The employee's TRS creditable earnings for the 2018-2019 school year will be \$63,300.00 (*i.e.*, $\$60,000.00 \times 1.055 = \$63,300.00$). The employee's TRS creditable earnings for the 2019-2020 school year will be \$66,781.50 (*i.e.*, $\$63,300.00 \times 1.055 = \$66,781.50$).

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 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 year of employment respectively.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2018, stating he/she will retire on June

30, 2021. The employee's TRS creditable earnings for the 2017-2018 school year were \$60,000.00. The employee's TRS creditable earnings for the 2018-2019 school year will be \$63,300.00 (*i.e.*, $\$60,000.00 \times 1.055 = \$63,300.00$). The employee's TRS creditable earnings for the 2019-2020 school year will be \$66,781.50 (*i.e.*, $\$63,300 \times 1.055 = \$66,781.50$). The employee's TRS creditable earnings for the 2020-2021 school year will be \$70,454.48 (*i.e.*, $\$66,781.50 \times 1.055 = \$70,454.48$).

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.*, Appendix B, extended contract and/or stipends), the employee's TRS creditable earnings will be adjusted accordingly.

Example: The employee's TRS creditable earnings from the 2017-2018 school year were \$63,000.00, of which \$3,000.00 was compensation for coaching basketball in 2017-2018. Under the employee's retirement plan, he/she would be scheduled to receive \$66,465.00 TRS creditable earnings for the 2018-2019 school year (*i.e.*, $\$63,000.00 \times 1.055 = \$66,465.00$). However, the employee resigns from his/her coaching position before the start of the 2018-2019 school year. The employee's TRS creditable earnings for the 2018-2019 school year will be \$63,300.00 (*i.e.*, $\$60,000.00 \times 1.055 = \$63,300.00$) rather than \$66,465.00.

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 employee's 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, 2018, stating he/she will retire on June 30, 2020. The employee's non-overtime, non-extra duty wages for the 2017-2018 school year were \$40,000.00. The employee's bonus for the 2018-2019 and for the 2019-2020 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 in each of the employee's final three (3) years of employment.

Example: An employee gives his/her irrevocable letter of retirement prior to February 1, 2018, stating he/she will retire on June 30, 2021. The employee's non-overtime, non-extra duty wages for the 2017-2018 school year were \$40,000.00. The employee's bonus for the 2018-2019, for the 2019-2020 and for the 2020-2021 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.

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.

10.14 Secretary and Custodian Work Year

Those in the position of secretary that are covered by the Collective Bargaining Agreement shall be paid as if they are working an annual total of two hundred-twenty-six (226) days. Those in the position of custodian that are covered by the Collective Bargaining Agreement shall be paid as if they are working an annual total of two hundred-sixty-one (261) days.

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 ROUTINE TASK REDUCTION PLAN

12.1 **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 XIII EFFECT OF THE AGREEMENT

13.1 **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.

13.2 **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.

13.3 **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.

13.4 **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

13.5 Duration

This Agreement shall be effective July 1, 2020 and shall remain in effect through June 30, 2022.

This agreement is signed this ____ day of _____, 2020.

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

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

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

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

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

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

**APPENDIX A
2020-2021
SALARY SCHEDULE**

Step	BS	BS+8	BS+16	BS+24	BS+32 or MS	MS+8	MS+16	MS+24	MS+32
1	38,908	40,815	42,723	44,630	46,538	48,445	50,352	52,260	54,167
2	40,241	42,148	44,056	45,963	47,871	49,778	51,685	53,593	55,500
3	41,574	43,481	45,389	47,296	49,204	51,111	53,018	54,926	56,833
4	42,907	44,814	46,722	48,629	50,537	52,444	54,351	56,259	58,166
5	44,240	46,147	48,055	49,962	51,870	53,777	55,684	57,592	59,499
6	45,573	47,480	49,388	51,295	53,203	55,110	57,017	58,925	60,832
7	46,906	48,813	50,721	52,628	54,536	56,443	58,350	60,258	62,165
8	48,239	50,146	52,054	53,961	55,869	57,776	59,683	61,591	63,498
9	49,572	51,479	53,387	55,294	57,202	59,109	61,016	62,924	64,831
10	50,905	52,812	54,720	56,627	58,535	60,442	62,349	64,257	66,164
11	51,405	54,145	56,053	57,960	59,868	61,775	63,682	65,590	67,497
12	52,405	54,645	57,386	59,293	61,201	63,108	65,015	66,923	68,830
13	52,405	55,645	58,719	60,626	62,534	64,441	66,348	68,256	70,163
14	52,405	55,645	60,052	61,959	63,867	65,774	67,681	69,589	71,496
15	52,405	55,645	60,552	63,292	65,200	67,107	69,014	70,922	72,829
16	52,405	55,645	61,552	64,625	66,533	68,440	70,347	72,255	74,162
17	52,405	55,645	61,552	65,125	67,866	69,773	71,680	73,588	75,495
18	52,405	55,645	61,552	66,125	69,199	71,106	73,013	74,921	76,828
19	52,405	55,645	61,552	66,125	69,699	71,606	74,346	76,254	78,161
20	52,405	55,645	61,552	66,125	70,699	72,606	74,846	76,754	78,661
21	52,405	55,645	61,552	66,125	70,699	72,606	75,846	77,754	79,661

AN ADDITIONAL \$750 IS ADDED TO STEPS 14-21 in columns BS+24 and beyond.

**APPENDIX A
2021-2022
SALARY SCHEDULE**

Step	BS	BS+8	BS+16	BS+24	BS+32 or MS	MS+8	MS+16	MS+24	MS+32
1	39,686	41,632	43,577	45,523	47,468	49,414	51,359	53,305	55,250
2	41,019	42,965	44,910	46,856	48,801	50,747	52,692	54,638	56,583
3	42,352	44,298	46,243	48,189	50,134	52,080	54,025	55,971	57,916
4	43,685	45,631	47,576	49,522	51,467	53,413	55,358	57,304	59,249
5	45,018	46,964	48,909	50,855	52,800	54,746	56,691	58,637	60,582
6	46,351	48,297	50,242	52,188	54,133	56,079	58,024	59,970	61,915
7	47,684	49,630	51,575	53,521	55,466	57,412	59,357	61,303	63,248
8	49,017	50,963	52,908	54,854	56,799	58,745	60,690	62,636	64,581
9	50,350	52,296	54,241	56,187	58,132	60,078	62,023	63,969	65,914
10	51,683	53,629	55,574	57,520	59,465	61,411	63,356	65,302	67,247
11	52,183	54,962	56,907	58,853	60,798	62,744	64,689	66,635	68,580
12	53,183	55,462	58,240	60,186	62,131	64,077	66,022	67,968	69,913
13	53,183	56,462	59,573	61,519	63,464	65,410	67,355	69,301	71,246
14	53,183	56,462	60,906	62,852	64,797	66,743	68,688	70,634	72,579
15	53,183	56,462	61,406	64,185	66,130	68,076	70,021	71,967	73,912
16	53,183	56,462	62,406	65,518	67,463	69,409	71,354	73,300	75,245
17	53,183	56,462	62,406	66,018	68,796	70,742	72,687	74,633	76,578
18	53,183	56,462	62,406	67,018	70,129	72,075	74,020	75,966	77,911
19	53,183	56,462	62,406	67,018	70,629	72,575	75,353	77,299	79,244
20	53,183	56,462	62,406	67,018	71,629	73,575	75,853	77,799	79,744
21	53,183	56,462	62,406	67,018	71,629	73,575	76,853	78,799	80,744

AN ADDITIONAL \$750 IS ADDED TO STEPS 14-21 in columns BS+24 and beyond.

**NON-CERTIFICATED PAY SCHEDULE
2020-2021**

	Cook	Head Cook	Secretary	Custodian	Aide	Nurse Certified	Nurse Non-Certified	Social Worker	Grounds Keeper
1	13.40	16.14	17.81	19.76	15.92	25.68	20.06	30.54	13.48
2	13.56	16.30	18.00	19.97	16.08	25.91	20.25	30.76	13.66
3	13.72	16.46	18.19	20.18	16.24	26.14	20.44	30.98	13.84
4	13.88	16.62	18.38	20.39	16.40	26.37	20.63	31.20	14.02
5	14.04	16.78	18.57	20.60	16.56	26.60	20.82	31.42	14.20
6	14.20	16.94	18.76	20.81	16.72	26.83	21.01	31.64	14.38
7	14.36	17.10	18.95	21.02	16.88	27.06	21.20	31.86	14.56
8	14.52	17.26	19.14	21.23	17.04	27.29	21.39	32.08	14.74
9	14.68	17.42	19.33	21.44	17.20	27.52	21.58	32.30	14.92
10	14.84	17.58	19.52	21.65	17.36	27.75	21.77	32.52	15.10
11	15.00	17.74	19.71	21.86	17.52	27.98	21.96	32.74	15.28
12	16.25	18.99	20.96	23.11	18.77	29.23	23.21	33.99	16.53
13	16.41	19.15	21.15	23.32	18.93	29.46	23.40	34.21	16.71
14	16.57	19.31	21.34	23.53	19.09	29.69	23.59	34.43	16.89
15	16.73	19.47	21.53	23.74	19.25	29.92	23.78	34.65	17.07

- \$1.25 per hour longevity bonus is included in step 12.

**NON-CERTIFICATED PAY SCHEDULE
2021-2022**

	Cook	Head Cook	Secretary	Custodian	Aide	Nurse Certified	Nurse Non-Certified	Social Worker	Grounds Keeper
1	13.67	16.46	18.17	20.15	16.24	26.20	20.46	31.15	13.75
2	13.83	16.62	18.36	20.36	16.40	26.43	20.65	31.37	13.93
3	13.99	16.78	18.55	20.57	16.56	26.66	20.84	31.59	14.11
4	14.15	16.94	18.74	20.78	16.72	26.89	21.03	31.81	14.29
5	14.31	17.10	18.93	20.99	16.88	27.12	21.22	32.03	14.47
6	14.47	17.26	19.12	21.20	17.04	27.35	21.41	32.25	14.65
7	14.63	17.42	19.31	21.41	17.20	27.58	21.60	32.47	14.83
8	14.79	17.58	19.50	21.62	17.36	27.81	21.79	32.69	15.01
9	14.95	17.74	19.69	21.83	17.52	28.04	21.98	32.91	15.19
10	15.11	17.90	19.88	22.04	17.68	28.27	22.17	33.13	15.37
11	15.27	18.06	20.07	22.25	17.84	28.50	22.36	33.35	15.55
12	16.52	19.31	21.32	23.50	19.09	29.75	23.61	34.60	16.80
13	16.68	19.47	21.51	23.71	19.25	29.98	23.80	34.82	16.98
14	16.84	19.63	21.70	23.92	19.41	30.21	23.99	35.04	17.16
15	17.00	19.79	21.89	24.13	19.57	30.44	24.18	35.26	17.34

- \$1.25 per hour longevity bonus is included in step 12.

**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 – 16%
	Baseball	10 – 16%
	Softball	10 – 16%
	Golf	10 – 16%
	Cross Country	10 – 16%
	Soccer	10 – 16%
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%
	Wrestling	7 – 10%
	Cross Country	7 – 10%
C.	Athletic Director	16 – 20%
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%
Art Club	2 – 4%

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
Concession Coordinator	\$15.00/hour

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

With the exception of game supervisors, who shall be certificated staff, all optional extra duties shall be solicited from certificated and non-certificated staff first. In the event that the positions are still not filled, the district shall have the right to hire externally.

II. HEYWORTH JUNIOR HIGH 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	8 – 12%
Cheerleading Coach	5 – 8%
Assistant Cross Country	5 – 8%
Wrestling	8 – 12%
Assistant Wrestling	5 – 8%

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
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B. **Extra-Curricular**

Literary Club	1 – 2%
Yearbook	1 – 2%
Student Council	1 – 2%
Musical Theater Club	1 - 2%
Art Camp Sponsor	\$20/hour, not to exceed 30 hours per summer
Music Camp Sponsor	\$20/hour, not to exceed 30 hours per summer

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	4 weeks extended contract
Guidance Counselor	2 weeks extended contract
Curriculum & Instruction	4 weeks extended contract
Nurse	2 weeks extended contract
Librarian	2 weeks extended contract

There are occasions when bargaining unit members have educational opportunities that require the extension of their current maximum employment year. This extension of the employment year will be paid for with grant funds when available.

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.