ARTICLE 1
RECOGNITION

A. This Agreement is entered into this 2nd day of November, 2021 by and between the Board of Education of Harvard Community Unit School District 50, McHenry County, Illinois, hereinafter referred to as the "Board," and Harvard Education Association/I.E.A.-N.E.A., hereinafter referred to as the "Association." The Board recognizes the Association as the sole and exclusive bargaining agent for all full-time and part-time regularly employed certified teaching personnel, hereinafter referred to as teachers (who possess a type 73 teaching certificate) and all regular full-time and part-time secretaries and clerical employees including clerks, all aides, technology employees, custodians and maintenance employees, with regard to wages hours and terms and conditions of employment, except for the Superintendent, Building Principal(s), Assistant Principal(s), substitute teachers who do not possess a type 73 teaching certificate, and other employees who are supervisory, managerial, short-term and/or confidential, as well as those teachers and other personnel who are employed and/or supervised by any cooperative agency whose duty is to serve the Board.

B. The Board agrees not to negotiate with any employees’ organization other than the Association for the duration of this Agreement. The Board agrees not to negotiate with any employee individually during the duration of this Agreement.

C. It is understood that all negotiations under this Agreement are to be conducted with designated representatives of the Board and with designated representatives of the Association. Either party may select whomever they wish to represent them in negotiations.

D. The term “teacher” or “employee” when used hereinafter in this Agreement shall refer to all regularly employed full and part-time personnel who are in the unit as defined in Section A above.

E. The term “Educational Support Personnel” shall refer to those employees covered by this Agreement who are not employed as full-time and part-time regularly employed certified teaching personnel who possess a teaching license.

F. For purposes of this Agreement, Educational Support Personnel shall further be defined as follows:

1. Full-time, Twelve Months: Employed at least eight (8) hours per day and forty (40) hours per week for a twelve (12) month work year.

2. Full-time, 220-day: Employed at least eight (8) hours per day for forty (40) hours per week for a two hundred twenty (220) day work year.

3. Full-time, Nine Month: Employed at least seven (7) hours per day and thirty-five (35) hours per week for nine (9) months per year.

4. Part-time: Employed less than seven (7) hours per day and thirty-five (35) hours per week.

G. Probationary Period

Educational Support Personnel shall be employed on a probationary basis until successful completion of sixty (60) calendar days of continuous employment. This probationary period may be extended for an additional sixty (60) calendar days at the discretion of the employee’s immediate supervisor. Probationary employees are at-will employees subject to immediate termination for any reason and are not eligible for access to the contractual
grievance procedure for any dispute concerning termination. Excepting only sick leave and health insurance, probationary employees are not eligible for any fringe benefits set forth in the Agreement, including but not limited to, personal leave, paid holidays and vacations. Probationary employees are entitled to a prorated amount of allocated sick days during the probationary period and any extensions thereof. Upon successful completion of the probationary period, the employee shall be entitled to seniority retroactive to the date the employee commenced the successfully completed probationary period.

H. While the District retains the right to subcontract, the District agrees that during the term of this agreement it will not subcontract any bargaining unit work.

I. The Board and Association shall not discriminate against or in favor of any employee on account of race, color, religion, national origin, sex, age, marital status, sexual orientation, physical or mental handicap which does not restrict the employee's ability to perform their job duties, political affiliation or activities or membership or non-membership in the Association. If an employee believes that they have been discriminated against by the Association on account of any of the preceding criteria, said employee shall have the right to seek redress through the Illinois Educational Labor Relations Board (IELRB).
ARTICLE II
NEGOTIATION AND IMPASSE PROCEDURES

A. After October 1 of the last year of the Agreement, either party may submit a written request to commence bargaining for a successor agreement. The parties will commence negotiation within sixty (60) calendar days of receipt of the bargaining request. The parties acknowledge the ongoing uncertainty with respect to the State of Illinois and school funding. Possible legislative changes that may impact the parties include revisions to the State Aid Formula, property tax freeze, and a cost shift from the State to local school districts of the normal cost of TRS pension contributions. The parties further acknowledge that any of the aforementioned legislative changes could negatively affect the financial condition of the District. In the event of a legislative or regulatory change that, negatively affects the District's financial condition, including the above examples, the Board may submit a written request to reopen all terms of the Collective Bargaining Agreement for the last year of the Agreement and/or a successor agreement. In this instance, the parties will commence negotiations no later than thirty (30) days after receiving the written request.

B. Each party shall select its own representatives who shall have the necessary authority to make proposals, and sign tentative agreements subject to ratification by their respective constituency.

C. The Board and the Association agree in successor agreements to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, which does not compel either party to agree to a proposal or require the making of a concession.

D. If both parties agree, the Board and the Association will, in a prompt and timely manner, jointly request the services of Federal Mediation and Conciliation Service (FMCS). Should FMCS be unavailable, the parties shall immediately commence discussion as to a mutually acceptable replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board will be notified.

E. When the Association and Board reach a tentative agreement on all matters being negotiated, the items will be put in writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.
ARTICLE III

NO STRIKE PROVISION

The Association agrees they will not take part in, encourage, or support any interruption of service to School District 50 during the life of this contract.
ARTICLE IV
MANAGEMENT RIGHTS

A. It is agreed that the Association will not require the Board to bargain over matter of inherent managerial policy, e.g., standards of services, its overall budget, the organizational structure and selection of new employees and the direction of employees. The Board, however, shall be required to bargain collectively with regard to any changes directly affecting wages, hours, and terms and conditions of employment as well as the impact thereon upon request by Association representatives.

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

1. To the executive management, organization, and administrative control of the District and its properties and facilities, and the assignments of its teachers in relation to their job function during working hours.

2. To direct the work of its teachers, determine the time and hours of operation, and determine the kinds and levels of educational services to be provided and the methods of providing those services.

3. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, discipline, dismissal or demotion; and to promote, assign, and transfer all such teachers except as limited by the specific provisions of this Agreement and The School Code of Illinois.

4. To establish educational policies, goals and objectives; to insure rights and educational opportunities of students; to determine staffing patterns; to determine the number and kinds of personnel required in order to maintain the efficiency of District operations.

5. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; determine the methods of raising revenue; and take appropriate action in the event of an emergency.

B. This list is not meant to be all inclusive of the Board’s management abilities and rights.

C. During the duration of the contract, the Board may add a new extra-curricular position with salaries aligned with the current contract language. The Superintendent will provide notice to the Association President or designee of the new extra-curricular position. The Association reserves the right to bargain the salary and of any new extra-curricular position.

D. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and the laws of the United States.
ARTICLE V
ASSOCIATION AND MEMBER RIGHTS

A. Right to Join

Employees shall have the right to organize, join and assist the Association to participate in negotiations with the employer through representatives of their own choosing and to engage in other lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection.

B. Membership

The District agrees not to encourage teachers to join or discourage teachers from joining the Association. The District and Association agree that no member of the teaching staff shall be discriminated against by reason of his or her membership in the Association or lack thereof.

C. Extra Duty Pay

The Administration will make every attempt to see that non-paid, non-teaching duties are shared equally by teachers within each building. Teachers assigned to early or late bus duty or after school detention supervision which occur before or after the teacher workday set forth in Article III, Section D shall be paid $30.00 per hour, provided such extra-duty assignment extends at least thirty (30) minutes. Additionally, any work completed before or after the contract day or in the summer shall be paid the hourly extra duty pay. Such work will be approved by the Administration and completed on a voluntary basis. Teachers who have worked and earned extra duty pay must submit the hours worked to the Board Office using the necessary form within thirty (30) calendar days of the time worked. If this is not done before the thirty (30) day time limit, the extra duty pay will be forfeited.

Commencing with courses taught in Summer, 2018, certified teaching bargaining unit members will be paid at the rate of $33.00 per hour for teaching summer school, when teachers receive such an assignment.

D. Printing Agreement

The Board shall have a copy of this Agreement posted on the Intranet within forty five (45) days after ratification and execution of this Agreement. The Board will have hard copies of the Agreement prepared and delivered to all new employees. Upon request, the Board shall have hard copies of the Agreement prepared and delivered to current employees. The Association will pay one-half the cost of preparing copies.

E. Teacher-Administrator Relationships

Matters related to Teacher-Board (or Administrator) and Association-Board (or Administrator) relationships shall not be discussed in the presence of students.

F. New Hire

Names of newly hired employees shall be provided to the Association and all District employees electronically within one (1) week following Board approval via the personnel report.
G. Board Agenda and Minutes

The Board shall provide the Association president or designee with a copy of the agenda and approved minutes of all Board meetings. The Board will also post a copy of the agenda of all Board meetings in each school office or staff workroom.

H. Materials Requests

The District shall furnish upon reasonable request all regularly and routinely prepared information concerning the financial condition of the District, including annual financial statement, tentative budget and final adopted budget. Nothing herein shall require the administrative staff to research and assemble information. Such information requested may be reasonable and be the same type of information that any resident of the District may have access to with any attendant charges paid by the Association.

I. Association Information

The Association will furnish copies of any pertinent information as reasonably requested by the Board representatives.

J. Personnel File Items

The following items will be included in each employee’s official personnel file maintained by the District's Central Administration. Other classes of items may be included.

1. All evaluation reports.
2. Notification of re-employment, including salary or wages.
3. Copies of other Agreements made for supplemental duties.
4. Latest official college transcripts, which is the teacher’s responsibility to provide.
5. Teaching certificates.
6. Any other information which could be used as a basis for discipline, reemployment, demotion, promotion, assignment, termination, transfer or determination of an employee’s salary/wages.
7. The Board reserves the right to maintain all records it deems necessary.
8. Other items as determined appropriate by the Administration.

The District reserves the right to assemble the following kinds of personnel file items which may be maintained separately from the personnel file for the Administrative convenience for the District: official transcripts, Teacher’s Certificate, and insurance claims. Grievances shall be maintained separately.

K. Right to Respond

Documents related to employee discipline, evaluation, reemployment, or demotion cannot be maintained in the employee's personnel file unless the employee is provided with a copy of such document. Any disciplinary material maintained in the file shall be filed and dated by the observer and acknowledged by the employee. Disciplinary material includes those items that may result in a change of an employee's working conditions or employment status. The employee shall be allowed to submit a written response to any such document placed within his/her personnel file, provided such response is submitted within fourteen (14) calendar days of receipt of such document. A copy of the employee's written response shall be attached to the referenced document and maintained in the employee's personnel file.
L. Right to Review

Each employee shall have the right upon request to review the contents of their personnel file during the normal working day, during non-duty hours and a minimum of five (5) business days advance request to the Administrative Center. Only that information which is not confidential, does not contain pre-employment data, and/or is not exempt under the Illinois Personnel Record Review Act may be reviewed. During such time the individual wishes to review the file, the Superintendent and/or designee shall be present. If the employee so desires, the employee may have present an HEA representative of choice.

M. Right to Copy

In the event that the employee wishes to have photocopies made of certain items in the personnel file, he/she shall be charged the same rate as established by Board policy for photocopying items under the Freedom of Information Act. Only that information may be copied which is not confidential or pre-employment data received prior to the signing of this Agreement. Upon request, the employee may have copies of all material requested from his/her file furnished to him/her within five (5) business days after the request has been made in writing.

N. Bulletin Boards

For purpose of communications between Association members and their representatives, the association may make reasonable use of the interschool mail system and designated bulletin boards in employee work areas. Any material posted must bear the signature of any Association officer or member and removal date. The Association must furnish copies of any distributed or posted material to the Superintendent and the Building Principal contemporaneous to posting or distribution. The Association shall be responsible for any postage costs incurred by the Board as a result of the distributed materials.

Additionally, Association members, designated by the Association and approved by the Superintendent, shall have the right to use DVDs, copy machines, technology and personal computers, provided approval for their use is granted in advance by the administrator responsible for such equipment and provided further that such employee or Association use of equipment does not interfere with the orderly conduct of the school or the District’s operation. The Association shall promptly pay the cost of all material and supplies upon request.

O. Building Usage

The Association, may upon making the appropriate request, to the Superintendent or designee, on the appropriate District form, utilize school facilities, i.e., classrooms for Association business as long as the Association pays for extraordinary costs associated with such meeting and as long as such meetings do not interfere with the orderly conduct of the school and the school’s business.

P. Association Meetings

Upon advance notice to the Superintendent and building principal involved, a facility will be made available during the school term at 3:45 p.m. for HEA meetings, provided it does not interfere with any District program and causes no expense to the District. The Superintendent and building principals will make every effort not to schedule meetings that interfere with regularly scheduled monthly HEA meetings, except in the event of an emergency.

Q. Hand out Material
Any AFT-IFT information received by the Superintendent shall be delivered to the Association President.

R. Payroll Deductions

Proper authorization for payroll deductions shall be the signature of the employee on an authorization form submitted to the Human Resources Office. Such authorization shall remain effective from year to year unless the employee cancels such authorization by notice in writing to Human Resources Office with 30 calendar days advance notice of such change.

S. Dues Deductions

The Board shall deduct from the pay of each Association member all current membership dues of the Association including the Illinois Education Association and the National Education Association, provided that at the time of such deduction there is in the possession of the Board a continuing membership authorization for dues deductions, executed by the member. The Association shall specify the amount of dues to be deducted from each member's pay for the current school year. Dues authorization shall be in effect for the duration of the Agreement unless written request for revocation is submitted by the employee to the Payroll Office. Upon receipt of a request to revoke dues deductions, the Payroll Office will direct the employee to contact the Association President. Revocation shall become effective thirty (30) calendar days after the notice is given. The Association will be notified of such revocation.

Authorization submitted to the Payroll Office by the fifteenth (15) of any month shall become effective by the first (1) pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association on a monthly basis.

If the Board shall make and remit such deductions as provided above, the Association shall defend and hold the Board harmless from liability including any loss, cost, damage or expense incurred by the Board based upon any such deductions.
ARTICLE VI
PROFESSIONAL QUALIFICATION AND ASSIGNMENT

A. Teachers shall not be required to teach outside the limits of their teaching certificate but may be assigned to any position they are qualified to teach in accordance with The School Code and Illinois State Board of Education Rules. This statement does not refer to the assignment of extracurricular activities.

B. For Educational Support Personnel, the immediate supervisor shall develop a job description for each position covered by the Agreement. Each ESP shall upon request provide input to the immediate supervisor regarding their job duties and qualifications. Each ESP shall receive a copy of their job description. The job description will include at a minimum:

1. Job title and description;
2. Minimum requirements;
3. A specific statement of required tasks and responsibilities normally associated with the position; and
4. The immediate supervisor for the position, including the individual to contact if supervisor is unavailable.

If job descriptions are changed during the term of the Agreement, the Association will be notified of all such changes.

A final copy of the job description approved by the Superintendent shall be provided to the ESP and the Association.
ARTICLE VII
EMPLOYEE PROTECTION

A. Special Absence

Whenever employees are absent from school as a result of personal injury caused by an assault and/or battery arising out of and in the course of their employment, the employee shall continue to receive his/her regular salary for a period of time equal to thirty (30) school days, plus a number of school days equal to their accumulated sick leave days, if needed. Such absence shall not be charged to the employee's annual sick leave. In no event shall the employees receive their salary without working if they are declared physically able to return to work by a Board-designated physician paid for by the Board. Any amount of salary payable pursuant to the employee’s contract shall be reduced by the amount of any worker’s compensation and/or employee’s pension payments for temporary disability due to the said assault and/or battery injury for the period in which such salary is paid.

B. The Board agrees to insure employees against any loss or liability by reason of death, bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board of Education. The Board will reply to such request for legal counsel by the second regular Board of Education meeting following receipt of the request. Such insurance shall be carried in a company licensed to write such coverage in this state. The Board of Education will not honor any claim denied by the insurance carrier.
ARTICLE VIII
WORKING CONDITIONS

A. Building Absence

Teachers may leave their workplace during their planning period provided they obtain prior approval from the building administrator or designee. Teachers will be notified of the designee when the building administrator is absent. The teacher shall leave location and, if possible, a phone number.

B. Extracurricular Activities

1. The District may at its discretion, provide a program of extracurricular activities to supplement the educational program. During the duration of the contract, any new extracurricular position may be added with salaries aligned with current contract language. The HEA reserves the right to bargain over the salary of any new extracurricular positions created by the Board. In-district teachers who apply for extracurricular positions and meet qualifications established for the position shall be considered prior to outside applicants. If the current practice of voluntary assignment of extra duties is changed by the Board, such action shall reopen bargaining for this matter and its impact. No involuntary extra duty assignment shall be implemented until such negotiations have been concluded.

2. The Board shall bargain the yearly compensation (except in the case of a multi-year contract) for each extracurricular position, and the teacher(s) involved shall be notified promptly. The extracurricular salary matrix shall be attached to this Agreement as Appendix B and shall be a part of the Contract. Step advancement on the matrix shall be given only upon completion of the entire assigned season or program; partial completion shall not qualify for step movement unless the Board had assigned the teacher mid-season or mid-program.

3. Extracurricular is defined as an activity that is held predominately prior to or after the work day.

4. The Board has the right to add to, delete or modify the extracurricular job description, and if the change predominately alters the activity, then compensation for the new position shall be negotiated.

C. Class Size

1. The Board and the Association agree that the pupil/teacher ratio is an important part of an effective educational program.

2. The Superintendent shall apply the following criteria, among others, to determine efficient class size:

   (a) The capacity of the teaching facilities and number of adequate teaching stations in a room;

   (b) The appropriateness of the room to the content of the course or purposes to be served and the methods to be employed;

   (c) the general conditions which affect the health, safety, and effective
supervision of the pupils;
(d) the availability of sufficient books, supplies and equipment;
(e) the ability level of the students;
(f) the availability of alternative teaching stations within the building; and
(g) the financial and administrative restraints as determined by the Board of Education.

D. Workday

The teacher workday shall consist of seven and one-half (7 ½) consecutive hours if no assigned duties require earlier or later attendance. Teachers are to arrive at their work location fifteen (15) minutes prior to the building’s scheduled student arrival time. The monthly building staff meeting that follows the Board of Education meeting may occur outside of the regularly-scheduled workday. Teachers are expected to attend this meeting, unless previously agreed to by the building principal. No regularly scheduled meetings will be held on the last day of the work week. Lesson plans will be completed for the next week and shall be available on a daily basis if requested by the Principal.

E. IEP Days

Special education teachers will, upon request to the Superintendent or his/her designee, be granted at least one (1) student-free day per school year to work on individualized educational plans (IEPs) or annual reviews. Additional days shall be designated by the Superintendent or his/her designee after consultation with the special education teachers involved.

F. Emergency Closings – Educational Support Personnel Only

If the Superintendent decides to cancel school due to unforeseen emergency (i.e., adverse weather conditions), employees not directed to report for their assigned shift shall not receive compensation for any emergency closing days, but employees may request personal leave or an earned vacation day for such emergency days. If twelve month employees arrive at work within 2 hours of normal starting time on these days, they will receive compensation for the day (i.e., there will be no reduction in compensation corresponding to the delayed start). If the Superintendent decided to impose a late start due to unforeseen emergency, employees will be paid for their entire original shift (i.e., there will be no reduction in compensation corresponding to the late start).

If the Superintendent closes school early and releases bargaining unit employees after their assigned shift has commenced due to an emergency, employees subject to early dismissal shall receive compensation for their full assigned shift. If the superintendent closes school and releases bargaining unit employees after bargaining unit employees have reported to work but have not yet commenced their assigned shift, employees shall receive two (2) hours compensation at their regular hourly wage rate.

If the District decides to use an emergency closing day (based on inclement weather) as a remote instruction day, all employees will receive their regular compensation regardless of whether they are permitted to work remotely or are required to report for in person duty.
G. Lunch Period – Educational Support Personnel Only

Each bargaining unit employee who is regularly assigned to work at least six (6) hours per day shall be allowed a minimum unpaid lunch period of thirty (30) minutes. The employee’s lunch period shall be scheduled in advance and pre-approved by the employee’s supervisor subject to supervisor’s assignment of available personnel and maintenance of continuity of the District’s operations. The employee’s lunch period shall occur within the first five (5) hours of the employee’s shift. Employees are required to take their assigned lunch period and may not voluntarily choose to work through lunch absent advance written/email approval from the employee’s supervisor.

H. Rest Period – Educational Support Personnel Only

An employee who is scheduled to work six (6) or more hours per day shall receive two ten (10) minute breaks. An employee who is scheduled to work at least four (4) hours and less than six (6) hours shall receive one ten (10) minute break. The employee’s supervisor shall have the authority to schedule the employee’s break at a time that, in the supervisor’s discretion, promotes effective operation of the District’s schools. Employees must be at their work site at the beginning and end of the rest period. If an employee is scheduled to work more than eight (8) hour day, they shall receive three (3) ten (10) minute breaks.

I. Procedure For Public or Parental Complaints Against Employees

Employees will be given electronic or written notice of complaints filed against them with administration within 10 (ten) business days.
ARTICLE IX
EMPLOYEE BENEFITS

A. Vacations – Educational Support Personnel Only

1. Credited Days

Full-time, twelve-month employees are granted paid vacation days as follows:

After one (1) year of service in the District: (10) days

After six years of full-time, twelve-month service: (15) days

A full-time employee employed on less than a twelve month basis (i.e., 200 day, nine (9) month, or 220 day) who is transferred to a full-time twelve month position will receive credit for consecutive years of service in the employee’s less than twelve-month position at a rate of one (1) year credit for every two (2) years of service up to a maximum of six (6) years of credit.

Employees employed after July 1 will have vacation leave prorated according to their initial date of employment.

2. Use of Vacation Days

Vacation time cannot be accumulated from year-to-year. Vacations must be pre-approved by the employee’s supervisor and be taken each year between the dates falling one (1) week after school closes for the summer recess and one (1) week before school reopens in the Fall. The Superintendent may grant exception to the rule provided the employee requests such in writing. Employees may request to utilize one (1) week or less of their vacation allotment during Christmas or Spring break subject to prior administrative approval. Vacation days may be used in half-day and full-day increments.

B. Holidays – Educational Support Personnel Only

Employees shall receive an allotment of paid holidays, consistent with the holiday schedule approved by the Board on an annual basis, as follows:

1. Full time, Twelve Month: Fourteen (14) days.
2. Full time, 220-Day: Ten (10) days.
3. Full time, Nine Month: Seven (7) days
4. Part-time: Seven (7) days

The Board reserves the right to designate an alternative date for the scheduled holiday on the calendar or, alternately, to waive the holiday and compensate employees otherwise entitled to holiday pay for the holiday subject to the waiver.

C. Payroll Deductions

Upon notification to the Payroll Office, any employee who has completed a properly executed contract with an authorized agent may have bi-weekly deductions made for contributions to Great Lakes Credit Union.

The Association agrees to defend and indemnify the Board against all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action or inaction taken by the Board pursuant to this section.
ARTICLE X
TEACHER EVALUATION

A. The parties agree that the teacher evaluation process will be set forth in the District’s “Teacher Evaluation Plan” which will be maintained in accordance with the Illinois School Code as amended by the “Performance Evaluation Reform Act of 2010.” The parties agree that in order to maintain and improve the quality of education in District 50, the Board must make full use of its prerogative during the probationary period. The probationary period is the time set aside for the Board to select who it considers the best person for the position.

B. The Board and the Association recognize that the basic purpose of evaluation is to improve instruction and the effective operation of the total school. The evaluator’s major concern shall be in, but not limited to, the following areas of instruction with emphasis on subject matter, class preparation, methods of instruction, knowledge of learning, pupil participation and reaction, pupil-teacher relationships, effectiveness and cooperation in department and school activities, and self-improvement, initiative, and growth. It is therefore understood that a formal classroom evaluation will be a part of the total evaluation process. The Administration will designate the person or persons who shall be responsible for the evaluation of teachers.

C. Consistent with the District’s Teacher Evaluation Plan, probationary teachers shall have formal observation conferences with their instructional supervisor at least two (2) times each year. The first formal classroom observation shall take place during the first three (3) calendar months. The second observation shall take place no sooner than thirty (30) calendar days unless mutually agreed upon. A teacher’s formal observation must be based on factual, observed evidence.

D. The evaluation conference should include a discussion of a written evaluation including strengths, weaknesses, and suggestions for improvement provided by the evaluator. The teacher will sign copies of the written evaluation. If the teacher feels the formal written evaluation is incomplete, inaccurate or unjust, the objection may be put in writing and attached to the evaluation report to be placed in their personnel file. This rebuttal shall be submitted to the Administration within ten (10) business days of receipt of the written evaluation. If a teacher feels that an evaluation is incomplete, inaccurate or unjust, the teacher may have, upon request, an additional classroom observation within thirty (30) days. A teacher cannot prevent the completion of his/her evaluation by requesting this additional observation. If the teacher does not provide sufficient advance notice, as determined by the evaluator, to allow the evaluator to conduct the additional observation before the evaluation must be finished for purposes of the sequence of dismissal (SOD) list, the additional observation will be conducted outside of the evaluation and will not factor into the teacher’s evaluation rating.
ARTICLE XI
TRANSFERS, VACANCIES, PROMOTIONS

A. Promotions

The Board shall have the sole responsibility to select and promote employees to positions outside the bargaining unit as defined in this Agreement. Promotions are defined here as being changes to a supervisory capacity. Supervisory capacity is defined as those individuals whose positions require them to perform in an administrative or policy-determining capacity.

B. Teacher Requests

Teachers wishing to be considered for building, subject, or grade-level transfers or promotional positions should notify the office of the Superintendent by March 1 of each year indicating the reason for requesting the transfer or promotion and the school and/or position desired. Said notification shall remain in effect until the beginning of the next school year. Approval of the building principal involved is a prerequisite for such transfer. Any denial shall contain the reason(s) for such denial and shall be in writing and shall be given to the teacher within ten (10) business days.

C. Notice of Involuntary Reassignment

Whenever possible, notice of involuntary reassignment shall be given to the employee no later than the end of the school year by the Superintendent, the principal or supervisor under whom the employee was assigned prior to this reassignment. An employee shall be granted a conference with their supervisor to discuss the reassignment if the affected employee requests it in writing or via email within five (5) days of the notification.

D. Notice of Teacher Schedules

The Administration shall notify teachers of their program before the end of the school year. However, changes in a teacher’s schedule may be made and that change will prompt a consultation with the affected teacher, providing the teacher is reasonably available for such consultation. Teachers affected by an involuntary transfer or change in schedule shall be released by the Board from their contract if so requested.

E. Notice of Vacancies

The Board shall determine, in its sole discretion, whether a vacancy exists. The Board and Administration agree to give notice of all vacancies as soon as they occur. The Board and Administration also agree to give notice of all new positions as soon as they are approved by the Board. Such notices of vacancy shall be posted during the regular school term in each faculty and staff lounge, the Superintendent’s office, and emailed to all faculty and staff. Such notice shall indicate date of posting and will be posted internally for two (2) business days before posted externally.

F. Determination of Reassignment – Teachers Only

When an involuntary transfer or reassignment is recommended by the Administration, a teacher’s area of competence, major or minor field of study, length of service in the Harvard School District, length of service in a particular school, performance rating evaluation, and
experience in a particular subject area or grade level, or administrative directives, shall determine which teacher is to be reassigned.

G. Meeting with Administration – Teachers Only

An involuntary transfer or reassignment may be made. As an initial step prior to the involuntary transfer or reassignment, the Principal will meet with the teacher subject to transfer. The teacher may have no more than one representative present at such meeting. In the event of summer, registered mail sent to the teacher’s last known address shall constitute notification. In the event that a teacher objects to the transfer or reassignment, upon request of the teacher, the Superintendent and the principal involved shall meet with the teacher. The teacher may have no more than two (2) representative(s) present at such meeting.

H. Length of Continuing Service List – Teachers Only

Consistent with Section 24-12 of the Illinois School Code, the Administration shall provide the Association President at least seventy five (75) days before the end of the school term, a list showing the length of service in the District of each teacher. The list will also be distributed to all teachers via e-mail. Any teacher who objects to their placement on the list must notify the Superintendent in writing within thirty (30) calendar days of the posting of the list or waive the right to challenge the list for that school year.

I. Definition of Seniority – Educational Support Personnel Only

“Seniority” shall be defined as follows:

Length of continuing service in the School District; provided, however, that leave of absence shall not constitute an interruption or break in continuing service for seniority purposes but unpaid leaves of absence shall not be counted in determining seniority.

Probationary employees shall not be entitled to seniority during the probationary period. Upon successful completion of the probationary period, seniority shall be calculated from the employee’s initial hire date.

J. Seniority List Procedures – Educational Support Professional Only

The Board shall prepare, maintain and post the seniority list which indicates the seniority credits for each full-time and part-time bargaining unit employee. A copy of the seniority list shall be distributed to all education support personnel and the Association President by February 1 via e-mail.

Each employee shall have twenty (20) days from the date of posting to file specific written objections with the Superintendent to the information contained in the list. Failure of the employee to make a timely objection shall be deemed to be an acceptance of their placement on the seniority list and the employee shall be prohibited thereafter from challenging the employee’s seniority credits or ranking until the posting of a seniority list in the following year.

K. RIF Reduction of Personnel – Teachers Only

If removal or dismissal occurs as a result of a decision of the Board to decrease the number of teachers employed or to discontinue some particular teaching service, dismissal and recall will be in accordance with Section 24-12 of the Illinois School Code.
1. The Sequence of Dismissal List: Consistent with Section 24-12 of the Illinois School Code, the Administration shall provide to the Association President a copy of the list showing each teacher by name and categorized by position and by the four groupings defined by Section 24-12 for the sequence of dismissal at least seventy five (75) days before the end of the school term.

2. Any teacher dismissed as a result of such decrease or discontinuance shall be paid all earned compensation on or before the third business day following the last day of pupil attendance in the regular school term.

3. If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the position thereby becoming available shall be tendered in inverse order to the teachers so removed or dismissed who were in grouping 3 and 4 and teachers eligible for recall in grouping 2 (as defined in Section 24-12 of the Illinois School Code) on the sequence of dismissal list so far as they are legally qualified and certified to hold such positions. Such certification and qualifications must exist at the time of recall.

4. Teachers not eligible for recall in grouping 2 (as defined in Section 24-12 or the Illinois School Code) and teachers in grouping 1 shall not have recall rights.

5. An employee’s failure to respond affirmatively within fifteen (15) calendar days after receipt of the Board’s letter of re-employment, sent by certified mail to the employee’s address on file with the Board, shall result in the termination of the employee’s right of recall hereafter.

L. Reduction in Force- Educational Support Personnel Only

In the event of a reduction-in-force affecting bargaining unit employees, the Board shall first dismiss the employee with the least seniority within the affected category of position provided the employees not subject to dismissal are qualified to fill the position remaining in the category after the reduction-in-force. If the unaffected employees are not qualified to the remaining positions, the Board shall first dismiss the least senior employee who is not qualified to the remaining positions rather than the least senior employee in the category.

If the least senior employee has the same seniority as defined in Article XI- I of this Agreement, the following factors shall be utilized as seniority tie-breakers in the sequence listed.

1. Total District Services;
2. Years of service in the same job category;
3. Hourly wage rate
4. Lottery

Employees who are removed or dismissed for such reasons shall receive a written notice of honorable dismissal. Employees who are removed or dismissed for such reasons shall receive notice of honorable dismissal in accordance with Section 5/10-23.5 of the Illinois School Code.

M. Recall Procedures – Educational Support Personnel Only

If any vacancy occurs for the following school term or within one calendar year from the beginning of the school term following the reduction-in-force, the Board shall offer the
vacant position to the employee with the most seniority on the recall list who was dismissed from the same category of position or another category of position and is qualified to hold the position. To be "qualified" for a position, an employee must meet the job description requirements for the position at the time of recall. An employee's failure to maintain the necessary qualifications for a particular position will result in a waiver of recall rights to any vacancy arising in such category of position during the recall period. Any recalled employee shall retain their previously accumulated seniority, but shall not accrue additional seniority for the period after the honorable discharge and prior to re-employment.

To be eligible for recall, an honorably dismissed employee must provide to the Board, in writing, the address where the employee may be reached. The employee must also notify the Board within five (5) business days of the employee's receipt of the notice of acceptance of any vacant position offered to the employee during the recall period. The employee's failure to notify the Board of any acceptance of any vacancy shall constitute rejection of the offer of employment. An employee who rejects an offer of an available position in any category of position in which they are qualified shall be deemed to have waived their recall rights under Section 5/10-23.5 of The School Code and will no longer be eligible for any other vacant positions that become available during the recall period.

N. Application Process – Educational Support Personnel Only

Employees may apply for a vacancy by submitting a written application to the designated supervisor in accordance with the timeline established in the posted notice.

O. Interview Process – Educational Support Personnel Only

Qualified employees who apply for a vacancy will be granted an interview, and interviewed applicants will be informed when the position is filled.
ARTICLE XII
LEAVES

A. Sick Leave

1. Teachers. The Board will grant teachers fifteen (15) sick leave days per year, the unused portion of which shall carry forward from each year to the next without limit.

2. Educational Support Personnel

   At the beginning of each contract year, full-time educational support personnel shall be credited with paid sick leave in an annual allotment as follows:

   a. Full-time, Twelve-Month: fifteen (15) days;

   b. Full-time, 220-Day: fifteen (15) days;

   c. Full-time, Nine-Month: twelve (12) days;

   Part-time employees shall receive twelve (12) paid sick leave days per year. Notwithstanding the above provision, employees who receive fifteen (15) sick leave days per year as of the date of this Agreement is executed shall continue to receive fifteen (15) days per year. Unused sick leave shall be cumulative to two hundred forty (240) days or IMRF maximum, whichever is less. Each employee shall receive paychecks which set forth the employee’s total accumulated sick leave. Sick leave shall be usable in the same units as earned (i.e., persons working half-time shall earn half-time sick days).

3. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family, for purposes of this section, shall include parents, step-parents, spouse, domestic partner, brothers, sisters, children, step-children, grandparents, grandchildren, parents-in-law, sons-in-law, daughters-in-law, sisters-in-law, brothers-in-law, aunts, uncles, nieces, nephews and legal guardians. As used herein, “serious illness” shall mean a medical emergency or life-threatening situation.

   In compliance with Section 24-6 of the Illinois School Code, sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. Teachers and other employees to which this section applies are entitled to use up to 30 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Paid sick leave because of the birth of a child may be used absent medical certification for up to 30 working school days, which days may be used at any time within the 12-month period following the birth of the child. The use of up to 30 working school days of paid sick leave because of the birth of a child may not be diminished as a result of any intervening period of nonworking days of school not being in session, such as for summer, winter, or spring break or holidays, that may occur during the use of the paid sick leave.
For paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care, the District may require that the employee provide evidence that the formal adoption process or the formal foster care process is underway, and such sick leave is limited to 30 days. Paid sick leave for adoption, placement of adoption, or the acceptance of a child in need of foster care need not be used consecutively once the formal adoption process or the formal foster care process is underway, and such sick leave may be used for reasons related to the formal adoption process or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, in addition to using such sick leave upon taking custody of the child or accepting the child in need of foster care.

4. In the event of death of relatives or friends other than as listed above, the employee may utilize sick leave for bereavement purposes. Any sick leave taken for bereavement purposes shall be deducted from the employee’s sick leave allotment.

5. No more than two (2) days of sick leave per year may be granted in the event of a death of relatives or friends other than as listed above.

B. Personal Leave

1. The Administration will grant two (2) personal leave days at full pay without reason with administrative approval from the employee’s immediate supervisor. These days cannot be used immediately before or after a school holiday.

The Administration must be given prior notice of seven (7) calendar days or three (3) school days, except in the case of emergency.

Personal leave shall be usable in the same units as earned (i.e. person working part-time shall earn half-time personal leave days) and may be used in half-shift or full-shift increments.

2. The Administration may grant personal leave days at full pay with reason and administrative approval before or after a school holiday, provided, however, administrative approval shall not be granted where the teacher seeks to use any such days to extend a vacation.

3. Personal leave days may be used on consecutive days provided the employee complies with the advance notice requirements set forth in subparagraph 1 above and provided further that such days are not scheduled immediately before or after a school holiday used to extend a vacation.

4. Unused personal days will annually roll over into sick days. Any teacher who had elected to receive reimbursement for unused personal days prior to June 30, 2012, are grandfathered and shall receive reimbursement for unused days for the length of their employment in the District.

C. Professional Leave – Teachers Only

In order to encourage professional development of District 50 employees and to facilitate state requirements for recertification, teachers are entitled to one (1) professional day. The professional development is to be selected as a part of a collaboration process – between the teacher and the teacher’s supervisor, consistent with the District’s Teacher Evaluation Plan. The Administration must be given prior notice of seven (7) calendar days or three (3)
school days. Professional leave days must have administrative approval. Professional leave
days shall be at full pay and shall not be deducted from the employee's personal or sick
leave benefits. Professional days will not accumulate, nor be carried forward from year to
year, nor reimbursed. The Board will not reimburse pre-approval expenses, such as fuel and
mileage, directly related to the professional leave days.

D. Jury Duty

Any employee who is summoned and serves on jury duty will continue to receive full salary,
except that the employee must remit or the Board may make a deduction equal to the
amount of any fees or compensation received for such duty, except for mileage
reimbursement and meal expenses.

E. Employee Subpoena

Employees subpoenaed to testify during school hours in any judicial or administrative
matter related to the capacity as an employee or in any arbitration hearing pertaining directly
to the Harvard School District shall be paid their salary for such days used. The Association
will pay the substitute’s fee for an employee if such are subpoenaed to testify during school
hours in any judicial action by the Association or in any arbitration hearing pertaining directly
to District 50. Reasonable advance notice shall be given to the Administration.

F. Leave of Absence

The Board may grant in its discretion a leave of absence of a maximum of one (1) school
year to tenured teachers or educational support personnel upon reasonable prior
notification. The number of employees approved for such unpaid leaves shall not exceed
more than three (3) employees per year. The leave shall be without pay. To the extent
permissible by the District’s insurance carrier, the employee may continue to participate in
the District’s health insurance program by paying the entire premium for the coverage
desired in advance on a monthly basis provided, however, the employee’s obligation to pay
the entire monthly health insurance premium amounts shall not commence until after the
expiration of any Board-approved FMLA leave of absence. An employee on an approved
leave of absence must notify the Superintendent in writing no later than March 1 of their
intention to return to duties for the next school year. The employee’s failure to provide such
notice shall be deemed a resignation of employment with the District. Employees returning
from leave shall be restored to a position, or to a position for which they qualify. The teacher
shall not lose tenured status. The period of leave shall not count for seniority purposes or
step movement on the salary schedule or wage matrix.

G. Parental Leaves

Employees who are pregnant, have a spouse (as defined by FMLA regulations) or partner in
civil union (as defined in Illinois law) who is pregnant or who are adopting a child and wish
to apply for parental leave of absence without pay shall make a written application for the
leave with the Superintendent no later than forty-five (45) calendar days prior to the date that
the leave is to commence. The leave of absence shall be for a fixed period, mutually agreed
upon by the employee and the Superintendent, but not to exceed one (1) calendar year in
duration. Final disposition of the employee’s request shall be determined by the Board of
Education.
Disabilities 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 days to the extent that the employee has them available. The need for substantial employee sick leave prior to the parental leave commencing may indicate an extended disability. A physical by a physician mutually agreed upon by the Superintendent and the employee and at the District’s expense may be required of the employee in order to substantiate the employee’s ability to continue to teach.

Sick leave benefits in relation to parental leave shall be subject to the following:

1. No Parental Leave Requested by Employee

   Employees who have not applied for a parental leave may continue to use sick leave benefits for parental-based disability to the extent that they have sick leave available and such is consistent with state and federal law and this Agreement. When an employee exhausts available sick leave, the employee thereafter shall be docked one/hundred eighty-fifth of annual salary for each day of absence due to parental-based disability.

2. Advanced Parental Leave Request by Employee

   Where an employee has applied for and has been granted a parental leave to commence at some future date but who becomes parental-based disabled prior to the date the parental leave is to commence, that employee shall have the following options:

   a. Employees may withdraw the request for parental leave in order to use sick leave for parental-based disability in accordance with “1” above; or

   b. Employees may elect to commence parental leave immediately (the ending date to remain as agreed upon) thereby forgoing their right to sick leave benefits for the duration of the leave.

3. Parental Leave as Scheduled

   The employee begins the parental leave on the mutually agreed upon date. All sick leave benefits shall cease during the parental leave of absence without pay and shall be available again only when the employee returns to active employment.

   Tenured employees who are granted parental leave shall retain all tenure rights (as governed by the School Code) and seniority upon return, but the period of leave shall not count for step movement on the salary schedule or accumulated seniority accrual.

   At the conclusion of the parental leave of absence, the employee may be required to provide a physician’s statement indicating fitness to resume employment in the District. The purpose of this subsection is to deny employees the right to couple extended parental-based sick leave usage with parental leaves of absence without pay.

   Where an employee opts for 2b above, the Board may, upon request and mutual agreement, alter the previously agreed upon date for return from parental leave.
Notwithstanding any of the parental leave provisions/procedures; the Board agrees to comply with the requirements of the FMLA.

H. Association Leave

The Board shall provide the Association twelve (12) days (twenty four (24) half days) in the aggregate, not cumulative, per school year of released time for the handling of Association business. The Association will reimburse the District for the substitutes’ pay. The Association will provide reasonable notice to the Superintendent or designee. Employees may take Association business leave days with pay, provided the Association reimburses the District for the cost of the substitute.

I. Release Time for Association President

The Association President shall be given a reduced teaching load, equivalent to one preparation period per day at grades sixth (6th) through eighth (8th) or one preparation period per every other day at grades ninth (9th) through twelfth (12th), without reduction in salary and benefits. Should the Association President be a teacher from the elementary level or educational support personnel, the Board of Education or designee and Association shall meet to determine the manner in which such released time shall be provided. The Association President’s release time will be used to conduct Association business as it pertains to contract implementation and/or contact with administrations, teachers and others concerned with the operation of the schools. Should the Association elect or appoint more than one president, the Association shall select the single individual who is to receive release time and notify the Superintendent of same within 30 calendar days of the election or appointment of multiple presidents.

In addition to the above release time, the Association President shall be allowed to utilize Association Leave, as described in Section H of Article XII.
ARTICLE XIII
EMPLOYEE DISCIPLINE – EDUCATIONAL SUPPORT PERSONNEL ONLY

A. Employee Offenses

The following is a representative list of employee actions and incidents of unsatisfactory performance or conduct which warrants consideration for discipline, including dismissal, suspension, or demotion of employment. The list shall include, but is not limited to, the following:

1. Conviction of a criminal act;
2. Disorderly or immoral conduct;
3. Incompetence or inefficiency
4. Insubordination;
5. Use of alcoholic beverages while on duty;
6. Use of illegal drugs while on duty;
7. Neglect of duty;
8. Negligence or willful damage to public property or waste of public supplies or equipment; or
9. Assault upon supervisory personnel, students, or other employees.

B. Notice of Discipline

In a disciplinary case, a verbal warning will be given to the employee by the supervisor. If a problem persists, a written warning will be given to the employee by the supervisor. It is expressly understood that the Board or its administrative designee may bypass the verbal and written warnings if the employee's offense so warrants. No employee shall be dismissed or suspended unless there is served upon the employee a written notice of dismissal or suspension, stating the reason for the dismissal or suspension, except that an employee may be discharged or suspended without warning when the health or safety of students or District employees may be endangered by the continued presence of the employee. Only discipline resulting in discharge or suspension without pay shall be subject to the arbitration provisions of the grievance procedure.

C. Investigatory Conferences

An employee may be required to appear before the Board or any administrator at an investigatory or pre-disciplinary conference to review facts related to an incident of alleged employee misconduct. An employee subject to any investigatory or pre-disciplinary conference shall be allowed Association representation upon request.
ARTICLE XIV
COMMITTEES

A. Calendar Committee

A committee not to exceed twelve (12) in number shall be created, one-half (1/2) appointed by the Superintendent or designee and one-half (1/2) appointed by the Association President, to study and recommend the calendar for each school year. Decisions of the committee shall be by majority vote of the full committee. The recommended calendar shall be submitted to the Board of Education in two-year increments on or before January 15 of each school year. The Board has full authority and discretion to accept or reject the committee’s recommendations.

B. Labor Relations Committee

The Labor Relations Committee shall meet as needed to discuss areas of concern. Dates and times of the meetings shall be established at the start of each school year by the Superintendent, Board President, HEA President or their designees. The Labor Relations Committee shall consist of the Superintendent or designee, two Board members, and three HEA members. An agenda shall be established by and shared with all committee members at least 48 hours prior to the meeting. The agenda shall be determined by the Superintendent and the HEA Labor Relations Committee chairperson. Minutes will be taken by the secretary of the Board office, and made available to the HEA and Labor Relations Committee chairperson. Meeting highlights will be developed by the committee as a whole at the conclusion of each meeting and distributed to all certified staff.

C. Co-Curricular Committee

A committee not to exceed eight (8) in number shall be created, one-half (1/2) appointed by the Superintendent or designee and one-half (1/2) appointed by the Association President, to consider all classifications of co-curricular activities to determine if any change is recommended. Decisions of the committee shall be by majority vote of the full committee. Any recommendations for change shall be submitted to the Board of Education on or before February 15 of each year. Each recommendation submitted to the Board of Education shall include a rationale for the recommendation and shall be clearly prioritized in comparison to all recommendations submitted. The Board has full authority and discretion to accept or reject the committee’s recommendations.

D. Insurance Committee

A joint committee comprised of three (3) Administrative representatives, three (3) HEA representatives, and one (1) related services representative shall meet to review the District’s group health insurance coverage. Recommendations of this committee shall be submitted to the Board for consideration and approval.
ARTICLE XV
GRIEVANCE PROCEDURE

A. Definitions

A claim by an employee that there has been an alleged violation, misrepresentation, or misapplication of the terms and conditions of this Agreement constitutes a grievance.

B. Grievance Requirements

Every employee covered by this Agreement shall have the right to present grievances in accordance with these following procedures. The written information contained in the final grievance shall include:

1. A description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance.

2. A listing of the provisions of this Agreement which are alleged to have violated or misapplied.

3. A listing of specific actions requested of the Administration which will remedy the grievance.

C. Time Limits

No grievance shall be entertained or processed unless it is submitted within fifteen (15) days after the event or occurrence giving rise to the grievance or within fifteen (15) days of the date the grievant should reasonably have known of such event or occurrence. For purposes of this Article, “days” shall be defined as “business days”. Time limits may be extended only by mutual written agreement of the parties.

D. Procedure

Dates, time, and place of hearing and conferences held under this procedure shall be mutually agreed upon.

The failure of an employee or the Association to act within the time limits will act as a bar to any further appeal, and an administrator’s failure to render a decision or meet within the time limits set forth shall permit the employee or Association to precede to the next step. Time limits may be extended only by mutual agreement.

1. Informal Step

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the aggrieved and the Principal/immediate supervisor or whoever the grievance is against. At this meeting, a local Association representative is entitled to be present if requested by the employee.

2. First Step

The grievance must be filed at the first step within fifteen (15) days after the event or occurrence giving rise to the grievance or within fifteen (15) days of the date the grievant should reasonably have known of such event or occurrence. The grievant shall submit the grievance to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance.
The meeting with the Principal/immediate supervisor, or appropriate District representative, will take place within ten (10) days of the receipt of the written grievance. The Principal/immediate supervisor, or appropriate District representative, who has the authority to make a decision on the grievance, shall make such a decision and communicate it in writing within ten (10) days after the meeting to the teacher, Superintendent, and Grievance Committee Chairperson.

3. Second Step

In the event a grievance has not been satisfactorily resolved at the first step, the aggrieved employee, or the Association designee, will file within ten (10) days of the receipt of the Principal’s/immediate supervisor’s written decision or answer at the first step a letter to the Superintendent to requesting a meeting.

Within fifteen (15) days after such written grievance is received by the Superintendent, the aggrieved, an Association representative, the Principal/immediate supervisor, and/or the Superintendent and/or designee, will meet to resolve the grievance. The Superintendent will file an answer in writing within ten (10) days from the second step grievance meeting with copies to the employee, Principal/immediate supervisor, Association President, and the Grievance Committee Chairperson.

4. Third Step

If the grievance is not resolved satisfactorily to the Association and the grievant after the second step, there shall be a third step of impartial binding arbitration. The Association must submit in writing within thirty (30) days of the Superintendent’s second step response, a demand for arbitration to the American Arbitration Association.

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

All expenses incurred for the arbitrator’s fee shall be shared equally by the Board and the Association. It is understood that such expenses will be limited to the arbitrator’s fees. Any legal expenses incurred should be paid for by the party engaging the legal counsel. Each party shall pay for their own expenses as they occur.

If either party requests a transcript of the proceedings, that party shall bear the full cost for the transcript. However, if the arbitrator requests or requires a copy of the transcript, the parties shall share equally the cost of transcript. If only one party requests postponement of the arbitration hearing, that party shall bear the arbitrator’s cancellation fee, if any, as a result of the postponement.

E. Bypass

If the Association and Superintendent mutually agree, any step of the grievance procedure may be bypassed.
F. Association Participation – Employee Represented

The Board acknowledges the right of the Association’s local grievance representative to participate in the processing of a grievance.

G. Release of Information

The Board shall make available to the Association any information that can be readily obtained and pertains to the grievance.

H. Released Time

Employees or Association representatives attending a grievance step meeting or arbitration hearing during their regular work hours, and whose attendance is necessary or required, shall be released from duty without loss of pay or benefits. Such release time shall be subject to approval of the Superintendent.

I. Class Grievance

Class grievances involving two (2) or more employees may be initially filed by the employees at Step 2.

J. Grievance Withdrawal

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

K. Election of Remedies

If the Association and/or employee file a complaint in any court of competent jurisdiction or in any administrative law forum, other than 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.

L. Arbitrator’s Powers

1. Insofar as such arbitration is limited to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. The arbitrator shall not have the power to add to, subtract from, alter, or modify in any way, any of the terms or conditions of this Agreement. It shall be the function of the arbitrator, after due investigation, to make decisions in cases of alleged violation of specific provisions of this Agreement.

The Arbitrator shall have no power to rule on any of the following:

(a) The termination of services or failure to re-employ any probationary teacher.

(b) Any matter involving the results of teacher evaluation.

(c) Any claim or complaint to which there is another remedial procedure or forth-established law or regulation.

2. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment payments.

3. The arbitrator shall not have the power to change any practice, policy or rule of the Board except when such specific language is in conflict with this agreement.

4. The arbitrator’s powers shall be limited to deciding whether the Board has violated the expressed Articles or Sections of the Agreement, and shall not imply obligations
and conditions binding upon the Board from this Agreement, it being understood that any matter not specifically set forth herein remains in the reserved right of the Board.

5. Any grievance or claim which arose prior to the effective date of this Agreement shall not be processed and is not covered by this Agreement.

M. No Reprisals Clause

No reprisals shall be taken by the Employer against any Employees because of the Employee's participation or refusal to participate in a grievance.
ARTICLE XVI
DISTRICT RETIREMENT OPTIONS

A. Retirement Incentive Plan – Teachers Only

Option 1

1. Full-time (and part-time) teachers may be eligible for the District’s Retirement Incentive Option 1, provided they meet each of the following requirements:

(a) Be at least 55 years of age upon retirement in accordance with TRS requirements and have at least thirty-five (35) years of total TRS service credit with at least twenty (20) years of service to District 50. Out-of-district service credit will be given on the basis of one year credit for every three years of out-of-district service. No fractions or rounding of years will apply. Maximum out-of-district credit is five years. Part-time service will count toward the twenty (20) full years on a pro-rata basis. The teacher may utilize up to 340 days of unused sick leave towards two (2) years credit time, which do not need to have been accrued to District 50.

(b) Submit an irrevocable notice of retirement and application for retirement incentive participation to the Board of Education no more than three and a half (3.5) years prior to the date of retirement. Said application must be submitted by December 1, and accepted by the Board prior to the expiration of the term of this Agreement and three years prior to January 1 of the teacher’s year of retirement.

(c) Must be eligible to receive regular pension benefits through the Teachers’ Retirement System of the State of Illinois within six (6) months of the last day of contributing service.

(d) Teacher must cause no TRS penalty or excess salary increase contribution to the District.

2. In reviewing a teacher’s application for retirement under the District’s Retirement Incentive Plan 1, the Board of Education shall consider the following criteria:

(a) Limit eligibility to those full-time and part-time teachers who have met a through d. above.

(b) Limit the number of teachers who may retire under this Plan in any year to 30% of those teachers eligible to participate. The Board reserves the right to increase the percent of teachers who may retire under this Plan. The Board’s exercise of the right to increase the percentage limitation shall not be deemed to act as a waiver of the 30% limitation in any other year. When the computation of the 30% of teachers eligible to participate results in a fractional number, the fraction shall be deemed to represent one (1) teacher.

(c) Determine the order of participation among applicants in retirement on the basis of seniority in the service of the School District. Seniority will be defined as continuous full-time or part-time employment in the service of the Board. Full-time shall be defined as teachers employed at least five (5) clock hours per day, daily. Part-time shall be defined as teachers employed less than full-time whose services are expected to be rendered for a full and complete school term. Periods of leaves of absence shall not interrupt continuous
service, but shall not be counted in determining the length of service for purposes of seniority. The closing date at which the Board shall compute seniority shall be February 1, immediately prior to the date of retirement.

3. Teachers who receive Board approval of their application for retirement incentive Option 1 shall be eligible to receive the following benefits:

(a) Health Insurance: The Board will reimburse any teacher retiring from the District under Option 1 for the premium cost incurred by the teacher to a maximum of $12,500 for employee or employee and dependent health insurance coverage under the TRS health insurance plan. The Board's obligation to contribute towards TRS health insurance coverage for said retiree shall cease immediately upon the teacher's eligibility for Medicare coverage or the teacher's election of any coverage other than the TRS health insurance plan.

(b) Salary Retirement Bonus: Teachers who qualify for the retirement bonus under Option 1 and who provide an irrevocable notice of retirement three and one-half (3.5) years before the effective June 30th date of retirement shall receive three years of annual creditable earnings increases of up to six percent (6%) over the previous year's creditable earnings to a total maximum of Ten Thousand Dollars ($10,000) plus the required TRS contribution. Teachers who receive the retirement salary bonus will remain eligible for annual salary or lane percentage increases and the retirement salary bonus will be added to that increase such that the teacher's total annual creditable earnings increase is 6%. In no circumstance will a teacher receive more than a combined total 6% increase in annual creditable earnings.

To the extent permitted by TRS, any amount of a bonus that exceeds the annual 6% cap shall be added to the insurance reimbursement account set forth in Section A.3.(a) above. In no event shall such amount be paid in cash.

(c) Sick Leave: The Board will recognize up to 340 days accumulated sick leave credit for TRS purposes. The sick leave days must be granted far enough in advance of retirement so that if necessary, they would be available for use.

Option 2

4. Full-time and part-time teachers may be eligible for the District's Retirement Incentive Option 2, provided they meet each of the following requirements.

(a) Be at least sixty (60) years of age upon retirement, or during the calendar year of retirement in accordance with TRS requirements.

(b) Have at least twenty (20) years of service to District 50. Out-of-district service credit will be given on the basis of one year credit for every three years out-of-district service. No fractions or rounding of year will apply. Maximum out-of-district service credit is five years. For example, if a retiree had 18 years of out-of-district service, they would receive only 5 years of credit. The teacher may utilize up to 340 days of unused sick leave towards two (2) years of credit time, which do not need to have been accrued in District 50.

(c) Submit an irrevocable application to the Board of Education for retirement no more than three and a half (3.5) years prior to the date of retirement. Said application must be submitted by December 1, and accepted by the Board.
prior to the expiration of the term of this Agreement and three (3) years prior
to January 1 of the teacher’s year of retirement.

(d) Must be eligible to receive regular pension benefits through the Teachers’
Retirement System of the State of Illinois within six (6) months of the last day
of contributing service.

(e) Teacher must cause no TRS penalty or excess salary increase contribution to
the District.

5. In reviewing a teacher’s application for retirement under the District’s Retirement
Incentive Option 2, the Board of Education shall consider the following criteria:

(a) Limit eligibility to those full-time and part-time employees who have met a.
through e above.

(b) Limit the number of teachers who may retire under this Plan in any year to
30% of those teachers eligible to participate. The Board reserves the right to
increase the percent of teachers who may retire under this Plan. The Board’s
exercise of the right to increase the percentage limitation shall not be
deemed to act as a waiver of the 30% limitation in any other year. When the
computation of the 30% of teachers eligible to participate results in a
fractional number, the fraction shall be deemed to represent one (1) teacher.

(c) Determine the order of participation among applicants in retirement on the
basis of seniority in the service of the School District. Seniority shall be
defined as a continuous full-time or part-time employment in the service of
the Board. Full-time shall be defined as teachers employed at least five (5)
clock hours per day, daily. Part-time shall be defined as teachers employed
less than full time whose services are expected to be rendered for a full and
complete school term. Periods of leaves of absence shall not interrupt
continuous service, but shall not be counted in determining the length of
service for purpose of seniority. The closing date as to which the Board shall
compute seniority shall be February 1, immediately prior to the date of
retirement.

6. Teachers who qualify for retirement under this Incentive Option 2 and who provide
an irrevocable notice of retirement under the District’s Option 2 shall be eligible to
receive the following benefits:

(a) Health Insurance: The Board will reimburse any teacher retiring from the
District under Option 2 for the premium cost incurred by the teacher to a
maximum of $6,250 for employee or employee and dependent health
insurance coverage under the TRS health insurance plan. The Board’s
obligation to contribute towards TRS health insurance for said retiree shall
cease immediately upon the teacher’s eligibility for Medicare coverage or the
teacher’s election of any coverage other than TRS health insurance plan.

(b) Salary Bonus: Teachers who qualify for retirement under this Option 2 and
who provide an irrevocable notice of retirement no later than three and one-
half (3.5) years before the effective June 30th date of retirement shall receive
three years of annual creditable earnings increases of up to six percent (6%)
over the previous year’s creditable earnings to a total maximum of Seven
Thousand Dollars ($7,000) plus the required TRS contribution. Teachers who
receive the retirement salary bonus will remain eligible for annual salary or
lane percentage increases and the retirement salary bonus will be added to that increase such that the teacher’s total annual creditable earnings increase is 6%. In no circumstance will a teacher receive more than a combined total 6% increase in annual creditable earnings.

To the extent permitted by TRS, any amount of a bonus that exceeds the annual 6% cap shall be added to the insurance reimbursement account set forth in Section A.6.(a) above. In no event shall such amount be paid in cash.

7. Planning regarding Retirement Incentive

The Superintendent will initiate the planning process by January 15 of the school year in which a teacher may be five (5) years from TRS retirement eligibility. The Superintendent will provide the teacher with a retirement planning form to be completed by the teacher and returned to the Superintendent by March 1 of the same school year. The information to be provided in the form will include the number of years of creditable service the teacher has with TRS, the years of creditable service which may be available for purchase from TRS, the number of days of unused sick leave which the teacher has accumulated with other districts, the teacher’s projected retirement date if the teacher has identified such a date, and copies of relevant forms from TRS. By May 1 of the same school year, the teacher and the Superintendent will meet to discuss the form and questions or concerns the teacher may have about the Plan.

Teachers who fail to provide the information required by the Superintendent will not be eligible for the Retirement Incentive set forth in Paragraph 3 above.

8. Miscellaneous

(a) When a teacher changes his/her retirement date after receiving the salary bonus, he/she shall be responsible for reimbursing the District any amounts paid under this Article as necessary to avoid the Board being subject to TRS penalties within thirty (30) days and the District will amend the teacher reported creditable earnings as appropriate under TRS regulations and any applicable statute or federal laws.

(b) If an eligible teacher resigns or is removed from duties for which the teacher was compensated the previous year, the teacher’s TRS creditable earnings will be adjusted accordingly.

B. Retirement Benefits – Educational Support Personnel Only

Employees who have a minimum of twenty (20) years of District service are eligible for retirement benefits. For retirement bonus eligibility purposes, years of service shall be the service years credited to an Employee by the IMRF.

Request for retirement must be submitted to the Board of Education prior to March 1st. The Board will consider extenuating circumstances for notice submitted after March 1st.

Under the District’s Retirement Benefit Plan, the District will reimburse the Employee for the cost of the Employee’s health insurance plan for three (3) years, or a total aggregate of $4,000 subject to approval of IMRF or the alternative health insurance provider.
Reimbursement will terminate if the Employee reaches age 65 prior to the three (3) years or $4,000 limit.

An employee who has twenty (20) or more years of District service will also receive a bonus of 20% of their final work year's wages payable after the expiration of the first calendar month post-retirement for the employee.
ARTICLE XVII
MONETARY AND FRINGE BENEFITS

A. Life Insurance

The Board agrees to pay the insurance contribution or premium for a group term life
insurance policy to insure each teacher with $50,000 for life insurance coverage.

Each teacher will have the option of purchasing $50,000 additional group term life
insurance, at the teacher's expense, at the rates and conditions prescribed by the insurance
company authorized by the Board of Education to offer insurance coverage in School
District No. 50, subject to the insurance carrier's approval.

B. Health Insurance - Teachers Only

1. The Board will provide a group health insurance plan for the District. The Board will
contribute a flat dollar amount per employee for payment of the premium as follows:

   Single:  If the teacher selects single coverage, the Board
            will pay the premium for such single coverage
            up to a maximum of $8,100.00

   Employee + Spouse:  $10,650.00

   Employee + Child(ren):  $10,650.00

   Family:  $14,600.00

2. The group health insurance plan provides for the following:

   (a) An HMO Option.

   (b) A PPO option with a $500 (maximum $1,000) deductible and a $40 office visit
        copay.

   (c) A prescription card with co-pays of $10 - $35 - $60.

   (d) Unlimited lifetime maximum for all benefits.

C. Health Insurance – Educational Support Personnel Only

The Board and the ESP shall contribute toward a member’s single coverage through the
District’s group health insurance plan as follows: Premium Sharing – Board pays 90% of
total premium/the ESP pays 10% of total premium.

D. Dental Insurance

The Board will make dental insurance available to employees with insurance premiums and
any associated costs will be the exclusive responsibility of dental plan participants.

E. Salary Checks

Salary checks will be issued on the second Friday of the school year and on every fourteenth
(14th) day thereafter for a total of 26 equal pay periods. Should a school holiday interfere
with this schedule, checks will be issued on the last school day preceding the holiday.
1. Annuity withholdings are to be scheduled on the same basis as employee pay periods. The employee shall notify the District's Business Office in writing prior to September 1 of each year of the amount of his annuity contribution. Subsequent changes to the annuity contribution amount shall be limited to no more than two changes per school year and must be submitted in writing to the Business Office for approval.

F. Extracurricular Stipends

Extracurricular stipends shall be paid on a pro rata basis in the teacher's regular bi-weekly paychecks when possible.

G. Teacher Retirement Contribution

The Board agrees to pay nine percent (9%) of the teacher's creditable earnings to the Teachers Retirement System of the State of Illinois (TRS), and the amount of the Board's contribution to TRS shall be reflected on each teacher's paycheck. This contribution is intended to be an "employer contribution" within the meaning of 414(h)(2) of the Internal Revenue Code. If the statutorily-required member contribution to TRS decreases below nine percent (9%), the Board shall make only the new statutory contribution of the teacher's creditable earnings to TRS.

H. Salary – Teachers Only

1. For the 2018-2019, 2019-2020 and 2020-2021 school years, teachers will be compensated according to the schedule set forth in Appendix A to this Agreement.

2. Lane Movement on Salary Schedule

   (a) Teachers may move only one lane in a school year unless they are moving into a Masters lane or the EdD lane, in which case teachers may move two lanes in a school year.

   (b) Notification of earned credits must be filed with the Superintendent or designee prior to the commencement of the school year in order to qualify for horizontal movement on the salary schedule for that school year.

   (c) Coursework must meet the same criteria set out in Section K. below for coursework and tuition reimbursement to apply toward horizontal movement on the salary schedule.

3. Step Advancement on Salary Schedule

   (a) Full step advancement on the salary schedule shall be given for full-time service of at least one (1) semester or part-time service of fifty percent (50%) or more during the prior school year.

   (b) Teachers who teach less than the amount described above shall advance one (1) step on the salary schedule every two (2) years.

4. New Hires

   Up to 10 years of prior teaching experience may be approved for placement of teachers on the salary schedule in steps A through K, in a lane matching the teacher's educational credits. In special circumstances, including but not limited to positions that the Board finds hard to fill, a teacher may be placed above step K.
and/or at a step beyond their relevant teacher experience upon mutual written agreement between the Superintendent and HEA.

I. Duration of Benefits

The above benefits shall be in full force and effect during the life of this Agreement.

If the implementation of the Affordable Care Act (ACA) or any federal or state law regarding insurance causes the Board to be required to pay avoidable penalties or additional monies, including but not limited to what has been referred to as the “Cadillac Tax,” then the Board may submit a written request to reopen all terms of the Collective Bargaining Agreement for Year 3 of the Agreement and/or a successor agreement. In this instance, the parties will commence negotiations no later than thirty (30) days after receiving the written request.

J. Deviations from Work Year – Teachers Only

Deviations from the standard work year set by the Board of Education and Administration will be treated at 1/180th of the annual salary for each day added or missed. Teachers currently in the positions of high school counselors, Ag/Horticulture and Building Trades will work no fewer than 20 days before and after the standard work year as directed by the Administration. These teachers will be compensated 1/180th of the annual salary for each additional day worked beyond the standard work year.

K. Course Approvals and Tuition Reimbursement – Teachers Only

The Board agrees to reimburse teachers for tuition costs incurred up to $240/credit hour for year 1 and $255/credit hour for all remaining years of the agreement for coursework pre-approved by the Superintendent or designee with the following standards:

1. All credit hours must be pre-approved to be considered for lane movement on salary schedule, regardless of whether the hours are eligible for tuition reimbursement.

2. Courses must be submitted for pre-approval prior to the teacher’s enrollment in the course;

3. Graduate level courses must be related to the field of education; and

4. Undergraduate level courses must be directly related to the teacher’s area of current area of education.

5. Teachers enrolled in an approved graduate degree program will be reimbursed a maximum of 18 credit hours for the 12 month period beginning September 1 and ending August 31 at a rate of $240/credit hour for year 1 and $255/credit hour for all remaining years of the agreement, less any grant or tuition waiver received by the teacher.

All other teachers will be reimbursed a maximum of nine (9) credit hours for the 12 month period beginning September 1 and ending August 31 at a rate of $240/credit hour for year 1 and $255/credit hour for all remaining years of the agreement, less any grant or tuition waiver received by the teacher.

To be eligible for tuition reimbursement, teachers must submit a transcript or other satisfactory evidence of successful completion of the coursework to the Superintendent or designee within sixty (60) days of the course’s completion. Failure to submit evidence of successful completion of coursework within sixty (60) days of the course completion will result in forfeiture of tuition reimbursement for that course. Reimbursed coursework which
is preapproved after the execution of this agreement of this agreement shall also be credited towards horizontal advancement on the salary schedule.

Course Reimbursement – Educational Support Personnel only – The Board agrees to reimburse employees for tuition costs for obtaining an Associate’s Degree at the in-district tuition rate of MCC (McHenry County College) per semester credit hour for course work pre-approved by the Principal and Superintendent. The Board agrees to reimburse employees with Associate’s Degrees for tuition costs for obtaining a Bachelor’s Degree at the tuition rate of $200 per semester credit hour, up to a maximum of nine (9) credit hours for the 12-month period beginning September 1 and ending August 31. This Bachelor’s Degree course work must be pre-approved by the Principal and Superintendent and be within the field of education.

A request for Approval of Class for Reimbursement form must be completed prior to the course. The employee must signify how the course will help in their respective work assignment.

To be eligible for course reimbursement, employees must submit a transcript or other satisfactory evidence of successful completion of the course work to the Superintendent.

Expenses for books are the responsibility of the class participant unless the District authorizes the purchase of the books as school property.

L. Course and Advanced Degree Program Approvals – Teachers Only

The Board agrees to reimburse teachers for tuition costs incurred for classes taken, provided the following criteria are met:

1. All courses must be approved prior to enrollment by a committee consisting of the Superintendent or designee, one (1) related services representatives, and two (2) HEA representatives.

2. All master’s programs must be approved prior to enrollment by the approval committee. The committee will evaluate each master’s program using a rubric developed for the evaluation.

3. All master’s programs must be offered by accredited college or university.

4. Employees must agree to commit to the District for two additional years of employment following the attainment of a master’s degree(s) and three additional years after any PhD or EdD.

5. Should the employee choose to leave the District before this time, any tuition reimbursement paid to the employee must be repaid to the District.

6. Any employee who has already been approved for a master’s program prior to the start of this Agreement will have grandfather status.

M. Internal Substitution

Teachers shall be compensated at the rate of $30.00 per hour, provided the teacher is assigned an additional class assignment in addition to their regularly assigned class load at the request of an administrator. If a class load must be divided among teachers, then each of those teachers will receive $30.00 per hour for the length of time those students are present in their classrooms.
An ad hoc committee consisting of representatives of the Association and District will be convened to discuss substitution as it applies to special circumstances, including but not limited to cross-categorical and life skills classrooms.

N. Certified Instructional Aide-Compensation for Substitution

A certified instructional aide who holds a valid Illinois teaching certificate who is asked by an administrator to substitute for a teacher will be paid the substitute teacher rate or their hourly wage, whichever is higher.

O. Academic and Co-Curricular Stipends

1. Academic Stipends – Teachers Only – Stipends will be paid according to the academic stipend schedule attached to this Agreement as Appendix E. All academic stipends will be distributed in two equal payments in December and May. The Board shall, in its discretion, determine the number of stipends and positions available each school year. The following provisions apply when the Board has approved the position.

   a. High School/Middle School Department Chairpersons

      i. The department chairpersons will be placed in a two-tiered system, based on the number of teachers in the department. Tier 1 consists of departments with five or more teachers in the department. Tier 2 consists of departments with less than five teachers in the department.

      ii. All department chairpersons must be full-time high school personnel working in the high school building.

      iii. Non-tenured teachers may be department chairpersons.

      iv. If a department grows to five or more teachers, it will move to Tier 1 status. If a department is reduced to less than five teachers, it will move to Tier 2 status.

      v. A department chairperson from one department could cover another department if needed. If this resulted in an increase in the number of total teachers the chairperson is overseeing, then that chairperson will move to Tier 1 status.

   b. Special Education Liaisons

      i. Special education liaisons must be certified special education teachers or certified related service personnel.

      ii. Each building will be covered by a special education liaison.

      iii. Non-tenured teachers/related services personnel may be special education liaisons.

      iv. A Type 75 certificate is not required for this position.

   c. RTI Coordinators

      i. Any certified teacher or certified related services personnel may serve as RTI coordinator.
ii. There will be no more than five RTI coordinators, one per building. However, two teachers from within the same building may split the duties and the stipend for RTI coordinator.

iii. Non-tenured teachers/related services personnel may be RTI coordinators.

iv. A Type 75 certificate is not required for this position.

d. PBIS Internal Coaches

i. Any certified teacher or certified related services personnel may serve as a Tier 1 and Tier 2 PBIS internal coach.

ii. Two teachers from within the same building may split the duties and the stipends of the Tier I and Tier 2 PBIS internal coaches.

iii. The Tier 1 and Tier 2 PBIS internal coaching positions may not be held by the same person or related services personnel.

iv. Type 75 certificate is not required for these positions.

2. Co-Curricular Stipends— Stipends (for teachers) and compensation (for educational support personnel) will be paid according to the co-curricular stipend schedule attached to this Agreement as Appendix E. The Board shall, in its discretion, determine the number of stipends and positions available each school year.

The Association reserves the right to bargain over the compensation of any new position requiring an academic stipend.

P. National Board Certification

To be eligible for reimbursement, teachers wishing to pursue National Board Certification must be employees of District 50 for at least two years prior to enrolling in a National Board Certification program.

Teachers must submit proof of payment to be eligible for reimbursement.

The District agrees to reimburse teachers $1,000 per year over the course of three years for the costs of obtaining National Board Certification. Teachers who withdraw from the program before completion must return all reimbursement to the District. Teachers who receive grant money or money from other similar sources are not eligible for reimbursement by the District.

Teachers completing National Board Certification and receiving reimbursement from the District in the amount of $3,000 agree to remain as employees of District 50 for at least three full school years. Teachers who resign prior to their three year commitment will make restitution to the District for all reimbursement received toward National Board Certification.

Teachers who choose to receive graduate credit for their National Board Certification must do so through an accredited college/university. Teachers are eligible for tuition reimbursement for these credits according to the District's tuition reimbursement policy.

Teachers earning National Board Certification will receive an annual stipend of $500.00, to be paid in two equal installments in December and May, as long as their National Board Certification is maintained and renewed.
Q. Worker’s Compensation

An employee’s absence from work due to a work-related injury for which the employee is entitled to benefits under workers’ compensation shall result in no loss of salary or accumulated sick leave. Insurance benefits shall be maintained under the same terms and conditions prior to the absence. The employee shall promptly remit to the Board the amounts equal to those received from worker’s compensation or any policy of insurance toward which the Board has contributed any portion of the premium. During the period of an employee’s absence from work due to work-related injury for which the employee is entitled to workers’ compensation, the employee shall not be entitled to sick leave, personal leave, or vacation.

R. Overtime Pay/Callback Pay – Educational Support Personnel Only

Overtime pay at the rate of one and one-half (1.5) times the employee’s regular hourly wage rate shall be paid for each hour of work actually performed by the employee in excess of forty (40) hours in the regular work week. Overtime must be preapproved by the Principal or Superintendent. Employees required to return to work after the completion of their regular shift assignment shall receive a minimum of two (2) hours call-back pay at their regular hourly wage rate, unless such call-back hours qualify for overtime compensation which shall be paid at the overtime rate.

S. Sunday and Holiday Work – Educational Support Personnel Only

Employees who have worked at least forty (40) hours in a work week and are assigned to work on Sunday’s or legal school holidays shall be compensated at two (2) times the employee’s regular hourly wage rate for hours worked on Sundays or legal school holidays. Paid holidays shall be considered days worked for purposes of calculation of the minimum 40 hours worked under this Section.

T. Wages – Educational Support Personnel Only

1. Employees will be compensated according to the matrix set forth in Appendix C to this Agreement.

2. Step Advancement on Matrix
   a. Full step advancement on the matrix shall be given for full-time service of at least half of the employee’s assigned work year or part-time service of fifty percent (50%) or more of the employee’s assigned work year during the prior fiscal year.
   b. Employees who work less than the amount described above shall advance one (1) step on the matrix every two (2) years.

3. Newly-Hired Bilingual ESPs

Employees proficient in English and Spanish as determined by the Administration hired for the following positions will receive an off-matrix bonus of $750 that is not added to their base wage: aides, secretaries, parent educators, parent community liaisons, CNAs, and technicians. This bonus will be paid in two equal installments with the first upon completion of the employee’s first year of District employment and the second upon completion of the employee’s second year.

In addition, the aforementioned bilingual ESPs will receive an annual (paid in December) lump sum for longevity based on years of service completed as of the July 1 prior to the December pay date, as follows:
<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount of Bonus</th>
</tr>
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<tbody>
<tr>
<td>5-9 Years</td>
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<tr>
<td>10-14 Years</td>
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<tr>
<td>20-24 Years</td>
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<tr>
<td>25+ Years</td>
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</tbody>
</table>

The longevity bonus is prorated for those ESPs who do not work 12-month assignments in accordance with the length of their assignment. This longevity bonus for the aforementioned bilingual ESPs is not in addition to the longevity bonus provided for ESPs generally in Article XVII, Section U.

4. Hourly Pay Differential

a. Maintenance employees will receive hourly wage differentials when performing specialty duties, as set forth in Appendix D.

b. Employees who perform duties outside of their regular assignments that qualify for hourly pay differential must notify the District’s Human Resources Office within two (2) business days of performing such work. Failure to notify the HR Office may delay the extra pay corresponding to hourly pay differential.

U. Longevity - Educational Support Personnel Only

In addition, employees will receive an annual (paid in December) lump sum bonus for longevity based on years of service completed as of the July 1 prior to the December pay date, as follows:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Amount of Bonus</th>
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<tbody>
<tr>
<td>5-9 Years</td>
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<td>25+ Years</td>
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</table>

The longevity bonus is prorated for those ESPs who do not work 12-month assignments in accordance with the length of their assignment.

V. Summer School – Teachers Only

Certified teaching bargaining unit members will be paid at the rate of $35.00 per hour for teaching summer school or teaching Driver's' Education during the school year, when teachers receive such an assignment.
ARTICLE XVIII

TRS CREDITABLE EARNINGS LIMITATION

No payment to any teacher or educational support personnel will result in any employer excess salary increase contribution or penalty to the Board, and if any such contribution or penalty is or may be assessed by TRS or IMRF against the Board, the Board may adjust the employee’s salary or extra duty retroactively to avoid the contribution or penalty. Should this occur, the employee will be notified in writing of said adjustment.

No teacher within four (4) years of TRS retirement eligibility shall receive an increase of more than six percent (6%) in TRS creditable earnings within any year of employment. The parties acknowledge and agree that in providing compensation under this Agreement, including the retirement bonus provisions, the District intends not to incur any financial penalty under the statutory and regulatory provisions applicable to the Illinois Teachers Retirement System ("TRS") six percent (6%) cap on the end of career earnings. Teachers within five (5) years of TRS retirement eligibility shall not receive more than a six percent (6%) increase in TRS creditable earnings in any given year of employment. This provision applies to all creditable earnings considered by TRS to determine whether a District has exceeded the TRS six percent (6%) cap on creditable earnings. Notwithstanding any contrary or other provision of this Agreement (including, but not limited to, any salary schedule movement and extracurricular duty compensation), in the event a teacher’s, who is within four years of TRS retirement eligibility, TRS creditable earnings would increase by more than six percent (6%) in any given year of this Agreement, that teacher shall only receive a total creditable earnings increase of no more than six percent (6%). This provision shall apply to all teachers who are within four (4) years of TRS eligibility, regardless of whether the teacher is actually retiring or submitting notice of retirement.
ARTICLE XIX
EFFECT OF AGREEMENT

A. The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. This Agreement may only be amended during its term by the parties’ mutual agreement in writing.

B. This Agreement and any subsequent changes shall be incorporated into the Board’s rules and regulations and shall be a part of said rules and regulations for the duration of this Agreement.

C. Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically 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 the Agreement if not affected by the deleted Article, Section, or Clause.

D. Duration – This agreement shall be in place for one (1) year through the 2021-2022 school year (until the day preceding the first teacher workday of the 2022-2023 school year). The Parties will commence bargaining for a multi-year agreement beginning no later than December 15, 2021. As part of the negotiations commencing no later than December 15, 2021, the Parties will focus on restructuring the existing teacher salary schedule to address the structural flaws and substantive issue. The Parties will also focus on adjusting the ESP matrix to achieve compliance with the Illinois Minimum Wage increase phase in of $15 per hour by 1/1/25.

E. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Association each agrees that the other shall be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

F. The Board will make available to the HEA President one copy of the 2018-2021 contract and one copy of the Board Policy Manual.

Dated this 2nd day of November, 2021

BOARD OF EDUCATION, HARVARD COMMUNITY UNIT SCHOOL DISTRICT 50
By: Melinda Shafter
President

HARVARD EDUCATION ASSOCIATION, IEA/NEA
By: Sara M. Weaver
President
APPENDIX A

LANGUAGE FOR TEACHER SALARY SCHEDULE

All teachers will receive a total increase on their 2020-2021 salary for the 2021-2022 school year consistent with the following rates:

Steps A through F  3.0%
Steps G through T  2.9%
Steps U through Z  2.8%

No increase will occur based on step movement on the existing schedule. Teachers eligible for lane movement for the 2021-2022 school year (under the existing CBA) will receive a salary for the 2021-2022 school year based on applying the above applicable increase to the salary on the 2020-2021 schedule resulting from the earned lane movement.

Example: Teacher earns lane movement from BS 36 to MS for 2021-2022 school year. Teacher’s 21-22 salary will be 20-21 MS amount with an increase based on the above applicable rate (20-21 step remains unchanged).
## APPENDIX B

### CO-CURRICULAR CLASSIFICATIONS

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<td>Asst. Volleyball</td>
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<td>Asst. Cheer</td>
<td>(B&amp;G)</td>
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<td>Asst. Basketball</td>
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<td>(7th &amp; 8th Grade)</td>
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<td>3</td>
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2018-2019 & 2019-2020 School Years

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2020-2021 School Year

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Step 1, Code 1 = $1,183.50. The Board agrees to add a Code 0 for co-curricular activities that are approved and recognized but not currently receiving a stipend.
# APPENDIX C

## EDUCATIONAL SUPPORT PERSONNEL MATRIX

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<tr>
<td>Group I =</td>
<td>Group II = Associate degree OR 60 college credit hours</td>
<td>Group III = Bachelor's degree OR 120 college credit hours</td>
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<td>Passing score on state paraprofessional proficiency test OR 30 college credit hours</td>
<td>General Maintenance</td>
<td>FT Secretary</td>
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|                                           | Sp Maintenance                              | 220 day Secretary                            |
|                                           |                                              | Parent Educators                              |

Tech IV = Advanced skills in programming and troubleshooting

For the 2021-2022 school year, all ESPs will receive a 65-cent hourly increase to their 2020-2021 hourly rates as a first step toward achieving compliance with the Minimum Wage.

APPENDIX D

HOURLY PAY DIFFERENTIALS (ESPS)

| Night Custodians | Hourly | $0.50 |

51
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<th>Head Custodians</th>
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<td>Personal Hygiene*</td>
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Maintenance Base:
Grounds, moving equipment, set-ups, painting, landscaping, custodial work, snow removal, basic construction, athletic field work, etc.

Maintenance Tier 1:
Basic electrical (replacing outlets and ballasts), plumbing (toilets, water fountains, drain and faucet replacement), carpentry, HVAC

Maintenance Tier 2:
Highly skilled electrical, plumbing, carpentry, HVAC including HVAC controls and diagnostics, technology installs, HVAC repairs, breaker replacement (above basis skill levels)

Maintenance Tier 3:
Lead person

*All education support personnel (ESPs) who regularly assist any student(s) with diapering and/or toileting needs shall receive a $1.00 per hour pay differential. In the event such ESP is absent and if no substitute is available, the building administrator will ask for volunteers to substitute. If there are no volunteers, the least senior ESP within the building will be assigned as the substitute. In the event that ESPs who do not regularly perform such work substitute, such ESPs shall also receive a $1.00 per hour pay differential for the period of time they assist as a substitute for a student with diapering and/or toileting needs.
# APPENDIX E: STIPENDS

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<td>Department Chairs HS level 2</td>
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<td>Team Leaders</td>
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<td>Special Education Liaison</td>
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<td>Dual Credit Teacher</td>
<td>Per Semester</td>
<td>$200.00</td>
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<tr>
<td>Homebound Tutor</td>
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<td>$33.00</td>
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<tr>
<td>Summer school teacher</td>
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<tr>
<td>Behind the Wheel Driver's Ed</td>
<td>hourly</td>
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</tr>
<tr>
<td>Curriculum Writing</td>
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<tr>
<td>Internal Subbing</td>
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<table>
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<tr>
<th>Co-Curricular</th>
<th>Calculation Method for Teachers</th>
<th>Amount for Teachers</th>
<th>Calculation Method for ESPs</th>
<th>Amount for ESPs</th>
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<tbody>
<tr>
<td>HS Dance Chaperone - limit to 12 chaperones per dance and 2 dances per school year</td>
<td>event</td>
<td>$60.00</td>
<td>Hourly</td>
<td>Regular Hourly Rate</td>
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<tr>
<td>JH Dance Chaperone - limit to 12 chaperones per dance and 2 dances per school year</td>
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<td>Scholastic Bowl Moderator</td>
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<tr>
<td>Table workers - HS</td>
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<tr>
<td>Table Workers - JHS</td>
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<tr>
<td>Ticket Taker - JHS</td>
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<tr>
<td>HS and JHS Track (14 max per home meet)</td>
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