

CONTRACTUAL AGREEMENT

Between

**HERRIN COMMUNITY UNIT
SCHOOL DISTRICT No. 4**

and

**HERRIN EDUCATION
ASSOCIATION**

2021 - 2024

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ARTICLE I. PREAMBLE

This contract between the Board of Education of Herrin Unit School District No. 4 and the Herrin Education Association incorporates a number of understandings which, by their inclusion herein, constitute the formal agreement between the parties.

ARTICLE II. RECOGNITION

2.1 Bargaining Unit Clarification -

The Board of Education of Unit No. 4, Williamson County, Illinois, hereinafter referred to as the "Board," recognizes the Herrin Education Association, IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive bargaining agent for all professional (certified) employees except those in supervisory or managerial assignments. The following positions are specifically excluded from the bargaining unit: Superintendent, Assistant Superintendent, Principals, Assistant Principals, Administrative Assistant-Dean of Students, and other supervisors or managers who recommend for employment or dismissal, evaluate, or supervisor the work of employees. Further, an employee who serves in a part-time managerial or supervisory capacity in addition to full-time teaching or other student contact activities, shall have his additional salary listed as part of an extra duty pay schedule. However, that portion of his job which is managerial or supervisory, including, but not limited to, departmental budgets, extra time and responsibilities for administrative or supervisory duties, and recommendations pertaining to departmental personnel, shall not be negotiable under the terms of this agreement.

2.2 Exclusive Bargaining Agent -

For the term of this contract or until the Association is replaced as exclusive bargaining agent in the manner prescribed by the Illinois Educational Labor Relations Act, the Board agrees to recognize the Association as the exclusive bargaining agent for employees defined in Section 2.1 of this agreement.

2.3 Managerial Rights -

Except as expressly provided otherwise in this contract, the determination and administration of school policy, the operation and management of the schools, and the direction and supervision of employees are vested exclusively in the Board and the Board is the legally constituted body for that purpose. Employers shall not be required to

bargain over matters of inherent managerial policy, which shall include such areas of discretion or policy as the functions of the employer, standards of services, its overall budget, the organizational structure, and selection of new employees and direction of employees.

ARTICLE III.

EMPLOYEE AND ASSOCIATION RIGHTS

3.1 Employee Discipline -

The Board agrees that all rules and regulations concerning employees shall be reasonable, and that enforcement of discipline relating to the employees shall be fair.

3.2 Right to Representation -

If any employee is required to appear before the Board or the Administration concerning any matter which could lead to discipline or dismissal, the employee shall be allowed a representative of the Association in any such meeting. Further, when an employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the appearance and shall receive the written notice and reasons no later than seventy-two(72) hours prior to the meeting. The superintendent shall notify the Association President, in writing, no less than forty-eight(48) hours prior to the meeting that a notice to appear has been sent to the named employee.

3.3 Personnel File -

The employee shall have the right to review the contents of his/her personnel file and attach written comments to any material contained therein. The employee shall continue to enjoy all rights to privacy as granted under the law.

3.4 School Code Rights -

Nothing contained herein shall be construed to deny any employee or the Board their rights under the School Code of Illinois or under applicable state and federal laws and regulations.

3.5 Academic Freedom -

- A. The parties seek to educate young people in the democratic tradition, to foster a recognition of individual freedom and social responsibility, to inspire meaningful awareness of and respect for the Constitution and the Bill of Rights of the United States and the Constitution of the State of Illinois, and to instill appreciation to the values of individual personality. It is recognized that these democratic values can

best be transmitted in an atmosphere which is free from censorship and artificial restraints upon free inquiry and learning, and in which academic freedom for employees and students is encouraged.

- B. Freedom of individual expression shall be encouraged and fair procedures shall be developed to safeguard the legitimate interests of the schools.
- C. Academic freedom shall be guaranteed to employees, and no arbitrary limitations shall be placed upon study, investigation, presentation and interpretation of facts and ideas concerning man, human society, and the physical and biological world, and other branches of learning when presented in accordance with the Board's accepted standards of professional responsibility. Nothing contained within this section shall diminish the opportunity and ability of administrative personnel to evaluate teacher classroom performance.
- D. It is further recognized that academic freedom carries the concept of academic responsibility. Academic responsibility when practiced by the employee must ensure that all sides of a controversial issue are presented equally to the students and that the topic and material used will be appropriate to the maturity level and intellectual ability of the students, germane to the content of the course, and avoid embarrassment to the school, community or students. Presentations would be factual, and opinions stated must be identified as opinions. Employees must be responsible for creating and maintaining conditions which are conducive to learning. An employee shall not seek to advance personal, political, or religious views in the classroom. Significant changes, substitutions, additions, or deletions to the curriculum are not to be made arbitrarily or unilaterally by the teacher without prior discussion and approval by the principal. Upon request, the teacher shall supply teaching outlines, notes, materials, and other information relating to the proposed change, deletion, or addition.
- E. Employees shall not seek instruction privileges or facilities to promote political candidates or to further political activities.

3.6 Dues Deduction -

The board shall deduct from the pay of each employee all current membership dues of the Association, including the IEA and NEA, provided that at the time of such deduction, there is in the possession of the Board, a membership-written authorization form for dues deduction executed by the employee. The Association shall specify the amount of dues to

be deducted from each employee's salary for the current school year on authorization cards furnished by the Association.

- A. An employee employed on or before the start of the school term may authorize dues deductions by having presented an authorization card to the Board on or before October 1. The amount specified by the Association will be prorated and deducted from the first paycheck of the month starting in October and ending in May.
- B. Any employee employed after the start of school term may authorize dues deduction by presenting an authorization card to the Board within thirty (30) days after the date of employment. The combined annual membership dues will be prorated and deducted from the first check of the remaining months to complete payment by May 30.
- C. If an employee resigns from the employment of the Board prior to termination of the effective period of the then-current authorization, the Board shall deduct the unpaid portion of such authorization from the employee's final paycheck.
- D. All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after the deductions are made.

3.7 Meetings, Notices, and General Information -

The Association shall not be denied the following:

- The use of school buildings for meetings in accordance with the prevailing Board policy;
- The use of employee mailboxes, interschool mail, and designated school bulletin boards for the purpose of internal communication;
- Copies of the agenda and minutes of all Board meetings. The Board shall, from time to time, in response to reasonable written requests, make available any information which is necessary for the Association to process any grievance or complaint. The Board shall also make available annual financial reports and audits, a register of employees, treasurer's report, and census and pupil membership data.
- The Association will furnish copies of any pertinent information as reasonably requested by the Superintendent or by the Board.
- A copy of the 6th day attendance report shall be provided to the HEA President within two (2) school days.

3.8 Association Meetings -

The Association shall be allowed a maximum of three (3) early dismissal days for the purpose of conducting Association business. The Association President shall meet with the Superintendent at the beginning of the school year to tentatively determine the dates when the early dismissals will occur and shall be confirmed upon these dates by written notification of the Superintendent five (5) work days in advance of the meeting, except for a meeting to explain the Contract (the time of the meeting to be within the school day). The schools shall be dismissed immediately following the conclusion of the five (5) clock hour day as required by state regulation, and all Association members shall be allowed to attend such meetings.

3.10 School Calendar -

A committee of the Association shall have the opportunity to make recommendations to the Superintendent concerning the annual school calendar. The school calendar shall consist of 185 days, of which 180 will be teacher work days.

3.11 Association Matters -

The Superintendent will routinely give the representatives of the Association the opportunity to be heard at all regular and special meetings of the Board, provided that any comment at a special board meeting must pertain to the purpose of the meeting. A copy of the statement to be made shall be filed with the Superintendent at the close of the school day preceding the meeting, unless the meeting occurs on a day in which school is not in session, in which case it shall be filed before the time of the meeting.

3.12 Board Policies and Procedures -

A copy of all suggested changes to Board Policy shall be made available to the Association within five (5) working days after being proposed to the Board. The Association may make its views known to the Board prior to formal adoption of the proposed changes.

**ARTICLE IV.
WORKING CONDITIONS**

4.1 Work Schedules

A. Work Year -

The school work year shall conform to all applicable provisions of the School Code. This section shall not be interpreted to limit the Board's right to employ some certificated employees for a greater number of performance days if the employees involved so agree.

If any employee works an additional day or days or after the regular school work year, he shall be paid by the district.

B. Work Day -

The employee's work day shall be from 8:00 a.m. to 3:30 p.m.; however, an employee shall remain for a sufficient period after the close of the student school day to attend to those matters which properly require attention at that time, including consultations with parents when scheduled directly with the employee. "Early Bird" classes may be scheduled and staffed with teachers who may so volunteer. The work day for those employees teaching an "early bird" class will be from 7:20 a.m. to 2:30 p.m. An "early bird" teacher who is requested to do so and who accepts a class assignment from 2:30 p.m. to 3:30 p.m. shall be compensated as per the Extra-Duty Increment Schedule.

C. In the event that the circumstances may require modification of the calendar and/or work day as described in sections A and B above, the Board of Education shall authorize those changes as may be needed, upon the recommendation of the Superintendent, and in consultation with the President of the Association.

D. Employees will also be available for student supervision and sponsorship of student activities (NOT to include interscholastic athletics) as scheduled by the building principal. In filling such assignments, the principal shall give first consideration to qualified volunteers. If necessary, the principal may assign the duties to the best qualified staff members by one of two methods:

1. Rotation Schedule
2. Consideration of other extra duty assignments to the staff. Where applicable, compensation shall be in accordance with the Extra-Duty Increment Schedule then in effect.

E. If an administrator requests an association member to work outside of contract hours for additional duties such as personnel interviews, curriculum adoption meetings, or other approved tasks, the association member shall be paid \$20.00/hour. Individuals such as Department Chairs, Grade-level Leaders, Instructional Coaches, or other individuals who already receive an additional stipend, will not be paid for work outside of the contractual day during the 180 day contractual year.

4.2 Class Size -

Class size will be based on the sixth day attendance at the beginning of each semester. A student must be in attendance at least one day to be counted in the enrollment. Students who, as a result of an IEP determination, spend less than 50% of their school day in the

regular classroom will be counted as one-half student for the purposes of the enrollment count (e.g. two such students would equate to one student for the purposes of the count). Any half-student in the final count will be rounded down for the determination of the class size limit.

If on the sixth day of either semester a class size exceeds the contractual limit (which requires additional personnel) by two or more students, the Board shall employ additional personnel to fulfill the contract. **

Instructional aides' positions shall be filled within 10 school days. If it is determined that a certificated teacher is needed to fulfill the contract, the Board shall not be held to the aforementioned time limit, but shall be provided a realistic period of time to post the position, to conduct interviews, to check references, etc. If more than ten days are needed to fill a certificated teaching position, the Board shall hire a temporary or substitute aide for the interim.

At the kindergarten level, the desirable class size limit is 22. When a class size exceeds 22, the following procedures will be implemented:

23 to 24 students - one full-time certified teacher;

25 to 26 students - one full-time and one half-time certified teacher or one full-time certified teacher and a full-time aide;

27 or more students - two separate sections provided a classroom is available.

If a classroom is not available, then a single section will be team-taught by two full-time certified teachers. Furthermore, an aide will be provided for nine weeks at the beginning of the school year in kindergarten classes. However, elimination of these positions may be considered as a part of any reduction in force.

At the primary levels (1-3), the desirable limit is 25. When a class size exceeds 25, the following procedures will be implemented:

26 to 27 students - one full-time certified teacher;

28 to 29 students - one full-time and one half-time certified teacher or one full-time certified teacher and a full-time aide;

30 or more students - two separate sections provided a classroom is available.

If a classroom is not available, then a single section will be team-taught by two full-time certified teachers.

At the intermediate levels (4-5), the desirable limit is 28. When a class size exceeds 28, the following procedures will be implemented:

29 to 30 students - one full-time certified teacher;

31 to 32 students - one full-time and one half-time certified teacher or one full-time certified teacher and a full-time aide.

33 or more students - two separate sections provided a classroom is available. If a classroom is not available, then a single section will be team-taught by two full-time certified teachers.

At the secondary levels (6-12), the desirable limit is 29 students per regular class; no more than 35 students for physical education classes; exceptions would be band, chorus, study halls, library. Lab classes would be limited to 24 based on safety. Safety concerns will also be discussed, and maximums set for vocational classes. The administration will be responsible for making final recommendations to the Board regarding personnel issues (i.e. full-time aide or half-time teacher) and class splitting. These recommendations will be based upon an evaluation of such things as teacher preference, classroom availability, class composition, special education needs, etc.

When art, music, or PE classes are doubled at the K-5 level, an aide will be provided **unless** two teachers are available to teach the doubled sections. At the 6-12 level, (with the exception of band, chorus, study halls, and library, and PE) exceeding the 35 person limit would also require an aide to be provided

**** Section 4.2 shall be suspended if at any time within the fiscal year the Education Fund's threshold falls below \$500,000 because of the hiring of additional personnel.**

4.3 Notification of Assignment

If an employee's assignment is to be changed for the forthcoming school year, the Superintendent shall notify the employee in writing of the change no later than June 1 except in the case of an emergency, and if any notification is made following July 1, the Association shall be notified, and the employee shall be allowed to resign if such change is unacceptable.

Notification of assignments for grades K-5 shall include grade level and building.

Notification of assignments for grades 6-12 shall include grade level and subject area.

Notification of assignments for other teachers such as music, band, counselors, librarians, reading teachers, etc., shall include grade level and subject area.

4.4 Vacancies, Promotions - Posted -

The Superintendent shall email a notice of all teaching vacancies, including vacancies in promotional positions, as they occur to all members of the Association. An

administrative or supervisory vacancy shall be accompanied by a job description and a statement of minimum qualifications and salary ranges. No vacancy, except in case of emergency, should be filled until such vacancy shall have been posted for at least fifteen (15) calendar days. Emergency appointments shall not extend beyond the school year in which they are made. During the summer vacation, vacancy notices shall be mailed to the Association President for distribution. Vacancies shall be filled on the basis of experience, competency, and qualifications of the application and on other relevant factors.

Voluntary Transfers -

Any employee presently on tenure or eligible for continuing contractual status in the coming school term may apply for transfer within the employee's building or to another building where a vacancy exists. Such an application shall be in writing to the Superintendent and the building principal where the vacancy exists. The interest and aspirations of the individual employee shall be considered in all transfers, and no transfer request shall be denied arbitrarily. If the request for transfer is denied, reasons for the denial will be provided in writing if requested by the employees.

Involuntary Transfers -

Involuntary transfers that result in relocating an employee in another building or in reassigning an employee and result in changing the employee's immediate supervisor shall be made only in cases of emergency or in the prevention of undue disruption of the instructional program. No involuntary transfer shall be made arbitrarily.

Any employee affected by an involuntary transfer shall be notified immediately and shall be released by the Board from his/her contract if he/she requests. Any employee transferred involuntarily shall receive priority consideration in any requested transfer for future vacancies. A probationary employee shall not be transferred during his/her probationary period unless it shall be in the probationary employee's or the district's best interest. Any employee who has been notified of an involuntary transfer shall have an opportunity to appeal the decision to the Board of Education.

4.5 Employee's Lounge -

An employee lounge which is comfortably furnished and cleaned daily shall be provided in each building. Exceptions by mutual agreement of the HEA and school board. Any future buildings shall contain adequate employees' lounges.

4.6 Teacher Aide Assignment -

At the K-1 building, aides will be pushed into the classroom with teachers in the ratio of one (1) aide per two (2) teachers per the entire first quarter.

4.6-1 Purposeful Play -

At the Kindergarten level, 30 minutes of purposeful play shall be implemented into the daily schedule. This thirty (30) minutes must be listed on the teacher's daily schedule and is in addition to itinerant classes and recess.

4.7 Internal Substitution -

If the HEA member is asked and agrees to supervise a class during their prep period, internal substitution will be paid at a rate of \$15 per class period at HHS and HJHS and \$9 per thirty minutes at HES and Northside. For the teacher missing from the classroom, class periods or hours will be recorded and once a teacher has accumulated three class periods or three hours missed at HHS or four class periods or four hours missed at HJHS, that teacher will have a half-day deducted from their accumulated sick or personal days.

NOTE: For the HEA member that is in the fifth year of retirement, this will not count towards your total creditable earnings for your 6% increase in the retirement incentive.

HOWEVER, that does mean that you could do internal substitution for pay up to the same number of times in your last four (4) years of teaching.

4.8 Student Discipline Procedures -

Although the Board recognizes that the employee has the responsibility for the maintenance of discipline within his/her classroom, the Board also recognizes its responsibility to give assistance to the employee with respect to the maintenance of control within the classroom. All student disciplinary procedures shall be conducted in the manner prescribed in Section I of the Parent-Student Handbook of the district. Those procedures for discipline, suspension, and expulsion of pupils from school shall be discussed by the building administrator with the employees annually and with individual students when it is determined that a serious discipline problem exists.

4.9 Parent-Student Complaints - Procedure -

The Board of Education will adopt the guidelines as follows for the resolution of complaints concerning employees by parents and will recommend that it be followed. However, neither parents nor students can be required to observe such guidelines. Any complaints by a parent or student directed toward an employee shall be referred to the

employee, and no disciplinary action against an employee shall be initiated by the administration until a scheduled parent-employee conference has taken place whenever possible. Nothing contained in this article may require action on the part of the parent/guardians of a student. However, the following procedures have been found to be most helpful in resolving differences of opinion and are highly recommended to all concerned. The employee may request the presence of a member of the administrative staff or representative of the Association or both at such conferences. If the parent or the employee is not satisfied with the results of this conference, either party may seek resolution of the problem with the following sequence of conferences as needed:

- (1) Parent-Employee-Building Principal,
- (2) Parent-Employee-Superintendent, or his designee, and
- (3) Parent-Employee-Board.

The employee involved, at his/her request, shall have Association representation at any of the above conferences.

4.10 Full Experience Credit -

The employee **may** be awarded up to a maximum of seven (7) years full credit, including half-year or semester credit for all prior full-time or half-time employment teaching experience outside the district upon appropriate documentation. Such experience shall relate to his/her basic job placement. In order to qualify for full-year credit on the salary schedule, an employee must have been employed full-time not later than November 1 of the year in question. Those who have more than seven (7) years prior employment experience outside of the district may count one-half (.5) year each year for years eight (8) through thirteen (13). The maximum number of years credit on the salary schedule for prior teaching experience outside the district shall be ten (10) years. This section will apply to all certificated personnel hired after the beginning of the 1989-90 school year. It will not affect the salary placement of those hired prior to that time. Teacher and Superintendent must sign off on a document stating the years of experience awarded.

4.11 Salary Schedule -

The salary schedule shall be set forth in the Appendix which is attached to and incorporated in this contract. The salary schedule shall be based on a 185-day school calendar containing 180 work days. Institute days are considered to be work days.

In the event that an employee works less than the 180 days, the employee shall have his/her salary reduced at the rate of 1/180 for each work day lost, which is not covered by the leave provision of this contract.

Note: HEA Members who receive their National Board Certification shall receive \$3000 added to the salary schedule as well as a \$1000 bonus the first year of certification. Thereafter, each year that the certificate is valid, \$3250 will be added to their salary. HEA members who receive their Ph.D. or Ed.D. shall receive an additional \$3,000 over the Master's plus 15 semester hours step which shall also be added to their salary.

A. Placement on the teacher salary schedule shall be determined yearly by September 1.

1. B.S. Degree -

Official transcript on file to show an earned Bachelor's Degree from a recognized university or college.

2. B.S. Degree plus 15 Semester Hours -

Fifteen (15) college level hours beyond the Bachelor's degree from a recognized university or college which are accepted by ISBE certification Board for certificates/approvals in Education, federal/state mandated related services, or other educational areas.

3. Master's Degree -

Official transcript on file to show an earned Master's degree from a recognized university or college which are accepted by ISBE Certification Board for certificates/approvals in Education, federal/state mandated related services, or other educational areas.

4. Master's Degree plus 15 Semester Hours -

Fifteen (15) college level hours beyond the Master's degree toward an advanced degree (i.e. Ph.D. or Ed.D.), or second Master's Degree/additional endorsement in a field related to K-12 education from a recognized university or college which are accepted by ISBE Certification Board for certificates/approvals in Education, federal/state mandated related services, or other educational areas. If the course number is a 400 level or below, prior approval from the superintendent shall be required to receive credit toward an employee's Master plus 15. Those courses considered 500 level or above do not require prior approval.

5. Ph.D. or Ed.D. -

Official transcript on file to show an earned Ph.D. or Ed.D. from a recognized university or college which are accepted by ISBE Certification Board for certificates/approvals in Education, federal/state mandated related services, or other educational areas.

B. Teachers hired prior to the date of this contract shall not have their placement on the salary schedule reduced because of the provisions stated above and shall be credited with courses earned to the present which would otherwise have counted toward

advancement on the salary schedule.

4.12 Non-Teaching Duties - Payment -

The non-teaching duty pay schedule shall be set forth in an Appendix, which is attached to this Contract.

4.13 Mileage Reimbursement -

In accordance with the regular payroll procedures, employees shall be paid at a uniform rate established by the Board for all mileage required in relation to their employment, other than travel to and from their school assignment, at the beginning of or following the close of their work day. Mileage reimbursement shall be set yearly by the Board and HEA members shall be notified via written member by September 1.

4.14 Summer School -

Summer school salary shall be paid in one part on the last school day of June with TRS benefits paid in full by the employee.

4.15 Jury Duty -

The Board shall pay the regular salary to employees called to jury duty or subpoenaed to appear before legal and administrative review panels as witnesses, provided the per diem received is turned into the Unit Office.

4.16 Replacement Employees -

An employee hired to replace an employee on leave shall agree that the position taken belongs to the employee on leave and that he/she is a temporary replacement for that employee.

4.17 Payroll Dates and Installments -

Employees shall be provided direct deposit. Employees shall receive a statement each pay period. Payroll withdrawals designated by the employee to outside agencies, such as annuities or savings institutions, can be changed at any time.

Direct deposits shall be issued on the 12th and 26th of the month. Except for those employees who are terminating their employment in the district, teachers shall receive paychecks or direct deposits on the dates listed above throughout the summer months. Any deviation from this practice shall be at the discretion of the Superintendent and upon the request of the employee. If a regular pay date during the school year falls on a day when school is not in session, employees shall receive pay on the last day of the school

session. During the summer period, direct deposit receipts shall be made available to the employee.

4.18 Salary Balance Upon Resignation -

Any balance in the salary due to an employee not returning to the district shall be paid not later than the third business day following the last day of the school term provided that the employee had submitted his/her resignation and a written request for payment not less than 60 days prior to the end of the school term.

4.19 Supervision of School Property -

During the work day or during additional time for which the employee is compensated, employees shall be responsible for the supervision of school property and for the supervision of students whenever they are involved in school-related activities, provided that employees shall be effectively supported by the Board and by the appropriate Administration, in accordance with Board policy and Administration regulation, in whatever reasonable action the employee feels necessary in meeting the responsibility. Employees shall be responsible for and know the location and disposition of all school materials and equipment assigned to them. Nothing contained in this section shall be construed so as to establish any financial responsibility upon the employee for any loss or damage to school property or equipment. Employees shall be financially responsible for school equipment to be used for employees' personal use.

4.20 Parent Conferences -

Employees shall be available at reasonable times for parent conferences and student help. Such conferences are to be arranged by the employee and the parents. Scheduled events such as open house, parent night, group and individual conference periods are to be attended unless excused by the building principal. Parent conferences should be encouraged when it appears that better understanding from home is required for the students' success in the program.

4.21 Lesson Plans -

Employees shall prepare daily and long-range lesson plans consistent with the curriculum. The lesson plans for each week shall be submitted to the principal on the preceding Friday, except where appropriate arrangements have been made with the principal. Plan books shall be returned to the employees on the following school day with any comments, criticisms, or suggestions the principal finds appropriate. Under all circumstances, appropriate lesson plans will be available for use by a substitute in the teacher's absence.

- 4.22 Teacher Absences -** Employees are to remain on the school premises during the scheduled day unless excused by the building administrator and except for during the duty-free lunch period. Employees may leave the building in the event of a personal emergency but shall notify the office of the building administrator before leaving. The time an employee is absent from his/her scheduled duties will be noted by the building administrator, and his/her pay will be checked off on a percentage basis if the absences continue after the employee is notified his/her absences are excessive.
- 4.23 Meetings - Superintendent - Association President -**
Superintendent and the Association President shall meet from time to time to informally discuss major problems or concerns of the Board and/or Association. Their opinions and recommendations shall be reported to the Board by the Association President and to the Association by the Superintendent.
- 4.24 District Committee -**
The Association and the Board agree that the District Committee, which will be comprised of the Superintendent, an additional administrator, and four (4) Association representatives (one representative from each district building), will meet a minimum of two (2) times per school year to discuss topics such as staff development, workplace efficiency, and other relevant issues. This committee will function as a vehicle to facilitate action on any issues identified for change by both parties. Such meetings will occur on dates mutually agreed upon by the Association President and the Superintendent, but neither party is required to exceed four (4) such meetings per year.
- 4.25 Meeting with the Board -**
The Association and the Board agree to engage in meetings a minimum of (1) time each year, in order to facilitate effective communications between the parties. The Association representatives (not to exceed three (3) members) will meet with the Board representatives (not to exceed two (2) Board members along with the Superintendent and his/her designee). Such meetings will occur on dates mutually agreed upon by the Association President and the Superintendent, but neither party is required to exceed two (2) such meetings per year.
- 4.26 Response to Intervention -**
The Board understands the increased demands placed upon HEA members due to Response to Intervention (RTI). The Board agrees to establish 19 stipend positions. There shall be 4 at NS, 5 at HES, 5 at HJHS, and 5 at HHS. Compensation shall be no less than \$1500 annually. This increment shall be paid at the same time as other extra-duty increments. Administration maintains the authority to choose the individuals deemed

qualified to fill the positions in each building. The positions in conjunction with the superintendent or his designee and the building principal will be responsible for overseeing each building's RTI implementation in the areas of behavior, mathematics, and reading.

Each HEA member, who is selected to fill one of these positions, shall be entitled to receive a minimum of two (2) release days per year from classroom duties to work on specific RTI-Related matters. Additional days may include their professional release days. The building teams will be expected to conduct screenings, progress monitor students, and attend to any other duties inherently related to RTI. In addition, the district agrees to make available (if needed) two early dismissal days per month for staff development, data compilation, and other RTI-specific items deemed necessary by the building's RTI committee.

ARTICLE V.

TEACHER EVALUATION AND REDUCTION OF EMPLOYEES

5.1 Employee Evaluation -

Before an evaluation can take place, the Superintendent or his designee shall have held two or more orientation meetings at which all certificated staff will have had an opportunity to become acquainted with the evaluation procedures. (It shall be the responsibility of each employee to become familiar with these procedures and failure to do so by the employee shall not invalidate any evaluation conducted after the orientation meetings have been held.) This orientation shall include the person(s) responsible for the in-class observation(s), evaluation form(s) which may be used, post-evaluation conferences, and relevant steps which will be used to promote consistency of evaluation within the district. For employees hired on a full-day basis after the orientation meetings have been held, it shall be the mutual responsibility of the Association President and the Superintendent, or their designees, to acquaint said employee(s) with evaluation procedures.

Teacher evaluation shall be conducted in accordance with provisions of the District Evaluation Plan. The District Evaluation Plan shall not be changed unless by mutual consent of the Board and the Association. The parties agree that any grievance filed with respect to the Evaluation Plan shall be limited to procedural matters only. The professional judgment of the evaluators shall not be grievable nor may they be subject to arbitration.

The evaluator may use electronic devices for note taking purposes only. The evaluator may not use audio, video, or still images during an observation or during other classroom time as a tool for evaluation purposes. The teacher may provide audio, video, or still images as evidence in a portfolio.

5.2 Termination Procedures-

A. Probationary Termination -

The school district will comply with all applicable provisions of the School Code in the termination of all non-tenure employees.

B. Tenure Termination -

The School Board will comply with all applicable sections of the School Code in the termination of tenured employees.

5.3 Reduction of Employees -

A. In the event a reduction in staff is necessary, the Board will comply with the provisions of *The School Code*, 105 ILCS 5/1-1 *et seq.* regarding such reduction.

B. The order of dismissal shall be applied as outlined in Illinois School Code, Section 24.12, in the event of a Reduction In Force and subsequent Recall of employees.

C. Years worked by HEA Members who are hired for *Class Size Reduction Grant* or ESSER* Grant positions shall count toward tenure and seniority, retroactive to date of hire. These teachers, provided they have achieved performance ratings of proficient and above, will be financially maintained through future retiring teachers. Newly hired teachers would then be paid using these funds and Class Size Reduction or ESSER teachers would then be moved to district paid compensation.

D. 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 positions thereby becoming available shall be tendered to the teachers so removed or dismissed insofar as they are legally qualified to hold such positions in the reverse order of the layoff as specified in this article.

E. An employee's failure to respond affirmatively within fifteen(15) calendar days

after receipt of the Board's letter sent by registered mail to the employee's address on file with the Board recalling such employee shall result in termination of the employee's rights of recall hereunder.

F. Letter of Dismissal -

In the event a reduction in staff is necessary and pursuant to the above procedure, the Board shall send a letter denoting honorable dismissal of such teachers to all Boards of Education within the Educational Service Region.

ARTICLE VI. GRIEVANCE PROCEDURE

6.1 Definitions:

- A.** Any claim by an employee of the Association there there has been a violation, misinterpretation, or misapplication of the terms of this agreement shall be a grievance.
- B.** Any individual employee or group of employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representatives as long as the adjustment is not inconsistent with terms of the agreement then in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment. No grievance may go beyond step **6.2B** without Association approval.
- C.** All time limits consist of school days. except that when a grievance is submitted fewer than ten (10) days before the close of the school year, time limits shall consist of weekdays, legal holidays excluded.

6.2 Procedures -

The parties hereto acknowledge that it is usually most desirable for an employee and his immediately involved supervisor to resolve problems through free and informal communications. At any step in the following procedures, when requested by the employee, an Association representative may accompany the employee to assist in the informal or formal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

A. Presentation to Supervisor -

The employee may present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within four (4) working days after receipt of the grievance. The grievant and the immediately involved supervisor shall be present for the meeting. Within two (2) days of the meeting, the grievant shall be provided with the supervisor's written response, including reasons for the decision.

B. Appeal to Superintendent -

If the grievant is not satisfied with the disposition of the grievance at Step A above, or the time limits to expire without issuance of the supervisor's response, the grievant may submit the grievance to the Superintendent, who will arrange for a meeting to take place within four (4) days after receipt of the grievance. Within ten (10) days, the grievant shall be provided with the Superintendent's response, including reasons for the decision.

C. Submit to Arbitration -

If the grievant is not satisfied with the disposition of the grievance at Step B above, or the time limits expire without the issuance of the Superintendent's response, the grievant may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. By mutual agreement by the grievant and the Superintendent, arbitration may be administered by the Illinois Educational Labor Relations Board and the arbitrator shall be selected from the roster of the IELRB. If a demand for arbitration is not filed within thirty (30) days of the date for the response at Step B above, then the grievance shall be deemed withdrawn.

1. Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
2. The arbitrator shall have no power to alter the language or modify the terms of this agreement. The arbitrator is limited to the interpretation of this agreement. The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

6.3 Bypass to Superintendent -

If the grievant and the Superintendent agree, Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B.

6.4 Bypass to Arbitration -

If the Superintendent and the grievant agree, a grievance may be submitted directly to Step C.

6.5 Class Grievances -

Class grievances involving one or more employees or one or more supervisors, and the grievances involving an administrator above the building level, may be initially filed by the Association with written consent of the involved grievant(s) at Step B.

6.6 No Reprisal Clause -

No reprisals shall be taken by the Board or the administration against a grievant because of his/her participation in a grievance.

6.7 Released Time -

Should the processing of any grievance require that an employee or an Association representative be released from his regular assignment, he shall be released without loss of pay or benefits upon approval by the Superintendent.

6.8 Grievance Withdrawal -

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

6.9 Cost of Arbitrator -

Each party shall bear the full costs for its representation in the arbitration. The costs of the arbitrator and the AAA or IELRB, if any, shall be divided equally by the grievant and the Board.

6.10 Notice to Superintendent -

The grievance committee of HEA agrees to notify the Superintendent at least two (2) days prior to the formal filing of a grievance. If the grievance is brought by an individual(s) without participation by the Association, the Superintendent shall notify the Association President within two (2) days.

ARTICLE VII.

REPRESENTATION REFERENDUM

7.1 Representation Referendum -

Recognition of the HEA as exclusive bargaining agent for the unit described in Section 2.1 of this contract shall remain in effect until such time as the HEA may be successfully challenged or replaced in the manner prescribed by the Illinois Educational Labor Relations Act.

ARTICLE VIII.

NEGOTIATION PROCEDURES

8.1 Negotiation Procedures -

Negotiations shall be conducted through joint discussions with representatives of the Board and Association. The composition of the Association team, not to exceed four (4), shall be restricted to employees of the district, a full-time Uniserv staff member, and counsel. The composition of the Board team, not to exceed four (4), shall be restricted to members of the Board, the Administration, and counsel. In accordance with provisions of the Illinois Educational Labor Relations Acts, the Association will submit its proposals accompanied by financial implications no later than June 7. The Board shall do likewise no later than June 28, and direct bargaining shall begin no later than July 1. Timely reports on the status of negotiations shall be made as prescribed by the IELRB.

8.2 Impasse -

If agreement is not reached on all issues by fifteen (15) days before the start of the school year or expiration of the contract, either party may declare that an impasse exists and request the Federal Mediation and Conciliation Service to provide a mediator to assist them. This shall be reported to the IELRB. The mediator shall take such steps as he may deem appropriate, in accordance with the rules and regulations of the Federal Mediation and Conciliation Service, to persuade the parties to resolve their differences and effect a mutually acceptable agreement.

ARTICLE IX.

EMPLOYEE BENEFITS

9.1 Typing and Duplicating Facilities -

The Board agrees, within the limits of available funds, to provide each building typing and duplication facilities to aid employees in the proper execution of their duties.

9.2 Lunch and Relief Periods -

Each certified employee assigned to K-5 instructional levels shall be granted five (5) thirty (30) consecutive minute planning and material preparation periods each week. These shall be scheduled during the day when students are in attendance. In addition, there shall be one fifteen-minute break/recess period each day per certified employee in K-5. The aforementioned break/recess period shall be integrated into a building supervision program of related physical activity for students, which is to the mutual agreement of the building principal and employees of the individual buildings. At the 6-12 level, a minimum of 375 prep/lunch minutes shall be provided each five-day regular attendance week. Weeks with holidays, shortened days, or universal screening days may require a prorated amount of guaranteed minutes.

Except for the duty free lunch period as prescribed by the School Code, and recess periods above, when not on duty, and a scheduled preparation period within the regular school day, an employee is accountable for all time during the work day. Any time that student contact is not scheduled may be used according to the employee's professional judgment. It might include such instructional and supervisory duties as: conferences with parents, pupils, supervisors or administrators; lesson preparations and planning; maintaining records; and directing student activities.

Any time a specialized teacher who, by providing itinerant services to the entire elementary classroom (i.e., classroom music, chorus, physical education, art, etc.) is absent, the Administration will make every possible effort to hire a qualified substitute.

The reading room schedule will include shared 30 minute weekly planning times in which the classroom teacher and reading teacher work together to collaboratively plan the following week's differentiated reading lessons.

9.3 Sick Leave -

Each employee shall be entitled to fifteen (15) sick leave days per school year. Sick leave shall accumulate without limit; however, the financial obligation of the school district shall cease after utilization of the employee's total accumulated sick leave, not to exceed 180 days during any single school year. Sick leave shall be interpreted to mean personal illness or illness in the immediate family or household. The immediate family for purposes of this article shall include: parents, spouse, brothers, sisters, children, grandchildren, grandparents, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Each employee shall receive an annual accounting of his/her total unused sick leave no later than the first pay period in any school year.

A. Pregnancy Sick Leave -

Accumulated sick leave may be used for the period of actual disability as certified by the employee's physician as described below.

1. Medical certification by her treating physician that the state of her health will not be jeopardized by the continued employment. The employee shall furnish the Superintendent with a certificate in writing signed by said physician.
2. Said employee should notify the Superintendent in writing of the length of time, during the term of her pregnancy, she intends to continue employment with the Unit. Such notice should be served upon the Superintendent not later than thirty (30) days prior to the date when said notice shall state the employee will cease employment for the reason of her pregnancy barring no complications. A statement from the employee's physician will certify she will be unable to work due to her pregnant condition after said date. Said employee will be eligible for sick pay during that period.
3. Said employee shall return to work as soon as she is able to perform her duties as certified by a written statement from her physician to the Superintendent. However, the exact date of return will be determined jointly by the Superintendent and employee with the best interest of the educational program in mind.

B. Sick Leave Bank -

Any member of the bargaining unit may join and participate in a sick leave bank, controlled by the following conditions and administered by two Board of Education members and two Association members. The Superintendent shall serve as an ex-officio member, not voting except in the case of a tie. It is the intent of this sick leave bank plan to provide additional sick days for those members who may have a serious illness or catastrophic injury, and help prevent serious financial problems. To provide for unusual circumstances not covered by this agreement, the administering committee shall be used to make decisions relating to these cases. It shall be the responsibility of the administering committee to keep a record of all days contributed and distributed, and they shall make an annual report to the Board and the Association.

1. Limitations -

Only contributors to the plan may use the plan. Contributors will agree to participate by September 1 of each school year.

2. Contributions -

The participant will contribute two days to establish participation in the sick leave bank, and additional days in subsequent years, if needed, shall be determined by the administering committee. (After initial contribution, subsequent contributions not to exceed one day per year per member.)

3. Use of Sick Leave -

The sick leave bank is to be used for extended illness or accident. Members will use their accumulated sick leave before drawing from the bank. Members will be allowed to draw a maximum of forty-five (45) days from the bank per year. After the first twenty (20) days, each case will be reviewed by the committee and either granted the additional twenty-five (25) days or benefits terminated. The participant must apply to, and be approved by, the administering committee before sick leave bank benefits can begin.

4. Salary -

All days allowed and taken under this plan shall be paid at full salary for that individual.

5. Deductions -

All sick leave days contributed to this bank by an individual shall be deducted from the accrual of that individual.

6. Withdrawals -

A member who voluntarily withdraws from the sick leave bank shall forfeit all days contributed to the bank.

7. Distribution -

If for any reason this sick bank is abolished, all remaining days in the bank shall be forfeited.

C. Sick Leave Post-Retirement Incentive - Effective Oct. 14, 2014 -

Employees who retire with unused sick days not counted by the Teacher's Retirement System (TRS) toward years service shall be entitled to a benefit for their unused sick leave. The board shall reimburse those employees at a rate of seventy-five dollars (\$75) per unused sick day up to a maximum of one hundred sixty (160) days. This post-retirement incentive shall be in addition to those retirement incentives an employee may be eligible for in section 9.11 of this agreement. This bonus shall be paid as one lump sum following the last day of employment and receipt of the final payroll check. The Sick Leave Post-Retirement Incentive payment shall not be considered TRS creditable earnings.

9.4 Personal Leave -

The Board shall grant four (4) full days personal leave or eight (8) half days, or a combination thereof, at full pay. Such leave shall accumulate to six (6) personal leave days. Any days or half days over six (6) days not used during the year will be added to the accumulative sick leave of the employee. It is the intended purpose of personal leave to provide time for employees to be able to take care of family or personal business which cannot be accomplished during non-school days or hours. It cannot be used for anything covered under the sick leave policy unless all accumulated sick leave of the employee has been used. It cannot be used for recreational or leisure time activities **unless approved by the principal.** Any unused personal leave days, or parts thereof, shall accumulate as sick leave.

Written requests for personal leave shall be made to the building principal and must comply with the following guidelines:

- A.** No employee shall be permitted to use his/her personal leave days during the first

week of the school year or the last two (2) weeks of the school year; the day before or after Thanksgiving, Christmas, or spring vacations unless personal leave is being used as sick leave. **Exceptions:** awards day in school, mandatory appearance in court, college registration, graduation, or wedding of a member of the immediate family. No more than three (3) days of personal leave may be used in succession unless a special written request is submitted and approved by the Superintendent at least two (2) days prior to the personal leave requested.

- B.** The building principal shall be notified at least two (2) days prior to the designated day or days to be off unless personal leave is being used as sick leave.
- C.** No more than five (5) employees from each building shall use their personal days at the same time. (Herrin CUSD #4 Elementary School, North Side Primary Center, Herrin Junior High School, and Herrin High School.) Those using personal leave as sick leave shall not be counted within these limitations.

Any exceptions to the above shall be at the combined discretion of the Superintendent and the building principal.

9.5 Leaves of Absence -

A. Association Leave -

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of the substitutes. The employee who is to be absent shall supply to the building principal a highly detailed and precise lesson plan covering all instructional activities which are to take place. If the principal so directs, the employee will also arrange a conference with the substitute to brief him/her thoroughly on all phases of classroom activity. The maximum number of days in any school term shall not exceed thirteen (13) used for such purposes and, further providing, that no more than four (4) employees, no more than two (2) per building, for no more than three (3) consecutive days and that a written request for leave has been submitted to the Superintendent.

B. Education Leave -

A leave of absence without pay for the purpose of advanced study, of up to two (2) years may be granted to any employee upon request provided the employee shall be placed at the same position on the salary schedule as he/she would have

been had she taught in the district during such period provided he/she participated in an actual teaching situation during said leave.

A joint Administration-Association Education Leave Committee shall be established to evaluate education-leave applications and make recommendations to the Board. The committee shall be composed of three (3) administrators selected by the Administration and three (3) employees selected by the Association. The following qualifications shall be met prior to approval:

1. The joint Administration-Association Education Committee shall have approved the application.
2. No more than two (2) teaching employees may be granted education leave per year.
3. Approval will be given on an annual basis.
4. A legally qualified substitute shall be available for employment during said absence.

A joint Administration-Association Education Leave Committee may recommend to the Board, which will retain sole and exclusive discretion in granting said leave and that refusal to grant such leave will not be subject to challenge through the grievance procedure.

C. Public Office Leave -

Public Office Leave shall be in accordance with the Illinois School Code.

D. Maternity Leave -

A teacher shall have the right to take up to one calendar year off for medical leave with a doctor's note. HEA members may also request up to twelve (12) weeks of paid maternity/paternity leave, utilizing accumulated sick days, from the time of the birth of the child unless required earlier by a medical doctor. A leave for maternity/paternity purposes of up to one(1) calendar year may be taken. In the event that both parents are employed by the district, only one parent may take the full year, while the other is limited to a maximum of eight (8) weeks and are limited to a combined total of 16 weeks paid leave utilizing sick days. HEA members may petition the Board for additional unpaid leave if the parent or child is under the care of a physician. The HEA member may use accumulated sick

leave or petition the sick bank as discussed in other sections of this contract. A teacher must work for 95 days of a school year to accrue his/her yearly experience step on the salary schedule.

E. Other Leaves -

Employees may petition the Board for other leaves of absence without pay not specified herein. Such other leaves shall include but not be limited to:

1. Exchange teaching programs.
2. Foreign or military teaching
3. Peace Corps, Teacher Corps, and Job Corps
4. Association Leave
5. Advanced Study
6. Health

F. Group Insurance -

Insurance policies held by the employee may continue in force during the leave providing full payment of premiums is made by the employee. Payments shall be made to the district as determined by the Superintendent.

9.6 Professional Conferences and Workshops -

Each employee may apply for up to two (2) days per year of non-accumulated leave with full pay to attend conferences, meetings and workshops, which are closely related to his/her teaching assignment. The written request should be made at least two (2) weeks in advance to the Superintendent. It should describe the meeting or workshop and describe its benefit or relevance to the employee's teaching assignment. The Board shall reimburse the employee for all reasonable expenses for travel, lodging, meals, and registration fees of the employee during said leave. Board reimbursement shall be the total of \$800 for the two (2) days allowed per year. The Board will include a travel day for any conferences over 180 miles away from Herrin. An employee's conference, meeting, and workshop monetary allotment, all or part, is transferable from one employee to another. Each HEA member shall receive no more than one such transfer per year. If Title funds are available and upon prior approval by the superintendent or his/her designee, registration fees for the workshops, meetings, or conferences that offer Continuing Professional Development Units (CPDUs) shall be paid in full by the District and not fall under the \$800 limit. All claims for reimbursement must be supported by paid receipts, canceled checks, or other suitable evidence. If attendance at any meeting is at the request of the Board, Title I administrator, or a school administrator, such attendance shall not be counted against the two (2) day allowance under this section.

A teacher may choose to apply his/her \$800 toward college tuition, if desired. Appropriate documents must be on file including college course schedule, syllabus, and final grades. Once proof of successful completion of the course is submitted to the unit office, the funds will be reimbursed to the teacher.

The school nurses training for vision and hearing screenings will be paid by the district. One nurse per year will be trained.

9.7 Funeral Leave -

Reasonable time at full pay (not to exceed three (3) days unless by special arrangement with the building principal) shall be granted for funeral leave in addition to provisions specified in Section 9.3. Such leave shall cover: grandparents or guardians of the employee's spouse, stepchildren and step-grandchildren, uncles, aunts, and cousins of the first degree. One (1) day of funeral leave may be used in the event of the death of a personal friend.

9.8 District Committees -

Employees, including departmental chairmen, shall regularly serve on District committees to which they are appointed and shall regularly participate individually in committee curriculum development. However, no employee shall be required to serve more than thirty (30) hours outside of working hours during the academic year. If the employee feels that such participation is detrimental to his/her classroom obligations he/she may request consideration by the administration.

9.9 Support for School Functions -

Employees shall encourage and support school functions outside the regular instructional program provided this does not interfere with the regular instructional program. Their attendance is required at those assemblies and presentations which take place during the normal work day and occur at the attendance center in which they teach. Their attendance shall be encouraged at all scheduled events beyond the normal working hours involving students who come under the scope of the employee's direct supervision. All staff members shall participate in building meetings when called by the principal, assistant superintendent, or Superintendent. Twenty-four (24) hour notice shall be given for all such meetings. Attendance for the full sessions shall be required unless excused for cause by the administrator.

9.10 Employee Health Insurance -

The Board shall pay 100% of a \$20,000 term life policy for each employee who elects not to receive insurance benefits through Egyptian Trust. The Board shall pay 100% of a

\$10,000 term life policy for those who participate since Egyptian Trust includes a \$10,000 term life policy in its health insurance plan.

For the traditional (co-pay) health insurance policies, the Board agrees to pay a minimum of 65% of the individual health coverage premium and a minimum of 55% of the other health premiums.

For those employees who participate in the Health Savings Account (HSA) insurance policies, the Board agrees to pay a minimum of 85% of the individual health coverage premium and a minimum of 75% of the other health premiums.

For the health insurance policies, the Board agrees to the following regarding health insurance premium yearly increases:

1. An increase shall be defined as the difference between the next fiscal year's total premium for a given policy and the current year's total premium.
2. The Board and the employee shall be proportionally for any rate increase equal to or less than 30% of the current premium.
3. The Board agrees to pay any remainder of the rate increase not covered under 9.10.2 if the rate increase exceeds 30% of the current premium.

Any changes in coverage, including changes in insurer and/or benefits, shall be made only by mutual agreement of the Board and the District Insurance Committee. If mutual agreement cannot be reached, there will be no change.

A. The Board of Education shall provide an additional benefit for employees participation in the insurance plan through use of a "Cafeteria" plan (health insurance premium only), available under Section 125 of the Internal Revenue Code, that may allow the purchase of insurance on a tax deductible basis.

B. District Insurance Committee -

A committee consisting of seven (7) members appointed by the Herrin Education Association (HEA) bargaining unit, three (3) members from the non-certified staff, and one (1) administrator will meet annually to review the current carrier's performance, proposed rate increases, and possible changes in the health, dental, or life insurance benefits. If a new carrier is deemed necessary, it will be

identified by the committee with a new proposal being presented to all eligible employees for approval and the Board for ratification.

9.11 Prorated Benefits -

Employees who are hired for the school term but do not perform services for seven (7) hours as defined in Article IV, Section 4.1B of this agreement shall receive all the benefits of this contract on a prorated basis.

9.12 Pre-retirement Benefit / Post-retirement Benefit -

HEA members, who have attained at least ten (10) years of creditable TRS service or will have otherwise qualified for either full retirement under TRS guidelines or Early Retirement Option (ERO) retirement, and have been employees of Herrin School district for ten (10) years, may take advantage of the pre-retirement benefit. Letters of retirement must be filed by January 15 of the year up to, and including, the school year of retirement. In cases of emergency, the Board shall consider a later date of notification. The pre-retirement period may be from 1-4 years in duration depending upon when the letter of intent to retire is received and the specified date of retirement.

For example, employees who file by January 15, 2012, may indicate a retirement date of 2012, 2013, 2014, or 2015. Using this example, employees indicating retirement in 2012 will have a pre-retirement period of one year. Employees indicating retirement in 2013 will have a pre-retirement period of two years. Employees indicating retirement in 2014 will have a pre-retirement period of three years. Employees indicating retirement in 2015 will have a pre-retirement period of four years.

- A. Upon receipt of an irrevocable notice of intent to retire, a “benefit amount” will be determined using creditable earnings of the year prior as the base year of the calculation of the six (6%) percent increases. The employee shall receive a 6% increase each year of their pre-retirement distributed as provided herein.
- B. In addition to the benefit as described in 9.11.A, a qualifying retiring employee under this provision is entitled to a post-retirement bonus which shall be based upon years of actual services in TRS as set forth as follows:
 - 1. 10-19 years - No post-retirement bonus.
 - 2. 20-24 years - \$5,000 post-retirement bonus.
 - 3. 25-31 years - \$9,500 post-retirement bonus.
 - 4. 32+ years - \$14,000 post-retirement bonus.

Actual service is defined as teaching experience in Illinois public schools.

- C. The “benefit amount” will be distributed to the employee according to the following:
1. Pre-Retirement: For each school year between the time the notice of intent to retire is given and the date of retirement, beginning with the year the notice is given, the employee shall receive his/her creditable earnings being (106%) of the previous year’s creditable earnings as reported to TRS.
 2. Employees on the extra-duty increment schedule of the year prior to the pre-retirement period must continue their extra duty each year in order to receive their full pre-retirement benefit. If the employee voluntarily elects to forgo the extra duty responsibilities, the cost of their replacement per the Extra Duty Increment Schedule will be deducted from their creditable earnings calculation.
 3. Post-Retirement: At the time of retirement the post-retirement bonus shall be paid as one lump sum following the last day of employment and receipt of the final payroll check. Such post-retirement payment shall not be considered TRS creditable earnings.
- D. This provision for an employee signing such a letter will guarantee the benefit amounts as the minimum to be received regardless of the inclusion or changes in this provision in successor agreements.

In the event there is a legislative change or rule change affecting what has come to be known as SB27 and the district becomes subject to TRS contributions not contemplated herein, this provision shall be reopened for renegotiation, upon written demand to bargain by either party, to assure that the retiring employee shall receive the maximum benefit possible and the full value of the benefit provided under 9.9, while avoiding TRS penalties to the District that may arise due to the Pre-retirement Benefit / Post-retirement Benefit Amount. However, to the extent that any legislative or regulatory changes “grandfather” employees who have already provided their notice of intent to retire, the parties will not renegotiate over terms impacting those employees.

9.13 Payment of Teacher’s Retirement Service (TRS) Contributions -

The Board will pay TRS contributions in full, including additional amounts for retired teacher's health insurance. Such benefit shall not exceed 13% of the teacher's base salary.

9.14 Educational Support Personnel (Nurses) -

The Board agrees and recognizes that Educational Support Personnel (Nurses) are part of the Herrin Education Association's (HEA's) bargaining group whose rights are stated by statute (105 ILCS 5/10-23.5; 105 ILCS 5/11 E-110) and whose pay scale shall not follow the certified teachers' pay scale.

**ARTICLE X.
EFFECT ON CONTRACT**

10.1 Complete Understanding -

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

10.2 Incorporation of Board Policies -

The policies and procedures of the Board may neither countermand nor be contrary to the terms and conditions of this Contract.

10.3 Savings Clause -

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

10.4 Hold Harmless -

Should a court of competent jurisdiction, the Illinois Downstate Teachers' Retirement System, or the Internal Revenue Service render a ruling(s) affecting the tax deferred status of the Board Paid Retirement, such withholding of tax monies due, along with penalties and interest shall be the liability of the employee.

10.5 Inclusions -

The parties agree that applicable State and Federal laws are hereby incorporated into this Contract.

10.6 No Strike Clause -

The Association agrees not to strike nor condone a work stoppage of any kind while negotiations are in progress, including the impasse procedure. Education employees shall not engage in a strike except under conditions allowed by the Illinois Educational Labor Relations Act.

10.7 Term of Contract -

This contract shall be effective upon signature and shall continue in effect until the day prior to the opening of school for the 2021-2022 school year.

10.8 Maintenance Standards -

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing day of this Agreement as established by the rules, regulations, and/or written policies of the Board in force on said date shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein, shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any HEA member benefit existing prior to its effective date. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

Acceptance of Agreement

This contract is signed this 29th day of July in the year
2021.

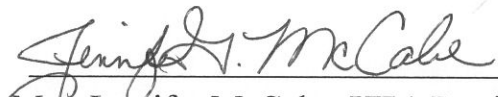
In witness thereof:

For the Board of Education
Herrin Community Unit School District No. 4



Mrs. Kelly Green, Board President

For the Herrin Education Association, IEA-NEA



Mrs. Jennifer McCabe, HEA President

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HEA Salary Schedule 2021–2022

Exp.	BA/BS	BA/BS+15	MA/MS	MA/MS+
0	\$44,000	\$45,500	\$48,275	\$49,825
1	\$44,850	\$46,350	\$49,125	\$50,675
2	\$45,700	\$47,200	\$49,975	\$51,525
3	\$46,550	\$48,050	\$50,825	\$52,375
4	\$48,500	\$50,000	\$52,775	\$54,325
5	\$49,350	\$50,850	\$53,625	\$55,175
6	\$51,525	\$53,025	\$55,800	\$57,350
7	\$52,375	\$53,875	\$56,650	\$58,200
8	\$53,225	\$54,725	\$57,500	\$59,050
9	\$54,075	\$55,575	\$58,350	\$59,900
10	\$54,925	\$56,425	\$59,200	\$60,750
11	\$55,775	\$57,275	\$60,050	\$61,600
12	\$56,625	\$58,125	\$60,900	\$62,450
13	\$57,475	\$58,975	\$61,750	\$63,300
14	\$58,325	\$59,825	\$62,600	\$64,150
15	\$60,325	\$61,825	\$64,600	\$66,150
16	\$61,175	\$62,675	\$65,450	\$67,000
17	\$62,025	\$63,525	\$66,300	\$67,850
18	\$62,875	\$64,375	\$67,150	\$68,700
19	\$63,725	\$65,225	\$68,000	\$69,550
20	\$64,575	\$66,075	\$68,850	\$70,400
21	\$66,875	\$68,375	\$71,150	\$72,700
22	\$67,725	\$69,225	\$72,000	\$73,550
23	\$68,575	\$70,075	\$72,850	\$74,400
24	\$70,575	\$72,075	\$74,850	\$76,400
25	\$73,325	\$74,825	\$77,600	\$79,150
26	\$73,600	\$75,100	\$77,875	\$79,425

HEA Salary Schedule 2022–2023

Exp.	BA/BS	BA/BS+15	MA/MS	MA/MS+
0	\$45,200	\$46,950	\$50,000	\$51,750
1	\$46,050	\$47,800	\$50,850	\$52,600
2	\$46,900	\$48,650	\$51,700	\$53,450
3	\$47,750	\$49,500	\$52,550	\$54,300
4	\$49,700	\$51,450	\$54,500	\$56,250
5	\$50,550	\$52,300	\$55,350	\$57,100
6	\$52,725	\$54,475	\$57,525	\$59,275
7	\$53,575	\$55,325	\$58,375	\$60,125
8	\$54,425	\$56,175	\$59,225	\$60,975
9	\$55,275	\$57,025	\$60,075	\$61,825
10	\$56,125	\$57,875	\$60,925	\$62,675
11	\$56,975	\$58,725	\$61,775	\$63,525
12	\$57,825	\$59,575	\$62,625	\$64,375
13	\$58,675	\$60,425	\$63,475	\$65,225
14	\$59,525	\$61,275	\$64,325	\$66,075
15	\$61,525	\$63,275	\$66,325	\$68,075
16	\$62,375	\$64,125	\$67,175	\$68,925
17	\$63,225	\$64,975	\$68,025	\$69,775
18	\$64,075	\$65,825	\$68,875	\$70,625
19	\$64,925	\$66,675	\$69,725	\$71,475
20	\$65,775	\$67,525	\$70,575	\$72,325
21	\$68,075	\$69,825	\$72,875	\$74,625
22	\$68,925	\$70,675	\$73,725	\$75,475
23	\$69,775	\$71,525	\$74,575	\$76,325
24	\$71,775	\$73,525	\$76,575	\$78,325
25	\$74,525	\$76,275	\$79,325	\$81,075
26	\$74,800	\$76,550	\$79,600	\$81,350

HEA Salary Schedule 2023–2024

Exp.	BA/BS	BA/BS+15	MA/MS	MA/MS+
0	\$46,500	\$48,250	\$51,500	\$53,250
1	\$47,350	\$49,100	\$52,350	\$54,100
2	\$48,200	\$49,950	\$53,200	\$54,950
3	\$49,050	\$50,800	\$54,050	\$55,800
4	\$51,000	\$52,750	\$56,000	\$57,750
5	\$51,850	\$53,600	\$56,850	\$58,600
6	\$54,025	\$55,775	\$59,025	\$60,775
7	\$54,875	\$56,625	\$59,875	\$61,625
8	\$55,725	\$57,475	\$60,725	\$62,475
9	\$56,575	\$58,325	\$61,575	\$63,325
10	\$57,425	\$59,175	\$62,425	\$64,175
11	\$58,275	\$60,025	\$63,275	\$65,025
12	\$59,125	\$60,875	\$64,125	\$65,875
13	\$59,975	\$61,725	\$64,975	\$66,725
14	\$60,825	\$62,575	\$65,825	\$67,575
15	\$62,825	\$64,575	\$67,825	\$69,575
16	\$63,675	\$65,425	\$68,675	\$70,425
17	\$64,525	\$66,275	\$69,525	\$71,275
18	\$65,375	\$67,125	\$70,375	\$72,125
19	\$66,225	\$67,975	\$71,225	\$72,975
20	\$67,075	\$68,825	\$72,075	\$73,825
21	\$69,375	\$71,125	\$74,375	\$76,125
22	\$70,225	\$71,975	\$75,225	\$76,975
23	\$71,075	\$72,825	\$76,075	\$77,825
24	\$73,075	\$74,825	\$78,075	\$79,825
25	\$75,825	\$77,575	\$80,825	\$82,575
26	\$76,100	\$77,850	\$81,100	\$82,850