



PROFESSIONAL AGREEMENT
BETWEEN
HAWTHORN SCHOOL DISTRICT #73
BOARD OF EDUCATION

AND

HAWTHORN EDUCATION ASSOCIATION IEA-NEA OF
HAWTHORN SCHOOL DISTRICT #73

July 1, 2018 To June 30, 2020

PROFESSIONAL AGREEMENT
July 1, 2018 – June 30, 2020

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PREFACE

The Board of Education of Hawthorn District 73 and the Hawthorn Education Association (HEA) acknowledge that the welfare of the children in our school district is of prime importance. This Professional Agreement will best serve the interests of our School District.

Article I

RECOGNITION

- 1.1 The Board of Education of the Hawthorn School District 73, hereinafter referred to as the “Board”, recognizes the Illinois Education Association (IEA) through its affiliate the Hawthorn Education Association, hereinafter referred to as the “Association” or “HEA”, as the exclusive bargaining representative for all full-time and regularly employed part-time certified personnel, and non-certificated personnel and excluding SEDOL employees, managers, supervisors, confidential employees including all District Office positions and short-term employees as defined by the Illinois Employment Labor Relations Act (IELRA).

The Board agrees not to negotiate with any other organization for the duration of this agreement.

- 1.2 The terms “teacher,” "certified staff member" and/or “licensed staff member" are interchangeable references in this Agreement. The term “full-time” when used herein shall refer to a licensed staff member or educational support staff member regularly employed for thirty- (30) hours or more per week. The term "employees" or members shall be used to reference all members of the bargaining unit.
- 1.3 The Association recognizes that the Board is the elected body representing the residents of the District and is vested legally with the responsibility for providing a sound educational program.

Article II

ASSOCIATION RIGHTS

- 2.1 Once the agreement is ratified, it will be posted on the district website within thirty (30) days.
- 2.2 The Board will authorize twenty-four (24) school days, in minimal increments of half days, for the purpose of attending Association related workshops, conferences, or conventions. These days may also be used for in-school business, which cannot be easily accomplished before or after school, and does not interfere with job related responsibilities.

Employees authorized by the Association President or his/her designee to take such leave shall be released from duties if it does not interfere with those duties, as determined by

the Principal and approved by the Superintendent or his/her designee, subject to the following:

- A. The Association will reimburse the district for the substitute's pay.
 - B. The Association shall request of the principal, in writing, leave authorization at least five school days in advance. In the event the request is denied, a reason will be given in writing.
 - C. Release time for Association representatives to attend Northern Illinois Health Insurance Plan (NIHIP) meetings will be in addition to the twenty-four (24) days. The Board will pay for release time for NIHIP meetings.
 - D. Upon agreement between the Superintendent and HEA President, additional days for conducting Association business may be granted.
- 2.3 The Association will monitor contracts issued to individuals to ensure that the individual contract conforms to the master Agreement.
- 2.4 The Association shall have the right to hold general membership meetings and executive meetings on school District property. The Association will provide meeting dates to the Superintendent by August 15th, and these dates will be placed on the district calendar. Staff will make a good faith effort to avoid meetings on those dates.
- 2.5 Weingarten Rights: At the employee's request, an employee has the right to have an HEA representative present when the employee is called to appear before a supervisor, administrator, or the Board to discuss matters that may lead to disciplinary action against the employee.

Article III BOARD RIGHTS

The Board retains the rights, authority, duties, and responsibilities legally conferred upon it, including but not limited to the following:

- 3.1 To the management, organization, and administrative control of the District and its properties and facilities.
- 3.2 To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of service to be provided and the methods and means of providing those services including entering into contracts with private vendors for services.
- 3.3 To hire all employees, and subject to the provisions of law, to determine their qualifications and the condition for their continued employment, discipline, dismissal or demotion; and to review, evaluate, promote, assign, and transfer all such employees.

- 3.4 To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns; to determine the number of kinds of personnel required in order to maintain the efficiency and effectiveness of District operations.
- 3.5 To build, move or modify facilities; establish budget procedures and determine budgetary allocations.
- 3.6 The exercise of the foregoing rights and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by this agreement to the extent such terms are in conformance with State law.

Article IV
NEGOTIATION PROCEDURES

The Board and the Association agree to negotiate under and abide by the Illinois Educational Labor Relations Act and its rules and regulations. If the parties require the assistance of a mediator either pursuant to the law or if an impasse exists the parties will contact and, if available, utilize the services of the Federal Mediation Conciliation Services (FMCS) prior to any other agency.

Impact Bargaining:

The Board recognizes that any changes that directly affect or impact on wages, hours, and working conditions will not be made until first the Association President is notified and the Association is given an opportunity to bargain over such item(s).

Article V
EFFECT AND DURATION OF AGREEMENT

The Parties agree that the length of the Agreement be 2 years. The Agreement is effective July 1, 2018 and will remain in effect through June 30, 2020. The parties agree that the term of this Agreement may be extended by mutual agreement at any point.

Article VI
NO STRIKE CLAUSE

Both parties recognize the desirability of continuous and uninterrupted operation of the educational program and avoidance of disputes, which threaten to interfere with such operations. The Association agrees that it will not, during the duration of this Agreement, directly or indirectly, engage in or assist in any strike against the District.

Article VII
FAIR SHARE

- 7.1 Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share to the Association equivalent to the amount of dues uniformly required of a member of the Association, including local, state, and national.
- 7.2 In the event that the employee does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share from the wages of the non-member.
- 7.3 The Board shall pay such fees to the Association no later than ten (10) days following deduction.
- 7.4 In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its expense and through its counsel, provided:
- A. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
 - B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.
- 7.5 The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with the Article.
- It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- 7.6 The obligation to pay a fair share fee will not apply to any employee who, on the basis of bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.
- 7.7 The Fair Share provisions shall not apply to any employee who was not a member of the Association at the end of the 1987/1988 school-term. However, such provisions

shall apply if such employee either voluntarily elects to pay his/her fair share or subsequently becomes a member of the Association.

Article VIII
WORKING CONDITIONS

Non-Instructional Time: (Planning Time for Teachers):

- 8.1 Each teacher will have a scheduled duty-free lunch period equal to that of the students, but in no event less than thirty (30) minutes, not including passing time.
- 8.2 Teachers may leave the building during their lunch period with appropriate sign out and punctual return.
- 8.3 Teachers will not be regularly assigned more than four (4) consecutive instructional periods or 170 minutes, whichever is greater, except if the teacher and the administrator mutually agree.
- 8.4 All full time teachers will receive a minimum of 345 minutes of planning time a week, excluding lunch, provided that such planning time shall include at least one thirty- (30) minute period per day, that a planning period shall not be less than fifteen (15) minutes, and that passing periods are not included in planning time.

Class Size:

- 8.5 Insofar as possible, the class size goals described in administrative procedures will be maintained. In the event circumstances require these goals be exceeded, the affected teacher and Association will work collaboratively with the administration to find a solution. (Reference Letter of Process maintained by HEA President and Superintendent.)

Breaks:

- 8.6 Support staff who work seven and one-half (7.5) hours or more per day shall receive one (1) thirty (30) minute unpaid duty-free lunch and two (2) fifteen (15) minute paid breaks. Building night custodians shall be paid for eight hours per day and receive one (1) thirty (30) minute duty-free paid lunch and two (2) fifteen (15) minutes paid breaks. Support staff paid for at least four (4) hours but not more than seven and one-quarter (7.25) hours, shall receive one (1) fifteen (15) minute paid break and one (1) thirty (30) minute duty-free unpaid lunch.

Transcripts:

- 8.7 In the event of clerical error, the district will reimburse staff members any cost for school transcripts or other information requested by the District Office which has already been provided by the staff members, as evidenced by written receipt. The staff member teacher will receive written receipt from the District Office.

Teacher Plan Days:

- 8.8 The Institute Days prior to the students' first day of attendance recognizes the need for individual teacher preparation. Teachers will be allowed six (6) hours, in minimum increments of two (2) hours, during the two days at the beginning of the school year.

Covering Classes:

- 8.9
- A. A teacher who covers a class at the request of the administration will be paid at the rate of \$30.00 per clock hour.
 - B. Administrators will make a good faith effort to find a teacher willing to substitute before calling upon a certified instructional assistant for internal substitution.
 - C. It shall not be the responsibility of a teacher to secure an internal substitute, but nothing shall preclude a teacher from volunteering to do so.
 - D. A certified instructional assistant may volunteer to substitute in a class in the absence of a licensed teacher when asked by the Administration. The Assistant shall be paid their full hourly rate plus \$3.00 (sub pay) and will be guaranteed at least one hour per day of sub pay each time they are asked to substitute for a teacher.

Traveling Employees:

- 8.10 Employees who travel between buildings and use their personal vehicles as a regular part of their employment shall be reimbursed at a flat rate for travel to and from the two campuses. The reimbursement will be based on the rate in effect on the date of travel. The rate will be adjusted based on the currently announced and effective IRS rate per mile. (A form/log to keep track of mileage will be made available to affected employees.)

Transfer of Classroom:

- 8.11 Teachers who are relocating from one building to another at administration's request will be given one (1) personal day; teachers who are transferring from one room to another within a building at administration's request within ten (10) calendar days of the beginning of the school year or during the school year will be given one (1) personal day.

Length of Day:

- 8.12 The length of the teacher day is 7.5 hours, including a duty-free lunch. The start and end times will be established by the Superintendent for each building. A good faith effort will be made to make the start time no earlier than 7:15 a.m. and no later than 3:45 p.m. The Board and Association will mutually agree upon any adjustments.

Two after school 60-minute teachers' meetings (a meeting which ends 30 minutes beyond the contract day) may be conducted every second and fourth Wednesday of each month, September through May. For the 30-minute extended meeting time, the Board would allow the teachers to leave school 30 minutes early the day after a scheduled meeting.

Electric Device Program:

- 8.13 The Association and District agree to the following regarding the teacher electronic devices (such as laptops, chromebooks, and ipads) program:
- A. Per the Hawthorn Board, budget permitting, all teachers shall be given electronic devices (such as laptops, chromebooks, and ipads) in order to assist their duties as a Hawthorn Educator.
 - B. All teachers wanting to take advantage of this opportunity will sign the device contract agreeing to pay a premium of \$50 per year to cover damages possibly incurred to the device. Repeated needed repairs for a device assigned to an employee by a single individual may result in the individual being responsible for repairs.
 - C. The district agrees to hold this money as insurance, meaning no refund would be given, and no additional monies would be asked. This fee protects the teacher's use.
 - D. Any ESP taking/assigned an electronic device wanting to take advantage of the opportunity will sign the electronic device contract agreeing to pay a premium of \$25 per year to cover any and all damages possibly incurred to the device. If an ESP chooses not to take a device off property, that person can opt out of the fee with the understanding that the device must stay on district property.

Access:

- 8.14 The Associa Employees will have access to their buildings within the hours established by the Superintendent. Procedures and guidelines will be made available to the staff by building administration at the start of each school year.

Open House and Conferences:

- 8.15 No teacher shall be required to attend more than two (2) Open Houses per school term. Any teacher assigned to a non-regular classroom; e.g., PE, music, LBS, Enrichment, etc., if requested to attend more than two (2) Open Houses during the school term, will be granted compensatory time off equivalent to the time the teacher spent at the Open House.

For Fall and Winter conferences, teachers shall be required to work no more than seven (7) hours over two (2) days, with a minimum of one (1) hour to be worked each day.

Building Communication Vehicle:

- 8.16 In each building, the principal and the Association building representative shall periodically, but not less than once each month during the school term, meet to discuss matters, which in the opinion of either party impact on the smooth operation of the building. Advisory resources may be at the meetings, as the parties deem necessary with reasonable notice given to the other party.

The purpose of the meeting(s) is to discuss mutual interests and/or to attempt to develop solutions or resolutions within a reasonable amount of time of any problem or concern that is brought to the meeting by either party. If a solution or resolution of a problem or concern cannot be achieved, then either party may refer the problem or concern to the Labor Management Relations Committee (LMRC). The solution or resolution of any problem or concern shall be reported to the Association President and the Superintendent.

Article IX
EXTRA DUTY PAY

- 9.1 The person(s) responsible for directing a summer IEP meeting and curriculum work done on non-school days, when approved by administration, will be compensated at the hourly rate of \$36.75 for 2018-19 and \$37.50 for 2019-20.
- 9.2 If a teacher or ESP is required by administration to attend a workshop, IEP meeting or training session outside of contract hours, a teacher will be compensated at the hourly rate of \$31.75 for 2018-19 and \$32.25 for 2019-20, and ESP at their hourly rate. The teacher or ESP must register and/or complete necessary paperwork.
- 9.3 If a teacher provides local training time as a Hawthorn Local Trainer (HLT) or teaches in the summer school or before or after school programs, they are compensated at the hourly rate of \$40.00 for 2018-19 and \$40.50 for 2019-20.
- 9.4 Homebound tutoring will be reimbursed at the hourly rate of \$31.75 for 2018-19 and \$32.25 for 2019-20

Article X
WORK YEAR

Teachers:

10.1 The normal teacher work year shall not exceed one hundred eighty (180) days per school year, with the following exceptions: newly hired teachers and teachers hired as replacements the previous school year will have two (2) extra in-service days at the beginning of their first full school term.

Full-Time Support Staff:

10.2 Educational support staff shall be placed in one of the following classifications and shall be considered full-time for those positions listed in the chart below.

CLASSIFICATION	ESP POSITION	HOURS WORKED PER DAY	WORK YEAR
Secretaries	Principal's Secretary	8.0	12 month (260 days)
	Student Secretary	7.5	200 days
Clerical	Office Clerk	7.5	200 days
	School Services Clerk	6.5	174 days**
	Health Assistant	6.5	174 days**
Nurses	Registered Nurse	7.0	180-190 days
Occupational Therapists	Occupational Therapists	7.5	180 days
Assistants	Instructional Assistant	6.5	174 days**
	Instructional Assistant (EC)**	7.0	169 days
	Instructional Assistant (PK)	7.0	174 days**
	One-on-One (1:1) *	6.5	174 days**
	Library Media Facilitator	8.0	190 days
Custodial	Building Day	8.0	12 months (260 days)
	Building Night	8.0	12 months (260 days)
Maintenance	Maintenance	8.0	12 months (260 days)

**Not to include temporary One-on-One assistants subject to the Memorandum of Understanding excluding same for the bargaining unit.*

***These days may be adjusted due to early release days*

Part-Time Support Staff:

10.3 Support personnel whose paid working hours per day are greater than the number of hours listed above shall retain their same hours worked per day. Any educational support personnel employed before July 1, 2004, and whose current hours per day are within

thirty (30) minutes of those listed in the chart above shall be afforded the option of moving to said hours upon agreement with the Superintendent and discussions with the Association President. All future support personnel employed after July 1, 2004, shall be employed and compensated for the hours worked using the hours specified above to calculate full-time equivalency (FTE). The district may change the above working condition provided it adheres to the reduction in force provisions of this agreement, the School Code, and the duty to bargain.

Summer and Winter/Spring Break Work Hours:

- 10.4 The administration has the flexibility to adjust weekly schedules while keeping the total work week hours the same.

Article XI
LABOR MANAGEMENT RELATIONS COMMITTEE

Labor Management Relations Committee (LMRC):

- 11.1 The parties shall organize a labor/management committee designed to serve as a vehicle for informal resolution of labor/management concerns as such concerns may arise during the term of the contract. By participating in committee discussions, neither party waives its rights to engage in formal collective bargaining nor to declare any issue non-negotiable within the meaning of the Illinois Educational Labor Relations Act as interpreted by the Illinois Educational Labor Relations Board (IELRB) rules, regulations, or decisions or judicial interpretations thereof, unless such party expressly agrees to such waiver in writing.

Either the Association Executive Board or Board may call a LMRC meeting. No later than five (5) school days after the call has been issued, each party shall provide the other party with a descriptive agenda that reviews the items to be discussed at the meeting. A meeting shall follow no later than fifteen (15) school days following the call for a meeting.

Process of LMRC:

- 11.2 The Committee shall be free to choose the best appropriate process for dealing with business, the level(s) of formality, and so forth, mindful of various models available.

Composition of the Committee:

- 11.3 The committee shall consist of ten members, five (5) selected by the Board and five (5) by the Association. The Superintendent and two Board members shall represent the Board. The President will represent the Association. Each party shall choose remaining members from its constituency. Alternates from the constituencies shall be provided in the event a member cannot attend a scheduled meeting. Advisory resources may be used at meetings, as the parties deem necessary with reasonable notice given to the other party.

Scope and Purpose of the Committee:

- 11.4 The items for committee business shall include, but not be limited to, the following subjects: class sizes, least restrictive environment (LRE), class load, points of contract interpretations, items considered necessary to a smooth regulation of matters affecting wages, hours, and all other terms and conditions of employment, and to consider other matters of professional concern.

The purpose of the committee is to determine a possible solution to any perceived difficulties of the employees in the District and, if possible, to expedite solutions enforceable with the mutual concurrence of the Board and the Association. Each side retains its right to determine ratification, if any, of decisions and recommendations developed by the LMRC. By mutual agreement these decisions may become binding and reflected in memoranda of understanding attached to the contract, provided such have majority acceptance by both the Board and Association.

Each side shall determine in committee the need for wider ratification of decisions reached.

Article XII

SERVICING STUDENTS WITH SPECIAL NEEDS, ACCOMMODATIONS, OR INTERVENTIONS

- 12.1 All teachers and assistants working with a student with special needs (i.e., IEP), accommodations (i.e., 504 Plans), or interventions (i.e., Response to Intervention (RtI) Tier I, II or III) shall receive relevant information and appropriate training that will enable them to do the best job possible for the education of the child in a timely manner.
- 12.2 Teachers will not perform non-educational duties for which they are untrained or go beyond the scope of their training. At the request of administration, assistants will be trained to perform non-educational duties and will be compensated if this required training occurs outside contract hours at their hourly rate.
- 12.3 Special education teachers will receive one release day per trimester for planning, parent contact and consultation with support staff.
- 12.4 The administration will attempt to provide teachers of students described above a common planning time with the other support staff if it can be accomplished within the scheduling pattern at the school.

Article XIII
GRADING

- 13.1 Teachers shall administer the approved marking system and/or means of evaluating pupil progress in accordance with the policies and practices of the District. The teacher shall maintain the responsibility and right to determine grades and other evaluations of students within the grading policies of the District based upon his/her professional judgment of available criteria pertinent given the subject area of activity for which he/she is responsible, subject only to the appeal procedure noted below. Grades as administered by the teacher shall not be changed except for good reason shown, including, but not limited to ensuring equity, correction of errors of calculation, or other consequential or unusual circumstances. Favoritism shall not be considered in evaluating a requested grade change.
- 13.2 A student and/or parent seeking a change of grade shall first consult with the teacher who administered such grade. If still unresolved, the student and/or parent may consult with the principal or other appropriate local supervisor, and an appeal may be taken from there by communicating with the Superintendent or designee in writing, such to be copied to the teacher.
- 13.3 If there is still dissatisfaction with the grade or other evaluation, the parent and/or student may request to meet with the Board of Education, a committee thereof, or with a hearing officer/conciliator it shall appoint and whom shall report to the Board. Any such meeting shall be in executive/closed session and the privacy rights of the student, parent, teacher and any other affected individual shall be maintained to the highest degree.
- 13.4 The determination of the Board or a committee thereof in such matters shall be final, provided that if any change of grade does occur at any stage, the person(s) making such change shall assume responsibility for determining a new grade or evaluation and shall initial such change. The records of the District shall reflect the original teacher grade or evaluation, the changed grade or evaluation of the person making such, and the reason for such change.
- 13.5 It is understood that process violations only, and not the actual grade change, if any, are grievable.

Article XIV
PROFESSIONAL DEVELOPMENT

- 14.1 All teachers with the exception of teachers in the final lane of the schedule will be rewarded for each semester hour of college credit that is satisfactorily completed with a grade of "B" or better. It is understood that the Board and Superintendent will grant this

reward only for credits from a degree program from an Illinois approved Teacher Education Institution (as identified by the Illinois State Board of Education) and which will aid the teacher in his/her teaching. The reward shall consist of 100% of tuition payment for each course, not to exceed \$2,000.00 per school year. The District may provide up to an additional \$400 per school year for coursework reimbursement applicable towards certification and/or endorsement in an area of licensure or endorsement pre-approved by the District based on District need.

The teacher must submit an official request for pre-approval of coursework to the Superintendent or his/her designee and must provide appropriate receipts and verification of coursework upon completion. Part-time teachers' benefits will be pro-rated.

Unused credit for tuition paid under this provision shall not accumulate or roll over to any subsequent school year.

The practice of crediting hours beyond the Bachelor's Degree that do not count towards securing a Master's Degree will no longer be in effect for new hires in 2010-2011 and beyond. To be placed beyond the Master's Degree lane, additional hours must be earned after the completion of the Master's Degree effective with all new hires in 2010-2011 and beyond.

Prior to the beginning of each school year, the Board and the Association shall mutually agree on one or more goals for the District for that school year. If coursework related to the goal(s) area is satisfactorily completed with a grade of "B" or better, an additional \$100 shall be added to the above-amount for that year.

Teachers in the final lane of the schedule may receive the \$2,000.00 tuition reimbursement for purposes of maintaining their certificates and/or licensure from a degree program from an Illinois Teacher Education Institution (as identified by ISBE).

Teachers in the final lane of the schedule will also receive up to \$200 annually for attendance at seminars/workshops/conferences that are pre-approved by the building administrator. There will be no rollover of any funds that are unused from one school year to the next. For all other teachers, requests for attendance at seminars/workshops/conferences must be pre-approved by the building administrator and will utilize the respective building budget. Tuition reimbursement money may be utilized if approved by the Administration at a limit of \$200 per year with no rollover.

Course work must be completed and submitted on or before August 15 to receive a lane change for that school year. Submissions will be accepted electronically with confirmation of the receipt of appropriate documents.

A letter outlining the process will be developed by a joint committee of District Administration and HEA members.

National Board Certification:

- 14.2 Tuition money can be used to pay for National Board Certification. Credits must be earned from an acceptable university for a lane change.

Reimbursing the District:

- 14.3 Any teacher who utilizes the district benefit of tuition reimbursement for professional development purposes agrees to reimburse the district for the total amount of the tuition paid on the teacher's behalf if the teacher does not complete two school years of his/her employment with the district following the tuition reimbursement.

The amount owed by the teacher to Hawthorn School District 73 under this tuition reimbursement/repayment policy is the total amount of money the teacher received from the district for tuition during the last year of his/ her employment. The teacher is required to reimburse the district for tuition by no later than 14 calendar days following his/her notice of resignation or his/her last day of employment, whichever is sooner.

Support Staff:

- 14.4 The Board will annually designate an amount of money to one hundred (100 credit hours) times the current College of Lake County (CLC) in-district per hour cost for the purpose of course tuition reimbursement, conferences, or workshop costs.

Educational support staff may request up to \$400 for workshops, conferences, or coursework. The building principal and the Superintendent or his/her designees must approve, in advance, all workshop, conference or coursework requests. The content of those workshop, conference, or coursework requests must be related to the job of the educational support personnel.

Mentoring Program for Teachers:

- 14.5 All first and second year certified staff will be provided with a mentor. Compensation for Teacher Mentors shall be as listed in Appendix A: Extra-Duty Stipends.

Note: The parties will form a joint committee to address equitable access to professional development opportunities amongst teachers. The Superintendent will provide a letter outlining the process for the committee formation and its charge.

Article XV
FRINGE BENEFITS

Life and Accidental Insurance and Long-Term Disability for all Licensed and Twelve Month Employees:

- 15.1 Pay in full the premiums of the Life and Accidental Death and Disability for full-time teachers and twelve month employees, in the amount of their current salary level, excluding stipends, to the nearest thousand. For part-time employees working 30 or more hours per week, pay 100% of the prorated premium.
- 15.2 Pay in full the premiums of a Long-Term Disability policy for full-time teachers and twelve month employees, in the amount of 60% of their current salary, to a maximum of \$5,000 per month to age 65. For part-time employees, working 30 hours or more per week, pay 100% of the prorated premium.

Insurance for All Members:

It is the Board's objective to maintain a level of insurance coverage consistent with those outlined in the Northern Illinois Health Insurance Plan (NIHIP) 2018-2019 Benefits Summary. However, recognizing the potential for significant variation in the insurance industry, the Board will seek the counsel and advice of the Association before any changes, other than minor premium adjustments are made.

The Board will contribute to the insurance program as follows:

- 15.3 Full-time employees will be allowed a benefit equal to the amount of the single coverage premium for current level of health insurance benefits in the PPO 300, PPO 750, PPO 1200 or HMO Illinois plan. The District will provide employees with a benefit summary). For part-time employees, working 30 or more hours per week, the Board will pay 100% of the prorated amount. Employees selecting the District's PPO 200 plan will pay the District toward the cost of the premium an amount equal to the difference between the premium cost of the PPO 200 plan and the PPO 300 plan.
- 15.4 Full-time employees will be allowed a benefit equal to the amount of the single coverage premium for current level of dental insurance benefits. For part-time employees, working 30 or more hours per week, the Board will pay 100% of the prorated amount.
- 15.5 The Board will pay 30% of the monthly dependent coverage premium for NIHIP PPO 300, PPO 750, or PPO 1200 plans, or 50% for HMO Illinois plan for full-time employees. For part time employees, who are assigned to work 30 or more hours per week, the Board will pay the same percentage or dollar amount of the prorated premium.
- 15.6 The Board will adopt an IRS 125 Salary Reduction Plan. The plan will allow employees to designate a portion of their pre-tax salaries for items such as un-reimbursed medical bills, dependent group medical insurance premiums, and dependent day care expenses. The Board will offer broad benefit coverage, subject to applicable IRS limitations on expenses eligible for coverage.

Set up costs, annual administrative costs, and monthly fees will be paid by the Board.

Health Insurance Optional Incentive for Employees:

- 15.7 For those employees who choose not to participate in the district provided health insurance plan, the Board shall pay \$500 annually into a Section 125 Spending Account in lieu of insurance. The amount will be increased to \$600 annually if the employee contributes \$600 to their flexible benefits plan.

Direct Deposit for all Employees:

- 15.8 All wages for staff will be set up as direct deposit with consideration for exceptions brought to administration and HEA President for approval.

Article XVI
TAX SHELTERED ANNUITY

As authorized under Section 403(b) of the Internal Revenue Act, the Board of Education hereby authorizes tax-sheltered annuity agreements for eligible employees of School District 73 per the plan document.

Article XVII
RETIREMENT

Limitation on Salary Increase of Teacher's Eligible for Retirement:

- 17.1 Excluding those teachers that are grandfathered for 6% increases, a teacher who is eligible to retire within 4 years cannot earn more than 3% more than their previous year's TRS creditable earnings. The 3% limit shall be calculated based upon the teacher's total annual creditable earnings, inclusive of salary schedule movement, extracurricular pay, monetary stipends and/or any other payment used in the calculation of creditable earnings for purposes of the TRS 3% cap on end of career earnings. This District reserves the right to adjust income to prevent teachers from exceeding a 3% increase in total creditable earnings during this time period so that a teacher will not receive more than a 3% increase over the previous year's total TRS creditable earnings in any single year of employment.
- 17.2 The Board shall pay 100% of the first two years of premiums for TRS Health.
- 17.3 The Board will pay each TRS certified retiree \$50.00 for each unused sick day over and above that used for retirement credit, to a maximum of 25 days.
- 17.4 The Board will pay each IMRF ESP retiree \$50.00 for each unused sick day over and above 240 days , to a maximum of 19 days.

Article XVIII
SICK LEAVE

Teachers:

18.1 Each full-time teacher shall annually be credited with sick leave reserve, as per Section 24-6 of the Illinois School Code, as follows:

1-4 Years	5-23 Years	24+ Years
10 Days	12 Days	13 Days

There is no limit to the number of sick days that a teacher can accumulate.

Part-time teachers shall receive pro-rated sick leave benefits.

Educational Support Staff:

18.2 All newly hired ESP employees are given three (3) sick days with a 90-day probationary period. Following the probationary period, each employee will earn one sick day each month.

At the beginning of the second school year and subsequent years of employment, twelve (12) month employees shall annually be credited with twelve (12) sick days and ten (10) month employees with ten (10) sick days.

Part-time employees shall receive pro-rated sick leave benefits.

Unused sick leave shall accumulate to an unlimited amount.

Article XIX
SICK LEAVE BANK

The Board recognizes the possibility that in rare instances an employee may be by nature of extended illness or disability forced to be absent from work for a period of time in excess of his/her accumulated sick leave, personal days, and vacation days. A sick leave bank of eighty-(80) days will be granted annually to the district staff to be used for such valid emergencies.

The following are established guidelines:

- A. The staff member will request in writing a disposition of days to the Superintendent. The request shall include the following: 1) Statement of illness; 2) Length of illness to the best of their ability; 3) Approximate date the staff member will return to work; and 4) Amount of days requested. The request cannot exceed ten (10) days and no employee may be granted more

than ten (10) days per year. Unused days will be returned to the sick leave bank.

- B. Upon receipt of this request, the Superintendent and the President of HEA will meet to collaborate and make a final determination.
- C. Consideration of such request will be granted only to staff members who have exhausted their total accumulation of sick leave, personal days, and vacation days.
- D. Any request for such days must be in accordance with the provisions as stated in the State Code.

Article XX PERSONAL BUSINESS

Full-time employees may be granted two (2) days per year for personal business. However, a written request for these days must be made to the Superintendent at least two days prior. In case of an immediate emergency, the two-day period may be waived if approved by the Superintendent. The intent of personal business leave is to provide added protection for the employee in that he/she would not suffer salary loss conducting his/her necessary personal affairs, the time and occurrence of which are not within his/her control and require his/her attention and necessitate his/her absence from work. Part-time employees will receive pro-rated personal business days. Allotment will be rounded to the nearest half day. Such days may accumulate to four (4) days. Unused amounts of accumulated days in excess of the four (4) days will accumulate as sick leave days. Beginning in the 2019-20 school year, personal days may accumulate to five (5) days. Unused amounts of accumulated days in excess of these five (5) days will accumulate as sick leave days.

The school day immediately preceding or succeeding a holiday cannot be used for personal leave. This stipulation may be waived upon the approval of the Superintendent.

At no time may an employee use more than 4 consecutive days.

Article XXI RELIGIOUS HOLIDAYS

Those employees exercising the observance of a religious holiday in addition to the two personal days per year shall upon notification and approval of the Principal and Superintendent be excused from work with pay up to a maximum of two (2) days per year. These “excused with pay” days shall be compensated for by an equivalent number of days in excess of the basic 180-day calendar in curriculum work or other professional endeavor as designated by the Principal and Superintendent. Said days to be mutually determined by the employees, Principals, and Superintendent.

Failure to comply by the first day of student attendance the next year shall result in an appropriate loss of pay.

Article XXII
BEREAVEMENT

Leave shall be granted to regularly employed employees due to the death of a member of the immediate family, or significant other persons, upon written explanation to and approval by the Superintendent. Immediate family is defined as wife, husband, son, daughter, grandson, granddaughter, sister, brother, mother, father, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandmother, or grandfather.—Significant other is defined as an individual with whom the regularly employed employee has formed a close, personal relationship over a period of time and is not limited to family members of the employee. Examples include aunt, uncle, and longtime family friend. The decision of whether an individual satisfies this definition will be made by the Superintendent and the President of the HEA on a case-by-case basis.

Such leave, if taken for the death of a member of the immediate family, shall not exceed three working days unless extended at the discretion of the Superintendent. If taken for the death of a significant other, such leave shall not exceed one working day.

Article XXIII
LEAVE OF ABSENCE

In accordance with the authority granted by the Illinois School Code, the contractual continued services (tenure) status of a teacher will not be affected by a leave of absence.

Qualifying for a Leave:

23.1 Non-tenured teachers or support employees with two (2) years or more of service in the District may qualify for a leave of absence as per the provisions outlined in this section. The leave may be for such period of time and for such reasons as the Board may approve, but in the normal situation, the maximum period for a leave is not more than one year. An agreement covering the terms of the leave of absence will be executed and will contain such terms and undertaking by the employee as the Board deems appropriate in the circumstances. Leave of absence may be for reasons of health, professional studies, family affairs, or other reasons deemed sufficient by the Board. Requests for a leave of absence are to be made in writing to the Superintendent and must include the purpose for and the beginning and ending dates of the leave.

Nullification of the Leave:

23.2 Acceptance of full-time employment elsewhere during the term of the leave of absence automatically cancels the leave, acts as an immediate resignation of the employee from

employment by the Board and terminates tenure status unless the Board and the employee mutually agree upon such employment in writing in advance.

Compensation during a Leave:

23.3 An employee who is on leave of absence for a full school year does not advance on the salary schedule for that year and does not acquire a year of service for that year. No compensation is paid to the employee while on leave of absence, and sick leave is not available to be utilized while on leave of absence. The employee on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional leave until the employee returns to service.

Insurance/Health Benefits during a Leave:

23.4 The financial obligation of the Board for all insurance/health benefits will terminate the first of the month following the effective date of the leave. However, an employee on leave of absence may participate in the District's insurance plan at the employee's expense.

Terminating a Leave:

23.5 An employee who is granted a leave of absence which is to terminate with the beginning of a school term must notify the Superintendent in writing by March 1st preceding the scheduled return date whether the employee intends to return to employment in the district for the following school term. Failure to so notify the Superintendent and Board by March 1st will constitute an automatic resignation resulting in termination of tenure and all employment.

Failure to Return Following a Leave:

23.6 Failure of the employee to return to service with the District at the cessation of the leave of absence period will affect an immediate resignation of the employee from employment by the Board and will automatically terminate all tenure of other rights of the employee with the Board without any further action being required of the Board to effectuate such termination.

Article XXIV
JOB SHARING LEAVE

Purpose:

24.1 Job sharing as defined in this section is a voluntary program providing two (2) employees the opportunity to share one (1) full-time equivalent position.

It shall be the responsibility of each job-sharing applicant to inform his or her immediate supervisor of his or her intent to apply. Participants in job-sharing positions shall submit

an application and proposed plan for a Job Sharing Leave to the Superintendent by February 1 of the year preceding the school years for which the leave is requested. The job-sharing plan shall include but not be limited to, schedule of work hours, and/or days, attendance at staff meetings, in-service days, and other job responsibilities. The Board upon the recommendation of the Superintendent, shall determine final approval of the job sharing leave. If denied the opportunity to job share, the employees and the Association President will be provided written reasons for the denial.

Salary Credit Allowable:

24.2 Participants in job-sharing positions shall be placed appropriately on the salary schedule and salaries shall be pro-rated according to the time worked. Contributions to the Teachers' Retirement System or the Illinois Municipal Retirement Fund shall be pro-rated according to the time worked. Participants in job-sharing positions shall receive salary step advancement pursuant to district practices.

Length of Leave:

24.3 The length of a job-sharing leave shall be for one (1) school year and may be renewed by the Board no later than April 2 if a request to renew is made by February 1.

Granting a Job-Sharing Leave in one school year will not mean automatic approval for the next year, although weight will be given to the continuation of the program.

Seniority:

24.4 Employees participating in the job-sharing program, as set forth in this section shall accrue seniority in proportion to the time worked.

Insurance and Leave Benefits Availability:

24.5 Participants in job-sharing positions will receive benefits the same as any other part-time employee. That is, on a pro-rated basis with the Board paying its proportionate share of the costs and the employee picking up the rest.

Return from Job-Sharing Leave:

24.6 Participants in a job-sharing program shall submit written notice by February 1 of their intent to return to full-time employment. The employee shall be returned to a comparable position upon his/her return to full-time employment.

Article XXV
FAMILY AND MEDICAL LEAVE

In accordance with the Family and Medical Leave Act (FMLA), the Board, acting through the Superintendent, will grant eligible employees unpaid family and medical leaves of absence under current applicable law.

Article XXVI
VACATIONS FOR 12-MONTH EMPLOYEES

Twelve (12) month employees shall receive the following vacation benefit:

- A. In the first year of employment, the employee will receive 3 days of vacation at the time of hire. After 90 days of employment an additional seven days will be provided.
- B. Two (2) weeks vacation **after** one (1) full year of employment available on July 1st of the second year.
- C. Three (3) weeks vacation **after** five (5) full years of employment available on July 1st of the sixth year.
- D. Four (4) week vacation **after** ten (10) years of employment available on July 1st of the eleventh year to be taken in increments of no more than two (2) weeks at a time unless authorized by the immediate supervisor and the superintendent or his/her designee.

Vacation days must be taken from July 1 to December 31 of the following year (18 months). There is no carry over or compensation for unused vacation.

The immediate supervisor, building principal and the superintendent or his/her designee, must approve vacation days.

Article XXVII
ASSIGNMENTS, SENIORITY, AND TRANSFERS FOR EDUCATIONAL SUPPORT
PERSONNEL (ESP)

Seniority:

- 27.1 A. Seniority shall be defined as the length of service within their classification in the district. Accumulation of seniority shall begin from the employee's first workday. Employees transferring between classifications shall count their total seniority following satisfactory completion of the required ninety (90) day probationary period.
- B. Part-time employees shall accrue seniority from their hire date on a prorated basis.

- C. Ties in Seniority – In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.
- D. Probationary Employees shall have no seniority until the completion of the ninety (90) day probationary period at which time their seniority shall revert to their first day of work.
- E. Loss of Seniority – An employee will lose seniority in the following instances:
 - Resignation
 - Dismissal for cause
 - Retirement
 - Being laid off for a period of one year
 - Employment in a position outside the bargaining unit
- F. Maintaining and Posting of Seniority Lists
 1. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted by February 1st annually thereafter.
 2. A copy of the seniority list and subsequent revisions shall be furnished to the Association President. Any employee disagreeing with his/her seniority placement shall respond, in writing, to the Superintendent and the Association President within thirty (30) work-days after the effective date of the posting. Said disagreements will be acknowledged and/or corrected within thirty (30) work days of written notice.

Transfer to Another Job Classification:

- 27.2 Any employee who has been incapacitated at his/her regular work by injury or compensable occupational disease while employed by the employer may be employed at other work on a job that is currently available with the employer, which he/she can do, and for which he/she is qualified.

Classification Within the Bargaining Unit:

- 27.3 For the purpose of this Agreement, all employees shall be placed in one of the following classifications based on their assignment:
- Secretaries
 - Clerical
 - Nurses
 - Assistants

- Custodial
- Maintenance
- Occupational Therapists

Vacancies:

27.4 Definition of Vacancy – A vacancy shall be defined as a newly created position, an unfilled position or a position that has become available in the district due to an employee’s departure.

Posting and Filling of Vacancies – Whenever there is a new or vacant position, such positions shall be emailed to all District employees. An employee desiring to apply for such job shall make his/her application through the district’s online application process within five (5) days of the sent date of the e-mail.

Transfers:

27.5 Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, when such move involved a change in classification, building, or shifts.

Voluntary transfers shall be defined as those transfers requested by the employee and granted by the administration. Employees may apply, in writing, to the Superintendent or designee for consideration for a transfer where the vacancy exists. The employee shall be granted an interview or a substantive written response to their application.

Involuntary transfers shall be defined as those transfers made by the administration without the consent of the employee. When it is necessary to involuntarily transfer an employee, volunteers shall be sought first. Involuntary transfers shall not be made for arbitrary or capricious reasons and the employee shall not receive any reduction in pay or hours.

Probationary Period – A transferred employee shall have a new probationary period of ninety (90) days in the new position. If the employee is found not to be proficient in the new position he/she will be returned to his/her previous position without any loss of seniority.

Article XXVIII

REDUCTION IN FORCE FOR EDUCATIONAL SUPPORT PERSONNEL (ESP)

Reduction in force shall be defined as a decrease in the number of education support personnel or their hours or to discontinue some particular type of educational service.

Procedure for Reduction in Force:

- 28.1 A. No employee shall be laid off pursuant to a reduction in the work force unless said employees have been notified of said layoff at least forty-five (45) days prior to the effective date of the reduction. In the event of a reduction in work force, the employee with the shorter length of service in the District, within the prospective classification, shall be dismissed first.
- B. In the event of a Reduction in Force in a specific classification, the affected employee may replace a less senior employee in another classification provided he/she has the necessary qualifications for the position and shall have a new ninety (90) day probationary period.
- C. In no case shall a new employee be employed by the employer while there are laid off employees who are qualified for a vacant or newly created position. Employees whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior employee.

Reduction in Work Hours:

- 28.2 In the event of a reduction in the work hour, employees with the greater seniority may use same to maintain his/her normal work schedule by displacing employees with less seniority on the work schedule.

Laid Off Employees/Substitution:

- 28.3 A. A laid off employee shall, upon application and at his/her option, be granted priority status on the substitute list according to his/her seniority.
- B. Fringe Benefits/Laid Off Employees – Laid off employees may continue their health, dental and life insurance benefits through COBRA by paying the regular monthly per subscriber group rate premium.
- C. Recall Rights and Procedures – Laid off employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. An employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall shall state the time and date on which the employee is to report back to work.

Employee's Obligation to Respond to Recall:

- 28.4 A. It shall be the employee's responsibility to keep the employer notified as to his/her current mailing address. A recalled employee shall be given fifteen (15) business days from receipt of notice, to report to work.

- B. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the fifteen (15) day period. Employees recalled to full-time work for which they are qualified are obligated to take said work.
- C. An employee who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Employees on layoff shall accrue seniority during the period of such layoff.

Article XXIX

VACANCIES, TRANSFERS, PROMOTIONS, CHANGE OF ASSIGNMENT FOR
TEACHERS

- 29.1 Vacancies shall be defined as any certified position, one-half time or more, which has become available in the district due to teacher departure or a newly created position.
- 29.2 It is not the intent of this article to infringe upon the administration's right to make reassignments and transfers. If such reassignments/transfers ultimately create a vacant position, it will be considered a vacancy for this purpose.
 - A. A reassignment is defined as an administrative transfer of a teacher to a new position within the district.
 - B. A transfer is defined as a voluntarily requested change of position by a teacher, which is granted by the administration.
- 29.3 Definition of Vacancy – A vacancy shall be defined as a newly created position, an unfilled position or a position that has become available in the district due to an employee's departure.

Posting and Filling of Vacancies – Whenever there is a new or vacant position, such positions shall be emailed to all District employees. An employee desiring to apply for such job shall make his/her application through the district's online application process within five (5) days of the sent date of the e-mail.
- 29.4 Qualified District 73 teachers who wish to apply for vacancies will be granted an interview or a substantive written response to their application.
- 29.5 The Association President shall receive a copy of each posted vacancy.

Article XXX

LICENSED STAFF MEMBER REDUCTION IN FORCE POLICY (RIF)

If removal or dismissal occurs as a result of decisions by the Board to decrease the number of teachers employed or to discontinue some particular teaching service, honorable dismissal and recall will be in accordance with Section 24-12 of the Illinois School Code.

Any teacher subject to a RIF who is subsequently recalled to fill a vacancy (in accordance with 24-12) who declines to accept an offer to fill a vacancy waives any future rights to recall.

Article XXXI
GRIEVANCE PROCEDURE

The following procedure is established for the presentation and processing, by the Association through the Board, of complaints and grievances to disputes relative to terms of this Agreement.

A grievance shall mean a complaint by the bargaining unit member or group of bargaining unit members that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.

- STEP #1: The grievance is to be communicated in oral or written form by the staff member or the Association representative to the Supervisor who will attempt to adjust the concern. The Supervisor will respond within ten (10) working days, in written form if requested, to the staff member or Association representative.
- STEP #2: If the concern is not satisfactorily adjudicated, then a meeting shall be arranged between the Superintendent, the Supervisor, and the aggrieved and/or the Association representative to arrive at a mutual agreement within ten (10) working days.
- STEP #3: If an agreement cannot be reached at Step #2, the Association Grievance Committee will present the grievance in writing to the Board or a committee appointed by the Board within ten (10) school days. The Board shall act to review the grievance and meet with the Association Grievance Committee within twenty (20) working days of the presentation of the grievance at this step. The Board will then have fifteen (15) working days to provide a written answer to the grievant and the Association.
- STEP #4: If the grievance has not been resolved at Step #3, or if no decision has been provided by the Board as required in Step #3, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step #3 answer, the grievance shall be considered withdrawn.

The following rules will govern the grievance and arbitration procedures:

- A. The right to communicate and discuss the alleged grievance with the aggrieved remains an HEA and administrative and Board prerogative.
- B. A grievance may be withdrawn at any level without establishing precedent. The grievant and/or Association shall notify the Superintendent of withdrawal in writing.
- C. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. No reprisals of any kind shall be taken against any grievant as the result of a grievance.
- D. No settlement shall be in violation of this contract. The Arbitrator shall have no power to alter the terms of this agreement, but is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper.
- E. The costs of the Arbitrator and the American Arbitration Association shall be borne equally by the Board and the Association. Each party is free to utilize outside advisors during the grievance procedure and to prepare its case for arbitration.

Article XXXII
Licensed Staff Evaluation Program

The Parties agree that the teacher evaluation process will be set forth in the District's "Teacher Evaluation Plan" which will be established and maintained in accordance with the Illinois School Code as amended by the "Performance Evaluation Reform Act of 2010." If any part of this section is in violation of Illinois School Code, the Association agrees to follow the Illinois School Code.

A Joint Evaluation Committee will be maintained. The Joint Evaluation Committee will consist of not more than three members appointed by the Administration and not more than three members appointed by the Association. Meetings will be held periodically or upon request of either party. The Joint Evaluation Committee shall discuss proposed changes and/or alterations to the "Teacher Evaluation Plan" in accordance with the Illinois School Code.

The parties will generally adhere to the timelines set forth in Appendix C subject to modification based on amendments to state law and/or regulatory guidance.

Article XXXIII
EDUCATION SUPPORT PERSONNEL (ESP) SELECTION AND EVALUATION

Equal Opportunity Employment:

- 33.1 It is the policy of the Hawthorn School District to provide equal employment to all qualified individuals in its hiring and promotional practices and to assure that there will be no discrimination in employment or employment opportunities against any person on the basis of race, color, religion, national origin, age or sex, except where age or sex is a bona fide occupation qualification in accordance with applicable laws.

Selection of Personnel:

- 33.2 The Superintendent or his/her designee is responsible for recruitment and hiring of all Educational Support Personnel when needed. All applicants for the positions will file applications and be screened by the Superintendent or his/her designee.

Each new employee is hired on a probationary basis for ninety (90) days. At the end of that period and based upon satisfactory performance, employment status will be appropriately assigned.

Evaluation:

- 33.3 The HEA and the Board will maintain a committee for the promulgation and maintenance of an evaluation instrument and process for support staff. The committee will be composed of equal representation of administration and support personnel. The committee will make recommendations for Board consideration.

Support Employee Discipline:

- 33.4 This section shall be applicable to educational support personnel who have completed their ninety (90) day probationary period. Each employee shall be entitled to fair treatment with respect to any disciplinary action which may be prescribed, namely: dismissal, demotion reprimand, or disciplinary lay-off, but not including reduction in force or transfer. Any special work rules alleged to be violated should have been previously posted or distributed to the employee.

No final disciplinary action shall be taken prior to investigating and until the employee has had an opportunity to have a meeting with his/her supervisor to review all allegations of inappropriate or improper behavior. A representative of the Association or another employee of his/her selection may accompany the employee at such meeting.

Article XXXIV
COMPENSATION

Certified Staff:

- 34.1 The 2017-18 salary schedule is null and void.

For 2018-19, all certified employees shall receive an equitable increase as follows: BA, BA16, & MA = 2.35%, MA16 = 2.4%, and MA32 = 2.7%

For 2019-20 (BA, BA16, MA, &MA16) certified employees shall receive an annual salary increase of 100% of the CPI + 0.25% reported in December of the prior school year that is reported by the U.S. Department of Labor. The increase will be no less than 2% and no more than 4%.

For 2019-20, MA32 certified employees shall receive an annual salary increase of 100% of the CPI + 0.4% reported in December of the prior school year that is reported by the U.S. Department of Labor. The increase will be no less than 2.25% and no more than 4%.

Additionally, educational advancement salary increases will be available for completing BA+16 in the amount \$1,700; for completing a Master's degree in the amount \$3,100; for completing Master's+16 in the amount \$1,800, for completing Master's +32 in the amount of \$5,400.

Educational Support Staff:

34.2 The 2017-18 salary schedule is null and void.

For 2018-19, all existing ESP employees will receive a 2.75% salary increase over their 2017/2018 salary.

For 2019-20, all ESP employees shall receive an annual salary increase of 100% of the CPI + 0.25% reported in December of the prior school year that is reported by the U.S. Department of Labor. The increase will be no less than 2% and no more than 4%.

New Employee Salary Placement

34.3 Certified Employees:

The base salary for a new certified member shall be as follows:

BA-0	BA-16	MA-0	MA-16	MA-32
\$43,196	\$44,824	\$46,263	\$48,138	\$52,968

Any new hires that come in with experience will be placed according to what those of the same education/experience are earning, up to a maximum of 6 years of experience. In situations where a currently placed individual isn't applicable for comparison, then the placement will be calculated based upon the closest placement and applicable increase for a given educational advancement category.

34.4 ESP Employees:

The base salary for a new ESP member shall be as follows:

As HQ - 0	Asst - 0	Cl-as - 0	Cl-of - 0	Clssc - 0	Cust - 0	Lib-f - 0	Main1 - 0	Main2 - 0	Main3 - 0	Nurse - 0	Sec-p - 0	Sec-s - 0
\$15.39	\$14.03	\$11.84	\$12.66	\$11.72	\$13.69	\$18.40	\$17.44	\$21.42	\$25.38	\$24.62	\$16.49	\$12.87

Any new hires that come in with experience will be placed according to what those of the same education/experience are earning. In situations where a currently placed individual isn't applicable for comparison, then the placement will be calculated based upon the closest placement and applicable increase for a given educational advancement category.

34.5 Designated Shortage Areas:

Beginning with the 2010/2011 school year, the administration reserves the right to place newly hired teachers employed in an area of shortage as defined by the state of Illinois, beyond 6 years of credit, but not to exceed the number of actual years of school experience.

In rare instances, after consulting with the Association President, the administration may award credit for services performed for experiences outside the school setting.

Stipends - Definition:

34.6 A stipend is defined as an extracurricular activity that receives compensation if it meets guidelines set out by the committee. There are three categories of stipends that receive compensation and approval by the committee. They are defined as:

- A. Sport: a competition recognized by the Suburban Middle School Conference and including cheerleading or poms.
- B. Club: a student group that meets regularly to share a common purpose.
- C. Activity: an event that occurs a minimum of once per year.

Purpose of the Stipend Committee:

34.7 To recommend the Superintendent accept a valuable extracurricular club, activity or sport that will benefit students and aligns with the district's vision

Procedure of Approval for New Stipends:

34.8 The member initiating the stipend shall fill out the stipend proposal form and submit it to their building principal. If approved, the principal shall submit it to the Superintendent for initial approval. After approval the Stipend Committee will determine compensation as outlined in the Stipend Formula as attached in Appendix A. If approved the Stipend Committee will submit the proposal to the Superintendent for final approval.

Stipend Selection and Evaluation:

- 34.9 An open position will occur when a coach or sponsor leaves the district, resigns from their position, or receives an unsatisfactory evaluation. Qualified employees of the district will have the first opportunity to fill the open positions. Employees will be selected by the building principal for clubs or activities, or by the athletic directors for sports. If no one from within the district applies for the position, a qualified individual from outside the district may be hired.

Sponsors and coaches will be evaluated by either building administration or athletic director annually at the conclusion of their sport, club, or activity. The Stipend Evaluation form found in Appendix B will be used to evaluate them.

Increases in Stipends:

- 34.10 Extra duty stipends for the 2018-19 school year shall be paid out as outlined in Appendix A. The rate of pay for stipends shall increase by 2% for the 2019-20 school year. Open positions will be posted in all buildings. Any employee may apply for any open position.

Property Tax Distribution:

- 34.11 In a year that thirty-five (35) percent of the expected property tax distribution is received by July 10th of each applicable year, the remaining summer paychecks shall be available for teachers in mid-July.

Call-Back Work for Maintenance and Custodial Staff:

- 34.12 Maintenance and custodial staff who are called back to work after their normal work hours shall be guaranteed pay one (1) hour minimum travel time and two (2) hours work time. Travel time shall be included in the work time if the work time is less than two (2) hours.

Summer School for Teaching Assistants:

- 34.13 Assistants who work summer school shall work four (4) hour days. Assistants from within the district who work summer school shall receive the hourly rate for the next school year. Assistants hired from outside the district start at Step 1 of the next year's schedule.

Overtime Pay for Support Staff:

- 34.14 All overtime shall be paid at one and one-half (1.5) times the employee's regular hourly rate of pay. There shall not be any compensatory time. All overtime must be pre-approved by the employee's immediate supervisor.

For the purposes of calculating overtime; bereavement, jury duty, personal, and vacation time (up to a maximum of two days within a given workweek) shall be used in the calculation of what constitutes a workweek.

If an employee works a work day, which is a paid holiday, the employee will receive one and one-half (1.5) times his/her regular rate of pay plus his/her regular pay for that day or portion thereof when it is a part of his/her forty (40) hour work week.

If an employee works on a Saturday or Sunday on one of the following days: Christmas Day, New Year's Day, Independence Day, or Easter, he/she will receive two (2) times his/her regular rate of pay for that day or portion thereof worked.

PROFESSIONAL AGREEMENT
BETWEEN
BOARD OF EDUCATION
AND
HAWTHORN EDUCATION ASSOCIATION IEA-NEA
OF HAWTHORN SCHOOL DISTRICT #73

SIGNATURE PAGE

Sonali Patil
President, Board of Education

Eileen Duhig-Larson
HEA/IEA/NEA
Negotiation Team Member

Jayson Tran
Secretary, Board of Education

Sandra Cruickshank
Secretary, HEA/IEA/NEA

Abe Singh
Director of Finance and Operations
Negotiation Team Member

Katie Krajewski
HEA/IEA/NEA
Negotiation Team Member

Lynn Barkley
Director of Human Resources
Negotiation Team Member

Terri Plohr
Negotiation Team Member, HEA/IEA/NEA

Erin Roche
Negotiation Team Member, HEA/IEA/NEA

Connie Wroblewski
Negotiation Team Member, HEA/IEA/NEA

Appendix A - Stipends

2018-2019	A	B	C	D	E	F	G	H	I	J	K	L	
	11-25	26-39	41-55	56-70	71-85	86-100	101-115	116-130	131-145	146-160	160-170	171+	
	Middle School Newspaper (2)	Art Club (2)	Assistant Athletic Director (2)	Band Solo and Ensemble (2)	Middle School Yearbook (2)	Cross Country Head Coach (4)	Middle School Student Council (2)	Head Track (4)			Wrestling Head Coach (2)	Athletic Director (2)	
	Play Costumes (2)	Cheese Club (2)	Chamber Orchestra (2)	Chorus Solo and Ensemble (2)	Track Assistant Coach (4)	Soccer Head Coach (4)	Wrestling Assistant (2)	Basketball Head Coach (8)					
	Play Set Design (2)	Tech Club (2)	Elementary Chorus (5)	Cross Country Assistant (2)	Cheerleading Head Coach (2)	Softball Head Coach (2)		Volleyball (8)					
	Play Set Painting (2)	Elementary Student Council (5)	Elementary Yearbook (5)	Math Team (2)	Poms Coach (2)	T.R.Y. (4)							
	Broadcasting (7)	SOAR (5)	Golf Club (2)	Orchestra Solo and Ensemble (2)	School Supervisor (2)								
	Battle of the Books (2)	Sew What? (1)	Jazz Band (2)	Play-Musical Director (2)									
	Pep Club (2)	Bowling (2)	Middle School Choir (2)	Play Director (2)									
	Promotion Sponsor (2)	Cheer Assistant (2)	Science Olympiad Assistant (2)	Scholastic Bowl (2)									
	ILMEA Music Festival (6)	Garden Club (1)	Softball Assistant Coach (2)	Science Olympiad Head Coach (2)									
			Science Club (2)										
Hours	18	35	47	63	79	93	108	123	138	152	168		
Rate	\$27.09	\$27.09	\$27.09	\$27.09	\$27.09	\$27.09	\$27.09	\$27.09	\$27.09	\$27.09	\$27.09		
Total	\$487.62	\$948.15	\$1273.23	\$1706.67	\$2140.11	\$2519.37	\$2925.72	\$3332.07	\$3738.42	\$4117.68	\$4551.12	\$8000.00	
Positions	21	22	24	18	12	14	4	20	0	0	2	2	
Cost	\$10240.02	\$20859.30	\$30557.52	\$30720.06	\$25681.32	\$35271.18	\$11702.88	\$66641.40	\$0.00	\$0.00	\$9102.24	\$16000.00	\$256775.92

Appendix B

Induction Procedure for 1:1 Assistants Proposal

April 2018

Purpose: To outline the process for supporting an instructional assistant and the student to which he or she is assigned in the first weeks of their relationship.

For new instructional assistants starting the first day of school in support of a new or existing Hawthorn student:

Principal or designee will assign a trainer (either case manager, former case manager, classroom teacher or other IA with appropriate experience) to the IA and determine one of two options for initial training (depending on the case):

a. Training on the first institute day of the year

OR

b. Shadowing the first half of the student's first day

Once training is complete, two following up meetings will be scheduled:

1 week follow up with IA, classroom teacher and case manager

6 week follow up with IA, classroom teacher and case manager

The purpose of those follow up meetings is simply to check in and ensure that the team is feeling comfortable with the support the student is receiving.

For new instructional assistant starting midyear with an existing Hawthorn student or a student new to the district:

Principal or designee will assign a trainer (either case manager, special education teacher or other IA with appropriate experience) to the IA who will support the student by shadowing the first half of the student's first day.

Once the shadowing is complete, two follow up meetings will be scheduled:

1 week follow up with IA, classroom teacher and case manager

6 week follow up with IA, classroom teacher and case manager

The purpose of those follow up meetings is simply to check in and ensure that the team is feeling comfortable with the support the student is receiving.

Appendix B

At any time during the IA's assignment as a 1:1, the IA is encouraged to discuss any concerns or need for additional training with the following individuals (in order):

- a. Student's case manager
- b. Student's classroom teacher
- c. Principal
- d. Special Education Coordinator
- e. Director of Special Education
- f. Coordinator of Professional Development

Certified Evaluation Timeline Appendix C

	Non-tenured teachers	Non-tenured teachers	Tenured teachers	Tenured teachers
Cycle	Years 1 & 2	Years 3 & 4	Formal	Informal
Observations	3 formal observations 2 prior to winter break 1 prior to March 1st	2 formal observations prior to January 15th *3rd optional at discretion of administration	2 observations 1st prior to winter break 2nd by May 1st *3rd optional at discretion of administration	
Dates	3 formal observations 2 prior to winter break 1 more between winter break and by March 1 Mid-year by January 15 th Final evaluation completed by administrator by March 15th	2 formal observations prior to Jan. 15 th *3rd optional at discretion of administration Mid-year by January 15th Final evaluation completed by administrator by March 15th	Conference by November 1 2 observations 1st prior to winter break 2nd by May 1st Mid-year by January 15th Final evaluation completed by administrator by March 15th	<i>Professional Growth Plan</i> submitted by November 1st <i>Summative Reflection Form</i> submitted by May 15th

HAWTHORN SCHOOL DISTRICT 73
PERFORMANCE EVALUATION OF EDUCATIONAL SUPPORT PERSONNEL

PROCESS FOR EVALUATION

FORMAL EVALUATION

All staff will be formally evaluated using factors reasonably related to performance, with a rating for each factor and an overall rating. Overall ratings will be: “Excellent”, “Proficient”, or “Needs Improvement” and will be provided to ESP staff prior to April 15th.

NEW HIRED STAFF

Each new ESP member will be evaluated twice during the school term (once after completion of the 90 day probationary period and once at the end of the year prior to April 15).

SCHEDULE, MEETINGS, AND PROCEDURES

- (a) At the beginning of each school year, (prior to October 1st) the responsible administrator will meet with ESPs for the purpose of explaining the evaluation instrument and answering questions.
- (b) Administrators shall have the opportunity to receive input from appropriate personnel to complete the evaluation for all ESPs.
- (c) Prior to April 15th the Administrator will meet with each ESP to review and discuss his/her evaluation. The Administrator and ESP will sign the evaluation form to indicate having received the formal evaluation. The original signed copy of the evaluation will be placed in the employee’s personnel file. ESPs shall be allowed 10 calendar days from the date of the evaluation meeting to respond in writing to their evaluation. The written response will be submitted to the evaluating administrator or the Director of HR to be attached to their evaluation.
- (d) If an employee receives a rating of “Needs Improvement” in any area, the administrator and the employee will discuss how the employee can improve in said area(s), and the administrator will conduct a follow-up evaluation prior to November 30th of the following school year. An employee who is evaluated prior to November 30th because of a previous year’s ‘Need Improvement’ rating is still subject to the annual evaluation that is to be completed by April 15th.
- (e) An ESP whose overall performance has been judged as “Needs Improvement” will be notified in writing and meet directly with the responsible administrator. If the District chooses to non-renew the employee due to an overall needs improvement performance, the Superintendent or his/her designee will notify the employee by April 15th.

SUMMARY OF SIGNIFICANT DATES AND DEADLINES

Date	Activity
Prior to October 1	Administrator/ESP will meet to discuss evaluation instrument.
Prior to November 30	Evaluation of all ESPs who received a "Needs Improvement" Rating in any category.
Prior to April 15	Formal Evaluation of all ESPs.

APPENDIX E:

For BA16 and MA members who in 2017-2018 were at the same level per Appendix E TABLE, if the BA16 member transitions from BA16 to MA and this former BA16's new salary is greater than the existing MA's new salary, the existing MA's new salary shall be adjusted up to equal the former BA16's new salary.

APPENDIX E TABLE:

LEVEL	BA-16	MA-0
1		
2	\$44,824	\$46,263
3	\$45,720	\$47,855
4	\$46,634	\$49,194
5	\$47,567	\$50,571
6	\$48,518	\$51,987