

# HERSCHER COMMUNITY UNIT SCHOOL DISTRICT #2

Kankakee County, Illinois

## AGREEMENT BETWEEN THE BOARD OF EDUCATION AND THE U2CT

Effective July 1, 2020 – June 30, 2025

2020 – 2021  
2021 – 2022  
2022 – 2023  
2023 – 2024  
2024 – 2025

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# **Article I: Recognition and Representation**

## **1.1 Parties to the Agreement**

This Agreement is made and entered into this 11<sup>th</sup> day of May, 2020, by and between the Board of Education of Herscher Community Unit School District #2, Kankakee County, Illinois, hereinafter referred to as the “Board” and the Unit Two Classroom Teachers, Council of Local #604, IFT, AFT, AFL-CIO, hereinafter referred to as the “U2CT” pursuant to and in compliance with the Illinois Educational Labor Relations Act, Public Act 83-1014.

## **1.2 Recognition, Jurisdiction and Scope**

For the purpose of collective bargaining with respect to wages, hours, and terms and conditions of employment, the Board recognized the U2CT as the sole and exclusive representative for all full-time and regularly employed part-time licensed classroom teachers, counselors, librarians, psychologists, speech pathologists, social workers, and the Nurses of School District 2, excluding the position of Superintendent, principals, assistant principals, any licensed teacher engaged in managerial or supervisory responsibilities 50 percent or more of his/her working time. An athletic director who holds an administrative license or who is working towards obtaining administrative licensure and who does not have any classroom responsibilities will also be excluded. Part time professional educators will be defined as those persons working less than 30 hours per week.

## **1.3 Definitions to be Used Within the Agreement**

Throughout this agreement the following definitions will be used:

- For the purposes of this collective bargaining agreement the term ‘professional educator’ will be used to refer to all licensed classroom teachers, Counselors, Librarians, Psychologists, Speech Pathologists, Social Workers, and the Nurses of School District 2. The phrase ‘professional educator’ will replace teacher, employee, instructional staff, and variations of those three nouns.
- All days referenced within this agreement shall be calendar days unless otherwise noted
- Instructional Day is defined as 7:45am – 3:20pm
- NBC – National Board Certified Teacher
- CAS – Certificate of Advanced Study
- FMLA – Family and Medical Leave Act
- TRS – Teachers Retirement System
- Creditable Earnings – the monies paid to a professional educator (i.e. salary, extra-curricular, coaching, detention, internal subbing), plus TRS contributions. See TRS Chapter 3 for full list, URL: <https://www.trsil.org/members/tier-ii/guide/chapter-three-earnings>.

## **1.4 Conformity to Law**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section, or clause of this Agreement, negotiations shall be reopened with regards to that article, section, or clause that is declared to be illegal or in conflict with the law. The remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the negotiated article, section, or clause.

If negotiations shall be reopened on that article, section, or clause, that is declared to be illegal or in conflict with the law, professional educators shall not have the right to strike, should impasse occur.

**1.5 Conformity to Law**

The Board agrees not to negotiate with any other professional educators' organization with regard to items contained in this Agreement unless otherwise provided for in this Agreement during the term of this Agreement. It is understood and agreed, however, that the Board, Administration, individual professional educators or group of professional educators in the District retain their right to discuss problems relating to educational matters which are beyond the scope of salaries and the terms covered by the Agreement.

## **Article II: Management Rights**

### **2.1 Management Rights**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State and of the United States.

The exercise of the powers, rights, authority, duties, 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 the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

However, it is agreed between the parties that the impact of any change resulting from the Board exercising its managerial prerogative will be subject to negotiation.



# Article III: Grievance Procedure

## 3.1 Definitions

**Claim:** A grievance is a claim that there has been a violation, misinterpretation, or misapplication of the terms of this Contract. Any item not included in this contract may not be grieved.

**Grievant:** A grievant is defined as:

- A member of the U2CT making the allegations;
- The Union acting through its designated representative(s) as the collective (bargaining) agent of the teachers as a group.

**Time Limits:** All references to time limits consist of school days, except when a grievance is submitted less than ten (10) days before the close of the current school year, time limits shall consist of all weekdays in order that matters may be resolved before the close of the school year or as soon thereafter as possible. School days for the purpose of grievance procedure shall mean mandatory attendance days.

If a grievance is not appealed to the next step or referred to arbitration within the specified time limit, it shall be considered settled on the basis of the last answer. If the District does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and appeal the grievance to the next step. Time limits may be extended only by mutual agreement.

**Union Representatives:** A Union representative is defined as:

- Any building representative(s)
- Union Executive Board Officer(s)

## 3.2 General Provisions

**Informal Resolution:** The parties hereto acknowledge that it is usually most desirable for a professional educator and his/her immediately involved supervisor to resolve problems through free and informal communications. A Union representative may accompany the Grievant upon request to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the Grievant or the Union, a formal grievance may be processed.

**Union Participation:** The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance filed by the Grievant or the Union at any level. No Grievant shall be required to discuss any grievance if the Union's representative is not present.

At least one Union representative shall be present at any meetings, hearings, appeals, or other proceedings relating to a grievance, which has been formally presented by the Grievant or a member of the Union. Nothing contained herein shall be construed as limiting the right of any Grievant to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention by the Union, provided the adjustment is not inconsistent with this Contract or coercive.

**Access to Information:** The Board and the Administration shall provide information and materials as deemed necessary and cooperate with the Union until a satisfactory resolution is obtained and is agreed upon by all parties involved.

**Reprisals:** No reprisal of any kind shall be taken by the Board or the Administration against a Grievant because of his/her participation in a grievance procedure.

**Released Time:** If, in the opinion of the Administration, the investigation of processing of any grievance requires that a Grievant or a Union representative be released from his/her regular assignment, she/he may be released without loss of pay or benefits.

**File:** All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

**Withdrawal of Grievance:** A grievance may be withdrawn at any level without establishing precedent by the Grievant or the Union.

### **3.3 Procedure**

#### **Step One (Grievant/Union)**

The filing of the grievance at the first stage must be within the (10) school days of the original occurrence of the grievance.

The written information contained in the filed grievance shall include:

- a description of the specific grounds of the grievance, including names, dates and places necessary for a complete understanding of the grievance;
- a listing of the provisions of this Contract which are alleged to have been violated, or misapplied;
- a listing of specific actions requested of the administration which will remedy the grievance.

The Grievant or the Union may present the grievance to the supervisor immediately involved who shall arrange for a meeting to take place within five (5) school days after the receipt of the grievance. If the grievance involves the Union or a Union member, the named representative shall be present for the meeting with the Grievant and the immediately involved supervisor. The supervisor shall provide a written answer to the grievance to all parties concerned five (5) school days after the meeting. This answer shall include a reason for the decision.

#### **Step Two (Superintendent)**

If the grievance is not resolved at Step One, then the Grievant shall refer the grievance to the Superintendent within five (5) school days after receipt of the step one answer or within five (5) school days after the Step One meeting, whichever is later.

The Superintendent shall arrange for a meeting with the representatives of the Union and the Grievant to take place within five (5) school days of his/her receipt of the appeal. Each party shall have the right to include in its presentation such witnesses and legal representation as it deems necessary to develop facts pertinent to the grievance.

Upon conclusion of the hearing, the Superintendent shall have ten (10) school days in which to provide his/her written decision with reasons to all parties concerned.

#### **Step Three (Board)**

If the grievance is not resolved at Step Two, the Grievant may refer the grievance to the Board within five (5) days after the receipt of the step two answer or within five (5) school days after the step two meeting, whichever is later.

If all parties concerned agree, Steps One and Two of the grievance procedure may be accelerated and the grievance brought directly to the Board.

- The President of the Board shall arrange for a meeting with the representatives of the grievant at the time of the next regularly scheduled board meeting.
- If the matter is of such urgency as he/she deems necessary, the President may call a special meeting at his/her convenience to consider the grievance.
- Each party shall have the right to include in its presentation such witnesses and legal representation as it deems necessary to develop pertinent facts to the grievance.
- Upon conclusion of the hearing, the president of the Board shall have five (5) school days in which to provide a written decision with reasons to all parties concerned.

#### **Step Four (Arbitration Limitations)**

If the grievance is not resolved at Step Three, the Union makes the decision to submit or not to submit the grievance to final and binding arbitration.

If a demand for arbitration is not filed by the Grievant within ten (10) school days of the date for the Step Three decision, the grievance shall be deemed withdrawn.

- The arbitrator shall act in a judicial, not legislative, capacity and shall have no right to recommend to, amend, modify, nullify, ignore, add to or subtract from the provisions of this Contract. He/she shall only consider and make a decision with respect to the specific issue submitted, and shall have no authority to make a decision on any other issue not so submitted to him/her. The arbitrator shall be without power to make a decision contrary to or inconsistent with or modifying or varying in any way the application of statutory or decisional law or any rules and regulations having the force and effect of law.
- A decision by the arbitrator rendered consistent with the terms of this Contract shall be final and binding.

**Arbitration Expenses:** Expenses for the arbitrator's services shall be borne equally by the Board and the Union. However, each party shall be responsible for compensating its own representatives and witnesses. The cost of a record of the proceedings shall be borne by the party requesting same. Any additional charges made by the arbitrator as a result of a continuance or cancellation of the proceeding shall be borne by the party seeking the continuance or cancellation.

**Arbitration Meetings and Hearing:** All meetings and hearings shall occur, if possible, at times outside of the Grievant's normal working hours and shall be scheduled at times that are mutually agreeable to the Grievant, the Board, and the arbitrator.

**Release Time, Arbitration Hearings:** Grievant shall be granted release time to attend arbitration hearings, if held during school hours.

**All parties involved will attempt to schedule these meetings during non-instructional time.**

## **Article IV: Negotiation Procedures**

### **4.1**

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. It is understood neither party may have more than seven (7) members on their team during any particular negotiation session.

### **4.2**

Both parties understand and agree to negotiate in good faith. For the purpose of this process, the parties agree "good faith" means the parties will consider proposals and counter proposals presented by either side and will make an effort to arrive at an agreement. It does not imply that either party must make concessions or capitulate in part or totally regarding matters under consideration.

### **4.3**

It is the mutual responsibility of the School Board and the U2CT that their respective negotiating agents be clothed with necessary power and authority to make and consider proposals, counter proposals, and tentative agreements.

### **4.4**

Negotiations shall begin on or about March 1st of the year the Agreement expires. By mutual written agreement, the parties may select an alternate date.

### **4.5**

All tentative agreements shall be written and initialed by the spokesperson of the respective teams at the meeting during which the tentative agreement is reached. Initialed copies shall be given to each negotiating team. The next negotiating session will be scheduled prior to the adjournment.

### **4.6**

The Agreement or any phase of it shall be considered tentative until the entire Agreement is negotiated. After the teachers have ratified the Agreement, the Board will take official action on the tentative Agreement at, or before, its next regularly scheduled Board meeting.

### **4.7**

All negotiating meetings shall be closed sessions.

### **4.8**

If agreement on all items is not reached by the parties by July 15th, the Federal Mediation and Conciliation Service will be used after either party declares an impasse in the negotiations.

### **4.9**

The Board and the U2CT agree not to reopen the contract during its lifetime, unless mutually agreed to.

## **Article V: U2CT – Board Relations**

### **5.1 Right to Representation**

- A. The U2CT agrees to represent equally and without prejudice all members of the bargaining unit for purposes of negotiations with the Board concerning terms and conditions of their employment.
- B. Whenever a professional educator is requested to have a meeting with the administration that is disciplinary in nature, the professional educator shall be informed in advance as to the topic of the conference so the teacher may determine if representation is necessary.
- C. A professional educator shall be entitled to have present a representative of the Union during any meeting. When a request for such representation is made, no action shall be taken with respect to the professional educator until such representative of the Union is present. Should disciplinary action be likely to occur at the given meeting, the professional educator shall be advised immediately of said possibility and have the right of representation under the provision of this agreement.
- D. No tenured licensed professional educator shall be called before the Board for disciplinary action, or relieved of a stipend unless the specific grounds forming the basis for such action is given to the professional educator in writing with a minimum of 48 hours notice.
- E. Should the Board or their designee deem the actions by the professional educator to be a safety issue or gross misconduct the professional educator may be suspended immediately with written notification to follow within 24 hours.

### **5.2 U2CT/Administrators' Meetings**

The U2CT and the Board of Education, in an effort to foster better day-to-day communications and to achieve and maintain a mutually beneficial relationship through the use of a continuing communications program to effectively maintain stable labor-management relations shall have regularly scheduled meetings. The Superintendent and/or his/her designee(s) and a school board representative shall meet with representatives of the U2CT to discuss issues of mutual concern. Dates for these meetings (i.e.: the third Wednesday of the month) will be set for September, November, January, and May at the start of the school year with the understanding that dates may change.

Agenda items shall be exchanged by the Superintendent and U2CT president at least three (3) school days before each meeting. If agenda items are not received three (3) school days prior to the scheduled meeting then the meeting may be cancelled, or the meeting may be rescheduled at a mutually agreed upon time. These meetings shall be "meet & confer" sessions, but this does not prohibit the Parties from arriving at mutually agreed resolutions of issues.

The meetings shall be chaired on alternating basis, between the Superintendent and U2CT President. The U2CT and Administration will try to include representatives from more than one attendance center when the meetings involve more than one representative of the Administration and U2CT. Each side will limit its respective representatives to four (4) persons at each of these meetings. The school board representative does not count for either side during the meeting.

Topics will be recorded as they are discussed. Any procedures or recommendations from these meetings will be communicated to the proper groups: Board of Education, U2CT Officers, and Superintendent. Drafts of the minutes will be refined by one representative from each party and then shared at the same time with all members of the proper groups.

### **5.3 U2CT/Principal Meetings**

The Principal of each school shall meet as needed by mutual agreement with the U2CT Building Representative to discuss questions relating to the implementation of this Agreement.

### **5.4 Information to the U2CT**

The Board shall furnish the U2CT President with the following documents as they are received, completed, or compiled:

- A. Board agendas
- B. Official minutes of the Board meetings
- C. Monthly budget summaries
- D. Board policy manual
- E. Annual auditor's report and management letter
- F. Current fiscal year budget

The Board shall furnish to the U2CT President and Treasurer with the following statistical information on professional educators:

- A. Names, including notification of legal name changes.
- B. Address
- C. Phone number
- D. Degree and Certifications
- E. Years' Experience
- F. Annual Compensation
- G. Stipend/Extra-Duty Compensation
- H. Building List Assignments at the beginning of the year

### **5.5 Meetings Notes and General Information**

The U2CT shall have the right to request and upon approval of the Building Principal to use the school buildings for meetings provided that such meetings do not interfere with instructional and/or extracurricular programs. Any out-of-pocket expenses, as a result of said meeting(s), will be reimbursed to the District by the U2CT. The U2CT may use professional educator school mailboxes and designated professional educator lounge bulletin boards for U2CT matters, and the Superintendent shall be given a copy of all open communications. After notification is given to the Building Principal, the U2CT shall be allowed reasonable use of typewriters, computers, and duplicating equipment providing there is no interference with school functions or scheduling. The U2CT will pay for all consumable materials used. No school equipment shall be removed from the premises or used for political purposes.

### **5.6 Dues Check Out**

The Board shall deduct from the regular paycheck of each professional educator the required amount of U2CT dues when the U2CT officer submits to the Board's designated representative the written authorization signed by the professional educator. The U2CT officer in charge of dues shall provide the district an initial dues roster for the start of the school year and work with the Board's designated representative to maintain the roster. The dues and a list of professional educators from whom the dues have been deducted and the amount deducted from each shall be forwarded to the proper U2CT officer no later than five (5) days after such deductions were made. Deductions shall continue unless and until the authorization is withdrawn by the professional educator. All authorizations and authorization withdrawals will be given to the Board, or the Board's designated representative, from the U2CT officer in charge of dues collection on behalf of all covered professional educators.

**5.7 Copies of the Agreement**

Within thirty (30) days of ratification of the Agreement, or the first day of school (whichever is later), the Board shall supply all professional educators with a copy of the Agreement, plus twenty-five (25) additional copies for U2CT use.

**5.8 Release Time**

The Board will permit the U2CT President three (3) days, of his/her choice (with the Superintendent's approval), per year to attend local, state, or national Union Conferences or to do investigative research concerning a grievance within the District. In the event a substitute teacher is needed, the U2CT will pay the substitute's salary.

## **Article VI: No Strike Provision**

### **6.1 No Strike**

- A. It is agreed and understood that there will be no strike, work stoppage, slow-down, picketing, or other concerted action or refusal or failure to perform fully and faithfully job functions and responsibilities or other interference with the operations of the District by the U2CT or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.
- B. The Union recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement.



# **Article VII: Conditions of Employment**

## **7.1 School Calendar**

The Board shall establish for the coming year, a school calendar which does not exceed one-hundred eighty-five (185) school days. The calendar shall contain no more than one-hundred eighty (180) professional educator work days. Emergency days that are not used for emergency purposes may be designated as special holidays at the Board's discretion.

A calendar proposal for the coming year will be provided to U2CT by January 1 for discussion purposes. The board approved calendar will be provided to all professional educators as soon as possible after Board approval.

## **7.2 Professional Educator Work Day**

### **A. *Working a Full Instructional Day***

The length of the instructional work day is seven hours and thirty-five (7:35) minutes. Professional educators will be required to be at their duty station for the duration of the instructional day from 7:45am – 3:20pm. This instructional day includes 15-minutes before student instruction begins and 15-minutes after student instruction concludes.

It is understood that faculty and/or department meetings may be called as deemed necessary by the administration which may extend the regular instructional day.

The 15-minute requirement may be waived in the event a professional educator has a district assignment that would preclude compliance. Additionally, any professional educator may make a request to his or her building principal for a change in the fifteen minutes before and fifteen minutes after school work day. Each building principal shall be empowered to approve or deny such flex time requests.

### **B. *Working a Half Instructional Day – With Leave***

The length of a conventional half-work day is approximately 3 hours and forty-five (3:45) minutes. For the HCUSD #2 instructional day defined in 1.3, professional educators working a half-day in the morning will be relieved with appropriate substitute coverage at 11:30am, and professional educators working a half-day in the afternoon will relieve their substitute coverage at 11:30am.

### **C. *Cold Weather Related Partial Instructional Day – Delay Start / Early Release***

In the event of a delayed start or early release due to inclement weather, the instructional day will be shortened accordingly. The shortened instructional day will require professional educators to be at their duty station 15-minutes before student instruction begins. Professional educators will be required to stay at their duty station for 15-minutes following the conclusion of student instruction. Should students remain whose departures are delayed, the Administration may assign an appropriate number of teachers to the supervision of those students.

\*The release time for the professional educators may be shortened, at administrations discretion, based on weather.

### **D. *Lunch Period***

During each workday, the administration must provide each professional educator a duty-free, uninterrupted lunch period equal to that specified in School Code of Illinois, Section 105:5/24-9.

### **E. *Planning Time***

The Administration must provide a minimum of 220 minutes of planning time per week for the Elementary (PK-4) teacher for a normal five-day work week. Middle school (5-8) and high school (9-12) teachers must receive planning time equal to a regular class period per day.

### **7.3 Right to Review Personnel File**

The official file of all materials related to a professional educator shall exist at the Unit Office. Each professional educator shall have the right to review the contents of said professional educator's personnel file with the exception of pre-employment confidential materials, and to attach and place therein written reactions to the contents.

Anonymous letters or materials shall not be placed in any professional educator's personnel file. Matters pertaining to the grievance procedures shall not be included in any professional educator's personnel file. Derogatory hearsay about a professional educator shall not be placed in a professional educator's personnel file.

A copy of any permanent material shall not be placed in a professional educator's personnel file without a copy also being provided to the professional educator. The professional educator shall acknowledge that he/she has seen such material by affixing his/her signature on the actual copy to be filed. The signature does not indicate agreement with the content of the materials. The professional educator has the right to respond in writing and his/her response will be attached to the file copy.

The professional educator may review his/her file with forty-eight (48) hour or two (2) school days (whichever is longer) advance notice submitted to the Superintendent and/or his designee during the regular hours established for the Unit Office. The professional educator may not remove any materials from the said file; however, copies of materials shall be made for the professional educator (at his/her expense) if requested.

### **7.4 Professional Educator Progressive Discipline**

Professional educator discipline will be progressive, except for gross misconduct, and will follow the steps outlined below. The sequence and necessity for the following steps will be determined by the Superintendent or designee, depending on the circumstances of each case. In the event professional educator discipline is necessary, the professional educator has the option and right for representation by a U2CT officer or representative. With the exception of gross misconduct, a written notice of the meeting and reason for discipline or dismissal shall be provided to the professional educator twenty-four (24) hours prior to the meeting. No tenured professional educator shall be dismissed or suspended without pay without just cause.

#### **A. Verbal Warning**

A verbal warning will be given to the professional educator for misconduct or poor performance which does not warrant dismissal or suspension as the initial discipline action. This warning will be issued by the professional educator's immediate Supervisor. A written memorandum will be sent to the professional educator and the Union President(s) forty-eight (48) hours after the meeting to document the verbal warning. This acknowledgement of the verbal warning will not be filed in the professional educator's official personnel file, but it will be kept on record for a period of five (5) years.

#### **B. Written Warning**

A written warning will be issued to a professional educator for misconduct and/or poor performance. The memorandum will clearly state the reason(s) it is being issued. It will also contain information that was gathered through an investigation by the Supervisor and/or designee. Prior to the written warning being issued to the professional educator, the professional educator will have due process rights and the opportunity to respond to information being presented to him/her. The written warning will be issued by the Superintendent and/or designee and a copy of the document will be sent to the Union president(s). Upon the professional educator's written request, and for less serious offenses, the document may be removed from the professional educator's official personal file after five (5) years from the date of the written warning.

### **C. Suspension/Termination**

The decision to suspend or terminate a professional educator will be made either by the Superintendent or designee. In the case of suspension, the Superintendent or designee shall have the authority to suspend for up to ten (10) days.\* Before a professional educator is disciplined by suspension, with or without pay or dismissal, the Administration shall conduct an investigation of the problem to determine the facts and the professional educator shall be given a pre-disciplinary conference with the Supervisor and the Administrator, or combination of administrators responsible for that building. Upon the decision to suspend, a Notice of Suspension will be sent to the professional educator. In addition, a copy of the document will be placed in the professional educator's official personnel file. Should the suspension be without pay and the professional educator is cleared of wrong doing all back pay will be paid to the professional educator on the next payroll date.

\* Additional time will be granted if needed if outside authorities are involved in the matter.

### **7.5 Notification of Assignment**

It is the intent of HCUSD #2 that all professional educators will be given notice of their tentative assignments for the forthcoming year not later than June 1 preceding the new school term. In the event changes in such assignment are required, the professional educator affected shall be notified promptly, in writing.

### **7.6 Vacancies, Promotions and Transfers**

The Superintendent will post in all school buildings a notice of all vacancies in positions as they occur. This includes positions that are intended to be filled with transfer of professional educators within the district due to changes in enrollment or other programmatic reasons. E-mail notification of open positions, will be provided by the District Office. This notification is intended to reach all staff; however, under no circumstances is this e-mail notification process considered to be grievable.

Professional educators may indicate interest for transfer to the vacant positions to the appropriate building principal of the position via e-mail. If transfers to another building are necessary due to changes in enrollment or other programmatic reasons, volunteers for transfer shall be considered first. If there are no volunteers, then professional educators shall be transferred based upon certifications, merit and ability, relevant experience, the needs of the students, or other factors considered by the administration.

Except in the case of emergency, no vacancy shall be filled until such vacancy has been posted for at least five (5) working days. Denial of requests to fill the vacancy with a professional educator applying within district shall be in writing to the professional educator. In the event involuntary transfers are necessary, the professional educator affected by such involuntary transfer shall receive first consideration in a subsequently requested transfer.

### **7.7 Class Size**

The Board and U2CT strive to educate each student to his/her highest potential by trying to maintain class size at an acceptable level. The parties recognize that fluctuations in class size are unavoidable. The administration will strive for the following pupil-teacher ratio:

PK – 4 not to exceed 25

5 – 8 not to exceed 30

9 – 12 not to exceed a total of 150 student load (excluding 6<sup>th</sup> class assignments)

This section is non-grievable.

## **Article VIII: Reduction in Force**

### **8.1 Reduction Through Attrition**

When the Board of Education deems it necessary to reduce the number of professional educators in the District because of reasons, such as, but not limited to, declining enrollments, inadequate finance, and the elimination of programs, every effort will be made to make reduction through attrition.

### **8.2 Reduction in Force and Recall**

If it is determined that a reduction in force is necessary and that reduction is not possible through attrition, the Board shall remove professional educators based on each professional educator's placement in 1 of 4 performance evaluation groups in the "sequence of honorable dismissal list." Professional educators shall be honorably dismissed in group order, with teachers in Group 1 the first to be honorably dismissed and professional educators in Group 4 the last to be honorably dismissed. From amongst those professional educators in Group 1, the district may honorably dismiss in any sequence. Within Group 2 the district shall honorably dismiss based on the average scores of the past two evaluations of said professional educators. The professional educators with the lowest average scores will be dismissed first. Within average groups, professional educators will be honorably dismissed using inverse seniority. Within Groups 3 or 4, professional educators shall be honorably dismissed using inverse seniority.

If the Board has any vacancies for the following school term, or within two calendar years from the beginning of the following school term, professional educators who are honorably dismissed from Group 2, Group 3 and Group 4 shall have the right to be recalled, provided said professional educators are qualified to hold the vacant position based on legal qualifications. Such professional educators shall be recalled in inverse order of the honorable dismissal. In the event the School Code requires a longer recall period, the District shall recognize a longer recall period.

### **8.3 Seniority**

For the purpose of this Article, length of service in the District (seniority) will be defined as the length of continuous service within the District. Said service will be computed from the first day of uninterrupted employment within the District. For each academic year full time professional educators will be granted one year of seniority and part time professional educators will be granted half a year of seniority.

The "first day" will be defined as the day upon which classroom instruction and/or academic programs are available to the students and duties are performed. Should two professional educators have the same "first day," seniority shall be determined by the date at which the employee first was hired by the School Board. Should two professional educators have been hired by the School Board on the same date, seniority shall then be determined by the date at which the employee signed the acceptance of employment letter.

### **8.4 Reduction in Force Joint Committee**

It is understood by the parties to this Agreement that School Code 24-12 shall apply with respect to reduction-in-force.

The Administration and U2CT shall form a joint committee for the purpose of initiating and monitoring the reduction-in-force procedures as required by 105 ILCS 5/24-12(c). The committee shall be made up of a minimum of four (4) members divided equally between Administration and U2CT members. The U2CT and Administration shall select their own members to the committee and each shall designate one of their members as the co-conveners. The co-conveners shall establish the agenda and meeting times of the committee. The committee shall establish the criteria for moving individuals from Group 2 into Group 3 and any alternate definition of placement into Group 4. If no agreement is reached, statutory definition of Groups 2 and 4 will govern. Placement parameters shall be determined by February 1 of each year in order to affect

RIF sequencing for that spring. The committee shall also monitor the evaluation rating trends in the District and shall prepare an annual report for the School Board and U2CT. Any member of the committee may request and receive the past two (2) evaluation ratings of any employee in the District as well as that employee's length of service. All decisions of the committee shall be made by majority vote.

## **8.5 PERA Committee**

The Board and U2CT will follow state law regarding the creation and implantation of the PERA committee. The law may be found at the following links:

<http://www.iasb.com/law/PERAoverview.pdf>

<http://ilga.gov/legislation/publicacts/96/PDF/096-0861.pdf>

and on the HCUSD#2 website.

## **Article IX: Leaves**

### **9.1 Defining a Day of Leave**

For the purpose of this collective bargaining agreement a day of leave (sick, bereavement, personal) covered under Article IX shall be defined as the amount of time a professional educator is contractually obligated to be at work.

Part-time professional educators will not be granted half-days of leave (sick, bereavement, personal).

### **9.2 Sick and Personal Days**

The days in section may be taken as days, however, it is not the intent of this language to allow professional educators vacations during the school year.

Each full-time/part-time professional educator will be granted 14 days to use as sick and/or personal days.

These days may be used for sick leave as outlined below:

Sick leave will be determined to mean personal illness, quarantine at home, or serious illness or death in one's immediate family or household. All disabilities and pregnancy will be treated as sick leave. Immediate family will mean parents, spouse, civil-union partner\*, brothers, sisters, children, grandchildren, grandparents, parents-in-law, grand-parents-in-law, brothers/sisters-in-law, and legal guardians.

These days may be used for personal leave as outlined below:

Personal leave at full pay for the purpose of attending to legal, personal business, and moral obligations which cannot be attended to at any other time except during school hours. Except in the case of emergency, written advance notice of the personal leave shall be submitted two (2) school days prior to date of leave to the Superintendent or his/her designee. In the case of an emergency, the professional educator must provide reason for the leave as soon as possible and in any event, no later than the day he/she returns to duty.

Personal leave, except in the case of an emergency, shall not be granted the day prior to or after vacation periods, holidays, institute days, nor during the first or last two weeks of the school year, except for religious holidays. Exceptions may be granted at the Superintendent's discretion.

If a professional educator is gone three or more consecutive days, a doctor's note or administrative pre-approval is required for the absence.

The number of unused leave days available, up to maximum three hundred forty days (340), will be included on the professional educator's check stub.

Unused days will be allowed to accumulate up to a maximum of three hundred forty (340) days. The District will keep records of a professional educator's unused sick leave days beyond the District maximum of three hundred forty (340) days. These days beyond the District recognized 340 days are for TRS purposes and will not be included on the employee's check stub, but will be made available to the TRS should this information be necessary for the professional educator's retirement purposes.

\* - A district professional educator's civil union partner is a person established pursuant to 750 ILCS 75/1 et.seq. and has not been dissolved pursuant to 750 ILCS 75/46.

### **9.3 Bereavement Leave**

In the case of a death of a professional educator's immediate family member (as defined in Section 9.2), or aunt, uncle, niece, nephew, a full-time/part-time professional educator shall be given two (2) days per occurrence for the visitation/wake and funeral attendance, with no loss of pay and no loss of sick or personal days.

Additional bereavement days not covered above may come from sick leave.

### **9.4 Leave of Absence Without Pay**

- A. Leaves of absence may be granted without pay and benefits (i.e. Health Insurance) to full-time/part-time tenured professional educators who have rendered satisfactory service to the District and who desire to return to employment in a similar capacity at a time, as defined below, consistent with the needs of the District.
- B. While on an extended leave of absence without pay and benefits for health related reasons (i.e. pregnancy or illness) a full-time/part-time professional educator will not be allowed to continue to coach/sponsor any activities or athletics during the leave.
- C. Leaves of absence without pay and benefits for not more than one (1) year may be granted to full-time/part-time tenured professional educators according to the following conditions:
  - 1. Written requests for leaves of absence without pay and benefits should be made at least three (3) months before the leave is desired, subject to approval by the board.
  - 2. Dates of departure, return, and notification of intent to return shall be determined by the professional educator and the Superintendent prior to initiating the request to the Board.
  - 3. Leaves of absence without pay and benefits may, unless stipulated to the contrary in this Agreement, be granted for:
    - a. Advanced study leading to a degree in an approved university.
    - b. Educationally related travel if the applicant provides an itinerary and an explanation of how such travel shall improve the educational program.
    - c. Military service.
    - d. Maternity/Paternity/child care leave.
    - e. Other reasons acceptable to the Board which will improve the educational program in the District.
  - 4. Professional educators shall not advance on the salary schedule while on any approved leave of absence without pay and benefits unless they have worked ninety (90) days during the school year in which said leave is granted.
  - 5. If, due to extenuating circumstances, professional educator no longer has the need for an extended leave of absence without pay and benefits and wishes to return to active employment in the District and so notifies the Superintendent, consideration will be given for the utilization of said employee's services prior to the termination date of the leave of absence.

6. The Board may grant a leave of absence without pay and benefits, as an extension to a maternity/paternity leave, to full-time professional educators in the District subject to the following conditions:
  - a. All such leaves shall be for a fixed period with specific beginning and ending dates not to exceed one calendar year in duration. The length of such leaves shall be mutually agreed upon by the professional educator and the Board.
  - b. The professional educator may apply for an extension of a leave granted at any time up to thirty (30) days before the leave is to terminate. Granting of such an extension shall be at the sole discretion of the Board and will in each case terminate with a fixed date.
  - c. Requests to the Board for maternity/paternity leave shall be in writing and made no later than sixty (60) days prior to the date the professional educator is requesting the leave to commence.
  - d. At the request of the Board, a professional educator pregnant shall provide a physician's statement indicating his/her ability to continue working.
  - e. Physicals by a physician, mutually agreed upon by the Board and the professional educator, at Board's expense may be required of a professional educator pregnant in order to substantiate his/her ability to continue employment.
  - f. A professional educator returning to work after a pregnancy related absence may be required to provide a physician's statement indicating his/her ability to resume employment.

## **9.5 Family and Medical Leave Act**

The Board and U2CT will follow state and federal law regarding an professional educator's FMLA rights. The law may be found at the following link <http://www.dol.gov/dol/topic/benefits-leave/fmla.htm> and on the HCUSD #2 website.

Professional educators shall be granted leave per the Family and Medical Leave Act of 1993. A professional educator who qualifies for leave under FMLA has up to twelve (12) weeks of leave in a twelve (12) month period. Under this FMLA leave a professional educator must use all of his/her accumulated sick or personal leave to cover this absence with pay. Any days that the professional educator cannot to cover with paid sick or personal days will be considered unpaid days per administrative approval. Sick days and unpaid days will only be used to cover school attendance days.

## **9.6 Uncompensated Sick Leaves of Absence**

Any full-time/part-time professional educator who becomes ill or physically incapacitated and who has used all allowable sick leave during any school year shall be granted an uncompensated leave of absence for the duration of said school year. In case of any disagreement between the professional educator and the Board of Education as to the necessity of such leave of absence, the Board of Education may require the certificate of a medical doctor of the Board's choice evidencing such disability, and the evidence of the doctor shall be final. All accrued medical fees for this examination shall be paid by the Board.

## **9.7 Right on Leave**

Any full-time professional educator or part-time insurance eligible professional educator who is on leave authorized by the Board shall be accorded the opportunity, if the carrier approves, to maintain at his/her



expense the insurance benefits to which a professional educator would have been entitled were the professional educator regularly employed.

#### **9.8 Jury Duty Leave**

The Board shall pay the regular salary to professional educators called for jury duty but shall deduct any compensation received for such duty with the exception of compensation received for travel allowance. Professional educators shall communicate their status with the building principal or his/her designee once officially being notified to report for jury duty or released from jury duty. Professional educators will be released from their job duties at least 45 minutes prior to the time given to report for jury duty. In lieu of a deduction the professional educator may directly reimburse the district for the compensation received less travel allowance.

#### **9.9 Borrowed Sick Days**

Professional educators may, during an extended illness or injury, borrow from their own "future" sick leave days (not to exceed twenty-four which equals two years of sick leave) upon the depletion of their accumulated sick leave. These days will be subtracted from the sick leave days they accumulate in the future.

In the event that a professional educator who has borrowed future sick leave days leaves the employ of Unit #2, for whatever reason, the sick leave days that the employee has borrowed from future years shall be considered dock days, and the amount of salary for these days shall be deducted from the employee's final paycheck(s). The Superintendent is responsible for its implementation and recommendation to the Board for its approval. This article will be **NON-GRIEVEABLE**.

#### **9.10 Paid Sick Days**

A professional educator may, at his/her option, receive \$40 per unused sick or personal day if it (a) is unused from the current school year allotment of 12 days; and (b) would result in an accumulation beyond 170 sick days at the end of the school year for that professional educator. The professional educator must notify the district payroll clerk via e-mail or letter by May 1st of their desire to take advantage of this benefit of \$40 per day. Payment for these days will be made in the last paycheck in June.

#### **9.12 Military Leave**

The Board will grant requests for leave of absence with pay for military training tours during the school year provided that the training tours are ordered by the military and not volunteered by the professional educator. If The Board determines to grant a leave of absence with pay, however, the professional educator will be compensated for the teaching dates missed at the higher salary (professional educator or military) but not compensated for both.

Specifically, a professional educator can be paid fully for teaching duties and then refund the District his/her pay from the military or have the teaching days "docked" and receive the entire pay from the military.

#### **9.13 Special Educator Release Time**

Professional educators in the special education department shall receive one (1) days of release time to work on IEPs. The release time may be granted in half-day and/or full day increments, as determined by the professional educator and his/her supervisor. The professional educator will still be in the building, however, he/she will not be with students. A substitute will be provided to cover the professional educator while he/she works in the building conference room, or other administration approved location.

# **Article X: Salary Payment**

## **10.1 Pay Options**

- A. Salary for a school year will be paid from September 1st through August 31st.
- B. All professional educators will be paid on the 10th and 25th of the month (24 times per year). In the event that the 10th or the 25th fall on a holiday or weekend, they shall be paid the previous Friday or the last day of school before the vacation begins.
- C. Paper checks shall be an option for all professional educators. Professional educators must request a paper check in writing to the Payroll Clerk by August 31st.
- D. Professional educators are allowed one change to their direct deposit per year.
- E. Professional educators shall have the option of the July and August payments included in the last payment in June.
- F. Professional educators shall be provided an accurate pay-stub for each payroll period on or before the payroll date. This pay-stub shall be provided electronically or if a paper check or paper stub is requested professional educators will receive the pay check or pay stub in paper form. Paper checks and paper stubs will be sent in the first inter-office mail for each building on the appropriate pay day. If school is not in session then paper stubs and paper checks will be mailed.

## **10.2 TRS Contributions**

The Board will pay the sum equal to 9.97 percent (9.0 percent of creditable earnings for TRS and in addition 0.97 percent of creditable earnings for THIS), due such teacher pursuant to compensation schedules to the State of Illinois Teachers Retirement System (TRS) to be applied for the retirement account of such professional educator (rather than the survivor's annuity account). It is the intent of the parties by this agreement to qualify these payments as employer payments (employer pick up of employee contributions) under Section 414 (h) (2) of the Internal Revenue Code. The professional educators have no right or claim to the funds so remitted except as they may become available from the TRS, pursuant to statute or regulation, upon retirement or resignation.

The U2CT and each professional educator will indemnify and hold harmless the Board of Education, its members, agents, and employees from any and all claims, demands, actions, complaints, suits, or other liability by reason of a faithful payment of contributions to the TRS pursuant to the provision of this section. No such claim, demand, action, or suit will be settled or compromised in any manner without the express written consent of both parties.

## **10.3 IMRF Contributions**

The employee pays a 4.5% IMRF contribution. The Board shall pay the employers annual contribution rate determined by IMRF.

## **10.4 Definition of Salary**

In the matter of arbitration between Herscher Community Unit School District #2 and the Unit 2 Classroom Teachers, Council of Local 604, AFT, on April 24, 2001, Matthew W. Finkin, Arbitrator, defined salary as "All Teachers' Retirement System reportable compensation received in the year immediately preceding the employee's last year of service."

### **10.5 National Board Certification**

- A. Those teachers who successfully complete the coursework for National Board Certification will also receive the State reimbursement for this work within 30 days if received by the District.
- B. Any teacher who completes the coursework and passes the test to become a National Board Certified teacher will be placed on the Master's degree pay schedule or, if he/she already holds a Master's degree, on the second Master's pay schedule. This increase in compensation will occur beginning with the school year immediately following the completion of this program.

### **10.6 Statement of Benefits**

It is the intent of the district payroll clerk to provide a Statement of Benefits to all professional educator five (5) days prior to the beginning of the school year. In order to ensure there are no errors in pay, it is the intent of all professional educators to return a signed copy of their Statement of Benefits by August 30th or the preceding Friday if August 30th falls on a holiday or weekend. This section is non-greivable.

### **10.7 Salary for Part Time Professional Educators**

For the purpose of collective bargaining a part-time professional educators will receive salaries from Article XIV pro-rated based upon his/her percentage of employment during the regular school day.

# **Article XI: Assignment & Payment of Additional Duties or Responsibilities**

## **11.1 Assignment and Creation of Duties or Responsibilities**

When it is necessary for a building administrator to assign any extra duty assignments outside the basic classroom function of instruction as an extra assignment, it shall be first offered on a voluntary basis. If the administration is unable to fill said assignment on a volunteer basis, they retain the right to assign said duties. These involuntary assignments will be rotated on an annual basis; however, qualifications and/or experience in the area could preempt the rotation requirement, not more than one (1) additional year or season.

In the event a new extra duty position or area of responsibility is created, Administration will work with the president and representatives of U2CT to determine how to compensate for the new position. That agreement will serve as a Memorandum of Understanding for the remainder of the contract and then will be incorporated into the next new contract.

Examples of extra duties include but are not limited to: Arrival and dismissal of supervision, hallway supervision, lunch supervision at K – 8, Recess supervision, After/Before School supervision, advisory time supervision, Study Hall, etc.

## **11.2 Tuition Reimbursement**

Coursework must be in an approved program leading to a Master's Degree or a subject area related to the professional educators' assignment. Reimbursement is applicable when coursework is initially approved by the Superintendent, receives a grade of B or better (pass in a pass/fail course), and the professional educator fulfills one additional year of employment in the Herscher C.U.S.D. #2.

The board shall reimburse a professional educator in the amount of \$160 per credit hour of the cost of fees and tuition, of any duly accredited college or university graduate level course. Reimbursement will be limited to no more than twelve (12) credit hours per fiscal year (September 1 – August 31) for graduate level course work.

The board shall reimburse a professional educator in the amount of \$70 per credit hour of the cost of fees and tuition, of any duly accredited college or university undergraduate level course. Reimbursement will be limited to no more than nine (9) credit hours per fiscal year (September 1 – August 31) for undergraduate level course work.

No reimbursement will be allowed to any professional educator for classes taken as a penalty for non-compliance with recertification requirements.

## **11.3 Preparation Days**

For the duration of this contract, prior to the beginning of the school year, the Board agrees to compensate each professional educator involved for working in and preparing his or her classroom and curriculum.

The preparation day is defined as an eight (8) hour work day. Professional educators shall be free to choose the preparation days from the two calendar weeks in August prior to the first week of school. Professional educators on an extended contract may be granted their prep-days before this two-week period.

Professional educators may elect to work up to sixteen (16) hours and will be compensated hourly as follows, rounded to the nearest quarter hour:

2020 – 2021: \$12.50 per hour  
2021 – 2022: \$12.50 per hour  
2022 – 2023: \$13.00 per hour  
2023 – 2024: \$14.00 per hour  
2024 – 2025: \$15.00 per hour

#### **11.4 End of Year Day**

For the duration of this contract, at the conclusion of the school year, the Board agrees to compensate each professional educator on involved in working in classrooms and finalizing his or her curriculum.

The end of year day is defined as an eight (8) hour work day. Professional educators on shall be free to choose their end of year day from the one calendar week following the last day of attendance for students each school year. Professional educators on an extended contract may be granted their end of year day in the week following their extended contract.

Any professional educator who has submitted a letter of intent to retire before July 2015 and is scheduled to retire at or before the end of the 2018-2019 school year, shall receive his/her accumulated pay for working the end of year day, ninety days after retirement.

Professional educators may elect to work up to eight (8) hours to be paid at the rates stipulated in Article 11.3.

#### **11.5 Required Change in Room Assignments**

Any professional educator required to move from assigned classroom to another classroom will be compensated as outlined below not to exceed 15 hours. If any professional educator is required to move more than 1 classroom, he/she will be compensated at per hour, rounded to the nearest quarter hour, as outlined below, not to exceed five (5) additional hours.

2020 – 2021: \$12.50 per hour  
2021 – 2022: \$12.50 per hour  
2022 – 2023: \$13.00 per hour  
2023 – 2024: \$14.00 per hour  
2024 – 2025: \$15.00 per hour

#### **11.6 Required Change in Grade Level Teaching Assignment**

Any professional educator required to change grade level assignment will be compensated as outlined in Article 11.5 per hour for prep work done in a district building outside of the regular school day, not to exceed 15 hours.

#### **11.7 Substituting**

Administration will provide substitute coverage of a teacher's class when the teacher (a) takes a sick, personal, bereavement or professional day; (b) is required to attend a district meeting or leave early to attend said meeting; or (c) is required to leave for district extra-curricular or coaching obligations.

Every effort will be made to secure qualified substitute teachers to assume the duties of regularly employed teachers in their absence. For emergency situations (when no substitute is available) each school will maintain a list of teachers who would be willing to substitute during any portion of their planning period. Should it be necessary for a teacher to teach or supervise during his/her planning time due to the unavailability of a substitute teacher, such teacher will be compensated

In the event there are not an adequate number of volunteer internal substitutes, administration reserves the right to designate or assign the responsibility. Involuntary assignments will be rotated on an equitable basis.

Teachers substituting at the request of the Administration will be compensated according to the following scale per planning period. Teachers substituting for at least half their planning period will receive this full amount while teachers substituting for less than half their planning period will receive half this amount.

	<u>HALF or more of plan period</u>	<u>Less than half of plan period</u>
PK – 1	\$16.00	\$8.00
2 – 8	\$18.00	\$9.00
9 – 12	\$20.00	\$10.00

**11.8 Detention and Tutoring Pay**

- A. Professional educators will be paid for Administration directed/requested after school detention at the rate of \$25.00 per hour.
- B. Administration requested tutoring/remediation before the beginning or after the ending of the regular teaching school day or during a teacher’s prep period will be paid by the district at the rate of \$30.00 per hour.
- C. Parent/guardian requested tutoring/remediation before the beginning or after the ending of the regular teaching school day will be paid by the parent/guardian at the rate of \$30.00 per hour. Administration notification is required.
- D. Teachers employed as homebound tutor shall receive \$30.00 per hour not to exceed 4 hours per week plus mileage during the duration of the student’s homebound status.

**11.9 Additional Class Periods, Classes & Noon Duty Supervision**

Compensation for the stipends in this section will be paid no earlier than the 2<sup>nd</sup> November payday for any professional educator meeting the stipend requirements during the 1<sup>st</sup> semester and no earlier than the 2<sup>nd</sup> April payday for any professional educator meeting stipend requirements during the 2<sup>nd</sup> semester.

**A. *Additional Class Periods***

Any high school teacher teaching six (6) and/or seven (7) fully accredited (½ credit per semester) class periods on a seven-period class schedule will be compensated for the sixth and seventh class period taught in the day. Any high school teacher who teaches a seventh class period waives his/her right to a prep period.

<u>YEAR</u>	<u>SIXTH CLASS PERIOD / SEMESTER</u>	<u>SEVENTH CLASS PERIOD / SEMESTER</u>
Length of Contract	\$1,950	\$1,950

Any 7th/8th grade teacher teaching seven (7) fully accredited academic class periods on an eight-period academic class schedule will be compensated for the seventh class period taught in the day.

<u>YEAR</u>	<u>SEVENTH CLASS PERIOD / SEMESTER</u>
Length of Contract	\$1,950

**B. Additional Classes**

Any high school teacher scheduled to teach more than one fully accredited class during the same period on the seven-period schedule during a semester shall be compensated, for each period in which this situation occurs. Compensation shall be determined as follows.

For each period of the day during the semester with multiple courses:

- A. Remove the primary course from consideration. The primary course shall be considered as the course with the largest enrollment in that period.
- B. For any courses left in the period the teacher shall receive as follows:
  - 1. 1 – 3 students: \$150
  - 2. 4 – 6 students: \$300
  - 3. 7+ students: \$450
- C. This shall be repeated for every period in the semester for which the high school teacher is scheduled to teach multiple periods.

**C. Noon Duty Supervision**

Any high school teacher assigned lunch duty supervision will be compensated for that duty.

<u>YEAR</u>	<u>SUPERVISION / SEMESTER</u>
Length of Contract	\$500.00

**11.10 District Committee Compensation**

Members of a district wide committee will be compensated for attending committee meetings at the rate of \$80.00 per school year should they:

- 1. Serve on a committee that meets at a minimum of 4 times per year; and
- 2. Serve on a committee that meets outside the regular school day; and
- 3. Attend a minimum of 75% of said meetings.

Compensation will be paid on the June 25th pay date upon the submission of the proper paperwork as approved by administration. Should a professional educator serve on multiple committees he/she will be compensated separately for each committee that meets the above stated requirements.

**11.11 In-Service/Training Reimbursement**

Professional educators will be reimbursed for District State-approved Teacher In-Service Workshop presentations or training classes taught to district employees in the amount of \$50.00 per hour (per presentation per individual). These presentations must be requested by the District Administration and approved by the Superintendent.

This reimbursement is for presentations of a District-wide nature that require preparation and specialized knowledge. This reimbursement does not include leading discussions or reporting or monitoring activities at building or grade-level meetings.

### **11.12 Mileage**

The Board of Education will reimburse mileage at the IRS rate. Professional educators who work in more than one building will be reimbursed mileage for each trip between buildings provided the professional educator has instructional duties on both ends of the trip.

Example: Professional educator starts at BGS at 7:45, then works at LMS from 12:00 – 1:30, before returning to BGS to finish the day from 1:50 – 3:25. The professional educator will be reimbursed for both trips: BGS -> LMS and LMS -> BGS.

### **11.13 Mentoring**

The Herscher CUSD #2 recognizes that a mentoring program will help to develop highly accomplished professionals through learning-focused relationships that have a direct impact on student learning and achievement. All District mentors will be trained through an approved mentoring program. Each mentor will be assigned one protégé per two-year mentoring cycle. Upon completion of the program requirements, the mentor shall receive a stipend amount of \$600 per year.

### **11.14 Summer School/Night Class and Drivers Education**

In the case of teachers who is hired to teach either a summer school class or an after-school class for high school credit, said teacher(s) will be compensated \$31.00 per student contact hour. Teachers will turn in a time sheet at the end of the course for this compensation.

It is further agreed that the teacher(s) of such a class will be given a stipend of \$260 to compensate for the preparation time required for each summer school class outside of the instructional time for the class. Teachers will turn in a separate extra duty sheet for this compensation.

In the case of teachers who is hired to teach drivers education during the school year outside of the school day or during the summer, said teacher(s) will be compensated \$31.00 per student contact hour. Teachers will turn in a time sheet at the end of each quarter and/or summer driving session.

It is understood that teacher(s) of such classes will be volunteers and will possess the State licensure necessary for the class(es) to be taught.

### **11.15 Athletic and Extra Curricular Workers**

Any professional educator working athletic or extracurricular events in the following capacities shall be reimbursed hourly as follows, rounded to the nearest quarter hour:

2020 – 2021: \$13.75 per hour  
2021 – 2022: \$13.75 per hour  
2022 – 2023: \$13.75 per hour  
2023 – 2024: \$14.00 per hour  
2024 – 2025: \$15.00 per hour

- |                                    |   |
|------------------------------------|---|
| A. Ticket Taker                    | E. Official Scorer                          |
| B. Announcer                       | F. Hospitality Room                         |
| C. Score Board/Clock Operator      | G. Official Timer/FAT System                |
| D. Spelling/Scholastic Bowl Reader | H. Grade School Concession Stand Supervisor |



### **11.16 Co-Planning**

Teachers will be paid at the rate of \$22.50/hour for meeting outside the regular school day or during a common planning time to co-plan; not to exceed four hours per month.

### **11.17 Extended Contracts**

Persons hired to work for the school district in the following capacities are required to work beyond the 180-day, 7 hour 35 minute contract. These persons will be compensated for the contract extension as described below.

#### **A. *School Counselors***

- a. The school counselors will be paid a stipend of \$2,750 to be paid evenly over twenty-four (24) pay periods with the understanding that the guidance office will be open thirty (30) minutes prior to the school day and thirty (30) minutes after the school day.
- b. All school counselors will work an additional ten (10) days prior to and ten (10) days after the contract year to fulfill duties. This will be compensated at the employee's daily rate which is defined as  $\frac{1}{180}$ th of the employee's salary per day and paid evenly over twenty-four (24) pay periods.

#### **B. *RTI Coordinator***

- a. Any teacher serving as the District's RTI Coordinator will receive a \$2,750 stipend to be paid evenly over twenty-four (24) pay periods.
- b. The District's RTI Coordinator will work an additional eight (8) days before or after the school year per contract year to fulfill duties. This will be compensated at the employee's daily rate which is defined as  $\frac{1}{180}$ th of the employee's salary and paid evenly over twenty-four (24) pay periods.

#### **C. *School Social Workers***

- a. A District's social workers will receive a \$2,750 stipend to be paid evenly over twenty-four (24) pay periods.
- b. All school social workers will work an additional fifteen (15) days before or after the school year per contract year to fulfill duties. This will be compensated at the employee's daily rate which is defined as  $\frac{1}{180}$ th of the employee's salary per day and paid evenly over twenty-four (24) pay periods.

#### **D. *School Psychologists***

- a. The District's school psychologists will receive a \$5,500 stipend to be paid evenly over twenty-four (24) pay periods.
- b. All school psychologists will work an additional twenty (20) days before or after the school year per contract year to fulfill duties. This will be compensated at the employee's daily rate which is defined as  $\frac{1}{180}$ th of the employee's salary per day and paid evenly over twenty-four (24) pay periods.

#### **E. *Speech Pathologists***

- a. The District's speech pathologists will receive a \$2,500 stipend to be paid evenly over twenty-four (24) pay periods.
- b. All speech pathologists may work an additional eight (8) days before or after the school year per contract year to fulfill duties. This will be compensated at the employee's daily rate which is defined as  $\frac{1}{180}$ th of the employee's salary per day and paid evenly over twenty-four (24) pay periods.

#### **F.**

The BOE or appointed designee reserves the right to increase the number of days to work in the contract if necessary. If a situation arises where this is necessary these days will be paid at the employee daily rate which is defined as  $\frac{1}{180}$ th of the employee's salary in the pay period immediately following said work.

**11.18 Co-Curricular Educational Prep Time**

**A. *Shop Teacher***

The shop teacher(s) will be paid \$22.50/hr to prepare the shop prior to the start of the school year and to close the shop at the end of the school year. This pay will be split between any teachers not to exceed a total of \$4,150 and will be paid upon the submission of the time sheet approved by administration.

**B. *Foods Teacher***

The foods teacher(s) will be paid for up to four trips to the supermarket per month round trip from Herscher High School from September to May. The compensation will be at the IRS rate and paid upon the submission of the mileage report approved by administration.

**C. *Agriculture Teacher***

The head agriculture teacher will be paid as outlined below per year for their work relating to their agriculture co-curricular activities including but not limited to the sponsorship of the Future Farmers of America (FFA).

2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
\$ 6,250	\$ 6,500	\$ 6,750	\$ 7,000	\$ 7,250

**D. *Journalism Teacher***

The Journalism teacher shall be paid as outlined below for their work support the school newspaper.

2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
\$ 2,535	\$ 2,610	\$ 2,690	\$ 2,775	\$ 2,865

**E. *Publications Teacher***

The Publications teacher shall be paid as outlined below for their work support the school yearbook.

2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
\$ 3,260	\$ 3,360	\$ 3,460	\$ 3,560	\$ 3,660

**11.19 Payment for Curriculum Work**

When it is necessary to request teachers to work on curricular matters on days not part of the normal 180-day work year, the District will reimburse teachers so employed at the rate of \$22.50/hour.

**11.20 Music Department Support Position Stipends**

Any professional educator working in coordination with the music department in any capacity as described below shall be reimbursed as follows:

**A. *Marching Band***

1. Guard Fully Instructor and/or Guard Assistant: \$500/year
2. Drill Writer: \$5000/year
3. Music Arranger: \$4000/year for full marching band show, \$400/song outside of the marching band show
4. Full Instruction: \$200/year maximum
5. Sectional Instructor: \$200/year maximum

**B. *Swing & Sing Show Choir***

1. Choreographer: \$750/song
2. Sound System Manager: \$200/year maximum
3. Contest Manager: \$200/year maximum
4. Director Host Position: \$200/year maximum

5. Judge: \$400/year maximum

**C. Accompanists**

1. Concerts: \$25 each
2. Rehearsals: \$20 per hour

**D. Instrumental Work**

1. Repair: \$25/hour
2. Piano Tuning: \$75 per piano

**E. Judging Organizational and Solo & Ensemble**

1. Elementary and Junior High – As determined by IESA
2. High School – As determined by IHSA

**11.21 Successful Grant Writing Recognition Stipend**

When a professional educator writes a HCUSD #2 approved competitive grant that is approved by the Superintendent or his/her designee, and that grant is funded, said professional educator shall receive a recognition stipend of three percent (3%) of said grant. If more than one professional educator collaborates in writing a successful grant, then the recognition stipend will be split among them. Bonuses are not limited to one grant per year. The three percent (3%) recognition stipend shall be paid upon receipt of the grant payments received by the district. The professional educator(s) shall have the option of the recognition stipend paid in two (2) different tax years.

Once a professional educator is notified that he or she has received a grant, the professional educator shall fill out and submit the appropriate paperwork within ten (10) school days. The district shall then award the three percent (3%) recognition stipend within sixty (60) days of receipt of grant funds.

**11.22 Perfect Attendance Incentive**

Professional educators will be awarded compensation on the following scale each year on the 1<sup>st</sup> September payroll of the following academic year:

A. No Sick Leave, No Personal Days, and No Unpaid Absences	\$300
B. One Sick Leave, Personal Day, or Unpaid Absence	\$200
C. Two Sick Leave Days, Personal Days, or Unpaid Absences	\$100

In order to qualify, a professional educator must return to the district the following year. Professional educators who have met the eligibility requirement to participate in this program, even though the incentive shall be given during a school year beyond the term of this agreement, whether or not this benefit is included in any successor agreement, shall be granted the incentive.

A professional educator who has submitted an intent to retire under Article 13 shall be deemed ineligible to receive this incentive should these monies raise them above the 6% limit.

**11.23 Subbing for an Administrator**

Should a professional educator with administrative certification be required to fulfill administrative duties in the absence of an administrator then the professional educator shall be compensated as follows:

Full School Day Coverage	\$150
Half School Day Coverage	\$75

**11.24 Zero Hour Stipend**

Any teacher who teaches a zero hour class will be compensated with one of the following options.

- A. The teachers report time will be 6:45 a.m. and their release time will be 2:20 p.m. On days in which they must stay after for a staff meeting, IEP meeting, etc., they would be compensated \$30.00 per occurrence.

If a teacher has six or seven class periods of instruction during this shifted instructional day the teacher is eligible for the Additional Class Pay in 11.8.

0 Hour	1 <sup>st</sup> Hour	2 <sup>nd</sup> Hour	3 <sup>rd</sup> Hour	4 <sup>th</sup> Hour	5 <sup>th</sup> Hour	6 <sup>th</sup> Hour	7 <sup>th</sup> Hour
<ul style="list-style-type: none"> <li>• Contractually obligated to be at work during these periods</li> <li>• Only instructing 5 periods over this time – No change in pay</li> <li>• Teaching 6 or 7 periods over this time – eligible for 6<sup>th</sup>/7<sup>th</sup> class pay pursuant to Article 11.8</li> </ul>							Professional Educator not required to be on campus

- B. The teachers will be paid a stipend of \$2,500 per semester to teach a zero hour. Their contractual times would become 6:45 a.m. and 3:20 p.m.

If a teacher has six or seven class periods of instruction during the instructional day as defined in 1.3 (not including zero hour) the teacher is eligible for the Additional Class Pay in 11.8.

0 Hour	1 <sup>st</sup> Hour	2 <sup>nd</sup> Hour	3 <sup>rd</sup> Hour	4 <sup>th</sup> Hour	5 <sup>th</sup> Hour	6 <sup>th</sup> Hour	7 <sup>th</sup> Hour
<ul style="list-style-type: none"> <li>• Contractually obligated to be at work during all 8 periods – eligible for the \$2,500 Zero Hour Stipend</li> <li>• Only teaching 5 periods over this time – nothing additional beyond the \$2,500 Zero Hour Stipend</li> <li>• If here during all 8 periods and teaching 6 or 7 periods during this time – eligible for 6<sup>th</sup>/7<sup>th</sup> class pay pursuant to Article 11.8</li> </ul>							

A teacher must not be forced into the task of taking a zero hour class.

## **Article XII: Fringe Benefits**

### **12.1 Group Insurance**

The Board of Education will pay the eligible individual professional educator's health/medical insurance premium to a maximum of \$750 per month for the length of this contract. If a professional educator has the family Health/Medical insurance option, the amount of the individual professional educator's premium will be applied to the family option. In no case will the district pay more than the amount of the single individual premium.

If, for any reason, the district would have to change insurance carriers, every effort will be made to obtain a policy at comparable cost with comparable benefits. If such a situation should occur during the lifetime of this contract, the Superintendent, the U2CT, and the professional educators will work together concerning the policy change.

The Board will provide group term life insurance coverage for each professional educator in the amount of \$50,000.

The Board of Education will implement a Section 125 plan for professional educators.

### **12.2 Fringe Benefits for Households with Multiple Professional Educators**

In the event that two professional educators are legally married or civil union partners pursuant to 750 ILCS 75/1 et. seq., Herscher CUSD #2 will provide the option, for the professional educators that this section applies, to have their Board of Education paid health insurance premiums combined and applied towards a non-individual (ex. Single +1 or Family) insurance package.

### **12.3 Benefits for Part Time Professional Educators**

A part-time professional educator will not receive health/medical benefits unless they qualify under the current health plan. The requirements for qualification will be posted in all school buildings.

### **12.4 Benefits for Retired Professional Educators**

Effective January 1, 2018, all Herscher CUSD No. 2 Certified retirees will no longer be eligible for health insurance incentives that are offered to current professional educators (i.e. HSA contribution incentive and/or HRA deductible reimbursement incentive). In addition, current Herscher CUSD No.2 retired professional educators and professional educators retiring during the 2016/2017 school year, who are currently using the District-sponsored Health Insurance plan will be allowed to continue to be on the District insurance plan(s) until they are eligible for Medicare or decide to obtain health insurance from a different provider.

# Article XIII: Retirement Plan

## 13.1 Retirement Plan

Salary Enhancement: Professional educators who qualify under this plan, may elect salary enhancement for four (4) years. For professional educators who qualify under this plan, the annual salary enhancement will be six (6) percent over the previous year's salary (as defined by Matthew W. Finkin, Arbitrator, see Article X). Said amounts will be prorated over the remaining normal pay periods.

Qualification and Limitations: To be eligible for this benefit, a professional educator must comply with all of the following requirements and limitations.

1. The professional educator must be at least sixty (60) years of age on or before the last day of service in the school district; or be at least fifty-five (55) years of age with at least thirty-five (35) years of creditable service as defined by the Illinois Teacher Retirement System by the last day of service in the school district.
2. The professional educator must have fifteen (15) years of continuous service with the Herscher Community Unit School District #2 upon commencement of the salary increase provisions.
3. To participate in this benefit, the professional educator must submit an irrevocable retirement letter by June 1st one (1) school years prior to the start of the salary increase provision making this a five (5) year notice. (See #5 of this section of June 1 is in the last year of a collective bargaining agreement). Superintendent may waive this requirement under special circumstances.

Example:

1. Professional educator wishes to retire June 2030, at the end of the 2029-2030 year.
2. Letter is submitted by June 1st, 2025 (the end of the 2024-25 school year).
3. Professional educator works 2025-2026 without salary enhancement but remaining on the salary schedule.
4. Professional educator works the 2026-27, 2027-28, 2028-29, and 2029-30 school years with the 6% salary enhancement.
4. An eligible professional educator's creditable earnings will be increased by six (6) percent over the professional educator's TRS creditable earnings for the prior year of employment during the final four years of service.
5. Any employee who submits a letter to retire between May 1 and June 1 in the final year of a collective bargaining agreement may elect to retire under either collective bargaining agreement.

## 13.2 Post-Retirement Service Recognition

To recognize long-standing service the district, the board shall provide the following post-retirement service recognition payment to eligible full-time professional educators. To be eligible, a professional educator must have at least 20 years of full-time service to the district on the effective date of the professional educator's retirement at the end of any year of this agreement. Based upon the professional educator's final years of full-time service, the professional educator will receive one of the following service recognition payments in the second month following the month during which the professional educator last performed services for the district:

20-24 Years: \$500

25-29 Years: \$1,000

30+ Years: \$1,500

These monies shall be paid 60 days following the professional educators last paycheck.

### **13.3 Post-Retirement District Event Eligibility**

To recognize long-standing service the district, the board shall provide any professional educator who retires with more than fifteen (15) years continuous service with the Herscher Community Unit School District #2 a lifetime district event pass.

### **13.4 Miscellaneous**

Once an irrevocable letter of retirement is submitted, the professional educator will not be assigned any additional extra duties or TRS reportable duties not currently being performed without the consent of the professional educator.

In the event any professional educator has submitted his/her irrevocable letter of retirement but fails to meet the eligibility requirements because of illness or life-changing circumstances, the Board, in its sole discretion, may allow the professional educator to rescind his/her letter of retirement, provided the professional educator returns to the Board any TRS creditable earnings paid to the professional educator in excess of the amount the professional educator otherwise would have received under the salary schedule for such year(s) in which the retirement incentive(s) were paid.

If, during the term of this Agreement, legislation is enacted and/or administrative rules are implemented that require the Board to pay a penalty to TRS to incur a greater cost than the costs generated by this Section, by reason of a teacher retiring hereunder, the provisions of this Section shall be null and void.

Professional educators should not rely upon the continuation of this retirement incentive program in subsequent collective bargaining agreements. Unless the parties agree to continue this Section in a subsequent collective bargaining agreement, the foregoing benefits will be denied to those that have not applied for such program prior to the expiration of this Agreement, June 30, 2015.

# **Article XIV: Salary Payment Schedule**

## **14.1 Salary Raises**

For each year of the contract each professional educator shall receive percent increases in his/her base pay over the previous year as outlined below:

- 2020 – 2021 SY: 3.95%
- 2021 – 2022 SY: 3.50%
- 2022 – 2023 SY: 3.40%
- 2023 – 2024 SY: 3.30%
- 2024 – 2025 SY: 3.30%

**Example:** In 2019-20 a teacher was BS+0 with 5 years of experience earning \$32,700. Then his/her pay for each year of this contract assuming no graduate level coursework will be:

<b>ACADEMIC YEAR</b>	<b>Raise</b>	<b>Salary</b>
2019-20		\$32,700
2020-21	.0395 * \$32,700 = \$1,292	\$33,992
2021-22	.0350 * \$34,008 = \$1,190	\$35,182
2022-23	.0340 * \$35,368 = \$1,196	\$37,008
2023-24	.0330 * \$36,783 = \$1,221	\$38,229
2024-25	.0330 * \$38,254 = \$1,261	\$39,490

## **14.2 Salary Enhancements for Graduate Coursework**

When a professional educator completes graduate coursework, he/she will receive salary enhancements in the academic year immediately following the completion of the required hours. When a professional educator completes enough coursework for more than one enhancement (i.e. BS + 16 to MA), he/she shall receive the accumulation of all eligible enhancements at the same time.

<b>Bachelor's Degree</b>	<b>+ 8 hours</b>	<b>+ 16 hours</b>	<b>+ 24 hours</b>	<b>Master's Degree/ NBC</b>	<b>+ 12 hours</b>	<b>+ 24 hours</b>	<b>2nd Master's/ CAS/NBC</b>
	<b>+ \$500</b>	<b>+ \$500</b>	<b>+ \$500</b>	<b>+ 4% *</b>	<b>+ \$775</b>	<b>+ \$775</b>	<b>+4% *</b>

\* The 4% and 4% enhancements for the 1st and 2nd Master's Degrees respectively are of the previous year's base pay, provided the professional educator was previously BS + 24 or MA + 24. Should a professional educator complete a degree and was not a BS + 24 or MA + 24, the 4% and 4% enhancements will be on the previous year's base pay and any other enhancements the professional educator completed.

**Example:** In 2019-20 a professional educator was BS+0 with 5 years of experience earning \$32,700. The professional educator was working toward a Master's degree, completed 10 hours by the start of the 2021-22 school year, 28 hours by the start of the 2022-23-school year, and finished his/her degree by the start of the 2023-24-school year.

<b>Academic Year</b>	<b>Degree Level</b>	<b>Raise</b>	<b>Salary Enhancement</b>	<b>Salary</b>
2019-20	BS + 0			\$32,700
2020-21	BS + 0	.0395 * \$32,700 = \$1,292		\$33,992
2021-22	BS + 10	.0350 * \$33,992 = \$1,190	+ \$500	\$35,682
2022-23	BS + 28 (This is a double jump year)	.0340 * \$35,682 = \$1,213	+ \$500 + \$500	\$37,895
2023-24	MA	.0330 * \$37,895 = \$1,251	.04 * \$37,895 = \$1,516	\$40,662
2024-25	MA	.0330 * \$40,662 = \$1,342		\$42,004



**Example:** In 2019-20 a professional educator was BS+0 with 5 years of experience earning \$32,700. The professional educator was working toward a Master’s degree, completed 5 hours by the start of the 2021-22 school year, 16 hours by the start of the 2022-23- school year, and finished his/her degree by the start of the 2023-24-school year.

<i>Academic Year</i>	<b>Degree Level</b>	<b>Raise</b>	<b>Salary Enhancement</b>	<b>Salary</b>
2019-20	BS + 0			\$32,700
2020-21	BS + 0	.0395 * \$32,700 = \$1,292		\$33,992
2021-22	BS + 5	.0350 * \$33,992 = \$1,190	+ \$0	\$35,182
2022-23	BS + 16 (This is a double jump year)	.0340 * \$35,182 = \$1,196	+ \$500 + \$500	\$37,378
2023-24	MA (This is a double jump year, ending with the degree)	.0330 * \$37,378 = \$1,233	+ \$500 + .04 * (\$37,378 + \$500) = \$1,515	\$40,626
2024-25	MA	.0330 * \$40,626 = \$1,341		\$41,967

### 14.3 Salary for Newly Hired Professional Educators Without Experience

Newly hired licensed employees to HCUSD #2 who do not have experience and/or are not granted prior years of experience, shall be paid a starting salary as outlined below based upon his/her year of hire and educational level.

<i>Academic Year</i>	<b>Bachelor’s Degree</b>	<b>+ 8 hours</b>	<b>+ 16 hours</b>	<b>+ 24 hours</b>	<b>Master’s Degree/ NBC</b>	<b>+ 12 hours</b>	<b>+ 24 hours</b>	<b>2nd Master’s/ CAS/NBC</b>
2020-21	\$34,159.90	\$34,659.90	\$35,159.90	\$35,659.90	\$37,086.30	\$37,861.30	\$38,636.30	\$40,181.75
2021-22	\$34,996.82	\$35,496.82	\$35,996.82	\$36,496.82	\$37,956.69	\$38,731.69	\$39,506.69	\$41,086.96
2022-23	\$35,854.24	\$36,354.24	\$36,854.24	\$37,354.24	\$38,848.41	\$39,623.41	\$40,398.41	\$42,014.35
2023-24	\$36,732.67	\$37,232.67	\$37,732.67	\$38,232.67	\$39,761.98	\$40,536.98	\$41,311.98	\$42,964.46
2024-25	\$37,632.62	\$38,132.62	\$38,632.62	\$39,132.62	\$40,697.93	\$41,472.93	\$42,247.93	\$43,937.84

### 14.4 Salary for Newly Hired Professional Educators with Experience

Newly hired professional educators to HCUSD #2 who have experience and are granted prior years of experience, shall be paid equivalent to the lowest paid professional educator currently employed with the same years of experience and educational level. Should no professional educator be currently employed with the same years of experience and educational level then the Superintendent or his/her designee shall work with the U2CT to determine the most appropriate placement.

Options shall include: (A) Looking for a professional educator previously employed in prior years who would have been equal to the new hire had he/she continued employment and increasing that salary appropriately; and (B) Look for a currently professional educator who is closest to the new hire’s placement and adjusting that salary accordingly. If the current professional educator has the same years of experience and a different number of graduate hours, then the salary enhancement shall be added or subtracted accordingly. If the current professional educator has the same graduate hours but different years of experience, then the salary shall be increased or reduced by 3.30% appropriately.

# Article XV: Extra-Curricular & Coaching Payments

## 15.1 Extra Curricular Stipends

<i>Group</i>	<i>2020-2021</i>	<i>2021-2022</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>
A	\$100	\$102	\$104	\$106	\$108
B	\$550	\$561	\$572	\$584	\$595
C	\$750	\$765	\$780	\$796	\$812
D	\$1,050	\$1,071	\$1,092	\$1,114	\$1,137
E	\$1,600	\$1,632	\$1,665	\$1,698	\$1,732
F	\$2,250	\$2,295	\$2,341	\$2,388	\$2,435
G	\$3,400	\$3,468	\$3,537	\$3,608	\$3,680

Group A	Group B	Group C
SAT/ACT Prep (2 teachers per English & Math)	Grade School Media Services Junior High Media Services High School Media Services	PK – 8 Yearbook #1 PK – 8 Yearbook #2
STEAM Grades 2 – 4 STEAM Grades 5 – 8 STEAM Grades 9 – 12	Junior High Student Council #1 Junior High Student Council #2 Junior High SEL #1 Junior High SEL #2	
Kindergarten Café^ ^Those presenting to families	Junior High Media Club High School Best Buddies High School Computer Club High School Creative Writing Club High School French Club High School Senior Class Sponsor* High School Spanish Club	
		Group D
		Prom SADD**
Group E	Group F	Group G
High School Art Club High School Interact High School NHS w/ Winterball*** High School SEA High School Student Council #1 High School Student Council #2	High School Peer Tutoring (without supervision) High School Fall Play High School Spring Play	High School Peer Tutoring (with supervision)

**All stipends in this table are to be split if multiple people are hired to fulfill these duties.**

\* For the two persons hired as High School Senior Class Sponsor prior to the 2020-21SY they shall both be paid this stipend individually as it was listed as this position is being consolidated from two stipends to one. When one of these persons leaves, the remaining person may sponsor alone, or if a second person is hired they shall receive half the stipend listed. When both persons leave the position, then only this one stipend shall be paid, and split accordingly should multiple people be hired.

\*\* For the two persons hired as SADD sponsor prior to the 2020-21SY they shall be paid their split of their current stipend plus 2% per year until they resign. Any new person to this position will make the monies listed in this contract. If one person resigns and is replaced, the replacement will receive half of the stipend listed in this contract. When both persons leave the position, then only the stipend amount in this contract shall be paid, and split accordingly should multiple people be hired.

\*\*\* In a change from the 2015-2020 contract, the NHS position now specifically includes the Winterball stipend as those dance duties fall under the duties of the NHS sponsor. The person hired as NHS sponsor prior to the 2020-21SY shall be paid their current stipend plus 2% per year until they resign. Any new person hired to this position will make the monies listed in this contract.

## 15.2 Music Stipends

<i>Position</i>	<i>2020-2021</i>	<i>2021-2022</i>	<i>2022-2023</i>	<i>2023-2024</i>	<i>2024-2025</i>
Grade School Evening Music Concert	\$ 72	\$ 74	\$ 75	\$ 77	\$ 78
LMS Choir	\$ 513	\$ 523	\$ 534	\$ 544	\$ 555
LMS Orchestra	\$ 807	\$ 823	\$ 839	\$ 856	\$ 873
LMS Band	\$ 807	\$ 823	\$ 839	\$ 856	\$ 873
LMS Jazz Band	\$ 1,365	\$ 1,775	\$ 2,307	\$ 2,999	\$ 3,899
HHS Choir	\$ 513	\$ 523	\$ 534	\$ 544	\$ 555
HHS Orchestra	\$ 1,148	\$ 1,170	\$ 1,194	\$ 1,218	\$ 1,242
HHS Band	\$ 2,035	\$ 2,076	\$ 2,117	\$ 2,159	\$ 2,203
HHS Jazz Band	\$ 4,004	\$ 4,084	\$ 4,165	\$ 4,249	\$ 4,334
Head Marching Band	\$ 4,060	\$ 4,141	\$ 4,224	\$ 4,308	\$ 4,394
Assistant Marching Band	\$ 3,914	\$ 3,992	\$ 4,072	\$ 4,153	\$ 4,236
Head Marching Band Summer Camp	\$ 2,390	\$ 2,438	\$ 2,486	\$ 2,536	\$ 2,587
Asst. Marching Band Summer Camp	\$ 2,151	\$ 2,194	\$ 2,238	\$ 2,283	\$ 2,329
Show Choir	\$ 4,004	\$ 4,084	\$ 4,165	\$ 4,249	\$ 4,334
After School/Summer Music Lessons	\$ 21/hr	\$ 21/hr	\$ 21/hr	\$ 21/hr	\$ 21/hr

After School/Summer Music Lessons: \$21/hour every year with administration approval

## 15.3 Coaching Stipends

<b>Group</b>	<b>Base Stipend</b>	<b>Annual Increase to Base Pay</b>					
		<b>Year 2 - 5</b>	<b>Year 6 - 10</b>	<b>Year 11 - 15</b>	<b>Year 16 - 20</b>	<b>Year 21 - 25</b>	<b>Year 26 - 30</b>
1	\$ 4,750	\$ 154	\$ 159	\$ 163	\$ 167	\$ 172	\$ 176
2	\$ 4,250	\$ 138	\$ 142	\$ 146	\$ 150	\$ 154	\$ 157
3	\$ 3,750	\$ 122	\$ 126	\$ 129	\$ 132	\$ 136	\$ 139
4	\$ 3,100	\$ 101	\$ 104	\$ 107	\$ 109	\$ 112	\$ 115
5	\$ 2,600	\$ 85	\$ 87	\$ 89	\$ 92	\$ 94	\$ 96
6	\$ 2,000	\$ 65	\$ 67	\$ 69	\$ 71	\$ 72	\$ 74
7	\$ 1,250	\$ 41	\$ 42	\$ 43	\$ 44	\$ 45	\$ 46
8	\$ 1,000	\$ 33	\$ 33	\$ 34	\$ 35	\$ 36	\$ 37
9	\$ 500	\$ 16	\$ 17	\$ 17	\$ 18	\$ 18	\$ 19

Example: A Coach in Group 2 has 12 years' experience. They then will be compensated:

Base Stipend of Group 2:	\$4,250
Years 2 - 5 Annual Increase:	\$138 x 4 = \$552
Years 6 - 10 Annual Increase:	\$142 x 5 = \$710
Years 11 and 12 Annual Increase:	\$146 x 2 = \$292
Total Coaching Compensation Year 12:	\$5,804
Then in year 13 the coach will receive:	\$5,804 + \$146 = \$5,950

Group (1)	Group (2)	Group (3)
Head Varsity Football	Head Varsity Baseball	High School Assistant Football
Head Varsity Boys Basketball	Head Varsity Softball	High School Assistant Boys Basketball
Head Varsity Girls Basketball	Head Varsity Boys Soccer	High School Assistant Girls Basketball
Head Varsity Volleyball	Head Varsity Girls Soccer	High School Assistant Volleyball
	Head Varsity Boys Track**	High School Basketball Cheer
	Head Varsity Girls Track**	
	Head Varsity Cross Country	

Group (4)	Head Varsity Wrestling Group (5)	Group (6)
High School Head Robotics High School Assistant Baseball High School Assistant Softball High School Assistant Boys Soccer High School Assistant Girls Soccer High School Assistant Boys Track High School Assistant Girls Track High School Assistant Wrestling High School Assistant Cross Country 7 <sup>th</sup> Grade Boys Basketball 7 <sup>th</sup> Grade Girls Basketball 7 <sup>th</sup> Grade Volleyball 8 <sup>th</sup> Grade Boys Basketball 8 <sup>th</sup> Grade Girls Basketball 8 <sup>th</sup> Grade Volleyball	High School Football Cheer High School Varsity Bowling High School Varsity Scholastic Bowl 6 <sup>th</sup> Grade Boys Basketball 6 <sup>th</sup> Grade Girls Basketball 6 <sup>th</sup> Grade Volleyball 7 <sup>th</sup> Grade Baseball 7 <sup>th</sup> Grade Softball 8 <sup>th</sup> Grade Baseball 8 <sup>th</sup> Grade Softball Junior High Girls Track #1 Junior High Girls Track #2 Junior High Boys Track #1 Junior High Boys Track #2 Junior High Wrestling #1 Junior High Wrestling #2 Junior High Girls Cross Country Junior High Boys Cross Country	High School Assistant Robotics High School Assistant Scholastic Bowl High School Associate Boys Basketball High School Associate Girls Basketball High School Associate Volleyball High School Associate Boys Soccer High School Associate Girls Soccer High School Associate Baseball High School Associate Softball High School Associate Wrestling Junior High Scholastic Bowl
Group (7)	Group (8)	Group (9)
High School Math Team Coach #1 High School Math Team Coach #2 Junior High Math Team Coach #1 Junior High Math Team Coach #2 Junior High Math Team Coach #3	High School Speech Team Junior High Spelling Team	High School Academic Challenge Junior High Speech Team #1 Junior High Speech Team #2

\*\* If a single person is hired as Head Coach of both Boys and Girls Varsity Track, they shall receive both stipends less the base salary of Group (4). \*\*

**For transitioning from the 2015-2020 Collective Bargaining Agreement to the 2020-2025 Collective Bargaining Agreement, the following will be applied:**

- a. All new coaching hires will be paid according to the above table.
- b. All coaches paid under the 2015-2020 Collective Bargaining Agreement transitioning to this 2020-2025 Collective Bargaining Agreement will have their 2020-21SY compensation established as follows:
  - i. Determine the compensation, given years' experience, under this new table
  - ii. Calculate the difference between 2019-20SY compensation and the value determined in the previous step.
  - iii. If the difference is less than \$200 the coach shall receive a \$200 increase in stipend for the 2020-21SY
  - iv. If the difference is between \$201 and \$500 the coach shall be paid according to the table above for the 2020-21SY
  - v. If the difference is between \$501 and \$749 the coach shall receive a \$500 increase in stipend for the 2020-21SY
  - vi. If the difference is between \$750 and \$999 the coach shall receive a \$750 increase in stipend for the 2020-21SY
  - vii. If the difference is more than \$1,000 the coach shall receive a \$1,000 increase in stipend for the 2020-21SY
- c. All coaches starting in the 2021-22SY shall receive annual raises in stipend based upon the table above for their years' experience.

**Qualifying for the Multiple Coaching Stipend**

Only persons who received a multiple coaching stipend in the 2019-20SY are eligible for this stipend in the amount received in this current collective bargaining agreement (i.e. if paid the 2-sport bonus, they may not receive the 3-sport bonus if adding a 3<sup>rd</sup> sport under this contract.) Once a coach stops coaching multiple sports, they will lose eligibility for this stipend (i.e. Go from coaching 2 sports to 1 sport under this contract, then back up to 2). No new coaches will be considered eligible under this collective bargaining agreement.

**Multiple Coaching Stipend:** Coaches of 2 sports will receive an additional \$400 on December 10<sup>th</sup> payday. Coaches of 3 sports will receive an additional \$700 on the December 10<sup>th</sup> payday

**High School Summer Pre-Season Practice – Maximum of 10 days of practices**

- Head Football: \$55/day
- Assistant Football: \$45/day
- Head Volleyball & Head Soccer: \$35/day
- Assistant Volleyball & Assistant Soccer: \$25/day
- Cross Country: \$25/day

**Moving Between Coaching Groups:**

- Administration, in the case of head coaches, may allow experience acquired outside the district.
- When advancing from assistant to head coach, only years’ experience with district shall be credited.
- If a junior high coach begins coaching the same sport at the high school, each year experience at the junior high level will count as a half year experience when determining the high school credit.
- If a high school coach begins coaching the same sport at the junior high school, each year experience at the high school level will count as a full year experience when determining the junior high school credit.
- For any moves there shall be no distinguishing between gender sports when making this determination.

**15.4 Athletic Directors**

Each athletic director shall be paid as outlined below. Should any sports be added to the Junior High Athletic Director then he/she shall receive the additional stipend per year per sport added.

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Junior High with Release Time	\$ 3,630	\$ 3,739	\$ 3,851	\$ 3,967	\$ 4,086
Junior High Additional Sport Stipend with Release Time	\$ 185	\$ 191	\$ 196	\$ 202	\$ 208
Junior High without Release Time	\$ 7,260	\$ 7,405	\$ 7,553	\$ 7,704	\$ 7,858
Junior High Additional Sport Stipend without Release Time	\$ 370	\$ 381	\$ 393	\$ 404	\$ 416
High School with Release Time	\$ 12,839	\$ 14,339	\$ 15,339	\$ 16,089	\$ 16,614

Release time for the Junior High Athletic Director will be defined as minimum 1/3 of the teaching day, not including prep time.

Release time for the High School Athletic Director will be defined as minimum 1/2 of the teaching day, not including prep time.

**15.5 Strength and Conditioning Coordinator (HHS)**

The High School Strength and Conditioning Coordinator shall be paid as follows

2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
\$ 7,497	\$ 7,647	\$ 7,800	\$ 7,956	\$ 8,115

## **15.6 Summer Athletic Camp Funding and Stipend**

All summer camps and hours must be pre-approved in writing by the Superintendent or his/her designee. One of the financial goals of the summer camps will be to break even. Thus, for approval of a summer camp that utilizes one of the District facilities and/or equipment, the coach of the respective team will prepare a breakdown of the expenses and anticipated revenue based on the number of projected camp attendees. With this breakdown the Superintendent, or his/her designee, will approve the budget for paying coaches and work with the coach to then break down the number of paid hours for each coach.

Summer camp coaches will be paid per hour for time spent with athletes/students with Head Coaches will be paid \$17.50 per hour and Assistant/Associate Coaches paid per hour following minimum wage law. Coaches seeking reimbursement for hours worked must submit the proper extra pay paperwork to the unit office within thirty (30) days of the conclusion of camp. Should a coach not wish to be reimbursed then they need not submit any paperwork.

## Article XVI: Effect of Agreement

16.1

This agreement shall become effective on July 1, 2020 and shall continue in effect until June 30, 2025. When either party executed written notification to the other party prior to April 1 of the year of the contract terminates that it wishes to renegotiate the agreement, the Board shall meet with the U2CT no later than April 15 to receive the U2CT proposal and negotiations will continue in an effort to reach an agreement. The agreement may be continued by mutual consent.


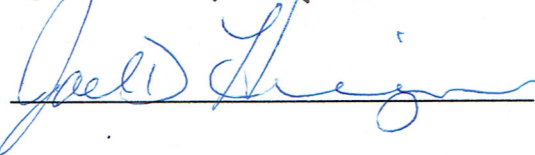
16.2

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties and may be modified only through written mutual consent of the parties. It is understood that all rights, powers and authority of the Board not specifically limited by the language of this agreement are retained by the Board. The Board shall take no action which will violate any of the specific provisions of this agreement.

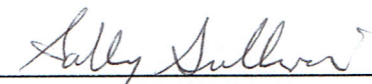
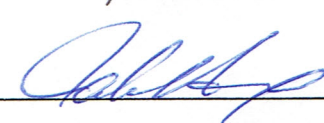
16.3

This agreement is signed this 11 day of May, 2020, in witness thereof:

FOR THE HERSCHER UNIT TWO  
CLASSROOM TEACHERS

  
\_\_\_\_\_  
  
\_\_\_\_\_

FOR THE BOARD OF EDUCATION  
HERSCHER CUSD #2

  
\_\_\_\_\_  
  
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