

**PROFESSIONAL AGREEMENT
BETWEEN
HAWTHORN SCHOOL DISTRICT #73
BOARD OF EDUCATION**

AND

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

July 1, 2020 To June 30, 2025

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PREFACE

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

Article I - RECOGNITION

1.1 The Board of Education of the Hawthorn School District 73, hereinafter referred to as the "Board", recognizes the Illinois Education Association (IEA) through its affiliate the Hawthorn Education Association, hereinafter referred to as the "Association" or "HEA", as the exclusive bargaining representative for all full-time and regularly employed part-time licensed (certificated) persons and non-licensed (certificated) persons employed by Hawthorn District 73 in the following job titles: teacher, occupational therapist, speech/language therapist, social workers, psychologists, building secretaries, clerks, registered nurse, custodians, maintenance, library media facilitator, and instructional assistants and excludes all SEDOL employees, the Superintendent, Assistant Superintendents, Directors, Coordinators, principals and assistant principals, and all District office administrative assistants/secretaries, and technology support specialists; all supervisory, managerial, confidential, or short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et seq

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

1.2 The terms "teacher," and/or "licensed staff member" are interchangeable references in this Agreement. The term "full-time" when used herein shall refer to a licensed staff member or educational support staff member regularly employed for thirty (30) hours or more per week. The term "employees" or "members" shall be used to reference all members of the bargaining unit.

1.3 The Association recognizes that the Board is the elected body representing the residents of the District and is vested legally with the responsibility for providing a sound educational program.

Article II - ASSOCIATION RIGHTS

2.1 Once the agreement is ratified, it will be posted on the district website within thirty (30) days.

2.2 The Board will authorize twenty-four (24) school days, in minimal increments of half days, for the purpose of attending Association related workshops, conferences, or conventions. These days may also be used for in-school business, which cannot be easily accomplished before or after school, and does not interfere with job related responsibilities.

Employees authorized by the Association President(s) or their designee to take such leave shall be released from duties if it does not interfere with those duties, as determined by the Principal and approved by the Superintendent or their designee, subject to the following:

A. The Association will reimburse the district for the substitute's pay.

- B. The Association shall request of the principal, in writing, leave authorization at least five school days in advance. In the event the request is denied, a reason will be given in writing.
 - C. Release time for Association representatives to attend Northern Illinois Health Insurance Plan (NIHIP) meetings will be in addition to the twenty-four (24) days. The Board will pay for release time for NIHIP meetings.
 - D. Upon agreement between the Superintendent and HEA President(s), additional days for conducting Association business may be granted.
- 2.3 The Association will monitor contracts issued to individuals to ensure that the individual contract conforms to the master Agreement.
- 2.4 The Association shall have the right to hold general membership meetings and executive meetings on school District property. The Association will provide meeting dates to the Superintendent by August 15th, and these dates will be placed on the district and building calendars. Staff will make a good faith effort to avoid meetings on those dates.
- 2.5 Discipline
- A. Just Cause Discipline: No non-probationary employee will be demoted, suspended or discharged without just cause.
 - B. Weingarten Rights: At the employee's request, an employee has the right to have an HEA representative present when the employee is called to appear before a supervisor, administrator, or the Board to discuss matters that may lead to disciplinary action against the employee.
- 2.6 During a pre-observation, post-observation, or a support staff evaluation meeting, any staff member may have another staff member present.

Article III - BOARD RIGHTS

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

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

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

Article IV - NEGOTIATION PROCEDURES

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

4.1 Impact Bargaining:

The Board recognizes that any changes that directly affect or impact wages, hours, and terms and conditions of employment will not occur until the Association President(s) is notified and the Association is given an opportunity to bargain over such item(s).

Article V - EFFECT AND DURATION OF AGREEMENT

The Parties agree that the length of the Agreement will be five (5) years. The Agreement is effective July 1, 2020 and will remain in effect through June 30, 2025. The parties agree that the term of this Agreement may be extended by mutual agreement at any point.

Article VI - NO STRIKE CLAUSE

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

Article VII - DUES DEDUCTION

- 7.1 Upon receipt of written authorization from an employee, the Board shall withhold from compensation of that employee the current dues of the Association. The amount or number of dues deductions shall be supplied by the Association to the District's Business Office along with a list of those employees requesting dues deduction. As soon as practicable after receiving the list from the Association, the

Board shall deduct dues from the regular salary check of the employee unless the employee provides written notice signed by the employee that they no longer want to be a member of the Association and revoking consent for dues deduction, addressed to the President of the Illinois Education Association, 100 East Edwards Street, Springfield, Illinois 62704-1999 (attention Membership Processing), or addressed to the Hawthorn Education Association President(s). The Board shall pay the amount of dues withheld to the Association no later than ten (10) days following the dues deduction. Nothing in this section shall be interpreted to affect any contractual relationship between the Association and the employee with respect to paying dues.

7.2 In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its expense and through its counsel, provided:

- A. The Board gives reasonable notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
- B. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and appellate levels.

7.3 The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with the Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

Article VIII - WORKING CONDITIONS

8.1 Non-Instructional Time: (Planning Time for Licensed Staff):

- A. Each licensed staff member will have a scheduled duty-free lunch period equal to that of the students, but in no event less than thirty (30) minutes, not including passing time.
- B. Licensed staff members may leave the building during their lunch period with appropriate sign out and punctual return.
- C. Licensed staff members will not be regularly assigned more than four (4) consecutive instructional periods at the middle school or 180 minutes at the elementary school, except if the teacher and the administrator mutually agree.
- D. All full time licensed staff members will receive a minimum of 345 minutes of planning time a week, excluding lunch, provided that such planning time shall include at least one thirty (30) minute period per day, that a planning period shall not be less than fifteen (15) minutes, and that passing time is not included in planning time.

8.2 Class Size:

The class size goals described in the letter of process will be maintained by HEA President(s) and Superintendent. In the event circumstances require these goals to be exceeded, the affected teacher and Association will work collaboratively with the administration to find a solution.

8.3 Breaks for Support Staff:

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

8.4 Transcripts

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

8.5 Licensed Staff Member Plan Days:

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

8.6 Covering Classes:

- A. A licensed staff member who covers a class during a plan time at the request of the administration will be paid at the rate of \$32.00 per clock hour.
- B. A licensed staff member who absorbs another class in addition to their scheduled class at the request of the administration will be paid at the rate of \$32.00 per clock hour. (For example, a PE teacher has two classes at one time.)
- C. Administrators will make a good faith effort to find a licensed staff member willing to substitute before calling upon a certified instructional assistant for internal substitution.
- D. It shall not be the responsibility of a licensed staff member to secure an internal substitute, but nothing shall preclude a licensed staff member from volunteering to do so.
- E. A licensed instructional assistant may volunteer to substitute in a class in the absence of a licensed staff member when asked by the Administration. The Assistant shall be paid their full hourly rate plus \$6.00 (sub pay) and will be guaranteed at least one hour per day of sub pay each time they are asked to substitute for a licensed staff member.

8.7 Extra Class Period:

An extra class period is a class period taught by a licensed staff member during a licensed staff member's 345 minutes of plan time. An extra class period, for example, shall be teaching seven classes daily on a recurring basis compared to six general class periods.

Payment for an extra class period will be at the rate of \$32.00 per clock hour.

8.8 Traveling Employee

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

8.9 Transfer of Classroom:

Licensed staff members who are relocating at administration's request will be given one (1) personal day.

8.10 Length of Day:

A. The length of the licensed staff member day is 7.5 hours, including a duty-free lunch. The start and end times will be established by the Superintendent for each building. A good faith effort will be made to make the start time no earlier than 7:15 a.m. and no later than 4:00 p.m. The Board and the Association will mutually agree upon any adjustments.

B. During the 2020-2021, 2021-2022, and 2022-2023 school years, two after school 60-minute faculty meetings (a meeting which ends 30 minutes beyond the contract day) may be conducted every second and fourth Wednesday of each month, September through May. For the 30-minute extended meeting time, the Board shall allow the licensed staff member to leave school 30 minutes early or arrive 30 minutes late within the week of a scheduled meeting, without interfering with the student start and end times.

C. Beginning in 2023-2024, the student instructional day will increase to seven (7) hours for both elementary and middle school. In lieu of early release days and faculty meetings, professional development time will be provided every Wednesday by releasing students 30 minutes early. Licensed staff will stay for 1.5 hours after students are dismissed. For the 30 minute extended meeting time, the board shall allow the licensed staff member to leave school 30 minutes early or arrive 30 minutes late within the week of a scheduled meeting, without interfering with student start and end times.

D. A committee of HEA members and district administrators will convene in the 2022-2023 school year to plan for the increase to our instructional day. All parties acknowledge and accept that the outcome of this committee will be the establishment of a 7 hour school day to begin at the start of the 2023-2024 school year.

8.11 Electronic Device Program:

The Association and District agree to the following regarding the licensed staff member electronic devices (such as laptops, chromebooks, and ipads) program:

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

8.12 Access

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

8.13 Open House and Conferences:

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

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

8.14 Building Communication Vehicle:

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

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

8.15 Temporarily Unfilled Positions

If a position in the bargaining unit becomes temporarily vacant, due to an employee on a leave, the position is unfilled, etc, after ten (10) school days this will trigger a conversation with the building principal and Director of Human Resources to review options for possible adjustments.

If this position in the bargaining unit continues to be temporarily vacant, due to an employee on a leave, the position unfilled, etc, after fifteen (15) school days this will trigger a conversation with the building principal and Director of Human Resources. This matter will then be brought to the attention of the President(s) or designee of the HEA.

8.16 Double Duty

No employee(s) shall be required, on a continuing basis, to assume the responsibilities of a vacant staff position in addition to their own duties and responsibilities. It is agreed by the parties that when a position becomes temporarily vacant or should the long-term illness of an active employee require work coverage, all intentions are to have such positions covered immediately. Typically, vacancies will be filled, or a temporary employee will cover the vacancy, and in the case of long-term absence by an active employee, a temporary employee will cover the work. However, requiring an employee to assume the responsibility of such a position for a thirty (30) calendar day period is considered reasonable and shall not constitute a violation of this Article.

The Employer will contact the Union President(s) or designee when it is contemplating assigning any bargaining unit member to cover any temporarily vacant position or position requiring coverage due to the absence of an active employee. When hiring a temporary is not feasible, any bargaining unit member assigned to such coverage shall receive one (1) sick leave day added to their accumulated sick leave for every thirty (30) calendar days of coverage, or portion thereof, performed beyond the initial thirty (30) calendar day period.

8.17 Special Educator Facilities, Classes, and Class Size

Pursuant to the Rules and Regulations of the Illinois State Board of Education (23 Illinois Administrative Code 226.720 and 226.730), school districts are required to adopt a plan specifying limits on the facilities, classes, and class size of its special education classes. The Rules and Regulations require that each plan be developed in collaboration with its special educators and in accordance with the Illinois Educational Labor Relations Act (IELRA). The rules and regulations further provide that the plan shall take effect at the beginning of the 2020-2021 school year, or as soon as possible after that date, if a later date is necessary to comply with an agreement under the IELRA in effect at the beginning of the 2020-2021 year.

8.18 Special Educator Workload

A. Pursuant to the Rules and Regulations of the Illinois State Board of Education (23 Illinois 226:735), in order to provide students with IEPs the free, appropriate education to which they are entitled, each entity subject to this Part shall implement and maintain limits on the workload of its special educators so that all services required under student's IEPs, as well as all needed ancillary and support services, can be provided at the requisite level of intensity.

B. Workload limits shall be developed in cooperation with the entity's affected employees and, where there is an exclusive representative, in accordance with the Illinois Educational Labor Relations Act (IELRA) [115 ILCS 5], to ensure timely implementation by the start of the school year.

- C. Workload limits shall be based on an analysis of the activities for which the entity's special educators are responsible and shall encompass, but need not be limited to:
1. Individualized instruction;
 2. Consultative services and other collaboration among staff members;
 3. Attendance at IEP meetings and other staff conferences; and
 4. Paperwork and reporting.

8.19 The number of children served by a speech and language pathologist shall be based on the speech-language needs of each child. The other provisions of this Section notwithstanding, at no time shall the caseload of a speech and language pathologist exceed 60 students.

Article IX - EXTRA DUTY PAY

- 9.1 The person(s) responsible for directing a summer IEP meeting and curriculum work done on non-school days, when approved by administration, will be compensated at the rate of \$38.00 per clock hour.
- 9.2 Any student services provider (i.e. social worker, psychologist, occupational therapist) asked to administer evaluations during the summer will be compensated at the rate of \$38.00 per clock hour
- 9.3 If a licensed staff member or ESP is required by administration to attend a workshop, IEP meeting or training session outside of contract hours, a licensed staff member will be compensated at the rate of \$38.00 per clock hour and ESP at their hourly rate. The licensed staff member or ESP must register and/or complete necessary paperwork.
- 9.4 If a licensed staff member provides local training time as a Hawthorn Local Trainer (HLT) or teaches in the summer school or before or after school programs, they are compensated at the rate of \$41.00 per clock hour.
- 9.5 Homebound tutoring will be reimbursed at the rate of \$34.00 per clock hour.
- 9.6 Any licensed staff member who has been requested to interpret/translate during their plan time will be compensated at the rate of \$34.00 per clock hour.

Article X - WORK YEAR

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

10.2 Full-Time Support Staff:

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

The start date for support staff, not including 12 month employees, will begin no earlier than August 1st and at least 10 days prior to the start of the students' first day.

Beginning in the 2023-2024 school year, hours worked for Instructional Assistants, Health Assistants and Nurses will be adjusted due to the increase in the student instructional day.

CLASSIFICATION	ESP POSITION	HOURS WORKED PER DAY 2020-2021, 2021-2022, 2022-2023	HOURS WORKED PER DAY Beginning 2023-2024	WORK YEAR
Secretaries	Principal's Secretary	8.0	8.0	<ul style="list-style-type: none"> • 12 month (260 days) • 11 months (220 days) *see 10.5
	Student Secretary	7.5	7.5	200 days
Clerical	Office Clerk	7.5	7.5	200 days
	Health Assistant	6.5	7.0	174 days**
Nurses	Registered Nurse	7.0	7.5	180-190 days
Assistants	Instructional Assistant	6.5	7.0	174 days**
	Instructional Assistant (EC)	7.0	7.0	169 days**
	Instructional Assistant (PK)	7.0	7.0	174 days**
	Library Media Facilitator	8.0	8.0	190 days
Custodial	Building Day	8.0	8.0	12 months (260 days)
	Building Night	8.0	8.0	12 months (260 days)
Maintenance	Maintenance	8.0	8.0	12 months (260 days)

***These days may be adjusted due to early release days and pay will be adjusted for total time worked.*

10.3 Part-Time Support Staff:

Support personnel whose paid working hours per day are greater than the number of hours listed above shall retain their same hours worked per day. Any educational support personnel employed before July 1, 2004, and whose current hours per day are within thirty (30) minutes of those listed in the chart above shall be afforded the option of moving to said hours upon agreement with the Superintendent and discussions with the Association President(s). All future support personnel employed after July 1, 2004, shall be employed and compensated for the hours worked using the hours specified above to calculate full-time equivalency (FTE). The district may change the above working condition provided it adheres to the reduction in force provisions of this agreement, the School Code, and the duty to bargain.

10.4 Summer and Winter/Spring Break Work Hours for 12 Month Support Staff.

The administration has the flexibility to adjust weekly schedules while keeping the total work week hours the same. If adjustments are made to weekly schedules, the Superintendent or designee will notify all 12 month employees as follows:

- Winter Break by October 15th
- Spring Break by January 15th
- Summer hours by March 15th

10.5 Eleven-Month Principal Secretary Position

A. An eleven (11) month employee works an eight (8) hour day, five (5) days per week beginning no earlier than August 1st and at least 10 days prior to the start of the students' first day. The work year shall not include one (1) week of winter break, spring break and the month of July (220 days).

B. The eight (8) hour work day includes one thirty (30) minute duty free unpaid lunch and two (2) fifteen (15) minute duty free paid breaks. Lunch is unpaid and is therefore not included in the work hour calculations. Hours of employment, lunch and breaks will be established with the employee and their immediate supervisor.

C. Holidays - Eleven (11) month employees will be granted the day off, with pay, for the observed holidays and non-attendance days that occur within their work year.

In the event that one of these legal holidays falls on either a Saturday or Sunday, employees will receive the preceding Friday or following Monday off with pay only if school is not in regular session on those days. If students are in regular attendance, employees are expected to be at work.

D. Any Principal Secretary who currently works twelve (12) months will have the option to move to an eleven (11) month work year beginning July 1, 2020 as outlined above OR may be grandfathered at the current twelve (12) month work year. This option is one time and irrevocable. Moving forward, newly hired principal secretaries will be hired at an eleven (11) month position.

Transitioning to the 11 month schedule will result in a salary proration based at their hourly rate.

Article XI - LABOR MANAGEMENT RELATIONS COMMITTEE

11.1 Labor Management Relations Committee (LMRC):

The parties shall organize a labor/management committee designed to serve as a vehicle for informal resolution of labor/management concerns as such concerns may arise during the term of the contract. By participating in committee discussions, neither party waives its rights to engage in formal collective

bargaining nor to declare any issue non-negotiable within the meaning of the Illinois Educational Labor Relations Act as interpreted by the Illinois Educational Labor Relations Board (IELRB) rules, regulations, or decisions or judicial interpretations thereof, unless such party expressly agrees to such waiver in writing.

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

11.2 Process of LMRC:

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

11.3 Composition of the Committee:

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

11.4 Scope and Purpose of the Committee:

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

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

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

Article XII - SERVICING STUDENTS WITH SPECIAL NEEDS, ACCOMMODATIONS, OR INTERVENTIONS

12.1 All licensed staff members and assistants working with a student with special needs (i.e., IEP), accommodations (i.e., 504 Plans), or interventions (i.e., Response to Intervention (RtI) Tier I, II or III) shall receive relevant information and appropriate training that will enable them to do the best job possible for the education of the child in a timely manner. (Reference Support Training Procedure for Staff; Appendix D)

- 12.2 Licensed staff members will not perform non-educational duties for which they are untrained or go beyond the scope of their training. At the request of administration, assistants will be trained to perform non-educational duties and will be compensated if this required training occurs outside contract hours at their hourly rate.
- 12.3 Learning Behavior Specialists will receive one release day per trimester for planning, parent contact and consultation with support staff.
- 12.4 The administration will attempt to provide licensed staff members assigned to students described above a common planning time with the other support staff if it can be accomplished within the scheduling pattern at the school.

Article XIII - GRADING

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

Article XIV - PROFESSIONAL DEVELOPMENT

14.1 All licensed staff members with the exception of those in the final lane of the schedule will be rewarded for each semester hour of college credit that is satisfactorily completed with a grade of "B" or better. It is understood that the Board and Superintendent will grant this reward only for credits from a degree program from an Illinois approved Teacher Education Institution (as identified by the Illinois State Board of Education) and which will aid the licensed staff member in their teaching. The reward shall consist of 100% of tuition payment for each course, not to exceed \$2,000 per school year. The District may provide up to an additional \$400 per school year for coursework reimbursement applicable towards certification and/or endorsement in an area of licensure or endorsement pre-approved by the District based on District need.

The licensed staff member must submit an official request for pre-approval of coursework to the Superintendent or their designee and must provide appropriate receipts and verification of coursework upon completion. Part-time licensed staff members' benefits will be prorated.

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

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

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

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

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

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

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

14.2 National Board Certification:

Tuition money can be used to pay for National Board Certification. Upon earning National Board Certification on or after July 1, 2020, National Board Credits can be applied to a lane change for a maximum of nine (9) credit hours without transferring the credit to an accredited university.

14.3 Reimbursing the District:

Any licensed staff member who utilizes the district benefit of tuition reimbursement for professional development purposes agrees to reimburse the district for the total amount of the tuition paid on the licensed staff member's behalf if the licensed staff member does not complete two school years of their employment with the district following the tuition reimbursement.

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

14.4 Support Staff:

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

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

14.5 Mentoring Program for Licensed Staff:

All first and second year licensed staff will be provided with a mentor. Licensed staff mentors will be compensated.

Article XV - INSURANCE BENEFITS

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

The Board will contribute to the insurance program as follows:

- 15.1 Full-time employees will be allowed a benefit equal to the amount of the single coverage premium for current level of health insurance benefits in the PPO 750, PPO 1200 or HMO Illinois plan. (The District will provide employees with a benefit summary). For part-time employees, working 30 or more hours per week, the Board will pay 100% of the prorated amount. Employees selecting the District's PPO

300 plan will pay the District toward the cost of the premium, an amount equal to the difference between the premium cost of the PPO 300 plan and the PPO 750 plan.

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

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

- 15.5 Health Insurance Optional Incentive for Employees:
For those employees who choose not to participate in the district provided health insurance plan, the Board shall pay \$500 annually into a Section 125 Spending Account in lieu of insurance. The amount will be increased to \$600 annually if the employee contributes \$600 to their flexible benefits plan.
- 15.6 Life and Accidental Death Insurance and Disability:
Pay in full the premiums of the Life and Accidental Death and Disability for full-time employees, in the amount of their current salary level, excluding stipends, to the nearest thousand. For part-time employees working 30 or more hours per week, pay 100% of the prorated premium.
- 15.7 Long-Term Disability Insurance
Pay in full the premiums of a Long-Term Disability policy for full-time employees, in the amount of 60% of their current salary, to a maximum of \$5,000 per month to age 65. For part-time employees, working 30 hours or more per week, pay 100% of the prorated premium.

Article XVI - TAX SHELTERED ANNUITY

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

Article XVII - RETIREMENT

Licensed Staff:

- 17.1 Because of the significant negative economic impact on the District of providing compensation to licensed staff in excess of the TRS imposed cap on end-of-career earnings, the Board has an obligation

to its taxpaying community to avoid having this cap triggered. To meet this obligation, the Board will monitor licensed staff who reach the TRS statutorily defined retirement window and who are not otherwise participating in the Licensed Staff Retirement Incentive herein. For such licensed staff, the Board will work with the affected licensed staff member and the Association on a case-by-case basis to equitably limit compensation to avoid triggering the cap on end-of-career earnings.

- 17.2 For the first two years following a licensed staff member's retirement, the Board will pay 100% of the cost of the licensed staff member's single coverage health insurance premiums with TRS/TRIP for single coverage health insurance.

The Board will pay each TRS certified retiree \$50.00 for each unused sick day over and above that used for retirement credit, to a maximum of 25 days.

17.3 Voluntary Licensed Staff Retirement Incentive

The BOE and HEA are in agreement: TRS eligible members may participate in the Voluntary Retirement Incentive, beginning with the 2020-2021 school year. Members who meet all eligibility requirements, as described in Paragraph 17.4 (A), may commence benefits under the Voluntary Retirement Incentive beginning with the 2020-2021 school year, provided they notify the Superintendent or designee in writing by August 15, 2020 with their irrevocable notice of intent to retire for a benefit up to a maximum of four (4) years. Notices to retire in subsequent years will be in accordance with Sections 17.4(A).

17.4 Eligibility for Voluntary Licensed Staff Retirement Incentive

A. Eligibility Requirement:

A licensed staff member shall be eligible for the District's Retirement Incentive subject to the following eligibility requirements. The licensed staff member:

1. Must submit a timely irrevocable notice of retirement as required under Paragraph 17.4 (B) below;
2. Must retire in the first year the licensed staff member becomes eligible to retire under TRS without a discounted annuity;
3. Must have completed at least twenty (20) years of TRS service in the District, excluding TRS service credit for accumulated unused sick leave days;
4. Must not cause the Board to pay any penalties and/or any increased contributions to TRS resulting from the licensed staff member's retirement, including any TRS cap or limitation on end-of-career earnings.

If a licensed staff member's retirement date under the District's Retirement Incentive causes the District to pay a penalty and/or increased contribution to TRS, the licensed staff member will submit a payment to the District equal to the difference between the total salary increase received under the District's Retirement Incentive and the actual salary the licensed staff member would have received in accordance with the regular salary schedule of the District.

B. Notification of Retirement

Any eligible licensed staff member, as described in Paragraph 17.4(A), who elects to retire no later than June 30, 2030, under TRS and qualifies for the applicable benefits provided in this Section 17.4 must notify the Superintendent or designee in writing by February 15 prior to the licensed staff member's last years (up to a maximum of four (4) years) of service of their irrevocable intent to retire. The final date by which notice of a licensed staff member's irrevocable intent to retire must be submitted under this Agreement is February 15, 2025. Any eligible licensed staff member who submits timely notice of retirement during the term of this Agreement, but whose effective date of retirement occurs beyond June 30, 2025, is entitled to the retirement benefits included in this 2020-2025 Agreement provided the licensed staff members's retirement date is on or before June 30, 2030. These retirement benefits shall not be provided to any licensed staff member who participates in any other retirement incentive provided under TRS rules or any other law.

C. Retirement Salary Increase

1. Any licensed staff member meeting the eligibility requirements and who have provided proper notice as described above for participation in the District's Retirement Incentive will be compensated as follows:
 - a. If the licensed staff member gives one (1) year notice of retirement under Paragraph 17.4(B) of this Section, the licensed staff member shall receive a three percent (3%) increase over their prior year's creditable earnings for the one (1) year prior to retirement.
 - b. If the licensed staff member gives two (2) years notice of retirement under Paragraph 17.4(B) of this Section, the licensed staff member shall receive a three percent (3%) increase over their prior year's creditable earnings for the first year of the two-year notice period and a three percent (3%) increase over the licensed staff member's prior year's creditable earnings for the second and final year of the two-year notice period.
 - c. If the licensed staff member gives three (3) years notice of retirement under Paragraph 17.4(B) of this Section, the licensed staff member shall receive a five percent (5%) increase over the licensed staff member's prior year's creditable earnings for the first year of the four-year notice period, a five percent (5%) increase over the licensed staff member's prior year's creditable earnings for the second year of the four- year notice period, and a three percent (3%) increase over the licensed staff member's prior year's creditable earnings for the final year of the three-year notice period.
 - d. If the licensed staff member gives four (4) years notice of retirement under Paragraph 17.4(B) of this Section, the licensed staff member shall receive a five percent (5%) increase over the licensed staff member's prior year's creditable earnings for the first year of the four-year notice period, a five percent (5%) increase over the licensed staff member's prior year's creditable earnings for the second year of the four- year notice period, and a three percent (3%) increase over the licensed staff member's prior year's creditable earnings for the third year of the four-year notice period, and a three percent (3%) increase over the licensed staff member's prior year's creditable earnings for the final year of the four- year notice period.

2. The increase will begin in the school year following that in which the licensed staff member submits their required notice of retirement. The retirement compensation shall be in lieu of any other step or lane movement, extra duty positions, stipends, or any other services paid under this Agreement or by the District (i.e., the retiring licensed staff member is deemed to be off-schedule). The licensed staff member further understands and acknowledges that they will not receive any other compensation for any additional activities or services on behalf of the District during the years in which the licensed staff member is receiving the percent increase(s) described in Paragraph 17.4(C)(1) under the District Retirement Incentive . If a licensed staff member has an extra duty or other stipend assignment at the commencement of the retirement compensation period and ceases to perform those services during this period, the calculation of the licensed staff member's percent increase(s) described in Paragraph 17.4(C)(1) shall be reduced by the amount of the extra services compensation.
3. The licensed staff member understands and agrees that, in any year during the time period in which the retirement compensation is provided under this Retirement Incentive, the licensed staff member will in no event receive an increase in total creditable earnings which exceeds the TRS cap on end-of-career earnings.

Educational Support Staff

17.5 Because of the significant negative economic impact on the District of providing compensation to ESPs in excess of the IMRF imposed cap on end-of-career earnings, the Board has an obligation to its taxpaying community to avoid having this cap triggered. To meet this obligation, the Board will monitor ESPs who reach the IMRF statutorily defined retirement window and who are not otherwise participating in the retirement incentive program herein. For such staff, the Board will work with the affected ESP and the Association on a case-by-case basis to equitably limit compensation to avoid triggering the cap on end-of-career earnings.

17.6 The Board will pay each IMRF ESP retiree \$50.00 for each fraction of unused sick days for a maximum of 19 days.

17.7 Voluntary ESP Retirement Incentive

The BOE and HEA are in agreement: IMRF eligible members may participate in the Voluntary Retirement Incentive, beginning with the 2020-2021 school year. Members who meet all eligibility requirements, as described in Paragraph 17.8(A), may commence benefits under the Voluntary Retirement Incentive beginning with the 2020-2021 school year, provided they notify the Superintendent or designee in writing by August 15, 2020 with their irrevocable notice of intent to retire for a benefit up to a maximum of four (4) years. Notices to retire in subsequent years will be in accordance with Sections 17.8 (B).

17.8 Eligibility for Voluntary ESP Retirement Incentive

A. Eligibility Requirements:

An IMRF ESP shall be eligible for the District's Retirement Incentive subject to the following eligibility requirements. The ESP:

1. Must submit a timely irrevocable notice of retirement as required under Paragraph 17.8(B) below;
2. Must retire in the first year the ESP becomes eligible to retire under IMRF without a discounted annuity;
3. Must have completed at least twenty (20) years of IMRF service in the District, excluding IMRF service credit for accumulated unused sick leave days; and
4. Must not cause the Board to pay any penalties and/or any increased contributions to IMRF resulting from the ESP's retirement, including any IMRF cap or limitation on end-of-career earnings.

If an ESP's retirement date under the District's Retirement Incentive causes the District to pay a penalty and/or increased contribution to IMRF, the ESP will submit a payment to the District equal to the difference between the total salary increase received under the District's Retirement Incentive and the actual salary the ESP would have received in accordance with the regular salary schedule of the District.

B. Notification of Retirement

Any eligible ESP, as described in Paragraph 17.8(A), who elects to retire no later than June 30, 2030, under IMRF and qualifies for the applicable benefits provided in this Section 17.8 must notify the Superintendent or designee in writing by February 15 prior to the ESP's last years (up to a maximum of four (4) years) of service of their irrevocable intent to retire. The final date by which notice of an ESP's irrevocable intent to retire must be submitted under this Agreement is February 15, 2025. Any eligible ESP who submits timely notice of retirement during the term of this Agreement, but whose effective date of retirement occurs beyond June 30, 2025, is entitled to the retirement benefits included in this 2020-2025 Agreement provided the ESP's retirement date is on or before June 30, 2030. These retirement benefits shall not be provided to any ESP who participates in any other retirement incentive provided under IMRF rules or any other law.

C. Retirement Salary Increase

1. Any ESP meeting the eligibility requirements and who have provided proper notice as described above for participation in the District's Retirement Incentive will be compensated as follows:
 - a. If the ESP gives one (1) year notice of retirement under Paragraph 17.8(B) of this Section, the ESP shall receive a four percent (4%) increase over their prior year's creditable earnings for the one (1) year prior to retirement.
 - b. If the ESP gives two (2) years notice of retirement under Paragraph 17.8(B) of this Section, the ESP shall receive a four percent (4%) increase over their prior year's creditable earnings for the first year of the two-year notice period and a four percent (4%) increase over the ESP's prior year's creditable earnings for the second and final year of the two-year notice period.

- c. If the ESP gives three (3) years notice of retirement under Paragraph 17.8(B) of this Section, the ESP shall receive a four percent (4%) increase over the ESP's prior year's creditable earnings for the first year of the four-year notice period, a four percent (4%) increase over the ESP's prior year's creditable earnings for the second year of the four- year notice period, and a four percent (4%) increase over the ESP's prior year's creditable earnings for the final year of the four-year notice period.
 - d. If the ESP gives four (4) years notice of retirement under Paragraph 17.8(B) of this Section, the ESP shall receive a four percent (4%) increase over the ESP's prior year's creditable earnings for the first year of the four-year notice period, a four percent (4%) increase over the ESP's prior year's creditable earnings for the second year of the four- year notice period, and a four percent (4%) increase over the ESP's prior year's creditable earnings for the third year of the four-year notice period, and a four percent (4%) increase over the ESP's prior year's creditable earnings for the final year of the four- year notice period.
2. The increase will begin in the school year following that in which the ESP submits their required notice of retirement. The retirement compensation shall be in lieu of any other step or lane movement, extra duty positions, stipends, or any other services paid under this Agreement or by the District (i.e., the retiring ESP is deemed to be off- schedule). The ESP further understands and acknowledges that they will not receive any other compensation for any additional activities or services on behalf of the District during the years in which the ESP is receiving the percent increase(s) described in Paragraph 17.8(C)(1) under the District Retirement Incentive. If an ESP has an extra duty or other stipend assignment at the commencement of the retirement compensation period and ceases to perform those services during this period, the calculation of the ESP's percent increase(s) described in Paragraph 17.8(C)(1) shall be reduced by the amount of the extra services compensation.
 3. The ESP understands and agrees that, in any year during the time period in which the retirement compensation is provided under this Retirement Incentive , the ESP will in no event receive an increase in total creditable earnings which exceeds the IMRF cap on end-of-career earnings.

Article XVIII - SICK LEAVE

Licensed Staff and Support Staff:

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

1-4 Years	5 - 9 Years	10 - 23 Years	24+ Years
10 Days	12 Days	13 Days	14 Days

There is no limit to the number of sick days that an employee can accumulate.
Part-time employees shall receive pro-rated sick leave benefits.

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

Article XIX - SICK LEAVE BANK

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

The following are established guidelines:

- A. The staff member will request in writing a disposition of days to the Superintendent. The request shall include the following: 1) Statement of illness; 2) Length of illness to the best of their ability; 3) Approximate date the staff member will return to work; and 4) Amount of days requested. The request cannot exceed ten (10) days and no employee may be granted more than ten (10) days per year. Unused days will be returned to the sick leave bank.
- B. Upon receipt of this request, the Superintendent and the President(s) of HEA will meet to collaborate and make a final determination.
- C. Consideration of such requests will be granted only to staff members who have exhausted their total accumulation of sick leave, personal days, and vacation days.
- D. Any request for such days must be in accordance with the provisions as stated in the State Code.

Article XX - PERSONAL BUSINESS

Full-time employees may be granted two (2) days per year for personal business. The intent of personal business leave is to provide added protection for the employee in that they would not suffer salary loss conducting necessary personal affairs, the time and occurrence of which are not within their control and require their attention and necessitate their absence from work. Part-time employees will receive prorated personal business days. Allotment will be rounded to the nearest half day. Such days may accumulate to five (5) days. Unused amounts of accumulated days in excess of the five (5) days will accumulate as sick leave days. At no time may an employee use more than 4 consecutive days unless approved by the Superintendent or designee.

A written request to consecutively use either three or four personal days must be made to the Superintendent or designee at least two days prior. In case of an immediate emergency, the two day period may be waived if approved by the Superintendent or designee.

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

Article XXI - RELIGIOUS HOLIDAYS

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

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

Article XXII - BEREAVEMENT

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

Such leave shall not exceed three working days unless extended at the discretion of the Superintendent.

Article XXIII - LEAVE OF ABSENCE

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

23.1 Qualifying for a Leave:

Full-time tenured licensed staff or full-time support staff with four (4) years or more of service in the District may qualify for a leave of absence as per the provisions outlined in this section. The leave may be for such a period of time and for such reasons as the Board may approve. Generally, the leave granted will be for a period not to exceed the employee's work year and in increments of no less than one year, except that the Board may grant a leave for the remainder of a work year when requested during the course of that work year. An agreement covering the terms of the leave of absence will be executed and will contain such terms and undertaking by the employee as the Board deems appropriate in the circumstances. Leave of absence may be for reasons of health, professional studies, professional duties or service to boards, committees and policy making bodies contributing to the field of education, or other reasons deemed sufficient by the Board. Requests for a leave of absence are to be made in writing to Human Resources and must include the purpose for and the beginning and ending dates of the leave.

23.2 Nullification of the Leave:

Acceptance of full-time employment elsewhere during the term of the leave of absence automatically cancels the leave, acts as an immediate resignation of the employee from employment by the Board and terminates tenure status unless the Board and the employee mutually agree upon such employment in writing in advance.

23.3 Compensation During a Leave:

An employee who is on leave of absence for a full school year does not advance on the salary schedule for that year and does not acquire a year of service for that year. An employee who actually works for one-hundred and twenty (120) days during a year that they take a leave of absence under this Article shall be entitled to advancement on the compensation schedule for that school year as if the leave had not been granted. For purposes of this section, days of paid leave shall not count toward the required one-hundred and twenty (120) days of work.

No compensation is paid to the employee while on leave of absence, and sick leave is not available to be utilized while on leave of absence. The employee on leave of absence retains any unused accumulated sick leave, usable upon return to regular employment, but does not earn additional leave until the employee returns to service.

23.4 Insurance/Health Benefits During a Leave:

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

23.5 Terminating a Leave:

An employee who is granted a leave of absence which is to terminate with the beginning of a school term must notify the Superintendent in writing by February 1st preceding the scheduled return date whether the employee intends to return to employment in the district for the following school term. Failure to notify the Superintendent and Board by February 1st will constitute an automatic resignation resulting in termination of all tenure rights and/or other rights to continued employment without any further action being required of the Board to effectuate such termination. .

23.6 Failure to Return Following a Leave:

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

23.7 Parental Leave of Absence

A tenured licensed staff member shall be eligible for maternity/child rearing/paternity/adoption leave without pay. The approximate beginning and ending dates shall be mutually determined by the Superintendent and the employee prior to the request being presented to the Board for approval with primary consideration given to maintaining the continuity of student instruction to the maximum extent possible.

The leave shall not exceed the balance of the school year in which it commences. However, if the licensed staff member submits a written request for an extension by February 15, the Board may elect to grant an extension of the leave for up to one additional school year.

A. In instances of the licensed staff member's (or licensed staff member's spouse's) pregnancy, the licensed staff member shall advise the Superintendent or designee of the fact of pregnancy no later than the end of the sixth (6th) month of pregnancy. Application for such leave shall be made in writing to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.

B. In the case of adoption, the licensed staff member shall advise the Superintendent or designee as soon as practicable of the anticipated date of placement of the child with the adoptive parent(s), or placement of the child in the licensed staff member's home. If possible, application for such leave shall be made in writing at least ninety (90) days prior to the anticipated placement of an adopted child, or as soon thereafter as the anticipated placement date is known.

Subject to the terms of the applicable group policies, the licensed staff member may maintain insurance benefits during the leave by making timely payments of the full cost of all premiums which may be due to the District, or as otherwise directed by the District Office. The board will not make any contributions toward these premiums. A licensed staff member who does not apply for, or who is not eligible for, leave pursuant to this Article may use accumulated paid sick or personal leave for the purposes, and to the extent permitted by the Illinois School Code.

A licensed staff member on an approved leave of absence pursuant to this Article may return to employment prior to the conclusion for the leave if such early return is approved in writing by the Superintendent. Licensed staff members may take leave subject to the provisions of the Family Medical Leave Act (FMLA).

Article XXIV - JOB SHARING LEAVE

24.1 Purpose:

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

It shall be the responsibility of each job-sharing applicant to inform their immediate supervisor of his or her intent to apply. Participants in job-sharing positions shall submit an application and proposed plan for a Job Sharing Leave to the Superintendent by February 1 of the year preceding the school year for which the leave is requested. The job-sharing plan shall include but not be limited to, schedule of work hours, and/or days, attendance at staff meetings, in-service days, and other job responsibilities. The Board upon the recommendation of the Superintendent, shall determine final approval of the job sharing leave. If denied the opportunity to job share, the employees and the Association President(s) will be provided a written reason for the denial.

24.2 Salary Credit Allowable:

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

24.3 Length of Leave:

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

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

24.4 Seniority:

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

24.5 Insurance and Leave Benefits Availability:

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

24.6 Return from Job-Sharing Leave:

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

Article XXV - FAMILY AND MEDICAL LEAVE

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

The employer agrees that it will extend FMLA benefits and protections to all employees in the bargaining unit, regardless of whether they meet eligibility requirements in the FMLA.

Article XXVI - VACATIONS FOR 12-MONTH EMPLOYEES

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

- A. In the first year of employment, the employee will receive 3 days of vacation at the time of hire. After 90 days of employment an additional seven days will be provided.
- B. Two (2) weeks vacation after one (1) full year of employment available on July 1st of the second year.

- C. Three (3) weeks vacation after five (5) full years of employment available on July 1st of the sixth year.
 - D. Four (4) week vacation after ten (10) years of employment available on July 1st of the eleventh year to be taken in increments of no more than two (2) weeks at a time unless authorized by the immediate supervisor and the superintendent or their designee.
- 26.2 Vacation days must be taken from July 1 to December 31 of the following year (18 months). There is no carry over or compensation for unused vacation.
- 26.3 The immediate supervisor, building principal, and the superintendent or designee, must approve vacation days.
- 26.4 An employee who transfers from a less than twelve month ESP position to a twelve month position shall receive pro-rata credit on the graduated vacation schedule for prior years' experience in the District in a less than twelve month position. The formula shall be as follows:
- (Contracted weeks per year X years of service) divide / 52 weeks = Equivalent who (truncated) years of service on vacation schedule.
- 26.5 Current employees having previously transferred from a less than twelve month ESP position to a twelve month position shall also receive pro-rata credit on the graduated vacation schedule for prior years' experience in the District in a less than twelve month position.

Article XXVII - SENIORITY, CLASSIFICATIONS, VACANCIES, ASSIGNMENTS AND TRANSFERS FOR SUPPORT STAFF

- 27.1 Seniority:
- A. Seniority shall be defined as the length of service within their classification in the district. Accumulation of seniority shall begin from the employee's first workday. Employees transferring between classifications shall count their total seniority following satisfactory completion of the required ninety (90) day probationary period.
 - B. Part-time employees shall accrue seniority from their hire date on a prorated basis.
 - C. Ties in Seniority – In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by drawing lots.
 - D. Probationary Employees shall have no seniority until the completion of the ninety (90) day probationary period at which time their seniority shall revert to their first day of work.
 - E. Loss of Seniority – An employee will lose seniority in the following instances:
 1. Resignation
 2. Dismissal for cause
 3. Retirement
 4. Being reduction in force for a period of one year
 5. Employment in a position outside the bargaining unit

F. Maintaining and Posting of Seniority Lists

1. The Board shall prepare, maintain and post the seniority list. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district within thirty (30) work days after the effective date of this Agreement with revisions and updates prepared and posted by February 1st annually thereafter.
2. A copy of the seniority list and subsequent revisions shall be furnished to the Association President(s). Any employee disagreeing with their seniority placement shall respond, in writing, to the Superintendent and the Association President(s) within thirty (30) work-days after the effective date of the posting. Said disagreements will be acknowledged and/or corrected within thirty (30) work days of written notice.

27.2 Classification Within the Bargaining Unit:

For the purpose of this Agreement, all employees shall be placed in one of the following classifications based on their assignment:

1. Secretaries
2. Clerical
3. Nurses
4. Assistants
5. Custodial
6. Maintenance

27.3 Vacancies:

A vacancy shall be defined as a newly created position within the bargaining unit, an unfilled position or a position that has become available in the district due to an employee's departure.

Posting and Filling of Vacancies: Whenever there is a new or vacant position, such positions shall be emailed to all District employees. An employee desiring to apply for such a job shall make their application through the district's online application process within five (5) days of the sent date of the e-mail. The employee shall be granted an interview or a substantive written response to their application.

27.4 Employee Notification of Assignments

An employee will be given written notice of assignments for the forthcoming year two (2) weeks prior to the last day of school. In the event of a change in assignment the employee will be notified promptly.

If an employee is required to travel between two (2) schools, the traveling employee's schedule will be prepared to provide adequate time for travel between schools not inclusive of breaks or lunch.

Employees required to travel between sites will be compensated for mileage at the rate set by the Internal Revenue Service (IRS) and communicated to the employees by the District.

27.5 Transfers

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

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

Involuntary transfers shall be defined as those transfers made by the administration without the consent of the employee. When it is necessary to involuntarily transfer an employee, employees are first transferred in accordance with student needs. Volunteers are then sought. If there are no volunteers, the employee with the least seniority at the affected building (based upon District experience and qualifications) will be notified of an involuntary transfer to a different position. Involuntary transfers shall not be made for arbitrary or capricious reasons and the employee shall not receive any reduction in pay or hours. The Superintendent or designee will provide a rationale regarding all involuntary transfers to the Association.

27.6 Transfer for Medical Reasons

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

27.7 Probationary Assignments

Existing employees who are transferred to a new classification will have a probationary period of forty-five (45) working days beginning with the first (1st) day of work. Such employees will retain their accrued benefits. Prior to the District terminating an employee during the probationary period, the District will consider the employee for any openings that may exist at the time in the employee's former classification.

During the probationary period employees will be covered and permitted to use the grievance and arbitration procedure concerning only the salary, sick leave and insurance provisions of this Agreement.

Article XXVIII - REDUCTION IN FORCE (RIF) FOR EDUCATIONAL SUPPORT PERSONNEL (ESP)

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

28.1 Procedure for Reduction in Force:

- A. No employee shall be displaced pursuant to a reduction in the work force unless said employees have been notified of said reduction in force at least forty-five (45) days prior to the employees last day of work. In the event of a reduction in workforce, the employee with the shorter length of service in the District, within the prospective classification, shall be dismissed first.
- B. In the event of a reduction in force in a specific classification, the affected employee may replace a less senior employee in another classification provided they have the necessary qualifications for the position and shall have a new forty-five (45) business day probationary period.
- C. In no case shall a new employee be employed by the employer while there are employees affected by a reduction in force who qualify for a vacant or newly created position. Employees whose positions have been eliminated due to reduction in workforce shall have the right to assume a

position, regardless of classification, for which they are qualified, which is held by a less senior employee.

28.2 Reduction in Work Hours:

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

28.3 Reduction in Force Employees/Substitution:

A. A reduction in force employee shall, upon application and at their option, be granted priority status on the substitute list according to their seniority.

B. Insurance Benefits – Reduction in force employees may continue their health, dental and life insurance benefits through COBRA by paying the regular monthly per subscriber group rate premium.

C. Recall Rights and Procedures – Reduction in force employees shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. An employee who has served more than thirty (30) working days in a classification shall be deemed qualified for any position in that classification. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall shall state the time and date on which the employee is to report back to work.

28.4 Employee's Obligation to Respond to Recall:

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

B. The employer may fill the position on a temporary basis until the recalled employee can report for work providing the employee reports within the fifteen (15) day period. Employees recalled to full-time work for which they are qualified are obligated to take said work.

C. An employee who declines recall to full-time work for which they are qualified shall forfeit their seniority rights.

Article XXIX - VACANCIES, TRANSFERS, PROMOTIONS, CHANGE OF ASSIGNMENT FOR LICENSED STAFF MEMBERS

29.1 Vacancies shall be defined as any licensed position, one-half time or more, which has become available in the district due to licensed staff member departure or a newly created position.

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

- 29.2 It is not the intent of this article to infringe upon the administration's right to make reassignments and transfers. If such reassignments/transfers ultimately create a vacant position, it will be considered a vacancy for this purpose.
- A. A reassignment is defined as an administrative transfer of a licensed staff member to a new position within the district.
 - B. A transfer is defined as a voluntarily requested change of position by a licensed staff member, which is granted by the administration.
- 29.3 Qualified District 73 licensed staff members who wish to apply for vacancies within the bargaining unit will be granted an interview or a substantive written response to their application.

Article XXX - LICENSED STAFF MEMBER REDUCTION IN FORCE POLICY (RIF)

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

Any licensed staff member subject to a RIF who is subsequently recalled to fill a vacancy (in accordance with 105 ILCS 5/24-12) who declines to accept an offer to fill a vacancy waives any future rights to recall.

Article XXXI - GRIEVANCE PROCEDURE

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

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

STEP #1: The grievance is to be communicated in oral or written form by the staff member or the Association representative to the Supervisor who will attempt to adjust the concern. The Supervisor will respond within ten (10) working days, in written form if requested, to the staff member or Association representative.

STEP #2: If the concern is not satisfactorily adjudicated, then a meeting shall be arranged between the Superintendent, the Supervisor, and the aggrieved and/or the Association representative to arrive at a mutual agreement within ten (10) working days.

STEP #3: If an agreement cannot be reached at Step #2, the Association Grievance Committee will present the grievance in writing to the Board or a committee appointed by the Board within ten (10) school days. The Board shall act to review the grievance and meet with the Association Grievance Committee within twenty (20) working days of the presentation of the grievance at this step. The Board will then have fifteen (15) working days to provide a written answer to the grievance and the Association.

STEP #4: If the grievance has not been resolved at Step #3, or if no decision has been provided by the Board as required in Step #3, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step #3 answer, the grievance shall be considered withdrawn.

The following rules will govern the grievance and arbitration procedures:

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

Article XXXII - Licensed Staff Evaluation Program

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

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

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

Article XXXIII - EDUCATION SUPPORT PERSONNEL (ESP) SELECTION AND EVALUATION

33.1 Equal Opportunity Employment:

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

33.2 Selection of Personnel:

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

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

33.3 Evaluation:

The HEA and the Board will maintain a committee for the promulgation and maintenance of an evaluation instrument and process for support staff (Appendix F). The committee will be composed of equal representation of administration and support personnel. The committee will make recommendations for Board consideration. Meetings will be held periodically or upon request of either party.

Article XXXIV - COMPENSATION

34.1 Licensed Staff:

The compensation schedule found in Appendix A reflects the correlated salaries for the 2020-2025 school years. Steps do not equate to years of experience.

For HEA members for whom years of creditable experience do not equate to step, per the work of the Creditable Years Experience Committee, these individuals will receive an additional step for each year they are behind up to a maximum of 5 years. The implementation shall be graduated, addressing those with the greatest discrepancy (-5) beginning in 2020-2021. Individuals that may leave the district during the term of the contract shall not be entitled to any additional steps or compensation.

Number of Individuals With Additional Steps Per Contract

School Year	Differential	Year 1	Year 2	Year 3	Year 4	Year 5
2020-2021	5 steps behind	18	18	18	18	18
2021-2022	4 steps behind		20	20	20	20
2022-2023	3 steps behind			27	27	27
2023-2024	2 steps behind				26	26
2024-20205	1 step behind					63
Total number of individuals with additional steps		18	38	65	91	154

34.2 In the first year of the contract (2020-2021), if any member is in the BA-0 step between 14 to 28 in the BA-16 step 23-28, then that member will receive a 1% longevity for 2020-2021 and 2021-2022 school year.

34.3 Educational Support Staff:

The compensation schedules found in Appendix B reflect the correlated salaries for the 2020-2025 school years. Steps do not equate to years of experience

34.4 Recruitment of Licensed Staff

A. Each licensed staff will be hired according to the salary schedule, depending on educational qualifications and years of experience.

B. A maximum of nine (9) years prior teaching experience which requires a valid license will be allowed upon entering the District. Prior teaching experience will include teaching in private, parochial and public schools from early childhood and beyond.

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

D. Steps do not equate to years of experience.

34.5 Recruitment of Educational Support Staff

A. Each ESP will be hired according to the salary schedule, depending on educational qualifications and years of experience.

B. A maximum of nine (9) years prior experience will be allowed upon entering the District.

C. Steps do not equate to years of experience.

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

A. Sport: a competition recognized by the Suburban Middle School Conference and including cheerleading or poms.

B. Club: a student group that meets regularly to share a common purpose.

C. Activity: an event that occurs a minimum of once per year.

Coaching positions may be added as required by conference/ IESA Rules/Regulations. Supervisory and/or coaching positions may be added if the number of participants is over 30 students per one adult.

The stipend for the Athletic Directors will include one period per day dedicated to responsibilities related to the Athletic Director role. This will allow time to complete paperwork, answer emails, speak with students and staff about grades, complete scheduling and transportation tasks, etc. It is important to be able to do work at school while licensed staff are still around for communication purposes.

34.7 Purpose of the Stipend Committee:

An administrator will serve as the chairperson of the committee coordinating meeting dates and agenda.

The joint Stipend Committee will meet at least twice per year in order to:

1. Recommend the Superintendent or designee (not on stipend committee) accept a valuable extracurricular club, activity or sport that will benefit students and aligns with the district's vision,
2. Review Individual positions and stipends, and
3. Update and maintain the stipends.

34.8 Procedure for Approval of New Stipends:

The member initiating a new stipend shall fill out the stipend proposal form found on the district website and submit it to their building principal. If approved, the principal shall submit it to the Superintendent for initial approval. Proposals for new stipends will be reviewed by the whole Stipend Committee. If approved the Stipend Committee will submit the proposal to the Superintendent for final approval.

34.9 Stipend Selection and Evaluation:

An open position will occur when a coach or sponsor leaves the district, resigns from their position, or receives an unsatisfactory evaluation. Qualified employees of the district will have the first opportunity to fill the open positions. Employees will be selected by the building principal for clubs or activities, or by the athletic directors for sports. The Human Resources Department will ensure sponsors and coaches are annually evaluated by either the building administration or the athletic director at the conclusion of their sport, club, or activity. The District Stipend Evaluation Form found in the District Coaches Handbook will be used to evaluate them.

- A. If no one from within the district applies for the position, an outside qualified hire may be hired.
- B. No one shall be hired without first submitting to the district's procedural background check.
- C. Non-employees hired for a stipend position or volunteering to assist for a stipend position, shall not displace employees from paid extra-curricular opportunities.

34.10 Accountability While All Stipends are in Progress

A. Activity Evaluation

B. Attendance Log

Please note, conference sanctioned groups/teams will be monitored by the athletic director.

34.11 Increases in Stipends:

Stipends for the 2020-2025 school year shall be paid out as outlined in Appendix C. For the 2020-2021 school year, the current stipend budget will increase by 2%. This does not include pay increases for individual staff receiving stipends. Beginning in the 2021-22 school year, the rate of pay for stipends shall increase by 1% each school year for the length of the contract. Open positions will be posted in all buildings. Any employee may apply for any open positions.

34.12 Call-Back Work for Maintenance and Custodial Staff:

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

34.13 Summer School for Support Staff:

Support Staff, not to include custodial or maintenance staff, who work summer school shall work four (4) hour days. Support Staff from within the district who work summer school shall receive the hourly rate for the next school year. Support Staff hired from outside the district start at Step 1 of the next year's schedule.

34.14 Overtime Pay for Support Staff:

For hourly staff members, any hours worked over forty (40) hour work week will be paid at time and a half of their regular position pay rate. If agreed to by the employee and the employee's immediate supervisor, compensatory time will be granted in lieu of paid overtime. All compensatory time must be used within thirty (30) calendar days from the date that it is earned.

For the purposes of calculating overtime; bereavement, jury duty, personal, and vacation time (up to a maximum of two days within a given workweek) shall be used in the calculation of a 40 hour work week.

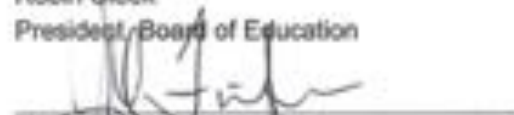
If an employee works a work day, which is a paid holiday, the employee will receive one and one-half (1.5) times their regular rate of pay plus their regular pay for that day or portion thereof when it is a part of their forty (40) hour work week.

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

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



Robin Cleek
President, Board of Education



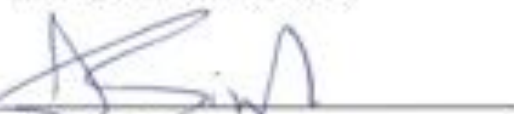
Joel Firfer
Board of Education



Pete Hannigan
Superintendent



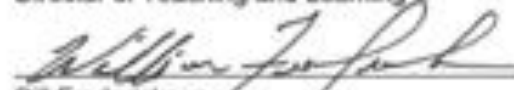
Adam Palmer
Director of Human Resources



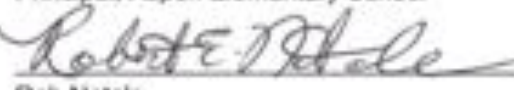
Abe Singh
Director of Finance and Business Operations



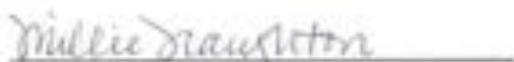
Allison Stein
Director of Teaching and Learning



Bill Frederickson
Principal, Aspen Elementary School



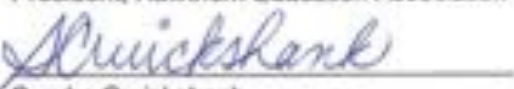
Rob Natale
Principal, Middle School South



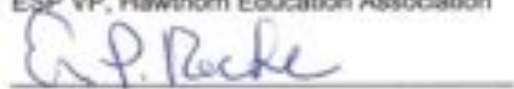
Millie Naughton
President, Hawthorn Education Association



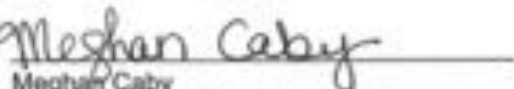
Lupe Roznowski
President, Hawthorn Education Association



Sandra Cruickshank
ESP VP, Hawthorn Education Association



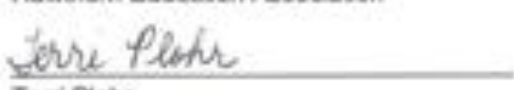
Erin Roche
Membership/Treasurer, Hawthorn Education Association



Meghan Caby
Hawthorn Education Association



Lisa Lasko
Hawthorn Education Association



Terri Plohr
Hawthorn Education Association



Connie Wroblewski
Hawthorn Education Association

Appendix A

Licensed Staff Salary Matrix

STEP	BA-0	BA-16	MA-0	MA-16	MA-32
1					
2	\$43,196.00	\$44,824.00	\$46,263.00	\$48,138.00	\$52,968.00
3	\$44,059.00	\$45,720.00	\$47,855.00	\$49,794.00	\$54,896.00
4	\$44,941.00	\$46,634.00	\$49,194.00	\$51,188.00	\$56,542.00
5	\$45,839.00	\$47,567.00	\$50,571.00	\$52,621.00	\$58,239.00
6	\$46,756.00	\$48,518.00	\$51,987.00	\$54,094.00	\$59,986.00
7	\$47,691.00	\$49,489.00	\$53,443.00	\$55,609.00	\$61,786.00
8	\$48,645.00	\$50,479.00	\$54,939.00	\$57,167.00	\$63,639.00
9	\$49,618.00	\$51,488.00	\$56,478.00	\$58,767.00	\$65,548.00
10	\$50,610.00	\$52,518.00	\$58,059.00	\$60,413.00	\$67,514.00
11	\$51,623.00	\$53,568.00	\$59,685.00	\$62,104.00	\$69,540.00
12	\$52,655.00	\$54,640.00	\$61,356.00	\$63,843.00	\$71,627.00
13	\$53,708.00	\$55,732.00	\$63,074.00	\$65,631.00	\$73,775.00
14	\$53,708.00	\$56,847.00	\$64,840.00	\$67,469.00	\$75,988.00
15	\$53,708.00	\$57,984.00	\$66,656.00	\$69,358.00	\$78,268.00
16	\$53,708.00	\$59,144.00	\$68,522.00	\$71,299.00	\$80,616.00
17	\$53,708.00	\$60,327.00	\$70,441.00	\$73,296.00	\$83,035.00
18	\$53,708.00	\$61,533.00	\$72,413.00	\$75,348.00	\$85,526.00
19	\$53,708.00	\$62,764.00	\$74,440.00	\$77,458.00	\$88,092.00
20	\$53,708.00	\$64,019.00	\$76,525.00	\$79,627.00	\$90,734.00
21	\$53,708.00	\$65,299.00	\$78,668.00	\$81,856.00	\$93,456.00
22	\$53,708.00	\$66,605.00	\$80,870.00	\$84,148.00	\$96,260.00
23	\$53,708.00	\$66,605.00	\$83,135.00	\$86,504.00	\$99,148.00
24	\$53,708.00	\$66,605.00	\$85,463.00	\$88,926.00	\$102,122.00
25	\$53,708.00	\$66,605.00	\$87,855.00	\$91,417.00	\$105,186.00
26	\$53,708.00	\$66,605.00	\$90,315.00	\$93,976.00	\$108,342.00
27	\$53,708.00	\$66,605.00	\$92,844.00	\$96,607.00	\$111,592.00
28	\$53,708.00	\$66,605.00	\$95,444.00	\$99,312.00	\$114,940.00

Appendix B

Educational Support Personnel Salary Matrix

2020-21 ESP Schedule											
Steps	Inst. Asst.	Office Clerk	Custodian	Library M F	Main A	Main G	Main S T	Nurse	Principal Secretary	Student Secretary	Health Clerk Asst.
1	15.72	12.93	13.98	18.80	17.81	21.88	25.93	25.15	16.84	13.15	15.00
2	16.04	13.19	14.26	19.17	18.17	22.32	26.44	25.65	17.18	13.41	15.30
3	16.36	13.45	14.55	19.55	18.53	22.76	26.97	26.17	17.53	13.68	15.61
4	16.64	13.69	14.80	19.89	18.85	23.16	27.44	26.62	17.83	13.91	15.92
5	16.89	13.89	15.02	20.19	19.14	23.49	27.84	27.01	18.09	14.12	16.24
6	17.14	14.10	15.24	20.49	19.42	23.84	28.25	27.41	18.36	14.34	16.56
7	17.38	14.30	15.46	20.79	19.71	24.19	28.67	27.81	18.63	14.54	16.89
8	17.73	14.59	15.77	21.19	20.09	24.66	29.22	28.34	18.99	14.82	17.23
9	18.06	14.88	16.06	21.61	20.48	25.14	29.78	28.89	19.35	15.11	17.57
10	18.42	15.17	16.39	22.03	20.88	25.62	30.36	29.44	19.73	15.39	17.93
11	18.80	15.46	16.71	22.03	21.28	25.62	30.36	29.45	20.13	15.71	18.28
12	19.16	15.78	17.04	22.46	21.30	26.13	30.96	30.03	20.53	16.02	18.65
13	19.54	16.10	17.37	22.92	21.73	26.65	31.58	30.62	20.93	16.34	19.02
14	19.95	16.41	17.73	23.38	22.16	27.18	32.22	31.24	21.36	16.67	19.40
15	20.34	16.74	18.10	23.85	22.59	27.74	32.86	31.86	21.36	16.99	19.79
16	20.75	17.08	18.45	24.32	23.05	28.28	33.51	32.51	21.79	17.34	20.19
17	21.16	17.43	18.82	24.81	23.51	28.84	34.18	33.16	22.24	17.69	20.59
18	21.16	17.76	19.20	25.32	23.97	29.43	34.86	33.82	22.67	18.04	21.00
19	21.60	18.12	19.59	25.81	24.45	30.02	35.57	34.50	23.14	18.40	21.42
20	22.02	18.49	19.97	26.34	24.95	30.62	36.27	35.18	23.59	18.77	21.85
21	22.45	18.85	20.38	26.86	25.46	31.22	36.99	35.89	24.06	19.15	22.29
22	22.91	19.23	20.77	27.39	25.97	31.86	37.73	36.61	24.55	19.52	22.73
23	23.36	19.62	21.19	27.95	26.49	32.50	38.50	37.34	25.05	19.92	23.19
24	23.83	20.01	21.19	28.50	27.01	33.15	39.26	38.09	25.52	20.31	23.65
25	24.31	20.41	21.63	29.07	27.54	33.81	40.04	38.85	26.04	20.72	24.13

A 2% longevity increase will be applied for ESPs who are off-schedule

Appendix B (page 2)

Educational Support Personnel Salary Matrix

2021-22 ESP Schedule											
Steps	Inst. Asst.	Office Clerk	Custodian	Library M F	Main A	Main G	Main S T	Nurse	Principal Secretary	Student Secretary	Health Clerk Asst.
1	15.88	13.06	14.12	18.98	17.99	22.10	26.18	25.40	17.01	13.28	15.15
2	16.20	13.32	14.41	19.36	18.35	22.54	26.71	25.91	17.35	13.54	15.45
3	16.52	13.59	14.69	19.75	18.72	22.99	27.24	26.43	17.70	13.81	15.76
4	16.80	13.82	14.95	20.09	19.04	23.39	27.71	26.88	18.01	14.05	16.08
5	17.06	14.03	15.17	20.40	19.33	23.73	28.12	27.28	18.27	14.26	16.40
6	17.31	14.24	15.40	20.69	19.61	24.08	28.53	27.68	18.54	14.48	16.73
7	17.56	14.45	15.61	21.00	19.91	24.44	28.96	28.08	18.81	14.69	17.06
8	17.91	14.74	15.93	21.40	20.29	24.91	29.51	28.62	19.18	14.97	17.40
9	18.25	15.02	16.23	21.83	20.68	25.39	30.08	29.18	19.54	15.26	17.75
10	18.61	15.32	16.55	22.25	21.08	25.88	30.66	29.73	19.93	15.55	18.11
11	18.99	15.61	16.88	22.47	21.49	26.13	30.97	30.03	20.33	15.87	18.47
12	19.35	15.94	17.21	22.69	21.72	26.39	31.27	30.33	20.73	16.18	18.84
13	19.73	16.26	17.55	23.15	21.95	26.92	31.89	30.92	21.14	16.50	19.21
14	20.15	16.57	17.91	23.62	22.38	27.45	32.54	31.56	21.58	16.84	19.60
15	20.54	16.90	18.28	24.09	22.82	28.02	33.19	32.18	21.79	17.16	19.99
16	20.95	17.25	18.64	24.57	23.28	28.56	33.85	32.83	22.01	17.51	20.39
17	21.37	17.60	19.01	25.06	23.75	29.13	34.53	33.49	22.46	17.86	20.80
18	21.59	17.94	19.39	25.57	24.21	29.72	35.21	34.15	22.90	18.22	21.21
19	21.82	18.30	19.79	26.06	24.70	30.32	35.92	34.84	23.37	18.58	21.64
20	22.24	18.67	20.17	26.60	25.20	30.92	36.63	35.53	23.83	18.96	22.07
21	22.68	19.04	20.58	27.13	25.71	31.53	37.36	36.25	24.31	19.34	22.51
22	23.14	19.42	20.98	27.67	26.23	32.18	38.11	36.97	24.80	19.72	22.96
23	23.60	19.82	21.40	28.23	26.75	32.82	38.88	37.71	25.30	20.12	23.42
24	24.07	20.21	21.62	28.78	27.28	33.48	39.66	38.47	25.78	20.52	23.89
25	24.56	20.61	21.85	29.36	27.81	34.14	40.44	39.24	26.30	20.93	24.37

A 2% longevity increase will be applied for ESPs who are off-schedule

Appendix B (page 3)

Educational Support Personnel Salary Matrix

2022-23 ESP Schedule											
Steps	Inst. Asst.	Office Clerk	Custodian	Library M F	Main A	Main G	Main S T	Nurse	Principal Secretary	Student Secretary	Health Clerk Asst.
1	16.04	13.19	14.27	19.17	18.17	22.32	26.45	25.65	17.18	13.41	15.30
2	16.36	13.46	14.55	19.56	18.54	22.77	26.98	26.17	17.53	13.68	15.61
3	16.68	13.73	14.84	19.95	18.91	23.22	27.52	26.69	17.88	13.95	15.92
4	16.97	13.96	15.10	20.29	19.23	23.62	27.99	27.15	18.19	14.19	16.24
5	17.23	14.17	15.32	20.60	19.52	23.96	28.40	27.55	18.45	14.40	16.56
6	17.48	14.38	15.55	20.90	19.81	24.32	28.82	27.96	18.73	14.62	16.89
7	17.73	14.59	15.77	21.21	20.10	24.68	29.25	28.36	19.00	14.83	17.23
8	18.09	14.89	16.09	21.62	20.49	25.16	29.81	28.90	19.38	15.12	17.58
9	18.43	15.17	16.39	22.05	20.89	25.64	30.38	29.47	19.74	15.42	17.93
10	18.79	15.47	16.72	22.48	21.30	26.14	30.97	30.03	20.13	15.70	18.29
11	19.18	15.77	17.05	22.70	21.70	26.40	31.28	30.33	20.53	16.02	18.65
12	19.54	16.10	17.38	22.92	21.93	26.65	31.58	30.64	20.94	16.34	19.03
13	19.93	16.42	17.72	23.38	22.17	27.18	32.21	31.23	21.35	16.66	19.41
14	20.35	16.74	18.09	23.85	22.61	27.72	32.86	31.87	21.79	17.01	19.79
15	20.74	17.07	18.46	24.33	23.05	28.30	33.53	32.50	22.01	17.34	20.19
16	21.16	17.42	18.82	24.81	23.51	28.85	34.19	33.16	22.23	17.69	20.59
17	21.58	17.78	19.20	25.31	23.99	29.42	34.87	33.82	22.68	18.04	21.01
18	21.81	18.12	19.59	25.83	24.45	30.02	35.57	34.50	23.13	18.41	21.43
19	22.03	18.48	19.98	26.32	24.95	30.62	36.28	35.19	23.60	18.77	21.85
20	22.46	18.86	20.37	26.86	25.45	31.23	37.00	35.89	24.06	19.14	22.29
21	22.91	19.23	20.79	27.40	25.97	31.85	37.74	36.61	24.55	19.53	22.74
22	23.37	19.62	21.18	27.95	26.49	32.50	38.49	37.34	25.04	19.92	23.19
23	23.83	20.02	21.62	28.51	27.02	33.15	39.27	38.09	25.55	20.32	23.66
24	24.31	20.41	21.84	29.07	27.55	33.81	40.05	38.85	26.04	20.72	24.13
25	24.80	20.82	22.07	29.65	28.09	34.48	40.85	39.63	26.57	21.14	24.61

A 2% longevity increase will be applied for ESPs who are off-schedule

Appendix B (page 4)

Educational Support Personnel Salary Matrix

2023-24 ESP Schedule											
Steps	Inst. Asst.	Office Clerk	Custodian	Library M F	Main A	Main G	Main S T	Nurse	Principal Secretary	Student Secretary	Health Clerk Asst.
1	16.20	13.32	14.41	19.37	18.35	22.54	26.71	25.91	17.35	13.55	15.45
2	16.52	13.59	14.70	19.75	18.72	22.99	27.25	26.43	17.70	13.82	15.76
3	16.85	13.86	14.99	20.15	19.10	23.45	27.79	26.96	18.06	14.09	16.08
4	17.14	14.10	15.25	20.49	19.43	23.86	28.27	27.42	18.37	14.34	16.40
5	17.40	14.31	15.47	20.81	19.71	24.20	28.68	27.82	18.63	14.55	16.73
6	17.65	14.52	15.71	21.11	20.00	24.56	29.10	28.24	18.91	14.77	17.06
7	17.91	14.74	15.93	21.42	20.31	24.93	29.54	28.65	19.19	14.98	17.40
8	18.27	15.04	16.25	21.83	20.70	25.41	30.11	29.19	19.57	15.27	17.75
9	18.61	15.33	16.55	22.27	21.10	25.90	30.69	29.76	19.94	15.57	18.11
10	18.98	15.63	16.89	22.70	21.51	26.40	31.28	30.33	20.33	15.86	18.47
11	19.37	15.93	17.22	22.92	21.92	26.66	31.59	30.64	20.74	16.18	18.84
12	19.74	16.26	17.55	23.15	22.15	26.92	31.90	30.94	21.15	16.51	19.22
13	20.13	16.59	17.90	23.61	22.39	27.46	32.54	31.54	21.56	16.83	19.60
14	20.55	16.91	18.27	24.09	22.83	28.00	33.19	32.19	22.01	17.18	19.99
15	20.95	17.24	18.65	24.57	23.28	28.58	33.86	32.82	22.23	17.51	20.39
16	21.37	17.60	19.01	25.06	23.75	29.14	34.53	33.49	22.45	17.87	20.80
17	21.80	17.96	19.39	25.56	24.23	29.72	35.22	34.16	22.91	18.22	21.22
18	22.03	18.30	19.78	26.09	24.69	30.32	35.92	34.84	23.36	18.59	21.64
19	22.25	18.67	20.18	26.59	25.19	30.93	36.65	35.54	23.84	18.96	22.07
20	22.69	19.05	20.57	27.13	25.71	31.54	37.37	36.24	24.30	19.34	22.51
21	23.13	19.43	21.00	27.68	26.23	32.17	38.12	36.98	24.79	19.73	22.96
22	23.60	19.82	21.40	28.22	26.75	32.82	38.87	37.71	25.30	20.12	23.42
23	24.07	20.22	21.83	28.79	27.29	33.48	39.66	38.47	25.81	20.53	23.89
24	24.55	20.62	22.06	29.36	27.82	34.15	40.45	39.24	26.30	20.93	24.37
25	25.05	21.03	22.29	29.95	28.37	34.83	41.26	40.03	26.83	21.35	24.86

A 2% longevity increase will be applied for ESPs who are off-schedule

Appendix B (page 5)

Educational Support Personnel Salary Matrix

2024-25 ESP Schedule											
Steps	Inst. Asst.	Office Clerk	Custodian	Library M F	Main A	Main G	Main S T	Nurse	Principal Secretary	Student Secretary	Health Clerk Asst.
1	16.36	13.46	14.55	19.56	18.54	22.77	26.98	26.17	17.53	13.68	15.61
2	16.69	13.73	14.84	19.95	18.91	23.22	27.52	26.69	17.88	13.95	15.92
3	17.02	14.00	15.14	20.35	19.29	23.69	28.07	27.23	18.24	14.23	16.24
4	17.31	14.24	15.40	20.70	19.62	24.10	28.55	27.70	18.55	14.48	16.56
5	17.57	14.46	15.63	21.01	19.91	24.45	28.97	28.10	18.82	14.69	16.90
6	17.83	14.67	15.86	21.32	20.20	24.81	29.40	28.52	19.10	14.92	17.23
7	18.09	14.88	16.09	21.63	20.51	25.18	29.83	28.93	19.38	15.13	17.58
8	18.45	15.19	16.41	22.05	20.90	25.66	30.41	29.49	19.77	15.42	17.93
9	18.80	15.48	16.72	22.49	21.31	26.16	30.99	30.06	20.14	15.73	18.29
10	19.17	15.78	17.05	22.93	21.72	26.66	31.59	30.63	20.53	16.02	18.65
11	19.56	16.09	17.39	23.15	22.14	26.93	31.90	30.94	20.95	16.35	19.03
12	19.93	16.42	17.73	23.38	22.38	27.19	32.22	31.25	21.36	16.67	19.41
13	20.33	16.75	18.08	23.85	22.61	27.73	32.86	31.86	21.78	17.00	19.80
14	20.76	17.08	18.45	24.33	23.06	28.28	33.52	32.51	22.23	17.35	20.19
15	21.16	17.41	18.83	24.82	23.51	28.87	34.20	33.15	22.45	17.68	20.60
16	21.59	17.77	19.20	25.31	23.98	29.43	34.87	33.83	22.68	18.04	21.01
17	22.02	18.13	19.59	25.82	24.47	30.01	35.57	34.50	23.14	18.40	21.43
18	22.25	18.48	19.98	26.35	24.94	30.62	36.28	35.19	23.59	18.78	21.86
19	22.48	18.85	20.38	26.85	25.45	31.24	37.01	35.90	24.07	19.15	22.29
20	22.92	19.24	20.78	27.40	25.96	31.86	37.74	36.61	24.55	19.53	22.74
21	23.37	19.62	21.21	27.96	26.49	32.49	38.50	37.35	25.04	19.92	23.19
22	23.84	20.01	21.61	28.51	27.02	33.15	39.26	38.09	25.55	20.32	23.66
23	24.31	20.42	22.05	29.08	27.56	33.82	40.06	38.86	26.07	20.73	24.13
24	24.79	20.82	22.28	29.65	28.10	34.49	40.86	39.63	26.56	21.14	24.61
25	25.30	21.24	22.51	30.25	28.65	35.18	41.67	40.43	27.10	21.57	25.11

A 2% longevity increase will be applied for ESPs who are off-schedule

Appendix C

Stipend Schedule for 2020-2025

2020-21	A	B	C	D	E
	11 - 25	26 - 39	40 - 55	56 - 70	71 - 85
	Middle School Newspaper (2)	Art Club (3)	Assistant Athletic Director (3)	Band Solo and Ensemble (2)	Middle School Yearbook (2)
	Play Costumes (2)	Game Club (2)	Chamber Orchestra (2)	Chorus Solo and Ensemble (2)	Track Assistant Coach (4)
	Play Set Design (2)	Tech Club (2)	Elementary Chorus (5)	Cross-Country Assistant (3)	Cheerleading Head Coach (3)
	Play Set Painting (2)	Elementary Student Council (5)	Elementary Yearbook (5)	Math Team (2)	Poms Coach (2)
	Broadcasting (7)	SOAR (5)	Golf Club (2)	Orchestra Solo and Ensemble (2)	School Supervisor (2)
	Battle of the Books (3)	Sew What? (1)	Jazz Band (2)	Play-Musical Director (1)	Middle School Science Olympiad Head Coach (2)
	Pep Club (2)	Bowling (2)	Middle School Choir (1)	Play Director (2)	
	Promotion Sponsor (2)	Cheer Assistant (2)	Middle School Science Olympiad Assistant (2)	Middle School Scholastic Bowl Head Coach (2)	
		Garden Club (1)	Softball Assistant Coach (2)	Elementary Science Olympiad Head Coach (5)	
		Science Club (1)			
		Middle School Asst. Scholastic Bowl (2)			
Hours	18	35	47	63	79
Hourly Rate	\$27.63	\$27.63	\$27.63	\$27.63	\$27.63
Total	\$497.34	\$967.05	\$1,298.81	\$1,740.69	\$2,182.77
Positions	21	26	28	21	14
Cost	\$30,444.14	\$25,143.30	\$31,166.64	\$36,554.49	\$30,558.79

*Beginning in the 2021-22 school year, the rate of pay for stipends shall increase by 1% each school year for the length of the contract.

- 2021-2022 hourly rate \$27.91
- 2022-2023 hourly rate \$28.19
- 2023-2024 hourly rate \$28.47
- 2024-2025 hourly rate \$28.75

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Stipend Schedule for 2020-2025

F	G	H	I	J	K	L
86 - 100	101 - 115	116 - 130	131 - 145	146 - 160	160 - 170	171+
Cross Country Head Coach (4)	Middle School Student Council (2)	Head Track (4)		Wrestling Head Coach (2)		Athletic Director (2)
Soccer Head Coach (8)	Wrestling Assistant (2)	Basketball Head Coach (8)				
Softball Head Coach (2)		Volleyball (8)				
T.A.Y. (4)						
93	308	123	138	152	168	
\$27.63	\$27.63	\$27.63	\$27.63	\$27.63	\$27.63	
\$2,569.59	\$1,984.04	\$1,898.49	\$1,812.94	\$4,199.74	\$4,681.88	\$8,160.00
14	4	20	0	2	0	2
\$35,974.26	\$11,536.16	\$67,969.80	\$0.00	\$8,399.52	\$0.00	\$16,320.00

*Beginning in the 2021-22 school year, the rate of pay for stipends shall increase by 1% each school year for the length of the contract.

- 2021-2022 hourly rate \$27.91
- 2022-2023 hourly rate \$28.19
- 2023-2024 hourly rate \$28.47
- 2024-2025 hourly rate \$28.75

Appendix D

Support Training Procedure for Staff

Purpose: To outline the guidance process for: instructional assistants, one-on-ones, and licensed staff in order to support student(s) to whom they are assigned in the first weeks of their relationship.

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

Principal (or designee) will assign a trainer (a current case manager, former case manager, licensed staff member, or other Instructional Assistant (IA) with possible training and/or conference to the staff member and determine one of two options for initial training (depending on the case):

- A. Training on the first institute day of the year
- OR
- B. Shadowing the first half of the student's first day

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

- 1 week follow up with the staff member(s) and Principal (or designee)
- 6 week follow up with staff member(s) and Principal (or designee)

The purpose of those follow up meetings is simply to check in and ensure that the team is feeling comfortable with the support the student is receiving. If this guidance/training has not been significant enough then more training will be provided.

For new staff members starting midyear with an existing Hawthorn student or a student new to the district:

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

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

- 1 week follow up with the staff member(s) and Principal (or designee)
- 6 week follow up with staff member(s) and Principal (or designee)

The purpose of those follow up meetings is simply to check in and ensure that the team is feeling comfortable with the support the student is receiving. If this guidance/training has not been significant enough then more training will be provided.

At any time during the staff member's assignment, they are encouraged to discuss any concerns or need for additional training with the following individuals (in this order):

- A. Student's case manager
- B. Student's classroom teacher
- C. Classroom Teacher
- D. Principal/Assistant Principal/Other Supervisor
- E. Special Education Coordinator
- F. Director of Special Education
- G. Coordinator of Professional Development

Appendix E

Certified Evaluation Timeline

	Licensed Non-tenured	Licensed Non-tenured	Licensed Tenured	Licensed Tenured
Cycle	Years 1 & 2	Years 3 & 4	Formal	Informal
Observations	<ul style="list-style-type: none"> • 3 formal observations • 2 prior to Winter Break • 1 prior to March 1st 	<ul style="list-style-type: none"> • 2 formal observations prior to January 15th • 3rd optional at discretion of administration 	<ul style="list-style-type: none"> • 2 observations 1st prior to Winter Break • 2nd by May 1st • 3rd optional at discretion of administration 	
Dates	<ul style="list-style-type: none"> • 3 formal observations • 2 prior to Winter Break • 1 more between Winter Break and by March 1st • Mid-year by January 15th • Final evaluation completed by administrator by March 15th 	<ul style="list-style-type: none"> • 2 formal observations prior to January 15th • 3rd optional at discretion of administration • Mid-year by January 15th • Final evaluation completed by administrator by March 15th 	<ul style="list-style-type: none"> • Conference by November 1st • 2 observations 1st prior to Winter Break • 2nd by May 1st • Final evaluation completed by administrator by May 15th 	<ul style="list-style-type: none"> • <i>Professional Growth Plan</i> November 1st • <i>Summative Reflection Form</i> submitted by May 15th

Appendix F

PERFORMANCE EVALUATION OF EDUCATIONAL SUPPORT PERSONNEL PROCESS FOR EVALUATION

FORMAL EVALUATION

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

NEW HIRED STAFF

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

SCHEDULE, MEETINGS, AND PROCEDURES

A. At the beginning of each school year, (prior to October 1st) the responsible administrator will meet with ESPs for the purpose of explaining the evaluation instrument and answering questions.

B. Administrators shall have the opportunity to receive input from appropriate personnel to complete the evaluation for all ESPs.

C. Prior to April 15th the Administrator will meet with each ESP to review and discuss their evaluation. The Administrator and ESP will sign the evaluation form to indicate having received the formal evaluation. The original signed copy of the evaluation will be placed in the employee’s personnel file. ESPs shall be allowed 10 calendar days from the date of the evaluation meeting to respond in writing to their evaluation. The written response will be submitted to the evaluating administrator or the Director of HR to be attached to their evaluation.

D. If an employee receives a rating of “Needs Improvement” in any area, the administrator and the employee will discuss how the employee can improve in said area(s), and the administrator will conduct a follow-up evaluation prior to November 30th of the following school year. An employee who is evaluated prior to November 30th because of a previous year’s ‘Need Improvement’ rating is still subject to the annual evaluation that is to be completed by April 15th.

E. An ESP whose overall performance has been judged as “Needs Improvement” will be notified in writing and meet directly with the responsible administrator. If the District chooses to non-renew the employee due to an overall needs improvement performance, the Superintendent or their designee will notify the employee by April 15th.

Appendix F (page 2)

SUMMARY OF SIGNIFICANT DATES AND DEADLINES

Date	Activity
Prior to October 1st	Administrator/ESP will meet to discuss the evaluation instrument.
Prior to November 30th	Evaluation of all ESPs who received a “Needs Improvement” Rating
Prior to April 15th	Formal Evaluation of all ESPs

Appendix G

HAWTHORN DISTRICT 73 NOTICE OF INTENT TO PARTICIPATE VOLUNTARY RETIREMENT INCENTIVE PROGRAM

Pursuant to Hawthorn District 73's retirement incentive program, I, _____
(Employee's Name), hereby submit to the Superintendent my irrevocable notice of intent to
resign and retire, effective the last of the _____ school year. I understand that by
submitting this written notice of intent to resign and retire, I may not, at a later date, change my
decision to resign and retire or continue my employment with the District.

Administrator

Date: _____

Employee

Date: _____