

AGREEMENT BETWEEN  
HARTSBURG-EMDEN COMMUNITY UNIT SCHOOL DISTRICT #21

AND

HARTEM EDUCATORS  
AUGUST 1, 2021 – JULY 31, 2025

ARTICLE I  
RECOGNITION

A. The Board of Education of Hartsburg-Emden Community Unit School District #21 of Logan County, hereinafter referred to as the Board, recognizes the Hartem Educators, an affiliate of the Illinois Education Association and the National Education Association, as the sole and exclusive negotiating agent for all regularly employed personnel required to be licensed as teachers. Excluded are: supervisors, managerial, confidential, classified, student employees, and short term employees. Short term employees are those employed for special projects or assignments or to replace an employee on leave of absence whose total term of service does not exceed the equivalent of one (1) semester. Part time employees shall have salaries and rights pro-rated, to the extent possible, unless otherwise shown herein.

B. The term teacher or employee when used herein shall refer to members of the bargaining unit as defined above (A).

ARTICLE II  
TERMS OF AGREEMENT

A. The terms of this Agreement shall be reflected in written contracts with bargaining members.

B. If either party demands mediation pursuant to the Federal Mediation & Conciliation Service (FMCS), the request for service shall go to the FMCS, unless another agency is mutually desired by the parties.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Grievance Definition

Any claim by the Hartem Educators or an employee or a group of employees that has been a violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.

B. Time Limits

Any time limits shall consist of school day, provided however, that when a grievance is submitted fewer than ten (10) calendar days before the close of the current school term, time limits shall double and consist of all week days (i.e. Monday through Friday, exclusive of any holidays).

C. The grievant has the right to informally discuss a complaint with the immediate Supervisor. Informal discussion of the complaints are not considered a grievance at this phase.

D. If there is no informal resolution, the grievant may file a written grievance with the Superintendent with twenty (20) days from the act giving rise to the grievance. A meeting will be scheduled within five (5) days of receipt of the grievance. The Superintendent shall give a written response to the grievant within thirty (30) days of the meeting. Failure of the grievant to act within the prescribed time lines for each step will bar any further appeal.

E. If a teacher requests in writing, and the Board of Education grants such request, then the following shall apply. If there is no satisfactory resolution at the Superintendent's level, the grievant may submit the grievance to the school board who shall hear the matter within twenty (20) days of the appeal. The Board shall issue a written decision within ten (10) days of the hearing. The Board shall grant or deny this Board Step within five (5) days. Failure to respond shall be deemed a denial. Request for a Board Step shall not expand the number of days within which the Hartem Educators submit the grievance to arbitration if the Board denies the request.

F. If the Hartem Educators and grievant are not satisfied with the disposition of the may submit the grievance in Step D, or the Board Step, if one is granted, the Hartem Educators, at its option, may submit the grievance to final and binding arbitration through 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 Step D answer, or the Board Step, if any, then the grievance shall be deemed withdrawn.

G. If the Superintendent and the Hartem Educators agree, a grievance may be submitted directly to arbitration.

H. No reprisals shall be taken by the Board or administration against any employee because of the employee's participation in a grievance.

I. All records related to a grievance shall be filed separately from the personnel files of the employees.

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

K. Each party shall bear the cost of its own representation.

L. All grievances involving two (2) or more teachers shall be filed by the Hartem Educators as a class grievance.

M. Failure to render a decision within the time limits shall entitle the Hartem Educators to proceed to the next step.

N. The arbitrator shall have no power to alter, amend, ignore, add to or subtract from the terms of this Agreement.

#### ARTICLE IV WORKING CONDITIONS

A. Teachers shall be scheduled a 30 minute duty-free lunch period.

B. Each teacher shall be given written notice of his/her tentative teaching assignment for the forthcoming school term by August 1 of each year. Within two weeks of the start of the next school year changes in assignments will made only due to an emergency or unforeseen vacancies as determined by the Board/Administration.

C. Except for dismissal of a tenured teacher pursuant to 24-12(d) of the School Code or nonrenewal of a non-tenured teacher, no teacher shall be suspended nor withheld an increment, nor issued a notice of remediation without cause.

D. There shall be no more than 180 teacher responsibility days (or the minimum required by law, whichever is greater) unless by extended contract.

E. The teacher work-day shall begin at 8 A.M. and end at 3:30 P.M. However, teachers shall devote such extra time necessary as determined by the Board/Administration for teacher meetings, parent/teacher conferences, student discipline, extra-duties, bus duty, and supervision of students in case of emergency. Teachers shall not be required to stay beyond the regular school day more than six (6) times per semester.

Teachers shall be released when pupils are dismissed on days preceding holidays and vacations, Fridays, and the last student attendance day) except in cases of emergency. Permission may be granted by an administrator for early dismissal or late arrival in case of emergency. Teachers shall not be required to stay beyond the regular school day more than six (6) times per semester.

F. Teachers will receive documentation for earned professional development hours within one (1) week of the training.

G. Teachers shall not be required to be in attendance when students are not present and school is closed due to inclement weather. However, if students are released early due to a combination of heat and humidity, teachers may be required to remain during their normal work day for faculty meetings such as curriculum work in air conditioned rooms

H. Any teacher may volunteer for extra-duty assignments and request a meeting with the principal to discuss the same. The Board and/or administration shall determine extra-duty assignments.

I. Teachers required by their positions in the school district to travel from one building to another during normal workday hours (excepting coaches) will be reimbursed at the IRS rate in effect on January 1<sup>st</sup> of each year. This will be for travel after the teacher has reported to his/her first assignment of the day and before leaving the last assignment of the day. Payment will be made monthly.

J. Other than for self-contained classrooms that develop their own schedules with administrative input the following would apply:

	Seven Period Day	Eight Period Day
Instructional or		
Contact Periods	5	5
Preparation Periods	1	2
Supervision Periods	1	1

K. Self-contained classroom teachers shall receive a minimum of sixty (60) minutes of prep time daily for a full school day.

L. All classroom teachers shall receive prep time in at least (30) minute blocks for a full school day.

M. Any vacant positions will be posted internally for at least five (5) days prior to any external positing. All qualified employees may apply for the posted position(s).

N. If the district implements a new eLearning or other remote learning plans; the district will solicit input from the Association.

O. LONGEVITY BONUS

Certified staff may be eligible for longevity bonuses must work at FTE (Full-Time Equivalent) schedule of .50 or greater. Employees working less than FTE will receive a prorated longevity bonus. Longevity bonuses will be paid annually in December for qualifying certified staff and appear in the first December payroll check. Longevity bonuses are not compounded in the teacher's salary schedule for purposes of an annual raise, but they are considered creditable earnings. The

Longevity bonuses will be awarded in the first three (3) years of the contract and then removed at the same time the salary schedule is eliminated.

Annual Longevity Bonus Structure:

	21-22	22-23	23-24
1. Service Years 4-6	\$300	\$300	\$300
2. Service Years 7-15	\$400	\$450	\$500
3. Service Years 16+	\$500	\$650	\$800

P. SIGNING BONUS

New teachers may receive a one-time signing bonus of \$1,500.00, to be paid on the August 28th pay-period. This bonus will not be calculated as part of the base wage. It may be given, at the discretion of the administration, where a candidate takes a position where we have less than four (4) viable applicants and/or the administration feels the candidate is well above other candidates.

ARTICLE V

LEAVES OF ABSENCE

A. Fifteen (15) sick leave days shall be granted each teacher annually, of which three (3) may be used for personal business and two (2) may be used for bereavement for attending funeral of anyone outside the immediate family. Up to thirty (30) sick leave days may be used for maternity. Sick leave and bereavement days may be used in one-half day portions. Unused sick leave shall accumulate to a maximum of 360 days.

Any teacher who has completed his/her 4<sup>th</sup> year of service in the District, will be able to use four (4) days out of the 15 days provided as personal business. Any teacher who has completed his/her 15<sup>th</sup> year of service in the District, will be able to use five (5) days out of the 15 days provided as personal business.

Any teacher who has completed his/her 10<sup>th</sup> year of service in the District, will receive one (1) additional sick day for a total of sixteen (16) days per year

Any teacher who has completed his/her 20<sup>th</sup> year of service in the District, will receive two (2) additional sick day for a total of seventeen (17) days per year

Any teacher who has completed his/her 25<sup>th</sup> year of service in the District, will receive three (3) additional sick day for a total of eighteen (18) days per year

The District will follow the Family and Medical Leave Act.

B. Personal days will be granted no more than one time per year per teacher before or after a holiday or vacation. Personal days may be taken only upon twenty-four (24) hours' notice to the Superintendent stating the general reason therefore (e.g. legal matter). Personal days may be used in one-half day portions. No more than one (1) teacher may be granted personal business leave on the same day. In cases of emergencies, the administration, at its option, may grant a personal leave day to more than one teacher.

C. Leaves of absence without pay may be granted by the administration following a request by a teacher and subject to reasonable regulation and procedure.

D. A teacher on an approved unpaid leave of absence may elect to continue insurance coverage at his/her expense.

## ARTICLE VI

### SALARY SCHEDULE AND INSURANCE

A. Teachers shall be paid in accordance with the salary schedule attached, except extended contracts and based on the teachers starting point. Teachers on extended contracts will be paid their daily rate. Positions which have extended contracts include: District Librarian, Guidance Counselor, and Agriculture Teacher/FFA Sponsor.

B. Any employee on an approved unpaid leave of absence shall advance one step on the salary schedule at the beginning of the next school year only if they have worked 120 days or more school days the school year and if the step increase is part of the teacher's increase in salary.

C. Any teacher who is willing to volunteer for a 6th period of instruction for a class that is approved by the administration, an additional \$1,250 in year one, \$1,500 in year two, \$1,750 in year three, and \$2,000 in year four per semester (in place of a prep period), will be added onto his/her base salary. A committee comprised of teachers, selected by the association, will meet for the purpose of discussing the classes which will be offered as an overload each year, but the ultimate decision on classes will be the administrative decision. If scheduling allows for an early bird class, it will be allowed. If there are volunteers and viable courses available at each building, there will be at least one course offered at each building. The Administration may assign a teacher to teach an additional course. No teacher will be assigned to teach an extra class for more than one year in a row. However, if a teacher volunteers, he/she may

be able to teach an extra course for consecutive school years. Teachers will not be required to teach outside the area in which they are licensed. All extra course assignments will be given by the end of the school year, prior to the year in which they need to be taught. Any teacher assigned an extra course at the end of the school year, has the course canceled for any reason, he/she will still be compensated for the course.

D. Teachers shall receive their pay twice monthly on the 14<sup>th</sup> and 28<sup>th</sup> of each month. If these dates occur on a holiday, pay will be received the last teaching day prior to that day. If these dates fall on Saturday or Sunday, payment must be received by the preceding school day. Teachers will be paid on a twelve-month basis. Changes in the method of payment will be allowed in the event of honorable dismissal or by special permission of the Superintendent.

E. During the summer, checks will be mailed so as to accommodate reasonable delivery in the District by the appropriate pay day. Teachers on extended contracts may elect only 12 month pay.

F. Step and lane placements prior to the effective date of this contract are not grievable.

G. Teachers who successfully complete graduate level courses which entitle that teacher to a lane change shall notify the Superintendent and supply proof of same by official grade cards. To entitle such teacher to a lane change, such additional hours must be earned in the area in which the teacher is currently teaching, or an area approved by the Superintendent in advance. Such lane changes shall occur at the commencement of the next school year.

H. The Board shall pay up to 10.00% of the teacher's scheduled salary and extracurricular pay and transmit same to the Teacher Retirement System.

I. The school district shall, at the individual teacher's request, deduct from his/her salary dues for the local, state, and national teacher's organization and/or IPACE contributions. Deductions will be made from payroll checks beginning with the first check in September. The dues collected will be paid directly to the treasurer of the local organization within 10 days and over the period of time the organization has their payment plan setup.

J. Any teacher under contract who is required by the administration to substitute for another teacher while the latter is absent will be paid at the rate of \$25.00 per class in addition to his/her regular pay. Any fractional part of any hour exceeding one-fourth will be considered a class hour.

K. The Board of Education will pay \$600 in year 1, \$625 in year 2 and \$650 in years 3 & 4 monthly during this contract (or the full single health insurance premium, whichever is less) toward the cost of single group health coverage for each full time



teacher electing to participate herein. The teacher may pay the difference between single and family coverage if the coverage is desired, individual dental insurance coverage will be Board paid for non-participants in the health care plan. Payment for part-time teachers, over 50% time, shall be prorated.

L. Reimbursement of \$250.00 per credit hour of graduate level college courses from a recognized college or university or Mid-Illini workshops which offer graduate credit, with a maximum of 15 hours over a 3-year period with no more than 9 hours per year. Courses shall tie into a teacher's approved professional development plan or apply toward a degree program. All credit hour courses must be approved by the Superintendent. Reimbursement will be made in February or September after completion of course.

M. The Board of Education will contribute 1.02% towards Retired Teacher Health Insurance (THIS) for teachers on Step 20 of the salary schedule and beyond.

## ARTICLE VII

### SEQUENCE OF HONORABLE DISMISSAL

If the Board decides it is necessary to reduce the number of employees pursuant to Section 24-12 of the Illinois School Code, the Association will be advised of such reduction in staff in advance of any public announcement.

#### Length of Continuing Service:

A. Length of Continuing Service shall accrue from the first day of consecutive service to the district. Part-time employees shall accrue seniority in a pro-rata basis and part-time tenured employees shall have layoff and recall rights to positions of equal or lesser terms as outlined in the School Code.

B. In the event district length of service is equal between employees, the following procedures are to be utilized as a tie breaker.

1. The teacher with the most advanced degree shall be retained.
2. If the tie remains, the teacher with the most post graduate credits beyond the B.S. degree shall be retained.
3. Teachers on approved leave of absence shall accrue length of continuing service if they have worked one hundred twenty (120) days or more school days during the school year.

#### Sequence of Honorable Dismissal:

Sequence of Honorable Dismissal List shall be prepared and include licensed positions and all names of licensed employees qualified to hold those positions in

an order determined by the Illinois School Code. A copy of the Sequence of Honorable Dismissal list and Length of Continuing Service list will be delivered to the Association by a date at least seventy-five (75) days prior to the end of the school term. Changes to these lists may be made through a date forty-five (45) days prior to the end of the school term. The employees who are subject to reduction shall receive written notice at least forty-five (45) days before the end of the school term together with a statement of honorable dismissal and the reason therefore. Such notice shall be delivered by regular mail and also delivered by personal delivery or certified mail, return receipt requested.

This provision does not apply to the dismissal of non-tenure employees under Section 24-11 of the Illinois School Code.

#### Licensed Employee Recall:

If the Board has any vacancies for the following school term, or prior to February 1 of the school term following a Sequence of Honorable Dismissal, the positions that become available shall be offered to employees in Groups 2, 3 and 4 who have received Honorable Dismissal notices if they are legally qualified to hold such position. To qualify for recall, a Group 2 teacher must have received a Needs Improvement on either of his or her last two evaluations and, if two ratings are available, at least a Proficient rating on the second evaluation. All other Group 2 teachers have no recall rights. The order of recall shall be governed by the Illinois School Code. Notice of Recall shall be delivered by certified mail, return receipt and electronic mail to the last known addresses.

An employee subject to recall shall be notified, in writing, of the vacant position. An employee's failure to respond to recall affirmatively within twenty (20) calendar days after mailing/sending e-mail, or within ten (10) days after receipt of the Employer's correspondence (whichever shall occur first), shall result in termination of the employees' right to recall. However, employees shall not lose recall rights for refusing to accept a position which includes fewer teaching hours and would result in a reduction in pay. Employees on layoff are obligated to advise the administration office of their current address, e-mail address, and telephone number so as to facilitate notice of recall.

## ARTICLE VIII

### HARTEM EDUCATORS' RIGHTS

A. Hartem Educators shall have the right to use school buildings subject to reasonable regulation, availability, and additional costs excepting heat and electricity. Reasonable regulation may include reasonable notice of use to

Superintendent or building Principal. It is the intention of the parties that previously scheduled school functions shall in all cases take priority over Hartem Educators' functions.

B. The Hartem Educators shall have the right to use district typewriters, copiers, ditto machines, computers, and other like office machines, subject to availability and reasonable costs for expendables. It is the intention of the parties that use of such machines for school purposes shall in all cases take priority over use for Hartem Educators' purposes.

C. The Board shall provide at least one (1) bulletin board in each attendance center for the posting of notices of activities. The Hartem Educators may use District mailboxes for communication to teachers.

#### D. EMPLOYEE EVALUATION

Certified Employee Evaluations:

Right to Representation:

All employees shall have the right to have Association representation present at any evaluation conference.

Licensed employees shall be evaluated by an administrator qualified under 105 ILCS 5/24A-3. The qualified evaluator is responsible for written evaluations of all licensed employees assigned to him/her. The qualified evaluator's responsibilities include:

Providing written notice that a performance evaluation will be conducted in that school term to each teacher who is affected by the first day of student attendance.

Orienting each employee to the evaluative procedures and instrument by the first day of student attendance. Procedures and instruments will be made available electronically and be discussed during the pre-conference and new teacher orientations.

The evaluation cycle (March 1-February 28) will consist of the following:

1. Formal observation:

- a. Tenured Employees (at least once every two evaluation cycles):

At least one (1) formal observation consisting of:

- Pre-Conference. A pre-conference will be held within ten (10) working days but not less than two (2) working days prior to the observation date.

- Classroom observation (lasting at least 45 minutes at the time; or observation during a complete lesson; or an observation during an entire class period) within ten (10) working days of the pre-conference; and
- Post-observation conference within ten (10) working days of the observation.

b. Non-Tenured Employees (at least once each evaluation cycle):

- At least two (2) formal observations consisting of:
- Pre-conference. A pre-conference will be held within ten (10) working days but not less than two (2) working days prior to the observation date.
- Classroom observation (lasting at least 45 minutes at a time; or an observation during a complete lesson; or an observation during an entire class period) within ten (10) working days of the pre-conference; and
- Post-observation conference within (10) working days of the observation.

2. Informal Observation:

Tenured and Non-Tenured Employees: At least one (1) informal observation followed by shared written remarks with the employee within ten (10) working days. While not required, the evaluator or employee may request a conference to discuss the informal observation report within ten (10) school days from the date he/she received the informal observation written remarks. Informal observations may only be used in an evaluation if the written remarks are shared with the employee within ten days.

3. Student Growth:

Student Growth practice, calculation, and rating will follow the guidelines set forth in the Hartsburg-Emden Evaluation Plan

4. Summative Evaluation and Conference

- a. Tenured Employees: A written summative evaluation at least once every two (2) evaluation cycles.
- b. Non-Tenured Employees: A written summative evaluation at least once every evaluation cycle.

A summative conference will be held by February 28 at the end of the evaluation cycle. The written summative evaluation document, which will include the overall performance rating and student growth rating, will be presented to the employee at this conference. The employee shall sign the summative evaluation and be given a copy by the qualified evaluator. In no case shall the employee's signature be construed to mean that the/she agrees with the contents of the evaluation but only that the evaluation has been discussed.

a. Appeal to Another Qualified Evaluator

The employee may request an evaluation by another qualified evaluator only after the Summative Evaluation Conference.

b. Response to Evaluation

The written summative evaluation document, after being signed by the qualified evaluator and the employee, shall be filed in the employee's personnel file in the district office, and a duplicate of that report shall be made available to the employee. The employee may attach written remarks or a rebuttal of this document within ten (10) days of the post-observation.

The immediate administrator will sign the employee's written remarks or rebuttal acknowledging receipt of the material and give the employee a signed copy. All written evaluations and the attached employee's comment are to be placed in the employee's electronic evaluation file.

c. Professional Development Plans

In the event that a tenured employee receives a performance rating of "Needs Improvement", the employee shall be subject to a professional development plan. The evaluator, in consultation with the employee, and taking into account the employee's on-going professional responsibilities, including his or her regular teaching assignments, shall create a professional development plan. The professional growth plan shall be developed within 30 school days of the receipt of the "Needs Improvement" rating by the teacher and shall include:

1. An initial meeting to discuss the employee's performance issue as indicated from deficiencies noted in his/her evaluation.
2. A second meeting to finalize the professional growth plan.

The teacher receiving a "Needs Improvement" rating shall remain with that rating until the teacher attains a higher rating. If the teacher has corrected the performance areas and receives a

subsequent rating of “Proficient” or “Excellent”, he or she is returned to the regular evaluation cycle.

d. Remediation Plan

In the event that a tenured employee receives a performance rating of “Unsatisfactory,” the employee shall be subject to a remediation plan in accordance with 105ILCS 5/24A-5(2)(i).

e. Modification of the Evaluation Plan

The evaluation plan may be changed in accordance with the Illinois School Code 105 ILCS 5/24A-4 and state regulations. Such changes, if any, shall be developed in cooperation with the Association. The Association will appoint a committee of two (2) members to meet with two (2) District administrators to cooperate in the development of any changes to the District’s evaluation plan. The parties will mutually agree on the date/time for committee meetings. Until such time, the licensed employee evaluation instrument in effect during the current Agreement shall continue to be used.

f. Exclusive Evaluation Instrument

Only those instruments and procedures which have been negotiated to the satisfaction of the Hartem Education Association and the Board of Education will be used in the evaluation or remediation of Employees in this school district.

### Unsatisfactory Rating Appeal

Any teacher who receives an unsatisfactory rating may appeal the rating. This appeal process is established pursuant to and in accordance with Section 24A-5.5 of the Illinois School Code (105 ILCS 5/24A-5.5).

A teacher desiring to appeal an “unsatisfactory” rating shall file a notice of appeal with the evaluator within 10 school days of receipt of the unsatisfactory rating.

The panel shall review the written material provided to the teacher by the qualified evaluator who completed the performance evaluation assessment. The evaluator shall provide the panel with any notes or other evidence collected or developed as part of the assessment. The teacher shall provide copies of the materials which were submitted to the evaluator as a part of the evaluation process. The panel shall also be provided a copy of the district’s evaluation plan and rubric along with a copy of any language contained in the parties’ applicable collective bargaining agreement

that pertains to the teacher evaluation process. Panelists may only consider materials identified above. If a teacher chooses, he/she may be interviewed by the panel.

When the panel of qualified evaluators finds that a teacher's rating of unsatisfactory should be revoked then a rating of proficient shall instead be assigned to that teacher.

Composition of the appeal panel and criteria for a successful appeal shall be established by the PERA Joint Committee and included in district PERA guide.

## ARTICLE IX NO STRIKE

A. During the term of this Agreement and any extension thereof, no member of the bargaining unit, nor the Hartem Educators, nor any person acting on behalf of the Hartem Educators shall engage in, authorize, or condone a strike, slowdown or other refusal to render full and complete contractual services to the Board.

## ARTICLE X

### CONTRACT DISTRIBUTION/PERSONNEL FILES

A. Within thirty (30) days of ratification and adoption of this Agreement, the Board shall have sufficient copies of the signed Agreement prepared and delivered to the Hartem Educators for its distribution to each teacher. Each teacher newly hired will be given a copy of the Agreement.

B. Each teacher shall have the right, upon reasonable request to review the contents of his/her personnel file, make copies of any entry, subject to payment of actual costs, have a Hartem Educator representative accompany him/her, submit responses to any material contained therein, and have false material removed from the file through legal action as described in P.A. 83-1104 during the review, the administration shall have the right to have a representative present.

C. Review shall be Subject to reasonable regulation as to time, place, and number of reviews.

## ARTICLE XI

### EARLY RETIREMENT PROVISIONS

A. If an employee gives the Board an irrevocable notice of retirement by July 1 three years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three years of service.

If an employee gives the Board an irrevocable notice of retirement by July 1 two years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two years of service.

If an employee gives the Board an irrevocable notice of retirement by July 1 one year prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining year of service.

Once an employee submits an irrevocable notice of retirement by July 1, that employee shall be removed from the salary schedules contained in Appendix A of this agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable notice of retirement. Once the employee submits an irrevocable notice of retirement in no case will the employee's TRS creditable earnings increase exceed 6% of the previous year.

If, after submitting an irrevocable notice of retirement by July 1, the employee resigns from, or is dismissed from duties for which the employee was paid a stipend or additional compensation as set forth in Appendices B the previous year, the retirement incentive for that employee will be recalculated accordingly.

B. Requirements to Qualify:

1. a. Must be at least 60 years of age on or before the date of retirement; or
- b. Must be at least 55 years of age on or before the date of retirement with 35 or more years of creditable service with the Illinois Teacher's Retirement System; and
- c. A minimum of seventeen (17) years full time service in Hartsburg-Emden CUSD #21 at the time the employee submits an irrevocable letter to retire.

or

2. a. Must be at least 55 years of age on or before the date of retirement; and
- b. A minimum of twenty-seven (27) years full time service in Hartsburg-Emden CUSD #21 at the time of retirement the employee submits an irrevocable letter to retire; and
- c. There is no cost or penalties to the District



C. In the event an employee fails to meet the requirements of paragraph B.2. because of illness in his/her last year of employment, the administration can work with the employee to extend his/her employment for a sufficient length of time to satisfy the requirements of paragraph B.2.

D. If, during the term of this agreement, any legislation and/or TRS rules/regulations are enacted or not reenacted and/or adopted or amended that result in a greater cost to the district than the costs generated by this Agreement, the parties agree that this Section shall be null and void.

#### Limitation on TRS Creditable Compensation

The purpose of the section entitled "Limitation on TRS Creditable Compensation" is to avoid in all circumstances any payment by the district of a Board-paid penalty or fee to TRS, or any Board or district liability to fund any portion of a teacher's TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned.

No teacher's creditable TRS earnings from employment in this school district, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein.

No teacher's TRS creditable earnings from employment in this school district, including but not limited to:

- Vertical and horizontal salary schedule movement
- Stipends
- Salary increases
- Retirement incentives
- Extra-duties
- Changes in position

shall increase from one school year to the next by more than 6% or be otherwise increased so as to create liability on the part of the Board or district for any portion of a teacher's retirement annuity, or result in any district or Board-paid penalty or fee to TRS. If the sum or percentage amount which triggers any obligation for the district or Board to pay additional amounts to cover all or part of a teacher's retirement annuity or cover any Board or district paid penalty or fee to TRS decreases, then the maximum of the teacher's creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any Board or district paid penalty or fee.

Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher's TRS creditable earnings would increase by more than 6% or any such lesser amount that would trigger a district-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this provision.

E. If the teacher resigns from a stipend during the length of the last three years, the retirement incentive amount will be reduced accordingly.

## ARTICLE XII

### EFFECT OF AGREEMENT

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

B. It is expressly understood and agreed that the Board of Education reserves unto itself and its agents, all rights, functions, powers, authority, and responsibility to the full extent of the law and provisions of this Agreement. This section shall not abrogate Hartem Educators' or employees' rights under Law, Regulation, Constitution, or Contract.

C. Terms and conditions set forth in this Agreement represent the full and complete understanding between the parties and may be altered only through written mutual agreement. This agreement supersedes any prior and conflicting agreements, practices, and policies.

D. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Board and the Hartem Educators for the life of this Agreement, agree that the other shall not be obligated to bargain collectively with respect to any subject or matter preferred to, or covered in, this Agreement, or which was raised during the negotiation hereof in written proposals or counter proposals.

## EXTRA DUTY COMPENSATION

The following list reflects compensation for extra duty activities. Unlabeled numbers listed represent a percentage of the entry level salary before Board-paid retirement is calculated (BS, Step 1). Labeled numbers represent a flat fee. There is no requirement that the Hartsburg-Emden District offer each activity listed. The pay and condition for any new activity created must be negotiated by the Hartem Teachers' Association. Employees with years of experience in any extra duty position in Hartem CUSD #21 shall be paid at the step of the BS column which corresponds to their years of experience. Horizontal cells are not considered in determining this extra duty compensation. The Board shall pay the amount of the employee's required contribution to the Teachers' Retirement System (TRS) resulting from the extra duty compensation which is equal to the amount paid on the salary schedule for that year of the contract.

HSB/BK	15.5	HSB/BK Asst.	9
HSB/BA	10	HSB/BA Asst.	6
HSG/VB	12.5	HSG/VB Asst.	6
HSG/SB	10	HSG/SB Asst.	6
HSB/GLF	5	Super. Ath. Ev.	\$35
JHB/BK	9.5	JHB/BK Asst.	6
JHG/VB	7.5	JHG/VB Asst.	4
JHG/SB	6.5	JHG/SB Asst.	4
JHB/BA	6.5	JHB/BA Asst.	4
JHB/TR	5	JHG/TR	5
A.D.	10	SR. Sponsor	3
Sr. Sp. Asst.	2	Jr. Co-Sponsor	10 (2@5)
SO. Sponsor	2	FR. Sponsor	2
8th Sponsor	3	7th Sponsor	1.5
6th Sponsor	1	HS Chess	3
HS Bass Fish	3	JH Chess	1.5
St. Council	3	JH St. Council	2
JH Speech	1.5	JH Sch. Bowl	3
HS Sch.	5	FTA Club	1.5
Science Fair	2 (2@1)	Spelling Bee	\$75
Yearbook	6	FFA	6.5
Jr. Beta	2	Sr. Beta	2
Hd.TeachGS	6	Hd.Teach HS	4
HS Cheer	4.5	JH Cheer	4.0
Mus. Dir.	3.5	JH/HS Chorus Xduty	3(2@1.5)
Mus. Pit	1.25	JH/HS Band Xduty	3.5
For. Lang.	1.5	Ticket Taker	see below
Scorekp.	see below	Timer	see below
Bus Chap	\$25	Dr. Ed.	\$25
Libero Tracker	see below	WYSE	1.5
Game Announcer	see below	Detention Supervision	Internal Sub. Rate
Accompanist	\$25 (12.50/game)	Live Streamer	see below

Ticket taker, scoreboard, scorekeeper, announcer, libero tracker, timer and live streamer will be paid \$27.50(\$13.75/gm) in years 1 & 2 and \$30.00(\$15.00/gm) in years 3 & 4 of this contract.

Athletic Director (A.D.):

The A.D. will have one (1) less contact period and one (1) less supervision period in order to have two (2) extra periods to conduct AD duties.

Head Teacher/RTI Coordinator (Hd.TeachGS & HDTeachHS):

In addition to the salary increases for Head Teacher/RTI Coordinator duties, the Head Teacher/RTI Coordinator shall have the following work schedule.

Instructional or	Seven Period Day	Eight Period Day
Contact Periods	4	4
Preparation Periods	1	2
Supervision Periods	0	0
Periods for RTI Time	2	2

=====

Hartem Salary Schedule					2021-2022			
	B.S.	B.S. + 8	B.S. + 16	B.S. + 24	B.S. + 32 /M.S.	M.S. + 8	M.S. + 16	M.S. + 24
1	\$33,600	\$34,200	\$34,800	\$35,400	\$36,000	\$36,600	\$37,200	\$37,800
2	\$34,200	\$34,800	\$35,400	\$36,000	\$36,600	\$37,200	\$37,800	\$38,400
3	\$34,800	\$35,400	\$36,000	\$36,600	\$37,200	\$37,800	\$38,400	\$39,000
4	\$35,400	\$36,000	\$36,600	\$37,200	\$37,800	\$38,400	\$39,000	\$39,600
5	\$36,000	\$36,600	\$37,200	\$37,800	\$38,400	\$39,000	\$39,600	\$40,200
6	\$36,600	\$37,200	\$37,800	\$38,400	\$39,000	\$39,600	\$40,200	\$40,800
7	\$37,200	\$37,800	\$38,400	\$39,000	\$39,600	\$40,200	\$40,800	\$41,400
8	\$37,800	\$38,400	\$39,000	\$39,600	\$40,200	\$40,800	\$41,400	\$42,000
9	\$38,400	\$39,000	\$39,600	\$40,200	\$40,800	\$41,400	\$42,000	\$42,600
10	\$39,000	\$39,600	\$40,200	\$40,800	\$41,400	\$42,000	\$42,600	\$43,200
11	\$39,600	\$40,200	\$40,800	\$41,400	\$42,000	\$42,600	\$43,200	\$43,800
12	\$40,200	\$40,800	\$41,400	\$42,000	\$42,600	\$43,200	\$43,800	\$44,400
13			\$42,000	\$42,600	\$43,200	\$43,800	\$44,400	\$45,000
14			\$42,600	\$43,200	\$43,800	\$44,400	\$45,000	\$45,600
15			\$43,200	\$43,800	\$44,400	\$45,000	\$45,600	\$46,200
16					\$45,000	\$45,600	\$46,200	\$46,800
17					\$45,600	\$46,200	\$46,800	\$47,400
18					\$46,200	\$46,800	\$47,400	\$48,000
19					\$46,800	\$47,400	\$48,000	\$48,600
20	\$41,700	\$42,300	\$44,700	\$45,300	\$47,400	\$48,000	\$48,600	\$49,200
21					B.S. + 32	M.S.		
22					\$48,000	\$48,600	\$49,200	\$49,800
23					\$48,600	\$49,200	\$49,800	\$50,400
24						\$49,800	\$50,400	\$51,000
25	\$43,300	\$43,900	\$46,300	\$46,900	\$49,000	\$50,400	\$51,000	\$51,600
26						\$50,400	\$51,000	\$51,600
27						\$51,000	\$51,700	\$52,300
30	\$44,000	\$44,600	\$47,000	\$47,600	\$49,700	\$52,300	\$53,000	\$53,600

Hartem Salary Schedule					2022-2023			
	B.S.	B.S. + 8	B.S. + 16	B.S. + 24	B.S. + 32 /M.S.	M.S. + 8	M.S. + 16	M.S. + 24
1	\$35,000	\$35,550	\$36,100	\$36,650	\$37,200	\$37,750	\$38,300	\$38,850
2	\$35,550	\$36,100	\$36,650	\$37,200	\$37,750	\$38,300	\$38,850	\$39,400
3	\$36,100	\$36,650	\$37,200	\$37,750	\$38,300	\$38,850	\$39,400	\$39,950
4	\$36,650	\$37,200	\$37,750	\$38,300	\$38,850	\$39,400	\$39,950	\$40,500
5	\$37,200	\$37,750	\$38,300	\$38,850	\$39,400	\$39,950	\$40,500	\$41,050
6	\$37,750	\$38,300	\$38,850	\$39,400	\$39,950	\$40,500	\$41,050	\$41,600
7	\$38,300	\$38,850	\$39,400	\$39,950	\$40,500	\$41,050	\$41,600	\$42,150
8	\$38,850	\$39,400	\$39,950	\$40,500	\$41,050	\$41,600	\$42,150	\$42,700
9	\$39,400	\$39,950	\$40,500	\$41,050	\$41,600	\$42,150	\$42,700	\$43,250
10	\$39,950	\$40,500	\$41,050	\$41,600	\$42,150	\$42,700	\$43,250	\$43,800
11	\$40,500	\$41,050	\$41,600	\$42,150	\$42,700	\$43,250	\$43,800	\$44,350
12	\$41,050	\$41,600	\$42,150	\$42,700	\$43,250	\$43,800	\$44,350	\$44,900
13			\$42,700	\$43,250	\$43,800	\$44,350	\$44,900	\$45,450
14			\$43,250	\$43,800	\$44,350	\$44,900	\$45,450	\$46,000
15			\$43,800	\$44,350	\$44,900	\$45,450	\$46,000	\$46,550
16					\$45,450	\$46,000	\$46,550	\$47,100
17					\$46,000	\$46,550	\$47,100	\$47,650
18					\$46,550	\$47,100	\$47,650	\$48,200
19					\$47,100	\$47,650	\$48,200	\$48,750
20	\$42,450	\$43,000	\$45,200	\$45,750	\$47,650	\$48,200	\$48,750	\$49,300
21					B.S. + 32	M.S.		
22					\$48,200	\$48,750	\$49,300	\$49,850
23					\$48,750	\$49,300	\$49,850	\$50,400
24					\$49,300	\$49,850	\$50,400	\$50,950
25	\$43,850	\$44,400	\$46,600	\$47,150	\$49,850	\$50,400	\$50,950	\$51,500
26					\$50,400	\$50,950	\$51,500	\$52,050
27					\$50,950	\$51,500	\$52,050	\$52,600
28					\$51,500	\$52,050	\$52,600	\$53,150
29					\$52,050	\$52,600	\$53,150	\$53,700
30	\$44,450	\$45,000	\$47,200	\$47,750	\$50,450	\$52,650	\$53,250	\$53,800

Hartem Salary Schedule					2023-2024			
	B.S.	B.S. + 8	B.S. + 16	B.S. + 24	B.S. + 32 /M.S.	M.S. + 8	M.S. + 16	M.S. + 24
	\$36,400	\$36,900	\$37,400	\$37,900	\$38,400	\$38,900	\$39,400	\$39,900
	\$36,900	\$37,400	\$37,900	\$38,400	\$38,900	\$39,400	\$39,900	\$40,400
	\$37,400	\$37,900	\$38,400	\$38,900	\$39,400	\$39,900	\$40,400	\$40,900
	\$37,900	\$38,400	\$38,900	\$39,400	\$39,900	\$40,400	\$40,900	\$41,400
	\$38,400	\$38,900	\$39,400	\$39,900	\$40,400	\$40,900	\$41,400	\$41,900
	\$38,900	\$39,400	\$39,900	\$40,400	\$40,900	\$41,400	\$41,900	\$42,400
	\$39,400	\$39,900	\$40,400	\$40,900	\$41,400	\$41,900	\$42,400	\$42,900
	\$39,900	\$40,400	\$40,900	\$41,400	\$41,900	\$42,400	\$42,900	\$43,400
	\$40,400	\$40,900	\$41,400	\$41,900	\$42,400	\$42,900	\$43,400	\$43,900
	\$40,900	\$41,400	\$41,900	\$42,400	\$42,900	\$43,400	\$43,900	\$44,400
	\$41,400	\$41,900	\$42,400	\$42,900	\$43,400	\$43,900	\$44,400	\$44,900
	\$41,900	\$42,400	\$42,900	\$43,400	\$43,900	\$44,400	\$44,900	\$45,400
			\$43,400	\$43,900	\$44,400	\$44,900	\$45,400	\$45,900
			\$43,900	\$44,400	\$44,900	\$45,400	\$45,900	\$46,400
			\$44,400	\$44,900	\$45,400	\$45,900	\$46,400	\$46,900
					\$45,900	\$46,400	\$46,900	\$47,400
					\$46,400	\$46,900	\$47,400	\$47,900
					\$46,900	\$47,400	\$47,900	\$48,400
					\$47,400	\$47,900	\$48,400	\$48,900
	\$43,200	\$43,700	\$45,700	\$46,200	\$47,900	\$48,400	\$48,900	\$49,400
					B.S. + 32	M.S.		
					\$48,400	\$48,900	\$49,400	\$49,900
					\$48,900	\$49,400	\$49,900	\$50,400
					\$49,400	\$49,900	\$50,400	\$50,900
					\$49,900	\$50,400	\$50,900	\$51,400
	\$44,500	\$45,000	\$47,000	\$47,500	\$50,400	\$50,900	\$51,400	\$51,900
					\$50,900	\$51,400	\$51,900	\$52,400
					\$51,400	\$51,900	\$52,400	\$52,900
					\$51,900	\$52,400	\$52,900	\$53,400
					\$52,400	\$52,900	\$53,400	\$53,900
	\$45,100	\$45,600	\$47,600	\$48,100	\$51,000	\$52,900	\$53,400	\$53,900

2021-2025

HARTEM SALARY 2024-2025

In year four, the salary schedule is eliminated. The table below shows the increase in salary to the Teachers Salary. It is based on the CPI (Consumer Price Index) for the previous calendar year. The salary schedule is eliminated. This amounts include Board paid TRS earnings as well.

$\text{CPI} \leq 1.0\%$	$1\% < \text{CPI} \leq 1.5\%$	$1.5\% < \text{CPI} \leq 2.0\%$	$2\% < \text{CPI} \leq 2.5\%$	$2.5\% < \text{CPI} \leq 3\%$	$3.0\% < \text{CPI}$
\$700	\$850	\$1,000	\$1,200	\$1,400	\$1,600

AGREEMENT BETWEEN  
HARTSBURG-EMDEN COMMUNITY UNIT SCHOOL DISTRICT #21  
AND  
HARTEM EDUCATORS  
AUGUST 1, 2021 – JULY 31, 2025

This Agreement is signed and adopted this 21<sup>st</sup> of June, 2021.

FOR THE BOARD

  
\_\_\_\_\_  
Greg Phillips, Board President

  
\_\_\_\_\_  
Dirk Aper, Board Secretary

FOR THE ASSOCIATION

  
\_\_\_\_\_  
Lynn Curry, Association Co-President

  
\_\_\_\_\_  
Jennifer Hayes, Association Co-President

