

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

HENRY-STARK COUNTIES SPECIAL EDUCATION ASSOCIATION

AND

HENRY-STARK COUNTIES SPECIAL EDUCATION DISTRICT

FOR

2025-2026

2026-2027

2027-2028

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ARTICLE I
RECOGNITION

1.1 Recognition

The Henry-Stark Counties Special Education District, hereinafter referred to as the "District," recognizes the Henry-Stark Counties Special Education Association, IEA-NEA, hereinafter referred to as the "Association", as the sole and exclusive negotiating agent as to hours, wages, and other terms and conditions of employment for all full-time and part-time certified and educational support personnel of the Henry-Stark Special Education District, excluding Director of Special Education, Coordinators, Treasurer, Administrative Assistants in the Henry-Stark Special Education Administrative office who work directly for the Director, and all managerial, supervisory, and confidential employees. Nothing in this agreement prohibits the District from establishing any new managerial, supervisory, and/or confidential employees excluded from the Association and from seeking advice, input, guidance or recommendations from groups of employees regarding topics relevant to their expertise, experience or field of work, or otherwise seeking information from employees pertinent to the operations and activities of Henry-Stark.

1.2 Sole and Exclusive Representative's Rights

The District agrees not to enter into contract negotiations regarding wages, hours, and working conditions with any individual, group, organization, or employees covered by this Agreement other than the duly elected representatives, except as authorized by the Illinois Education Labor Relations Act IELRA. Alleged violations of this section may be litigated in the forum of the grievant's choice but may not be litigated in multiple forums.

ARTICLE II
GRIEVANCE PROCEDURE

Definition

A grievance is a claim by the Association, employee, or group of employees involving an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.

Purpose

The primary purpose of this procedure is to provide a method for processing a grievance. In the belief that such a procedure should be expedient, the following outlines the steps open to the grievant. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

Representation

The grievant has the right to an Association representative of choice. The grievant shall be present at all grievance discussions unless the Director, Association and the grievant mutually agree that the grievant presence is not desirable or necessary. When party, illness or incapacity of requires the presence of the grievant at a grievance hearing the grievant shall be grounds for any necessary extension of grievance procedure time limits.

2.1 Informal Step

The party with the concern shall discuss the matter with his/her immediate supervisor within ten (10) days of the perceived contract violation with the objective of resolving the issue informally. When a grievance is based upon the decision of the Henry-Stark Director, it shall commence with the Director, not with the immediate supervisor.

2.2 Written Grievance

If, after consultation, a satisfactory resolution has not been reached at the informal level, the grievant may submit a formal written grievance with the immediate supervisor or the Director, as noted in 2.1 above. The written grievance shall be submitted within twenty (20) days of the original event-giving rise to the grievance. The immediate supervisor or Director, whichever is applicable, must provide a written response within twenty (20) days of receipt of the formal grievance.

2.3 Director Step

If the grievant remains dissatisfied with the written decision, the grievant may submit in writing, within ten (10) days of the written response in 2.2 above, such grievance to the Director of Special Education. The Director shall meet to discuss the problem with the grievant and attempt to come to a resolution regarding the issue. The Director shall provide a written decision within ten (10) days after the scheduled meeting with the grievant.

2.4 Mediation by Agreement

The parties may, by mutual agreement, submit the grievance-to-grievance mediation. If both parties agree to the grievance mediation procedure, both will request the services of the Federal Mediation and Conciliation Service to assign a grievance mediator. If the grievance is not resolved at grievance mediation, the Association may submit the grievance to arbitration. If the grievance is not submitted to arbitration within thirty (30) days after the grievance mediator's meeting, the grievance shall be automatically withdrawn.

2.5 Arbitration

If the Association is not satisfied with the disposition of the grievance at Step 2.3 or Step 2.4 (if a mediator's meeting occurred), the Association may submit the grievance to final and binding arbitration. Arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties from a roster of arbitrators provided by the American Arbitration Association. Within thirty (30) days after the Association requests binding arbitration, the two (2) parties will request the American Arbitration Association to provide a panel of arbitrators per the Voluntary Rules of the American Arbitration Association (AAA). Expenses for the arbitrator's services shall be borne equally by both parties.

The decision of the arbitrator shall be final and binding on the parties. In his/her opinion, the arbitrator shall not amend, modify, nullify, ignore, or add to the Agreement's provisions.

If a demand for arbitration is not filed with the Board within thirty (30) days of the date of receipt of the response from Step 2.3 or within thirty (30) days after the grievance mediator's meeting (2.4), the grievance shall be deemed withdrawn.

2.6 Time Limit "Days"

All time limits shall consist of school days, which are defined by the District's calendar, except when a grievance is submitted less than ten (10) days before the close of the school term or during the summer. Under those conditions, time limits shall consist of office workdays.

2.7 Bypass

Any step of the grievance procedure may be bypassed by mutual agreement. When a grievance is based upon the decision of the Henry-Stark Director, it shall commence with the Director, not with the immediate supervisor.

2.8 Grievance Withdrawals or Settlement

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

2.9 Class Grievance

The Association at Step 2.3 may file class grievances involving one (1) or more employees.

2.10 Release Time

If an arbitrator requires the presence of a witness during hearing, that employee shall be released to testify without loss of pay or benefits.

2.11 Response Time

Time is of the essence in a grievance procedure. If the grievant or Association has not received a response within the times indicated, the grievant or Association will have the right to proceed to the next step. If the grievant or Association does not appeal the decision from a prior step within the time stated or does not commence a grievance within the time stated, the grievance shall be deemed withdrawn and will be time-barred.

2.12 No Reprisals

The Executive and Governing Boards, the Administration, or the Association shall make no reprisals against any employee or his/her family because of the employee's participation or refusal to participate in a grievance shall take no reprisals.

2.13 Records

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

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

3.1 Right of Representation

When any employee is required to appear before a Coordinator, the Director, the Executive Board, or Governing Board concerning any matter that an employee could reasonably assume might result in some disciplinary action against the employee or which could adversely affect the continuation of that employee in his/her position of employment, or which could adversely affect his/her salary, the employee shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such meeting. The specific representative must be reasonably available. If not, the employee shall be required to select another Association representative.

3.2 Use of District Facilities

The District shall allow the Association to use its facility for Association meetings outside the employee's workday. However, the use of said facility shall be with reasonable advanced notice, subject to availability.

3.3 Use of District Equipment

Upon receiving approval from the Director, the Association may use District computers, copiers, and staplers subject to availability. The Association shall reimburse the District for the cost of any consumable materials.

3.4 Use of Mailboxes

To communicate with members of the bargaining unit, the Association shall have the right to place materials in non-USPS internal employee mailboxes in member districts. A copy of said materials, including mass e-mailings, is to be provided to the Director.

3.5 Notice of Meetings

The Association President or his/her designee shall be given written notice of any regular or special meetings of the Executive and Governing Boards and a copy of the agenda within the exact public notice requirements as required by the Illinois Open Meetings Act. The Association President shall receive the approved Board minutes within 5 days after they have been approved.

A member of the Association will be excused from work, with pay, to attend all regular and specially called meetings of the Executive and Governing Boards, provided that the member's attendance does not result in a substitute teacher being used more than once per month.

The parties intend the Association to rotate its representatives to attend Executive and Governing Board meetings. Upon receiving notice from the Director of a specially called meeting, the Association will designate its representative no later than twenty-four (24) hours prior to the meeting, earlier if feasible.

3.6 Review of Personnel File

Except as otherwise provided in the Personnel Records Review Act, employees shall be permitted to inspect all or any part of their personnel records within seven (7) working days of making such a request. The employee may request a form supplied by the District or other written means, such as an email or text. If the District can demonstrate that it cannot meet this deadline, it shall have an additional seven (7) days to comply. An employee may obtain a copy of the information or part of the information in the personnel record at or after the time provided for inspection. An employee seeking copies over 10 pages will be charged a fee as determined by the Henry-Stark Counties Special Education District, not to exceed the cost to be established by the Governing Board annually.

Records inspection shall occur at the Henry-Stark Administrative Offices during regular business hours. The District may permit inspection at another time or place more convenient to the employee upon the decision of the Director. The employee shall have the right to put in his/her personnel file a written reaction to any of its content. The District may have an agent present during the review. If the employee demonstrates that he/she cannot review the record at the district office, the District shall, upon written request, mail a copy of the record requested to the employee. The District may require the employee to pay for the costs of mailing. (Personnel Policy #46; Article XXII "Maintenance, Inspection, Dissemination of Personnel Records")

3.7 Calendar

The district will assign employees to follow either the Henry-Stark Counties Special Education District calendar or the calendar of the district to which they are assigned. In the event that an employee is assigned to more than one district, the District will assign the calendar to be followed with input from the affected employee.

3.8 Printing of Agreement

A copy of this Agreement shall be available on the Henry-Stark Counties Special Education District's website within thirty (30) days after it is signed. New employees will receive a physical copy of the contract when hired. An editable copy of the contract will be provided to the Association president.

3.9 Disciplinary Procedures

The Director may progressively impose discipline for remediable offenses or violations of work rules in the form of oral warning, written warning, and suspension without pay of up to three days. The Executive Board may impose suspension without pay for up to ten days or demotion.

In ordinary and minor cases, the initial step shall be oral warning. In other situations, including but not limited to employees using, possessing, or being under the influence on the job of alcohol, illegal drugs, lying to the employer about job-related activities, fighting or other violence, stealing, or otherwise obtaining unauthorized control over the property of others in relation to work, or violations of criminal law, the employee shall be, in the discretion of the Governing Board, subject to immediate discharge, without lesser forms of discipline first being imposed.

The Director may remove an employee with pay and benefits from employment duties while investigating possible employee wrongdoing. Such removals, called "administrative leave," are not discipline and are not subject to just cause review.

The Association may seek review of discipline in the form of suspension without pay, demotion, or discharge via the grievance process. Non-probationary educational support personnel may be suspended without pay, demoted, or discharged only for just cause. Discipline will be done in accordance with Board Policy.

The "Just Cause" standard applies only to an employer's decision to suspend or discharge an educational support employee without pay.

3.10 Dues Deductions

Any employee who is a member or has applied for membership in the Association may sign and deliver to the District an authorization for continuous dues deduction. The Association shall provide the appropriate authorization forms. The authorization shall remain in effect yearly unless the employee revokes said permission in writing. New authorization slips will not be required each year. Upon receipt of a revocation, the District shall notify the president of the Association of the revocation in writing within five (5) days.

Before September 30th, the Association shall certify the names of the individuals involved and the annual deduction amount. The District shall not be expected to begin such deductions until the annual certification is made. The number of paychecks to be received by an employee between October and May inclusive shall divide the annual dues, and the resulting amount shall be deducted from each paycheck. If an employee so authorizes, the District will deduct the pro-rated Association dues certified for those who elect to join the Association after the commencement of the school year in as equal installments as possible to ensure that the May 30th paycheck deducts the certified dues.

It shall be the responsibility of the Association to collect directly from the employee:

1. dues owed after the cancellation of a deduction authorization;
2. dues owed before the time the deduction authorization became effective;
3. dues missed because of insufficient earnings;
4. dues owed after termination of employment or during a leave of absence without pay.

The Board shall remit said deducted dues to the Association within ten (10) days following the pay period for which the deduction is made.

The Association agrees to save the Board harmless against all claims, demands, suits, or other forms of liability pertaining to dues deduction.

3.11 Association Meetings

The Director and the Association President shall agree upon calendar dates for four (4) Association meetings after school is dismissed. On said dates, the employees who attend the meetings may leave the classroom after students have been dismissed.

3.12 Association/District Communications

The Association and Board recognize the importance of communication in maintaining good relationships. To provide a free exchange of ideas, the Director and his/her designee may meet with the President of the Association and his/her designee (including one representative from each building) as needed during the school year to discuss items of interest to either party. Either party may initiate these meetings, giving at least seven (7) days' notice of its desire to have a meeting and furnishing an agenda of items it wishes to discuss when it gives said notice. The requirements of this section shall apply to general labor relations type meetings and no other types of meetings between the parties.

ARTICLE IV

HOURS OF WORK

4.1 **Workday – Certified Staff**

Certified Employees must keep the same minimum hours of attendance as the district staff where their assignments are located. All full-time employees shall have a 30-minute duty-free lunch period. Certified employees are expected to participate in normal building activities that occur after the school day.

4.2 **Workday – Educational Support Employees**

Educational support employees whose work hours are not otherwise designated shall correlate with student attendance days within their work assignment for no less than 176 days per school year. Accordingly, initial hours of work will be the actual starting and ending times of the students during student attendance days, which includes a 30-minute duty-free (unpaid) lunch, by where their assignments are located for no less than 176 days per school year (This constitutes the 176 student attendance days). Individual job assignments will be reviewed regularly to determine if additional work time is required for that particular job assignment. If it is determined that the job assignment in question requires additional working hours, the Director will notify the individual of the new required working hours for the job assignment. Should a member district desire to have district educational support employees attend district-level training or events, they may do so by request. Educational support employees required to participate in such events, activities, etc., shall be paid their normal hourly rate.

The work hours for custodial staff whose work hours are not otherwise designated shall not be less than 8.0 hours per day, which includes a 30-minute duty-free (unpaid) lunch. Except for days when students are not in attendance, the workday shall be 7.5 hours per day, which includes a duty-free (unpaid) lunch. The Director will determine the actual starting and ending times.

4.3 **Overtime Hours of Work for Educational Support Employees**

All regular non-exempt employees who work more than forty (40) hour work week shall be paid one and one-half times their regular hourly rate of pay for each hour worked beyond forty (40). Non-exempt employees shall be paid their regular hourly rate of pay for hours worked up to and including forty (40) in a workweek.

Non-exempt employees shall obtain approval of the Director or his designee in writing in advance, before working other than regularly assigned hours including prior to working overtime. Non-exempt employees shall be paid at the applicable rate for all hours worked.

ARTICLE V

EMPLOYMENT CONDITIONS

5.1 Notification of Assignments

All regularly employed employees shall be given written notice of their tentative assignments for the forthcoming year before their current work year ends. In the event the District deems changes in such assignments necessary, the employees affected shall be notified promptly in writing of the proposed change. They may have an opportunity to consult with the Director or designee regarding the change.

5.2 Job Descriptions

In cooperation with the Association, the District will periodically review job descriptions for all job categories. Any subsequent revisions to the job descriptions will be recommended to the Governing Board for final approval. In the case of new positions, reorganization of work, descriptions or duties modified due to change in law or regulation, or judicial interpretation, the Association shall have the opportunity to review, comment upon, and provide input regarding the job description before the description is modified. Any changes to the job descriptions will be disseminated to employees no later than 10 days after changes are made to the job description. All employees will receive a copy of their job description when hired. All current job descriptions will be available on the Henry-Stark Counties Special Education District website.

5.3 Certified Staff Sequence of Honorable Dismissal List

The District shall provide the Association president with the Certified Staff seniority list and sequence of honorable dismissal list no later than 75 days before the end of the school term.

5.4 Reduction in Educational Support Employees

A. Educational Support Personnel Seniority List

The District shall post and provide the Association with a tentative list of educational support personnel seniority by February 1, annually. Employees shall have ten (10) calendar days from the posting date of the tentative seniority list to file written objections with the Director or designee to the information shown on the list, including the employee's ranking or category. After the objection period has passed, the administration shall prepare and post a finalized seniority list by February 15.

Seniority Lists will be available on the Henry-Stark Counties Special Education District website.

B. Definition of Seniority

Seniority is the length of an educational support employee's service starting with the first day on which duties are performed if the employee successfully completes the probationary period. In order for an employee to have seniority, he/she must have successfully completed the probationary period. Once an employee has successfully completed the probationary period, seniority shall be retroactive to the first day duties are performed in the probationary period.

1. Seniority is lost upon the following:
 - a. Resignation;
 - b. Dismissal; and
 - c. Retirement.

2. Seniority is retained but shall not accrue during the following:
 - a. Unpaid leave of absence;
 - b. Unpaid sick leave and
 - c. The period of layoff is as established by this Agreement.

3. Seniority continues to accrue during the following:
 - a. Paid leave of absence
 - b. Temporary disability under IMRF and
 - c. FMLA leaves of absence

C. Seniority List

The district shall publish a seniority list for each of the following educational support employee categories of position:

1. Highly Qualified Instructional Aide,
2. Custodians
3. Hearing Impaired Interpreters
4. Board Certified Behavior Analysis (BCBA)
5. Occupational Therapists (OT)
6. Certified Occupational Therapist Assistant (COTA)

Employees changing job categories shall begin a new probationary period.

An employee shall accrue seniority as listed in the category he/she is currently employed and shall retain any previously accumulated seniority in any other category the employee has worked. However, seniority shall accumulate in only the category in which the employee is presently employed.

D. Consultation with Association

When the District decides it is necessary to reduce the number of employees in the bargaining unit because of enrollment or funding, the Association President will be informed in advance of any public announcement pertaining to the same. The Association shall be allowed to discuss the number of employees not to be reemployed, the positions to be eliminated, and alternatives to such changes.

E. Layoff Procedures

If an educational support employee is removed or dismissed as a result of the District's decision to decrease the number of employees or discontinue some particular type of service, written notification shall be given to the employee by certified mail, in accordance with the Illinois School Code, together with a statement of honorable dismissal and the reason, therefore. The employee with the shorter length of continuing service with the District within the respective category of position shall be dismissed first.

F. Payment of Wages

When the District honorably dismisses an educational support employee due to a desire to decrease the number of educational support personnel employees employed by the board or to discontinue some particular type of educational support service, the employee shall be paid all earned compensation the next regularly scheduled pay date. Individual employee insurance benefits shall continue through August 31st for honorably dismissed employees employed for the entire previous school year.

G. Recall

If the District has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered to the employees removed or dismissed from that category of position, so far as they are qualified to hold such position.

H. Waiver of Recall Rights

If the employee fails to respond within ten (10) calendar days after receiving the District's letter of recall sent by certified mail to the employee's address on file with the District recalling such employee, the employee's right of recall to the vacant position will be terminated. The employee shall be responsible for informing the Director of any change in home address.

I. Breaking of Ties of Employment with Equal Seniority

Should a conflict arise concerning two (2) or more educational support employees with identical lengths of continuing service within a category, seniority shall be determined by the total number of years of service to the District, regardless of whether or not the service is continuous. If the total years of service remain identical, a lot selection shall be held, witnessed by an Association representative.

J. Probationary Status – Educational Support Employees

A newly hired educational support employee shall be considered a probationary employee for the first ninety (90) workdays of his/her employment and, within those ninety (90) workdays, may be discharged at any time without notice, compensation, or assigning any reason whatsoever.

5.5 Vacancy Notice

All vacancies shall be posted in the administrative office, and an electronic copy will be sent to the Association's President and all members. The District shall post the vacancy notice for seven (7) calendar days, during which any internal candidate may apply for the vacant position. The required posting period may be waived by mutual agreement of the Association President and the Director. Nothing prohibits temporarily filling a vacancy pending the posting period and selection by the District of an individual to fill the vacant position. If the number of annual employment days of the vacant position is changed (either increased or decreased) before filling the position, the position will be reposted as stated above, unless the changed number of days was shown in the original notice. During the summer, vacancies will be posted electronically on the District website and www.iasaedu.org, and a copy will be sent electronically to the Association President and all members. Nothing in this paragraph prohibits external applicants from applying for vacancies.

Employees may request a voluntary transfer to a position for which they are qualified at any time. When it is necessary to involuntarily transfer or reassign employees within a building or a classification, to the extent possible, all volunteers shall first be considered. The Director shall determine the selection for involuntary transfer after considering volunteers, with input from teachers, coordinators, and district administrators.

5.6 Mileage

Employees who the Director authorizes to use their personal vehicles for official business shall be reimbursed at the rate determined by the IRS for mileage related to the performance of duties per the following: (1) traveling between assignments within Henry-Stark boundaries, utilizing the District's established mileage chart, or (2) traveling outside Henry-Stark boundaries for approved work-related travel. The rate shall be set on a fiscal year basis. Mileage incurred "commuting" will not be reimbursed.

5.7 Extended Year Definitions

Salaried certificated employees the Director authorizes to work an extended year shall be compensated at the employee's per diem for days worked beyond their work year, typically one hundred eighty (180) days. Employees who are paid hourly will be paid for all hours worked at the employee's normal pay rate. If the extended work is part-time, the compensation will be prorated.

5.8 Reduction in Force for Certified Personnel

A. Layoff Procedures

The Director will give the President of the Association advanced notification when it is necessary to reduce the Certified Staff because of declining enrollment, program elimination, or financial necessity. The Sequence of Honorable Dismissal List will be used according to the 105 ILCS 5/24-12 of the *Illinois School Code* for the Reduction in Force (RIF).

B. Definition of Seniority

Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority:

1. The certified employee shall acquire seniority rights upon employment in the District;
2. Continuous service shall revert to, from the first day the employee is paid for his/her duties in full-time continuous service, which leads to tenure; and,
3. Approved paid leaves of absence shall count in determining District seniority. Unpaid leaves of absence shall not count when determining seniority. Unpaid leaves of absence of 90 or more consecutive or intermittent days within one school year shall not count.

C. Breaking of Ties of Employment With Equal Seniority

If District seniority is equal between two (2) or more licensed employees within the same evaluation categories, the following criteria shall be used in determining which professional employees the District shall honorably dismiss:

1. Seniority shall be determined by the total number of years of service to the District regardless of whether or not the service is continuous;
2. If the total years of service to the District as determined above are equal, then seniority shall be determined by the employee's total years of TRS service and

3. If the total years of service to the District are equal, District seniority shall be determined by a random lot selection witnessed by an Association representative.

D. Consultation with Association

When the District decides it is necessary to reduce the number of employees in the bargaining unit because of enrollment or funding, the Association President will be informed in advance of any public announcement pertaining to the same. The Association shall be given an opportunity to discuss the number of employees not to be reemployed, the particular positions to be eliminated, and alternatives to such changes.

E. Payment of Salary

When the District dismisses a licensed employee due to a desire to decrease the number of licensed employees employed by the board or to discontinue some particular type of service, the employee shall be given the option of being paid all earned compensation on or before the third business day following his or her last day of employment or the next regularly scheduled pay date. Individual employee insurance benefits shall continue through August 31st for honorably dismissed employees employed for the entire previous school year.

F. Recall

If the District has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions becoming available shall be filled in accordance with 105 ILCS 5/24-12 of the School Code.

G. Waiver of Recall Rights

If the employee fails to respond within ten (10) calendar days after receiving the District's letter of recall sent by certified mail to the employee's address on file with the District recalling such employee, the employee's right of recall to the vacant position will be terminated. It shall be the responsibility of the employee to inform the Director of any change in home address.

5.9 Direct Deposit of Paychecks

All new and current employees will have their paychecks, mileage, and reimbursement checks direct deposited to the approved financial institution of their choice. Pay stubs will also be made available through the Henry-Stark online financial program for each employee. If an employee has a circumstance that requires them to receive a hard copy of their pay stub, they will provide written notice to payroll 10 days prior to the first day of work each year requesting that their pay stub be mailed.