

CONTRACT

BETWEEN

DISTRICT #328

HAMILTON FEDERATION OF TEACHERS

LOCAL 3757

IFT/AFT, AFL/CIO

AND

THE BOARD OF EDUCATION

OF

THE HAMILTON COMMUNITY CONSOLIDATED

SCHOOL DISTRICT #328

AUGUST 2013 - AUGUST 2016

TABLE OF CONTENTS

ARTICLE I	RECOGNITION
ARTICLE II	NO STRIKE
ARTICLE III	NEGOTIATION PROCEDURE
ARTICLE IV	ASSOCIATION RIGHTS
	4.1 Membership
	4.2 Use of District Facilities
	4.3 Conferences
	4.4 Financial Information
ARTICLE V	GRIEVANCE
	5.1 Scope
	5.2 Procedure
ARTICLE VI	EMPLOYMENT CONDITIONS
	6.1 Traveling Teachers
	6.2 Assignments
	6.3 Personnel File
	6.4 Use of Equipment
	6.5 Lunch Period
	6.6 Posting of Vacancies
	6.7 Transfer
	6.8 Seniority
	6.9 Teacher Evaluation
	6.10 Suspension & Dismissal
	6.11 Professional Growth
	6.12 Communications
	6.13 Substituting - Other Teachers
	6.14 Early Dismissal
	6.15 Professional Calendar
	6.16 Selection of Administrators
	6.17 Conferences
ARTICLE VII	LEAVES
	7.1 Jury Duty
	7.2 Sick Leave
	7.3 Bereavement Leave
	7.4 Personal Leave
	7.5 Teacher Workday
ARTICLE VIII	FAIR SHARE
ARTICLE IX	COMPENSATION AND BENEFITS
	9.1 Insurance
	9.2 Extra Curricular Salaries
	9.3 Retiring Teacher Pay
	9.4 THIS Pay

- 9.5 Longevity
- 9.6 Limitation on TRS Creditable Compensation

ARTICLE X

EFFECT OF AGREEMENT

- 10.1 Copies
- 10.2 Duration
- 10.3 Individual Contracts
- 10.4 Complete Understanding
- 10.5 Waiver of Additional Bargaining
- 10.6 Prior Agreements
- 10.7 Validity

Salary Schedule - 2013-2016

Longevity Schedule 2013-2016

Extracurricular Schedule - 2013-2016

Board/Bargaining Unit Agreement

ARTICLE I - RECOGNITION

The Hamilton School District No.328 Board of Education, hereafter referred to as the "Board", hereby recognizes the Hamilton Education Association, AFT Local 3757, hereafter referred to as the "Association" as the sole negotiating agent for all regularly employed full-time and part-time certified personnel, counselors, and librarians, hereafter referred to as "teachers", except for the superintendent, principals, and any assistant principals.

ARTICLE II - NO STRIKE

- 2.1 During the term of this Agreement and any extension thereof no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize any strike, slowdown or other refusal to render full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.
- 2.2 Neither the Board of Education, its members, officers, or administrators, nor the Union, its members or officers, shall take any action which constitutes reprisal or retaliation against each other or any student or parent who is not an employee of the District as a result of the Union or its members engaging in a strike, or as a result of the Board's actions in response thereto.

ARTICLE III - NEGOTIATION PROCEDURE

The Board agrees that teachers have a right to organize and to participate in professional negotiations with the Board. The teachers shall also have a right to refrain from such activities.

All negotiations shall be held in closed session unless otherwise mutually agreed by the parties.

Both parties agree to negotiate in good faith. For the purposes of this Agreement, good faith shall mean meeting at reasonable times and at reasonable places, to discuss such issues as may be mutually agreed, and to make proposals and counter-proposals in an effort to reach a collectively bargained agreement

ARTICLE IV - ASSOCIATIONS RIGHTS

- 4.1 **Membership**
Employees shall be free to join the Association without interference or penalty.
- 4.2 **Use of District Facilities**
- A. The Association shall not be denied the reasonable use of employee mail boxes and one bulletin board per attendance center as designated by the building principal for the purpose of Association-communication.
- B. The Association may have reasonable use of a photo copy machine for the purpose of preparing negotiation proposals.
- C. The Association may from time to time request the use of a school room for the purpose of holding meetings of members of the bargaining unit. Such request may be granted or denied by the administration in the event such use would interfere with the activities of the district or any

other group.

4.3 Conferences

The Association shall be granted the right to send two representatives for one day or one representative for two days to any of the following: an Association Workshop, or a State Association Convention, or a National Association Convention. The District shall be reimbursed by the Association for any costs of a substitute hired by the District.

4.4 Financial Information

The Board agrees to provide the Association annually a copy of the District's approved budget together with a copy of the financial audit of the District.

ARTICLE V - GRIEVANCE

5.1 Scope

A grievance shall be defined as a claim by a member of the bargaining unit of violation of any provision of this Agreement.

5.2 Procedure

Stage One

The teacher shall attempt to resolve any potential grievance in an informal discussion with his or her attendance center principal within ten (10) school days from the time the employee became aware of the occurrence of the first event giving rise to the alleged violation of this Agreement. The attendance center principal shall respond orally within ten (10) school days of the informal discussion.

Stage Two

If the grievance cannot be resolved at Stage One, the employee shall file a written statement of the grievance with his or her attendance center principal. Such written statement of grievance shall be filed within ten (10) school days from the receipt of the oral response of the attendance center principal and shall contain a statement of the factual basis of the grievance and the section or sections of the Agreement which are alleged to have been violated. The attendance center principal shall respond in writing within ten (10) school days of receipt of the written grievance.

Stage Three

If the grievance is not resolved at Stage Two, the employee may appeal the decision of the attendance center principal in writing to the District Superintendent within ten (10) school days of receipt of the written decision of the attendance center principal. The District Superintendent shall respond in writing within ten (10) school days of the receipt of the written appeal.

Stage Four

The parties may mutually agree to grievance mediation in the event a grievance is not satisfied or resolved at Stage Three.

Stage Five

If the grievance is not satisfactorily resolved at Stage Three, the Association shall submit to the

superintendent within twenty (20) school days of receipt of the answer in Step Three a written request on behalf of the grievant to enter into binding arbitration.

Arbitration proceedings shall be conducted by an arbitrator to be selected from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Association requests binding arbitration the two parties will request the American Arbitration Association to provide a panel of seven (7) arbitrators. Each of the two parties, the School Board attorney and the IFT/AFT Field Director or their representative, will alternately strike one name at a time from the panel until one name shall remain. Expenses for arbitrator's services will be borne equally by the District and the Association.

The arbitrator's decision shall be binding on all parties. The arbitrator shall not amend or modify any of the provisions of this Agreement. The arbitrator's authority shall be strictly limited to declining only the issue or issues presented to him in writing by the school District and the Association and shall be based solely on the wording of this Agreement. The arbitrator shall be limited to directing the parties to comply with the terms of this Agreement.

The Board acknowledges the right of the teacher to request the Association's grievance representative to be present at any level of grievance.

Time Limits

Time limits may be extended at any level by mutual agreement of both parties.

ARTICLE VI - EMPLOYMENT CONDITIONS

6.1 Traveling Teachers

Teachers who are required to use their personal vehicles in the course of their employment or otherwise use their vehicle in authorized service to the School District shall be reimbursed at the IRS rate established January 1 of each year.

Teachers shall have the option of selecting a lower rate for tax purposes.

6.2 Assignments

- A. Teachers shall be notified in writing no later than July 15 of their tentative teaching assignment for the following school term, as to grade level, school, and subject area. Specific class titles shall be available no later than 14 days prior to the first teacher attendance day.
- B. Unless agreed to by the teacher, a teacher will not be required to teach more than one academic class during the same class period. This does not apply to vocational-technical education classes or special education classes.
- C. In the event that a change of assignment is necessitated by one of the following: death of an employee, resignation from teaching position, termination, leave of absence, illness, changes mandated by State or Federal law, schedule changes, enrollment changes, the teacher shall be notified in writing and consulted with as soon as possible.
- D. Ticket taker/seller duty at school events, and the reimbursement therefore, shall first be offered to bargaining unit member volunteers. The principal may then offer the duties to individuals

outside the bargaining unit. If there are insufficient volunteers, the principal or his/her designee may assign those tasks to bargaining unit members on a rotation basis. If a teacher is assigned and cannot serve, it shall be the teacher's responsibility to find a replacement.

- E. Members of the bargaining unit will be considered first for extra duty assignments. However, the Board's decision is final regarding the filling of any extra duty position.

6.3 Personnel File

- A. Only one official Board file shall be kept for each employee.
- B. All comments placed in the teacher's file must be accompanied by the signature of both the teacher and the administrator. The teacher will sign an acknowledgment of the entry of the document into his/her file. The signing will in no way mean agreement with the content of the file entry.
- C. No matters pertaining to the grievance procedure shall be included in the teacher's personnel file unless so requested by the employee.
- D. All matters pertaining to a grievance shall be treated as confidential and shall not be used regarding re-employment, promotion, assignment or transfer.
- E. Each employee shall have the right to review the contents of his/her official personnel file in the central office during regular business hours. He/She also will be allowed to place therein written reactions to any of its contents with the exception of university files of a confidential nature.
- F. A representative of the Association may, at the employee's request, accompany the employee in the review.
- G. Said employee shall sign a written waiver waiving the secrecy of his file to said representative.
- H. The employee may not remove any material from the file.
- I. With at least one school day's notice to the superintendent, the employee will be allowed to have copied anything in their file except university files of a confidential nature, or other confidential material as stated by law. Personnel file information may be copied only by the superintendent or his/her designated person.
- J. When a teacher feels any negative comment placed in their file has been corrected and/or no longer exists, said teacher may approach the administration to discuss justification for removal of that comment. At such time, the administration may:
 - a. remove the comment,
 - b. attach to the comment a dated notice stating that this situation no longer exists, or
 - c. leave the comment in the file; as is.

6.4 Use of Equipment

In an event where office personnel are not available, teachers may have access to, and professional use of, the copy machine, computers, phones and fax machine. If an abuse is

suspected, the administrator reserves the right to question this type of teacher usage, and this privilege may be removed from a teacher.

6.5 Lunch Period

Lunch periods for teachers whose duties require attendance at school for four (4) or more block hours in any school day inclusive of the duty free-lunch period, shall be entitled to a duty-free lunch period equal to the regular local school lunch period, but not less than thirty (30) minutes in each school day.

6.6 Posting of Vacancies

The superintendent shall post in each attendance center a notice of all vacancies for positions requiring certification and teacher aides as they occur in the District. During the summer, notices will be sent to all certified employees who request in writing such information and who leave a self-addressed stamped envelope in the superintendent's office. The Union will supply the forms.

6.7 Transfer

Teachers may request consideration for vacancies or transfer. Such requests shall be in writing. The District shall grant or deny such requests in its sole discretion and shall base any decision upon its determination of the best interests of the District. In filling such vacancies, the District shall consider not only qualifications under Document 1, but also the seniority in the District of the applicant. No such grant or denial shall constitute a precedent nor serve as a basis for a grievance under the terms of this Agreement. The District shall keep a list of vacant positions which shall be available to the teachers on request.

6.8 Seniority

- A. The District shall develop annually a list of tenured certified staff members showing the relative years of teaching experience in the District for each such teacher. Teachers shall have fifteen (15) days from the date the list is distributed to notify the Board in writing of any errors in the list.
- B. As between teachers who have the same length of teaching service with the District, the teacher who has attained the highest educational degree shall be deemed to have the greater seniority.
- C. If two (2) or more teachers have the same length of teaching service in the District and have equal education degrees, the teacher with the greater number of graduate hours beyond the highest degree earned, shall be deemed to have the greater seniority.
- D. If two (2) or more teachers have the same length of teaching service in the District; have equal education degrees; and have the same number of graduate hours beyond the highest degree earned, the teacher with the longest total teaching service, whether or not continuous and whether or not in Hamilton Community Consolidated School District #328 shall be deemed to have the greater seniority.
- E. Finally, if two (2) or more teachers have the same length of teaching service in the District; have equal education degrees; have the same number of graduate hours beyond the highest degree earned; and have equal length of total teaching service, whether or not continuous and whether or

not in Hamilton Community Consolidated School District #328, a random lot selection will be conducted by the Board of Education to determine which teacher has the greater seniority.

F. In the event that this provision conflicts with statute(s), the statute will control.

6.9 Teacher Evaluation

- A. The primary purpose of teacher evaluation is to improve the quality of instruction. Its intent is to enhance student achievement, measure performance of personnel and make recommendations for further employment.
- B. The teacher and the Board further recognize the value and importance of establishing a procedure for evaluation and assisting the classroom teaching progress and success of both non-tenure and tenure teachers.
- C. Scheduled formal evaluation of classroom teaching performance shall be in accordance with the following procedure:
1. No scheduled formal evaluation of a teacher shall take place until a supervisor has met with teachers as a staff to acquaint them with the teacher evaluation procedures, standards and instruments.
 2. No scheduled formal evaluation of a teacher shall take place the first two weeks or last two weeks of school except as required by Chapter I, Section 50.50, Subchapter b, Paragraph 1, Part 2, Illinois Administrative Code, under unsatisfactory evaluations.
 3. Non-tenured teachers shall be evaluated in writing a minimum of twice per school year. Such evaluations shall result in at least one summative evaluation per school year.
 4. Tenured teachers shall be evaluated in writing a minimum of once every two years. Such evaluation shall result in at least one summative evaluation.
 5. A conference to discuss the evaluation shall be held within ten (10) full school days of the formal evaluation unless it is mutually agreed by the teacher and supervisor to postpone to a later date.
 6. A copy of the written evaluation shall be placed in a sealed envelope in the teacher's mailbox the day preceding the conference.
 7. All scheduled formal evaluation of classroom teaching performance of a teacher shall be conducted openly with advanced knowledge of the teacher.
 8. If a teacher feels the formal written evaluation of classroom teaching performance was incomplete or inaccurate, the teacher may put those objections in writing and have them attached to the evaluation report.
 9. The procedures set forth in this section of the Agreement do not limit the right of

management to utilize informal observations and other evaluative criteria for considering competency of any teacher.

6.10 Suspension and Dismissal

Suspension and dismissal of staff will follow State and Federal guidelines.

6.11 Professional Growth

- A. The District will pay 90% of the tuition reimbursement, which will be paid at the average of all public Illinois University tuition rates, for any teachers seeking an advanced degree which relates to their position in the District or which will help them become certified to teach another area for the District. To qualify for tuition reimbursement, courses must be taken at an institution listed in the directory of approved programs for the preparation of educational personnel in Illinois Institutions of Higher Education. This document can be found at www.isbe.net/profprep/PDFs/directory.pdf. The 90% tuition reimbursement will be paid only if the teacher achieves a "B" or higher in each class to be reimbursed by the District. The form for reimbursement is located in the superintendent's office.
- B. The District will allow 100% tuition reimbursement if the Board of Education requires further education. Full tuition reimbursement will be paid only if the teacher commits to an additional 3 years in the District and achieves a grade of "B" or higher in all classes. The Board of Education will be reimbursed full tuition payments in this program if the teacher leaves the District before their three year commitment has ended.
- C. A teacher desiring to attend an educational workshop or conference in his or her teaching area or for a purpose which will improve instruction, the teachers shall make application to the building principal. The superintendent or his/her designee shall have sole and exclusive authority to approve or deny requests. The limits contained in Article 7.4.G shall be applicable to the approval or denial of requests. A teacher shall have fees prepaid or be reimbursed upon presentation of approved vouchers for expenses for approved leave.

6.12 Communications

At the request of either the Superintendent or the Union, representatives of the Board and the teachers shall meet at mutually agreeable times to discuss ideas and issues related to the operation of the District. The representatives shall not negotiate over wages, hours, and terms and conditions of employment.

6.13 Substituting for Another Teacher

- A. In the case of a scheduled school-related activity, the administration shall secure substitutes in advance, on a rotation basis. If the need for a substitute is known in advance, at least 48 hours notice must be given to the in-house substitute teacher. Teachers shall be asked to substitute only if it is a regularly scheduled planning period for that teacher.
- B. Teachers shall not be compelled to substitute unless it is a bona fide emergency.
- C. If a teacher substitutes for another teacher during the school day that teacher shall receive \$25.00 per instructional period.

6.14 Early Dismissal

Teachers shall be dismissed at 2:15 p.m. the day before designated school holidays provided the District meets the State requirements for the minimum school day. These holidays include, but are not limited to the following: Thanksgiving, Winter and Spring Break.

6.15 Professional Calendar

A committee made up of the superintendent, principals, and a volunteer representative from each building shall input in the calendar development process.

6.16 Selection of Administrators

A committee of four teachers appointed by the Union shall be formed to assist in the selection of school administrators. Teachers serving on this committee shall have input into the selection of said administrators by serving on a panel to interview candidates.

6.17 Conferences

Teachers required by the administration to attend conferences, workshops, and/or seminars shall receive reimbursement for expenses as follows:

- A. Registration: prepaid or full reimbursement
- B. Transportation: Airfare at Coach Class
Mileage at same rate as Section 6.1
Other Commercial as pre-approved
- C. Lodging:
State rates shall be requested
Conference rates where specified
Maximum of \$65/day except for a
Maximum of \$85/day/cities over 200,000
- D. Meals:
Not to exceed rates for Illinois State Employees (receipts required)

ARTICLE VII - LEAVES

7.1 Jury Duty

No teacher's salary shall be reduced while serving as a juror provided that the teacher shall reimburse the District any payment received (less the cost of parking, mileage, meals or other expenses incurred while on jury duty).

7.2 Sick Leave

Each full-time teacher and other certified persons governed by this Agreement shall be entitled to fifteen (15) days per year of sick leave with an accumulation to 340 days. Sick leave shall be

interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

7.3 Bereavement

Each teacher shall be granted four (4) days of bereavement leave per occurrence for the purpose of attending the funeral of a member of the immediate family which shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, and legal guardians. Use of a bereavement day under this section shall not result in a reduction in sick leave.

7.4 Personal Leave

- A. Teachers shall be granted three (3) days annually of personal leave.
- B. Unused personal leave shall accumulate as sick leave.
- C. Personal leave shall be used only for purpose of handling emergency or pressing personal affairs which cannot reasonably be taken care of on the weekend, after school hours, or be delayed until a non-working weekday. Personal leave is not provided for casual or indiscriminate use or for vacation or recreational purposes.
- D. A written application for personal leave shall be made to the building principal. This written application will specify the purpose of the leave under the following categories:
 - a. legal business,
 - b. personal business
 - c. family business
- E. Advance notice of personal leave shall be given as early as possible in advance of the requested leave and except in emergency situations, shall be at least two (2) days prior to the day of the leave. Personal leave will be allowed on a first come, first serve basis. A teacher will be notified prior to the date that they intended to be gone, in the event that the limit on the allowance number of teachers using said days has been met.
- F. Personal leave days may not be taken on the first working day preceding or following a vacation or holiday. However, if the reasons given clearly fall under legal, personal, or family business, the Superintendent may approve these days, both before or following a vacation or holiday.
- G. On any particular day, there will be a limit as to the number of staff members who may take personal leave from a particular building. The limit is three teachers from the Elementary School (24.0 FTE) and four teachers from the Middle/Jr/Sr. High Schools (22.5 FTE).
- H. Staff members are expected to use personal leave in the spirit in which these days are offered. Accordingly, investigation into a staff member's use of personal leave will not generally take place; however, the Board reserves the right to make such investigation if, in their opinion, there has been a possible abuse of this privilege.

7.5 Teacher Workday

The teacher workday shall consist of no more than seven (7) hours and forty-five (45) minutes on Monday through Thursday and seven (7) hours and thirty (30) minutes on Friday. The administration shall determine the beginning and ending time for the workday. Teachers may be required to work beyond the regular school day on occasion to accommodate:

- A. parent/student/teacher conferences;
- B. special education staffing or conferences;
- C. faculty meetings;
- D. open houses;
- E. emergency situations requiring immediate attention; and
- F. extra-duty assignments beyond the regular school day.

A teacher's workday may end prior to the normal ending time for any day with administrative approval.

ARTICLE VIII - FAIR SHARE

- A. It is recognized that the Association's duties as the sole and exclusive bargaining agent entail certain expenses which appropriately are shared by all teachers who are beneficiaries of said Agreement. To this end, if a teacher does not join the Association or execute a dues deduction authorization, the Board shall deduct a sum equivalent to the proportionate share of the cost for services rendered by the Association as authorized by the Illinois Educational Labor Relations Act in equal payments from the regular salary check of the teacher provided:
 - a. The Association has sent to such teacher and posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB and
 - b. The Association has annually certified in writing to the Board the amount of such fair share fee and has annually certified in writing to the Board that such notice has been mailed to all affected non-members.
- B. The Board shall begin such fair share fees deduction no earlier than 14 days after certification of the mailing as described in paragraph 1 of Section A of this Article (or any later period as required by the Rules and Regulations of the IELRB).
- C. The Association, the Illinois Federation of Teachers and the American Federation of Teachers agree to defend, indemnify, and to save the Board harmless against any claims, demand, suit, or other form of liability which may arise by reason of any action taken by the Association of the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's Failure to comply with the lawful obligations imposed upon it by this Section.
- D. In the event a teacher objects to the amount of such fee, the Board shall continue to deduct the fee and deposit such fee in escrow in accordance with Rules and Regulations of IELRB pending final determination on the appropriateness of the fee imposed. Such determination shall be made only after a full hearing before the Illinois Educational Labor Relations Board or any impartial fact-finder appointed by the IELRB as provided by its Rules and Regulations. The Board shall hold such fees in escrow until further order of the IELRB. If the teacher is entitled to a refund, the teacher shall receive such refund plus any interest earned on the refund during the time the action is pending.

- E. If a non-member teacher declares the right of non-association based upon bona fide religious tenets or teaching or a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Education Labor Relations Board in accordance with its rules.

ARTICLE IX - COMPENSATION AND BENEFITS

9.1 Insurance

The District will pay an amount up to 95% of the full single premium toward the PPO plan for each eligible full time certified employee covered by this Agreement. The District will also pay an equivalent value towards the HDHP plan for those eligible and choosing the HDHP plan. Refer to plan document for criteria on eligibility.

For those who have chosen the HDHP Plan, any remaining differential between the contribution by district and the HDHP Plan will be contributed toward a Health Saving Account (HSA) for those eligible to be and are enrolled in the HDHP Plan.

The monthly premium & HSA contributions by the Board shall only be available for those employees eligible to and participating in the District's health insurance plan.

The remaining premium costs of coverage for employee, employee + child(ren), employee + spouse, and family coverage will be paid for by the employee through payroll deduction.

9.2 Extra Curricular Salaries

Extra-Curricular salaries shall be reviewed on a regular basis (at least bi-annually).

9.3 Retiring Teacher Pay

Retiring teachers may be eligible for either Option A or Option B as provided herein. Any teacher who elects to retire under either Option shall be ineligible to receive the benefit provided in the other Option. Both Option A and Option B are subject to the restrictions of 9.6, Limitation on TRS Creditable Earnings.

Option A

In order to be eligible for this incentive, a teacher at the date of retirement must have served a minimum of eighteen (18) full-time years of teaching in the District and have attained whatever requirements may be necessary under the Illinois Pension Code to eliminate any employer paid retirement penalty on behalf of the teacher.

A teacher who notifies the Board and submits his or her irrevocable letter of retirement no later than March 1 of the year preceding retirement shall have his or her total TRS creditable earnings increase by 6 percent (6%) over his or her prior year's total creditable earnings from the District.

A teacher who notifies the Board no later than March 1, two (2) years before retirement shall have his or her total TRS creditable earnings increased by six percent (6%) over his or her prior year's total creditable earnings for each of his or her final two (2) years of employment.

However, a teacher who resigns or declines extracurricular duties or other additional assignments which he or she had performed in his or her prior year of employment shall have his or her salary reduced by the amount of the stipend or pay for such duties. The Board shall not assign new duties or assignments to a teacher who has submitted his or her irrevocable letter of retirement to exercise this retirement option. Any teacher who is removed from any duty or assignment by the Board shall receive the salary increase provided herein, but shall perform comparable duties if assigned by the Board.

A teacher who notifies the Board no later than March 1, three (3) years before retirement shall have his or her total TRS creditable earnings increased by four percent (4%) over his or her prior year's total creditable earnings for his or her third year prior to retirement and shall have his or her total TRS creditable earnings increased by six percent (6%) over his or her prior year's total creditable earnings for each of his or her final two (2) years of employment. However, a teacher who resigns or declines extracurricular duties or other additional assignments which he or she had performed in his or her prior year of employment shall have his or her salary reduced by the amount of the stipend or pay for such duties. The Board shall not assign new duties or assignments to a teacher who has submitted his or her irrevocable letter of retirement to exercise this retirement option. Any teacher who is removed from any duty or assignment by the Board shall receive the salary increase provided herein, but shall perform comparable duties if assigned by the Board.

The Board may limit to three (3) the number of teachers who receive this Retirement Incentive in any one (1) year. If more teachers than who are eligible in any one (1) year apply for the incentive, those eligible shall be selected by total years of service in the District. Any teacher who is denied participation in this Retirement Incentive shall be allowed to withdraw his or her resignation.

Option B

Teachers retiring from active teaching in good standing pursuant to a qualified Teacher Retirement System (TRS) retirement program shall be paid at the time of retirement an amount equal to the substitute teacher daily rate for each day of unused sick leave accumulated in the District which the teacher possesses in excess of 180 days, but in no case greater than thirty (30) sick leave days. Example: Teacher retires with 200 accumulated sick leave days. Teacher is paid for 20 sick leave days at the substitute rate ($200-180=20$). Teacher retires with 260 accumulated sick leave days. Teacher is paid for 50 sick leave days as a result of the cap at the substitute rate ($260-180=80$).

9.4 THIS Pay

Beginning with the 1997-1998 school term the Board shall pay on behalf of each teacher the $\frac{1}{2}$ of 1% THIS payment. The Board's obligation to pay shall be limited to $\frac{1}{2}$ of 1% per teacher and shall not increase notwithstanding any change in the statute.

9.5 Longevity

Teachers who have reached the end of the salary schedule will be eligible to receive longevity increments as outlined in the longevity schedule and corresponding to the lane occupied by the teacher. No teacher shall receive longevity increments for more than 12 years

9.6 Limitation on TRS Creditable Compensation

The purpose of this 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 (5) years of the end of the school year in which the compensation is earned.

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

1. Vertical and horizontal salary schedule movement
Stipends
2. Salary increases
3. Retirement incentives
4. Extra-duties
5. Changes in position or
6. Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than six percent (6%) or be otherwise increased so as to create liability on the part of the Board of 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 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 earning from employment in this School District shall similarly decrease so as to avoid any Board or District penalty 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 six percent (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.

ARTICLE X - EFFECT OF AGREEMENT

10.1 Copies

The Board shall cause sufficient copies of this Agreement to be prepared at its own expense so that each member of the bargaining unit may be given a copy.

10.2 Duration

This Agreement shall become effective August, 2013 and continue through August , 2016.

The extra-curricular salary schedule is separate and not a part of the regular teaching salary schedule. This does not limit the Association to all the remedies set forth by the IELRB.

10.3 Individual Contracts

The terms and conditions of this Agreement shall be in the terms and conditions of the individual

contracts of members of the bargaining unit.

10.4 Complete Understanding

This Agreement constitutes the full and complete understanding between the parties. All rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board. The Board, however, shall take no action which shall violate any of the specific provisions of this Agreement.

10.5 Waiver of Additional Bargaining

The parties acknowledge that during the course of the negotiations which resulted in this Agreement each had the right to make demands, proposals, and counter proposals with respect to any matter not specifically excluded by law and that this Agreement has been arrived at following the full exercise of this right. It is therefore understood that neither party shall be obliged to bargain collectively with respect to any subject or matter referred to or covered by this Agreement or with regard to any subject or matter not referred to or covered by this Agreement during the term of this Agreement.

10.6 Prior Agreements

This Agreement supersedes and nullifies all previous written agreements between the Board and the Association.

10.7 Validity

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

Longevity Schedule 2013-2016

BS	BS+16	MS	MS+8	MS+16	MS+24	MS+32
600	700	900	1000	1100	1200	1300

2013-2014 Salary Schedule

31650 Base
 800 Step
 500 Lane

Step	<u>BS</u>	<u>BS+16</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>	<u>MS+24</u>	<u>MS+32</u>	
0	31650	32150	32650	33150	33650	34150	34650	Base
	2849	2894	2939	2984	3029	3074	3119	TRS
	28802	29257	29712	30167	30622	31077	31532	Salary
1	32450	32950	33450	33950	34450	34950	35450	Base
	2921	2966	3011	3056	3101	3146	3191	TRS
	29530	29985	30440	30895	31350	31805	32260	Salary
2	33250	33750	34250	34750	35250	35750	36250	Base
	2993	3038	3083	3128	3173	3218	3263	TRS
	30258	30713	31168	31623	32078	32533	32988	Salary
3	34050	34550	35050	35550	36050	36550	37050	Base
	3065	3110	3155	3200	3245	3290	3335	TRS
	30986	31441	31896	32351	32806	33261	33716	Salary
4	34850	35350	35850	36350	36850	37350	37850	Base
	3137	3182	3227	3272	3317	3362	3407	TRS
	31714	32169	32624	33079	33534	33989	34444	Salary
5	35650	36150	36650	37150	37650	38150	38650	Base
	3209	3254	3299	3344	3389	3434	3479	TRS
	32442	32897	33352	33807	34262	34717	35172	Salary
6	36450	36950	37450	37950	38450	38950	39450	Base
	3281	3326	3371	3416	3461	3506	3551	TRS
	33170	33625	34080	34535	34990	35445	35900	Salary
7	37250	37750	38250	38750	39250	39750	40250	Base
	3353	3398	3443	3488	3533	3578	3623	TRS
	33898	34353	34808	35263	35718	36173	36628	Salary
8	38050	38550	39050	39550	40050	40550	41050	Base
	3425	3470	3515	3560	3605	3650	3695	TRS
	34626	35081	35536	35991	36446	36901	37356	Salary
9	38850	39350	39850	40350	40850	41350	41850	Base
	3497	3542	3587	3632	3677	3722	3767	TRS
	35354	35809	36264	36719	37174	37629	38084	Salary
10	39650	40150	40650	41150	41650	42150	42650	Base
	3569	3614	3659	3704	3749	3794	3839	TRS
	36082	36537	36992	37447	37902	38357	38812	Salary
11	40450	40950	41450	41950	42450	42950	43450	Base
	3641	3686	3731	3776	3821	3866	3911	TRS
	36810	37265	37720	38175	38630	39085	39540	Salary
12	41250	41750	42250	42750	43250	43750	44250	Base
	3713	3758	3803	3848	3893	3938	3983	TRS
	37538	37993	38448	38903	39358	39813	40268	Salary
13	42050	42550	43050	43550	44050	44550	45050	Base
	3785	3830	3875	3920	3965	4010	4055	TRS
	38266	38721	39176	39631	40086	40541	40996	Salary
14	42850	43350	43850	44350	44850	45350	45850	Base
	3857	3902	3947	3992	4037	4082	4127	TRS
	38994	39449	39904	40359	40814	41269	41724	Salary
15	43650	44150	44650	45150	45650	46150	46650	Base
	3929	3974	4019	4064	4109	4154	4199	TRS
	39722	40177	40632	41087	41542	41997	42452	Salary
16	44450	44950	45450	45950	46450	46950	47450	Base
	4001	4046	4091	4136	4181	4226	4271	TRS

	40450	40905	41360	41815	42270	42725	43180	Salary
17	45250	45750	46250	46750	47250	47750	48250	Base
	4073	4118	4163	4208	4253	4298	4343	TRS
	41178	41633	42088	42543	42998	43453	43908	Salary
18	46050	46550	47050	47550	48050	48550	49050	Base
	4145	4190	4235	4280	4325	4370	4415	TRS
	41906	42361	42816	43271	43726	44181	44636	Salary
19	46850	47350	47850	48350	48850	49350	49850	Base
	4217	4262	4307	4352	4397	4442	4487	TRS
	42634	43089	43544	43999	44454	44909	45364	Salary
20	47650	48150	48650	49150	49650	50150	50650	Base
	4289	4334	4379	4424	4469	4514	4559	TRS
	43362	43817	44272	44727	45182	45637	46092	Salary
21	48450	48950	49450	49950	50450	50950	51450	Base
	4361	4406	4451	4496	4541	4586	4631	TRS
	44090	44545	45000	45455	45910	46365	46820	Salary
22		49750	50250	50750	51250	51750	52250	Base
		4478	4523	4568	4613	4658	4703	TRS
		45273	45728	46183	46638	47093	47548	Salary
23			51050	51550	52050	52550	53050	Base
			4595	4640	4685	4730	4775	TRS
			46456	46911	47366	47821	48276	Salary
24					52850	53350	53850	Base
					4757	4802	4847	TRS
					48094	48549	49004	Salary

2014-2015 Salary Schedule

32000 Base
 800 Step
 500 Lane

Step	<u>BS</u>	<u>BS+16</u>	<u>MS</u>	<u>MS+8</u>	<u>MS+16</u>	<u>MS+24</u>	<u>MS+32</u>	
0	32000	32500	33000	33500	34000	34500	35000	Base
	2880	2925	2970	3015	3060	3105	3150	TRS
	29120	29575	30030	30485	30940	31395	31850	Salary
1	32800	33300	33800	34300	34800	35300	35800	Base
	2952	2997	3042	3087	3132	3177	3222	TRS
	29848	30303	30758	31213	31668	32123	32578	Salary
2	33600	34100	34600	35100	35600	36100	36600	Base
	3024	3069	3114	3159	3204	3249	3294	TRS
	30576	31031	31486	31941	32396	32851	33306	Salary
3	34400	34900	35400	35900	36400	36900	37400	Base
	3096	3141	3186	3231	3276	3321	3366	TRS
	31304	31759	32214	32669	33124	33579	34034	Salary
4	35200	35700	36200	36700	37200	37700	38200	Base
	3168	3213	3258	3303	3348	3393	3438	TRS
	32032	32487	32942	33397	33852	34307	34762	Salary
5	36000	36500	37000	37500	38000	38500	39000	Base
	3240	3285	3330	3375	3420	3465	3510	TRS
	32760	33215	33670	34125	34580	35035	35490	Salary
6	36800	37300	37800	38300	38800	39300	39800	Base
	3312	3357	3402	3447	3492	3537	3582	TRS
	33488	33943	34398	34853	35308	35763	36218	Salary
7	37600	38100	38600	39100	39600	40100	40600	Base
	3384	3429	3474	3519	3564	3609	3654	TRS
	34216	34671	35126	35581	36036	36491	36946	Salary
8	38400	38900	39400	39900	40400	40900	41400	Base
	3456	3501	3546	3591	3636	3681	3726	TRS
	34944	35399	35854	36309	36764	37219	37674	Salary
9	39200	39700	40200	40700	41200	41700	42200	Base
	3528	3573	3618	3663	3708	3753	3798	TRS
	35672	36127	36582	37037	37492	37947	38402	Salary
10	40000	40500	41000	41500	42000	42500	43000	Base
	3600	3645	3690	3735	3780	3825	3870	TRS
	36400	36855	37310	37765	38220	38675	39130	Salary
11	40800	41300	41800	42300	42800	43300	43800	Base
	3672	3717	3762	3807	3852	3897	3942	TRS
	37128	37583	38038	38493	38948	39403	39858	Salary
12	41600	42100	42600	43100	43600	44100	44600	Base
	3744	3789	3834	3879	3924	3969	4014	TRS
	37856	38311	38766	39221	39676	40131	40586	Salary
13	42400	42900	43400	43900	44400	44900	45400	Base
	3816	3861	3906	3951	3996	4041	4086	TRS
	38584	39039	39494	39949	40404	40859	41314	Salary
14	43200	43700	44200	44700	45200	45700	46200	Base
	3888	3933	3978	4023	4068	4113	4158	TRS
	39312	39767	40222	40677	41132	41587	42042	Salary
15	44000	44500	45000	45500	46000	46500	47000	Base
	3960	4005	4050	4095	4140	4185	4230	TRS
	40040	40495	40950	41405	41860	42315	42770	Salary
16	44800	45300	45800	46300	46800	47300	47800	Base
	4032	4077	4122	4167	4212	4257	4302	TRS
	40768	41223	41678	42133	42588	43043	43498	Salary

17	45600	46100	46600	47100	47600	48100	48600	Base
	4104	4149	4194	4239	4284	4329	4374	TRS
	41496	41951	42406	42861	43316	43771	44226	Salary
18	46400	46900	47400	47900	48400	48900	49400	Base
	4176	4221	4266	4311	4356	4401	4446	TRS
	42224	42679	43134	43589	44044	44499	44954	Salary
19	47200	47700	48200	48700	49200	49700	50200	Base
	4248	4293	4338	4383	4428	4473	4518	TRS
	42952	43407	43862	44317	44772	45227	45682	Salary
20	48000	48500	49000	49500	50000	50500	51000	Base
	4320	4365	4410	4455	4500	4545	4590	TRS
	43680	44135	44590	45045	45500	45955	46410	Salary
21	48800	49300	49800	50300	50800	51300	51800	Base
	4392	4437	4482	4527	4572	4617	4662	TRS
	44408	44863	45318	45773	46228	46683	47138	Salary
22		50100	50600	51100	51600	52100	52600	Base
		4509	4554	4599	4644	4689	4734	TRS
		45591	46046	46501	46956	47411	47866	Salary
23			51400	51900	52400	52900	53400	Base
			4626	4671	4716	4761	4806	TRS
			46774	47229	47684	48139	48594	Salary
24					53200	53700	54200	Base
					4788	4833	4878	TRS
					48412	48867	49322	Salary

2015-2016 Salary Schedule

32350 Base
800 Step
500 Lane

Step	BS	BS+16	MS	MS+8	MS+16	MS+24	MS+32	
0	32350	32850	33350	33850	34350	34850	35350	Base
	2912	2957	3002	3047	3092	3137	3182	TRS
	29439	29894	30349	30804	31259	31714	32169	Salary
1	33150	33650	34150	34650	35150	35650	36150	Base
	2984	3029	3074	3119	3164	3209	3254	TRS
	30167	30622	31077	31532	31987	32442	32897	Salary
2	33950	34450	34950	35450	35950	36450	36950	Base
	3056	3101	3146	3191	3236	3281	3326	TRS
	30895	31350	31805	32260	32715	33170	33625	Salary
3	34750	35250	35750	36250	36750	37250	37750	Base
	3128	3173	3218	3263	3308	3353	3398	TRS
	31623	32078	32533	32988	33443	33898	34353	Salary
4	35550	36050	36550	37050	37550	38050	38550	Base
	3200	3245	3290	3335	3380	3425	3470	TRS
	32351	32806	33261	33716	34171	34626	35081	Salary
5	36350	36850	37350	37850	38350	38850	39350	Base
	3272	3317	3362	3407	3452	3497	3542	TRS
	33079	33534	33989	34444	34899	35354	35809	Salary
6	37150	37650	38150	38650	39150	39650	40150	Base
	3344	3389	3434	3479	3524	3569	3614	TRS
	33807	34262	34717	35172	35627	36082	36537	Salary
7	37950	38450	38950	39450	39950	40450	40950	Base
	3416	3461	3506	3551	3596	3641	3686	TRS
	34535	34990	35445	35900	36355	36810	37265	Salary
8	38750	39250	39750	40250	40750	41250	41750	Base
	3488	3533	3578	3623	3668	3713	3758	TRS
	35263	35718	36173	36628	37083	37538	37993	Salary
9	39550	40050	40550	41050	41550	42050	42550	Base
	3560	3605	3650	3695	3740	3785	3830	TRS
	35991	36446	36901	37356	37811	38266	38721	Salary
10	40350	40850	41350	41850	42350	42850	43350	Base
	3632	3677	3722	3767	3812	3857	3902	TRS
	36719	37174	37629	38084	38539	38994	39449	Salary
11	41150	41650	42150	42650	43150	43650	44150	Base
	3704	3749	3794	3839	3884	3929	3974	TRS
	37447	37902	38357	38812	39267	39722	40177	Salary
12	41950	42450	42950	43450	43950	44450	44950	Base
	3776	3821	3866	3911	3956	4001	4046	TRS
	38175	38630	39085	39540	39995	40450	40905	Salary
13	42750	43250	43750	44250	44750	45250	45750	Base
	3848	3893	3938	3983	4028	4073	4118	TRS
	38903	39358	39813	40268	40723	41178	41633	Salary
14	43550	44050	44550	45050	45550	46050	46550	Base
	3920	3965	4010	4055	4100	4145	4190	TRS
	39631	40086	40541	40996	41451	41906	42361	Salary
15	44350	44850	45350	45850	46350	46850	47350	Base
	3992	4037	4082	4127	4172	4217	4262	TRS
	40359	40814	41269	41724	42179	42634	43089	Salary
16	45150	45650	46150	46650	47150	47650	48150	Base
	4064	4109	4154	4199	4244	4289	4334	TRS
	41087	41542	41997	42452	42907	43362	43817	Salary

17	45950	46450	46950	47450	47950	48450	48950	Base
	4136	4181	4226	4271	4316	4361	4406	TRS
	41815	42270	42725	43180	43635	44090	44545	Salary
18	46750	47250	47750	48250	48750	49250	49750	Base
	4208	4253	4298	4343	4388	4433	4478	TRS
	42543	42998	43453	43908	44363	44818	45273	Salary
19	47550	48050	48550	49050	49550	50050	50550	Base
	4280	4325	4370	4415	4460	4505	4550	TRS
	43271	43726	44181	44636	45091	45546	46001	Salary
20	48350	48850	49350	49850	50350	50850	51350	Base
	4352	4397	4442	4487	4532	4577	4622	TRS
	43999	44454	44909	45364	45819	46274	46729	Salary
21	49150	49650	50150	50650	51150	51650	52150	Base
	4424	4469	4514	4559	4604	4649	4694	TRS
	44727	45182	45637	46092	46547	47002	47457	Salary
22		50450	50950	51450	51950	52450	52950	Base
		4541	4586	4631	4676	4721	4766	TRS
		45910	46365	46820	47275	47730	48185	Salary
23			51750	52250	52750	53250	53750	Base
			4658	4703	4748	4793	4838	TRS
			47093	47548	48003	48458	48913	Salary
24					53550	54050	54550	Base
					4820	4865	4910	TRS
					48731	49186	49641	Salary

HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

**2013-2016
EXTRA DUTY SCHEDULE**

Special compensation for teaching duties above the regular teaching load is based on the percentage of the beginning Bachelor’s Degree salary given in the salary schedule for the appropriate school year.

HIGH SCHOOL (9-12)

<u>FOOTBALL</u>	<u>PERCENT (%)</u>
Head Football Coach	13.0%
Assistant Football Coach	9.0%
<u>VOLLEYBALL</u>	
Head Volleyball Coach	13.0%
Assistant Volleyball Coach	9.0%
<u>BASKETBALL</u>	
Head Basketball Coach	13.0%
Assistant Basketball Coach	9.0%
<u>BASEBALL</u>	
Head Baseball Coach	9.0%
Assistant Baseball Coach	7.0%
<u>SOFTBALL</u>	
Head Softball Coach	9.0%
Assistant Softball Coach	7.0%
<u>GOLF</u>	
Head Golf Coach	6.0%
<u>ATHLETIC DIRECTOR</u>	
Athletic Director	13.0%
<u>TRACK</u>	
Head Track Coach	7.0%
Assistant Track Coach	5.0%

<u>OTHER DUTIES</u>	<u>PERCENT (%)</u>
Senior Class Sponsor (plus .5% if senior trip)	2.0%
Junior Class Sponsor	5.0%
Sophomore Class Sponsor	2.0%
Freshman Class Sponsor	2.0%
Student Council Sponsor	2.5%
Yearbook Sponsor	5.0%
Band Director	13.0%
Chorus Director	7.0%
WYSE Sponsor	2.0%
Musical Director/Drama	7.0%
Musical Assistant/Drama	5.0%
Cheerleading Sponsor	5.0%
Pom-pom Sponsor	4.0%
Science Olympiad Sponsor	1.5%
Sponsors of Administratively Approved Clubs	1.5%
Curriculum Rate	\$20/hour

HAMILTON JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

**2013-2016
EXTRA DUTY SCHEDULE**

Special compensation for teaching duties above the regular teaching load is based on the percentage of the beginning Bachelor's Degree salary given in the salary schedule for the appropriate school year.

JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

<u>BASEBALL</u>	<u>PERCENT (%)</u>
Head Baseball Coach	7.0%
Assistant Baseball	5.0%
<u>VOLLEYBALL</u>	
Head Volleyball Coach	7.0%
Assistant Volleyball Coach	5.0%
<u>BASKETBALL</u>	
Head Basketball Coach	7.0%
Assistant Basketball Coach	5.0%
<u>5TH & 6TH BASKETBALL</u>	5.0%
<u>TRACK</u>	
Head Track Coach	7.0%
Assistant Track Coach	5.0%

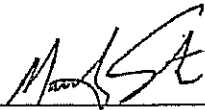
OTHER DUTIES

	<u>PERCENT (%)</u>
Student Council Sponsor	2.0%
Science Olympiad Sponsor	1.5%
Scholastic Bowl Sponsor	3.0%
Yearbook Sponsor	1.0%
Spelling Bee Director (P-5)	0.5%
Spelling Bee Director (6-8)	0.5%
Cheerleading Sponsor	5.0%
Speech Club Sponsor	4.0%
Speech Club Assistant Sponsor	2.0%
Jr. High Drama/Musical	6.0%
Jr. High Drama Assistant	4.0%
Sponsors of Administratively Approved Clubs	1.5%
Curriculum Rate	\$20/hour

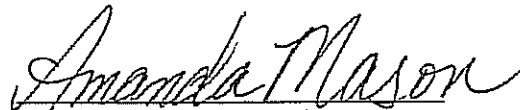
HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

This agreement is adopted the 15th day of May, 2013.


Signed and dated this 15th day of May, 2013.



Matthew Starr, Board President
Hamilton C.C. School District No.328



Amanda Mason, Co-President
Hamilton Federation of Teachers, Local 3757



Rebecca Bliss, Board Secretary
Hamilton C.C. School District No.328



David Artman, Co-President
Hamilton Federation of Teachers, Local 3757