

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, 2019 - AUGUST, 2022

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ARTICLE I - RECOGNITION

The Hamilton School District No.328 Board of Education, hereafter referred to as the "Board", hereby recognizes the Hamilton Federation of Teachers, 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 mailboxes 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 photocopier for the purpose of preparing negotiation proposals.
- C. The Association may from time to time request the use of a schoolroom 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.

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 clock 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 the qualifications and licensure 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 Reduction in Force

In the event the district finds it necessary to exercise a reduction in force, the performance evaluation ranking data will be used to make the determination of which individual(s) will be released as a result of the reduction in force.

If the reduction in force involves employees with equal performance rankings, the following criteria will be used to determine which employee shall be released (in this order):

- A. Years of service in District
- B. Level of Education
- C. Total Years of Service

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. The 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 teacher evaluation; for the purpose of improving the classroom teaching process and to promote the success of both non-tenured and tenured teachers.
- C. Scheduled formal evaluation of classroom teaching performance shall be in accordance with the following procedure:
1. Prior to a formal evaluation, the supervisor and employee shall meet in a pre-conference to discuss the planned lesson and dialog about the formal evaluation process. This discussion may include the planned lesson, the evaluation instrument, expectations for the lesson, strengths, weaknesses and other items related to the improvement of instruction.
 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. Tuition Reimbursement

The district offers two tuition reimbursement options for certified staff wishing to pursue an advanced degree. Teachers wishing to receive tuition reimbursement must select one of the following two options at the start of their approved coursework/program. A certified staff member may move from option 2 to option 1, but may not move from option 1 to option 2. The district will not offer retroactive reimbursement should a certified staff member elect to move from option 2 to 1.

1. The District will pay 100% 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 <https://www.isbe.net/doap>. The 100% tuition reimbursement will be paid only if the teacher commits to an additional 3 years in the District (following the completion of the degree program) and achieves a "B" or higher in each class to be reimbursed by the District. 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. The form for reimbursement is located in the superintendent's office.
 2. The District will pay 60% 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 <https://www.isbe.net/doap>. The 60% 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.F 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

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 (20.5 FTE) and four teachers from the Middle/Jr/Sr. High Schools (33 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 IIX - COMPENSATION AND BENEFITS

8.1 Insurance

The District will pay an amount up to 95% of the full single health insurance 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 district will pay \$24.00 per month, per employee towards a dental care 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's will be paid for by the employee through payroll deduction.

8.2 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 increased by six 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 fifty (50) 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 ($260-180=80$).

8.3 THIS Pay

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.

8.4 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.

8.5 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 three percent (3%) 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 three percent (3%), 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 IX - EFFECT OF AGREEMENT

9.1 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.

9.2 Duration

This Agreement shall become effective August, 2019 and continue through August, 2022.

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.

9.3 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.

9.4 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.

9.5 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.

9.6 Prior Agreements

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

9.7 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.

	BS	BS+16	MS	MS+8	MS+16	MS+24	MS+32
Initial Year (Y1)	900	900	1000	1000	1100	1200	1300
2019-2020 (L1)	482	482	482	482	482	482	482
2020-2021 (L2)	482	482	482	482	482	482	482
2021-2022 (L3)	482	482	482	482	482	482	482

When a teacher steps past the salary schedule, they become eligible for Longevity.

In their first year off schedule, they will receive the initial year amount (as indicated for their lane), in addition to their cell on the salary schedule.

For subsequent years, after the initial year, they will receive the initial year longevity payment, plus any additional years that accrue after the initial year.

Longevity can be expressed as a formula. Salary Schedule Cell + Y1 + L1 + L2 + L3 (as applicable)

HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

**2019-2022
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>PERCENT (%)</u>
Head Football Coach	13.0%
Assistant Football Coach	9.0%
Head Volleyball Coach	13.0%
Assistant Volleyball Coach	9.0%
Head Basketball Coach	13.0%
Assistant Basketball Coach	9.0%
Head Baseball Coach	9.0%
Assistant Baseball Coach	7.0%
Head Softball Coach	9.0%
Assistant Softball Coach	7.0%
Head Golf Coach	6.0%
Athletic Director	13.0%
Head Track Coach	7.0%
Assistant Track Coach	5.0%
Cheerleading Sponsor	5.0%
Dance Sponsor	9.0%
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%
ACES Sponsor	2.0%

Musical Director/Drama	7.0%
Musical Assistant/Drama	5.0%
Science Olympiad Sponsor	1.5%
Sponsors of Administratively Approved Clubs	1.5%
Curriculum Rate	\$20/hour

HAMILTON JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

**2019-2022
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>PERCENT (%)</u>
Head Baseball Coach	7.0%
Assistant Baseball	5.0%
Head Volleyball Coach	7.0%
Assistant Volleyball Coach	5.0%
Head Basketball Coach	7.0%
Assistant Basketball Coach	5.0%
5 TH & 6 TH Basketball	5.0%
5 th & 6 th Girls Volleyball	5.0%
Head Track Coach	7.0%
Assistant Track Coach	5.0%
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

32750	Total Starting	2019-2020								
800	Step									
500	Lane	Step	BS	BS+16	MS	MS+8	MS+16	MS+24	MS+32	Total
		0	32750	33250	33750	34250	34750	35250	35750	Total
			2948	2993	3038	3083	3128	3173	3218	w/TRS
			29803	30258	30713	31168	31623	32078	32533	TRR
										Salary
										Total
0.09		1	33550	34050	34550	35050	35550	36050	36550	w/TRS
			3020	3065	3110	3155	3200	3245	3290	TRR
			30531	30986	31441	31896	32351	32806	33261	Salary
										Total
		2	34350	34850	35350	35850	36350	36850	37350	w/TRS
			3092	3137	3182	3227	3272	3317	3362	TRR
			31259	31714	32169	32624	33079	33534	33989	Salary
										Total
		3	35150	35650	36150	36650	37150	37650	38150	w/TRS
			3164	3209	3254	3299	3344	3389	3434	TRR
			31987	32442	32897	33352	33807	34262	34717	Salary
										Total
		4	35950	36450	36950	37450	37950	38450	38950	w/TRS
			3236	3281	3326	3371	3416	3461	3506	TRR
			32715	33170	33625	34080	34535	34990	35445	Salary
										Total
		5	36750	37250	37750	38250	38750	39250	39750	w/TRS
			3308	3353	3398	3443	3488	3533	3578	TRR
			33443	33898	34353	34808	35263	35718	36173	Salary
										Total
		6	37550	38050	38550	39050	39550	40050	40550	w/TRS
			3380	3425	3470	3515	3560	3605	3650	TRR
			34171	34626	35081	35536	35991	36446	36901	Salary
										Total
		7	38350	38850	39350	39850	40350	40850	41350	w/TRS
			3452	3497	3542	3587	3632	3677	3722	TRR
			34899	35354	35809	36264	36719	37174	37629	Salary
										Total
		8	39150	39650	40150	40650	41150	41650	42150	w/TRS
			3524	3569	3614	3659	3704	3749	3794	TRR
			35627	36082	36537	36992	37447	37902	38357	Salary
										Total
		9	39950	40450	40950	41450	41950	42450	42950	w/TRS
			3596	3641	3686	3731	3776	3821	3866	TRR
			36355	36810	37265	37720	38175	38630	39085	Salary
										Total
		10	40750	41250	41750	42250	42750	43250	43750	w/TRS
			3668	3713	3758	3803	3848	3893	3938	TRR
			37083	37538	37993	38448	38903	39358	39813	Salary
										Total
		11	41550	42050	42550	43050	43550	44050	44550	w/TRS

	3740	3785	3830	3875	3920	3965	4010	TRS
	37811	38266	38721	39176	39631	40086	40541	Salary
								Total
12	42350	42850	43350	43850	44350	44850	45350	w/TRS
	3812	3857	3902	3947	3992	4037	4082	TRS
	38539	38994	39449	39904	40359	40814	41269	Salary
								Total
13	43150	43650	44150	44650	45150	45650	46150	w/TRS
	3884	3929	3974	4019	4064	4109	4154	TRS
	39267	39722	40177	40632	41087	41542	41997	Salary
								Total
14	43950	44450	44950	45450	45950	46450	46950	w/TRS
	3956	4001	4046	4091	4136	4181	4226	TRS
	39995	40450	40905	41360	41815	42270	42725	Salary
								Total
15	44750	45250	45750	46250	46750	47250	47750	w/TRS
	4028	4073	4118	4163	4208	4253	4298	TRS
	40723	41178	41633	42088	42543	42998	43453	Salary
								Total
16	45550	46050	46550	47050	47550	48050	48550	w/TRS
	4100	4145	4190	4235	4280	4325	4370	TRS
	41451	41906	42361	42816	43271	43726	44181	Salary
								Total
17	46350	46850	47350	47850	48350	48850	49350	w/TRS
	4172	4217	4262	4307	4352	4397	4442	TRS
	42179	42634	43089	43544	43999	44454	44909	Salary
								Total
18	47150	47650	48150	48650	49150	49650	50150	w/TRS
	4244	4289	4334	4379	4424	4469	4514	TRS
	42907	43362	43817	44272	44727	45182	45637	Salary
								Total
19	47950	48450	48950	49450	49950	50450	50950	w/TRS
	4316	4361	4406	4451	4496	4541	4586	TRS
	43635	44090	44545	45000	45455	45910	46365	Salary
								Total
20	48750	49250	49750	50250	50750	51250	51750	w/TRS
	4388	4433	4478	4523	4568	4613	4658	TRS
	44363	44818	45273	45728	46183	46638	47093	Salary
								Total
21	49550	50050	50550	51050	51550	52050	52550	w/TRS
	4460	4505	4550	4595	4640	4685	4730	TRS
	45091	45546	46001	46456	46911	47366	47821	Salary
								Total
22		50850	51350	51850	52350	52850	53350	w/TRS
		4577	4622	4667	4712	4757	4802	TRS
		46274	46729	47184	47639	48094	48549	Salary
								Total
23			52150	52650	53150	53650	54150	w/TRS
			4694	4739	4784	4829	4874	TRS
			47457	47912	48367	48822	49277	Salary
								Total
24					53950	54450	54950	w/TRS
					4856	4901	4946	TRS
					49095	49550	50005	Salary

32875	Total Starting	2020-2021								
800	Step									
500	Lane	Step	BS	BS+16	MS	MS+8	MS+16	MS+24	MS+32	Total
		0	32875	33375	33875	34375	34875	35375	35875	w/TRS
			2959	3004	3049	3094	3139	3184	3229	TRS
			29916	30371	30826	31281	31736	32191	32646	Salary
										Total
		1	33675	34175	34675	35175	35675	36175	36675	w/TRS
			3031	3076	3121	3166	3211	3256	3301	TRS
			30644	31099	31554	32009	32464	32919	33374	Salary
										Total
		2	34475	34975	35475	35975	36475	36975	37475	w/TRS
			3103	3148	3193	3238	3283	3328	3373	TRS
			31372	31827	32282	32737	33192	33647	34102	Salary
										Total
		3	35275	35775	36275	36775	37275	37775	38275	w/TRS
			3175	3220	3265	3310	3355	3400	3445	TRS
			32100	32555	33010	33465	33920	34375	34830	Salary
										Total
		4	36075	36575	37075	37575	38075	38575	39075	w/TRS
			3247	3292	3337	3382	3427	3472	3517	TRS
			32828	33283	33738	34193	34648	35103	35558	Salary
										Total
		5	36875	37375	37875	38375	38875	39375	39875	w/TRS
			3319	3364	3409	3454	3499	3544	3589	TRS
			33556	34011	34466	34921	35376	35831	36286	Salary
										Total
		6	37675	38175	38675	39175	39675	40175	40675	w/TRS
			3391	3436	3481	3526	3571	3616	3661	TRS
			34284	34739	35194	35649	36104	36559	37014	Salary
										Total
		7	38475	38975	39475	39975	40475	40975	41475	w/TRS
			3463	3508	3553	3598	3643	3688	3733	TRS
			35012	35467	35922	36377	36832	37287	37742	Salary
										Total
		8	39275	39775	40275	40775	41275	41775	42275	w/TRS
			3535	3580	3625	3670	3715	3760	3805	TRS
			35740	36195	36650	37105	37560	38015	38470	Salary
										Total
		9	40075	40575	41075	41575	42075	42575	43075	w/TRS
			3607	3652	3697	3742	3787	3832	3877	TRS
			36468	36923	37378	37833	38288	38743	39198	Salary
										Total
		10	40875	41375	41875	42375	42875	43375	43875	w/TRS
			3679	3724	3769	3814	3859	3904	3949	TRS
			37196	37651	38106	38561	39016	39471	39926	Salary
										Total
		11	41675	42175	42675	43175	43675	44175	44675	w/TRS
			3751	3796	3841	3886	3931	3976	4021	TRS
			37924	38379	38834	39289	39744	40199	40654	Salary

12	42475	42975	43475	43975	44475	44975	45475	Total
	3823	3868	3913	3958	4003	4048	4093	w/TRS
	38652	39107	39562	40017	40472	40927	41382	Salary
								Total
13	43275	43775	44275	44775	45275	45775	46275	w/TRS
	3895	3940	3985	4030	4075	4120	4165	TRS
	39380	39835	40290	40745	41200	41655	42110	Salary
								Total
14	44075	44575	45075	45575	46075	46575	47075	w/TRS
	3967	4012	4057	4102	4147	4192	4237	TRS
	40108	40563	41018	41473	41928	42383	42838	Salary
								Total
15	44875	45375	45875	46375	46875	47375	47875	w/TRS
	4039	4084	4129	4174	4219	4264	4309	TRS
	40836	41291	41746	42201	42656	43111	43566	Salary
								Total
16	45675	46175	46675	47175	47675	48175	48675	w/TRS
	4111	4156	4201	4246	4291	4336	4381	TRS
	41564	42019	42474	42929	43384	43839	44294	Salary
								Total
17	46475	46975	47475	47975	48475	48975	49475	w/TRS
	4183	4228	4273	4318	4363	4408	4453	TRS
	42292	42747	43202	43657	44112	44567	45022	Salary
								Total
18	47275	47775	48275	48775	49275	49775	50275	w/TRS
	4255	4300	4345	4390	4435	4480	4525	TRS
	43020	43475	43930	44385	44840	45295	45750	Salary
								Total
19	48075	48575	49075	49575	50075	50575	51075	w/TRS
	4327	4372	4417	4462	4507	4552	4597	TRS
	43748	44203	44658	45113	45568	46023	46478	Salary
								Total
20	48875	49375	49875	50375	50875	51375	51875	w/TRS
	4399	4444	4489	4534	4579	4624	4669	TRS
	44476	44931	45386	45841	46296	46751	47206	Salary
								Total
21	49675	50175	50675	51175	51675	52175	52675	w/TRS
	4471	4516	4561	4606	4651	4696	4741	TRS
	45204	45659	46114	46569	47024	47479	47934	Salary
								Total
22		50975	51475	51975	52475	52975	53475	w/TRS
		4588	4633	4678	4723	4768	4813	TRS
		46387	46842	47297	47752	48207	48662	Salary
								Total
23			52275	52775	53275	53775	54275	w/TRS
			4705	4750	4795	4840	4885	TRS
			47570	48025	48480	48935	49390	Salary
								Total
24					54075	54575	55075	w/TRS
					4867	4912	4957	TRS
					49208	49663	50118	Salary


33050	Total Starting	2021-2022								
800	Step									
500	Lane Step	BS	BS+16	MS	MS+8	MS+16	MS+24	MS+32		
	0	33050	33550	34050	34550	35050	35550	36050	Total	w/TRS
		2975	3020	3065	3110	3155	3200	3245	TRS	
		30076	30531	30986	31441	31896	32351	32806	Salary	
	1	33850	34350	34850	35350	35850	36350	36850	Total	w/TRS
		3047	3092	3137	3182	3227	3272	3317	TRS	
		30804	31259	31714	32169	32624	33079	33534	Salary	
	2	34650	35150	35650	36150	36650	37150	37650	Total	w/TRS
		3119	3164	3209	3254	3299	3344	3389	TRS	
		31532	31987	32442	32897	33352	33807	34262	Salary	
	3	35450	35950	36450	36950	37450	37950	38450	Total	w/TRS
		3191	3236	3281	3326	3371	3416	3461	TRS	
		32260	32715	33170	33625	34080	34535	34990	Salary	
	4	36250	36750	37250	37750	38250	38750	39250	Total	w/TRS
		3263	3308	3353	3398	3443	3488	3533	TRS	
		32988	33443	33898	34353	34808	35263	35718	Salary	
	5	37050	37550	38050	38550	39050	39550	40050	Total	w/TRS
		3335	3380	3425	3470	3515	3560	3605	TRS	
		33716	34171	34626	35081	35536	35991	36446	Salary	
	6	37850	38350	38850	39350	39850	40350	40850	Total	w/TRS
		3407	3452	3497	3542	3587	3632	3677	TRS	
		34444	34899	35354	35809	36264	36719	37174	Salary	
	7	38650	39150	39650	40150	40650	41150	41650	Total	w/TRS
		3479	3524	3569	3614	3659	3704	3749	TRS	
		35172	35627	36082	36537	36992	37447	37902	Salary	
	8	39450	39950	40450	40950	41450	41950	42450	Total	w/TRS
		3551	3596	3641	3686	3731	3776	3821	TRS	
		35900	36355	36810	37265	37720	38175	38630	Salary	
	9	40250	40750	41250	41750	42250	42750	43250	Total	w/TRS
		3623	3668	3713	3758	3803	3848	3893	TRS	
		36628	37083	37538	37993	38448	38903	39358	Salary	
	10	41050	41550	42050	42550	43050	43550	44050	Total	w/TRS
		3695	3740	3785	3830	3875	3920	3965	TRS	
		37356	37811	38266	38721	39176	39631	40086	Salary	
	11	41850	42350	42850	43350	43850	44350	44850	Total	w/TRS
		3767	3812	3857	3902	3947	3992	4037	TRS	
		38084	38539	38994	39449	39904	40359	40814	Salary	
	12	42650	43150	43650	44150	44650	45150	45650	Total	w/TRS
		3839	3884	3929	3974	4019	4064	4109	TRS	

	38812	39267	39722	40177	40632	41087	41542	Salary Total
13	43450	43950	44450	44950	45450	45950	46450	w/TRS
	3911	3956	4001	4046	4091	4136	4181	TRS
	39540	39995	40450	40905	41360	41815	42270	Salary Total
14	44250	44750	45250	45750	46250	46750	47250	w/TRS
	3983	4028	4073	4118	4163	4208	4253	TRS
	40268	40723	41178	41633	42088	42543	42998	Salary Total
15	45050	45550	46050	46550	47050	47550	48050	w/TRS
	4055	4100	4145	4190	4235	4280	4325	TRS
	40996	41451	41906	42361	42816	43271	43726	Salary Total
16	45850	46350	46850	47350	47850	48350	48850	w/TRS
	4127	4172	4217	4262	4307	4352	4397	TRS
	41724	42179	42634	43089	43544	43999	44454	Salary Total
17	46650	47150	47650	48150	48650	49150	49650	w/TRS
	4199	4244	4289	4334	4379	4424	4469	TRS
	42452	42907	43362	43817	44272	44727	45182	Salary Total
18	47450	47950	48450	48950	49450	49950	50450	w/TRS
	4271	4316	4361	4406	4451	4496	4541	TRS
	43180	43635	44090	44545	45000	45455	45910	Salary Total
19	48250	48750	49250	49750	50250	50750	51250	w/TRS
	4343	4388	4433	4478	4523	4568	4613	TRS
	43908	44363	44818	45273	45728	46183	46638	Salary Total
20	49050	49550	50050	50550	51050	51550	52050	w/TRS
	4415	4460	4505	4550	4595	4640	4685	TRS
	44636	45091	45546	46001	46456	46911	47366	Salary Total
21	49850	50350	50850	51350	51850	52350	52850	w/TRS
	4487	4532	4577	4622	4667	4712	4757	TRS
	45364	45819	46274	46729	47184	47639	48094	Salary Total
22		51150	51650	52150	52650	53150	53650	w/TRS
		4604	4649	4694	4739	4784	4829	TRS
		46547	47002	47457	47912	48367	48822	Salary Total
23			52450	52950	53450	53950	54450	w/TRS
			4721	4766	4811	4856	4901	TRS
			47730	48185	48640	49095	49550	Salary Total
24					54250	54750	55250	w/TRS
					4883	4928	4973	TRS
					49368	49823	50278	Salary


HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

This agreement is adopted the 29th day of May , 2019.

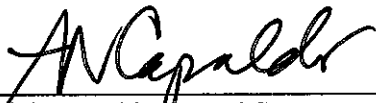
Signed and dated this 29th day of May , 2019.



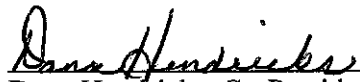
Matthew Starr, Board President
Hamilton C.C. School District No.328



Kelly Celia, Co-President
Hamilton Federation of Teachers, Local 3757



Nick Capaldo, Board Secretary
Hamilton C.C. School District No.328



Dana Hendricks, Co-President
Hamilton Federation of Teachers, Local 3757