

**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 9, 2011 - AUGUST 8, 2013**

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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 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](http://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.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  
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 contingency 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 contingency 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 bonafide 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 equal 95% of the full single person premium toward the cost of sickness, accident, and hospitalization health insurance for each full time certified employee covered by this Agreement.

### **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 (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 ( $260-180=80$ ).

#### **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, 2011 and continue through August , 2013.

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.

## 2011-2012 Salary Schedule

31000 Base  
800 Step  
500 Lane

Step	BS	BS+16	MS	MS+8	MS+16	MS+24	MS+32	
0	<b>31000</b>	<b>31500</b>	<b>32000</b>	<b>32500</b>	<b>33000</b>	<b>33500</b>	<b>34000</b>	Total w/TRS
	2790	2835	2880	2925	2970	3015	3060	TRS
	28210	28665	29120	29575	30030	30485	30940	Base
1	<b>31800</b>	<b>32300</b>	<b>32800</b>	<b>33300</b>	<b>33800</b>	<b>34300</b>	<b>34800</b>	Total w/TRS
	2862	2907	2952	2997	3042	3087	3132	TRS
	28938	29393	29848	30303	30758	31213	31668	Base
2	<b>32600</b>	<b>33100</b>	<b>33600</b>	<b>34100</b>	<b>34600</b>	<b>35100</b>	<b>35600</b>	Total w/TRS
	2934	2979	3024	3069	3114	3159	3204	TRS
	29666	30121	30576	31031	31486	31941	32396	Base
3	<b>33400</b>	<b>33900</b>	<b>34400</b>	<b>34900</b>	<b>35400</b>	<b>35900</b>	<b>36400</b>	Total w/TRS
	3006	3051	3096	3141	3186	3231	3276	TRS
	30394	30849	31304	31759	32214	32669	33124	Base
4	<b>34200</b>	<b>34700</b>	<b>35200</b>	<b>35700</b>	<b>36200</b>	<b>36700</b>	<b>37200</b>	Total w/TRS
	3078	3123	3168	3213	3258	3303	3348	TRS
	31122	31577	32032	32487	32942	33397	33852	Base
5	<b>35000</b>	<b>35500</b>	<b>36000</b>	<b>36500</b>	<b>37000</b>	<b>37500</b>	<b>38000</b>	Total w/TRS
	3150	3195	3240	3285	3330	3375	3420	TRS
	31850	32305	32760	33215	33670	34125	34580	Base
6	<b>35800</b>	<b>36300</b>	<b>36800</b>	<b>37300</b>	<b>37800</b>	<b>38300</b>	<b>38800</b>	Total w/TRS
	3222	3267	3312	3357	3402	3447	3492	TRS
	32578	33033	33488	33943	34398	34853	35308	Base
7	<b>36600</b>	<b>37100</b>	<b>37600</b>	<b>38100</b>	<b>38600</b>	<b>39100</b>	<b>39600</b>	Total w/TRS
	3294	3339	3384	3429	3474	3519	3564	TRS
	33306	33761	34216	34671	35126	35581	36036	Base
8	<b>37400</b>	<b>37900</b>	<b>38400</b>	<b>38900</b>	<b>39400</b>	<b>39900</b>	<b>40400</b>	Total w/TRS
	3366	3411	3456	3501	3546	3591	3636	TRS
	34034	34489	34944	35399	35854	36309	36764	Base
9	<b>38200</b>	<b>38700</b>	<b>39200</b>	<b>39700</b>	<b>40200</b>	<b>40700</b>	<b>41200</b>	Total w/TRS
	3438	3483	3528	3573	3618	3663	3708	TRS
	34762	35217	35672	36127	36582	37037	37492	Base
10	<b>39000</b>	<b>39500</b>	<b>40000</b>	<b>40500</b>	<b>41000</b>	<b>41500</b>	<b>42000</b>	Total w/TRS
	3510	3555	3600	3645	3690	3735	3780	TRS
	35490	35945	36400	36855	37310	37765	38220	Base
11	<b>39800</b>	<b>40300</b>	<b>40800</b>	<b>41300</b>	<b>41800</b>	<b>42300</b>	<b>42800</b>	Total w/TRS
	3582	3627	3672	3717	3762	3807	3852	TRS
	36218	36673	37128	37583	38038	38493	38948	Base
12	<b>40600</b>	<b>41100</b>	<b>41600</b>	<b>42100</b>	<b>42600</b>	<b>43100</b>	<b>43600</b>	Total w/TRS
	3654	3699	3744	3789	3834	3879	3924	TRS
	36946	37401	37856	38311	38766	39221	39676	Base

13	<b>41400</b>	<b>41900</b>	<b>42400</b>	<b>42900</b>	<b>43400</b>	<b>43900</b>	<b>44400</b>	Total w/TRS
	3726	3771	3816	3861	3906	3951	3996	TRS
	37674	38129	38584	39039	39494	39949	40404	Base
14	<b>42200</b>	<b>42700</b>	<b>43200</b>	<b>43700</b>	<b>44200</b>	<b>44700</b>	<b>45200</b>	Total w/TRS
	3798	3843	3888	3933	3978	4023	4068	TRS
	38402	38857	39312	39767	40222	40677	41132	Base
15	<b>43000</b>	<b>43500</b>	<b>44000</b>	<b>44500</b>	<b>45000</b>	<b>45500</b>	<b>46000</b>	Total w/TRS
	3870	3915	3960	4005	4050	4095	4140	TRS
	39130	39585	40040	40495	40950	41405	41860	Base
16	<b>43800</b>	<b>44300</b>	<b>44800</b>	<b>45300</b>	<b>45800</b>	<b>46300</b>	<b>46800</b>	Total w/TRS
	3942	3987	4032	4077	4122	4167	4212	TRS
	39858	40313	40768	41223	41678	42133	42588	Base
17	<b>44600</b>	<b>45100</b>	<b>45600</b>	<b>46100</b>	<b>46600</b>	<b>47100</b>	<b>47600</b>	Total w/TRS
	4014	4059	4104	4149	4194	4239	4284	TRS
	40586	41041	41496	41951	42406	42861	43316	Base
18	<b>45400</b>	<b>45900</b>	<b>46400</b>	<b>46900</b>	<b>47400</b>	<b>47900</b>	<b>48400</b>	Total w/TRS
	4086	4131	4176	4221	4266	4311	4356	TRS
	41314	41769	42224	42679	43134	43589	44044	Base
19	<b>46200</b>	<b>46700</b>	<b>47200</b>	<b>47700</b>	<b>48200</b>	<b>48700</b>	<b>49200</b>	Total w/TRS
	4158	4203	4248	4293	4338	4383	4428	TRS
	42042	42497	42952	43407	43862	44317	44772	Base
20	<b>47000</b>	<b>47500</b>	<b>48000</b>	<b>48500</b>	<b>49000</b>	<b>49500</b>	<b>50000</b>	Total w/TRS
	4230	4275	4320	4365	4410	4455	4500	TRS
	42770	43225	43680	44135	44590	45045	45500	Base
21	<b>47800</b>	<b>48300</b>	<b>48800</b>	<b>49300</b>	<b>49800</b>	<b>50300</b>	<b>50800</b>	Total w/TRS
	4302	4347	4392	4437	4482	4527	4572	TRS
	43498	43953	44408	44863	45318	45773	46228	Base
22		<b>49100</b>	<b>49600</b>	<b>50100</b>	<b>50600</b>	<b>51100</b>	<b>51600</b>	Total w/TRS
		4419	4464	4509	4554	4599	4644	TRS
		44681	45136	45591	46046	46501	46956	Base
23			<b>50400</b>	<b>50900</b>	<b>51400</b>	<b>51900</b>	<b>52400</b>	Total w/TRS
			4536	4581	4626	4671	4716	TRS
			45864	46319	46774	47229	47684	Base
24					<b>52200</b>	<b>52700</b>	<b>53200</b>	Total w/TRS
					4698	4743	4788	TRS
					47502	47957	48412	Base

## 2012-2013 Salary Schedule

31500 Base  
800 Step  
500 Lane

Step	BS	BS+16	MS	MS+8	MS+16	MS+24	MS+32	
0	<b>31500</b>	<b>32000</b>	<b>32500</b>	<b>33000</b>	<b>33500</b>	<b>34000</b>	<b>34500</b>	Total w/TRS
	2835	2880	2925	2970	3015	3060	3105	TRS
	28665	29120	29575	30030	30485	30940	31395	Base
1	<b>32300</b>	<b>32800</b>	<b>33300</b>	<b>33800</b>	<b>34300</b>	<b>34800</b>	<b>35300</b>	Total w/TRS
	2907	2952	2997	3042	3087	3132	3177	TRS
	29393	29848	30303	30758	31213	31668	32123	Base
2	<b>33100</b>	<b>33600</b>	<b>34100</b>	<b>34600</b>	<b>35100</b>	<b>35600</b>	<b>36100</b>	Total w/TRS
	2979	3024	3069	3114	3159	3204	3249	TRS
	30121	30576	31031	31486	31941	32396	32851	Base
3	<b>33900</b>	<b>34400</b>	<b>34900</b>	<b>35400</b>	<b>35900</b>	<b>36400</b>	<b>36900</b>	Total w/TRS
	3051	3096	3141	3186	3231	3276	3321	TRS
	30849	31304	31759	32214	32669	33124	33579	Base
4	<b>34700</b>	<b>35200</b>	<b>35700</b>	<b>36200</b>	<b>36700</b>	<b>37200</b>	<b>37700</b>	Total w/TRS
	3123	3168	3213	3258	3303	3348	3393	TRS
	31577	32032	32487	32942	33397	33852	34307	Base
5	<b>35500</b>	<b>36000</b>	<b>36500</b>	<b>37000</b>	<b>37500</b>	<b>38000</b>	<b>38500</b>	Total w/TRS
	3195	3240	3285	3330	3375	3420	3465	TRS
	32305	32760	33215	33670	34125	34580	35035	Base
6	<b>36300</b>	<b>36800</b>	<b>37300</b>	<b>37800</b>	<b>38300</b>	<b>38800</b>	<b>39300</b>	Total w/TRS
	3267	3312	3357	3402	3447	3492	3537	TRS
	33033	33488	33943	34398	34853	35308	35763	Base
7	<b>37100</b>	<b>37600</b>	<b>38100</b>	<b>38600</b>	<b>39100</b>	<b>39600</b>	<b>40100</b>	Total w/TRS
	3339	3384	3429	3474	3519	3564	3609	TRS
	33761	34216	34671	35126	35581	36036	36491	Base
8	<b>37900</b>	<b>38400</b>	<b>38900</b>	<b>39400</b>	<b>39900</b>	<b>40400</b>	<b>40900</b>	Total w/TRS
	3411	3456	3501	3546	3591	3636	3681	TRS
	34489	34944	35399	35854	36309	36764	37219	Base
9	<b>38700</b>	<b>39200</b>	<b>39700</b>	<b>40200</b>	<b>40700</b>	<b>41200</b>	<b>41700</b>	Total w/TRS
	3483	3528	3573	3618	3663	3708	3753	TRS
	35217	35672	36127	36582	37037	37492	37947	Base
10	<b>39500</b>	<b>40000</b>	<b>40500</b>	<b>41000</b>	<b>41500</b>	<b>42000</b>	<b>42500</b>	Total w/TRS
	3555	3600	3645	3690	3735	3780	3825	TRS
	35945	36400	36855	37310	37765	38220	38675	Base
11	<b>40300</b>	<b>40800</b>	<b>41300</b>	<b>41800</b>	<b>42300</b>	<b>42800</b>	<b>43300</b>	Total w/TRS
	3627	3672	3717	3762	3807	3852	3897	TRS
	36673	37128	37583	38038	38493	38948	39403	Base
12	<b>41100</b>	<b>41600</b>	<b>42100</b>	<b>42600</b>	<b>43100</b>	<b>43600</b>	<b>44100</b>	Total w/TRS
	3699	3744	3789	3834	3879	3924	3969	TRS
	37401	37856	38311	38766	39221	39676	40131	Base

13	<b>41900</b>	<b>42400</b>	<b>42900</b>	<b>43400</b>	<b>43900</b>	<b>44400</b>	<b>44900</b>	Total w/TRS
	3771	3816	3861	3906	3951	3996	4041	TRS
	38129	38584	39039	39494	39949	40404	40859	Base
14	<b>42700</b>	<b>43200</b>	<b>43700</b>	<b>44200</b>	<b>44700</b>	<b>45200</b>	<b>45700</b>	Total w/TRS
	3843	3888	3933	3978	4023	4068	4113	TRS
	38857	39312	39767	40222	40677	41132	41587	Base
15	<b>43500</b>	<b>44000</b>	<b>44500</b>	<b>45000</b>	<b>45500</b>	<b>46000</b>	<b>46500</b>	Total w/TRS
	3915	3960	4005	4050	4095	4140	4185	TRS
	39585	40040	40495	40950	41405	41860	42315	Base
16	<b>44300</b>	<b>44800</b>	<b>45300</b>	<b>45800</b>	<b>46300</b>	<b>46800</b>	<b>47300</b>	Total w/TRS
	3987	4032	4077	4122	4167	4212	4257	TRS
	40313	40768	41223	41678	42133	42588	43043	Base
17	<b>45100</b>	<b>45600</b>	<b>46100</b>	<b>46600</b>	<b>47100</b>	<b>47600</b>	<b>48100</b>	Total w/TRS
	4059	4104	4149	4194	4239	4284	4329	TRS
	41041	41496	41951	42406	42861	43316	43771	Base
18	<b>45900</b>	<b>46400</b>	<b>46900</b>	<b>47400</b>	<b>47900</b>	<b>48400</b>	<b>48900</b>	Total w/TRS
	4131	4176	4221	4266	4311	4356	4401	TRS
	41769	42224	42679	43134	43589	44044	44499	Base
19	<b>46700</b>	<b>47200</b>	<b>47700</b>	<b>48200</b>	<b>48700</b>	<b>49200</b>	<b>49700</b>	Total w/TRS
	4203	4248	4293	4338	4383	4428	4473	TRS
	42497	42952	43407	43862	44317	44772	45227	Base
20	<b>47500</b>	<b>48000</b>	<b>48500</b>	<b>49000</b>	<b>49500</b>	<b>50000</b>	<b>50500</b>	Total w/TRS
	4275	4320	4365	4410	4455	4500	4545	TRS
	43225	43680	44135	44590	45045	45500	45955	Base
21	<b>48300</b>	<b>48800</b>	<b>49300</b>	<b>49800</b>	<b>50300</b>	<b>50800</b>	<b>51300</b>	Total w/TRS
	4347	4392	4437	4482	4527	4572	4617	TRS
	43953	44408	44863	45318	45773	46228	46683	Base
22		<b>49600</b>	<b>50100</b>	<b>50600</b>	<b>51100</b>	<b>51600</b>	<b>52100</b>	Total w/TRS
		4464	4509	4554	4599	4644	4689	TRS
		45136	45591	46046	46501	46956	47411	Base
23			<b>50900</b>	<b>51400</b>	<b>51900</b>	<b>52400</b>	<b>52900</b>	Total w/TRS
			4581	4626	4671	4716	4761	TRS
			46319	46774	47229	47684	48139	Base
24					<b>52700</b>	<b>53200</b>	<b>53700</b>	Total w/TRS
					4743	4788	4833	TRS
					47957	48412	48867	Base

**Longevity Schedule 2011-2013**

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

**HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328**

**2011-2013  
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)**

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

**OTHER DUTIES**

	<b><u>PERCENT (%)</u></b>
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)**

**2011-2013  
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)**

<b><u>BASEBALL</u></b>	<b><u>PERCENT (%)</u></b>
Head Baseball Coach	7.0%
Assistant Baseball	5.0%
<b><u>VOLLEYBALL</u></b>	
Head Volleyball Coach	7.0%
Assistant Volleyball Coach	5.0%
<b><u>BASKETBALL</u></b>	
Head Basketball Coach	7.0%
Assistant Basketball Coach	5.0%
<b><u>5<sup>TH</sup> &amp; 6<sup>TH</sup> BASKETBALL</u></b>	3.0%
<b><u>TRACK</u></b>	
Head Track Coach	7.0%
Assistant Track Coach	5.0%

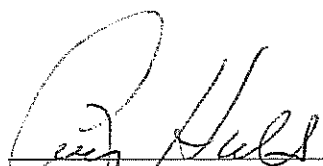
**OTHER DUTIES**


	<b><u>PERCENT (%)</u></b>
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**

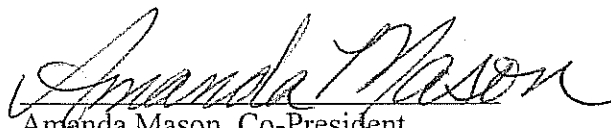
This agreement is adopted the 9th day of August, 2011.

Signed and dated this 9th day of August, 2011

  
\_\_\_\_\_  
Craig Huls, Board President  
Hamilton C.C. School District No.328

  
\_\_\_\_\_  
Joel Schlatter, Co-President  
Hamilton Federation of Teachers, Local 3757

  
\_\_\_\_\_  
Matthew Starr, Board Secretary  
Hamilton C.C. School District No.328

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