

CONTRACT

BETWEEN

DISTRICT NO. 328

HAMILTON EDUCATION ASSOCIATION

LOCAL 3757

IFT/AFT, AFL/CIO

AND

THE BOARD OF EDUCATION

OF

THE HAMILTON COMMUNITY CONSOLIDATED

SCHOOL DISTRICT NO. 328

AUGUST 18, 2007 - AUGUST 20, 2010

TABLE OF CONTENTS

ARTICLE II	NO STRIKE.....	Page 1
ARTICLE III	NEGOTIATION PROCEDURE.....	Page 1
ARTICLE IV	ASSOCIATION RIGHTS.....	Page 2
	4.1 Membership.....	Page 2
	4.2 Use of District Facilities.....	Page 2
	4.3 Conferences.....	Page 2
	4.4 Financial Information.....	Page 2
ARTICLE V	GRIEVANCE	
	5.1 Scope.....	Page 3
	5.2 Procedure.....	Page 3,4
ARTICLE VI	EMPLOYMENT CONDITIONS	
	6.1 Traveling Teachers.....	Page 4
	6.2 Assignments.....	Page 5
	6.3 Personnel File.....	Page 5,6
	6.4 Use of Equipment.....	Page 7
	6.5 Lunch Period.....	Page 7
	6.6 Posting of Vacancies.....	Page 7
	6.7 Transfer.....	Page 7
	6.8 Seniority.....	Page 8
	6.9 Teacher Evaluation.....	Page 8,9
	6.10 Suspension & Dismissal.....	Page 9
	6.11 Professional Growth.....	Page 10
	6.12 Communications.....	Page 10
	6.13 Substituting - Other Teachers.....	Page 10, 11
	6.14 Early Dismissal.....	Page 11
	6.15 Professional Calendar.....	Page 11
	6.16 Selection of Administrators.....	Page 11
	6.17 Conferences.....	Page 11

	6.18	Direct Deposits.....	Page 12
	6.19	Local Professional Development Committee.....	Page 12, 13
ARTICLE VII		LEAVES	
	7.1	Jury Duty.....	Page 13
	7.2	Sick Leave.....	Page 13
	7.3	Bereavement Leave.....	Page 13
	7.4	Contingency Leave.....	Page 14
	7.5	Teacher Workday.....	Page 15
ARTICLE VIII		FAIR SHARE.....	Page 15, 16
ARTICLE IX		COMPENSATION AND BENEFITS	
	9.1	Insurance.....	Page 16
	9.2	Extra Curricular Salaries.....	Page 17
	9.3	Retiring Teacher Pay.....	Page 17, 18
	9.4	THIS Pay.....	Page 18
	9.5	Longevity.....	Page 18, 19
	9.6	Limitation on TRS Creditable Compensation.....	Page 19, 20
ARTICLE X		EFFECT OF AGREEMENT	
	10.1	Copies.....	Page 20
	10.2	Duration.....	Page 21
	10.3	Individual Contracts.....	Page 21
	10.4	Complete Understanding.....	Page 21
	10.5	Waiver of Additional Bargaining.....	Page 21
	10.6	Prior Agreements.....	Page 21
	10.7	Validity.....	Page 21
		Advanced Degree Application Form.....	Page 22
		Salary Schedule - 2007-2008.....	Page 23, 24
		Extracurricular Schedule - 2007-2008.....	Page 25,26,27,28
		Salary Schedule - 2008-2009.....	Page 29-30
		Extracurricular Schedule - 2008-2009.....	Page 31,32,33,34

Salary Schedule - 2009-2010.....Page 35, 36
Extracurricular Schedule - 2009-2010.....Page 37,38,39,40
Board/Teacher Agreement.....Page 41

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.

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.

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.

- A. Ticket taker/seller duty at school events, and the reimbursement therefore, shall first be offered to bargaining unit member volunteers. If there are insufficient unit member 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.
- B. Members of the bargaining unit will be considered 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:
 - 1. remove the comment,
 - 2. attach to the comment a dated notice stating that this situation no longer exists, or
 - 3. leave the comment in the file; as is.

6.4 Use of Equipment

Use of/availability of typewriter:

Teachers will have access to a workable, electric typewriter in the main teacher work area in each building, for professional use.

Use of copy machine:

In an event where office personnel are not available, teachers may have access to, and professional use of, the copy 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.

Use of/availability of telephone:

Teachers will have access to the use of a telephone in each school:

1. High School: in the teachers' workroom
2. Junior High in the teachers' workroom
3. Elementary School: in the teachers' workroom

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

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.

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.

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.

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 C.C. School District #328 shall be deemed to have the greater seniority.

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 C.C. School District #328, a random lot selection will be conducted by the Board of Education to determine which teacher has the greater seniority.

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.

Page
10

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. 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 principal 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 be reimbursed upon presentation of approved vouchers for expenses for approved leave of up to \$200.00 per year, per teacher, accumulative to \$600.00 per teacher.

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

In the case of a scheduled school-related activity, the administration shall schedule substitutes on

a rotation basis. If a teacher is on the schedule, he/she has the right to find a substitute.

Teachers have the right to refuse to substitute unless it is a bona fide emergency or the advance schedule mentioned above.

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.

If a teacher substitutes for another teacher during the school day that teacher shall receive \$25.00 per period.

Page 11

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 propose calendar options for the faculty to vote on.

6.16 Selection of Administrators

A committee of four (4) teachers appointed by the Union shall be formed to help develop criteria for 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
- d. Transportation: Airfare at Coach Class
Mileage at same rate as Section 6.1
Other Commercial as pre-approved
- e. 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

- f. Meals:
Not to exceed rates for Illinois State Employees
(receipts required)

6.18 Direct Deposits

The District will, during the summer when teachers are not in attendance, deposit teachers checks directly in their bank by mail, provided that the teacher has requested this service in advance, and provides the District with the necessary deposit slips and self-addressed stamped envelopes.

6.19 Local Professional Development Committee (LPDC)

Size of Committee

The District LPDC shall consist of at least (3) classroom teachers; the superintendent or designee; and one (1) at-large member who shall be either a parent, a member of the business community, a community member, or an administrator. The classroom teachers shall be selected by the President of the Union. The other members (if any) shall be selected by the Board or designee and the superintendent or designee.

If it is mutually agreed between the Union and the Board that additional members are to be added to the Committee, a majority of Committee members must remain classroom teachers.

Term of Service

Those members appointed to the LPDC shall serve terms for five (5) year periods. The initial term shall be staggered so that members' initial terms expire after one, two, three, four and five years. Members may be re-appointed.

If an LPDC member resigns from the Committee or otherwise becomes ineligible to serve, a replacement shall be appointed to fill out the remainder of the term. The replacement shall be

appointed in the same manner as the member he or she is replacing.

The District shall have one (1) LPDC to serve all the teachers of the District.

Compensation

In recognition that from time to time the LPDC will have to read plans at home and meet after regular school hours, each classroom teacher member of the LPDC shall receive an annual stipend equal to one fiftieth (0.02) of the current base salary to be paid no later than the last paycheck in May of each year. However, the first year of this agreement, the teachers on this committee will receive 3% (.03) of the current base teacher salary, as they will be responsible for setting up the process in our District.

Page 13

Hold Harmless

The District shall protect and hold harmless all members of the LPDC that have been appointed by the Union for an action as a member of this Committee.

The LPCD shall develop some in-service opportunities for teachers outside the normal workday and will be available to develop some for regular District in-service time. Attendance at these in-services shall count as CPDU (Continued Professional Development Units) credit for those that attend.

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.

Page 14

7.4 Contingency Leave

- A. Teachers shall be granted three (3) days annually of contingency leave.
- B. Unused contingency leave shall accumulate as sick leave.
- C. Contingency 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. Contingency 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 businessAdvance notice of contingency 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. Contingency 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.
- E. Contingency 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.

- F. On any particular day, there will be a limit as to the number of staff members who may take contingency 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).
- G. 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 contingency 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.

Page 15

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:

1. 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
 2. 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).
- Page 16
- 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.
- A. If a non-member teacher declares the right of non-association based upon bona fide religious tenets or teaching or a church or religious body of which such teacher is a member, such teacher shall be required to pay an amount equal to the teacher's proportionate share to a non-religious charitable organization mutually agreed upon by the teacher and the Association. If the teacher and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the Illinois Education Labor Relations Board in accordance with its rules.

ARTICLE IX

COMPENSATION AND BENEFITS

9.1 Insurance

The District will pay an amount equal to 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.

Page 17

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 increase 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. Provided, 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 assignment or who is removed from such duty or assignment by the Board shall receive the salary increase provided herein, but shall perform comparable additional 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.

Page 18

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

Each teacher who has not attained a Master's degree or beyond, and who shall reach placement on the last cell of any lane of the salary schedule shall receive a longevity stipend equal to Five Hundred Dollars (\$500.00) in the second year and in each succeeding year for four (4) years after the teacher shall have no further steps available on the schedule. In the fifth year after such teacher shall have reached placement on the last cell of any lane of the salary schedule the

longevity stipend shall increase to One Thousand Dollars (\$1000) for each of the next four (4) years and so on at the rate of Five Hundred Dollars (\$500) for each four (4) year period thereafter.

For example, presuming no negotiated increase in the example salary schedule during the period considered. If the last step of the salary schedule wherein the teacher is placed for 2006-2007 and the teacher's salary for 2006-2007 is Thirty Thousand and 00/100 Dollars (\$30,000.00), then for each of 2007-2008, 2008-2009, 2009-2010 and 2010-2011, the teacher's salary shall be Thirty Thousand Five Hundred and 00/100 Dollars(\$30,500.00); and for each of 2011-2012, 2012-2013, 2013-2014, and 2014-2015, the teacher's salary shall be Thirty One Thousand and 00/100 Dollars (\$31,000.00). Provided, however, that no teacher shall receive more than five (5) longevity increments during his or her employment in the District.

Page 19

Each Teacher who has attained the Master's column or beyond on the salary schedule and who shall reach placement on the last cell of any lane of the salary schedule shall receive a longevity stipend equal to Five Hundred Dollars (\$500) in the second year and in each succeeding year for two (2) years after the teacher shall have no further steps available on the schedule. In the third year after such teacher shall have reached placement on the last cell of any lane of the salary schedule the longevity stipend shall increase to One Thousand Dollars (\$1000) for each of the next two (2) years and so on at the rate of Five Hundred Dollars (\$500) for each two (2) year period thereafter.

For example, presuming no negotiated increase in the example salary schedule during the period considered. If the last step of the salary schedule wherein the teacher is placed for 2006-2007 and the teacher's salary for 2006-2007 is Thirty Thousand and 00/100 Dollars (\$30,000.00), then for each of 2007-2008 and 2008-2009, the teacher's salary shall be Thirty Thousand Five Hundred and 00/100 Dollars (\$30,500.00); and for each of 2009-2010 and 2010-2011, the teacher's salary shall be Thirty One Thousand and 00/100 Dollars (\$31,000.00). Provided, however, that no teacher shall receive more than five (5) longevity increments during his or her employment in the District.

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:

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

Page 21

10.2 Duration

This Agreement shall become effective August 18, 2007 and continue through August 20, 2010.

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 supercedes 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.

HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

**APPLICATION FOR APPROVAL OF
ADVANCED DEGREE OR ADDITIONAL CERTIFICATION**

1. Name _____
2. Grade level/subject area of teaching _____
3. Attendance Center _____
4. Highest degree obtained _____
5. Description and course number of proposed courses:
Course Number _____
Course Name _____
Number of Hours _____
Movement on Salary Schedule _____
Tuition Reimbursement _____
Superintendent Approval _____
6. Advanced degree or additional certification sought _____
7. Name of College/University providing the course _____
8. Total cost per semester: Fall _____ Spring _____ Summer _____

9. I understand that in order to qualify for tuition reimbursement, the grade of "B" or higher is required.
10. I understand that the 90% reimbursement will be at the average of all public Illinois University tuition rates.
11. I will/will not be moving horizontally on the pay schedule during the next school term if the course work is successfully completed.
12. I understand that in order to qualify for salary advancement, I must submit an official transcript to the Superintendent by September 1, indicating all pre-approved courses.

Date _____ Signature of Teacher _____

Date _____ Signature of Principal _____

Date _____ Signature of Superintendent _____

_____ Approved _____ Not Approved

Complete in Duplicate

HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

**2007-2008
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 (\$26,453).

HIGH SCHOOL (9-12)

<u>FOOTBALL</u>	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Head Football Coach	13.0%	\$3,439
Assistant Football Coach	9.0%	\$2,381
<u>VOLLEYBALL</u>		
Head Volleyball Coach	13.0%	\$3,439
Assistant Volleyball Coach	9.0%	\$2,381
<u>BASKETBALL</u>		
Head Basketball Coach	13.0%	\$3,439

Assistant Basketball Coach	9.0%	\$2,381
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BASEBALL

Head Baseball Coach	9.0%	\$2,381
Assistant Baseball Coach	7.0%	\$1,852

SOFTBALL

Head Softball Coach	9.0%	\$2,381
Assistant Softball Coach	7.0%	\$1,852

GOLF

Head Golf Coach	6.0%	\$1,587
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ATHLETIC DIRECTOR

Athletic Director	13.0%	\$3,439
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TRACK

Head Track Coach	7.0%	\$1,852
Assistant Track Coach	5.0%	\$1,323

**Extra Duty Schedule, 2007-2008
Hamilton High School**

OTHER DUTIES

	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Senior Class Sponsor (plus .5% if senior trip)	2.0%	\$ 529
Junior Class Sponsor	5.0%	\$1,323
Sophomore Class Sponsor	2.0%	\$ 529
Freshman Class Sponsor	2.0%	\$ 529
Student Council Sponsor	2.5%	\$ 661
Yearbook Sponsor	5.0%	\$1,323
Band Director	13.0%	\$3,439
Chorus Director	7.0%	\$1,852

WYSE Sponsor	2.0%	\$ 529
Musical Director/Drama	7.0%	\$1,852
Musical Assistant/Drama	5.0%	\$1,323
Cheerleading Sponsor	5.0%	\$1,323
Poms Sponsor	4.0%	\$1,058
Science Olympiad Sponsor	1.5%	\$ 397
Sponsors of Administrative Approved Clubs	1.5%	\$ 397
Curriculum Rate		\$20/hour

HAMILTON JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

**2007-2008
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 (\$26,453).

JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

<u>BASEBALL</u>	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Head Baseball Coach	7.0%	\$1,852
Assistant Baseball	5.0%	\$1,323

VOLLEYBALL

Head Volleyball Coach	7.0%	\$1,852
Assistant Volleyball Coach	5.0%	\$1,323

BASKETBALL

Head Basketball Coach	7.0%	\$1,852
Assistant Basketball Coach	5.0%	\$1,323

5TH & 6TH BASKETBALL

	3.0%	\$ 794
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TRACK

Head Track Coach	7.0%	\$1,852
Assistant Track Coach	5.0%	\$1,323

**Extra Duty Schedule, 2007-2008
Hamilton Junior High & Elementary School**

OTHER DUTIES

	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Student Council Sponsor	2.0%	\$ 529
Science Olympiad Sponsor	1.5%	\$ 397
Scholastic Bowl Sponsor	3.0%	\$ 794
Yearbook Sponsor	1.0%	\$ 265

Spelling Bee Director (P-5)	0.5%	\$ 132
Spelling Bee Director (6-8)	0.5%	\$ 132
Cheerleading Sponsor	5.0%	\$1,323
Speech Club Sponsor	4.0%	\$1,058
Speech Club Assistant Sponsor	2.0%	\$ 529
Jr. High Drama/Musical	6.0%	\$1,587
Jr. High Drama Assistant	4.0%	\$1,058
Sponsors of Administrative Approved Clubs	1.5%	\$ 397
Curriculum Rate		\$20/hour

HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

**2008-2009
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 (\$26,778).

HIGH SCHOOL (9-12)

<u>FOOTBALL</u>	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Head Football Coach	13.0%	\$3,481
Assistant Football Coach	9.0%	\$2,410
<u>VOLLEYBALL</u>		
Head Volleyball Coach	13.0%	\$3,481
Assistant Volleyball Coach	9.0%	\$2,410

BASKETBALL

Head Basketball Coach	13.0%	\$3,481
Assistant Basketball Coach	9.0%	\$2,410

BASEBALL

Head Baseball Coach	9.0%	\$2,410
Assistant Baseball Coach	7.0%	\$1,874

SOFTBALL

Head Softball Coach	9.0%	\$2,410
Assistant Softball Coach	7.0%	\$1,874

GOLF

Head Golf Coach	6.0%	\$1,607
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ATHLETIC DIRECTOR

Athletic Director	13.0%	\$3,481
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TRACK

Head Track Coach	7.0%	\$1,874
Assistant Track Coach	5.0%	\$1,339

**Extra Duty Schedule, 2008-2009
Hamilton High School**

OTHER DUTIES

	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Senior Class Sponsor (plus .5% if senior trip)	2.0%	\$ 536
Junior Class Sponsor	5.0%	\$1,339
Sophomore Class Sponsor	2.0%	\$ 536
Freshman Class Sponsor	2.0%	\$ 536
Student Council Sponsor	2.5%	\$ 669
Yearbook Sponsor	5.0%	\$1,339

Band Director	13.0%	\$3,481
Chorus Director	7.0%	\$1,874
WYSE Sponsor	2.0%	\$ 536
Musical Director/Drama	7.0%	\$1,874
Musical Assistant/Drama	5.0%	\$1,339
Cheerleading Sponsor	5.0%	\$1,339
Poms Sponsor	4.0%	\$1,071
Science Olympiad Sponsor	1.5%	\$ 402
Sponsors of Administrative Approved Clubs	1.5%	\$ 402
Curriculum Rate		\$20/hour

HAMILTON JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

**2008-2009
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 (\$26,778).

JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

<u>BASEBALL</u>	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Head Baseball Coach	7.0%	\$1,874

Assistant Baseball	5.0%	\$1,339
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VOLLEYBALL

Head Volleyball Coach	7.0%	\$1,874
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Assistant Volleyball Coach	5.0%	\$1,339
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BASKETBALL

Head Basketball Coach	7.0%	\$1,874
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Assistant Basketball Coach	5.0%	\$1,339
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5TH & 6TH BASKETBALL

	3.0%	\$ 803
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TRACK

Head Track Coach	7.0%	\$1,874
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Assistant Track Coach	5.0%	\$1,339
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**Extra Duty Schedule, 2008-2009
Hamilton Junior High & Elementary School**

OTHER DUTIES

	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Student Council Sponsor	2.0%	\$ 536
Science Olympiad Sponsor	1.5%	\$ 402
Scholastic Bowl Sponsor	3.0%	\$ 803

Yearbook Sponsor	1.0%	\$ 268
Spelling Bee Director (P-5)	0.5%	\$ 134
Spelling Bee Director (6-8)	0.5%	\$ 134
Cheerleading Sponsor	5.0%	\$1,339
Speech Club Sponsor	4.0%	\$1,071
Speech Club Assistant Sponsor	2.0%	\$ 536
Jr. High Drama/Musical	6.0%	\$1,607
Jr. High Drama Assistant	4.0%	\$1,071
Sponsors of Administrative Approved Clubs	1.5%	\$ 402
Curriculum Rate		\$20/hour

HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

**2009-2010
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 (\$27,178).

HIGH SCHOOL (9-12)

<u>FOOTBALL</u>	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Head Football Coach	13.0%	\$3,533
Assistant Football Coach	9.0%	\$2,446

VOLLEYBALL

Head Volleyball Coach	13.0%	\$3,533
Assistant Volleyball Coach	9.0%	\$2,446

BASKETBALL

Head Basketball Coach	13.0%	\$3,533
Assistant Basketball Coach	9.0%	\$2,446

BASEBALL

Head Baseball Coach	9.0%	\$2,446
Assistant Baseball Coach	7.0%	\$1,902

SOFTBALL

Head Softball Coach	9.0%	\$2,446
Assistant Softball Coach	7.0%	\$1,902

GOLF

Head Golf Coach	6.0%	\$1,631
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ATHLETIC DIRECTOR

Athletic Director	13.0%	\$3,533
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TRACK

Head Track Coach	7.0%	\$1,902
Assistant Track Coach	5.0%	\$1,359

**Extra Duty Schedule, 2009-2010
Hamilton High School**

OTHER DUTIES

	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Senior Class Sponsor (plus .5% if senior trip)	2.0%	\$ 544
Junior Class Sponsor	5.0%	\$1,359
Sophomore Class Sponsor	2.0%	\$ 544
Freshman Class Sponsor	2.0%	\$ 544

Student Council Sponsor	2.5%	\$ 679
Yearbook Sponsor	5.0%	\$1,359
Band Director	13.0%	\$3,533
Chorus Director	7.0%	\$1,902
WYSE Sponsor	2.0%	\$ 544
Musical Director/Drama	7.0%	\$1,902
Musical Assistant/Drama	5.0%	\$1,359
Cheerleading Sponsor	5.0%	\$1,359
Poms Sponsor	4.0%	\$1,087
Science Olympiad Sponsor	1.5%	\$ 408
Sponsors of Administrative Approved Clubs	1.5%	\$ 408
Curriculum Rate		\$20/hour

HAMILTON JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

**2009-2010
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 (\$27,178).

JUNIOR HIGH & ELEMENTARY SCHOOL (P-8)

<u>BASEBALL</u>	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Head Baseball Coach	7.0%	\$1,902
Assistant Baseball	5.0%	\$1,359

<u>VOLLEYBALL</u>		
Head Volleyball Coach	7.0%	\$1,902
Assistant Volleyball Coach	5.0%	\$1,359

<u>BASKETBALL</u>		
Head Basketball Coach	7.0%	\$1,902
Assistant Basketball Coach	5.0%	\$1,359

<u>5TH & 6TH BASKETBALL</u>	3.0%	\$ 815
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<u>TRACK</u>		
Head Track Coach	7.0%	\$1,902
Assistant Track Coach	5.0%	\$1,359

**Extra Duty Schedule, 2009-2010
Hamilton Junior High & Elementary School**

OTHER DUTIES

	<u>PERCENT (%)</u>	<u>DOLLARS</u>
Student Council Sponsor	2.0%	\$ 544

Science Olympiad Sponsor	1.5%	\$ 408
Scholastic Bowl Sponsor	3.0%	\$ 815
Yearbook Sponsor	1.0%	\$ 272
Spelling Bee Director (P-5)	0.5%	\$ 136
Spelling Bee Director (6-8)	0.5%	\$ 136
Cheerleading Sponsor	5.0%	\$1,359
Speech Club Sponsor	4.0%	\$1,087
Speech Club Assistant Sponsor	2.0%	\$ 544
Jr. High Drama/Musical	6.0%	\$1,631
Jr. High Drama Assistant	4.0%	\$1,087
Sponsors of Administrative Approved Clubs	1.5%	\$ 408
Curriculum Rate		\$20/hour

HAMILTON COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO.328

This agreement is adopted the 15th day of August, 2007.

Signed and dated this 19th day of September, 2007.

Doug Summers, Board President
Hamilton C.C. School District No.328

Bill Knowles, Co-President
Hamilton Education Association, Local 3757

Jerrod Leffler, Board Secretary
Hamilton C.C. School District No.328

Kelly Celandia, Co-President
Hamilton Education Association, Local 3757

