

**HAMILTON COUNTY COMMUNITY UNIT DISTRICT NO. 10
MCLEANSBORO, ILLINOIS
&
ILLINOIS FEDERATION OF TEACHERS NO. 4148**

**STATEMENT OF AGREEMENT
FOR
WAGES AND BENEFITS**

2016-2017 SCHOOL YEAR

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ARTICLE I - Agreement

This agreement sets forth the wages, benefits, working conditions, and rights of employee units of the Board of Education of Hamilton County Unit 10 Schools as listed in Article II of this agreement.

ARTICLE II - Recognition

The Board and the Federation agree that the following units shall be included in the bargaining agreement: All regular full or regular part-time certified teachers employed for the full school year, librarians, special classroom teachers, certified school nurses, counselors, and coaches who are regular full or regular part-time certified teachers. Excluded from the bargaining agreement are all other employees of the district. For each regularly employed full-time employee (75% or more of the school day, the Board shall provide health insurance and life insurance coverage as outlined in Article IX-A. The school day is defined as a 7 hour day (7.5 hrs. - .5 hr. lunch)

ARTICLE III - Employer Rights

All rights set forth in the Illinois School Code pertaining to employment and working conditions, administration, supervision, reorganization, grade assignment, etc.

ARTICLE IV - Teacher Rights

All rights afforded by the Illinois School Code and those set forth herein.

A. Personnel File

Employee has the right to review his/her personnel file, and to place any rebuttal memorandum therein. Within 72 hours after having submitted a written request, each teacher shall have the right to review the contents of his/her personnel file. The teacher's review of his/her file shall be in compliance with rules and regulations of the Illinois Personnel Records Review Act, 820 ILCS 40 et. seq. The teacher, at his/her written request, may have a Federation member present during the review of his/her personnel file.

B. Fair Share

1. All employees covered by this Agreement who are not members of the UNION, commencing on the effective date of this Agreement, or upon their initial employment, and continuing during the term of this Agreement, and so long as they remain non-members of the UNION, shall pay to the UNION each month their fair share of the costs of the services rendered by the UNION that are chargeable to non-members under state and federal law.
2. Such fair share payment by non-members shall be deducted by the BOARD from the earnings of the non-member employees and remitted to the UNION provided, however, that the UNION shall certify to the BOARD a fair share amount not to exceed the dues uniformly required of members in conformity with state law and Labor Board rules.
3. The BOARD shall cooperate with the UNION to ascertain the names of all teacher employee non-members of the UNION from whose earnings the fair share payments shall be deducted, their work locations, and provide available space to post a notice concerning fair share in each attendance center.
4. The UNION shall cause to be posted a notice concerning the fair share fee information required or permitted by the Labor Relations Act and Board rules.

5. Upon adoption of any UNION internal appeal procedure, the UNION shall supply the BOARD with a copy. In addition, the UNION shall advise the BOARD of subsequent changes therein.
6. Upon receipt of formal notice of an objection or unfair labor practice charge to the Labor Board, the UNION and the BOARD hereby agree to comply with Labor Board rules. The BOARD shall forward the objector's fee or portion of the objector's fees being contested to the Labor Board to be placed in an escrow account pending a decision or mutually agreeable settlement between the UNION and the objector(s).
7. The Hamilton County Federation of Teachers, the Illinois Federation of Teachers, and the American Federation of Teachers shall jointly and severally indemnify and hold harmless the BOARD, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of action taken by the BOARD for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
8. If during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the UNION and the BOARD agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.
9. If a non-member teacher declares the right of non-association based upon bona fide religious tenets or teaching of 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 UNION. If the teacher and the UNION are unable to reach agreement on the matter, the charitable organization shall be selected from a list established and approved by the Illinois Educational Labor Relations Board in accordance with its rules.

C. Dues Deduction

The Board shall, upon the written request of an employee, withhold from the compensation of that employee any dues, payments, or contributions payable by such employee to any employee labor or professional organization. Under such arrangement, an amount shall be withheld from each regular payroll period which is equal to the pro rata share of the annual dues plus any payments or contributions and the Board shall transmit such withholdings to the specified professional or labor organization, within ten working days from the time of the withholding.

ARTICLE V - Working Conditions

A. School Day

1. The regular school day for teachers shall start at 8:00 a.m. and end at 3:30 p.m. However, the day may be extended by the building principal where deemed necessary, but the extension shall not go beyond the hour of 4:00 p.m. It is understood that this time limit shall not apply to specifically assigned salaried sponsorships, teacher initiated field trips, pre-established meetings with building principals, parent-teacher conferences, school sponsored open-houses and one graduation and one honors ceremony. Such events are a part of the teaching responsibilities and therefore there will be no additional compensation and teachers will be required to attend. On the days scheduled for said Jr./Sr. High graduation,

Jr./Sr. High honors events, elementary honors events, and open houses, teachers who will be attending shall be allowed to leave school at student dismissal times, but no earlier than 3:00 p.m. Teachers who fail to attend their required events without prior approval from the Superintendent will be considered absent from work without authorization and will have their pay docked one half day of pay.

2. A records day shall be held at the end of the first three grading periods. Students shall be dismissed after attending the required number of hours to meet the school code and enable the district to be eligible for state aid reimbursement for the day.

B. Staff Assignments

All staff assignments, including designation of head teacher duties, shall be made at least thirty (30) days prior to the beginning of the school year except in extenuating circumstances such as late resignations, lack of highly qualified applicants based on No Child Left Behind as defined by the state of Illinois, and untimely deaths.

Employees involved in changes shall be consulted prior to any decision. Re-assignment of full-time duties once the term has commenced shall not be made without teacher input, except in the case of emergency. When a teaching assignment is changed after the school term has begun, the teacher(s) involved will, at the Superintendent's determination, either receive one day of release time or be paid for one day of their yearly salary under the following conditions:

1. To be eligible, the teacher must be teaching in a grade level or in a subject matter never taught before.
2. Will be spending 50% or more of the teaching time in the new grade level or subject matter and/or classroom.

C. Class Size

The Board agrees to adopt and maintain the following policy for the duration of this agreement.

1. When possible in grades K-3, an aide may be provided when the enrollment numbers 25 or above for more than half of the school day.
2. When possible in grades 4-6, an aide may be provided when the enrollment numbers 30 or above for more than half of the school day.

D. Lunch Hour

Every teacher in any attendance center where two or more teachers are employed whose duties require attendance at the school for four or more clock hours in any school day shall be entitled to and be allowed a duty free lunch period equal to the regular school lunch period but not less than 30 minutes in each day.

E. Posting

All vacancies, except positions filled by reassignment under Article V.B or positions offered to teachers on a recall list, shall be posted in the central office of each attendance center as they occur. Except in cases of emergency, after consulting with the Union President, no vacancy shall be filled in less than ten (10) days after the first posting. The district shall email said posting to the Union President during the summer months when school is not in session. Teachers who provide a self-addressed stamped envelope to the Superintendent's office shall also receive the postings. Final selection shall be determined by the Board of Education.

F. Absence

All absences are to be reported to the principal or designee. Employees unable to notify the principal are requested to report absences to a place or person to be designated by the

Superintendent. It is the employee's responsibility to submit proper absence form information to the principal promptly after returning to work from an absence.

G. Substitution

Acquisition and assignment of substitutes is the sole responsibility of the Superintendent or his designees. A list of available substitutes will be maintained in the central office.

- A substitute shall be hired when a music teacher is absent.
- A substitute shall be hired when the librarian is absent.

H. Educational Excellence Committee

Said committee shall be established that is composed of at least 8 teachers, 3 Board members, and 2 administrators. The purpose of the committee shall be to discuss matters of mutual interest relative to the general improvement of the employee/employer relations, as well as educational issues. Discussions through this committee shall not constitute negotiations nor circumvent the grievance arbitration provision of the contract.

I. Graduate Course Approval Form

A teacher must complete a district Graduate Course Approval Form and submit that form to the superintendent for approval no later than twenty (20) days prior to the first day of any such graduate level course that the employee intends to take and apply towards movement on salary schedule.

The superintendent will either approve or deny the teacher's request on the form and return the form to the teacher no later than ten (10) days after receiving the form. The Superintendent's decision will be based on his/her discretion that the course work will further the teacher's instructional or administrative knowledge and skill. If the decision is to deny, notification to the employee will be made only after consulting with the Union President.

J. Employee Information

At the time of employment and each year thereafter, the employer shall furnish to each employee a statement as to the Employee's salary schedule placement, sick days and personal days accumulated as of July 1st, and other pertinent information related to the employee's employment. Each employee shall within twenty (20) days return a signed copy of the statement if they agree that the information is correct or contact the unit office and request a conference for an explanation or correction of the statement. The information contained in the statement shall be deemed correct if the employee fails to return a signed copy or does not request a conference within twenty (20) days.

K. Planning Periods

1. Teachers with a planning period 8th hour may coach 8th hour sports at the high school with no factoring in salary.
2. Teachers with an 8th hour P. E. class are permitted a planning period with no factoring.
3. Release time necessary for any elementary teacher assigned to an 8th hour P. E. class at the junior high or high school shall be the responsibility of the administration at that elementary building affected. The process of using elementary teachers in this way is discouraged at all times when possible.
4. Teachers shall be compensated \$20.00/day if they are used as a substitute teacher during their planning period or special period at the elementary level.

L. **Mt. Vernon Teacher Conference**

Teachers shall be required to attend and fully participate in the Mt. Vernon Teachers' Conference. Full participation shall be defined as attendance verification in five session activities that day (one activity time allowed for lunch or lunch alternative) as documented by submission of a legible copy of the Mt. Vernon Conference CPDU Evidence of Completion Form or other appropriate document as approved by the Superintendent. Any teacher who presents a single conference session can count the session as (2) two; presenting at a double session will count as (3) three. Two attendance labels submitted for the same session will not be approved in same time slot. Submission of the copy shall be made by the teacher to their respective building principal within five (5) school days after the Mt. Vernon Conference. Failure to provide proper attendance verification shall result in a dock in pay equivalent to one-half or one day of the teacher's daily rate as appropriate for each day. The Board of Education will determine if teachers will participate and attend the Mt. Vernon Conference after the 2014-2015 school year.

ARTICLE VI - Seniority

SENIORITY shall be defined as follows:

A. Employees tenured prior to June 30, 2005 shall remain frozen as per the existing seniority schedule as established by the collective bargaining agreement in affect prior to June 30th, 2005.

B. For employees tenured after June 30, 2005, the administration shall prepare a seniority list of employees covered by this agreement based on the beginning date of continuous (full-time) service. In the event of more than one employee having the same seniority, a lottery shall determine the order of seniority.

Any employee working less than full-time (100%) who did not acquire tenure status in the District prior to employment in the part-time position, shall not accrue seniority or tenure and shall remain subject to dismissal as a non-tenured employee.

Any full-time tenured teacher reduced to part-time under a reduction in force or recalled to a part-time position, shall not lose tenure status or rights and shall earn seniority on a pro-rated basis while in the part-time position.

C. Continuous employment shall be defined as most recent employment of the Board of Education regardless of status (i.e., teaching or on leave) from the first day of work in continuous employment. If an employee covered under this agreement is given an honorable dismissal, but returns within the next school calendar school year, that employee shall retain his/her original date of employment for seniority rights.

D. Prior to November 1st of each school term, the superintendent shall post a listing of the seniority rank of all teachers in the school district. In order to ensure the seniority of teachers is properly calculated, the seniority posting will include the following notice to teachers: "Each teacher shall have (20) employment days thereafter to file written objection to his/her ranking and shall detail the alleged specific error in the ranking. Failure to make such timely objections will be deemed as acceptance of the ranking, and the teacher cannot thereafter challenge his/her seniority for the school term."

E. On or before 75 calendar days prior to the end of each school year, the superintendent shall provide a RIF list to the Union President and members of the Joint RIF Committee, which RIF list shall comply with the Illinois School Code.

ARTICLE VII - Grievance Procedure

1. Definition

A grievance shall mean a written complaint by a member of the bargaining unit that there has been an alleged violation, misinterpretation, or misapplication of the specific provisions of this Agreement.

2. Purpose

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, the purpose of which is to secure, at the lowest possible administrative level, equitable solutions to valid grievances which may arise.

3. Representation

The grievant has the right to representation of choice in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Federation, and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

4. Time Limits

A grievance must be filed within ten (10) days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

5. Procedures

The parties acknowledge that it is usually most desirable for a teacher and the teacher's immediate supervisor to resolve problems through informal and free communications. If, however, the informal process fails to satisfy the teacher, a grievance may be processed in the following manner and the grievant may be accompanied by a representative of choice:

Step One

The teacher or the Federation shall file the grievance in writing with the immediate supervisor, who shall certify by signature the date the grievance was received. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement which are applicable, and shall state the remedy requested. The supervisor shall arrange for a meeting to take place with the grievant within ten (10) days after receipt of the grievance. The supervisor shall make a decision on the grievance and communicate it in writing to the grievant and the Superintendent within five (5) days of the meeting.

Step Two

In the event a grievance has not been satisfactorily resolved at Step One, the grievant may present the grievance within ten (10) days to the Superintendent, who will follow the same provisions as established in Step One.

Step Three

If the grievance is not satisfactorily resolved at Step Two, the grievant shall file, within ten (10) days of receipt of the Superintendent's decision at Step Two, a request for a hearing with the Board. The Board shall meet with the grievant within fifteen (15) days after receipt of the request for a hearing. The Board, or their designee, shall file an answer within ten (10) days of the hearing and communicate it in writing to the grievant and the Superintendent.

Step Four

If the grievance is not satisfactorily resolved at Step Three, the grievance shall proceed to

binding arbitration. The Federation shall submit to the Superintendent a written request on behalf of the Federation and the grievant to enter into binding arbitration. If a demand for binding arbitration is not filed within twenty (20) days of receipt of the Step Three decision, then the grievance shall be deemed withdrawn.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Federation 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 will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the District and the Federation.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in their opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to them in writing by the District and the Federation, and their decision must be based solely and only upon their interpretation of the meaning or application of the expressed relevant language of the Agreement.

6. Additional Items

1. Bypass - By mutual agreement, any step of the grievance procedure may be bypassed to the level of occurrence.
2. Withdrawal - A grievance may be withdrawn at any level without establishing a precedent.
3. Settlement - By mutual agreement, a grievance may be settled at any step without establishing precedent.
4. Costs of Arbitration - The fees and the expenses of the arbitrator shall be shared equally by the parties. The parties shall each be responsible for the costs of their own representation. If only one party requests the presence of a court reporter, that party shall bear the costs of the reporter. If only one party requests the postponement of an arbitration hearing, that party shall bear the costs of such postponement.
5. Cooperation - The District and the Federation shall cooperate in the investigation of any grievance.
6. Handling of Grievance - Any investigation or other handling or processing of any grievances by the grievant or the Federation shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grievant or of the District's employees.
7. Contract Expiration - A grievance arising under this contract may be processed through the grievance procedure until resolution even after expiration of the contract.
8. Bar to Appeal - Failure of a grievant or the Federation to act on any grievance within the prescribed time limits will act as bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits may be extended by mutual agreement.
9. Other Complaints - If the Federation or any employee files any claim or complaint in any form other than under the grievance procedure of this Agreement, then the District shall not be required to process this same claim or set of facts through the grievance procedure.
10. No Reprisal - No reprisal shall be taken by the District against any teacher because of the filing or participation in a grievance.

11. Definition - When the term "days" is used in this Article, it shall be defined to mean "days when school is in session" except that when school is not in session, it shall be defined to mean week days.

ARTICLE VIII - Leaves

A. Sick Leave

For teachers that entered and paid into TRS prior to June 1, 2014, the Board shall grant to each regularly employed teacher (75% or more) 14 days sick leave per year at full pay. The Board shall grant to each regularly employed teacher (50% but less than 75%) 7 days sick leave per year at the employees per diem rate of pay. Teachers working less than 50% will not be granted any sick day leave. Regularly employed teachers (75% or more) electing to use half (1/2) of a sick day must complete 3 ½ paid hours prior to leaving from their assigned duties or upon returning to their assigned duties.

For teachers that entered and paid into TRS on or after June 1, 2014, effective with any new teacher employed for the 2015-2016 school year and beyond, the Board shall grant to each regularly employed teacher (75% or more) 10 days sick leave per year at full pay. The Board shall grant to each regularly employed teacher (50% but less than 75%) 5 sick leave days per year at the employees per diem rate of pay. Teachers working less than 50% will not be granted any sick day leave.

The unused amount shall accumulate to a maximum of 360 days for teachers who paid into TRS prior to June 1, 2014 and 120 days for teachers who paid into TRS on or after June 1, 2014. (i.e., Upon accumulation of 360 days or 120 days, the following year you will receive 14 days or 10 days. If 5 days are used, the remaining 9 days or 5 days will not accumulate.)

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household or birth, adoption, or placement for adoption. For paid leave for adoption or placement for adoption, the school board may require that the teacher or other employee provide evidence that the formal adoption process is underway, and such leave is limited to 30 days.

For purposes of the Section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, brother-in-law, sister-in-law, parent-in-law, aunts, uncles, nieces, nephews, and legal guardians.

Sick Day Leave Incentive: Teachers who demonstrate excellent or above average attendance shall be entitled to a one-time payment for the school year when the teacher meets the following criteria. Teachers will be compensated at the following rate for attendance. Payment will be made on the June 20th pay period.

<u>Absent 0 days</u>	<u>\$300</u>	<u>Absent 3 days</u>	<u>\$150</u>
<u>Absent .5 day</u>	<u>\$275</u>	<u>Absent 3.5 days</u>	<u>\$100</u>
<u>Absent 1 day</u>	<u>\$250</u>	<u>Absent 4 or more days</u>	<u>\$0</u>
<u>Absent 1.5 days</u>	<u>\$225</u>		
<u>Absent 2 days</u>	<u>\$200</u>		
<u>Absent 2.5 days</u>	<u>\$175</u>		

The "trading" of sick days for personal days will count against the sick day leave incentive.

B. Personal Leave

The Board shall grant each regularly employed teacher (75% or more) two (2) personal leave days per year from year one to year fifteen of district service. Employees will be awarded three (3) personal leave days per year from year sixteen to year twenty-five of district service. Employees will be awarded four (4) personal leave days per year from year twenty-six and until retirement of district service. Personal leave days may be accumulated to a maximum of four (4). The Board shall grant to each regularly employed teacher (50% but less than 75%) 1 day personal leave per year at the employee's per diem rate of pay. Teachers working less than 50% will not be granted any personal day leave. Regularly employed teachers (75% or more) electing to use half (1/2) of a personal day must complete 3 ½ paid hours prior to leaving from their assigned duties or upon returning to their assigned duties.

Employees that begin a school term with 2 personal leave days will be entitled to trade two (2) sick leave days for one (1) personal leave day and can make the trade a maximum of two times during the school year. Employees that begin a school term with 3 personal leave days will be entitled to trade two (2) sick leave days for one (1) personal leave day and can make the trade one time during the school year. The trade of any sick leave for personal leave will be subject to the following limitations/restrictions:

- a. The employee must have exhausted all of his/her personal leave days (either 2 or 3 as applicable), in order to make a trade, or
- b. The employee has not exhausted all of his/her personal leave days (either 2 or 3 as applicable), makes the trade and will be required to use all available personal leave days consecutively. For example, an employee is given 2 personal leave days at the start of the school year. The employee trades 4 sick leave days for 2 personal leave days. The trade is permitted, but the employee must take all 4 personal leave days at the same time.
- c. Under no circumstances can an employee accumulate or use more than 4 personal leave days in a school year.
- d. All other provisions of personal leave procedures shall apply.
- e. The trading of sick leave days for personal leave days will count against the sick day leave incentive.

Employees shall notify the Superintendent at least three (3) days in advance of the requested use of personal leave days. However, the Superintendent may waive this advance notice requirement in emergency situations. No more than 10% of the teaching staff at East Side or the Junior/Senior High School and no more than 2 teachers at Pre-School or Dahlgren School may use personal leave on the same day. Conflicts of more than this amount will be decided on the basis of teachers with higher seniority receive first priority.

Personal leave shall not be used on school improvement days, teacher in-service, parent-teacher conference, or teacher institute days. A teacher will be assessed one-half or one full dock day as appropriate if it is absolutely necessary to be off on these days for other than qualified sick leave, bereavement leave, or school-approved trips.

A teacher may not use a personal day before or after a designated school holiday or scheduled school calendar break without approval by the Superintendent based on the individual merits of the request.

Unused personal leave days shall accumulate as sick leave days in accordance with Article VIII, Part A. Teachers must utilize all accumulated personal leave days prior to being permitted to take a dock in pay.

C. **Bereavement Leave**

Any full time (75% or more) teacher may be excused for whatever number of days necessary for the funeral of his/her immediate family. Any regularly employed teacher (50% but less than 75%) shall receive 2 days of bereavement leave per year at the employee's per diem rate of pay. Teachers working less than 50% will not be granted any bereavement leave.

Regularly employed teachers (75% or more) electing to use half (1/2) of a bereavement day must complete 3 ½ paid hours prior to leaving from their assigned duties or upon returning to their assigned duties.

Any days in excess of three (3) or (2) for eligible part-time employees will be charged to sick leave. For purposes of this Section, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, brother-in-law, sister-in-law, parent-in-law, aunts, uncles, nieces, nephews, and legal guardians. In addition, two of the three bereavement leave days for full-time employees or one of the two bereavement leave days for part-time employees can be used for the funeral of a close friend or a non-immediate family member not previously mentioned. No more than 10% of the teaching staff at East Side or the Junior/Senior High School and no more than 2 teachers at the Pre-School or Dahlgren School may use bereavement leave on the same day. Conflicts of more than this amount will be decided on the basis of teachers with higher seniority get first priority. The three (3) days for bereavement leave will not accumulate from year to year.

D. **Extended Leave**

Teachers may apply for extended leave of absence for a variety of reasons. An employee's extended leave under this contract provision, if approved, shall be considered discretionary leave above and beyond any leave the employee is entitled to receive under state or federal laws.

1. The following listed leaves shall be considered as extended leaves of absence under the provisions of this Section of the Agreement:
 - a. Family Medical Leave Act
 - b. Extended Medical Leave
Staff members may apply for extended medical leave for health reasons for the remainder of a current school year. The request for such leave must be accompanied by a statement from a physician indicating that such leave is necessary for the physical or emotional well-being of the staff member.
 - c. Sabbatical Leave
The Board may grant sabbatical leaves in compliance with the School Code.
2. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
 - a. A request for leave of absence shall be in writing to the Superintendent and whenever possible should be submitted at least thirty (30) days in advance of the leave.
 - b. All teachers may apply for an extended medical leave of absence, but only tenured teachers may apply for a sabbatical.
 - c. A non-tenure teacher receiving an extended leave of absence understands and agrees that as a condition of receiving the leave that the period of the leave will not constitute a period of continuous employment for the purpose of attaining

tenure status. Nothing in this Section shall prohibit an employee from utilizing accrued sick leave during any period prior to the beginning of such leave.

- d. Granting of extended leave of absence shall be at the discretion of the Board.
- e. Extended leaves of absence will be without pay but will not affect tenure status; except that time on approved unpaid leave of absence will not count towards acquiring tenure. Salary increments shall not accrue during a leave of absence except that any teacher who has been employed for ninety (90) days or more of the school term (year) prior to the commencement of such leave shall be entitled to such advancement. If the leave exceeds the school term (year) in which the leave commences, the second school term shall not be considered for step advancement on the salary schedule.
- f. The initial leave period shall be limited to the duration of the current school term (year). Further extension of an extended leave of absence shall be at the discretion of the Board.
- g. Teachers may return from an extended leave of absence as approved by the Superintendent; however, under normal circumstances, teachers will return either at the beginning of the school term (year) or the beginning of the second semester.
- h. Except as heretofore provided, accrued benefits earned at the time which the leave begins shall be retained but no additional benefits shall accrue during the period of the leave. Accrued benefits shall be defined to mean tenure status, accumulated sick leave, and placement on the salary schedule.
- i. Staff members on extended leave shall, upon written request, be permitted to continue in the District's group health insurance program for a period of 18 months from the date the leave begins, providing the member pays the premium.
- j. Written notice of intention to either return or resign shall be given to the Superintendent sixty (60) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation.
- k. The Board may require, at the Board's expense, a staff member on extended leave of absence to furnish a statement from a physician or a psychiatrist indicating whether a staff member is capable of returning to work.
- l. Although staff members returning from an extended leave of absence cannot be assured of placement in the same position which they held prior to going on leave of absence, every reasonable consideration will be given to returning them to their former position.

Tenured staff members returning from an extended leave of absence shall be entitled to return to the same position previously held if that position is available or if that previous position is held by a non-tenure teacher.

E. Jury Duty

Staff members summoned to jury duty when school is in session shall receive full salary during the time the member is on jury duty provided the member pays to the District the fees received for performing jury duty service.

Staff members issued a court subpoena concerning matters relating to their employment by the District shall be paid for each working day of required absence, providing the member pays to the District any witness fees received. This provision is not applicable if the member is subpoenaed to testify under the following conditions:

1. A matter in which either the member, or any of the member's family, or any business associate has a financial interest.
2. If the staff member is a witness against the School District, the Board of Education, or its representatives as the result of any legal actions commenced by or on behalf of the Illinois Federation of Teachers, the Hamilton County Federation of Teachers, its agents or members, or as the result of any legal action arising from collective negotiations between the parties.

Examples:

1. Not Paid:
 - A. Testifying at a divorce proceeding involving self or family member.
 - B. Testifying in injury case involving self or family member.
 - C. Testifying in business related litigation involving self, family member, or business associate.
 - D. Testifying in a criminal case involving self or family member.
2. Paid:
 - A. Testifying at a divorce proceeding not involving self or family member.
 - B. Testifying as a witness in an injury case not involving self or family member.
 - C. Testifying in business related litigation not involving self, family member, or business associate.
 - D. Testifying in a juvenile proceeding as a result of the performance of duties.
 - E. Testifying in a criminal case not involving self or family member.

F. Special Leaves

Tenured employees shall be granted a special non-paid leave for up to and including a total of five days over a three-year time span. Requests for such leave must be made in writing to the Superintendent ten (10) working days in advance, except in emergencies. Special leaves of five (5) or less days shall be approved, except in cases where it is determined by the Superintendent in consultation with the Federation President or his/her representative that a substitute cannot adequately fulfill the educational responsibilities of a teacher requesting leave. A total of no more than five (5) days will be approved for the three previous years, beginning September 1, 1983. Approval or denial of such leaves will be in writing.

Salary and adjustments for days not worked shall be at the rate of 1/180th of the annual pay.

G. Conferences and Visitations

The Superintendent may authorize professional leave for attendance of personnel at state and regional meetings related specifically to their work area without pay deduction. The number of absences allowable for professional leave is a value judgment on the part of the Superintendent and is subject to budget limitations for employing substitutes and reimbursements for travel, meals and lodging.

ARTICLE IX - Fringe Benefits

A. Hospitalization and Life Insurance

For the 2016-2017 contract years, the Employer shall provide 65% of the rate of individual health insurance from the current district health insurance program at whichever tier is available that the employee chooses to participate. The District shall provide 100% of the premium cost for a \$15,000 term life insurance policy on each eligible employee. The health and life insurance benefit is made available only to personnel working 75% or more of the time as qualified in Article II.

An insurance committee consisting of teachers, Board members, administrators, and support staff shall meet annually to evaluate the district's insurance program. The committee's considerations shall include but not be limited to costs, coverage and possible rebidding of the insurance package. The committee shall, after consultation with their respective groups, make recommendations to the Board of Education for coverage.

B. Retirement Contributions

The Board agrees to tax shelter the required contribution of each teacher to the Teacher Retirement System (TRS) as permitted by statute. The Board also agrees to pay on behalf of each teacher nine (9) percent of the teacher's required contribution to TRS.

C. Early Retirement Incentive

The Board shall recognize the service of full-time teachers who have rendered at least ten (10) years of full-time certified service to Hamilton County Unit No. 10 and who are eligible to receive regular retirement pension benefits through the Teachers' Retirement System of the State of Illinois.

1. Requirements to Qualify – To be eligible for this benefit, a teacher must comply with all of the following requirements and limitations:
 - a. Must have a minimum of ten (10) years full-time certified employment in Hamilton County Unit No. 10 before being eligible for this early retirement incentive; and
 - b. Must be at least sixty (60) years of age by December 31 of the year of retirement; or
 - c. Must be at least fifty-five (55) years of age by December 31 of the year of retirement with thirty-five (35) or thirty-six (36) years of creditable service with the Illinois Teachers Retirement System; and
 - d. Must submit an irrevocable letter of resignation for retirement. As many as the last four (4) years of an employee's career may be included in the pre-retirement period. An irrevocable letter of resignation establishing the date of retirement will create and determine the length of the pre-retirement period.
2. The irrevocable letter of resignation for retirement must be filed on or before May 30 during the term of this contract. The pre-retirement period may be from 1 to 4 years in duration depending upon when the irrevocable letter of resignation is received and the specified effective date of retirement. Employees indicating retirement in **2017** will have a pre-retirement period of 1 year. Employees indicating retirement in **2018** will have a pre-retirement period of 2 years. Employees indicating retirement in **2019** will have a pre-retirement period of 3 years. Employees indicating retirement in **2020** will have a pre-retirement period of 4 years.
3. No teacher may participate in this program unless they have sufficient service credit with the Illinois Teachers' Retirement System to exempt the employer from the payment of any penalty or other additional amount, to the Teachers' Retirement

System, including but not limited to ERO penalties and payments to fund a teacher's TRS annuity.

4. Aspects of the Plan

The teacher will remain on the salary schedule and will be paid according to the negotiated contract.

In June, at the end of each year an employee is in the retirement plan, the District will compare the teacher's TRS creditable earnings to his/her previous year's creditable earnings. The District will pay the teacher a retirement benefit in an amount to ensure the teachers' TRS creditable earning increases 6% over the previous year's TRS creditable earnings.

For example, a teacher enters the retirement plan for one year with a retirement date at the end of the 2016-2017 school year. In June 2017, the District will compare the teacher's 2016-2017 TRS creditable earnings to his/her 2015-2016 TRS creditable earnings. The District will increase the teachers' 2016-2017 TRS creditable earnings in an amount to ensure it increases 6% above his/her 2015-2016 TRS creditable earnings.

2015-2016 TRS Creditable Earnings:

Salary:	\$50,000
Coaching Stipend	<u>\$3,000</u>
Total TRS Earnings	\$53,000

2016-2017 TRS Creditable Earnings:

Salary	\$51,000
Coaching Stipend	\$3,300
Retirement Benefits	<u>\$1,880</u>
Total TRS Earnings:	\$56,180 (Reflects 6% increase over previous year's earnings)

If an employee no longer performs any TRS creditable earnings work in any year the retirement benefit is calculated, such as a stipend position, the stipend is removed from the calculations: For example:

2015-2016 TRS Creditable Earnings:

Salary:	\$50,000
Coaching Stipend:	<u>\$3,000</u> (Removed from calculation because not performed in the subsequent year)
Total TRS Earnings:	\$53,000 \$50,000

2016-2017 TRS Creditable Earnings:

Salary:	\$51,000
Stipend:	No longer performed, Stipend removed from previous year's calculation
Retirement Benefit:	<u>\$2,000</u>
Total TRS Earnings:	\$53,000 (Reflects 6% increase over previous year's earnings)

5. The parties agree that if the state pension statute and/or regulations change in any manner during the term of this contract that would create a penalty or additional cost to the District for offering this retirement program to employees, the parties will re-open and renegotiate this retirement program language.

A. In the event an employee who elects this retirement incentive and subsequently becomes ineligible to retire on the date designated in his/her irrevocable notice because (s)he does not have sufficient years of TRS creditable service (eg. Teacher expected to retire with 35 years of TRS service by using 2 years of sick leave but had to use a number of sick leave days, pursuant to the School Code, and is no longer able to turn in 2 years of sick leave credit), the Board may allow the employee to rescind his/her retirement or the Board may move the effective retirement date to the first date on which the employee obtains thirty-five (35) years of creditable service (including accumulated sick leave). The teacher will not be required to pay back any retirement benefits received, but shall be removed from the retirement program and placed on the salary schedule as if the teacher had never participated in the program. Moreover, the teacher shall not be eligible to re-enter the retirement program.

B. Any teacher who enters the retirement program and subsequently elects and is authorized to retire under an ERO program agrees to reimburse the District for any monies received under this retirement program and shall forfeit any future payments under this program. The amount the employee will be required to reimburse is the difference between the amount of creditable earnings the employee received under the retirement incentive program and the amount of creditable earnings the employee would have received on the salary schedule and stipend schedule as if the employee had never entered the retirement program. The amount will be reimbursed through payroll deduction which will be equally divided over the remainder of the employee's service to the District. Any remaining amount due will be repaid within twelve (12) months of the employee's final day of service.

D. Mileage Reimbursement

Employees who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in the authorized service to the school district shall be reimbursed at the rate established by Central Management Services as of July 1 of that year. For itinerant staff members traveling from building to building, mileage reimbursement will be calculated beginning at the building that starts the workday.

ARTICLE X - Salaries

Pay day will be on the 5th and the 20th of each month or the last banking day prior to the 5th and 20th if either date falls on a weekend or holiday.

1. Stipends, extra trips, additional pay, pay docks, etc., will be made on the check issued on the 20th of the month.
2. Increments will be paid in equal installments on the 5th and the 20th. Lump sum increment payments will be made on the 20th of the month.
3. Deductions for insurance, optional insurance, union dues, etc., will be made in equal installments from each check received.
4. Employees will be afforded the opportunity to elect to take their pay in 12 (payable on the 20th of the month) or in 24 equal payments. If an employee elects to have 12 payments

rather than the 24, then the employee must so inform the Superintendent in writing at least 30 days prior to the first payment of an annual contract cycle, usually by September 5 each year. This would require notification by August 5th of each year for teaching personnel. Adjustments from a 12 payment to a 24 payment or the reverse thereof will only be accommodated at the beginning of a yearly pay cycle.

A. Employees shall be paid as follows:

For the 2016-2017 contract year (Appendix A) qualified teachers will receive one step and those teachers who qualify for longevity will receive \$150 longevity payment.

B. Employees shall be paid for their extra-curricular activities or work beyond their tasks or duties as per the 2016-2017 extra duty schedule as identified as Appendix B. The extra-curricular longevity shall be capped at the accumulation of 10 points as per the established factoring formula. The extra duty stipends in 2016-2017 will remain at the same rates as the 2015-2016 schedule, with the exception of the negotiated changes, with longevity movement allowed in the 2016-2017 contract year for eligible employees.

C. Part-time employees will be paid a prorated salary based on his/her percentage of employment. For example, a part-time teacher employed 50% of the workday will be paid 50% of the stated salary on the negotiated salary schedule for full-time employees. Part-time employees will be eligible to move one step on the salary schedule after the part-time employee has worked the equivalent of one full year. For example, a part-time teacher employed on a 50% work schedule will not be eligible to move one step on the salary schedule until completing two years of part-time employment. However, part-time teachers will not be eligible for a step movement in any year in which full-time teachers are not provided a step movement on the salary schedule.

D. Teachers who start employment in the District for the 2014-2015 school year, and teachers starting employment in the District in subsequent school years, will be placed on the appropriate step of the salary schedule based on their previous years of full-time certified teaching experience in the State of Illinois, private schools or other states, but the Superintendent, at his discretion, may limit the number of years of previous teaching experience granted to a teacher for salary schedule placement based on, but not limited to, the following factors:

- a. The financial needs of the District;
- b. The teacher's previous experience in teaching the position for which he/she was employed;
- c. The number of available applicants for the position to be filled;

The District agrees that it will not, under any circumstances, place a teacher on the salary schedule at a step that exceeds the teacher's previous total full-time years of teaching service. For example, a teacher with 10 full-time years of previous teaching experience cannot be placed on the salary schedule above step 10, but could be placed at any step less than step 10 in accordance with paragraph D, above.

5. Column/horizontal movement, so as to determine placement on the salary schedule, will be based on written documentation on file in the Unit Office including certified transcripts or official university documentation that verify degrees and hours attained as of the first teacher attendance day of the school year. Movement will only be accommodated at the beginning of the yearly pay cycle.

6. Salary longevity is defined as an additional payment of \$150 for each additional year after reaching the last downward step on the salary schedule (i.e., after step 11 for N/D, after step 17+ for bachelor's degrees and after step 22 for masters degrees). This benefit is limited to no more than 20 years beyond the last downward step for teachers that remain in the bachelor's category for that length of time or that remain in the master's category for that length of time.
7. Concessions teacher supervisors shall be compensated at a rate of \$25.00/one or two game event, \$40.00 three game event, and \$50.00/if game events are in both Jr. and Sr. High gyms. Class sponsor/concession workers: The District can use teacher volunteers or the District can assign the duties to individuals outside the bargaining unit.

ARTICLE XI - Bargaining Guarantees

A. No Strike Clause

During the term of this Agreement and any extension thereof, no employee covered by this Agreement and any extension thereof, nor the Federation, nor any person acting on behalf of the Federation shall ever at any time engage in, authorize, or instigate 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.

B. Waiver of Additional Bargaining

The parties each voluntarily and unqualifiedly waive any rights which might otherwise exist under law to negotiate over any matter during the term of the Agreement, and each agrees that the other shall not be obligated to bargain collectively during the term of this agreement. Subject matters not referred to in this Agreement or statutes applicable to matters covered by this Agreement shall not be considered as part of the Agreement and remain exclusive Board and/or Administration prerogatives.

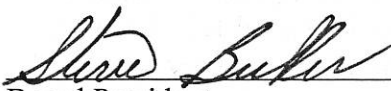
ARTICLE XII - ERO

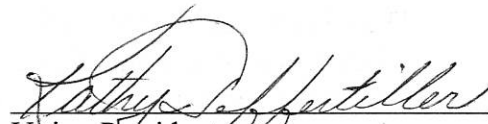
The District will permit ERO eligible employees to exercise ERO, but may limit the number of ERO retirements per fiscal year to no more than one (1) for those eligible for ERO. If the number of teachers applying for ERO retirement exceeds the limit of one (1), seniority in the service of the District will be used to determine which teacher is permitted to retire under ERO.

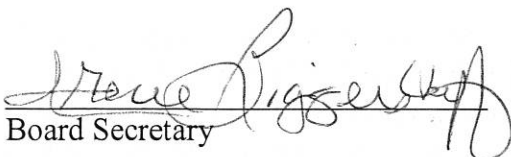
ARTICLE XIII - Terms of Agreement

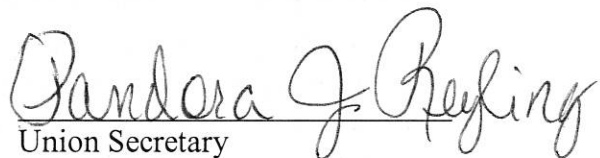
Effective Date: July 1, 2016

Termination: Last day of 2016-2017 School Year


Board President


Union President


Board Secretary


Union Secretary

2016-2017 Salary Schedule

TRS Rate is: 1.098901

Years	Non Degree Base	Non Degree With TRS	BS Base	BS With TRS	BS + 16 Base	BS + 16 With TRS	MS Base	MS with TRS	MS + 8 Base	MS + 8 With TRS	MS + 16 Base	MS + 16 With TRS
1	31,576.94	34,699.93	33,495.82	36,808.59	33,846.95	37,194.45	35,561.67	39,078.75	36,179.52	39,757.71	36,796.01	40,435.17
2	31,847.77	34,997.55	34,300.12	37,692.44	34,653.94	38,081.25	36,504.76	40,115.12	37,121.28	40,792.61	37,737.77	41,470.07
3	32,115.85	35,292.14	35,413.32	38,915.73	35,779.40	39,318.02	37,830.29	41,571.74	38,478.08	42,283.60	39,117.72	42,986.50
4	32,386.68	35,589.76	36,218.99	39,801.08	36,589.13	40,207.83	38,774.74	42,609.60	39,418.47	43,317.00	40,062.16	44,024.35
5	32,653.41	35,882.86	37,031.45	40,693.90	37,394.82	41,093.21	39,713.78	43,641.51	40,360.20	44,351.86	41,001.18	45,056.24
6	32,920.17	36,176.01	37,837.10	41,579.23	38,205.90	41,984.50	40,655.52	44,676.39	41,299.21	45,383.74	41,942.92	46,091.12
7	33,190.98	36,473.60	38,645.48	42,467.56	39,011.56	42,869.84	41,598.63	45,712.78	42,243.70	46,421.64	42,887.39	47,129.00
8	33,459.07	36,768.21	39,453.82	43,355.84	39,819.94	43,758.17	42,539.00	46,746.15	43,185.44	47,456.52	43,826.44	48,160.92
9	33,727.19	37,062.84	40,260.85	44,242.69	40,628.30	44,646.48	43,480.76	47,781.05	44,124.46	48,488.41	44,768.16	49,195.78
10	35,016.26	38,479.40	41,067.87	45,129.52	41,436.67	45,534.80	44,423.86	48,817.42	45,067.56	49,524.79	45,708.52	50,229.14
11	35,824.63	39,367.72	41,880.34	46,022.35	42,243.70	46,421.64	45,362.85	49,849.28	46,006.58	50,556.68	46,650.27	51,264.03
12	--	--	42,684.62	46,906.17	43,050.71	47,308.47	46,305.96	50,885.67	46,952.40	51,596.04	47,590.66	52,297.42
13	--	--	43,488.91	47,790.01	43,859.08	48,196.79	47,250.43	51,923.54	47,891.41	52,627.92	48,533.74	53,333.78
14	--	--	44,291.83	48,672.34	44,661.99	49,079.11	48,192.28	52,958.54	48,833.18	53,662.83	49,475.51	54,368.69
15	--	--	45,100.23	49,560.69	45,465.53	49,962.12	49,136.62	53,996.28	49,776.26	54,699.18	50,418.62	55,405.07
16	--	--	46,928.22	51,569.47	47,297.02	51,974.74	50,075.67	55,028.20	50,718.01	55,734.07	51,361.72	56,441.45
17	--	--	49,168.25	54,031.04	49,536.37	54,435.57	51,018.76	56,064.57	51,661.10	56,770.43	52,302.10	57,474.83
17+	--	--	51,408.29	56,492.62	51,775.75	56,896.42	--	--	--	--	--	--
18	--	--	--	--	--	--	52,017.67	57,162.27	52,658.65	57,866.64	53,302.37	58,574.03
19	--	--	--	--	--	--	52,956.70	58,194.17	53,601.75	58,903.02	54,245.45	59,610.38
20	--	--	--	--	--	--	55,074.97	60,521.94	55,745.82	61,259.14	56,415.27	61,994.80
21	--	--	--	--	--	--	57,553.34	63,245.42	58,254.38	64,015.80	58,953.96	64,784.57
22	--	--	--	--	--	--	60,534.47	66,521.39	61,182.30	67,233.29	61,831.42	67,946.61

**EXTRA-DUTY INCREMENTS
SALARY SCHEDULE**

	Activity/Sport	2016-2017
High School	Cheerleading	2,837.77
High School	Head Football	5,523.34
High School	Football - 1st Asst.	4,080.08
High School	Football - Asst.	3,799.96
High School	Football - Asst.	3,799.96
High School Boys	Basketball	5,474.61
High School Boys	Basketball - Asst.	4,768.21
High School Boys	Frosh Basketball	3,815.79
High School Girls	Basketball	5,474.61
High School Girls	Basketball - Asst.	4,768.21
High School Girls	Frosh Basketball	3,815.79
High School Girls	Volleyball	4,204.91
High School Girls	Volleyball - Asst.	2,965.66
High School Girls	Frosh Volleyball	2,387.15
High School	Baseball	2,656.71
High School	Baseball - Asst.	1,778.19
High School	Softball	2,656.71
High School	Softball - Asst.	1,778.19
High School	Track	3,215.34
High School	Track - Asst.	1,705.10
High School	Track - Asst.	1,705.10
High School	Track - Asst.	852.57
High School	Track - Asst.	852.57
High School Boys	Cross Country	1,522.42
High School Girls	Cross Country	1,522.42
High School	Yearbook	3,629.44
High School	Freshman Class Sponsor (1)	324.64
High School	Sophomore Class Sponsor (1)	324.64
High School	Junior Class Sponsor (1)	324.64
High School	Senior Class Sponsor (3) (no trip)	324.64
High School	Senior Class Sponsor (trip planned)	541.06
High School	Senior Class Trip (chaperone)	216.42
High School	Drama	2,837.77
High School	Drama - Asst.	1,100.00
High School	Band	3,391.64
High School	Summer Band	591.30
High School	Scholastic Bowl	2,040.04
High School	Scholastic Bowl	2,040.04
High School	Golf	1,522.42
High School	Golf - Asst.	1,200.00

**EXTRA-DUTY INCREMENTS
SALARY SCHEDULE**

	Activity/Sport	2016-2017
High School	Director of Sporting Clays	2,040.04
High School	Flag Corps	730.77
High School	Math Club	779.48
High School	Student Council (Prom)	1,344.64
Junior High	Cheerleading	1,333.64
Junior High	Baseball	1,729.47
Junior High	Softball	1,729.47
Junior High Boys	Track	1,260.57
Junior High Girls	Track	1,260.57
Junior High	Volleyball	1,260.57
Junior High Boys	Basketball	2,965.66
Junior High Boys	Basketball - Asst.	2,390.80
Junior High Girls	Basketball	2,965.66
Junior High Girls	Basketball - Asst.	2,390.80
Junior High	Drama	1,260.57
Junior High	Band	2,307.98
Junior High	Summer Band	578.52
Junior High	Scholastic Bowl	2,040.04
Junior High	Math Counts	779.48
Pre-K - 6th	Head Teacher	1,122.00
4th - 6th	Elementary Basketball Coordinator	1,217.94

Detention & Tutoring Supervisory Duties - \$20.00 per one hour session

Saturday School Supervisory Duties - \$20.00 per hour

*PBIS Coach Per Building - \$20.00/hr. for post school day work

*RtI Coach Per Building - \$20.00/hr. for post school day work

*PBIS and RtI Committee Member - \$15.00/hr. for post school day work

*Committee members and coaches will be appointed by and monitored by building principals at the Jr. High School, Sr. High School, East Side School, Dahlgren School, and Pre-School as appropriate for PBIS and RtI

Release time necessary for any elementary teacher assigned to an 8th hour P. E. class at the junior high or high school shall be the responsibility of the administration at that elementary building affected. The process of using elementary teachers in this way is discouraged at all times when possible.

NOTE: Longevity raises are computed by allowing one point for each two years of service (within sport or discipline) in Hamilton County Unit No. 10 and ½ point for each two years of service outside of Hamilton County Unit No. 10. The total points accumulated are then multiplied by 2.33 percent. That percentage represents the longevity factor. The longevity percentage is then applied to the base salary for the particular position. Extra-curricular longevity shall be capped at the accumulation of 10 points as per the established factoring formula.

EXTRA-DUTY PAYMENT SCHEDULE

All extra-duty compensation will be paid during or after an employee provides the contracted services. Employees receiving extra duty stipends may choose one of the following three compensation schedules for each extra-duty assignment:

1. Full pay on the first regular payroll date after completion of the activity.
2. Pro-rated pay on each payroll commencing with the first regular payroll after services are initiated through the balance of each regular payroll until the end of the fiscal year (June).
3. Pro-rated pay on each payroll commencing with the first regular payroll after services are initiated through to the first regular payroll after services are completed.

Compensation for working at special events will be paid twice annually. Those payments shall be made in December and May of each year.