

CONTRACTUAL AGREEMENT

between the

BOARD OF EDUCATION
HOMER COMMUNITY CONSOLIDATED SCHOOL
DISTRICT 33-C

and the

HOMER DISTRICT 33-C COUNCIL
OF THE AMERICAN FEDERATION OF TEACHERS
LOCAL 604

2019-2020

2020-2021

2021-2022

2022-2023

2023-2024

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ARTICLE I
INTRODUCTION AND RECOGNITION

A. Agreement and Recognition

1. This Agreement is made between the Board of Education of Homer Community Consolidated School District 33-C, Will County, Illinois, hereinafter referred to as the "Board" and the Homer District No. 33-C Council of the American Federation of Teachers, Local 604.
2. The Board recognizes the Union as the sole and exclusive bargaining agent for all full-time and part-time licensed professional employees except the Superintendent, the Assistant Superintendent, the Administrative Assistant, Principals, Assistant Principals, Dean of Students, all other supervisors as defined in the Act, substitute teachers, teacher aides, managerial employees and confidential employees as defined in the Act. Employees within the bargaining unit defined in this section shall be hereinafter referred to as "teachers."
3. With respect to regularly employed part-time teachers, all economic benefits, except for insurance provisions, accruing to full-time teachers pursuant to this agreement shall be prorated. Said prorated economic benefits include compensation, sick leave, bereavement leave, and personal leave at a ratio equivalent to a full-time position based on the hours worked. The use of sick leave, bereavement leave, and personal leave by part-time teachers must be in ½ day increments.

B. Scope

1. The appendices hereof are integral parts of this Agreement and by this reference are incorporated herein.
2. This Agreement shall terminate and supersede any and all prior Agreements and practices, rules or regulations, and Board policies only to the extent that they are inconsistent with the express provisions of this Agreement.
3. The parties understand and agree that in making this Contract, they have resolved for its term all bargaining issues, which were, or which could have been made the subject of discussion.
4. This Contract represents the entire Agreement of the parties and shall not be modified during its term except by written amendment with the mutual consent of both parties.

5. This Agreement's provisions shall benefit and be obligatory upon the parties hereto, the administration and the teachers in the bargaining unit employed by the Board during the term of this Agreement.

C. Meetings

At the written request by either party, the appropriate Administration Board Committee and the appropriate Union Committee shall hold a meeting within fifteen (15) days following the next regularly scheduled monthly board meeting.

D. Dues Check-Off

1. Upon receipt of written authorization from an employee, the Board will make payroll deductions in an amount certified by the Union for dues, assessments or fees. A written authorization must be received from the employee, through the Union, at least ten (10) calendar days prior to the first payroll deduction. Such authorization shall remain in effect unless revoked by the employee in accordance with the terms of the authorization or as otherwise allowed by law.
2. The Board agrees to remit any amounts deducted for authorized dues, assessments or fees twice each month that such dues, assessments or fees are deducted.
3. A list of all employees within the bargaining unit, any deductions that have been made, and the amount of each deduction shall accompany each remittance.
4. The Union shall 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 this section, including any claims, demands, actions, complaints, suits or other forms of liability arising out of claims that payroll deductions made under this section were not authorized by an employee.

ARTICLE II
LEAVE OF ABSENCE PROVISIONS

A. Sick Leave

1. In order to receive compensation while absent under the following provisions, a teacher or his/her agent, shall use the automated absence system to notify the designated substitute caller, not later than 6:30 a.m. on the day of absence, unless it is impossible for the teacher to give, or to arrange to give such notification.
 - a. For the limited purpose of the above provisions, the term “impossible” shall not be construed to excuse cases such as inability due to oversleeping or even situations of extreme difficulty or hardship, but shall be construed to excuse only cases involving total incapability of performance entirely beyond the control of the teacher.
 - b. The administration, at its discretion, may require sufficient proof and corroboration, by affidavit, or otherwise, to prove the fact of impossibility as above defined.

2. Each full-time teacher with less than 20 years of teaching in the District shall be allowed annual sick leave up to fifteen (15) days. Each full-time teacher who has completed 20 or more years of teaching in the District shall be allowed annual sick leave up to eighteen (18) days at the commencement of his/her 21st year. Sick leave shall be without loss of pay for the following reasons:
 - a. Personal illness, injury, or quarantine;
 - b. Serious illness or injury in the immediate family or household which shall be defined to include the following: parents, spouse or civil union partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law, and legal guardians;
 - c. Birth, adoption, or placement for adoption;
 - d. Bereavement leave, as defined and given, according to the provisions of Paragraph A-3; and
 - e. For sick leave taken under 2.a or 2.b above, the District may require a physician’s statement justifying the leave after an absence of 3 days for personal illness. For sick leave taken under 2.c above, the District may require a physician’s statement justifying the leave for absences of more than

six (6) weeks following regular childbirth and eight (8) weeks following cesarean childbirth. For purposes of adoption or placement for adoption, the District may require evidence that the formal process is underway, and the District may require a physician's statement justifying the leave of absence for more than six (6) weeks in connection with the adoption or placement for adoption.

3. Bereavement leave shall be subject to the following:
 - a. When death occurs involving a teacher's father, mother, spouse or civil union partner, or child, the teacher, on request, will be excused, without loss of pay, for any of the first five (5) normally scheduled working days (excluding Saturday and Sunday) immediately following the date of death. The first three (3) days may be taken as bereavement, with the additional two (2) days being deducted from sick leave.
 - b. When death occurs involving a teacher's sister, brother, parent-in-law, grandchild, grandparent, grandparent-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law or legal guardian, the teacher, on request, will be excused, without loss of pay, for any of four (4) normally scheduled working days (excluding Saturday and Sunday) following the date of death. The first two (2) days may be taken as bereavement, with the additional two (2) days being deducted from sick leave.
 - c. The teacher will be excused, without loss of pay as bereavement, for the day of funeral for the death of the teacher's uncle, aunt, niece, nephew, or cousin. This day shall be taken from the employee's sick leave.
 - d. Bereavement leave for circumstances not covered by Sections 3(a), 3(b), and 3(c) may be granted at the sole discretion of the Superintendent. The decision of the Superintendent, including the terms and conditions of the leave, if granted, shall not be precedential and shall not be subject to the grievance procedure.
4. Unused sick days may accumulate to a maximum of 360 days excluding the annual sick leave allotment.
5. A teacher who exceeds his sick leave shall be docked 1/180th of the yearly salary for each day absent.
6. Sick leave accumulation shall be reported, electronically, to each teacher prior to September 30 of each school year.

7. The Board will reimburse teachers who retire honorably from the District under the provisions of the Teachers' Retirement System retirement programs for unused sick leave in excess of 170 days at the rate of \$40.00 per day, up to a maximum of 115 paid days. The teacher must have spent a minimum of 10 consecutive years as a teacher in District 33-C. This amount shall be made as a post-retirement severance payment and not applied as TRS creditable earnings.
8. Sick leave may be used in ½ day increments.
9. The annual allowance of sick leave provided by the Board each year under Section (A)(2) of this Article shall be allotted to teachers upon their return to work each school year. If a teacher fails to report to work at the beginning of the school year and does not have any sick leave accrued to use as a result of the teacher's absence, the Board may deduct the total number of days absent from the annual allowance allotted upon the teacher's return to work.

B. Personal Leave

1. Each full-time teacher shall be allowed a maximum of two (2) days paid leave per school year for personal, moral, or business reasons, which cannot ordinarily be attended to while school is in session without the specific reason being given. Personal leave may be used in ½ day increments. One unused day of paid leave may carry over to the following school year for a maximum of three. All unused days of personal leave not carried over to the following school year shall accumulate as sick leave.
2. The granting of personal leaves under Paragraph One is subject to the following limitations and exclusions:
 - a. Except in case of emergency, a teacher requesting a personal leave shall submit his/her written request to the Principal at least three (3) calendar days prior to the date of the requested leave. An emergency application shall also set forth the nature of the emergency.
 - b. No more than three (3) teachers for whom a substitute is required per building shall be granted personal leaves on any one school day. The Superintendent shall have discretion to authorize more than three (3) personal leave days per building on a case by case basis. Building administrators shall forward requests to the Superintendent for review once the maximum (3) has been met for a particular day.
 - c. Such personal leave days may not be requested nor allowed during the first two teacher employment days or the last two teacher employment days of any school year, nor the day preceding or following any holiday period, nor

any student non-attendance day. For the purpose of this paragraph, the term "holiday period" shall mean all of the following:

- (1) A legal or school holiday occurring on either a Tuesday, Wednesday, or Thursday of a week while school is in session;
- (2) A weekend plus a legal or school holiday occurring on either the Friday before or the Monday thereafter;
- (3) The entire period of time designated by the Board for winter and spring recess (which shall include any weekend or legal holiday immediately before or thereafter).

d. The conditions set forth in Sections 2(a), 2(b), and 2(c) may be waived at the sole discretion of the Superintendent. The decision of the Superintendent, including the terms and conditions of the waiver, if granted, shall not be precedential and shall not be subject to the grievance procedure.

C. Civic Duty Leave

1. Any teacher shall be paid his/her regular salary for the period of any absence for which he/she is required to serve on jury duty less the amount received for the jury duty.
2. Subject to the prior approval of the Superintendent, a teacher may be allowed time off from his/her school day without loss of salary or deduction from personal leave or accumulated sick leave for necessary school related performance of public duties, court appearances, or other services or obligations.
3. If a teacher is subpoenaed for a non-school related court appearance, he/she shall be allowed one day each school term without deduction of salary. Subsequent court appearances for non-school related matters shall first be deducted from personal and/or accumulated sick leave or docked.

D. Professional Meetings

Every teacher shall be eligible to request to attend, without deduction in pay or reduction in other leave days, professional instructional meetings. The granting of the request is subject to the approval of the Superintendent. If possible, any request should be made at least forty-eight (48) hours in advance of the day of the professional meeting.

The Board shall pay, in advance, registration fees and reasonable lodging costs to Board or designee approved professional meetings if approval is given more than five (5) school days prior to said meeting. The Board shall also reimburse the teacher for reasonable travel

expenses, in accordance with Board policy, at the Board meeting following submission of such expenses, provided such reimbursement is made prior to the closing of the books for the month.

E. Child Care Leave of Absence

A teacher who has entered upon contractual continued service shall be eligible for a childcare leave subject to the following conditions which shall be administered subject to and in accordance with the Family and Medical Leave Act ("FMLA"):

1. Unpaid
The Child Care Leave shall be an unpaid leave of absence unless the employee has accumulated sick leave to apply and the leave would otherwise qualify for the use of sick leave.
2. Use of Sick Leave
A teacher may take sick leave followed by an unpaid childcare leave in accordance with these provisions. Once the leave has commenced, sick leave, if available, may be applicable during the period of the Child Care Leave, or a portion thereof if the leave, or portion thereof, otherwise qualifies for the use of sick leave. Any accumulated sick leave available after the leave shall be available to the teacher upon return to employment in the District.
3. Use of Child Care Leave
Child Care Leave is a non-disability leave available to a teacher upon the birth of his child or immediately upon the adoption of a child less than ten years of age.
4. Time for Request/Duration
A teacher who wishes to take leave of absence from the District shall make the request to the Superintendent or designee at least three months prior to the onset of the requested leave, if at all possible. The leave shall not exceed the balance of the school year in which it commences and one additional school year.
5. Condition for Granting Leave
The granting of any unpaid sick leave of absence other than disability will be conditioned on the following:
 - a. The ability of the Superintendent to maintain the continuity of instruction and any medical-related factors to the maximum possible degree, and the pertinent time factors related thereto (e.g., grading periods).
 - b. The Superintendent or designee and the teacher agree on the dates of commencement and termination of the leave. Every effort shall be made to

have the leave (or contiguous sick leave) begin and end prior to the start of a new school year.

6. With the consent of the carrier, the teacher may maintain insurance benefits by making timely payments of all premiums, which may be due to the District's business office or elsewhere pursuant to its direction.
7. In all instances where a teacher is granted a Child Care Leave of eight (8) calendar months or more, as a condition thereof, the teacher shall advise the Superintendent or designee in writing not later than February 15th prior to the termination of such leave that he/she intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.
8. Any teacher desiring Child Care Leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.
9. If a non-tenured teacher qualifies for FMLA, said teacher shall be allowed to utilize FMLA and such leave shall not interrupt continuous employment.
10. Anything in this policy to the contrary notwithstanding, a teacher who has been granted a Child Care Leave of absence shall not become eligible for subsequent Child Care Leave unless and until such teacher has returned to full-time service for at least two (2) complete school years, provided under exceptional circumstances the Board may grant such a leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
11. Nothing in this policy shall be construed as requiring any teacher to apply for Child Care Leave. A teacher not eligible for or not desiring child care leave may utilize accumulated sick leave during any period of disability related to the pregnancy, the delivery of the child, or adoption pursuant to Article II, A.2.e. If such a teacher shall have exhausted accumulated sick leave, he/she shall be granted a leave of absence without pay or other benefits during such period of disability. Such teacher shall return to employment immediately following the termination of actual disability.
12. A teacher granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation while on leave.

F. Sabbatical Leave

The Board may grant a sabbatical leave in accordance with Section 24-6.1 of The School Code (Ill. Rev. Stat., ch. 122, § 24-6.1). For reference purposes only Section 24-6.1 of The School Code is set forth in Appendix C.

G. Impact of Leaves of Absence on Salary Advancement

Any teacher who actually teaches or is otherwise present and participating in the District's educational program for 120 days or more in the school year during which such leave commences shall be entitled to advancement on the salary schedule as he/she would have had if the leave had not been granted. If the leave exceeds the school year in which such leave commences, the second school year shall not be considered for step advancement on the salary scale unless the teacher works 120 or more days in that school year.

(NOTE: During negotiations, the Parties agreed that the interpretation of this language would be based on the interpretation applied by Arbitrator Edwin Benn in resolving the dispute submitted to arbitration on September 13, 2019. Notwithstanding, the Parties agree that their 2019-2024 Contractual Agreement shall include the revisions set forth above. Further, the Parties agree to reduce the interpretation of Arbitrator Edwin Benn to writing through a separate Memorandum of Understanding, if necessary.)

ARTICLE III

TEACHING ASSIGNMENTS AND PROCEDURES FOR TRANSFER

A. Teaching Assignments

Teaching assignments given to teachers, who are employed by the District, shall be in those areas in which they are certified and highly and/or legally qualified to teach according to the Illinois State Board of Education. Teachers shall be advised of tentative changes in assignments by May 15.

B. Involuntary Transfer

In the event an involuntary transfer becomes necessary, the Superintendent or another designated District Administrator (for transfers between buildings), or the Building Principal (for transfers within a building) will hold a scheduled meeting with the affected teacher for the specific purpose of discussing the rationale for such transfer, prior to the transfer. Prior to a transfer within a building, the Building Principal shall consult with the Superintendent or other designated District Administrator.

A teacher may, within five (5) weekdays of the notification of the decision on the involuntary transfer, request, in writing, a meeting with the Board of Education in closed session to discuss the involuntary transfer. Such written requests shall be made to the Superintendent.

The Board will hold this meeting with the teacher prior to the transfer becoming effective.

The teacher involved in the involuntary transfer shall have the right of Union representation at all meetings provided for in this provision.

The decision to make an involuntary transfer shall be made by the sole discretion of the Board or its designee and shall not be grievable.

C. Vacancy Defined

For purposes of this Article, a vacancy is defined as any licensed position which has been newly created or which becomes available because the employee holding that position has left the employment of the District, has left the bargaining unit, or remains available after all transfers have been completed. The Board reserves its right to determine whether a vacancy exists that requires filling.

D. Posting of Vacancies

The District Office shall make available a listing of administrative and teaching vacancies that exist in the District as they occur, including extra-duty vacancies. Such notification shall be made known through electronic notification accessible to all employees. Notices shall also be sent to the Union President. Vacancies will be posted internally and externally simultaneously and held open for at least five (5) school days, except that the Board may fill any vacancy temporarily when in the best interest of educational programming or services offered by the District, or as emergency dictates. If a vacancy occurs after July 1st and before re-opening in the fall, notification of the vacancy will be sent immediately to the Union President. This process may not apply if a second vacancy occurs after filling the initial vacancy internally.

E. Procedures for Transfer

1. A teacher requesting a transfer in order to fill an existing Bargaining Unit vacancy shall make his/her request known by completing the required online internal application process. Such written request should include the building, position desired, qualifications, reasons, and any other information the teacher deems pertinent. These requests may be submitted at any time a vacancy occurs. All internal candidates will be reviewed by the hiring administrator, and acknowledgment of their application will be sent electronically.

2. Reasons shall be given by the Superintendent or a District Administrator, in writing, to any teacher denied a transfer, if the teacher makes a written request for such. Upon receipt of these written reasons, a teacher may, within three (3) school days, request a meeting with the Board of Education in Executive Session to discuss his transfer denial. The Board will hold this meeting no later than the next scheduled Board of Education meeting. Present at the meeting shall be a quorum of Board of Education members, Board Attorney, if requested by the Board, Superintendent, Building Principal, the teacher requesting the meeting, and the Union President (if desired by the teacher). Others may be included in the meeting if mutually agreed to by the Board and the teacher requesting the meeting.
3. The procedure in subparagraph 2, is established not in recognition of the right of the Union to grieve administrative transfer denials (including the reason given in support thereof) or the Board's discretionary authority to grant or deny teacher transfers and fill vacancies, but is created for the sole important purpose of informing a teacher of the reasons he/she was not recommended for a requested transfer and for providing him/her an opportunity to discuss his/her objections, if any, to the administrative transfer recommendations before the Board of Education.

ARTICLE IV **OTHER PROVISIONS**

A. Board Meeting

The Union will be furnished a complete copy of the agenda for every Board meeting when available for distribution. A copy of the approved Board minutes shall be sent to the Union President of Homer District 33-C. The Union President or such person as shall be duly appointed by the Union President shall be placed on the agenda of Board meetings as an avenue of communication to be used whenever the Union deems it necessary.

B. Teacher Reporting Times

1. The workday for teachers assigned to an elementary building shall be from 8:45 a.m. – 3:25 p.m. The workday for teachers assigned to the junior high and middle school shall be 7:30 a.m. – 2:20 p.m. The Board reserves the right to change the start and end times for the workday provided that such change shall not increase the overall length of the workday for teachers.
2. Teachers shall also be available in their respective buildings for times greater than ten (10) minutes after the last bell sounded for termination of classes in their buildings to perform professional responsibilities such as conferences and meetings with staff, parents, students, and administrators.

C. Release Time

Released time shall be granted to teachers for special curriculum development projects, assigned and approved by the Administration, that cannot be completed between the time of the first bell sounded for students to enter the building to which the teacher is assigned and the last bell sounded for termination of classes in that building.

D. Placement on Salary Schedule

1. Teachers new to District 33-C with teaching experience in accredited schools (including regionally accredited public and private elementary schools, high schools, colleges, and universities) who are employed for school terms covered by this Agreement shall be granted up to twelve (12) years credit for prior teaching experience on the salary schedule applicable to the teacher's first year of service with the District.
2. At the start of the 2019-2020 school year, school psychologists, speech-language pathologists, counselors and social workers recognized as teachers under this agreement and employed in such position shall be credited for a minimum education level of MA+30 for purposes of placement on the salary schedule. The credit shall not be given retroactive effect for any work performed prior to the Effective Date of this Agreement, but teachers employed as school psychologists, speech-language pathologists, counselors and social workers at the start of the 2019-2020 school year shall be entitled to movement on the salary schedule effective as of the 2019-2020 school year as a result of the credit if they are not already in the MA45/2xMA column on the salary schedule and their current salary schedule placement would be different had this provision been in effect when they were hired, including consideration of credits earned since working at the District.

E. Pay Periods

Teachers will be paid over twenty-four (24) pay periods. Pay dates shall be the 15th and the 30th of every month as established on the school calendar prepared annually, with the exception of the second pay in February, which will fall on the last day of that month. If a pay date falls on a weekend or bank holiday, the pay date will be adjusted to the first business day scheduled prior to the date in question.

F. Non-Discrimination Clause

The parties agree that the express provisions of this Agreement shall be applied to all teachers without discrimination based solely on considerations of race, color, sex, religion, national origin, membership or non-membership in any teachers' organizations.

G. Horizontal Movement for Educational Credit

Horizontal movement on the salary schedule is achieved through earning of District approved graduate/undergraduate courses and professional development courses for which graduate credit is given and which is applicable toward a graduate level program at the issuing accredited university or college. Only credit earned subsequent to the granting of the last earned degree will be considered for horizontal movement beyond the column associated with the last earned degree. When applicable, the adjustment in salary will be made at the beginning of the first and second semester of each school term upon the written representation by the teacher that the course was successfully completed and the District receives an official college transcript of credit within sixty (60) days after the beginning of the semester. If the transcript is not received, the teacher shall promptly repay all monies paid on his/her behalf or authorize the deduction of such monies from salary due.

H. Planning Time

Full-time elementary classroom teachers may, under normal circumstances, use for preparation time and other instructional responsibilities the periods during which their classes are administratively scheduled to receive instruction from music and physical education.

For teachers required to travel between buildings, travel time will not be considered in attempting to provide plan time, which is generally equivalent to that of other elementary classroom teachers. For elementary music and physical education teachers, the Board will endeavor to allocate plan time, exclusive of travel time, which is generally equivalent to that of elementary classroom teachers.

Full-time middle school and junior high school teachers may, under normal circumstances, use for preparation time and other instructional responsibilities the periods of the school day which are administratively scheduled and designated for such purposes.

When teachers miss their individual plan time on a regular workday in order to cover for another staff member at the direction of the administration, the affected employee shall receive compensation at the Internal Sub Rate (Appendix B: Extra Duty Job Classifications). This is not intended to apply on days such as field trips, early release days, etc.

The Board will seek to not substantially reduce planning time from that in effect in the 2018-2019 school year.

All certified employees shall receive no less than a thirty (30) minute duty-free lunch daily. If on a regular workday an employee misses his/her duty free lunch time in order to cover for another staff member at the direction of the administration, the employee shall receive compensation at the Internal Sub Rate (Appendix B: Extra Duty Job Classifications).

I. Union Presentation/Information to Union

The Union will be permitted no less than fifteen (15) minutes during New Teacher Orientation to present to new teachers. The Union will be permitted one (1) hour during the institute day immediately prior to the first student attendance day to meet with or present to the bargaining unit. The Board shall furnish the Union President a listing of new hires prior to the first institute day. The listing shall include name, position and building assignment.

The Board shall furnish the Union President, in response to reasonable requests, a copy of regularly prepared public information necessary for negotiations such as the Board agenda, official minutes of the Board, monthly budget summaries, annual auditor's report, current list of new teachers, current fiscal year budget, and salary scatter gram. Cost of preparing any copy shall not be borne by the Union but further that this section shall not require the Board to research, assemble or specially prepare any data.

J. School Year

The school year for all employees covered under this contract shall consist of a combination of pupil attendance days, institute days, and five emergency closing days, totaling 185 days. The five emergency closing days are only to be used to replace missed pupil attendance or institute days.

K. Curriculum Night Early Release

Teacher attendance at Curriculum Night (three hours) is mandatory. In exchange, teachers will be permitted to leave work early on three separate 5-hour student early release days prior to winter break, spring break, and the last Friday prior to Memorial Day.

These days shall be subject to annual calendar adjustments by the Board after seeking input regarding any adjustments from the Union, provided that the District will maintain three separate early release days.

L. Curriculum Matters

The Board of Education endorses the concept of providing opportunities for teachers to work on curriculum matters specifically related to their classroom duties. To that end, the Board and the Superintendent will direct the Principals to examine the feasibility of providing release time for teachers to engage in specified curriculum related matters.

M. Class Size

1. The Board of Education endorses the concept of individualized education.

2. The Board is aware that class size has bearing upon effective teaching. It therefore directs the superintendent to work with principals in establishing a reasonable and equitable class enrollment for each teacher.
3. The Board understands that achieving a goal of minimum class size is dependent upon the financial ability of the district. In determining the size of various classes, the administration should consider the following factors:
 - a. The type of load which will help the teacher be most effective with the children in the class.
 - b. Assignments and distribution of non-teaching duties.
 - c. Similarity of instructional assignments among and between teachers of the same grade level in any given building, as scheduling allows.

ARTICLE V
PROCEDURES FOR TEACHERS' EVALUATIONS

A. The parties agree that the primary objective of the program to evaluate classroom teaching performance is to improve the quality of instruction. Accordingly, the parties have met collectively through the PERA committee. All evaluative processes and procedures shall be governed by the "*Homer CCSD 33-C Performance Evaluation Manual.*"

B. Consulting Teacher

Where appropriate, the consulting teacher shall be released from a teaching assignment to perform his/her necessary duties, or shall be otherwise reasonably compensated therefore.

In accordance with applicable provisions of The School Code, the Board shall provide indemnification and protection for claims and suits against a teacher as a result of his/her role as a consulting teacher.

The consulting teacher shall advise the administration, in writing, of the recommendations and materials provided to the teacher under remediation.

The consulting teacher shall provide the administration with duplicate copies of all materials submitted to the teacher under remediation.

ARTICLE VI
PERSONNEL FILES

1. All confidential and non-confidential materials, with the exception of medical records, pertaining to the teachers shall be kept in one file in the District Superintendent's office. There shall be only one file kept for each teacher. All documents, communications and records dealing with the processing of a grievance under this Agreement shall be kept in a separate file.
2. Upon written request, a teacher shall have the right to review and have reproduced all materials in his/her District office personnel file, with the exception of confidential material, which consists of letters of recommendation used by the teacher to secure a position. Such review shall take place under the supervision of the Building Principal or Superintendent. Reproduction of non-confidential materials will be made only by District 33-C. A nominal fee of \$0.35 per page may be charged for this service.
3. Each teacher shall have the right to insert material relevant to his/her service in the District and add statements as to his/her qualifications as a teacher. The teacher shall affix his/her signature to any insertions made by him/her under this provision. Such materials will be placed in the personnel file with the understanding that the insertion thereof in the file does not indicate agreement with content by the Administration or the Board.
4. No performance evaluations, complaints against the teacher, written disciplinary actions or documents of a similar nature shall be placed in the file unless the teacher receives a copy of said material and notification that said material is being placed in the file. The teacher shall acknowledge that he/she has read said material by affixing his/her signature on the actual copy to be filed, with the understanding that such signature merely signified that he/she read the material to be filed but does not indicate agreement with its content. A teacher shall have the right to answer such material, and his/her answer shall be attached to the corresponding file material. A teacher's refusal or failure to sign the documents shall not constitute grounds for removal of the documents from the personnel file.

ARTICLE VII
SALARIES AND COMPENSATIONS

A. Compensation Schedules

Subject to Article XIV, schedules for the term of this Agreement shall be set forth in Appendix A-1 (2019-2020), Appendix A-2 (2020-2021), Appendix A-3 (2021-2022), Appendix A-4 (2022-2023), and Appendix A-5 (2023-2024).

B. Longevity

\$1,100 per year would be paid annually for employees at the BA+45/MA, MA+15, or MA+30 columns and who are beginning their second year at the final step on the salary schedule without having made any vertical or horizontal movement on the schedule from the prior year.

\$1,600 per year would be paid annually for employees at the MA+45 column and who are beginning their second year at the final step on the salary schedule without having made any vertical or horizontal movement on the schedule from the prior year.

For example, an employee who is at the BA+45 column, step 18 for their second year in 2016-17 would be eligible to receive \$1,100.00 longevity pay in 2016-17, regardless of the actual number of years of service to the District. That same employee (assuming no movement on the schedule) would receive an additional \$1,100.00 in 2017-18 and 2018-19 (assuming no movement on the schedule).

Notwithstanding any provision above in this part B, Longevity, for the duration of this Agreement (2019-20 – 2023-24) employees shall not receive any additional longevity payments beyond what they received in 2015-16. Employees who were receiving, or who would become eligible to receive longevity, shall, for the duration of this contract, receive the same general wage increase provided to those employees on the salary schedule (i.e., all employees will receive the percentage increase applicable that year in their base salary, plus the amount agreed to be paid to TRS as provided in Article VII, Section E below).

C. Off-Schedule Lane Movement

Teachers whose education and years of teaching experience through the 2001-2002 school year would place them off the published salary schedule will be classified as off schedule. With that classification the agreed to percent increase for each year of the proposed agreement would be multiplied by their previous year's teacher salary to establish their subsequent year's teacher salary. A record of graduate credit earned will be kept for each off schedule teacher and when those credits sum to the necessary equivalent on the published schedule for lane movement, the off schedule teacher will be paid an additional

\$2,400 of salary, if filed within the appropriate timeline prior to the school year. If the credit accumulation qualified the teacher at the semester break and if filed within the appropriate timeline, the teacher will be paid an additional \$1,200 of salary for the second semester of that year. Prior to the subsequent year, the remaining \$1,200 will be added to the salary then the new percentage increase for the subsequent year will be applied. In either case, the payment received for meeting credit goals will become part of that year's salary in which it was received against which the new percent increase for the subsequent year will be multiplied.

D. Impact of Leaves of Absence on Salary Advancement

Any teacher who actually teaches or is otherwise present and participating in the District's educational program for 120 days or more in the school year during which such leave commences shall be entitled to advancement on the salary schedule as he/she would have had if the leave had not been granted. If the leave exceeds the school year in which such leave commences, the second school year shall not be considered for step advancement on the salary scale unless the teacher works 120 or more days in that school year.

(NOTE: During negotiations, the Parties agreed that the interpretation of this language would be based on the interpretation applied by Arbitrator Edwin Benn in resolving the dispute submitted to arbitration on September 13, 2019. Notwithstanding, the Parties agree that their 2019-2024 Contractual Agreement shall include the revisions set forth above. Further, the Parties agree to reduce the interpretation of Arbitrator Edwin Benn to writing through a separate Memorandum of Understanding, if necessary.)

E. Extra Duty

Schedules for extra duty compensation during the term of this Agreement shall be set forth in Appendix B-1 and Appendix B-2. Contracts related to District-sponsored summer camps and clinics shall meet the requirements set forth in Appendix B-3. The Board shall pay the same percentage of the teacher required contribution to TRS for extra duty earnings as specified below in paragraph E of this Section.

A committee shall be established to review Extra Duty Clubs and make recommendations with respect to the Clubs and the compensation. The committee shall be comprised of an equal number of representatives from the Union and the District Administration, not to exceed four (4) each. The committee's recommendations are subject to final approval by the Board.

F. Illinois Teacher Retirement System

The Board shall pay 5.0% of the required teacher contribution to TRS.

After payment of the above amounts, the Board shall deduct and remit for each teacher any and all remaining amounts due for the teacher required contribution to TRS pursuant to the Compensation and Extra Duty Schedule to the state of Illinois Teachers' Retirement System.

No teacher shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the teachers' required contribution to the Illinois Teachers' Retirement System is a condition of employment made in order to secure the teachers' future services, knowledge and experience.

The balance of the amount due each teacher pursuant to such Compensation Schedule shall be payable to the teacher as salary installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the state of Illinois Teachers' Retirement System for the account of such teacher.

The Union and each teacher will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, or other liability by reason of faithful payment of contributions to the state of Illinois Teachers' Retirement System pursuant to the provisions of the Section. No claim, demand, action or suit shall assert liability of the Board and/or the Union or shall be settled or compromised in any manner without the express written consent of this Board.

G. Grants

The Board will discuss with the Union any tutoring stipend paid as a result of a special state or federal grant prior to setting such stipend.

H. Pay Checks

For summer, winter, and spring vacation periods, if any pay day falls on a non-work day, teachers shall receive their pay checks by mail unless a teacher, by providing written notice prior to November 1 of each contract year, elects to receive the pay check at school.

Teachers shall maintain a current mailing address with the District office for the purposes of mailing checks. Checks shall be available or mailed on the scheduled pay day.

I. Insurance Provision

1. For employees hired prior to December 20, 2016, the employer shall provide a Group Insurance Program for all full-time employees or those who are less than full-time but work at least 20 hours per week (20 hours is equivalent to .57 FTE). For employees hired after December 20, 2016, said employees must regularly work at

least 30 hours per week to be eligible for the Group Insurance Program. The Group Insurance Program shall include the following:

- a. Comprehensive medical coverage, either through a health maintenance organization (HMO), or an indemnity/PPO (preferred provider organization), to include hospitalization and physician services.
 - b. Optical Care (Employee only)
 - c. Prescription drugs
 - d. Dental coverage
 - e. Group term life coverage (Employee only)
 - f. Long term disability
2. A hospitalization plan to be selected by the District which is substantially equivalent to the plan in effect in the 2011-2012 school year shall be made available to all eligible teachers who wish to enroll. The Board retains its right to change carriers.
3. The plans to be offered by the Board effective with the 2016-17 plan year (October 1, 2016), shall include the following:
- PPO1
 - PPO2
 - HSA
 - HMO ILLINOIS
 - HMO BLUE ADVANTAGE

For staff employed in the District as of the ratification of December 20, 2016, the employee/Board contributions toward premium costs for the available health plans shall be as follows:

- PPO1: Single (BD - 85%/EE - 15%)
Ee+Child(ren) (BD-85%/EE-15%)
All other tiers (BD - 75%/EE - 25%)
- PPO2: Single (BD - 90%/EE - 10%)
Ee+Child(ren) (BD-85%/15%)
All other tiers (BD - 80%/EE - 20%)
- HSA: Single (BD - 95%/EE - 5%)
All other tiers (BD - 85%/EE - 15%)

- HMO ILLINOIS: Single (BD - 90%/EE - 10%)
All other tiers (BD - 85%/EE – 15%)
- HMO BLUE ADV: All tiers (BD – 95%/EE –5%)

For employees hired after December 20, 2016, the employee/Board contributions toward premium costs for the available health plans shall be as follows:

- PPO1: Single (BD - 80%/EE - 20%)
Ee+Child(ren) (BD-75%/EE-25%)
All other tiers (BD - 60%/EE - 40%)
- PPO2: Single (BD - 85%/EE - 15%)
Ee+Child(ren) (BD-80%/20%)
All other tiers (BD - 70%/EE - 30%)
- HSA: Single (BD - 95%/EE - 5%)
All other tiers (BD - 85%/EE - 15%)
- HMO ILLINOIS: Single (BD - 90%/EE - 10%)
All other tiers (BD - 80%/EE – 20%)
- HMO BLUE ADV: Single (BD – 90%/EE – 10%)
All other tiers (BD – 85%/EE – 15%)

For those who are less than full-time but otherwise eligible to participate in the Group Insurance Program, and who elect single or family coverage, the Board's contribution toward insurance on behalf of said employees shall be pro-rated in proportion to their FTE status and said employee shall be responsible for the remaining contribution (e.g., if for a full-time employee the Board's normal contribution is \$1,000 and employee's is \$100, for a .75 FTE employee the Board will contribute \$750.00 and the employee will contribute \$350.00).

4. Cost Containment - If the cost of health insurance increases by more than 8% in any year during the term of this Agreement, the parties shall meet and attempt to reach agreement on changes to the insurance plan design to reduce the cost of the increase to 8% or less. In the event the parties are unable to agree on changes which reduce the cost of the increase to 8% or less, the cost of the increase over and above 8% shall be shared equally (50/50) by the Board and employees.
5. A teacher on an unpaid leave of absence, other than FMLA leave may continue in the District's insurance program so long as the teacher pays 100% of the monthly premium or premium equivalent in the manner prescribed by the Employer.

J. Tuition Reimbursement

Tuition reimbursement shall be available to all eligible employees for semester hours of coursework credit earned from an institution of higher learning accredited by the Council for Higher Education Accreditation, the U.S. Department of Education, Council for the Accreditation of Educator Preparation (CAEP), or Illinois State Board of Education. An annual cap of \$100,000 towards tuition reimbursement cost for the Board shall be applied for each year of the contract (from September 1 through August 31). Funds will be deemed committed (for purposes of the cap) upon course approval by the Superintendent or his/her designee. Teachers shall have 60 days from the actual date of completion of the course(s) to submit their requests for reimbursement.

The Union shall receive information, on a quarterly basis, regarding the usage of tuition reimbursement including but not limited to: employee names, amounts requested, amounts dispersed, remaining balances, etc.

Teachers covered by this agreement shall be reimbursed for college or university tuition up to \$2,000 per school year for courses completed or professional development between September 1st and the following August 31st, subject to the following terms and conditions:

1. Credit for courses and/or professional development must be issued by a regionally accredited college or university. The course or professional development does not have to apply toward a degree program.
2. All courses and/or professional development must be job-related and may be either graduate or undergraduate level courses/credit.
3. All courses and/or professional development must be approved by the Superintendent prior to the commencement of the classes. The Superintendent's approval or denial shall be final and shall not be subject to the arbitration stop of the grievance procedure.
4. The teacher must receive a grade of A or B in the class and provide the District with an official school grade report and proof of tuition payment before reimbursement will be made.
5. Approved cohorts will be reimbursed upon expenses incurred up to the maximum amount reimbursable during the term of this Agreement (\$6,000).
6. Staff that previously participated in the cohort reimbursement benefit during the 2016-2019 Contract shall not be eligible for any additional tuition reimbursement for a period of three years from the date of approval of the most recent cohort reimbursement. The maximum reimbursement for any employee

during any three-year period shall be \$6,000. For example, if a teacher was approved for a cohort in 2019-2020, the earliest he/she will be eligible for any additional tuition reimbursement (cohort or annual) is 2022-2023.

7. Staff must remain employed in the District for a least one (1) year after completion of the coursework for which reimbursement is provided. If a staff member's employment ends sooner than one (1) year after completion of said coursework, the staff member shall refund to the District the tuition reimbursement. This reimbursement provision only applies to staff who voluntarily leave employment, who are terminated for cause, or who resign to avoid a termination for cause.

K. Compression Stipend

1. Eligible teachers shall receive the following annual payment (the compression stipend) subject to the eligibility criteria set forth in paragraph B of this section:

BA+45/MA - \$700
MA+15 - \$725
MA+30 - \$750
MA+45/2nd MA - \$775

2. To be eligible for the compression stipend, a teacher must:
 - a. be on the salary schedule and placed at step 13 or beyond in the 2005-2006 school year;
 - b. Have been in their second year or more at step 15 of the BA+45/MA, MA+15, MA+30 and/or MA+45 columns in the 2007-2008 school year.
3. Eligible teachers shall receive the compression stipend for the duration of their employment with the District provided they meet the eligibility criteria.
4. The compression stipend shall be paid as an end-of-year lump sum payment.
5. No teachers other than those at step 13 or beyond on the 2005-2006 salary schedule shall become eligible to receive the compression stipend. Once all of the eligible teachers have left the employment of the District, the compression stipend shall automatically sunset from this Agreement.

L. Creditable Earnings Contingency

This provision shall only apply to employees eligible to retire and qualified for a retirement annuity under TRS rules and regulations and to any employee that is within four years of becoming eligible to retire and qualified for a retirement annuity under TRS rules and

regulations, and, in either case, regardless of whether the employee is actually retiring or submitting a notice of retirement. For purposes of convenience and this provision only, such employees shall be referred to as “Eligible Employees.”

The current TRS rules and regulations provide that a teacher is eligible to retire and receive a retirement annuity if the following years of service and age criteria are met:

Years of Service	Age
5	62
10	60
20	55 (discounted)
35	55 (nondiscounted)

The parties agree that any TRS creditable compensation and/or benefit increases, whether under this contract or otherwise, shall not exceed the maximum amount which results in an employee’s retirement annuity being fully funded by the Illinois Teacher Retirement System, without Board liability for any portion of the retirement annuity. This means that an Eligible Employee’s TRS creditable earnings (including but not limited to vertical and horizontal salary schedule movement, stipends, salary schedule or salary increases and retirement incentives, excluding earnings that are expressly exempt under state law from the 6% calculation, whether under the contract or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of the retirement annuity or result in any Board-paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of an employee’s retirement annuity or cover any Board-paid penalty to TRS. Notwithstanding any contrary or other provision of this contract, including but not limited to any salary schedules, in the event an Eligible Employee’s TRS creditable earnings would increase by more than 6% in any given year of this contract, excluding earnings that are expressly exempt under state law from the 6% calculation, that employee shall only receive the maximum increase allowed under this provision unless the employee executes an agreement not to retire as set forth below.

Annually, by no later than March 1st, the Board will provide to the Council a list of all Eligible Employees. The Board and the Council shall jointly confirm the accuracy of such list.

Notwithstanding the above, an Eligible Employee may receive increases in creditable earnings greater than six percent (6%) contingent upon and in consideration of the following:

1. The employee must otherwise be eligible under this Agreement for an increase in excess of six percent (6%) (e.g., the employee obtained additional credits resulting

in horizontal movement on the salary schedule, or the employee began performing a new extra duty position not previously performed).

2. The employee executes a written agreement not to retire within four years of receiving the increase in excess of six percent (6%) and re-executes such an agreement at the beginning of each school year in which the employee elects to opt out of the creditable earnings cap otherwise imposed by this Section.
3. The employee shall repay the District any amounts received in excess of six percent (6%) if he/she does not adhere to the terms of the agreement not to retire (i.e., he/she retires within four years of receiving an increase greater than 6%), and shall cooperate with the District in executing all necessary documents to reflect an adjustment in his/her creditable earnings for the year(s) in question. The employee acknowledges and agrees that the payment of any increase in excess of 6% is being made by the Board in reliance on and in consideration of the employee's agreement not to retire within four years of receiving such an increase and that; therefore, an adjustment in earnings is required if the employee does retire within four years of receiving such an increase as it otherwise constitutes an unintentional overpayment to the employee.
4. This provision is subject to compliance with TRS rules and regulations.

M. National Board Certification

The Board shall pay \$3,500 in a one-time, lump-sum payment to any teacher who attains or successfully renews National Board Certification during the term of this Agreement.

ARTICLE VIII
JOINT COMMITTEE

A standing joint committee shall be established which shall consist of one Union representative from each school. In addition, there shall be one administrator, at least one Board member, and such other members as may be deemed necessary by the committee. This standing joint committee will meet within fifteen (15) days following the September Board meeting and thereafter at mutually agreed times. The purpose of the committee is to discuss and analyze matters of mutual interest. The purpose of the committee is to discuss issues that have not been able to be resolved at a particular school site or on a district-wide basis. Each issue discussed will include a comprehensive review of what has been done to date to resolve the issue and what specifically has kept it from resolution. Both teacher representatives and representatives of the administration will be expected to participate in this dialogue. It is acknowledged and agreed by the parties that the meetings, decisions, and conclusions of the committee shall not constitute negotiations, and that matters considered by the committee shall not be subject to the grievance procedure.

ARTICLE IX
GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint that there has been alleged violation, misinterpretation, or misapplication of any express provision of this Agreement.

B. Statement of Basic Principles

1. Every teacher covered by this Agreement or the Union shall have the right to present grievances in accordance with these procedures, with or without Union representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of Union representatives.
2. A teacher who participates in these grievance procedures shall not be subjected to reprisal because of said participation by either the Board, Administration, or Union.
3. The failure of a teacher or the Union to act on any grievance as herein provided within the prescribed time and limits will act as a 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. The time limits, however, may be extended by mutual written agreement. The Union and Board shall furnish each other with an up-to-date list of all agents who are authorized to grant extensions of time under this Agreement and shall immediately notify each other in writing of any and all changes thereto.
4. The Union or the aggrieved teacher has the right to withdraw from any grievance.
5. Any teacher has a right to be represented in the grievance procedure by the Union if requested by the teacher. The teacher shall be present at any grievance discussion when the administration and/or the Union deems it necessary. When the presence of a teacher or administrator at a grievance hearing is requested by either party, illness or other incapacity of the teacher or administrator shall be grounds for any necessary extension of grievance procedure time limits. If the Union is neither the grievant nor the grievance representation, the Union shall have the right to be represented at all formal steps of the grievance procedure.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible, after regular

school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration, during school hours all employees whose presence is required shall be excused, with pay, for that purpose.

7. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher Union representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

C. Procedures

1. Step One An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and the person or persons against whom the grievance is made. The Union building representative may be present if desired by either side.
2. Step Two If the grievance cannot be resolved informally, the aggrieved teacher or Union shall file the grievance in writing with the building principal and at a mutually agreeable time, discuss the matter with the building principal. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the agreement allegedly violated, the date of the agreement violation, the remedy requested, and shall furnish all of the information requested and be reduced to writing on the Grievance Form found in Appendix D of this Agreement. The filing of the grievance at the second step shall be made within ten (10) school days after the date of the occurrence of the event giving rise to the grievance or within ten (10) school days of when such occurrence should reasonably have become known. Present at any meetings at this step shall be: the aggrieved teacher, the building principal, and the Union building representative if so desired. The principal shall make a decision on the grievance and communicate it in writing to the teacher and the Superintendent within ten (10) school days after the filing of the grievance with him.
 - a. Wherever a time limit is expressed in terms of "school days," said term shall mean student attendance days. If an event or occurrence giving rise to a grievance occurs ten (10) school days or less before the close of the current school year, time limits referring to the grievable event and deadlines for appeals to various steps which are expressed in terms of "school days" shall be construed to mean all weekdays so that matters may be resolved as quickly as possible.
 - b. If a grievance has been filed before the close of the current school year and is unresolved at the close thereof, any remaining time limits or period of time expressed in terms of "school days" shall be construed to mean "all

weekdays” after first deducting the number of school days that have actually elapsed before the expiration of the current school year in which the grievance was filed.

- c. Any event or occurrence which gives rise to a grievance that occurs after the closing day of a school year and prior to the opening of the next school year will be exempt from the ten (10) school day clause of Step Two, and shall be filed not later than the first school day of the next school year as a grievable item according to the grievance procedure stated in this Agreement. For the purpose of this Subparagraph (c), if the aggrieved teacher or the Union files a grievance before the first day of the next school year, the grievance will proceed according to the time limits herein established, except that wherever the term “school days” appears, time limits shall be construed to mean all weekdays up to the commencement of the new school term.
3. Step Three In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher or Union shall file with the Superintendent within five (5) school days after receipt of the principal’s written decision or answer at the second step, a copy of the original written grievance and principal’s decision, along with a completed copy of the Grievance Form for Step Three. Within ten (10) school days after such written grievance is filed, the aggrieved, Union representation of the aggrieved if desired, and the Superintendent shall meet to resolve the grievance. The Superintendent shall file an answer within the (10) school days after the third step grievance meeting and communicate it in writing to the teacher, the principal and to the Union.
4. Step Four Within ten (10) calendar days after receiving the decision of the Superintendent, the Union may appeal to the Board. This appeal shall be made by reducing it to writing on the Grievance Form, providing all information therein requested, and it shall be accompanied by a copy of the Grievance Form and decision filed at Step Three.

The appeal at Step Four shall be filed with the Superintendent as an agent for the receipt thereof on behalf of the Board. In his/her absence, the appeal shall be filed with either the President, Vice President, or Secretary of the Board of Education.

Within thirty (30) calendar days after the receipt of the appeal, the Board shall meet on the matter. Those entitled to be present and participate at this hearing may be the Board, the Superintendent, the Building Principal, the Aggrieved Teacher, and the Union grievance committee and/or the Union President, if requested by the grievant.

Any witness that the Aggrieved Teacher, Union, or the Administration desires to call for the purpose of furnishing evidence shall also be present.

Within thirty (30) calendar days after the first hearing on the appeal, the Board shall communicate its decision, in writing, together with supporting reasons to the Building Principal, the Superintendent, the Union President, and the Aggrieved Teacher.

The Board reserved the right to hold a second hearing with the Aggrieved Teacher and the above parties before its decision is required as hereinabove stated. Additional witnesses may be called or additional information may be requested which the Board, in its discretion, deems relevant.

The attorney for either party shall be permitted to be present at this step of the grievance procedure providing that notification is given to the other party twenty-four (24) hours in advance.

5. Step Five Binding Arbitration.

- a. If the grievance has not been satisfactorily resolved at Step Four, the Union may request binding arbitration of the grievance by filing a letter with the Board specifying this intent along with a completed copy of the Grievance Form found in Appendix D of this Agreement within the (10) calendar days after the receipt of the Board decision at Step Four of the grievance procedure or from the time the Board's decision is required (if no disposition has been made), whichever event first occurs.
- b. If the Board and Union cannot agree on an arbitrator within ten (10) calendar days after the demand for arbitration has been made, the American Arbitration Association will be requested to provide a panel of arbitrators for the selection of an arbitrator by the parties in accordance with its rules.
- c. The arbitrator shall set a time and place for the hearing, subject to the availability of the Board and Union representatives and witnesses. Expenses for the arbitrator's services and expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union provided that if a stenographic record is requested by one of the parties, the party requesting the record shall pay for the attendance of the stenographer, unless both parties request a copy of the record, and in such a case, the total cost of the attendance of the stenographer and the transcription of the record shall be shared equally by the parties. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.
- d. The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore or add to the express provisions of this Agreement. His/Her authority shall be strictly limited to deciding only grievances as herein defined that have been

processed in compliance with all provisions of the grievance procedure, and the issue or issues presented to him/her in writing by the Board and Union relating thereto. His/Her decision must be assessed solely upon his interpretation of the meaning or application of the express relevant language of this Agreement as applied to the facts of the grievance presented.

- e. The award of the arbitrator shall be accompanied by a written opinion setting forth findings of fact, reasoning, and conclusions to support the award. The opinion shall not contain gratuitous advice or comments not related or necessary to the determination of the facts and issues.
- f. In the event a case of issue is appealed to an arbitrator and he/she finds that he/she has no authority to rule on said case or issue the matter shall be referred back to the parties without decision or recommendation on the merits of the case or issue.
- g. The arbitrator shall make his/her best effort to issue his/her decision in writing to all persons involved in Step Four within fifteen (15) calendar days after the hearing.
- h. The parties shall furnish each other the name, business address and telephone number of the attorney or chief advocate who will present the case on their behalf before the arbitrator as soon as possible and not later than five (5) calendar days before the scheduled hearing before the arbitrator.

ARTICLE X

RESERVATION OF RIGHTS AND SAVINGS PROVISIONS

- A. In making this contract, the Board, on its own behalf and on behalf of the electors of the District, retains and reserves all duties, responsibilities, powers and authority conferred upon and vested in it by the statutes and laws of the state of Illinois, including, but not limited to, the following rights:
 - 1. To adopt and enforce all necessary rules for the management and government of the public school of this District;
 - 2. To plan, establish, and direct district operations to meet the educational needs of the District as determined by the Board and to determine the means and personnel by which such operations are to be conducted;
 - 3. To hire, appoint, transfer, assign and retain employees in positions within the District and to suspend and discharge employees;

4. To determine and evaluate the qualifications of employees and to establish, define, and control job content and classification.

And to retain all other rights and legal powers not enumerated above, subject only to the express restrictions on the exercise of the aforesaid rights, if any, as are specifically provided in this Agreement.

- B. If any provisions of this Agreement are declared illegal by a court of competent jurisdiction or shall adversely affect the payment of state or federal funds to the District or the recognition of accreditation of the District by the state of Illinois, then that provision shall be unenforceable while all other provisions of this Agreement shall continue in effect.

ARTICLE XI **NO STRIKE PROVISION**

The Union, its members, and members of the bargaining unit agree not to strike, engage in any work stoppage, or picket, any of which of the foregoing in any manner would tend to disrupt the operation of any school in District 33-C or its administrative offices, during the term of this Agreement. The Union reserves the right to support any other organized group employed by the District or not who may be striking or participating in a united stand as long as the support takes place outside of the union member's contractual hours and does not disrupt the operations of the District.

ARTICLE XII **METHOD OF RATIFICATION**

This Agreement shall not be binding until ratified by the Union membership and adopted by the Board at a duly convened public Board meeting.

ARTICLE XIII **EFFECTIVE DATE AND DURATION**

1. Upon ratification by the Union and adoption by the Board as provided in Article XIII, the Agreement shall be in effect on the first day of teacher employment of the 2019-2020 school year.
2. This Agreement shall continue in full force and effect until the day before the first day of teacher employment for the 2024-2025 school year.
3. Negotiations on this Agreement in its entirety will commence between April 1 and May 1 of 2024, or as otherwise agreed upon by the Parties.
4. If agreement is not reached on all items within 45 days of the commencement of the school year and all items sought to be negotiated had been thoroughly explored without reasonable

expectation of reaching agreement, either party may declare to the other, in writing, that an impasse exists and call for the appointment of a mediator in accordance with Section 5 of this Article. If the Illinois Educational Labor Relations Board invokes mediation within 15 days of the scheduled start of the school year, the mediator shall be appointed in accordance with Section 5 of this Article. If an agreement is not reached 15 days before the scheduled start of the school year, both parties shall notify the IELRB.

5. When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, a mediator shall be selected by the parties from a list to be supplied by the American Arbitration Association, provided that if the American Arbitration Association is unable for any reason to provide a mediator within a reasonable time after being so requested, the parties shall seek a mediator from the staff of the Federal Mediation and Conciliation Service. The cost of the mediator, if any, shall be equally shared by the Board and the Union.

ARTICLE XIV **REOPENER PROVISIONS**

- A. This contract, in its entirety, shall not be modified during the term hereof except by written amendment with the mutual consent of both parties.
- B. If any of the following events occur, the Parties agree to reopen the contract for the sole purpose of renegotiating salaries or health care coverage:
 1. Property tax freezes
 2. Pension cost shift
 3. Implementation of the Cadillac Tax

If the contract is reopened as a result of a property tax freeze or pension cost shift, renegotiated salary increases shall take effect the following school year and may be no less than the consumer price index (CPI) used by the County Clerk for property tax extensions for the school year in question. If the contract is reopened as a result of implementation of the Cadillac Tax, re-negotiated insurance changes shall take effect the following school year.

ARTICLE XV
RETIREMENT INCENTIVE

A. Regular Retirement

The District will provide to its teachers a retirement incentive that will include and be subject to the following provisions:

1. To be eligible:
 - a. The teacher shall have a minimum of ten (10) years of continuous full-time service in the Homer School District by the intended date of retirement;
 - b. The teacher must be eligible to retire under the Illinois Teachers Retirement System (TRS) rules and regulations and receive an immediate retirement benefit as of the intended date of retirement. No teacher may participate in this program unless he/she has sufficient service credit and/or age credit with TRS to exempt the District from the payment of any contribution, penalty or other additional amount to TRS. Additionally, no teacher may participate in this program if the District would or is determined to owe, in connection with said teacher, any payment or penalty to TRS under any other law, regulation or applicable rule;
 - c. The teacher must retire under this incentive program within three (3) school years of first becoming eligible to receive a retirement annuity without discount (i.e., maximum benefit) from TRS. For example, if a teacher becomes eligible to receive a retirement annuity without discount in 2019-2020, he/she must retire by the end of 2022-2023 to participate in this incentive. Failure to do so renders the teacher ineligible to participate in this incentive and/or to receive any of the benefits provided under this incentive for the term of this and any future Agreement between the Parties;
 - d. The teacher shall submit an irrevocable notice of retirement by March 1st up to four school years prior to retirement and no later than March 1st in the final year of service at the District prior to retirement.
2. If approved:
 - a. The teacher shall be removed from the salary schedule and extra duty pay schedule;
 - (1) If a notice of retirement is submitted by March 1st four years prior to the retirement, the teacher shall have his/her current school year (year

in which the notice is submitted) earnings increased, where necessary, so that she/he receives a 6% increase in total creditable earnings over the prior school year; the teacher shall then receive a 6% increase in his/her total creditable earnings for each of the four remaining years of service;

(2) If a notice of retirement is submitted by March 1st three years prior to the retirement, the teacher shall have his/her current school year (year in which the notice is submitted) earnings increased, where necessary, so that she/he receives a 6% increase in total creditable earnings over the prior school year; the teacher shall then receive a 6% increase in his/her total creditable earnings for each of the three remaining years of service;

(3) If a notice of retirement is submitted by March 1st two years prior to the retirement, the teacher shall have his/her current school year (year in which the notice is submitted) earnings increased, where necessary, so that she/he receives a 6% increase in total creditable earnings over the prior school year; the teacher shall then receive a 6% increase in his/her total creditable earnings for each of the two remaining years of service;

(4) If a notice of retirement is submitted by March 1st one year prior to the retirement, the teacher shall have his/her current school year (year in which the notice is submitted) earnings increased, where necessary, so that she/he receives a 6% increase in total creditable earnings over the prior school year; the teacher shall then receive a 6% increase in his/her total creditable earnings for the remaining year of service;

(5) If a notice of retirement is submitted by March 1st in the year of the retirement, the teacher shall have his/her current school year (year in which the notice is submitted) earnings increased, where necessary, so that he/she receives a 6% increase in total creditable earnings over the prior school year;

b. The teacher shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher. However, in the event the Board eliminates an extra duty position, the parties will agree on a mutually acceptable substitute assignment;

- c. A teacher who completes coursework or who otherwise would be entitled to movement on the salary schedule or extra duty pay schedule shall not receive additional compensation beyond the six percent (6%) increase provided by this retirement provision excluding earnings that are expressly exempt under state law from the 6% calculation. Notwithstanding any other provision of this agreement or otherwise, a teacher approved for the retirement incentive shall not receive more than a six percent (6%) total increase in his/her total creditable earnings in any year during his/her participation in the retirement incentive excluding earnings that are expressly exempt under state law from the 6% calculation; and
3. In addition to the 6% payments, the teacher may elect one, but not both, of the following two benefits: (a) post-career severance or (b) TRIP payment as set forth below:
- a. The teacher shall receive a post retirement payment of \$750 per year of service in the District which shall not be pensionable up to the maximum allotment of \$15,000 provided that:
 - (1) With a four-year notice, the maximum post retirement payment is \$15,000 or
 - (2) With a three-year notice, the maximum post retirement payment is \$16,500 or
 - (3) With a two-year notice, the maximum post retirement payment is \$18,000 or
 - (4) With a one-year notice, the maximum post retirement payment is \$19,500.

The severance payment shall be paid to each eligible retired teacher in the form of a non-elective employer contribution into the 403(b) accounts of each such individual, provided that no contribution shall be made that causes a retiree's 403(b) account to exceed the applicable annual contribution limits under IRC §415(c) of the Code for any year.

If the amount payable to a retired teacher under paragraph 1 exceeds applicable contribution limits under the Internal Revenue Code, the excess shall be contributed into the 403(b) accounts of affected retirees in the next calendar year and in each succeeding calendar year until the entire amount payable is contributed into the 403(b) accounts of such retirees.

No contributions may be made by the Board later than the end of the fifth year following the year in which the employee or former employee severed

employment with the Board. Any amounts remaining unpaid at the end of that fifth year shall be forfeited.

Employees shall have no cash option to this non-elective employer contribution benefit.

All contributions made hereunder shall be determined in accordance with applicable law.

The teacher must notify the District in writing of his/her election within 30 days of their last day of work for the District. If no election is made, the District will pay the teacher directly. If this post retirement payment is used for insurance, it must be used by the time the teacher/retiree reaches age 70. If any amount owed has not been used as of that time, the District shall pay the remaining balance directly to the teacher/retiree in a lump sum payment.

- b. The Board shall pay actual plan costs, up to a maximum of \$13,500, directly to TRIP or other non-district health insurance plan for retirees who retire under this retirement incentive plan toward the cost of health insurance coverage under the ITRS sponsored plan or other non-district health insurance plan. The \$13,500 shall be utilized first for insurance costs, followed by the post retirement payment set forth. If this \$13,500 benefit has not been used by the time the teacher/retiree reaches age 70, the benefit, or any amount still remaining, shall be forfeited.

4. The teacher shall execute the Retirement Award Agreement negotiated by the parties.

B. Restrictions/Limitations:

- a. The District, in its sole discretion, may limit the number of teachers who are approved for participation in this benefit to a maximum of 30% of those teachers eligible for the benefit in any given year. In the event of such a limitation, the teacher with the greatest seniority in the District shall be given preference over those with less seniority;
- b. If approved, a teacher will not be assigned any additional extra duties or TRS reportable duties without the consent of the teacher;
- c. Any teacher who commences participation in this benefit, but does not comply with or satisfy the provisions herein, including but not limited to completion of his/her remaining years of service following notice of retirement, shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings unless

the teacher retires early and the District does not incur and/or is not liable for a penalty or other contribution to TRS as a result of said teacher's retirement. Upon complete reimbursement, the teacher shall be entitled to any general wage increase which would have been applicable to the teacher during the time period at issue;

- d. Teachers should not rely upon the continuation of this retirement incentive award program in subsequent collective bargaining agreements. Unless the parties agree to continue this benefit in a subsequent collective bargaining agreement, it shall terminate upon the expiration of this agreement and will not be available to teachers who have not applied for the benefit prior to the expiration date of this agreement.

[SIGNATURE PAGE FOLLOWS]

ARTICLE XVI
EXECUTION OF AGREEMENT

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.


For Homer District 33-C Council of the American Federation of Teachers, Local 604.



Co-President




Co-President



Secretary

Date 12/18/19

For the Board of Education of Homer Consolidated School District No. 33-C (Homer) Will County, Illinois.



President



Secretary

Date: December 17, 2019

APPENDIX A-1
SALARY SCHEDULE 2019-2020



Homer CCSD 33C - Certified Salary Schedule
School Year 2019-2020

STEP	BA-0		BA-10		BA-20		BA-45/MA-0		MA-15		MA-30		MA-45/26MA	
	BASE	TRS BASE CRED EBN	BASE	TRS BASE CRED EBN	BASE	TRS BASE CRED EBN	BASE	TRS BASE CRED EBN	BASE	TRS BASE CRED EBN	BASE	TRS BASE CRED EBN	BASE	TRS BASE CRED EBN
0	\$38,645	\$40,679	\$39,872	\$41,970	\$41,139	\$43,304	\$42,445	\$44,679	\$43,793	\$46,098	\$45,183	\$47,561	\$46,618	\$49,072
1	\$39,289	\$41,357	\$40,536	\$42,670	\$41,824	\$44,026	\$43,153	\$45,424	\$44,523	\$46,866	\$45,936	\$48,354	\$47,395	\$49,890
2	\$39,755	\$41,848	\$41,019	\$43,177	\$42,321	\$44,548	\$43,665	\$45,963	\$45,051	\$47,423	\$46,481	\$48,928	\$47,958	\$50,482
3	\$40,227	\$42,345	\$41,506	\$43,690	\$42,824	\$45,078	\$44,184	\$46,510	\$45,587	\$47,986	\$47,034	\$49,510	\$48,527	\$51,082
4	\$40,705	\$42,849	\$42,000	\$44,210	\$43,333	\$45,614	\$44,709	\$47,062	\$46,128	\$48,556	\$47,592	\$50,097	\$49,104	\$51,688
5	\$42,000	\$44,210	\$43,333	\$45,614	\$44,709	\$47,062	\$46,128	\$48,556	\$47,592	\$50,097	\$49,104	\$51,688	\$50,663	\$53,329
6	\$43,333	\$45,614	\$44,709	\$47,062	\$46,128	\$48,556	\$47,592	\$50,097	\$49,104	\$51,688	\$50,663	\$53,329	\$52,271	\$55,022
7	\$44,709	\$47,062	\$46,128	\$48,556	\$47,592	\$50,097	\$49,104	\$51,688	\$50,663	\$53,329	\$52,271	\$55,022	\$53,930	\$56,769
8	\$46,128	\$48,556	\$47,592	\$50,097	\$49,104	\$51,688	\$50,663	\$53,329	\$52,271	\$55,022	\$53,930	\$56,769	\$55,642	\$58,571
9	\$47,592	\$50,097	\$49,104	\$51,688	\$50,663	\$53,329	\$52,271	\$55,022	\$53,930	\$56,769	\$55,642	\$58,571	\$57,409	\$60,431
10	\$49,104	\$51,688	\$50,663	\$53,329	\$52,271	\$55,022	\$53,930	\$56,769	\$55,642	\$58,571	\$57,409	\$60,431	\$59,232	\$62,350
11	\$50,663	\$53,329	\$52,271	\$55,022	\$53,930	\$56,769	\$55,642	\$58,571	\$57,409	\$60,431	\$59,232	\$62,350	\$61,112	\$64,329
12	\$52,271	\$55,022	\$53,930	\$56,769	\$55,642	\$58,571	\$57,409	\$60,431	\$59,232	\$62,350	\$61,112	\$64,329	\$63,054	\$66,372
13			\$55,642	\$58,571	\$57,409	\$60,431	\$59,232	\$62,350	\$61,112	\$64,329	\$63,054	\$66,372	\$65,056	\$68,480
14			\$57,409	\$60,431	\$59,232	\$62,350	\$61,112	\$64,329	\$63,054	\$66,372	\$65,056	\$68,480	\$67,122	\$70,655
15					\$61,112	\$64,329	\$63,054	\$66,372	\$65,056	\$68,480	\$67,122	\$70,655	\$69,253	\$72,898
16							\$65,056	\$68,480	\$67,122	\$70,655	\$69,253	\$72,898	\$71,451	\$75,212
17							\$67,122	\$70,655	\$69,253	\$72,898	\$71,451	\$75,212	\$73,719	\$77,599
18							\$69,253	\$72,898	\$71,451	\$75,212	\$73,719	\$77,599	\$76,059	\$80,062
19							\$71,451	\$75,212	\$73,719	\$77,599	\$76,059	\$80,062	\$78,475	\$82,605
20							\$73,719	\$77,599	\$76,059	\$80,062	\$78,475	\$82,605	\$80,966	\$85,227
21							\$76,059	\$80,062	\$78,475	\$82,605	\$80,966	\$85,227	\$83,537	\$87,933

Schedule: 3.70%
 Off Schedule: 3.70%
 TRS: BOE to pay 5% of member contribution
 Longevity: No additional longevity beyond that paid in 2015-16
 Step 0: +2%

APPENDIX A-2
SALARY SCHEDULE 2020-2021

Homer CCSD 33C - Certified Salary Schedule
School Year 2020-2021



STEP	BA-0		BA-10		BA-20		BA-43/MA-0		MA-15		MA-30		MA-45/2+MA	
	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM
0	\$39,418	\$41,492	\$40,669	\$42,810	\$41,961	\$44,170	\$43,294	\$45,573	\$44,669	\$47,020	\$46,087	\$48,512	\$47,550	\$50,053
1	\$40,075	\$42,184	\$41,347	\$43,523	\$42,661	\$44,906	\$44,016	\$46,332	\$45,413	\$47,803	\$46,855	\$49,321	\$48,343	\$50,887
2	\$40,743	\$42,887	\$42,036	\$44,249	\$43,372	\$45,655	\$44,749	\$47,105	\$46,170	\$48,600	\$47,636	\$50,143	\$49,149	\$51,735
3	\$41,226	\$43,396	\$42,536	\$44,775	\$43,887	\$46,197	\$45,281	\$47,664	\$46,718	\$49,177	\$48,201	\$50,738	\$49,733	\$52,350
4	\$41,716	\$43,911	\$43,042	\$45,307	\$44,408	\$46,746	\$45,819	\$48,231	\$47,273	\$49,761	\$48,774	\$51,342	\$50,323	\$52,972
5	\$42,213	\$44,434	\$43,554	\$45,846	\$44,936	\$47,302	\$46,363	\$48,804	\$47,835	\$50,352	\$49,353	\$51,951	\$50,921	\$53,601
6	\$43,554	\$45,846	\$44,936	\$47,302	\$46,363	\$48,804	\$47,835	\$50,352	\$49,353	\$51,951	\$50,921	\$53,601	\$52,537	\$55,302
7	\$44,936	\$47,302	\$46,363	\$48,804	\$47,835	\$50,352	\$49,353	\$51,951	\$50,921	\$53,601	\$52,537	\$55,302	\$54,205	\$57,058
8	\$46,363	\$48,804	\$47,835	\$50,352	\$49,353	\$51,951	\$50,921	\$53,601	\$52,537	\$55,302	\$54,205	\$57,058	\$55,926	\$58,869
9	\$47,835	\$50,352	\$49,353	\$51,951	\$50,921	\$53,601	\$52,537	\$55,302	\$54,205	\$57,058	\$55,926	\$58,869	\$57,701	\$60,738
10	\$49,353	\$51,951	\$50,921	\$53,601	\$52,537	\$55,302	\$54,205	\$57,058	\$55,926	\$58,869	\$57,701	\$60,738	\$59,534	\$62,667
11	\$50,921	\$53,601	\$52,537	\$55,302	\$54,205	\$57,058	\$55,926	\$58,869	\$57,701	\$60,738	\$59,534	\$62,667	\$61,424	\$64,657
12	\$52,537	\$55,302	\$54,205	\$57,058	\$55,926	\$58,869	\$57,701	\$60,738	\$59,534	\$62,667	\$61,424	\$64,657	\$63,374	\$66,709
13			\$55,926	\$58,869	\$57,701	\$60,738	\$59,534	\$62,667	\$61,424	\$64,657	\$63,374	\$66,709	\$65,387	\$68,828
14			\$57,701	\$60,738	\$59,534	\$62,667	\$61,424	\$64,657	\$63,374	\$66,709	\$65,387	\$68,828	\$67,463	\$71,014
15					\$61,424	\$64,657	\$63,374	\$66,709	\$65,387	\$68,828	\$67,463	\$71,014	\$69,605	\$73,269
16							\$65,387	\$68,828	\$67,463	\$71,014	\$69,605	\$73,269	\$71,815	\$75,595
17							\$67,463	\$71,014	\$69,605	\$73,269	\$71,815	\$75,595	\$74,095	\$77,995
18							\$69,605	\$73,269	\$71,815	\$75,595	\$74,095	\$77,995	\$76,447	\$80,470
19							\$71,815	\$75,595	\$74,095	\$77,995	\$76,447	\$80,470	\$78,873	\$83,024
20							\$74,095	\$77,995	\$76,447	\$80,470	\$78,873	\$83,024	\$81,379	\$85,662
21							\$76,447	\$80,470	\$78,873	\$83,024	\$81,379	\$85,662	\$83,962	\$88,381

Schedule: 3.70%
 Off Schedule 3.70%
 TRS: BOE to pay 5% of member contribution
 Longevity: No additional longevity beyond that paid in 2015-16
 Step 0 +2%

APPENDIX A-3
SALARY SCHEDULE 2021-2022



Homer CCSD 33C - Certified Salary Schedule
School Year 2021-2022

STEP	BA-0		BA-10		BA-20		BA-45/MA-0		MA-15		MA-30		MA-45/2+MA	
	BASE	TRS BASE CRED EARN	BASE	TRS BASE CRED EARN	BASE	TRS BASE CRED EARN	BASE	TRS BASE CRED EARN	BASE	TRS BASE CRED EARN	BASE	TRS BASE CRED EARN	BASE	TRS BASE CRED EARN
0	\$40,107	\$42,218	\$41,381	\$43,559	\$42,696	\$44,943	\$44,052	\$46,370	\$45,450	\$47,842	\$46,893	\$49,361	\$48,383	\$50,929
1	\$40,787	\$42,944	\$42,093	\$44,308	\$43,430	\$45,716	\$44,809	\$47,168	\$46,232	\$48,665	\$47,700	\$50,210	\$49,215	\$51,805
2	\$41,477	\$43,660	\$42,794	\$45,047	\$44,154	\$46,478	\$45,556	\$47,954	\$47,002	\$49,476	\$48,495	\$51,047	\$50,035	\$52,668
3	\$42,168	\$44,388	\$43,507	\$45,797	\$44,890	\$47,252	\$46,316	\$48,753	\$47,786	\$50,301	\$49,303	\$51,898	\$50,869	\$53,546
4	\$42,669	\$44,915	\$44,025	\$46,342	\$45,423	\$47,814	\$46,865	\$49,332	\$48,353	\$50,898	\$49,888	\$52,514	\$51,473	\$54,182
5	\$43,176	\$45,448	\$44,548	\$46,893	\$45,963	\$48,382	\$47,423	\$49,919	\$48,928	\$51,503	\$50,482	\$53,138	\$52,084	\$54,826
6	\$43,690	\$45,989	\$45,078	\$47,450	\$46,509	\$48,957	\$47,986	\$50,512	\$49,509	\$52,115	\$51,080	\$53,769	\$52,703	\$55,477
7	\$45,078	\$47,450	\$46,509	\$48,957	\$47,986	\$50,512	\$49,509	\$52,115	\$51,080	\$53,769	\$52,703	\$55,477	\$54,376	\$57,238
8	\$46,509	\$48,957	\$47,986	\$50,512	\$49,509	\$52,115	\$51,080	\$53,769	\$52,703	\$55,477	\$54,376	\$57,238	\$56,102	\$59,055
9	\$47,986	\$50,512	\$49,509	\$52,115	\$51,080	\$53,769	\$52,703	\$55,477	\$54,376	\$57,238	\$56,102	\$59,055	\$57,883	\$60,930
10	\$49,509	\$52,115	\$51,080	\$53,769	\$52,703	\$55,477	\$54,376	\$57,238	\$56,102	\$59,055	\$57,883	\$60,930	\$59,721	\$62,864
11	\$51,080	\$53,769	\$52,703	\$55,477	\$54,376	\$57,238	\$56,102	\$59,055	\$57,883	\$60,930	\$59,721	\$62,864	\$61,617	\$64,860
12	\$52,703	\$55,477	\$54,376	\$57,238	\$56,102	\$59,055	\$57,883	\$60,930	\$59,721	\$62,864	\$61,617	\$64,860	\$63,574	\$66,920
13			\$56,102	\$59,055	\$57,883	\$60,930	\$59,721	\$62,864	\$61,617	\$64,860	\$63,574	\$66,920	\$65,592	\$69,044
14			\$57,883	\$60,930	\$59,721	\$62,864	\$61,617	\$64,860	\$63,574	\$66,920	\$65,592	\$69,044	\$67,675	\$71,237
15					\$61,617	\$64,860	\$63,574	\$66,920	\$65,592	\$69,044	\$67,675	\$71,237	\$69,824	\$73,499
16							\$65,592	\$69,044	\$67,675	\$71,237	\$69,824	\$73,499	\$72,042	\$75,833
17							\$67,675	\$71,237	\$69,824	\$73,499	\$72,042	\$75,833	\$74,329	\$78,241
18							\$69,824	\$73,499	\$72,042	\$75,833	\$74,329	\$78,241	\$76,688	\$80,725
19							\$72,042	\$75,833	\$74,329	\$78,241	\$76,688	\$80,725	\$79,123	\$83,287
20							\$74,329	\$78,241	\$76,688	\$80,725	\$79,123	\$83,287	\$81,633	\$85,930
21							\$76,688	\$80,725	\$79,123	\$83,287	\$81,633	\$85,930	\$84,227	\$88,660

Schedule: 3.50%
 Off Schedule: 3.50%
 TRS: BOE to pay 5% of member contribution
 Longevity: No additional longevity beyond that paid in 2015-16
 Step 0: +1.75%

APPENDIX A-4
SALARY SCHEDULE 2022-2023



Homer CCSD 33C - Certified Salary Schedule
School Year 2022-2023

STEP	BA-0		BA-10		BA-20		BA-45/MA-0		MA-15		MA-30		MA-45/2xMA	
	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM
0	\$40,809	\$42,957	\$42,105	\$44,321	\$43,443	\$45,729	\$44,823	\$47,182	\$46,246	\$48,680	\$47,714	\$50,225	\$49,229	\$51,820
1	\$41,511	\$43,696	\$42,829	\$45,083	\$44,190	\$46,516	\$45,594	\$47,993	\$47,041	\$49,517	\$48,534	\$51,089	\$50,076	\$52,712
2	\$42,225	\$44,448	\$43,566	\$45,859	\$44,950	\$47,316	\$46,378	\$48,819	\$47,850	\$50,368	\$49,369	\$51,968	\$50,937	\$53,618
3	\$42,929	\$45,188	\$44,292	\$46,623	\$45,699	\$48,105	\$47,151	\$49,632	\$48,648	\$51,208	\$50,192	\$52,834	\$51,786	\$54,512
4	\$43,644	\$45,941	\$45,030	\$47,400	\$46,461	\$48,906	\$47,937	\$50,460	\$49,458	\$52,061	\$51,028	\$53,714	\$52,649	\$55,420
5	\$44,163	\$46,487	\$45,566	\$47,964	\$47,013	\$49,487	\$48,506	\$51,059	\$50,046	\$52,680	\$51,634	\$54,352	\$53,275	\$56,079
6	\$44,687	\$47,039	\$46,107	\$48,534	\$47,571	\$50,075	\$49,083	\$51,666	\$50,640	\$53,306	\$52,248	\$54,998	\$53,907	\$56,744
7	\$45,219	\$47,599	\$46,656	\$49,111	\$48,137	\$50,671	\$49,666	\$52,280	\$51,242	\$53,939	\$52,868	\$55,651	\$54,548	\$57,419
8	\$46,656	\$49,111	\$48,137	\$50,671	\$49,666	\$52,280	\$51,242	\$53,939	\$52,868	\$55,651	\$54,548	\$57,419	\$56,279	\$59,241
9	\$48,137	\$50,671	\$49,666	\$52,280	\$51,242	\$53,939	\$52,868	\$55,651	\$54,548	\$57,419	\$56,279	\$59,241	\$58,066	\$61,122
10	\$49,666	\$52,280	\$51,242	\$53,939	\$52,868	\$55,651	\$54,548	\$57,419	\$56,279	\$59,241	\$58,066	\$61,122	\$59,909	\$63,062
11	\$51,242	\$53,939	\$52,868	\$55,651	\$54,548	\$57,419	\$56,279	\$59,241	\$58,066	\$61,122	\$59,909	\$63,062	\$61,811	\$65,064
12	\$52,868	\$55,651	\$54,548	\$57,419	\$56,279	\$59,241	\$58,066	\$61,122	\$59,909	\$63,062	\$61,811	\$65,064	\$63,774	\$67,130
13			\$56,279	\$59,241	\$58,066	\$61,122	\$59,909	\$63,062	\$61,811	\$65,064	\$63,774	\$67,130	\$65,799	\$69,262
14			\$58,066	\$61,122	\$59,909	\$63,062	\$61,811	\$65,064	\$63,774	\$67,130	\$65,799	\$69,262	\$67,887	\$71,460
15					\$61,811	\$65,064	\$63,774	\$67,130	\$65,799	\$69,262	\$67,887	\$71,460	\$70,044	\$73,730
16							\$65,799	\$69,262	\$67,887	\$71,460	\$70,044	\$73,730	\$72,268	\$76,072
17							\$67,887	\$71,460	\$70,044	\$73,730	\$72,268	\$76,072	\$74,563	\$78,487
18							\$70,044	\$73,730	\$72,268	\$76,072	\$74,563	\$78,487	\$76,930	\$80,979
19							\$72,268	\$76,072	\$74,563	\$78,487	\$76,930	\$80,979	\$79,372	\$83,550
20							\$74,563	\$78,487	\$76,930	\$80,979	\$79,372	\$83,550	\$81,892	\$86,202
21							\$76,930	\$80,979	\$79,372	\$83,550	\$81,892	\$86,202	\$84,491	\$88,938

Schedule: 3.50%
 Off Schedule: 3.50%
 TRS: BOE to pay 5% of member contribution
 Longevity: No additional longevity beyond that paid in 2015-16
 Step 0: +1.75%

APPENDIX A-5
SALARY SCHEDULE 2023-2024



Homer CCSD 33C - Certified Salary Schedule
School Year 2023-2024

STEP	BA-0		BA-10		BA-20		BA-45/MA-0		MA-15		MA-30		MA-45/2xMA	
	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM	BASE	TRS BASE CRED ERM
0	\$41,421	\$43,602	\$42,737	\$44,986	\$44,095	\$46,415	\$45,495	\$47,890	\$46,939	\$49,410	\$48,429	\$50,978	\$49,968	\$52,598
1	\$41,911	\$44,117	\$43,242	\$45,518	\$44,615	\$46,964	\$46,035	\$48,456	\$47,494	\$49,994	\$49,002	\$51,581	\$50,558	\$53,219
2	\$42,632	\$44,876	\$43,986	\$46,301	\$45,383	\$47,772	\$46,825	\$49,289	\$48,311	\$50,854	\$49,845	\$52,468	\$51,428	\$54,135
3	\$43,365	\$45,648	\$44,742	\$47,097	\$46,164	\$48,593	\$47,630	\$50,137	\$49,142	\$51,728	\$50,702	\$53,371	\$52,313	\$55,066
4	\$44,088	\$46,408	\$45,488	\$47,882	\$46,933	\$49,403	\$48,424	\$50,972	\$49,961	\$52,591	\$51,547	\$54,260	\$53,184	\$55,984
5	\$44,823	\$47,182	\$46,246	\$48,680	\$47,715	\$50,227	\$49,231	\$51,822	\$50,794	\$53,467	\$52,406	\$55,164	\$54,071	\$56,917
6	\$45,355	\$47,742	\$46,796	\$49,259	\$48,282	\$50,823	\$49,815	\$52,437	\$51,397	\$54,102	\$53,029	\$55,820	\$54,713	\$57,595
7	\$45,893	\$48,309	\$47,352	\$49,844	\$48,856	\$51,427	\$50,408	\$53,061	\$52,008	\$54,745	\$53,659	\$56,483	\$55,363	\$58,277
8	\$46,440	\$48,884	\$47,915	\$50,437	\$49,437	\$52,039	\$51,007	\$53,691	\$52,625	\$55,395	\$54,296	\$57,153	\$56,021	\$58,969
9	\$47,915	\$50,437	\$49,437	\$52,039	\$51,007	\$53,691	\$52,625	\$55,395	\$54,296	\$57,153	\$56,021	\$58,969	\$57,799	\$60,841
10	\$49,437	\$52,039	\$51,007	\$53,691	\$52,625	\$55,395	\$54,296	\$57,153	\$56,021	\$58,969	\$57,799	\$60,841	\$59,634	\$62,772
11	\$51,007	\$53,691	\$52,625	\$55,395	\$54,296	\$57,153	\$56,021	\$58,969	\$57,799	\$60,841	\$59,634	\$62,772	\$61,526	\$64,765
12	\$52,625	\$55,395	\$54,296	\$57,153	\$56,021	\$58,969	\$57,799	\$60,841	\$59,634	\$62,772	\$61,526	\$64,765	\$63,480	\$66,821
13			\$56,021	\$58,969	\$57,799	\$60,841	\$59,634	\$62,772	\$61,526	\$64,765	\$63,480	\$66,821	\$65,496	\$68,943
14			\$57,799	\$60,841	\$58,969	\$62,772	\$61,526	\$64,765	\$63,480	\$66,821	\$65,496	\$68,943	\$67,575	\$71,132
15					\$61,526	\$64,765	\$63,480	\$66,821	\$65,496	\$68,943	\$67,575	\$71,132	\$69,720	\$73,390
16							\$65,496	\$68,943	\$67,575	\$71,132	\$69,720	\$73,390	\$71,935	\$75,721
17							\$67,575	\$71,132	\$69,720	\$73,390	\$71,935	\$75,721	\$74,220	\$78,126
18							\$69,720	\$73,390	\$71,935	\$75,721	\$74,220	\$78,126	\$76,576	\$80,607
19							\$71,935	\$75,721	\$74,220	\$78,126	\$76,576	\$80,607	\$79,007	\$83,166
20							\$74,220	\$78,126	\$76,576	\$80,607	\$79,007	\$83,166	\$81,516	\$85,806
21							\$76,576	\$80,607	\$79,007	\$83,166	\$81,516	\$85,806	\$84,103	\$88,529

Schedule: 2.70%
 Off Schedule: 2.70%
 TRS: BOE to pay 5% of member contribution
 Longevity: No additional longevity beyond that paid in 2015-16
 Step 0: +1.5%

APPENDIX B-1 EXTRA DUTY JOB CLASSIFICATIONS

Extra Duty Job Classifications - Club Pay Contract Years - 2019-2024

Category	Position	Grades	Anticipated # of	Longevity Value								
				0-2 years	3-5 years	6-8 years	9-11 years	12 + years				
*Only Level E and below has been frozen												
* B-D-Percentage increase to align with the first year of the 2019-2020 teacher increase												
B	Choral Director	5,6,7,8	1	3,396	4,014	4,632	5,248	5,572				
	Band Director	5,6,7,8	2	3,396	4,014	4,632	5,248	5,572				
C	Jazz Band	7,8	1	2,779	3,396	4,014	4,632	4,986				
	Natural Helpers	7,8	2	2,779	3,396	4,014	4,632	4,986				
	Show Choir	7,8	1	2,779	3,396	4,014	4,632	4,986				
	Yearbook HJH	7,8	2	2,779	3,396	4,014	4,632	4,986				
	Yearbook HMS	6	1	2,779	3,396	4,014	4,632	4,986				
	Mustang Band	6	1	2,779	3,396	4,014	4,632	4,986				
D	Percussion Ensemble	7,8	1	2,162	2,779	3,396	4,014	4,401				
E 16 Mtgs.	Art Club	6	1									
	Computer Club	6	1									
	Computer Club	5	1									
	Drama Club	5,6	1									
	Fitness Club	7,8	1									
	Industrial Arts Club	6	1									
	Mustang Buddies	7,8	2									
	Mustang Buddies	5,6	1									
	Science Club	7,8	1									
	Student Council	5,6	1									
F 8 Mtgs	Club Butler	Elementary	1									
	Club GG	Elementary	1									
	Craft Club	7,8	1									
	Honor Society	6	2									
	Outdoor Adventure Club	7,8	1									
	Math Club	6	1									
<p>New Clubs must be approved by your building's Administrations and SLT. This will be done via the Sponsor Commitment Letter and a calendar of meeting dates</p> <p>All clubs must maintain an average of seven members throughout the year.</p> <p>All club sponsors must take attendance every meeting, and turn in a calendar of meeting dates</p> <p>Longevity of 15+ years = 12+ spend amount + \$100</p> <p>If position requires more than one sponsor, each sponsor gets the allotted salary based on the number of years working with that club.</p> <p>If a club doesn't meet member requirements, sponsor has ONE additional year to increase enrollment before the club is dissolved.*</p>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Clubs (7+ members)</td> </tr> <tr> <td>Hourly rate</td> <td style="text-align: center;">\$45</td> </tr> </table> <p>**Add 50% of student contact time for planning time</p>									Clubs (7+ members)		Hourly rate	\$45
Clubs (7+ members)												
Hourly rate	\$45											

**APPENDIX B-1
EXTRA DUTY JOB CLASSIFICATIONS**

Athletic Extra Duty Schedule - FY20 through FY24

Category	Position	Grades	# of	LONGEVITY				
				0-2	3-5	6-8	9-11	12+
A	Athletic Director		1	\$ 3,706	\$ 4,322	\$ 4,941	\$ 5,558	\$ 5,866
B	Cheerleading-Games+Competitions	7,8	2	\$ 3,396	\$ 4,014	\$ 4,632	\$ 5,248	\$ 5,572
	Wrestling	5,6,7,8	4	\$ 3,396	\$ 4,014	\$ 4,632	\$ 5,248	\$ 5,572
C	Basketball	6,7,8 B/G	6	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,632	\$ 4,986
	Cheerleading-Games Only	7,8	2	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,632	\$ 4,986
	Cross Country	5,6,7,8 B/G	3	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,632	\$ 4,986
	Scholastic Bowi	5,6,7,8	2	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,632	\$ 4,986
	Track	7,8 B/G	5	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,632	\$ 4,986
	Volleyball	6,7,8 G	3	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,632	\$ 4,986
D	Baseball	7,8	2	\$ 2,162	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,401
	Bowling	5,6,7,8	2	\$ 2,162	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,401
	Softball	7,8 G	2	\$ 2,162	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,401
	Speech Squad	5,6,7,8	2	\$ 2,162	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,401
	Volleyball	6,7,8 B	2	\$ 2,162	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,401
	Golf	5,6,7,8 B/G	2	\$ 2,162	\$ 2,779	\$ 3,396	\$ 4,014	\$ 4,401
E	Special Olympics Coach			\$ 595	\$ 595	\$ 595	\$ 595	\$ 595

Year 15+ = "12+ Stipend" Amt + \$100

Cheerleading in B or C, not both

APPENDIX B-2
EXTRA DUTY JOB CLASSIFICATIONS

Homer CCSD 33C - Extra Duty - 2019-2024		
Position	Rate	Notes
Internal Sub	\$30	Per 28-60 minutes
Teaching Extra Duty Pay	\$45	Per Hour; ASTP, ASAP, Constitution Study Group
Detention Supervisor	\$31.84	Per Detention Session (a.m., p.m., lunch);
Saturday Detention Supervisor	\$95.52	Per Session (7:45 a.m. - 11:00 a.m.)
Event Supervision	\$20	Athletic Event, per hour
Supervision/Clerical/Bus	\$15	Per Hour; Locker Room, extended school day trips, etc.
Ticket Taker	\$15	Per Hour
Time Keeper/Score Keeper	\$15	Per Hour
DLT	\$800	Stipend
DLT Co-Chairs	\$1,430	Stipend
SLT	\$1,200	Stipend
District Initiative Facilitator	\$1,500	Stipend
Head Mentor	\$1,050	Stipend
Mentoring - Year 1	\$945	Stipend
Mentoring - Year 2	\$630	Stipend
Homebound Tutoring	\$35	Per Hour
Translating	\$35	Per Hour
Curriculum Work	\$35	Per Hour
K.d.g./New Student Screening	\$35	Per Hour
Overnight (10:00 p.m. - 7:30 a.m.)	\$150	Per Trip
Non-School Day Trips	\$150	Per Trip (Over 3 hours)
Non-School Day Trips	\$75	Per Trip
Head Nurse	\$1,953	Stipend
Club Supervisor Substitute	\$45	Per Meeting
Summer Band	Contract	
Natural Helpers Retreat	\$500	Per Retreat (includes sponsor & non-sponsor)
Explorer Presenter	\$95	Per Day
Explorer Supervision	\$30	Per Hour

APPENDIX B-3
SUMMER CAMP/CLINIC CONTRACT DETAILS

District Summer Camps

Summer Camps (athletic or other) are held at the discretion, direction, and control of the Homer 33C Board of Education, and intended to provide positive, supportive and enriching experience for all attendees. The Athletic Director shall ensure that camps operate in a safe, and inclusive matter, and adhere to all district policies, procedures, and codes of conduct.

General Summer Camp Operation

Specific camps, dates, times, and camp durations are determined by the Athletic Director but are generally limited to Summer non-student attendance days.

Summer camps require a minimum of 7 participants to run; however, the Athletic Director may, at his/her discretion, run a camp that does not meet the enrollment requirement one time. Such a camp will be paid on the schedule as if it had 7 participants. Additional exceptions must be authorized by the Board.

All Summer Camp attendees are required to register and pay all balances in full prior to attending camp. Camp sponsors must verify that payment and registration requirements are met before allowing attendees to participate in camp. The business office is available to assist parents or staff members needing help or with questions regarding payments or registration.

Camp sponsors shall maintain a daily attendance log of all participants, sponsors/coaches, helpers and volunteers, and submit these logs to the business office in a timely manner upon the conclusion of the camp.

In order to ensure timely reporting, all summer camp expenses must be submitted to the District no later than the 30th of September immediately following the last day of the camp; the District will not reimburse late submissions.

Summer Camp Compensation

Summer camp sponsors (coaches)

Summer Camp Sponsors/Coaches shall be paid according to the following schedule.

Number of Participants	Hourly Rate
7-10	\$45
11-15	\$50
16-20	\$55
21+	\$60

Interpreting the Rubric with Multiple Sponsors (Coaches)

Participants / 7 = maximum sponsors for camp (not rounded - only look at integer)

This basically authorizes an adult for each group of 7 students.

- ex: a. 12 participants / 7 = 1.714; so 1 maximum sponsor
b. 21 participants / 7 = 3; so 3 maximum sponsors

Avg. Participants/Number of Sponsors = Hourly rate per sponsor (rounded to the nearest integer) ex: a. 12 avg. participants / 1 sponsors = 12; so 11-15 row in grid, or \$50.00/hr.

b. 21 avg. participants / 3 sponsors = 7; so 7-10 row in grid, or \$45.00/hr. -- if this camp only chooses to have 2 sponsors then,

b1. 21 avg. participants / 2 sponsors = 10.5 - rounded to 11; so 11-15 row in grid, or \$50.00/hr.

If the number of sponsors are exceeded

ex: Planned for 11 participants, but only 10 registered and participated

11 participants / 7 = 1.57; so 1 maximum sponsor should have been present; 2 sponsors were actually present

Determine average of sponsor pay using grid and curriculum rate

Sponsor 1 = 11-15 on grid, or \$50/hr.; Sponsor 2 = curriculum rate, or \$35/hr. - Total: \$85/hr. / 2 = \$42.50/hr. each sponsor.

Sponsors are paid for a minimum of 4 hours on each day a club meets for clubs that meet up to 3 hours a day. Sponsors whose clubs are scheduled for more than 3 hours of student contact time will be paid for additional hours for each hour over 3 of scheduled contact time.

Summer camp assistants

Assistants 16 years of age and older will be paid at the minimum wage in effect at the time of the camp.

District Summer Camp Reporting Requirements

The District will annually provide to the Athletic Director an income statement detailing, at the account level the revenues, expenses, and net income for each summer athletic camp for the calendar year.

Athletic Director Summer Camp Reporting Requirements

The Athletic Director (AD) shall annually prepare a report to the Board detailing the previous summer's Summer Camp activities, and an aggregate accounting of the revenues and expenditures, enrollments, and projections for the next year. The AD shall also propose a Summer Camp fee schedule for upcoming camps to the Board for discussion and approval.

Summer Camp Budget Implications

It is the District's responsibility to provide resources for athletic department curricular activities. To that end, the Athletic Director shall prepare a request for the athletic department budget annually, ensuring that the current and long-term needs of the department have been properly considered and represented, and the District will put forth a good faith effort to meet these requests. However, if budget reductions are required during the budgeting process and the District is unable to fully fund the athletic department budget as requested, the District guarantees to budget no less than the total net-income realized from all of the athletic camps held the previous calendar year.

The Athletic Director shall prepare a Summer Camp budget, including projected revenues and expenditures, for inclusion in the annual District Budget as part of the annual budgeting process.

Athletic Clinics

Athletic Clinics are allowed one sponsor per clinic and require prior approval from the Athletic Director. The clinic sponsor will be paid for the time he or she spends working with students at the hourly curriculum rate in effect for the fiscal year during which the clinic takes place.

Volleyball, basketball, and cross country will be paid at the previous Athletic Clinic rate for grandfathered staff members.

APPENDIX C

SABBATICAL LEAVE

Every school board may grant a sabbatical leave of absence to a teacher, principal or superintendent performing contractual continued service, for a period of at least four (4) school months but not in excess of one (1) school term, for resident study, research, travel or other purposes designed to improve the school system. The grant of a sabbatical leave by a school board shall constitute a finding that the leave is deemed to benefit the school system by improving the quality and level of experience of the teaching force.

This leave may be granted after completion of at least six (6) years of satisfactory service as a full-time teacher, principal or superintendent and may again be granted after completion of a subsequent period of six (6) years of such service. A leave granted for a period of one (1) school year or less shall bar a further sabbatical leave until completion of six (6) years additional satisfactory service. The leave shall be conditional upon a plan for resident, study, research, travel or other activities proposed by the applicant and deemed by the Board to benefit the school system, which plan shall be approved by the Board and not thereafter modified without the approval of the Board.

Before a leave is granted pursuant to this Section, the applicant shall agree in writing that if at the expiration of such leave he/she does not return to and perform contractual continued service in the District for at least one (1) school year after his/her return, all sums of money received from the Board during his/her sabbatical leave will be refunded to the Board unless such return and performance is prevented by illness or incapacity.

During absence pursuant to such leave, such teacher, principal or superintendent shall receive the same basic salary as if in actual service, except that there may be deducted therefrom an amount equivalent to the amount payable for substitute service. However, such salary after deduction for substitute service shall in no case be less than the minimum provided by Section 24-8 of this Act or $\frac{1}{2}$ of the basic salary, whichever is greater. The person on leave shall not engage in any activity for which salary or compensation is paid unless the activity is directly related to the purpose for which the leave is granted and is approved by the Board. A sabbatical leave may be granted to enable the applicant, if otherwise eligible, to accept scholarships for study or research. Unless justified by illness or incapacity, failure of any person granted a leave under this Section to devote the entire period to the purpose for which the leave was granted shall constitute a cause for removal from teaching service.

Upon expiration of a leave granted pursuant to this Section, and upon presentation of evidence satisfactory to the Board showing compliance with the conditions of the leave, the teacher, principal or superintendent shall be returned to the position equivalent to that formerly occupied. The contractual continued service status of the person on sabbatical leave shall not be affected.

Absence during a leave granted pursuant to this Section shall not be construed as a discontinuance of service for any purpose, including progression on the salary schedule if one is in effect in the District. The Board shall pay the contribution to the Teachers' Retirement System required of that person on leave computed on the annual full-time salary rate under which the member last received earning immediately prior to the leave or a proportionate part of such rate for a partial year of sabbatical leave credit.

This Section in no way limits the power of the Board to grant leaves for other purposes. As amended by act approved September 7, 1967, L.1967, p. 4060.

APPENDIX D

HOMER COMMUNITY CONSOLIDATED SCHOOL DISTRICT 33-C GRIEVANCE FORM

Instructions: This form shall be completed before proceeding to Step Two and all subsequent steps outlined in the Grievance Procedure. It shall be filed within the time required and with the person or persons designated to receive the filing thereof as stated in the Agreement.

Copies of this Form shall be given to each person attending Step Two, Three, and Four of the Grievance Procedure.

1. Name of employee filing the grievance _____
2. State the Step of the Grievance Procedure at which this form is filed. (Step Two, Three, Four, or Five) _____
3. State the date of filing of this form and the name of the member of the Administration or Agent of the Board (authorized to receive form on behalf of the Board) with whom this form is filed _____
4. State all of the specific provisions and Articles of the Contract that are alleged to have been violated _____
5. State the date of the occurrence of the event giving rise to the grievance _____
6. Against whom is the grievance being filed? State his/her position _____
7. State the date or all dates (if several) on which you informally discussed the facts or issues involved in the grievance with the person named in Paragraph 6 before first reducing the grievance to writing on this form _____
8. State the names of all persons who were present at the informal discussions on the dates referred to in paragraph 7 _____
9. Describe the grievance in detail, as fully as possible, alleging all known relevant facts in the space provided below or in a letter attached to this form.

APPENDIX E

Retirement Award Agreement

This Agreement is entered into on this _____ day of _____ 20__, by and between Homer Community Consolidated School District 33-C (hereinafter "Employer" or "District") and ([insert teacher's name]) (hereinafter "Teacher") to establish the rights of Teacher to a retirement award program from the Employer. It is expressly understood that this Agreement confirms the rights given to Teacher under the 2008-2011 collective bargaining agreement between the Homer District 33-C Council of the American Federation of Teachers, Local 604, and the Employer.

1. The Teacher shall receive a retirement award payment upon submission of his/her irrevocable notice of intention to retire. Payment of the award is to be made pursuant to the terms of the Employer's collective bargaining agreement with the Homer District 33C Council.
2. The Teacher's retirement award will consist of: ([detail the amount of benefits and how the benefits will be paid, i.e., spread out over pre-retirement period subject to the 6% creditable earnings limitation].)
3. The Teacher must be eligible to retire under the Illinois Teachers Retirement System (TRS) rules and regulations and receive an immediate retirement benefit. No teacher may participate in this program unless they have sufficient service credit and/or age credit with TRS to exempt the District from the payment of any contribution, penalty or other additional amount to TRS. Teachers participating in the State Early Retirement Option (ERO) are not eligible for this contractual incentive. Additionally, Teacher may not participate in this program if the District would or is determined to owe, in connection with Teacher, any payment or penalty to TRS under any other law, regulation or applicable rule
4. If Teacher does not comply with or satisfy the terms and conditions of the retirement award as set forth in the parties collective bargaining agreement, including but not limited to completion of his/her remaining years of service following notice of retirement, Teacher shall reimburse the District for any increased salary benefit granted under this provision, including tax and pension withholdings, unless the Teacher retires early and the District does not incur and/or is not liable for a penalty or other contribution to TRS as a result of said Teacher's retirement. Upon complete reimbursement, Teacher shall be entitled to any general wage increase which would have been applicable to Teacher during the time period at issue
5. All payments made under the Teacher's retirement award will be made and paid following all applicable Federal and Illinois statutes, laws and regulations.
6. Teacher shall not borrow against or assign the right to receive payments under this contract.
7. The law of Illinois will apply to any disputes that arise under this contract.

For the Employer

Teacher

Date

Date