

**CUMULATIVE NEGOTIATIONS AGREEMENT**

**BETWEEN**

**THE BOARD OF EDUCATION OF NIPPERSINK SCHOOL DISTRICT 2**

**AND**

**THE RICHMOND/SPRING GROVE**

**EDUCATION ASSOCIATION**

**JULY 1, 2007- JUNE 30, 2010**

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## **ARTICLE I: RECOGNITION**

### **A. Recognition of Bargaining Unit**

1. The Board of Education of Nippersink, District 2, hereinafter referred to as the “Board”, recognizes the Richmond/Spring Grove Education Association, an affiliate of the Illinois Education Association, hereinafter referred to as the “Association”, as the sole and exclusive negotiating agent for all full-time and/or part-time certified teaching personnel, secretaries, aides, library aides, library clerks, custodians, maintenance and food service employees, employed by the Board. Excluded are supervisory, substitute teachers, recess supervisors, Executive Assistant-Office of the Superintendent, Payroll Administrators, Business Manager Trainee, bookkeeper, managerial and confidential employees.
2. It is understood that all negotiations are to be conducted with designated representatives of the Board and with designated representatives of the Association, hereinafter referred to as the “Negotiation Committee”. It is understood that the Board and the Administration retain their right to discuss with individual employees and/or groups of employees matters relating to the educational programs which are beyond the scope of salaries or terms and conditions of employment covered by this Agreement.
3. Neither the Association, nor its members, nor any person acting in behalf of the Association or its members shall engage in, or encourage, or support any strike, slowdown or other concerted refusal to render full and complete services to the

school district, nor picket nor disrupt the operation of the school or administration offices of the Board for the term of this Agreement.

**B. Responsibilities, Limitations and Rights**

1. There is reserved exclusively to the Board of Education and thereby to the District, all responsibilities, powers, rights, and authority expressly or inherently vested in it by the laws and constitutions of the State of Illinois and the United States of America. Except where limited by the written provisions of this Agreement, the District retains the rights and responsibilities to direct the affairs of the District in all of its various aspects. Such rights and responsibilities shall include, but are not limited to, the determination of District policy, the management and administration of the District, the establishment, modification or elimination of courses of instruction, special programs, athletic, recreation and social events, as deemed necessary or advisable by the District, the direction, supervision and placement of the teacher staff, and the determination of placement of personnel in contractual continued service.
2. Teacher Responsibilities:
  - A. Teacher Planning is careful and definite.
    - i. Instructional objectives, immediate and long term, are clearly defined. There is evidence of following this plan.
    - ii. There is evidence of knowledge of the subject being taught.
    - iii. There is provision for individual differences.
    - iv. There is evidence of effective class and group work.

- v. Skill mastering should be evident.
  - vi. There is evidence of valid and reliable assessment devices.
- B. Classroom atmosphere encourages intellectual activities.
- i. Students are being taught self-direction and democratic principles.
  - ii. Furniture arrangement gives utility to the room.
  - iii. Visual aids, bulletin boards, maps, globes, student projects, are utilized both for direct instruction and aesthetic quality of the classroom.
  - iv. General room appearance reflects good housekeeping habits by both teacher and students.
  - v. The teacher should have his/her room prepared for the coming year at the start of the school year.
- C. The teacher shall:
- i. Be expected to be professional in his/her appearance, grooming, and manner, and to use common sense in selection of working attire.
  - ii. Maintain sound emotional adjustment and possess self-control.
  - iii. Demonstrate warmth, understanding, and concern for students, individually and as a group.
  - iv. Be punctual to work, with reports, and with assignments.

- v. Assume responsibility for maintaining good order in the classroom, and accept responsibility for good order in halls, playgrounds, and all parts of the building.
  - vi. Conduct himself/herself in a professional manner with other staff members, administration, students, parents, and community.
  - vii. Observe rules and policies of District #2.
  - viii. Demonstrate competency in areas of instructional and systems technology applications as part of their professional responsibilities. In support of this effort, the Board of Education will provide professional development including in-service training opportunities for teachers.
3. In accordance with Article II, the Board and the Association agree to meet at reasonable times and negotiate with respect to salary and other terms of employment for those covered by this agreement. More specifically, these matters shall include but are not limited to:
- a. Negotiations
  - b. Grievances
  - c. Association and teacher rights and responsibilities
  - d. Leaves
  - e. Employment conditions
  - f. Evaluations
  - g. Reductions in force

- h. Salaries
  - i. Extra duties
  - j. Employee compensations and fringe benefits
- 4. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives on the Negotiation Committee, the necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations, and to reach tentative agreement, which upon presentation to the board and the Association, respectively for ratification and approval, will have a reasonable chance of such ratification and approval.
- 5. No Association views or matters relating to Board-Association or Administration-Association relationships will be discussed by teachers while they are engaged in their assigned duties in the presence of students.

**C. Labor Management Committee**

The Association and the Board agree to form a Labor Management Committee. The Committee shall meet monthly or as otherwise mutually agreed upon, and shall be comprised of representatives from the Board, the Administration, and the Association. Discussion shall include, but shall not be limited to class size, late start, health insurance, and online coursework. Discussion will be limited to topics not part of an active grievance. The first meeting shall be scheduled within 60 days of contract ratification and shall establish a schedule for training to be provided by the Federal Mediation and Conciliation Service (“FMCS”).

**D. Fair Share**

1. Fair Share. Beginning with employees hired on or after March 19, 2008, each employee, as a condition of his/her employment, on or before sixty (60) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, will join the Association or pay a fair share fee to the Association which will be a proportionate amount of the dues required of members of the Association, including local, state, and national dues.
  - a. In the event that the employee does not pay his/her fair share fee directly to the Association, the Board will deduct the fair share fee from the wages of the non-member in the same manner as the deductions are made for members.
  - b. Such fee will be paid to the Association by the Board no later than ten (10) days following the deduction.
2. The purpose of this fair share fee is for deferring the cost of services rendered by the Association for collective bargaining and contract administration as the exclusive representative of all employees covered by this Agreement. These costs include, but are not limited to, the negotiation and administration of this Agreement.
3. The Association will, on a yearly basis, certify the amount of the fair share fee and submit a copy to the Board. The certification must be written and signed by the President of the Association. No employee will be required to pay the fee, nor will the Board be required to deduct the fee, until the certification document is

submitted. In addition, the Association will certify to the Board that “Notice of Fair Share” has been given in accordance with the Illinois Education Labor Relations Board (IELRB) rules and regulations. No payroll deductions of fair share fees will be made by the Board until at least fourteen (14) days after such certification.

4. The following restrictions which are mandated by law will be observed:
  - a. The fair share fee will not exceed the amount of dues normally charged to Association members;
  - b. The fair share fee will not include any costs or contributions related to elections, political purposes, or member-only benefits; and
  - c. The non-members who object to the fair share fee on bona fide religious grounds are excused from payment to the Association but must pay the amount of the fair share fee to a non-religious charitable organization mutually agreed upon by the non-members and the Association. If the non-member and the Association do not agree, the non-member will select a charity from the list developed by the IELRB.
5. In the event of any legal action against the Board, its members, officers, agents, and employees brought in a court or administrative agency because of compliance with this fair share provision, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. Except in actions filed with the Illinois Labor Relations Board, the Board will give immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires;
  - b. In any action, no matter where filed, the Board will give full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels; and
  - c. The Board shall have the right to designate its own counsel if such designation is necessary as a result of a conflict, perceived by the Board, between the Board and the Association. The Association will pay the reasonable fees and costs of the Board's counsel in the event of such a conflict.
6. The Association will indemnify, defend, 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 or loss including, but not limited to, damages, attorneys' fees, and costs that will arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this clause, or in any reliance on any list, notice, certification, affidavit, or assignment furnished under any such provision.

## **ARTICLE II: NEGOTIATIONS**

### **A. Negotiation Committee**

Each party to this agreement shall select its negotiating representatives according to its own internal provisions, provided there is Board representation on the Board team and a minimum of one Board member in attendance at any negotiating meeting. There shall be classroom teacher representation on the Association team and a minimum of one non-certified staff employee in attendance at any negotiating meeting. Both teams will have the power to make proposals and counterproposals in the course of negotiations.

### **B. Procedures**

1. It is the intention of the parties hereto, that negotiations shall start by April 15 of each negotiation's year unless otherwise mutually agreed upon by the Board and the Association.
2. Ground rules for negotiations will be established at the first meeting of the Negotiation Committee each negotiation's year for the duration of the Agreement.
3. When the Association and the Board reach tentative agreement on all matters being negotiated, those items will be reduced to writing and shall be submitted to the members of the Association for ratification and approval.
4. The Cumulative Negotiation Agreement shall be printed and distributed by the Board to each employee within thirty (30) days of final signature by both parties.
5. Any newly employed person covered by the terms of the Agreement shall be supplied with a copy of the Agreement at the time of his/her employment by the District Office.

### **C. Impasse**

1. An impasse shall be deemed to have occurred after both parties have considered the proposals and counterproposals of the other party in good faith and when, despite such diligent effort, no agreement can be reached on the subjects being negotiated. During the course of negotiation, the respective representatives shall make every effort in good faith to reach agreement of all issues before invoking the following procedures:
2. If agreement is not reached on all items prior to July 15, either party may declare to the other, in writing, that an impasse exists, and within fifteen (15) days thereafter, the procedures listed below shall be followed.
  - Negotiating teams will meet with their respective organizations.
  - Negotiating teams will meet again to see if an impasse can be avoided.
3. If the procedures in Step 1 and 2 do not resolve the impasse, the mediation process shall be invoked by utilizing the services of the Federal Mediation and Conciliation Service (“FMCS”). The parties shall immediately send a joint letter to the FMCS requesting its services, and its rules shall be followed in the selection of a mediator.
4. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such other steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and affect a mutually acceptable agreement, provided that the mediator shall not,

without the consent of both parties, make findings of fact or recommend terms of settlement.

5. The cost for a mediator shall be shared equally by the Board and the Association.
6. If the procedures outlined above do not resolve the impasse, the Board and the Association shall jointly notify the Illinois Educational Labor Relation Board and shall comply with the provisions of the Illinois Public Collective Bargaining Act and the Rules and Regulations of the Illinois Educational Labor Relations Board.

**D. No Reprisals Clause**

An employee who participates in negotiation procedures shall not be subjected to discipline or reprisal because of such participation.

**ARTICLE III: GRIEVANCE PROCEDURE**

**A. Definitions**

1. A “grievance” shall mean a complaint by an employee, a group of employees, or the Association, that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
2. All time limits consist of business days (as defined as a day when the District Office is open for business), unless otherwise provided herein, except that when a grievance is submitted fewer than ten (10) days before the close of the school term or during the summer, time limits shall consist of all week days.

## **B. Procedures for Adjustment of Grievances**

The parties hereto acknowledge that it is usually most desirable for a grievant and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, an Association representative may accompany the employee to assist in the informal resolution of the problem. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. Within twenty (20) days of the occurrence, or within twenty (20) days of when the grievant became aware or should have become aware of the occurrence that gave rise to the grievance, the grievant may present the grievance in writing through the Association representative to the immediately involved supervisor, who in no case shall be lower than the Principal level, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, a representative of the grievant's choosing, the Association representative, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided the supervisor's written response.
2. If the grievance is not resolved at step 1, then the grievant may refer the grievance to the Superintendent or his/her official designee within five (5) days after receipt of the step 1 answer. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it

deems necessary. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent's written response, including reasons for his/her decision. Said statement of reasons need not be exhaustive.

3. If the grievance is not settled in step 2 and the grievant desires to appeal, it shall be referred in writing by the grievant to the Board within ten (10) days after the answer in step 2. The Board shall, within thirty (30) calendar days after receipt of the appeal, discuss the grievance with the grievant. The Board shall give its written answer to the grievant and the Association within ten (10) days after the Board meeting, including reasons for its decision. Said reasons need not be exhaustive.
4. If the decision at step 3 is not satisfactory to the grievant and/or Association, the grievant and/or Association may submit in writing, within ten (10) days after receiving the Board's decision in step 3, a request to enter into final and binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within fifteen (15) days after said notice is given. If the two parties fail to reach agreement on the arbitrator within the said fifteen (15) day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the Voluntary Labor Arbitration Rules of said Association.
5. The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar

days after the receipt of final statements and proofs. The Arbitrator's decision will be in writing and will set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The Arbitrator will be without the power or authority to make any decision which requires the commission of an act contrary to law or which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement.

6. The fee for the arbitrator's services, his/her expenses, and the administration fee of the American Arbitration Association shall be borne equally by the parties.

### **C. General Provisions**

1. Bypass to Superintendent

If the grievant and the Superintendent agree, step 1 of this grievance procedure may be bypassed and the grievance brought directly to step 2 or 3 as the case may be.

2. No Reprisals Clause

No reprisals shall be taken by the Board, the administration or the Association against any employee or group of employees because of his/her or their participation in a grievance or refusal to participate in a grievance.

3. Released Time

Should the administration or the Board determine that the investigation or processing of any grievance requires that an employee or an Association representative be released from his/her assignment, he/she shall be released without loss of pay or benefits.

4. Grievance Withdrawal

A grievance may be withdrawn or compromised at any level without establishing precedent.

5. Association Participation

As the recognized bargaining agent for the faculty, the Association should actively participate in the resolution of grievances.

a. Teacher represented - The Board acknowledges the right of the grievant's representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if his/her representative is not present.

b. Employee not represented - When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any stage of the grievance procedure.

6. Time Limits

All time limits herein may be extended or constricted by mutual agreement of the parties.

7. Failure to Act

Failure of a grieving employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the Administration's or Board's failure to give a decision within the time limits shall permit the grievant to proceed to the next step.

8. Impact on Instruction

It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or Association shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the employees.

**ARTICLE IV: ASSOCIATION AND EMPLOYEE RIGHTS AND RESPONSIBILITIES**

**A. Right of Membership**

Employees shall have the right to join or not join the Association. The Board and the Association shall not discriminate against any employee for reason of membership or non-membership in the Association.

**B. Right of Representation**

When an employee is required to appear before the Board or Administration concerning any matter which could adversely affect the employee's employment or the employee's salary, the employee shall be entitled to have an Association representative present. Further, when any employee is required to appear before the Board, the employee shall be advised in writing, at least three (3) days before the scheduled meeting with the Board, of the reason for the requirement. This clause shall not apply to the conferences held between administrators and employee pursuant to the normal routine evaluation procedures of the District.

**C. Right to Review Personnel File**

The official file of all materials related to an employee shall exist at the District's Administrative Office. Each employee shall have the right to review the contents of said employee's personnel file, with the exception of pre-employment confidential materials, and to attach and place therein written reaction to the contents. The employee may review his/her file upon reasonable advance notice (two (2) working days), submitted to the Superintendent/designee during the regular hours established for the Central Office. The employee may not remove any material from said file, however, copies of materials shall be made for the employee if requested. An employee shall be informed in writing of material being placed in the employee's file which is derogatory to an employee's conduct or service. The employee shall acknowledge that he/she has seen such material by affixing his/her signature on the actual copy to be filed. The signature does not indicate agreement with content of the material. After a period of five years, the employee may request in writing a meeting with the Administration to discuss removing any disciplinary reports, letters of reprimand, or record of disciplinary action from his/her personnel file. The Administration will respond in writing to the employee, their decision and reason if such a request is denied. There shall be no right to grieve the decision of the Administration to deny removal, but the employee may reapply to remove items after one year. The employee may submit material for placement in the personnel file with approval of the Principal.

**D. Dues Deduction**

Upon the employee's request, the Board shall deduct from each employee's pay the current dues of the Association provided that the Board has had an employee executed authorization for continuing dues deduction, the amount of which shall be annually certified by the Association. The authorization form shall remain in effect from year to year, except that the employee may revoke it between September 1 and September 15 of any year. The District will remit to the Association all dues deducted to which they are entitled by the end of each month.

**E. Meetings, Notices, and General Information**

The Association shall have the right, upon approval of the Principal and/or Superintendent, to use the school building during the normal work week for meetings providing that such meetings do not interfere with the instructional and/or extracurricular programs and providing that such meetings take place before or after regular school hours. Any out-of-pocket expenses as a result of said meeting will be reimbursed to the District by the Association. The Association may use teacher school mailboxes and employee workroom bulletin boards for Association matters, and the Principal shall be given a copy of all open communication for his/her approval. If approved by the Principal, the Association shall be allowed reasonable use of school equipment. When asked, the Association will pay for all consumable materials used. No school equipment shall be moved from the premises or used for political purposes, or in association with any job action.

**F. Association Consultation**

The Association shall be given the opportunity to speak on an as needed basis with the building principal or district administration with respect to matters pertaining to employment conditions prior to Board action. These discussions are of an advisory nature only.

**G. Association Matter and Board Agenda**

The Board will recognize at regular Board meetings matters brought to its attention by the Association so long as these matters are made known in writing to the Superintendent five (5) working days prior to the meeting, and provided that such matters not constitute the bringing or processing of grievances or professional negotiations or collective bargaining proposals.

**H. Pertinent Information**

The Board will make available to the President of the Association, copies of the Board agenda and packets and treasurer's reports, except for those items to be discussed in closed session. The Board will make available to the Association, in response to written requests, public information including annual financial reports, audits, and adopted budgets.

**I. Association Business**

Should the Association send one representative to a local, state or national conference or other workshops or seminars pertinent to Association affairs, this representative shall be excused without loss of salary for a period not to exceed (3) days per school year, providing the Association shall reimburse the District for the cost of substitute teachers.

A written notification for leave shall be submitted to the Superintendent/designee by the President of the Association fifteen (15) days prior to the day of departure. All expenses are the responsibility of the Association. Arrangement for substitute teachers will be made in accordance with school procedures.

**J. Employee Discipline**

All employees have the right to expect equitable discipline given similar circumstances. The intention of any and all discipline is not punitive, but shall be to progressively correct behavior.

**ARTICLE V: LEAVES**

**A. Paid Leaves**

1. Flu Pandemic

The Board and Association agree to reopen contract for the purpose of approving language implementing task force recommendations regarding a potential flu pandemic.

2. Sick Leave for Teachers:

- a. Each teacher shall be entitled to fifteen (15) days of sick leave per school term. Sick leave shall be allowed to accumulate to three hundred and forty (340) days, including the current year's leave. Sick leave shall be interpreted to mean leave for personal illness, quarantine at home, or serious illness in the immediate family. The term "immediate family" shall be defined as in Section 24-6 of the *Illinois School Code* (i.e.,

parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians).

- b. At the beginning of each school year, each teacher shall be provided a written statement setting forth his/her accumulated sick leave credit.
- c. If a teacher does not use any sick days during a school year, he/she will receive a two hundred dollar (\$200) bonus payable by June 30 of the year in which he/she used no sick leave.
- d. All teachers will have the option of entering two (2) of their sick days if needed into a sick day bank. These banked days may then be used by any contributing teacher who has exhausted his/her accumulated sick days and continues to be severely ill. Severely ill shall be defined as unable to work as diagnosed by a physician. This option shall terminate when disability insurance takes over. Days withdrawn from the bank by a given teacher will be limited to a maximum of sixty (60) days per illness and the days so taken will not have to be replaced except as a regular contributing member of the bank. Records of the sick leave bank shall be kept by the District Office.
- e. A committee of Association members will determine whether donation of sick days is justifiable and will report to the Superintendent the number of days used by the sick bank, and for whom, by June 30<sup>th</sup> of each year.
- f. Donation to the sick day bank will not jeopardize the perfect attendance bonus.

- g. The Association and its members shall release the Board from any and all claims or forms of liability that shall result from compliance to this article, unless said claim or liability arises as a result of misconduct by the Board or its employees.

3. Sick Leave for Non-Certified Employees

- a. Each non-certified employee shall be entitled to annual sick leave as follows:

- 12-month full-time (30 hours or more) employee 15 days
- 12-month part-time employee 7.5 days
- 10-month full-time employee 12 days
- 10-month part-time employee 6 days
- 9-month full-time employee 10 days
- 9-month part-time employee 5 days

- b. Sick leave in the initial year of employment shall be prorated beginning one month after start of employment, in accordance with the portion of the year remaining until the end of the fiscal year (June 30).

- c. Sick leave shall include personal illness, quarantine at home, or serious illness in the immediate family. The term “immediate family” shall be defined as in Section 24-6 of the *Illinois School Code* (i.e., parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians).

- d. Sick leave and personal leave must be taken in ½ day increments. Unused sick leave shall accumulate up to a maximum of three hundred and forty (340) days.
  - e. At the beginning of each school year, the total number of sick days accumulated will be available for each employee's review.
4. Personal Leave for Employees
- a. Upon written notice to the superintendent/designee, teachers and all non-certified employees employed thirty (30) hours or more, shall be granted personal leave with pay, not to exceed two (2) days in any one school year for personal or business use. "Personal or business" use shall mean leave to take care of matters which cannot reasonably be scheduled outside work hours. Unused personal leave for such purposes shall not be cumulative but will be added to accumulated sick leave each year.
  - b. There will be no restrictions on the reasons of use of personal days.
  - c. An employee desiring a personal day shall notify the Superintendent/designee in writing at least 2 days in advance by submitting a Personal Day Request form. In the event of an emergency, written notice shall be submitted after the fact.
  - d. No more than two (2) days advance notice personal days per building shall be permitted to the faculty in any one day. They shall be distributed on a first- come, first-serve basis.

5. Jury/Witness Duty Leave for Employees

The Board shall pay the regular salary to employees required to serve as a jurist, or subpoenaed as a witness, provided the employee turns over any jury duty pay they receive to the district.

6. Professional Leave

All teachers, regardless of teaching level, may apply for, and be considered for, a professional leave to attend convention, workshops, conferences, work on developing units for curriculum or to observe colleagues. Individual teachers may make an application, which shall be in writing, on forms provided by the district for professional leave. Such application will include a full statement of educational benefits to be derived by the district and the teacher. Such application shall be submitted to the building principal who shall determine whether or not to grant the leave. The building principal shall respond to the application in writing and if the application is denied the teacher may appeal the denial to the Superintendent within five days of the denial. The Superintendent's written response shall be final.

7. Bereavement Leave

A maximum of three (3) work days of bereavement leave with pay and without loss of sick leave, will be allowed to meet an employee's responsibilities and obligations caused by a death.

## **B. Unpaid (Non-Disability) Leaves for Teachers**

### 1. Family Leave

#### a. Definition: as used in this section:

1. “Eligible teacher” means a teacher who has been employed by the District for one (1) full school year.
2. The term “academic term” means that portion of the school year, July 1 to the following June 30, when school is in actual session.
3. The term “equivalent position” shall mean any position for which an eligible teacher is certified and legally qualified to teach with compensation and benefits received by an eligible teacher prior to being granted a leave under this section.
4. Other terms shall be defined as in the Family and Medical Leave Act (P.L.K. 103-3) and rules and regulations as promulgated by the United States Department of Labor.

#### b. Duration: Eligible teachers shall be granted eighteen (18) work weeks of unpaid leave during any academic year or the remainder of the academic year for one or more of the following reasons:

1. The birth of a child and/or child care.
2. The adoption of a child or the placement of a foster child.
3. To care for a member of the immediate family as defined in Section 24-6 of the *Illinois School Code* (i.e., parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-

law, brothers-in-law, sisters-in-law, and legal guardians) who has a serious health condition.

4. A serious health condition that makes the employee unable to perform his/her job.

c. No teacher is required to take an unpaid leave, but instead may utilize available sick days. Teachers returning from a leave will be placed in an equivalent position.

d. Notification

In any case in which the necessity for leave under subparagraphs 1b(1) or 1b(2) is based upon an expected birth or placement, the eligible teacher shall provide the Superintendent at least sixty (60) day written notice before the date the leave is to begin, of the teacher's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practical, said teacher shall provide as early a notice as practical.

e. End of Academic Term: If an eligible teacher begins leave:

i. More than five weeks prior to the end of an academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least three (3) weeks and the return to employment would occur within three (3) weeks of the end of the academic term;

- ii. Five (5) weeks or fewer prior to the end of the academic term but not less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the academic term if the leave is of at least two (2) weeks and the return to employment would occur within two (2) weeks of the end of the academic term; and
- iii. Less than three (3) weeks prior to the end of the academic term, the Superintendent can require the leave to extend to the end of the term if it is greater than five (5) working days.

2. General Leave

Leaves of absence (non-disability) without pay may be granted to tenured employees who have rendered satisfactory service to the district and who desire to return to employment in a similar capacity at a time mutually consistent with the needs of the district as determined by the Board. Each approved leave of absence shall be of the shortest possible duration required to meet the purpose for the leave consistent with a reasonable continuity of instruction for students. Leaves of absence without pay for not more than one year may be granted to tenured teachers according to the following conditions:

- a. Application of general leave: Written requests for leaves of absence without pay should be made before the leave is desired and subject to Board approval. A teacher who wishes to take a general leave shall make the request to the Superintendent or designee, at least ninety (90) days

prior to the onset of the requested leave, but not less than thirty (30) days prior to the end of the school term if at all possible. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. "School term is defined as that portion of the school year when school is in session.

- b. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- c. The employee shall inform the superintendent of his/her intent to return to a similar position not later than February 15. If the employee fails to inform the superintendent prior to this date, the employee waives his/her right to future employment in the district. This failure to notify constitutes a resignation from employment with the district.
- d. Leaves of less than one month, if acceptable and approved by the Superintendent, will not require Board approval nor three months notice. A teacher on such leave shall be allowed to continue insurance coverage by paying the monthly premium in advance, subject to the requirements of the insurance carrier.
- e. Conditions of general leave:
  - 1. The granting of the general leave will be conditioned on the following:
    - a. The ability of the Superintendent or designee to maintain the continuity of instruction. The Superintendent or

designee shall consider pertinent time factors (e.g. grading periods) and the needs of the teacher, including medical-related factors.

b. The Superintendent or designee and the teacher agree on the date of commencement and termination of the leave. Every effort shall be made to have the leave begin and end prior to the start of a new school term.

2. Any accumulated sick leave available at the commencement of the leave shall be available to the teacher upon return to employment in the district.

3. 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 discretion.

4. Any teacher who will have been employed one-hundred twenty (120) or more days of the school term in which the leave takes place, shall be entitled to such advancement on the salary schedule as he/she would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary scale. Seniority shall not accrue during the period of a general leave.

5. An unpaid leave of absence may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, and provided the terms of such leave shall not be considered in completing full-time employment under Section 24-11 of the *School Code*, for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced his/her first probationary year. The granting of an unpaid leave of absence to any non-tenured teacher shall not constitute a precedent for granting or withholding of leave to any other non-tenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave provided nothing herein shall be construed as requiring non-tenured teacher to apply for such leave or to accept the conditions established therefore.
6. Anything in this policy to the contrary notwithstanding a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent unpaid leave of absence unless and until such teacher has returned to full-time service for at least two (2) complete school terms provided that 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.

7. A teacher granted a leave of absence shall agree as a condition precedent to waive any claim to unemployment compensation.

3. **Combination of Leaves**

A teacher may take sick leave followed by any unpaid leave of absence listed as long as the later leave is taken in accordance with the above.

## **ARTICLE VI: EMPLOYMENT CONDITIONS**

### **A. Work Year**

The school year will be 185 calendar days with five emergency days included therein. Emergency days that are not used will be taken off the calendar. If there is to be an increase of the calendar days, it will be limited to three additional days agreed upon by the Board and Association, and will be compensated at a rate of 1/180 of a teacher's salary per day.

### **B. Teacher Work Day**

The workday for teachers shall be seven (7) hours and thirty (30) minutes. During each workday the teachers shall be entitled to a duty-free lunch period equal to not less than thirty (30) uninterrupted minutes. Teachers assigned to elementary school buildings shall receive 150 minutes of planning time for each full five-day work week and every reasonable attempt will be made to schedule not less than thirty (30) minutes per full

workday. Teachers assigned to the middle school shall receive five periods of planning time for each full five-day work week. Regular hours will be 8:30 a.m. to 4:00 p.m. for the elementary building, and 7:35 a.m. to 3:05 p.m. for the middle school building. Adjustments can be made as long as the teacher meets the 7 hour, 30 minute work day. There shall be a maximum of four (4) after school meetings per month. These meetings will include staff and team meetings, but will exclude committee assignments.

**C. Assignment and Notification of Employee Duties and Responsibilities**

1. When it is necessary for an administrator to make any duty assignments outside the basic classroom function of instruction, as an extra assignment, it shall be first offered on a voluntary basis. If the administrator is unable to fill the assignment on a voluntary basis, he/she retains the right to assign said duties. These involuntary assignments will be rotated on a fair and equitable basis. Concerning field trips, conferences, training, etc., no employee shall be required to attend an overnight trip, or one that falls on a weekend or non-attendance school day. Employees and adult supervisors shall be reimbursed for all fees, with prior approval by the administration.
2. If, during the term of the Agreement, the Board or administration, shall create any additional jobs and/or supplemental duties, the rate of pay for the above shall be determined by negotiations between the Association and the administration and/or Board.
3. All employees shall be given notice of their tentative assignments for the forthcoming year no later than August 1 preceding the new school term. In the

event changes in such assignments are required, the employee affected shall be notified promptly in writing stating the reason for the change.

**D. Teaching Vacancies and Transfers**

When the student population or program changes necessitate certified staff changes, the Administration shall initially seek volunteers by posting a notice in the school workroom and shall inform the Association. Any teacher wishing to volunteer for the position shall notify the Superintendent in writing within ten (10) calendar days. Except in the case of an emergency, no vacancy shall be filled until such vacancy shall have been posted for at least ten (10) calendar days. If a staff member wishes to apply for such a vacancy, he/she shall do so in writing to the Superintendent. Within five (5) working days, the staff members shall be granted an interview for the position. Within five (5) days of the interview, the staff members will be given written notification of the outcome of the interview, letting the staff member know if the position is his/hers or not. While the Board shall encourage a practice of filling vacancies with voluntary transfers, the Board reserves the right and responsibility to assign personnel to the positions which are in the best interest of the District. The Board, when selecting personnel to an assignment by way of involuntary transfer, shall give consideration to past transfers; that is, when possible, a teacher who has been transferred recently shall be given consideration not to be transferred. Transfers may be appealed through the chain of command: building principal, Superintendent, Board of Education.

**E. Non-Certified Employee Vacation**

All full-time, 12-month non-certified employees are entitled to paid vacations as follows:

LENGTH OF COMPLETED SERVICE FROM:	TO:	MAXIMUM VACATION LEAVE EARNED PER YR
Beginning of month 3	End of year 1	.833 days per month (max. 10 days)
Beginning of year 2	End of year 5	10 DAYS per year
Beginning of year 6	End of year 15	15 DAYS per year
Beginning of year 16	End of year	20 DAYS per year

All vacation shall be approved in advance by the Superintendent or his/her designee.

Vacation time must be used by June 30 of each year, or it will be lost.

An employee who terminates his/her employment or retires prior to the anniversary of the employee's date of hire, shall earn vacation time on a prorated basis for that part of the year which the employee works. The employee shall be granted full pay for earned and unused vacation time. Vacation time taken but not earned at the time of termination or retirement shall be deducted from the employee's final paycheck.

**F. Non-Certified Employee Holidays**

All full-time, 12-month non-certified employees shall be entitled to the following thirteen (13) paid holidays:

Independence Day	Christmas Eve	President's Day
Labor Day	Christmas Day	C. Pulaski Day

Columbus Day	New Year's Eve	Memorial Day
Thanksgiving Day	New Year's Day	
Day after Thanksgiving	M. L. King's Birthday	

All full-time 9 and 10-month non-certified employees shall receive the following nine (9) paid holidays, if the holiday falls on a normal workday, with the exception of Christmas Day and New Year's Day, which are paid regardless:

Labor Day	New Year's Day	Memorial Day
Columbus Day	M. L. King's Birthday	
Thanksgiving Day	President's Day	
Christmas Day	C. Pulaski Day	

**G. Preparation of Payroll**

For employees hired after 7/1/07, payroll will be by direct deposit only, unless otherwise approved by the Superintendent. Salary checks shall be issued on the 15th and last day of each month except when that day falls on non-attendance day, in which case, checks will be issued on the last previous working day. Checks shall be in the mailboxes by the end of the contractual payday. The payroll office will attempt to accommodate a teacher's request for an early paycheck due to a workshop or emergency. A teacher's request will be written in advance by at least one week. Any teacher should understand the request may be denied. If an error is made in regards to payroll compensation, problem solving

shall be engaged within two (2) working days and a resolution will be achieved as soon as possible.

Approved timesheets for non-certified employees must be turned in to the business office according to the schedule provided. Any timesheet turned in after that date will be processed in the following pay period.

**H. Tax Sheltered Annuities**

Upon written request from the employee, the Board has established a payroll deduction plan for employees desiring to participate in a tax sheltered annuity program. The Board shall require any service provider to certify that it is in compliance with the requirements of Section 403(b) of the *Internal Revenue Code*. The Board will establish procedures for approving new service providers and will honor the service providers previously requested by employees of Districts 11 and 13.

**I. Number of Installments for Teachers**

Teachers may elect to receive their payroll checks in twenty (20) equal installments throughout the school term or twenty-four (24) equal installments September through August.

**J. Salary Adjustments for Teachers**

1. It shall be the responsibility of any teacher who wishes advancement on the salary schedule to have on file at the Superintendent's office, by October 1 or February 1 of each school year, an official transcript showing total college credit earned since the teacher's last change. Adjustments will be made in October or February.

Adjustments in October will be retroactive to the start of the school year, adjustments in February will be retroactive to the start of the second semester.

2. When a salary change is made, the teacher shall receive from the Superintendent's office a written confirmation of the change stating the new salary.
3. Any assignment above and beyond the classroom teaching assignment shall be compensated. Teachers will be paid for extracurricular and duty stipends upon completion of the activity after certification by the building administrator of the completion of the activity and the stipend to be paid. Payment for year long responsibilities such as "lunchroom supervision" will be paid twice yearly in December and June.
4. Part-time teachers (employed at least 50% of the school term) shall accrue credit for advancement in half year increments (i.e., upon successful completion of two (2) part-time years of service, such teachers shall move up one step on the salary schedule.)

**K. In-House Substitution by Teacher**

The Board will attempt to provide substitute teachers. In the event that this is not possible, staff members will be paid for in-house substitution at the following rate per clock hour: \$30.00. In-house substitution shall be defined as a teacher giving up a plan period to substitute for another teacher and or duty.

**L. Extracurricular Supervision and Meetings for Teachers**

1. Teachers will be required to attend a maximum of five (5) school related activities/events. Open House and Parent-Teacher conferences are required activities and are not included in these programs.
2. Parent-Teacher Conferences: Time will be adjusted for those teachers who have greater than average teacher/students ratios. Individual situations will be worked out with the administration and teachers involved, concerning additional conference time.
3. Every effort will be made so that in-service, staff, committee, etc. meetings will not exceed one (1) hour. All meetings and in-services will be announced at least twenty-four (24) hours in advance except in emergency situations as determined by the building principal. Teachers with prior commitments will be excused from meetings with the approval of the Principal.

**M. Teacher Seniority**

Seniority shall be defined as the accumulated full-time service as an employee requiring certification in District 2. Part-time teachers (employed at least 50% of the school term) shall earn seniority in half-year increments (i.e., upon successful completion of two (2) part-time years of service, teachers shall be credited with one year of full-time service for purposes of calculating seniority). In the event of a tie in seniority for purposes of a reduction in force, consideration will first be given to part-time service and second to the date and time a teaching contract was signed.

**N. Previous Experience Credit for Teachers**

Teachers new to the District shall receive credit for all previous experience as a certified teacher up to and including ten (10) years. After that, a minimum credit of one year for every two years of experience will be granted.

**O. Part-time Credit and/or Job Share**

Salary and benefits for part-time teachers will be paid in proportion to the amount of teacher time listed in employee's contract. Job share will be made available to interested teachers subject to administrative recommendation and approval of the Board. Those teachers will be considered part-time employees for the period of the job share.

**P. In-Service for Non-Certified Employees**

Attendance at in-service activities will be at the discretion of the Principal for non-certified employees. If attendance is required, non-certified employees shall be compensated in accordance with their regular rate of pay.

**Q. Seniority for Non-Certified Employees**

Seniority for non-certified support personnel shall be defined as the length of service beginning with the first day of employment in the category of position. If an employee transfers to a new category of position, he/she shall retain but not accrue seniority in their old category of position. The employee shall begin to accrue in the new category of position on the first day of employment in that new category of position.

## **ARTICLE VII: TEACHER EVALUATION**

- A. No formal evaluation shall take place until the building principal or evaluator acquaints each teacher under his/her supervision with the evaluation procedures and instruments. The principal or evaluator shall advise each teacher who shall observe and evaluate the teacher's performance.
- B. A formal classroom evaluation shall be defined as one involving a classroom visitation of not less than fifteen (15) minutes and a written evaluation of the visitation followed by a conference between the evaluator and the teacher.
- C. The evaluator shall formally evaluate each teacher using the District evaluation instrument. Any material changes in the instrument will require faculty input. All formal evaluations must be done with the full knowledge of the teacher.
- D. Non-tenured teachers shall be formally evaluated at least twice each year. Tenured teachers shall be formally evaluated at least once every other year. No tenured teacher shall be dismissed for reasons of classroom performance without having been formally evaluated at least twice during the year of dismissal.
- E. The evaluator shall provide the teacher both constructive assistance to improve the quality of instruction as well as a written statement of deficiencies. Suggestions for improving deficiencies shall be offered by the evaluator in writing recognizing that the responsibility for improving rests with the teacher.
- F. The teacher shall sign copies of the written evaluation and receive a copy of said evaluation. If the teacher feels that his/her formal evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing. The evaluator shall sign the

teacher's objections, if any, a copy of which shall be given to the teacher and one copy attached to the evaluation report to be placed in the teacher's official personnel file.

- G. Nothing contained herein shall limit the right of the Administration to utilize informal observations and other first-hand evaluation criteria for considering competency of any teacher. Any informal observations which are to be used to evaluate the employee shall be reduced to writing and discussed with the employee prior to being placed in the teacher's personnel file.
- H. The evaluation instrument shall be designed in accordance with state requirements. The administration and the Association shall form a committee to jointly develop an appropriate evaluation instrument and submit to the Board and Association for their respective approvals.

#### **ARTICLE VIII: REDUCTION IN FORCE**

Reduction in teachers shall be accomplished as follows:

- A. Before the Board makes any reduction in teachers for economic reasons, it shall notify the Association, in writing, regarding reductions and offer the Association the opportunity to offer suggestions on these reductions.
- B. When such reduction is required among tenured teachers, the Administration shall attempt same by attrition. Attrition as used herein is defined as a reduction in teaching force caused by:
  - 1. Retirement of a teacher
  - 2. Voluntary resignation of a teacher

If this is not possible or the attrition of teachers cannot yet be determined, the reduction shall be in accordance with the *Illinois School Code*.

- C. In the event that the necessary reduction of teachers cannot be accomplished by attrition, the selection of teachers to be terminated will be based first upon seniority determined by date and time of which the teacher's employment contract was signed and second upon certification. If seniority is equal, a tie will be broken as provided in Article VI. M.
- D. Written notification of termination will follow the *Illinois School Code* notice requirements.
- E. Such termination shall be effective the final day of the school year.
- F. Reduction in force and recall of non-certified support personnel shall be by seniority in category of position following procedures as described by law.

#### **ARTICLE IX: EFFECT OF AGREEMENT**

- A. This Cumulative Negotiations Agreement is the only written agreement between the Board and the Association and it contains all acceptable and residual items from previous agreements.
- B. Should any section, sentence, or clause, of the Agreement be declared illegal by a court of competent jurisdiction, said section, sentence, or clause shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining sections, sentences and clauses shall remain in force.

C. The Agreement shall be effective as of July 1, 2007 and shall remain in effect until June 30, 2010. This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

RICHMOND/SPRING GROVE  
EDUCATION ASSOCIATION

BOARD OF EDUCATION OF  
NIPPERSINK SCHOOL DISTRICT 2,  
MCHENRY COUNTY, ILLINOIS

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

**APPENDIX A: CERTIFIED STAFF SALARY MATRIX**

**2007-2008 (FY08) Effective July 1, 2007**

<b>Step</b>	<b>BA</b>	<b>BA-12</b>	<b>BA-24</b>	<b>MA-0 (BA-36)</b>	<b>MA-12 (BA-48)</b>	<b>MA-24 (BA-60)</b>	<b>MA-30 (BA-66)</b>	<b>MA-36 (BA-72)</b>
<b>0</b> Base Salary	33,824	34,864	36,113	37,414	38,975	40,537	42,097	43,658
w/TRS & THIS	37,287	38,435	39,811	41,245	42,966	44,687	46,408	48,129
<b>1</b> Base Salary	34,399	35,457	36,727	38,050	39,638	41,226	42,813	44,401
w/TRS & THIS	37,921	39,088	40,488	41,946	43,697	45,447	47,197	48,947
<b>2</b> Base Salary	35,139	36,145	37,362	38,844	40,273	42,072	43,607	45,195
w/TRS & THIS	38,737	39,846	41,188	42,821	44,397	46,381	48,072	49,823
<b>3</b> Base Salary	35,880	36,886	37,997	39,585	41,014	42,866	44,401	45,989
w/TRS & THIS	39,555	40,663	41,888	43,639	45,214	47,256	48,947	50,698
<b>4</b> Base Salary	36,621	37,626	38,632	40,325	41,807	43,659	45,195	46,782
w/TRS & THIS	40,371	41,479	42,588	44,455	46,088	48,130	49,823	51,572
<b>5</b> Base Salary	37,468	38,368	39,373	41,067	42,601	44,453	45,989	47,576
w/TRS & THIS	41,305	42,297	43,405	45,272	46,963	49,005	50,698	52,447
<b>6</b> Base Salary	38,315	39,108	40,114	41,807	43,395	45,247	46,782	48,370
w/TRS & THIS	42,239	43,113	44,221	46,088	47,839	49,881	51,572	53,323
<b>7</b> Base Salary	39,162	39,849	40,855	42,601	44,189	46,041	47,576	49,164
w/TRS & THIS	43,172	43,930	45,039	46,963	48,714	50,756	52,447	54,198
<b>8</b> Base Salary	40,008	40,643	41,595	43,395	44,983	46,835	48,370	49,958
w/TRS & THIS	44,105	44,805	45,855	47,839	49,589	51,631	53,323	55,073
<b>9</b> Base Salary	40,855	41,437	42,337	44,189	45,777	47,629	49,164	50,752
w/TRS & THIS	45,039	45,681	46,672	48,714	50,464	52,506	54,198	55,948
<b>10</b> Base Salary	41,702	42,178	43,078	44,983	46,570	48,422	49,958	51,544
w/TRS & THIS	45,972	46,497	47,489	49,589	51,339	53,381	55,073	56,823
<b>11</b> Base Salary		42,919	43,871	45,777	47,364	49,216	50,752	52,338
w/TRS & THIS		47,314	48,363	50,464	52,214	54,256	55,948	57,698
<b>12</b> Base Salary		43,659	44,665	46,570	48,158	50,010	51,544	53,132
w/TRS & THIS		48,130	49,239	51,339	53,089	55,131	56,823	58,573
<b>13</b> Base Salary		44,401	45,459	47,364	48,952	50,804	52,338	53,926
w/TRS & THIS		48,947	50,114	52,214	53,965	56,007	57,698	59,449
<b>14</b> Base Salary		45,142	46,200	48,158	49,746	51,598	53,132	54,720
w/TRS & THIS		49,764	50,931	53,089	54,840	56,882	58,573	60,324

<b>15</b> Base Salary		45,882	46,941	48,952	50,540	52,391	53,926	55,567
w/TRS & THIS		50,581	51,747	53,965	55,715	57,756	59,449	61,257
<b>16</b> Base Salary		46,624	47,682	49,799	51,386	53,239	54,773	56,414
w/TRS & THIS		51,398	52,565	54,898	56,648	58,690	60,382	62,191
<b>17</b> Base Salary		47,364	48,422	50,645	52,233	54,085	55,620	57,260
w/TRS & THIS		52,214	53,381	55,831	57,582	59,624	61,315	63,124
<b>18</b> Base Salary		48,105	49,164	51,492	53,080	54,932	56,466	58,107
w/TRS & THIS		53,031	54,198	56,765	58,515	60,557	62,249	64,057
<b>19</b> Base Salary			49,904	52,338	54,032	55,884	57,419	58,954
w/TRS & THIS			55,014	57,698	59,565	61,607	63,299	64,991
<b>20</b> Base Salary			50,645	53,185	54,878	56,837	58,371	59,800
w/TRS & THIS			55,831	58,631	60,498	62,657	64,349	65,924
<b>21</b> Base Salary			51,386	54,032	55,726	57,789	59,324	60,859
w/TRS & THIS			56,648	59,565	61,432	63,707	65,399	67,091
<b>22</b> Base Salary				54,878	56,573	58,848	60,383	61,917
w/TRS & THIS				60,498	62,366	64,874	66,566	68,257
<b>23</b> Base Salary				55,726	57,419	59,907	61,441	62,975
w/TRS & THIS				61,432	63,299	66,041	67,733	69,424
<b>24</b> Base Salary				56,573	58,266	60,965	62,499	64,035
w/TRS & THIS				62,366	64,232	67,208	68,899	70,592
<b>25</b> Base Salary				57,419	59,113	62,023	63,558	65,093
w/TRS & THIS				63,299	65,166	68,374	70,066	71,758
<b>26</b> Base Salary					59,959	63,082	64,616	66,151
w/TRS & THIS					66,099	69,541	71,233	72,925
<b>27</b> Base Salary					60,806	64,140	65,674	67,210
w/TRS & THIS					67,033	70,708	72,399	74,092
<b>28</b> Base Salary					61,653	65,198	66,734	68,268
w/TRS & THIS					67,966	71,875	73,567	75,258
<b>29</b> Base Salary						66,257	67,792	69,326
w/TRS & THIS						73,041	74,734	76,425
<b>30</b> Base Salary							68,850	70,384
w/TRS & THIS							75,900	77,592
<b>31</b> Base Salary								71,443
w/TRS & THIS								78,759
<b>32</b> Base Salary								72,501
w/TRS & THIS								79,925

**2008-2009 (FY09)      Effective July 1, 2008**

<b>Step</b>	<b>BA</b>	<b>BA-12</b>	<b>BA-24</b>	<b>MA-0 (BA-36)</b>	<b>MA-12 (BA-48)</b>	<b>MA-24 (BA-60)</b>	<b>MA-30 (BA-66)</b>	<b>MA-36 (BA-72)</b>
<b>0</b> Base Salary w/TRS & THIS	34,422	35,481	36,752	38,076	39,665	41,254	42,842	44,431
<b>1</b> Base Salary w/TRS & THIS	35,008	36,085	37,377	38,723	40,339	41,955	43,570	45,186
<b>2</b> Base Salary w/TRS & THIS	35,603	36,698	38,013	39,381	41,025	42,669	44,311	45,955
<b>3</b> Base Salary w/TRS & THIS	36,369	37,410	38,670	40,203	41,682	43,545	45,133	46,776
<b>4</b> Base Salary w/TRS & THIS	37,136	38,177	39,327	40,970	42,449	44,367	45,955	47,598
<b>5</b> Base Salary w/TRS & THIS	37,902	38,943	39,984	41,737	43,270	45,187	46,776	48,419
<b>6</b> Base Salary w/TRS & THIS	38,780	39,711	40,751	42,504	44,092	46,009	47,598	49,241
<b>7</b> Base Salary w/TRS & THIS	39,656	40,477	41,518	43,270	44,914	46,831	48,419	50,062
<b>8</b> Base Salary w/TRS & THIS	40,532	41,244	42,285	44,092	45,736	47,653	49,241	50,884
<b>9</b> Base Salary w/TRS & THIS	41,409	42,066	43,051	44,914	46,557	48,474	50,062	51,706
<b>10</b> Base Salary w/TRS & THIS	42,285	42,888	43,818	45,736	47,379	49,296	50,884	52,528
<b>11</b> Base Salary w/TRS & THIS		43,654	44,586	46,557	48,200	50,117	51,706	53,349
<b>12</b> Base Salary w/TRS & THIS		44,421	45,406	47,379	49,022	50,939	52,528	54,170
<b>13</b> Base Salary w/TRS & THIS		45,187	46,228	48,200	49,843	51,761	53,349	54,992
<b>14</b> Base Salary w/TRS & THIS		45,955	47,050	49,022	50,665	52,582	54,170	55,814
<b>15</b> Base Salary w/TRS & THIS		46,722	47,817	49,843	51,487	53,404	54,992	56,636

<b>16</b> Base Salary w/TRS & THIS		47,488	48,583	50,665	52,309	54,225	55,814	57,512
<b>17</b> Base Salary w/TRS & THIS		48,255	49,351	51,541	53,185	55,102	56,690	58,388
<b>18</b> Base Salary w/TRS & THIS		49,022	50,117	52,418	54,061	55,978	57,566	59,264
<b>19</b> Base Salary w/TRS & THIS			50,884	53,294	54,938	56,855	58,443	60,141
<b>20</b> Base Salary w/TRS & THIS			51,650	54,170	55,923	57,840	59,429	61,017
<b>21</b> Base Salary w/TRS & THIS			52,418	55,047	56,799	58,826	60,414	61,893
<b>22</b> Base Salary w/TRS & THIS				55,923	57,677	59,812	61,401	62,989
<b>23</b> Base Salary w/TRS & THIS				56,799	58,553	60,908	62,496	64,084
<b>24</b> Base Salary w/TRS & THIS				57,677	59,429	62,003	63,591	65,179
<b>25</b> Base Salary w/TRS & THIS				58,553	60,305	63,099	64,687	66,276
<b>26</b> Base Salary w/TRS & THIS					61,182	64,194	65,782	67,371
<b>27</b> Base Salary w/TRS & THIS					62,058	65,289	66,877	68,467
<b>28</b> Base Salary w/TRS & THIS					62,934	66,385	67,973	69,562
<b>29</b> Base Salary w/TRS & THIS						67,480	69,069	70,657
<b>30</b> Base Salary w/TRS & THIS							70,165	71,753
<b>31</b> Base Salary w/TRS & THIS								72,848
<b>32</b> Base Salary w/TRS & THIS								73,943

\*Since the TRS member contribution is established annually, FY09 salaries w/ TRS & THIS included will be calculated and the salary schedule will be updated within 30 days of the release of TRS contribution amounts.

**2009-2010 (FY10)      Effective July 1, 2009**

<b>Step</b>	<b>BA</b>	<b>BA-12</b>	<b>BA-24</b>	<b>MA-0 (BA-36)</b>	<b>MA-12 (BA-48)</b>	<b>MA-24 (BA-60)</b>	<b>MA-30 (BA-66)</b>	<b>MA-36 (BA-72)</b>
<b>0</b> Base Salary w/TRS & THIS	35,116	36,197	37,493	38,843	40,464	42,086	43,706	45,327
<b>1</b> Base Salary w/TRS & THIS	35,713	36,812	38,131	39,504	41,152	42,801	44,449	46,097
<b>2</b> Base Salary w/TRS & THIS	36,320	37,438	38,779	40,175	41,852	43,529	45,204	46,881
<b>3</b> Base Salary w/TRS & THIS	36,938	38,074	39,438	40,858	42,563	44,269	45,973	47,678
<b>4</b> Base Salary w/TRS & THIS	37,733	38,813	40,120	41,711	43,245	45,178	46,825	48,531
<b>5</b> Base Salary w/TRS & THIS	38,529	39,609	40,802	42,507	44,041	46,030	47,678	49,383
<b>6</b> Base Salary w/TRS & THIS	39,324	40,404	41,484	43,302	44,893	46,882	48,531	50,235
<b>7</b> Base Salary w/TRS & THIS	40,234	41,200	42,280	44,098	45,745	47,734	49,383	51,087
<b>8</b> Base Salary w/TRS & THIS	41,143	41,995	43,075	44,893	46,598	48,587	50,235	51,940
<b>9</b> Base Salary w/TRS & THIS	42,052	42,791	43,871	45,745	47,451	49,440	51,087	52,792
<b>10</b> Base Salary w/TRS & THIS	42,961	43,643	44,666	46,598	48,303	50,292	51,940	53,645
<b>11</b> Base Salary w/TRS & THIS		44,496	45,462	47,451	49,156	51,145	52,792	54,498
<b>12</b> Base Salary w/TRS & THIS		45,291	46,258	48,303	50,007	51,996	53,645	55,349
<b>13</b> Base Salary w/TRS & THIS		46,087	47,109	49,156	50,860	52,849	54,498	56,202
<b>14</b> Base Salary w/TRS & THIS		46,882	47,962	50,007	51,713	53,702	55,349	57,054
<b>15</b> Base Salary w/TRS & THIS		47,678	48,814	50,860	52,565	54,554	56,202	57,907

<b>16</b> Base Salary w/TRS & THIS		48,474	49,610	51,713	53,418	55,407	57,054	58,759
<b>17</b> Base Salary w/TRS & THIS		49,269	50,405	52,565	54,270	56,258	57,907	59,669
<b>18</b> Base Salary w/TRS & THIS		50,065	51,201	53,474	55,179	57,168	58,816	60,578
<b>19</b> Base Salary w/TRS & THIS			51,996	54,383	56,089	58,078	59,725	61,487
<b>20</b> Base Salary w/TRS & THIS			52,792	55,293	56,998	58,987	60,634	62,396
<b>21</b> Base Salary w/TRS & THIS			53,587	56,202	58,020	60,009	61,658	63,305
<b>22</b> Base Salary w/TRS & THIS				57,111	58,929	61,032	62,680	64,214
<b>23</b> Base Salary w/TRS & THIS				58,020	59,839	62,055	63,703	65,351
<b>24</b> Base Salary w/TRS & THIS				58,929	60,749	63,192	64,840	66,487
<b>25</b> Base Salary w/TRS & THIS				59,839	61,658	64,329	65,976	67,624
<b>26</b> Base Salary w/TRS & THIS					62,567	65,465	67,113	68,761
<b>27</b> Base Salary w/TRS & THIS					63,476	66,601	68,249	69,898
<b>28</b> Base Salary w/TRS & THIS					64,385	67,738	69,385	71,034
<b>29</b> Base Salary w/TRS & THIS						68,874	70,522	72,170
<b>30</b> Base Salary w/TRS & THIS							71,659	73,307
<b>31</b> Base Salary w/TRS & THIS								74,443
<b>32</b> Base Salary w/TRS & THIS								75,580

\*Since the TRS member contribution is established annually, FY10 salaries w/ TRS & THIS included will be calculated and the salary schedule will be updated within 30 days of the release of TRS contribution amounts.

### Longevity for Teachers

Teachers on longevity shall receive an increase equal to the percentage increase in the Consumer Price Index (CPI). For the 2007-2008 school year (FY08), the CPI shall be determined from the US Bureau of Labor Statistics for all urban consumers (CPI-U) in the Chicago-Gary-Kenosha area for the 1 year period ending June 30<sup>th</sup>, unadjusted for seasonal variation. Thereafter, the CPI shall be the national average for all urban consumers (CPI-U) determined from the US Bureau of Labor Statistics for the 1 year period ending December 31<sup>st</sup> of the preceding year, unadjusted for seasonal variation.

**APPENDIX B: EXTRACURRICULAR ACTIVITIES PAY SCALE**

If an activity has an approved need for more than one coach/advisor, all coaches/advisors will be paid the full contractual amount. Stipends are per person unless otherwise noted

Sports:

- Coaches ..... \$1800
- Assistant Coaches .....70% of coach’s pay
- Track Supervisors/Helpers... \$100 full day meet
- Scorekeeper/Supervisor ..... \$50 per time
- Ticket Taker/Supervisor..... \$50 per time

Others:

- Band Director ..... \$1800
- Vocal/Music Director..... \$1000
- Student Council Director ..... \$1000
- Concession Stand Coordinator..... \$1000

Other Activities including but not limited to:

- Level I ..... \$300  
Kindergarten Screening, Brainbowl
- Level II ..... \$500  
Special Productions Director(s) (including any non-sport, non-music activity which has an evening performance), Young Author’s Director, Academic/Reading Incentive

Program, Newspaper, Films, Preschool

Coordinator, Summer Band, Science Fair

Coordinator

- Level III..... \$800

Future problem solvers, Drama/Take One,

Regularly Scheduled Clubs/Organizations,

School Publicity, Piano Accompaniment,

Yearbook, Grade Level Trip Coordinator

- Level IV ..... \$1000

Mentor (\$300, \$800, or \$1000 based on hours

worked), Technology Stipend (technology

troubleshooting, school web page)

Extra Duty:

- AM or PM Supervision.....\$20.00/hr.

- Lunchroom Supervision (50:1  
student:supervisor ratio).....\$20.00/hr.

- Lunch Detention.....\$20.00/hr.

- Saturday Detention.....\$20.00/hr.

- After School/Homework Detention ...\$20.00/hr.

Trips:

- Four Day Trip.....\$475
- Three Day Trip.....\$350
- Two Day Trip.....\$225

Other approved activities to be determined at time of need.

The Board and the Association realize that the activities listed above may need to be modified, therefore a committee of the administration and the Association will be formed as needed to revise Appendix B of this contract. The Board shall maintain a complete list of stipend positions. The Board may use volunteers to staff stipend positions; however, stipends will only be paid to teachers. The Administration shall provide at least three (3) weeks notice of the use of volunteers for positions requiring extended time or preparation.

## **APPENDIX C: EMPLOYEE COMPENSATION AND FRINGE BENEFITS**

### **A. Life Insurance**

The Board shall provide term life insurance to: a) all teachers, and b) non-certified support staff that work thirty or more hours per week in the amount of \$25,000. The policy shall include a double indemnity provision for accidental death.

### **B. Health Insurance**

The Board shall provide a health major medical insurance plan to teachers and eligible full-time (30 hours or more) non-certified employees which shall be for twelve (12) months with the following provisions:

1. PPO with a \$300 deductible and an 80/20 co-pay, plus an HMO option.
2. The Board shall pay 20% of dependent coverage.
3. An explanation of the policy shall be provided by the administration to each employee.
4. For the 2007-2008 school year (FY08), the Board shall pay 100% of single coverage.
5. For the 2008-2009 school year (FY09), the employee shall pay 5% of single coverage with a minimum contribution of \$26 per month and a maximum contribution of \$30 per month.
6. For the 2009-2010 school year (FY10), the employee shall pay 7% of single coverage with a minimum contribution of \$30 per month and a maximum contribution of \$47 per month.

7. If the total monthly premium exceeds \$670, the employee shall have the option of paying all amounts in excess of \$670 or switching to a less costly plan offered by the district cooperative.

**C. Section 125 Plan**

The Board agrees to establish a Section 125 plan at its cost. The purpose of said plan will be to allow employees to access funds deposited therein for qualified expenses, such as child care, orthodontia, dental care, eye care, dependent health insurance premiums, and health insurance deductibles, as permitted by the *Internal Revenue Code*.

**D. Long-Term Disability Insurance**

The Board shall provide long-term disability insurance coverage for each full-time employee.

**E. Advancement on Salary Schedule by Teachers**

1. A teacher will advance on the salary schedule in compliance with the pay schedule in Appendix A. Anyone off the pay scale will receive a percentage raise equivalent to the Consumer Price Index (“CPI”) as defined in Appendix A.
2. Courses taken for credit must be taken at an accredited community college, college, or university. Coursework eligible for reimbursement and salary advancement includes graduate courses related to the subject matter being taught by the teacher or designed for improvement of classroom instruction, or any course required as part of an approved masters degree program or higher.
3. Non-graduate coursework may be reimbursed and used for salary advancement if the teacher has received prior written approval of the Superintendent based on

his/her determination that such coursework will benefit the teacher's assignment or the District. Any teacher seeking such approval shall submit to the Superintendent a statement of the reasons why the course in question ought to be considered for approval. The parties understand that this is a narrow exception and that normally only semester hours of graduate credit will be considered for reimbursement and salary advancement. Each teacher will be notified of approval/non-approval decision within 10 calendar days, including reasons for non-approval. The Superintendent's decision in this regard is final on undergraduate courses and graduate courses not related to the subject matter being taught by the teacher or designed for improvement of classroom instruction.

4. Payment will be approved at the next School Board meeting after the Superintendent receives a transcript verifying successful completion of the coursework with a grade higher than "C+." Reimbursement by the Board of Education shall be \$200 per credit hour for graduate level coursework and \$150 per credit hour for undergraduate level coursework. There shall be no limitation upon the number of credit hours reimbursed for those teachers enrolled in their initial approved masters or doctoral program. Subsequent degree programs may be approved with a limit of twelve (12) credit hours per year. Those teachers with a masters degree and not enrolled in a subsequent degree program, and those teachers in lanes BA, BA+12 and BA+24 shall be limited to six (6) credit hours per year for reimbursement. All other teachers shall be limited to three (3) credit hours per year for reimbursement. No teacher may advance past the MA-0/BA-36

lane without having first earned a masters degree however teachers that have already attained MA-0/BA-36 or beyond as of July 1, 2007 are exempt from this restriction.

**F. Teacher's Retirement System**

According to authority granted by the *Pension Reform Act of 1974*, Section 414(h)(2) of the *Internal Revenue Code*, the Board agrees to deduct and remit from the established compensation schedule to the Teacher Retirement System the combined member contribution to TRS/THIS on behalf of each teacher. The Board shall pay the full TRS/THIS member contribution for the 2007-2008 (FY08) and 2008-2009 (FY09) school years. For the 2009-2010 (FY10) school year, the Board will pay a maximum combined TRS/THIS member contribution of 10.75% on behalf of each teacher. The 2009-2010 (FY10) cap of 10.75% shall sunset and terminate with the expiration of this Agreement.

**G. Retiree Health Insurance**

Upon retirement, the Board shall contribute up to \$2,000 per year to each retiree to reimburse the retiree for the cost of the health, dental, and/or life insurance, provided the retiree is not covered by the District's health insurance plan. The Board shall have no further obligation to those retiree's who continue to be covered by the District's health insurance plan and said coverage shall be at the sole expense of the retiree. The Board's obligation hereunder shall cease when the retiree becomes eligible for Medicare. The retiree must substantiate the cost of health insurance to the Board to be eligible for reimbursement.

## **H. Early Retirement Option**

Upon reaching the age of 55, all tenured teachers with a minimum of twenty (20) years of total teaching experience, of which at least ten (10) years have been with Nippersink, District 2 (or the previous District 11 or 13), will be eligible to apply for the early Retirement Policy.

1. The Program is in addition to the Illinois State Teacher's Retirement System's Early Retirement Option (ERO). Nippersink District 2 will, as required by law, abide by the regulations set forth by the Teacher's Retirement System's applicable legislation.
2. Nippersink District 2 Early Retirement Policy will be set forth below:
  - a. In addition to the Teacher Retirement System's Early Retirement Option, the Board will increase each teacher's creditable earnings by six (6%) percent for each of a maximum of three (3) years of teaching provided the teacher informs the Board of Education of his/her election to retire no later than July 15 of the year preceding the retirement. The retirement letter must state the number of years the teacher elects to take. A six percent (6%) bonus will be applied for each year up to a maximum of three years. The retirement bonus is limited to six percent (6%) increase over the previous year's creditable earnings for a maximum of three years. In no case shall the retirement enhancement exceed the maximum number of years and/or the percentage increase allowed by TRS without incurring actuarial penalty. Should a teacher recant on retirement, he/she will repay

District #2, the retirement bonus with interest based on the current investment rate the school district receives on its invested fund. The District reserves the right and the employee hereby consents to the District making withholdings from the employee's future salary to recoup the retirement bonus.

- b. The six (6%) percent bonus allowed by Teacher Retirement System Early Retirement Option for up to three (3) years will be factored by the District Office into the teacher's creditable earnings for each year.
- c. In any given year, the Board of Education may limit the number of participants to the ERO legislative limit in force at the time of retirement election by the teacher of those eligible applications for the Early Retirement Policy. The right to participate is based upon seniority in District #2.

The parties agree that the Board shall not under any circumstances pay a teacher more than the maximum increase allowed by TRS rules and regulations. Should the ERO law be revised during the term of the contract, both parties agree to reopen this section of the contract and renegotiate terms.

## **I. Recognition**

The Board recognizes that years of service, seniority, tenure, etc., granted by District 11 and District 13 be recognized by the combination, District 2.

**J. Summer School**

A separate contract will be signed with teachers teaching summer school. Included in this contract will be:

1. Job description
2. Period of employment
3. An hourly rate of not less than \$24 per hour.

**K. SEDOM Employees**

A committee of Association and Board representatives shall be established to determine the salary placement of SEDOM employees transferred to the employment of the Board. Said placement shall be in accordance with the negotiated "Transfer of Employment Agreement."

**APPENDIX D: NON-CERTIFIED STAFF SALARY MATRIX**

Non-Certified Staff Hourly Rate Schedule 2007-2008 (FY08)  
 Effective July 1, 2007  
Job Code

<b>Step</b>	<b><u>A</u></b>	<b><u>AD</u></b>	<b><u>KS</u></b>	<b><u>C</u></b>	<b><u>FSC</u></b>	<b><u>HC</u></b>	<b><u>S</u></b>	<b><u>LC</u></b>
<b>0</b>	9.71	10.21	8.03	11.24	15.12	9.97	11.24	9.71
<b>1</b>	9.85	10.35	8.14	11.40	15.33	10.11	11.40	9.85
<b>2</b>	9.98	10.50	8.25	11.55	15.55	10.25	11.55	9.98
<b>3</b>	10.12	10.64	8.37	11.72	15.77	10.40	11.72	10.12
<b>4</b>	10.27	10.79	8.49	11.88	15.99	10.54	11.88	10.27
<b>5</b>	10.41	10.94	8.61	12.05	16.21	10.69	12.05	10.41
<b>6</b>	10.56	11.10	8.73	12.22	16.44	10.84	12.22	10.56
<b>7</b>	10.70	11.25	8.85	12.39	16.67	10.99	12.39	10.70
<b>8</b>	10.85	11.41	8.97	12.56	16.90	11.14	12.56	10.85
<b>9</b>	11.01	11.57	9.10	12.74	17.14	11.30	12.74	11.01
<b>10+</b>	<i>Increase equivalent to CPI as defined in Appendix A</i>							

Non-Certified Staff Hourly Rate Schedule 2008-2009 (FY09)  
 Effective July 1, 2008  
Job Code

<b>Step</b>	<b><u>A</u></b>	<b><u>AD</u></b>	<b><u>KS</u></b>	<b><u>C</u></b>	<b><u>FSC</u></b>	<b><u>HC</u></b>	<b><u>S</u></b>	<b><u>LC</u></b>
<b>0</b>	9.91	10.42	8.19	11.47	15.44	10.18	11.47	9.91
<b>1</b>	10.05	10.57	8.31	11.63	15.65	10.32	11.63	10.05
<b>2</b>	10.19	10.71	8.43	11.79	15.87	10.46	11.79	10.19
<b>3</b>	10.33	10.86	8.54	11.96	16.09	10.61	11.96	10.33
<b>4</b>	10.48	11.02	8.66	12.13	16.32	10.76	12.13	10.48
<b>5</b>	10.63	11.17	8.78	12.30	16.55	10.91	12.30	10.63
<b>6</b>	10.77	11.33	8.91	12.47	16.78	11.06	12.47	10.77
<b>7</b>	10.93	11.49	9.03	12.64	17.01	11.22	12.64	10.93
<b>8</b>	11.08	11.65	9.16	12.82	17.25	11.37	12.82	11.08
<b>9</b>	11.23	11.81	9.29	13.00	17.49	11.53	13.00	11.23
<b>10+</b>	<i>Increase equivalent to CPI as defined in Appendix A</i>							

Non-Certified Staff Hourly Rate Schedule 2009-20010 (FY10)

Effective July 1, 2009

Job Code

<b>Step</b>	<b><u>A</u></b>	<b><u>AD</u></b>	<b><u>KS</u></b>	<b><u>C</u></b>	<b><u>FSC</u></b>	<b><u>HC</u></b>	<b><u>S</u></b>	<b><u>LC</u></b>
<b>0</b>	10.14	10.66	8.38	11.74	15.79	10.41	11.74	10.14
<b>1</b>	10.28	10.81	8.50	11.90	16.01	10.56	11.90	10.28
<b>2</b>	10.43	10.96	8.62	12.07	16.24	10.71	12.07	10.43
<b>3</b>	10.57	11.12	8.74	12.24	16.47	10.86	12.24	10.57
<b>4</b>	10.72	11.27	8.86	12.41	16.70	11.01	12.41	10.72
<b>5</b>	10.87	11.43	8.99	12.58	16.93	11.16	12.58	10.87
<b>6</b>	11.02	11.59	9.11	12.76	17.17	11.32	12.76	11.02
<b>7</b>	11.18	11.75	9.24	12.94	17.41	11.48	12.94	11.18
<b>8</b>	11.33	11.92	9.37	13.12	17.65	11.64	13.12	11.33
<b>9</b>	11.49	12.08	9.50	13.30	17.90	11.80	13.30	11.49
<b>10+</b>	<i>Increase equivalent to CPI as defined in Appendix A</i>							

**Job Code Definitions**

**Job Code**                      **Description**                                      **Nippersink District 2 Equivalent Job Titles**

A	Aide without BA/BS degree	Aide, Learning Disability Aide, Part-time Kindergarten Aide, Early Childhood Aide, Adjusted Learning Aide, Classroom Aide
AD	Aide with BA/BS degree	Aide, Learning Disability Aide, Part-time Kindergarten Aide, Early Childhood Aide, Adjusted Learning Aide, Classroom Aide
KS	Kitchen Staff	Cook, Assistant Cook, Kitchen Staff, Cafeteria Cleanup, Kitchen Cleanup
C	Custodians	Custodian, Building Custodian
FSC	Food Service Coordinator	District Food Service Coordinator
HC	Head Cook	Head Cook
S	Secretary	Secretary (10-month & 12-month)
LC	Library Clerk	Library Clerk, Library Aide