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AGREEMENT BETWEEN

THE LEXINGTON COMMUNITY UNIT #7

BOARD OF EDUCATION

AND

THE LEXINGTON COMMUNITY UNIT #7 EDUCATION ASSOCIATION

2009-10

2010-11

2011-12

1		
2	ARTICLE I.....	4
3	RECOGNITION.....	4
4	1.1 Lexington Education Association.....	4
5	1.2 Part-time Teachers.....	4
6	ARTICLE II.....	5
7	NEGOTIATION PROCEDURES.....	5
8	2.1 Beginning Date.....	5
9	2.2 Good Faith Bargaining.....	5
10	2.3 Bargaining Representatives.....	5
11	2.4 Impasse.....	5
12	ARTICLE III.....	6
13	GRIEVANCE PROCEDURE.....	6
14	3.1 Definitions.....	6
15	3.2 Procedure.....	6
16	3.3 Constraints.....	7
17	3.4 Released Time.....	8
18	ARTICLE IV.....	9
19	TEACHERS AND ASSOCIATION RIGHTS.....	9
20	4.1 Personnel File.....	9
21	4.2 Maintenance of Files.....	9
22	4.3 Teacher Discipline.....	9
23	4.4 Right to Representation.....	9
24	4.5 Association Rights.....	9
25	4.6 Dues.....	10
26	4.7 Fair Share.....	10
27	4.8 Curriculum.....	11
28	ARTICLE V.....	12
29	EMPLOYMENT CONDITIONS.....	12
30	5.1 School Calendar.....	12
31	5.2 Work Day.....	12
32	5.3 Preparation Time.....	12
33	5.4 Teaching Assignments.....	13
34	5.5 Professional Improvement.....	13
35	5.6 Lunch Time.....	14
36	5.7 Class List Development.....	14
37	5.8 Vacant Positions.....	14
38	5.9 Relocation of Teaching Station.....	14
39	5.10 Teacher Aide Availability.....	15
40	5.11 Morning Door Duty.....	15
41	ARTICLE VI.....	16
42	TEACHER EVALUATION.....	16
43	6.1 Procedures.....	16
44	ARTICLE VII.....	17
45	TEACHER COMPENSATION AND FRINGE BENEFITS.....	17
46	7.1 Salary Schedule.....	17
47	7.2 Supplemental Assignments.....	17
48	7.3 Payroll Installments.....	17
49	7.4 Health Insurance.....	17
50	7.5 Life Insurance.....	18
51	7.6 Sheltering Teacher Retirement Contribution.....	18
52	7.7 College Credit.....	18
53	7.8 Teaching Credit.....	19
54	7.9 Extended Employment.....	19
55	7.10 Retirement Plan.....	20
56	ARTICLE VIII.....	21
57	LEAVES.....	21
58	8.1 Paid Leaves.....	21
59	8.2 Leaves Without Pay.....	22
60	8.3 General Leave of Absence Without Pay.....	23
61	8.4 Sabbatical Leave.....	24
62	ARTICLE IX.....	25

1	REDUCTION IN FORCE .....	25
2	9.1 Consultation.....	25
3	9.2 Tenured Positions.....	25
4	9.3 Seniority List .....	25
5	9.4 Seniority Definition.....	26
6	9.5 Seniority Ties.....	26
7	9.6 Recall Rights.....	27
8	ARTICLE X.....	28
9	EFFECT OF AGREEMENT.....	28
10	10.1 Terms and Conditions .....	28
11	APPENDIX B.....	30
12	EXTRA DUTY SALARY .....	30
13	PERCENTAGE RANGE .....	31
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ARTICLE I  
RECOGNITION

1.1 Lexington Education Association

The Board of Education of Lexington Community Unit School District No. 7, hereinafter referred to as the "Board," recognizes the Lexington Education Association, affiliated with the Illinois Education Association (IEA) and the National Education Association (NEA), hereinafter referred to as the "Association," as the exclusive negotiating agent for all regularly employed full and part-time teaching certified staff hereinafter referred to as the "Teachers" except for the Superintendent, Building Principals, and all Non-certified Staff.

1.2 Part-time Teachers

Regularly employed part-time teachers under contract with the Lexington Community Unit School District No. 7 shall be included in the bargaining unit and subject to the terms and conditions of the agreement but their salaries and benefits shall be based on their fractionalized employment status; eligibility in the District insurance program shall be determined by the insurance carrier.

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3 ARTICLE II  
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5 NEGOTIATION PROCEDURES  
6

7 2.1 Beginning Date  
8

9 Negotiations on a successor agreement shall begin no earlier than May 1st of the last year of  
10 the agreement.  
11

12 2.2 Good Faith Bargaining  
13

14 A. Both the Board of Education and the Teachers' Association agree that it is their mutual  
15 responsibility to negotiate in good faith. Good faith, for the purposes of this agreement, is  
16 defined as the willingness of both parties to meet, discuss the issues, and make proposals and  
17 counter proposals in an effort to reach an agreement. It does not imply acquiescence or  
18 concession to either party's demands in whole or in part.  
19

20 B. All tentative agreements shall be reduced to writing and initialed at the meeting at  
21 which tentative agreement was reached. After tentative agreement has been reached on all  
22 items negotiated, the Agreement will be submitted to the Association for ratification and  
23 subsequently to the Board for adoption.  
24

25 2.3 Bargaining Representatives  
26

27 Each party to negotiations will select not more than six representatives.  
28

29 2.4 Impasse  
30

31 If mediation assistance is requested, either the Illinois Education Labor Relation  
32 Board or the Federal Mediation and Conciliation Services shall be contacted for mediation  
33 purposes.  
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3 ARTICLE III

4  
5 GRIEVANCE PROCEDURE  
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8 3.1 Definitions  
9

10 A. A grievance is a claim by the Association, teacher, or group of teachers involving an  
11 alleged violation, misinterpretation, or misapplication of the terms of this agreement.  
12

13 B. All time limits shall consist of school days, except that when a grievance is submitted  
14 less than ten (10) days before the close of the current school term, time limits shall consist of all  
15 weekdays.  
16

17 C. Nothing contained herein shall be construed as limiting the right of any employee  
18 having a grievance to discuss the matter informally with his/her supervisor and having the  
19 grievance adjusted, provided the adjustment is not inconsistent with the terms of the  
20 agreement.  
21

22 3.2 Procedure  
23

24 The parties hereto acknowledge that it is usually most desirable for an employee and the  
25 immediately involved supervisor to resolve problems through free and informal communications.  
26 If, however, such informal processes fail to satisfy the grievant, a grievance may be processed as  
27 follows:  
28

29 A. The grievant or Association shall present the grievance in writing within ten (10) days  
30 of the occurrence of the event giving rise to the grievance specifying the article and clause  
31 alleged to have been violated and stating the remedy sought, to the supervisor immediately  
32 involved. The supervisor shall provide a written answer to the grievance of the aggrieved  
33 within ten (10) days after the receipt of the grievance.  
34

35 B. If the grievance is not resolved at Step A, the aggrieved or Association may refer the  
36 grievance to the Superintendent or official designee within ten (10) days after the receipt of the  
37 Step A answer. The Superintendent shall arrange for a meeting to take place within ten (10)  
38 days of his receipt of the appeal. Within ten (10) days of the meeting, the grievant shall be  
39 provided with the Superintendent's written response.  
40

41 C. If the Association is not satisfied with the disposition of the grievance at Step B or the  
42 time limits expire without the issuance of the Superintendent's written reply, the Association may  
43 submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration  
44 Rules of the American Arbitration Association, which shall act as the administrator of the  
45 proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the  
46 Step B answer, then the grievance shall be deemed withdrawn.  
47

1  
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3 ARTICLE III

4  
5 GRIEVANCE PROCEDURE

6  
7 3.2 Procedure

8  
9 C.

10 1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the  
11 provisions of this agreement. His authority shall be strictly limited to deciding only the  
12 issues presented to him in writing by the School District and the Association, and his  
13 decision must be based only upon his interpretation of the meaning or application of the  
14 express relevant language of the agreement.

15  
16 2. Each party shall bear the full costs for its representation in the grievance procedure.

17  
18 3. If either party requests a transcript of the proceedings, that party shall bear full costs for  
19 that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided  
20 equally between the Board and the Association.

21  
22 4. Each party shall bear equally the costs of the arbitrator and the AAA.

23  
24 3.3 Constraints

25  
26 A. Failure of a grievant or Association to act on any grievance within the prescribed time  
27 limits will bar any further appeal. An administrator's failure to give a decision within the  
28 time limits shall permit the grievant to proceed to the next step. Time limits shall be extended  
29 by mutual consent.

30  
31 B. Any investigation, handling, or processing of any grievance by the grievant shall be  
32 conducted so that instructional programs and related work activities of the grievant or the  
33 teaching staff are not interrupted.

34  
35 C. Step A of the grievance procedure may be bypassed and the grievance brought directly  
36 to Step B if mutually agreed upon by the employee and the Superintendent.

37  
38 D. If the Superintendent and Association mutually agree, a grievance may be submitted  
39 directly to arbitration.

40  
41 E. Class grievances involving one or more grievants, or one or more supervisors, and  
42 grievances involving an administrator above the building level may be initially filed by the  
43 Association at Step B.

44  
45 F. If the Association or any grievant files any claim or complaint in any form other than  
46 under the grievance procedure of this agreement, then the Board shall not be required to process  
47 the said claim or set of facts through the grievance procedure.

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3 ARTICLE III

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5 GRIEVANCE PROCEDURE

6  
7 3.3 Constraints

8  
9 G. The Board acknowledges the right of the grievant to be present and have a local  
10 Association representative present, if the grievant requests one, at the informal process, or at  
11 Step A or Step B and any Association representative, if the grievant requests one, present at  
12 Step C.

13  
14 H. No reprisal shall be taken by the Board or the administration against a grievant because of  
15 his/her participation in a grievance.

16  
17 I. When necessary, the grievant will be released from his/her regular assignment without  
18 loss of pay or benefits to attend the meetings specified in 3.2 A-C.

19  
20 J. A grievance may be withdrawn at any time without establishing a precedent.

21  
22 K. All records (written and electronic) related to a grievance will be filed separately from  
23 the grievant's personnel file.

24  
25 3.4 Released Time

26  
27 During any arbitration hearing, if the arbitrator requests, the individual grievant will be  
28 released from regular assignment without loss of pay and an Association representative may  
29 appear at the arbitration hearing providing the representative will reimburse the District for  
30 the cost of the substitute.  
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3 ARTICLE IV  
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5 TEACHERS AND ASSOCIATION RIGHTS  
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7  
8 4.1 Personnel File  
9

10 Each teacher will have the right, upon written request 48 hours in advance, to review the  
11 contents of his/her personnel file during normal business hours and to place therein written  
12 reactions to any of its contents provided an administrator or his designee will be present during  
13 any such inspection.  
14

15 4.2 Maintenance of Files  
16

17 All reprimands and disciplinary actions that are withdrawn by the administration shall be  
18 removed from all written and electronic files by the Superintendent or his designee.  
19

20 4.3 Teacher Discipline  
21

22 When a tenured teacher is given a written reprimand or suspended without pay, the teacher  
23 will be given a written reason. The written reprimand or suspension without pay will be for  
24 cause, said teacher may request a meeting with his/her immediate supervisor. If, after said  
25 meeting, the teacher is dissatisfied with the results of that meeting, the teacher may request a  
26 meeting with the Superintendent. If after that meeting, the teacher is still dissatisfied, the  
27 teacher may request a meeting with the Board. The teacher will be entitled to have an  
28 Association representative present at any step of the procedure. No written reprimand will  
29 be placed in the teacher's permanent file without the teacher's knowledge. Specifically  
30 excluded from this provision, are teacher evaluation procedures.  
31

32 4.4 Right to Representation  
33

34 When a teacher is required to appear before the Board, the teacher will be entitled to  
35 have an Association representative in attendance at the meeting. The teacher will have written  
36 notice at least three (3) days prior to the Board meeting.  
37

38 4.5 Association Rights  
39

40 A. Use of School Building  
41

42 The local Association shall have the right, upon approval of the Superintendent or  
43 designee to use the school building for meetings at a time when school is not in session provided  
44 that such meetings do not interfere with instructional and/or extra-curricular programs. All  
45 meeting areas shall be approved by the Superintendent or his designee. Whenever special  
46 custodial service is required, the Board may make a reasonable charge for the service.  
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3 ARTICLE IV

4  
5 TEACHERS AND ASSOCIATION RIGHTS

6  
7 4.5 Association Rights

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9  
10 B. Use of School Business Equipment

11  
12 With the approval of the Superintendent or his designee, the Association shall be allowed  
13 the use of school business equipment except for unit office equipment, provided that the use  
14 of said equipment does not interfere with instructional and/or extra-curricular programs.  
15 The Association shall purchase all supplies and materials used in the business of the  
16 Association. School business equipment shall not be taken from the District's building unless  
17 prior approval of the building principal is given.  
18

19 C. Use of Bulletin Boards and Mailboxes

20  
21 The local Association shall have the right to post notices of activities and matters of  
22 Association concern on a designated bulletin board in the teachers' lounge. The Association may  
23 use the teachers' mailboxes for communications to bargaining unit members.  
24

25 4.6 Dues

26  
27 A. The Board will deduct from each teacher's pay the current dues of the Association,  
28 provided that the Board has a teacher executed authorization for continuing dues deduction,  
29 the amount of which will be annually certified by the Association. The authorization  
30 will remain in effect from year to year, except that the teacher may revoke it in the authorized  
31 manner upon written request. Upon receipt of any revocation, the Board will notify the  
32 Association in writing of the same.  
33

34 B. All dues deducted by the Board will be remitted to the Association no later than ten  
35 (10) weekdays after such deductions are made.  
36

37 C. The Board shall have no responsibility for collecting past or overdue Association dues.  
38

39 4.7 Fair Share

40  
41 A. Each bargaining unit member, as a condition of his/her employment, on or before  
42 thirty (30) days from the date of commencement of duties or the effective date of this  
43 Agreement, whichever is later, will join the Association or pay a fair share fee to the  
44 Association, including local, state and national dues.  
45

46 B. In the event that the bargaining unit member does not pay his/her fair share fee directly  
47 to the Association by a certain date as established by the Association, the Board shall deduct  
48 the fair share fee from the wages of the non-member.  
49

50 C. Such fee shall be paid to the Association by the Board no later than ten (10) days  
51 following deductions.  
52

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3 ARTICLE IV

4  
5 TEACHERS AND ASSOCIATION RIGHTS

6  
7  
8 4.7 Fair Share

9  
10 D. In the event of any legal action against the Employer brought in a court or administrative  
11 agency because of its compliance with this Article, the Association agrees to defend such  
12 action, at its own expense and through its own counsel, provided:

- 13  
14 1. The Employer gives immediate notice of such action in writing to the  
15 Association and permits the Association intervention as a party if it so  
16 desires, and  
17  
18 2. The Employer gives full and complete cooperation to the association  
19 and its counsel in securing the giving evidence, obtaining witnesses and  
20 making relevant information available at both trial and all appellate levels.  
21

22 E. The Association agrees that in any action so defended, it will indemnify and hold  
23 harmless the Employer from any liability for damages and costs imposed by a final  
24 judgment of a court of administrative agency as a direct consequence of the Employer's  
25 compliance with this Article.

- 26  
27 1. It is expressly understood that this save harmless provision will not  
28 apply to any claim, demand, suit or other form of liability which may arise  
29 as a result of any type of willful misconduct by the Board or the Board's  
30 imperfect execution of the obligations imposed upon it by this Article.  
31

32 F. The obligation to pay a fair share fee will not apply to any Employee who, on the basis  
33 of a bonafide religious tenet or teaching of a church or religious body of which such Employee  
34 is a member, objects to the payment of a fair share fee to the Association. Upon proper  
35 substantiation and collection of the entire fee, the Association will make payment on behalf  
36 of the Employee to a mutually agreeable non-religious charitable organization as per  
37 Association policy and the Rules and Regulations of the Illinois Education Labor Relation  
38 Board (see page 23, "Religious Dissenters").  
39

40 G. The above Fair Share is not subject to grievance.  
41

42 4.8 Curriculum

43  
44 A curriculum Advisory Committee will be organized by each building principal  
45 and will make recommendations to the Superintendent.  
46

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3 ARTICLE V  
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5 EMPLOYMENT CONDITIONS  
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8 5.1 School Calendar  
9

10 A. Input  
11

12 The Association will have input on the design of the school calendar. A member of the  
13 Association will meet with the Board, or a Board representative, and the administration, or an  
14 administration representative, at least 30 days prior to the adoption of the calendar. The  
15 input on the school calendar by the Association is advisory only. The Board retains the final  
16 authority when it adopts the school calendar.  
17

18 B. Length  
19

20 The school calendar shall not consist of more than 185 days including institutes,  
21 workshop days, student attendance and parent-teacher conference days. When NOT used  
22 emergency days shall be used to reduce the school calendar length.  
23

24 C. Salary Basis  
25

26 The salary schedule will be based on 185 days.  
27

28 5.2 Work Day  
29

30 Certified employees are expected to be in the building by 8:00 a.m. and in their  
31 classrooms by 8:10 a.m. The regular work day for all certified employees shall be no longer  
32 than seven and one-half (7 1/2) consecutive hours except for:  
33

- 34 A. Meetings scheduled by the administration
- 35 B. Open House
- 36 C. Scheduled parent/student/teacher conferences
- 37 D. Emergency situations which endanger the student's welfare and  
38 safety as determined by the Superintendent.  
39

40 Teachers who have extra-curricular assignments shall be required to remain past the regular  
41 work day to perform those duties.  
42

43 5.3 Preparation Time  
44

45 A. Each full-time teacher ECE-12 will have 225 minutes of preparation time during  
46 the five (5) day week. A proportional amount of preparation time will be provided in shorter  
47 weeks.  
48

49 B. Special Education teachers (teachers who exclusively teach students with an IEP)  
50 will be given one mutual IEP planning day in the Spring of the school year. The District will  
51 provide release time. The IEP planning will be done on school premises.  
52

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3 ARTICLE V  
4

5 EMPLOYMENT CONDITIONS  
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8 5.4 Teaching Assignments  
9

10 A. All teachers will be given written notice of their tentative assignment for the following  
11 school year one day prior to the announcement to the staff and public and at least sixty (60)  
12 days prior to the beginning of such school year. If an emergency arises as determined by the  
13 administration which necessitates a change in such assignment, the teacher shall be informed  
14 and given an opportunity to discuss such changes. If the change is unacceptable to the teacher,  
15 the teacher shall be given an opportunity to resign without penalty.  
16

17 B. In the case of a change of teaching assignment from the prior school year:  
18

19 1. The teacher shall be notified five (5) weekdays prior to the Board of Education  
20 meeting at which teaching assignments are to be finalized.  
21

22 2. The teacher shall be given the opportunity to discuss the proposed assignment with  
23 the building principal and/or the superintendent in a professional/confidential manner  
24 prior to the Board of Education meeting referred to 5.4 B.1.  
25

26 5.5 Professional Improvement  
27

28 A. After prior application to and with the approval of the Superintendent or designee,  
29 staff members may be released with full pay to attend conventions, professional meetings and  
30 workshops, visit exemplary programs, and participate in other professional growth activities  
31 related to the teacher's field as determined by the Superintendent.  
32

33 B. Each certified staff member may attend one conference or meeting as described above  
34 not to exceed three (3) days in length and within the boundaries of the State of Illinois. The  
35 Superintendent may waive the three (3) days and in-state restriction.  
36

37 C. Occasionally, the administration will request that a certified staff member attend a  
38 professional meeting that will lend special training and exposure to his/her area of  
39 preparation or responsibility.  
40

41 In such cases, the District shall pay for the expenses for lodging, meals, mileage,  
42 registration fees and gratuities.  
43

44 D. Each certified staff member attending a meeting within the State of Illinois will be  
45 allowed the following expenses, provided by the District:  
46  
47  
48  
49  
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1  
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3 ARTICLE V  
4

5 EMPLOYMENT CONDITIONS  
6  
7

8 5.5 Professional Improvement  
9

10 D.  
11

- 12 1. Lodging for one night. (Rate pre-approved by the  
13 Superintendent.)  
14 2. Meals for two days. Not to exceed \$30.00/day.  
15 3. Mileage expense to be reimbursed per the current IRS mileage rate.  
16 4. Registration fees and gratuities.  
17 5. When estimated expenses exceed \$50.00, an advance  
18 may be requested.  
19

20 Prior to the reimbursement by the District, the employee shall present receipts verifying  
21 such expenses.  
22

23 5.6 Lunch Time  
24

25 All teachers in Grades K-12 will have a duty free lunch time of a minimum of 40 consecutive  
26 minutes between the hours of 11:00 a.m. and 1:00 p.m.  
27

28 5.7 Class List Development  
29

30 Teachers will have input into class list development based on knowledge of the  
31 individual student in order to facilitate a heterogeneous and well-balanced mix.  
32

33 This opportunity will be available only at the K-8 grade levels.  
34

35 5.8 Vacant Positions  
36

37 Any faculty positions, administrative, or extra-curricular opportunities in the district  
38 which become available will be posted in both lounges or mailed to all faculty. This  
39 notification will be made at the same time that the administration begins its search. Any district  
40 employee who is certified for these vacancies will have an opportunity to apply and will be  
41 looked at first.  
42

43 5.9 Relocation of Teaching Station  
44

45 Involved teachers will receive advance notice of classroom changes two weeks prior to  
46 the physical movement of materials and equipment. All teachers involved will have the  
47 opportunity to assist in the movement of classroom materials and equipment.  
48

1  
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3 ARTICLE V  
4

5 EMPLOYMENT CONDITIONS  
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8 5.10 Teacher Aide Availability  
9

10 All unassigned teacher aide time shall be made available on an equal basis on a monthly sign-  
11 up process in each office.  
12

13 A. Each principal shall determine the amount of teacher aide time available for the coming  
14 school month on the last day of the current school month.  
15

16 B. Each teacher who is interested in using a teacher aide shall on the last school day of the  
17 current month sign up for use of a teacher aide during the next month.  
18

19 5.11 Morning Door Duty  
20

21 Elementary door duty will be assigned to non-certified personnel.  
22  
23

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3 ARTICLE VI

4  
5 TEACHER EVALUATION

6  
7  
8 6.1 Procedures

9  
10 A. Probationary teachers shall be evaluated at least twice every year. Tenured teachers shall  
11 be evaluated at least once every two years; if the tenured teacher desires an annual evaluation, it  
12 will be provided upon written request to their principal. Prior to a formal observation, the  
13 evaluator shall make his/her presence known to the teacher and inform the teacher that the  
14 teacher shall be formally evaluated.

15  
16 B. A conference shall be held within fifteen (15) school days following the formal  
17 evaluation to discuss the evaluation.

18  
19 C. Nothing contained herein shall limit the right of the administration to evaluate a  
20 teacher's performance of assigned duties.

21  
22 D. Agreeing to the procedures delineated above does not limit the right of management to  
23 utilize informal observations, or other evaluative criteria for considering competency of any  
24 employee.

25  
26 E. Any grievance filed relative to this article shall be limited to violations of the specific  
27 procedures as outlined above. All other aspects of evaluation, including but not limited to  
28 criteria, instruments, or personalities shall not be grievable.

29  
30 F. Right to Respond

31  
32 A teacher may put in writing any objections to any written evaluation in the teacher's  
33 file. Such objections shall be attached to the evaluation report and placed in the teacher's file. A  
34 copy of the original evaluation report and the teacher's objections shall be given to the  
35 teacher. The written objections shall be signed and dated by the teacher.

1  
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3 ARTICLE VII  
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5 TEACHER COMPENSATION AND FRINGE BENEFITS  
6

7  
8 7.1 Salary Schedule  
9

10 The salary schedule will be as set forth in Appendix A, which is attached hereto and  
11 incorporated into this agreement.  
12

13 7.2 Supplemental Assignments  
14

15 The pay schedule is set forth in Appendix B, which is attached hereto and incorporated  
16 into this agreement. The compensation for Appendix B duties will be added to the teacher's  
17 salary and will be paid in equal installments each pay period, or lump sum payment at the end  
18 of the season or activity. Teacher shall within 10 days of the assignment notify the office of the  
19 pay procedure desired.  
20

21 All percentages referred to in Appendix B are to be applied to the base figure in Appendix  
22 A.  
23

24 7.3 Payroll Installments  
25

26 Each teacher will be paid on the basis of 26 bi-weekly installments, or 20 bi-weekly  
27 installments. If the pay date falls on a school holiday, then the payment will be issued on the  
28 preceding school day. Teachers will provide the unit office with all necessary salary  
29 information by the 3rd working day of the school year. Individual changes to salary  
30 deductions will not be made after the second pay period in September, except for the flex  
31 plan deductions and unforeseen circumstances.  
32

33 7.4 Health Insurance  
34

35 The Board of Education will pay full single coverage for each teacher, except that any  
36 teacher who prior to July 1, 1996 had elected not to accept insurance shall have the option of  
37 receiving cash equal to the per capita contribution made by the Board to fund the Board paid  
38 insurance benefit. This election shall be a one-time option for the teacher and once a teacher  
39 elects to receive insurance rather than cash, no cash option shall thereafter be available to the  
40 teacher. The cash-insurance option shall be administered through the District's flex plan and  
41 consistently with the rules applicable to Internal Revenue Code Section 125 and the  
42 Teacher Retirement System of Illinois. The health insurance plan shall be selected by the  
43 LEA. Retired staff who wish to retain coverage may do so by making arrangements with the  
44 Superintendent for payment of premiums.  
45

46 The Lexington Board of Education will make available a Flexible Benefit Program to  
47 all employees of Lexington Unit District #7. The program will include all of the options  
48 (unreimbursed medical expenses, including optical and dental, health insurance premiums and  
49 dependent care) as provided by law. The dollar amount which may be tax sheltered will be  
50 determined by the employee subject to the amounts set by the employer in accordance with  
51 state and federal guidelines. Annual reinstatement of the flexible benefit program shall be upon  
52 mutual agreement by the Board and LEA.

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2  
3 ARTICLE VII  
4

5 TEACHER COMPENSATION AND FRINGE BENEFITS  
6

7 7.4 Health Insurance  
8

9 For the 2006-007 school year, Blue Cross Blue Shield health plan will be adopted as  
10 the major medical health insurance plan. The LEA will notify the Board of Education by July  
11 1, 2007 of any changes in the health insurance plan.  
12

13  
14 7.5 Life Insurance  
15

16 All regularly employed certified teachers are entitled to a \$35,000 Group Life Insurance  
17 Policy selected by the Board.  
18

19 7.6 Sheltering Teacher Retirement Contribution  
20

21 According to authority granted to the Board of Education, the Board of Education agrees to  
22 pay to the Teacher Retirement System on behalf of each teacher, a factor of 1.103753 of  
23 earnings reflected for each teacher and the 1.40% of creditable earnings of each teacher for  
24 TRS Medical Insurance on all compensation. The Board will continue to pay to TRS from  
25 future established compensation schedules, on behalf of each teacher, the required percentage  
26 of the teacher's respective gross schedule earnings. Should any of the above be declared  
27 improper by an IRS ruling or opinion, that clause or portion thereof shall be deleted from  
28 this agreement to the extent that it violates the ruling or opinion.  
29

30 7.7 College Credit  
31

32 Teachers who earn graduate hour credit will be advanced on the salary schedule provided the  
33 following requirements have been met:  
34

35 A. The teacher will present a request for course subject approval fifteen (15) days prior to  
36 commencement of said course to the Superintendent.  
37

38 B. The Superintendent will accept or reject the course based on its pertinence to the area of  
39 education or as the course relates to subject(s) taught.  
40

41 C. Once advance approval for the course is given and the course is taken the following  
42 conditions must be met prior to the teacher receiving the appropriate salary schedule placement:  
43

44 1. All hours must be earned at an accredited university.  
45

46 2. A copy of a grade card or a transcript from that university demonstrating successful  
47 completion must be on file in the District's Administrative office.  
48

49 D. The superintendent may approve a graduate program of study leading to a graduate  
50 degree in which case all classes taken pursuant to the program are automatically approved and  
51 need not be approved on an individual basis.  
52

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5 ARTICLE VII  
6

7 TEACHER COMPENSATION AND FRINGE BENEFITS  
8

9 7.7 College Credit  
10

11 D. Teachers will advance to the appropriate earned step on the salary schedule at the  
12 beginning of the academic year.

13  
14 E. Reimbursement Tuition  
15

16 All teachers shall be reimbursed \$100.00 per approved semester hour of credit earned  
17 each year. Such reimbursement shall be paid along with the first scheduled pay of the new  
18 school year, upon submittal of an official grade card from the institution where the credit was  
19 earned. In order for an employee to move horizontally on the salary schedule he/she must  
20 present an official transcript of credit.  
21

22 F. The dispersement of tuition credit waivers will be in the following manner:  
23

- 24 1. Waivers will be given to staff members identified by ISU as having earned said waivers.  
25  
26 2. Should the staff member elect not to use the tuition waivers, they are to be given to the  
27 L.E.A. for a fair and equitable distribution among remaining staff members.  
28

29 7.8 Teaching Credit  
30

31 A. Initial Employment  
32

33 Partial credit may be given for teaching experience outside of Unit #7. Each year of  
34 military experience will be credited as teaching experience up to a maximum of two years.  
35 Fractional parts of years may count as a full year's credit only once. What constitutes a  
36 legitimate fraction is left to the Board's discretion. Each case of part-day teaching experience of  
37 extended length (one semester or more) is to be considered individually by the Board to  
38 determine credit given for experience on the salary schedule.  
39

40 B. Continuing Employment  
41

42 Employment for 100 or more days will earn an additional year's experience on the salary  
43 schedule.  
44

45 7.9 Extended Employment  
46

47 If the Board chooses to grant extended contracts the following shall be applicable: The  
48 salary shall be determined by 1/185ths of the teacher's salary schedule amount.  
49

50 Summer school shall be an amount equal to or greater than the hourly rate of the employee  
51 in the immediately preceding school year, with a minimum of \$15.00 per hour.  
52

1  
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3 ARTICLE VII  
4

5 TEACHER COMPENSATION AND FRINGE BENEFITS  
6

7 7.10 Retirement Plan  
8  
9

10 The employer shall provide a severance benefit to any bargaining unit member who not later  
11 than March 1 in any given year submits his or her irrevocable notice of retirement containing a  
12 certain retirement date. No such retirement date shall be more than three years later than the end  
13 of the school year in which the notice is given. In an emergency, the Superintendent may, at his  
14 discretion, approve a request to retire if the notice is received after March 1. Access to any  
15 incentive or benefit under this provision shall require the employee seeking the incentive or  
16 benefit, to retire pursuant to the notice contemplated herein and pursuant to a TRS retirement  
17 program as contemplated herein. Beginning with the school year in which the irrevocable  
18 retirement notice is given and continuing until the employee's retirement, the employee shall be  
19 removed from the district's teacher salary schedule and the teacher's TRS creditable earnings  
20 shall be established for each year of active employment remaining for the teacher (not more than  
21 four (4) years) to equal 106% of the teacher's previous year's creditable earnings and such  
22 teacher shall be ineligible for any other increase in creditable income of any kind that would  
23 impact the employer's 6% TRS cap liability.  
24

25 At the time of the employee's retirement, the employer shall pay a post retirement lump sum  
26 equal to the 2.2 option increase previous paid by the employee. In addition, each employee will  
27 be paid a retirement bonus of \$3500 (three thousand, five hundred dollars). Such lump sum shall  
28 be a retirement bonus, shall not be TRS creditable earnings and shall be paid after the  
29 employee's last pay check is issued at least 31 (thirty-one) days after the employee's retirement  
30 but earlier than 60 (sixty) days after the employee's retirement.  
31

32 For those eligible teachers, the District will pay the members optional increase in retirement  
33 annuity (any amount of this upgrade already paid for the teacher shall be reimbursed by the  
34 District) as stated in 40 ILCS 5/16-129.1(b) for all years of creditable service earned before July  
35 1, 1998. The amount of the contribution will be determined by the Illinois Teachers' Retirement  
36 System upon retirement and submitted to the District Office.  
37

38 The intent of the parties is that the employer shall not experience any penalty for payment to any  
39 teacher of any creditable earnings in excess of six percent resulting from these payments and the  
40 bargaining that resulted in this provision was premised on that understanding.  
41

42 Once an irrevocable notice of retirement is submitted, the employee will not be assigned an  
43 additional extra duty not currently being performed without the consent of the employee. If the  
44 employee resigns from, fails to perform or is removed from duties for which the employee was  
45 compensated the previous year (extra duties, for example) the employee's nonexempt TRS  
46 creditable earnings will be adjusted accordingly.  
47  
48  
49  
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3 ARTICLE VIII

4  
5 LEAVES

6  
7 8.1 Paid Leaves

8  
9 A. Sick Leave, Prenatal Disability, Postnatal Disability

10  
11 Each teacher will be granted 15 sick leave days per year without loss of pay. Unused sick  
12 days will accumulate up to a maximum of 360. The maximum accumulation allowed for TRS  
13 credit (currently 340 days) will remain under the control of TRS. Unused sick days may be used  
14 by any regular teacher to fulfill the maximum credit allowed by TRS. The Board has no  
15 obligation to reimburse a teacher for sick days not used for TRS credit upon their resignation or  
16 retirement. Sick leave will be interpreted to mean personal illness, quarantine at home, or illness  
17 or death in the immediate family or household. The immediate family, for the purpose of this  
18 article, will include parents, spouse, siblings, children, grandparents, grandchildren, parents-in-  
19 law, siblings-in-law, legal guardians, or any person living under the same roof except those who  
20 pay for the privilege.

21  
22 Prenatal and/or postnatal disability qualifies as sick days for the biological mother. Requests  
23 for use of sick days for prenatal and/or postnatal disability must be accompanied by a letter from  
24 the employee's physician certifying the amount of time/number of sick days to be used. In  
25 addition to using paid sick days for prenatal and/or postnatal disability, the employee will be able  
26 to use their remaining paid sick days to extend their paid leave up to twelve (12) weeks.

27  
28 Excessive absenteeism or a recurring pattern of absenteeism will be reviewed by the  
29 Superintendent and/or his designee. The Superintendent may require a physician's  
30 certificate as a basis for pay after an absence.

31  
32 Prior to the first pay date, the Administration will furnish each teacher with a written  
33 statement setting forth the total number of accumulated days of sick leave.

34  
35 B. Personal Leave With Pay

36  
37 1. At the beginning of each school year, each Bargaining Unit Member will be credited  
38 with three (3) paid non-accumulative days to be used for personal leave. At the end of each  
39 school year, unused days will be reimbursed to the teacher at the daily pay rate for a  
40 substitute teacher. A Bargaining Unit Member planning to use a personal leave day or days  
41 will notify his/her principal/supervisor at least three days in advance, except in cases of  
42 emergency; it will not be required to state a reason for the leave. No days may be used  
43 immediately before or immediately after a holiday unless prior approval is granted by the  
44 Superintendent of Schools. Prior approval is not necessary in emergency situations.

45  
46 a. Such personal leave may not be used in increments of less than one-half day at a  
47 time.

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2  
3 ARTICLE VIII  
4

5 LEAVES  
6

7 8.1 Paid Leaves  
8

9 B. Personal Leave With Pay  
10

- 11 b. Personal leave normally CANNOT be used during the first week and the last week  
12 of the school year without special advance written permission of the Superintendent.  
13

14 2. Conditions for Leave  
15

- 16 a. These leave days are subject to the availability of a substitute;  
17 b. Normally no more than two (2) employees per building may be  
18 granted personal leave for the same day.  
19  
20

21 C. Business Day Leave With Pay  
22

23 At the beginning of each school year each Bargaining Unit Member will be credited with  
24 two (2) paid non-accumulative days absence for funerals or for business reasons. The  
25 Bargaining Unit Member planning to use a business leave day or days will notify  
26 his/her principal/supervisor at least three (3) days in advance, except in cases of emergency.  
27 This will be without payroll deductions, but the faculty member will pay the school district at  
28 the rate paid to substitute teachers for each day per employee leave.  
29

- 30 a. These leave days are subject to the availability of a substitute;  
31 b. Normally no more than two (2) employees per building may be  
32 granted business leave for the same day.  
33

34 D. Association Leave With Pay  
35

36 The President of the Association may have two days of professional leave or the  
37 President and a designee may have one day each to attend a State or Regional professional  
38 meeting. The Association will reimburse the District the daily substitute teacher rate for each  
39 day per employee leave.  
40

41 8.2 Leaves Without Pay  
42

43 A. Tenured teachers who wish to apply for maternity or child care leave of absence  
44 without pay shall make written application for the leave with the Superintendent no later than  
45 sixty (60) days prior to the date that the leave is to commence.  
46

47 B. The leave of absence shall be for a fixed period, mutually agreed upon by the teacher  
48 and the Superintendent, but not to exceed one (1) calendar year in duration.  
49  
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3 ARTICLE VIII

4  
5 LEAVES

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7  
8 8.2 Leaves Without Pay

9  
10 C. The reinstatement will be in a similar capacity at a time mutually consistent with the  
11 needs of the District as determined by the Board of Education.

12  
13 D. Teachers on such leave may continue insurance benefits subject to the insurance  
14 carrier and if they reimburse the District the costs of the insurance premium at least ten (10)  
15 days prior to the due date.

16  
17 E. A tenured teacher on maternity leave without pay, will retain their tenure, seniority, and  
18 unused sick leave days until they return to the district to a position for which they are  
19 certified and qualified.

20  
21 8.3 General Leave of Absence Without Pay

22  
23 Leaves of absence without pay may be granted to tenured employees who desire to return to  
24 employment in a similar capacity at a time mutually consistent with the needs of the District as  
25 determined by the Board. Leaves may be granted with the following conditions:

26  
27 A. Written requests for general leaves will be made at least 90 days before the leave is  
28 desired.

29  
30 B. Teachers will not advance on the salary schedule while on general leave unless the  
31 teacher works at least 90 days in any given school year in which the leave is effective.

32  
33 C. The teacher will inform the Superintendent of his/her intent to return to a similar  
34 position for the following school year not later than March 1st.

35  
36 D. A teacher on a general leave will not lose tenure.

37  
38 E. A teacher on a general leave may continue insurance benefits subject to the insurance  
39 carrier and if they reimburse the District the costs of the insurance premium at least ten (10)  
40 days prior to the due date.

41  
42 F. Dates of departure and return must be acceptable to the Superintendent and determined  
43 prior to initiating the request.

44  
45 G. Leaves of less than one month, if acceptable and approved by the Superintendent will not  
46 require Board approval.

47  
48 H. All unpaid leave will result in a deduction in pay at the daily rate equal to 1/185<sup>th</sup> of the  
49 annual contracted salary.

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5 ARTICLE VIII  
6

7 LEAVES  
8

9 8.4 Sabbatical Leave  
10

11 A. Each teacher employed by Unit #7 for at least six (6) consecutive years may apply  
12 for a sabbatical leave.  
13

14 B. Written requests for sabbatical leaves will be made at least 90 days before the leave is  
15 desired.  
16

17 C. Teachers will not advance on the salary schedule while on sabbatical leave unless the  
18 teacher works at least 90 days in any given school year in which the leave is effective.  
19

20 D. The teacher will inform the Superintendent of his/her intent to return to a similar  
21 position for the following school year not later than February 1st.  
22

23 E. A teacher on a sabbatical leave will not lose tenure.  
24

25 F. A teacher on a sabbatical leave may continue insurance benefits subject to the  
26 insurance carrier and if they reimburse the District the costs of the insurance premium at least  
27 ten (10) days prior to the due date.  
28

29 G. Dates of departure and return must be acceptable to the Superintendent and determined  
30 prior to initiating the request.  
31  
32

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3 ARTICLE IX  
4

5 REDUCTION IN FORCE  
6

7 9.1 Consultation  
8

9 The Board reserves the right to reduce the number of teachers, when in its judgment the best  
10 interest of the District shall be served by such action. The Board will first remove or  
11 dismiss all probationary certificated teachers before dismissing tenured teachers who are  
12 legally qualified (as per ISBE Document One) to hold a position currently held by  
13 probationary teachers.  
14

15 9.2 Tenured Positions  
16

17 When all probationary teachers have been removed or dismissed as stated in 9.1, the Board  
18 will then remove tenured teachers on the basis of seniority. In those instances when two or  
19 more tenured teachers are legally qualified to hold a position, the Board will remove those  
20 tenured teachers with the least seniority.  
21

22 9.3 Seniority List  
23

24 The District will establish and maintain a seniority list of all District tenured teachers and  
25 all positions for which they are qualified. The seniority list will reflect the criteria called for in  
26 this provision and will be given to the teachers for review by February 1st of each year.  
27 Any disagreements with the seniority listing will be made known to the Superintendent by  
28 March 1st of each year.  
29  
30

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3 ARTICLE IX

4  
5 REDUCTION IN FORCE

6  
7 9.4 Seniority Definition

8  
9 Seniority will be defined as the number of consecutive years of continuous teaching service  
10 to the District. The following criteria will be used in determining which teacher(s) will be  
11 honorably dismissed by the Board:

12  
13 A. Continuous teaching service shall begin with the first day of contractual instructional  
14 service for which the employee is compensated. Instructional service does not include  
15 extra-curricular assigned duties.

16  
17 B. Less than full time consecutive years of employment will be counted as continuous  
18 service on a pro-rata basis.

19  
20 C. Approved leaves of absence (paid or unpaid) will not interrupt the consecutive years  
21 of continuous teaching service in the District; however, approved unpaid leaves of absence of 90  
22 consecutive days or more will not be counted in determining seniority.

23  
24 9.5 Seniority Ties

25  
26 If the seniority is equal between two or more teachers as defined in 9.4, then the following  
27 criteria will be used in determining which teacher(s) will be honorably dismissed by the Board:

28  
29 A. Seniority will be determined by the total number of years of teaching service in the  
30 District, regardless of continuity. In determining total years of service to the District, factors  
31 concerning leaves of absence and less than full-time teaching will be determined as in 9.4

32  
33 B. If seniority is still equal, then seniority will be determined by the teacher's approved  
34 position on the salary schedule. The teacher with the highest salary (approved horizontal  
35 position) will have the most seniority.

36  
37 C. If seniority is still equal, then the teacher with the most total years teaching experience  
38 in and out of the District will have the most seniority.

39  
40 D. If seniority is still equal, seniority will be determined by a random lot selection conducted  
41 by the Board. Each individual involved in the drawing shall be notified by certified mail of the  
42 date, time and place of the drawing one week prior to such drawing.

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3 ARTICLE IX  
4

5 REDUCTION IN FORCE  
6

7 9.6 Recall Rights  
8

9 If a position(s) becomes available within one (1) year, the recall will be as follows:  
10

11 A. Upon recall, teachers with the most seniority will be placed in the first available  
12 position for which they are qualified. No teacher with greater seniority will be moved solely  
13 to create a position for a teacher on recall.  
14

15 B. Failure to respond within five (5) calendar days after the receipt of the Board's letter to  
16 recall sent by certified mail to the teacher's address on file with the Board recalling such teacher,  
17 will result in termination of the teacher's rights of recall hereunder.  
18

19 C. If the Board has any vacancies for the following school year or within one calendar year  
20 from the beginning of the following school year, the positions thereby becoming available shall  
21 be tendered to the teachers so removed or dismissed so far as they are legally qualified to  
22 hold such positions.  
23  
24

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3 ARTICLE X  
4

5 EFFECT OF AGREEMENT  
6

7 10.1 Terms and Conditions  
8

9 A. The terms and conditions set forth in this agreement represent the full and complete  
10 understanding between the parties. The terms and conditions may be modified only through  
11 the written mutual consent of the parties.  
12

13 B. Should any article, section, or clause of this agreement be declared illegal by a court of  
14 competent jurisdiction, then that article, section, or clause shall be deleted from this  
15 agreement to the extent that it violates the law. The remaining articles, sections, and  
16 clauses shall remain in full force and effect.  
17

18 C. The Teachers' Association agrees not to strike, or engage in any concerted action which  
19 would tend to disrupt the operation of Lexington Community Unit District #7 during the  
20 life of said agreement. The Board agrees not to lockout the bargaining unit for the duration  
21 of this agreement.  
22

23 D. The Board reserves the right to pay above schedule to obtain or retain teachers, whenever  
24 in its judgment, the best interest of the district will be served.  
25

26  
27 Negotiations may begin in May, 2009, with the Superintendent and President of the LEA  
28 establishing the date and time of the first meeting. Negotiations shall be completed by the  
29 first day of the 2009/2010 school year.  
30

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This agreement shall become effective on July 1, 2009 and shall continue in effect until June 30, 2012.

In Witness Whereof:

FOR THE LEXINGTON EDUCATION  
ASSOCIATION

FOR THE LEXINGTON COMMUNITY  
DISTRICT #7 BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Secretary

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3 APPENDIX B  
4

5 EXTRA DUTY SALARY  
6

7 A. Extra duty salary shall be based upon the base of the Salary Schedule using Appendix B  
8 for ranges.  
9

10 B. Starting levels of all assignments will be determined by the Board of Education.  
11

12 C. Each of the following years the increment will be increased a minimum of one per cent  
13 (1%). If any position is shared by two persons, each shall receive the full annual increase.  
14 The Board of Education reserves the right to withhold the increment. Should the Board  
15 decide to withhold the increment, the employee will be notified in writing the reason(s) for such  
16 action.  
17

18 D. The Board of Education reserves the right to pay beyond the range when it deems it is  
19 the best interest of the District.  
20

21 E. A stipend of \$20.00 per hour will be paid for detention hall supervision. Detention hall  
22 supervisors will only be paid when supervising detentions from the principal's office, not for  
23 those assigned by teachers.  
24

25 F. A stipend of \$20.00 per hour will be paid for homebound tutoring.  
26

27 G. A stipend of \$10.00 per hour will be paid for Play Director's Assistants (music, sets,  
28 costumes, etc.) not to exceed \$350.00 per individual.  
29

30 H. A stipend of \$20.00 per hour will be paid to the accompanist for music contests  
31 including rehearsal time not to exceed \$700.00 per event.  
32

33 I. Committee Stipend—  
34

35 If the administration requires a teacher to serve on the school improvement, discipline  
36 committee or curriculum committee the teacher shall be reimbursed at the rate of \$20.00  
37 per hour.  
38

39 Provided the Illinois State Board of Education funds the Local Professional  
40 Development Committee, teachers serving on the LPDC committee shall receive \$20.00  
41 per hour up to a maximum aggregate cost of the reimbursement received by the District  
42 or \$1,000 whichever is less.  
43

44 J. A stipend of \$20.00 per hour will be paid for assigned supervision duties before and  
45 after school. Supervision duties assigned by an administrator shall be posted and  
46 made available to all certified staff.  
47  
48  
49  
50  
51  
52

APPENDIX B  
EXTRA DUTY SALARY

PERCENTAGE RANGE

8	CLASS SPONSORS:	
9	Senior Sponsor (2)	3
10	Junior Sponsor (2)	3
11	Sophomore Sponsor (2)	3
12	Freshman Sponsor (2)	3
13		
14	OTHER SPONSORS:	
15	High School Yearbook (2)	2 - 9
16	Instrumental Music Director	10 - 18
17	High School Music Chorus Director	2 - 9
18	High School Math Team	2 - 9
19	High School/Junior High Math Team Assistant	2 - 9
20	Musical/Play Director	2 - 9
21	Musical/Play Ass't Director	2 - 5
22	Grade School Speech (2)	2 - 9
23	Scholastic Bowl	2 - 9
24	High School Student Council (2)	2 - 9
25	Junior High Student Council (2)	3
26	History Club	2 - 9
27	National Honor Society Director	2 - 3
28	Elementary Character Education	1 - 3
29		
30	COACHING:	
31	Head H.S.B. Football	10 - 18
32	Head H.S.B. Basketball	10 - 18
33	Head H.S.G. Basketball	10 - 18
34	Head H.S.G. Volleyball	10 - 18
35	Head H.S.B. Baseball	10 - 18
36	Head H.S.G. Softball	10 - 18
37	HS Track	10 - 18
38	Competitive Cheerleading (Basketball season)	10 - 18
39	Golf	6 - 15
40		
41	J.H.B. Basketball (8th Grade)	6 - 15
42	J.H.G. Volleyball (8th Grade)	6 - 15
43	J.H.G. Basketball (8th Grade)	6 - 15
44		
45	Ass't H.S.B. Football	6 - 13
46	Ass't H.S.B. Basketball	6 - 13
47	Ass't H.S.G. Basketball	6 - 13
48	Ass't H.S.G. Volleyball	6 - 13
49	Ass't H.S.G. Softball	6 - 13
50	Ass't H.S.B. Baseball	6 - 13
51	Ass't HS Track	6 - 13
52		
53	H.S. Cheerleading (Football season)	3 - 11
54	J.H.B. Basketball (7th Grade)	6 - 15
55	J.H.G. Volleyball (7th Grade)	6 - 15
56	J.H.G. Basketball (7th Grade)	6 - 15
57		
58	J.H.B. Track	6 - 15
59	J.H.G. Track	6 - 15
60	J.H.B. Baseball	6 - 15
61	Weight Room Supervisor	2 - 9
62	G.S. Cheerleading	2 - 9

63  
64 All extra duty salaries shall be calculated using the base salary. The Board of Education will set salaries annually for duties  
65 within the ranges. The 8th grade coach will be the Head Coach unless otherwise designated by the Board of Education.  
66  
67