

AGREEMENT
BETWEEN
THE BOARD OF EDUCATION
DISTRICT #97

AND

LEWISTOWN FEDERATION OF TEACHERS

2019-2022

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ARTICLE I

Parties to the Agreement

This Agreement is made and entered into by and between the Board of Education of District #97, Fulton County, Illinois, hereinafter referred to as the "Board" or "Employer" and the Lewistown Federation of Teachers, Local 3936, Illinois Federation of Teachers, American Federation of Teachers, AFL-CIO, hereinafter referred to as the "Union" or "Federation."

ARTICLE II

Recognition, Jurisdiction and Scope

Section 1. For the purpose of collective bargaining with respect to wages, hours, terms and conditions of employment, the Board recognizes the Union as the sole and exclusive representative for all regularly employed full and part-time certificated teaching personnel, including guidance counselors and librarians - excluding only the superintendent, principals and other supervisory personnel as defined by the Illinois Education Labor Relations Act.

Section 2. Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or in the event the Congress or the Legislature enacts a law in conflict with any article, section or clause of this Agreement, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section or clause.

ARTICLE III

No Strike

During the term of this Agreement, no employee covered by this Agreement, nor the Federation, nor any person acting on behalf of the Federation, shall engage in any strike or slowdown which would disrupt the operation of the School District.

ARTICLE IV

Union Rights and Responsibilities

Section 1. The Federation shall be provided the following:

- A. The use of school buildings for meetings with prior approval from the building principal.
- B. The reasonable use of employee mailboxes, interschool mail and the bulletin boards in the teachers' lounges for the purpose of internal communication.
- C. The reasonable use of school business equipment as pre-approved by the principal or superintendent.
- D. Notice of all Board meetings with an attached agenda, if available, will be posted in each building in accordance with the Illinois Open Meetings Act.
- E. A copy of the minutes of public Board meetings shall be posted in each building the day after Board approval.
- F. Three (3) days per year to be used for Union business. The Union will reimburse the District for the cost of the substitute provided one is hired.

Section 2. Federation Consultation Committee

A committee of no more than three (3) members of the Lewistown Federation of Teachers, with the intent of having one member from each building, Lewistown Elementary, Central, and Lewistown High School, will meet monthly with the Administration to discuss matters of general concern and to air potential problems.

ARTICLE V

Discipline

Any action which could adversely affect the employment of an employee covered by this Agreement shall be dealt with in the following manner:

1. When an employee is required to appear before the Board and/or administrator concerning any matter which may adversely affect his/her employment, the employee shall be entitled to have a representative of the Federation present.
2. Employees shall be disciplined only for just cause. Discipline shall be progressive in nature and include oral warnings, written warnings, suspension with or without pay and discharge. The District retains the right to deviate from progressive discipline when circumstances justify a more serious disciplinary sanction.
3. Discipline will be exercised privately (subject to the presence of individuals specifically requested by the parties to be present) unless there is reasonable cause to believe that public intervention is needed in order to protect property or persons from harm or unless the employee is being insubordinate.

ARTICLE VI

Personnel File

Section 1. Only one official personnel file shall be kept for each employee. Only the material in the official personnel file may be used as documentation for events which relates to evaluation, discipline or the employment status of the employee.

Section 2. Any material to be placed in the official Board file shall be inserted in timely fashion, but not to exceed twenty (20) calendar days from the date of the event giving rise to the material to be inserted.

Section 3. Every employee shall be granted access to his/her personnel file and be allowed one copy of any and all file material within forty-eight (48) hours following the request for access to the file. Should the District office be closed during this time period, access will be granted the second day that the office is open.

Section 4. Neither an employee's official Board file nor any of its contents shall be copied or otherwise made known to other persons without the employee's permission either during or after his/her service in the school district, provided, however, that such a file be available to the Board, the superintendent, any administrator supervising the employee, and to persons as is required by law.

Section 5. Every employee shall receive a copy of any material added to his/her personnel file within forty-eight (48) hours of the materials being placed in the file. Should the district office be closed during this time period, the copy will be provided the second day that the office is open.

Section 6. Every employee shall have the right to add material to his/her official Board file and attach dissenting or explanatory material to any document or other piece of material in the file.

Section 7. No person shall remove any material from an employee's official Board file without mutual consent of the employee and the superintendent or his/her designee.

Section 8. Any documents or the contents thereof relating to employee evaluation or performance and all material placed in an employee's official Board file by an administrator or supervisor will be respected by the employee and the administration as confidential vis-a-vis students or the

employee for purposes of representation of the employee in the implementation of this Agreement, or by the Board in bringing charges.

Section 9. For the purposes of determining discipline for misconduct or performance deficiencies, file materials relating to prior discipline more than two years old may not be considered relevant unless the current or past misconduct involved the potential for harm to persons or property.

ARTICLE VII

Grievance Procedure

A. Definition: A grievance shall mean a complaint that there has been a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or that one or more bargaining unit members have been treated unfairly or inequitably according to established policy or practice governing or impacting bargaining unit members.

B. General Provisions:

1. No employee at any stage of the Grievance Procedure will be required to meet with any administrator or supervisor without a Union representative.
2. In all steps of the Grievance Procedure, if in the superintendent's opinion it becomes necessary for individuals to be involved during work hours, they shall be excused with pay for that purpose.
3. If a grievance arises from the action of an authority higher than the principal of the school, the Union may present such a grievance at the appropriate steps of the grievance procedure.
4. An employee who participates in the Grievance Procedure shall not be subject to disciplinary action or reprisal because of such participation.
5. The employee and his/her Union representative have the right to be present at all hearings and meetings referenced in this article, concerning his/her grievance.
6. The administration has the responsibility to consider and take action, within authority delegated to them, on grievances presented to them.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
8. In any instance where the Union is not representing the grievant, the administrator or supervisor receiving the grievance

or making the decision shall notify the Union in writing of all meetings, hearings and resolution which are referenced in this article at any level. The Union may appeal any decision which would seem either to violate any terms of the Agreement or to affect working conditions of the employees in the bargaining unit.

9. A grievance may be initiated and/or conducted by:
 - a. An employee in his/her own behalf,
 - b. An employee accompanied by a Union representative;
 - c. A Union representative at the employee's request;
 - d. The Union as sole and exclusive bargaining agent.

10. Conferences held under this procedure shall be conducted at a time and a place which will afford a fair and reasonable opportunity to attend for all persons entitled to be present.

All references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days shall mean days when the district's business offices are open.

11. All time limits may be extended by mutual agreement between the parties.

12. The parties may agree to settle a grievance at any stage without establishing a precedent.

C. Procedure for Adjustment of Grievances.

INFORMAL CONFERENCE: A Complaint shall first be discussed with the object of resolving the matter informally. In the event the matter is resolved informally and a Union representative was not present at the adjustment of the complaint, the principal or supervisor shall inform the Union President of the adjustment.

STEP ONE: In the event the matter is not resolved informally, the grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the principal or other appropriate supervisor within thirty (30) days of the event causing the grievance to be filed. The principal shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and/or his/her Union representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the principal shall

give his/her written decision. A copy of the decision shall be given to the Union.

STEP TWO: In the event the grievance has not been resolved in the first step, the Union or the grievant may file an appeal to the superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the principal's decision. Within ten (10) school days of the receipt of the appeal, the superintendent or his/her designee shall confer with the Union and the grievant in an effort to resolve the grievance. The superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and with the Union.

STEP THREE: In the event the grievance has not been resolved in the second step, the Union or grievant may submit a written appeal to the Board of Education. Such appeal shall be made within fifteen (15) school days after receipt of the superintendent's decision. No later than twenty-five (25) school days after receiving the appeal, the Board shall hold a hearing on the grievance. Within ten (10) school days after the hearing, the Board shall communicate its decision in writing and state its reasons, if requested, to the Union and the grievant.

STEP FOUR: Within thirty (30) school days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA) or to the Federal Mediation and Conciliation Service. The arbitrator shall follow the standard rules of the AAA and his/her decision shall be binding on all parties. Expenses for the arbitration services shall be borne equally by the Board and the Union.

ARTICLE VIII

Negotiation Procedures

The Board and Union agree to negotiate in good faith in accordance with this Agreement and The Illinois Education Labor Relations Act. This Agreement shall remain in full force and effect during the negotiations until either party gives five (5) days notice of the intent to terminate the Agreement. Such notice cannot be given earlier than five (5) days prior to the expiration date of the Agreement.

ARTICLE IX

Leaves of Absence

Section 1. SICK LEAVE.

Each year, full time certified teachers shall be granted sick days on the following scale:

Years of Service	Numbers of Sick Days
0-19	15
20+	16

Sick days may be used for personal illness, medical appointments or serious illness or death in the immediate family. For purposes of this article immediate family shall be defined as parents, step parents, spouse, domestic partner, brothers, sisters, children, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Certified teachers who are employed on a part time status shall have their sick days prorated for the year. Unused sick leave shall accumulate to 400 days. The DCFS definition will be used to define foster children. Bargaining unit members may use up to 30 days of sick time within 120 calendar days of the birth, adoption, or fostering of a child under 18 years of age.

Section 2. PERSONAL LEAVE.

- A. Teachers shall be allowed two (2) personal leave days per year.
- B. Requests for personal leave shall be made to the building principal three (3) days in advance of the day for which the leave is requested. Such a leave may be granted in a lesser time period if an emergency occurs. The building principal shall decide whether an emergency exists.
- C. No more than three (3) teachers per building shall be granted leave on a particular day, with the exception of the day before holidays and vacations when only two (2) per building shall be granted leave. In the event that the number of teachers requesting leave on a particular day exceeds three (3) per building, or two (2) per building on days preceding holidays or vacations, the superintendent has the authority to allow for

variances in the number of additional teachers from each building taking personal days.

- D. Unused personal leave days each year will be added to the yearly sick leave total.

Section 3. BEREAVEMENT LEAVE.

Each employee shall be granted two (2) days per occurrence to be used for bereavement in the case of death of an immediate family member. For purposes of this article immediate family shall be defined as: parents, step parents, spouse, brothers, sisters, children, foster children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. One day funeral leave shall be allowed for aunts, uncles, nieces or nephews or the corresponding relative of the staff member's spouse. These days shall not be subtracted from sick leave.

If at any time in connection with the death of an immediate family member it would necessitate taking more than two (2) days for bereavement leave, any time beyond two (2) days would be subtracted from the employee's sick leave.

The Board may grant additional bereavement leave at the Board's sole and exclusive discretion in cases of need upon written application by the employee.

Section 4. JURY LEAVE/COURT APPEARANCES.

The district will pay full salary during the time a teacher is on jury duty or if a teacher is subpoenaed to appear as a witness at a trial in any school-related matter pending in court or administrative hearing. The teacher shall remit to the district the reimbursement given to the teacher for jury duty, excluding out-of-pocket cost for transportation and parking or jury pay for non-duty days. However, this shall not apply to any situation in which the employee appears in an administrative hearing or in court for the purpose of obtaining legal relief from or against the district.

Section 5. PROFESSIONAL LEAVE.

- A. Professional leave is defined as meetings, conferences, or visitations which are associated with the position held at the Lewistown Schools, with the accompanying responsibilities applicable.

- B. Requests for professional leave will be made to the building principal at least one week in advance of the date to be requested.
- C. All requests for professional leave must contain the following information: Name of meeting, conference, or school to be visited; Date(s) being requested, how the staff member will personally benefit; How the school will benefit; Itemization of expenses involved.
- D. In order to be approved, professional leaves must be of benefit to the Lewistown School District according to administrative determination.
- E. Approved professional leaves will not involve a reduction in pay.
- F. The Board encourages teachers to attend at least one professional workshop each year. Upon written application to and written approval by the principal and superintendent, the district shall pay pre-approved fees and the employee will be reimbursed for expenses incurred while on professional leave. Approval of expenses rests with the principal and superintendent. All claims for reimbursements must be accompanied by proper receipts and forms.
- G. Requests for professional leave must be approved by the building principal and superintendent.

Section 6. OTHER LEAVES.

Leaves of absence without pay may be granted for up to one (1) year. 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. For the purpose of clarification, "continuity of instruction" shall be interpreted to mean the nine (9) week quarter break. Leaves of absence without pay for not more than one (1) year may be granted to teachers according to the following conditions:

- A. Written requests for leaves of absence without pay should be made at least sixty (60) calendar days before the leave is desired subject to approval by the Board.
- B. Teachers must notify the superintendent in writing of their intent to return to work at least sixty (60) days prior to the date of the end of their approved leave. Failure to do so will act as a

resignation from the District, provided the District has sent a reminder thirty (30) days prior to the sixty (60) day requirement.

- C. Dates of departure and return must be acceptable to the administration and determined prior to initiating the request.
- D. Leaves of less than one month, if acceptable to and approved by the administration, will not require Board approval nor the sixty (60) days notice.
- E. Leaves may be granted for:
 - 1. Advanced study leading to a degree in an approved university, provided a plan of study has been submitted to the superintendent. Failure to provide such notification and completion of plan of study will be considered as having terminated contractual service unless the superintendent has been informed in writing of reasons which may prevent the completion of the proposed plan of study.
 - 2. Military service.
 - 3. Maternity, child care, adoption, and foster care.
 - 4. Extended illness.
 - 5. Other reasons acceptable to the Board which will improve the educational program in the District.
- F. Employees on such leave may continue insurance benefits if they reimburse the District for all costs of the premium during the time of the leave.
- G. Employees will not advance on the salary schedule while on any approved leave of absence without pay unless working at least ninety-one (91) full days of the school year in which the leave was granted.
- H. In accordance with the Illinois School Code, the first probationary year shall be any full-time employment from a date before November 1 through the end of the school year.

A non-tenure teacher must be in pay status at least ninety-one (91) full days of the school year in which an unpaid leave is granted in order for that year to count toward contractual continued service. Unpaid leave time covered by the Family and

Medically Leave Act shall be treated as though the teacher had worked.

If less than ninety-one (91) full days of school year are worked, the teacher shall not be given credit for that school year. Upon return to service in the District, the teacher shall have the status of a first year teacher as far as tenure is concerned.

ARTICLE X

Fringe Benefits

Section 1. INSURANCE.

The Board will fully pay the individual premium for each full time employee's group hospital and medical insurance. Employees eligible for the single coverage will receive the \$750 deductible plan.

Those employees will have the following options:

1. Take the coverage.
2. Refuse the coverage and take the tax sheltered annuity equal to the cost of the coverage.
3. If both spouses work for the District and receive single coverage health insurance, they may pool the costs from the two premiums and apply that amount to the appropriate dependent or family coverage. Any extra costs will be made through payroll deduction from one of the employees.
4. Elect to have dependent or family coverage by applying the premium the board pays for single coverage to the proper family coverage account and additional costs will be made up through payroll deduction. See Exhibit A for exceptions.

As of October 1 of the 2007-08 school year, our health insurance carrier had offered family insurance by the following categories: Employee+1; Employee+2; and Employee+3/more. Any person receiving family insurance shall be placed into the proper column and reviewed each year for proper placement. Additions to a family shall be added if they meet the requirements of the insurance company for coverage.

Section 2. LIFE INSURANCE.

The Board shall provide without cost to each full time employee term life insurance protection in the amount of ten thousand dollars (\$10,000).

Section 3. TUITION REIMBURSEMENT.

The Board shall contribute the following amounts (per credit hour) towards tuition for superintendent approved courses in which a grade of A, B, or C is received:

\$250

Type 75 courses: \$125

Section 4. PROFESSIONAL DEVELOPMENT ASSISTANCE.

The Board shall provide for a regular and continuing in-service professional development program (minimum of 12 hours of CPDU credit per year).

Section 5. TRS CONTRIBUTION.

The Board shall fully pay and tax-shelter the employees' contribution to the Teachers Retirement System and the Teachers' Retirement Insurance Program (T.R.I.P.). This excludes any additional contributions which a participant may be required to make in order to participate in retirement options that may be available from time to time.

Section 6. INSURANCE COMMITTEE.

In order to address insurance concerns, an insurance committee shall be seated with members from the Union and the district superintendent and will remain in effect during the duration of this bargaining agreement. The insurance committee informational meetings will be used to discuss matters related to insurance benefits. Prior to any change in insurance carriers, the insurance committee shall review the current plan and investigate their options. The insurance committee shall meet at least three times per year.

Starting in September, the committee shall discuss, research, and collect information needed to review all current plans (medical and dental) and investigate other options and/or insurance carriers. The committee shall jointly develop and present to the Board and the Union membership a report detailing its findings regarding alternate insurance plans at the December Board meeting.

ARTICLE XI

Salary

Section 1. Employees shall be paid in accordance with the Salary Schedules attached and identified as Appendix A. See Exhibit A for exception. The salary schedule shall be based upon one-hundred and eighty (180) teacher work days

Section 2. Employees shall be paid for any extra-curricular activities or work beyond their regular tasks or duties in accordance with the attached Extra-Curricular Compensation Schedule identified as Appendix B & C.

Section 3. Employees shall be paid every other Friday and shall have the option of being paid within a ten-month or a twelve-month period of time. No employee shall receive his/her pay in a period of time shorter than his/her individual work year. During the regular school term, if the established payroll date falls on a day which is not an employee work day, employees will be paid on the last preceding employee work day. During summer vacation, employees shall have the option of picking up their checks or having them mailed to their homes or other address that the individual employee stipulates. All mailed checks will be placed in the mail no later than the day prior to the scheduled pay date. During the summer, if the scheduled pay date falls on a holiday, pay dates will be adjusted to the preceding regular work day. All employees will have the option of receiving their pay through direct deposit into their bank accounts. Employees will not change banking institutions, for the purposes of direct deposit, more than twice a year.

Section 4. UNION DUES DEDUCTION.

A. For all employees who elect to join the Union and/or voluntarily authorize dues deduction, the Board of Education, subject to paragraph B below, agrees to honor the employee's voluntary authorization to deduct membership dues from his/her pay. By September 1 of each year, the Union shall certify in writing to the Board the names of all employees covered by this agreement that are members of the Union and/or have voluntarily authorized the deduction of membership dues from his/her pay.

B. If, at any time, an employee, informs the Board in writing, that he/she intends to revoke their voluntary authorization and/or their Union membership, the Board will immediately cease deducting the dues, and alert the Union as soon as practical of the employee who intends to revoke.

C. Dues shall be deducted by the Board from the earnings of the employees who have authorized deduction and remit to the Union within ten (10) workdays of said deduction.

D. The Board shall cooperate with the Union to ascertain the names of all newly hired employees.

E. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, attorney's fees, court costs, cost of litigation, or other forms of liability that shall arise out of, or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished by the Union under any such provisions. The Union shall not be responsible for the attorney's fees of any attorney for the employer other than an attorney employed and supervised or directed by the Union.

F. If, during the term of this Agreement, the Labor Board or a court of competent jurisdiction rules any part of this Article void or not enforceable, the Union and the Board agree to convene negotiations on this matter immediately for the sole purpose of bringing this Article into compliance with the standards or rulings of said Labor Board or court.

G. Nothing in this section 5.2 shall be interpreted to permit or allow the deduction of membership dues, Fair Share Dues or agency-fees from the pay of employees covered in this agreement who have not voluntarily authorized the deduction.

Section 5. By October 1, each employee shall receive a written notification including the following: Years of Experience, Education and corresponding salary; any extra-duty assignments and the pay; sick and personal days available for use, total accumulated sick leave; deductions from pay; and the number of dependents as indicated on W-2 form. If the staff member feels that there is an error he/she must notify the superintendent before November 1.

Section 6.

- A. Any teacher who is required to perform any duties for the district on a Saturday, Sunday, holiday, or vacation day shall be reimbursed for the time spent at the teacher's hourly rate. This would not apply to those teachers who are performing duties as a result of their co-curricular assignments, provided that they are being paid in accordance with the co-curricular salary schedule in appendix B.
- B. In the event that there is an emergency which requires that students be sent home early and the day is not countable as one of the 180 days of Section 1, the teachers shall be reimbursed for their hours of attendance at the fractional amount of their daily rate.

Section 7. MOVEMENT ON SALARY SCHEDULE.

A substitute or provisional certificate is not considered a regular certificate.

- A. Graduate Hours earned after the Bachelor Degree and the initial regular teacher certificate has been awarded shall be recognized by the Board for the purpose of determining position on the salary schedule provided the following requirements have been met.
 - 1. To receive credit all courses must be at the graduate level in a subject area in which the teacher is certified to teach or must be taken to enhance his/her teaching performance. Superintendent's approval is required unless he/she has granted the approval as provided in Article X, Section 3.
 - 2. Satisfactory completion of the course. A grade of A, B, or C is received in the course.
 - 3. An official transcript of record from the university or a letter from the dean of the college in which the teacher is enrolled is on file with the central office. If the latter is the case, an official transcript will be provided as soon as possible. Such courses must be completed by September 1 for the advancement to be made at the beginning of the academic year, and by February 1, for the advancement to be made at the beginning of the second semester.

- B. Hours earned after the Masters Degree and the initial regular teacher certificate have been awarded shall be recognized by the Board for the purpose of placement on the salary schedule provided the following requirements have been met.
 - 1. To receive credit, all courses must be at the graduate level and in a subject area in which the teacher is certified to teach. Superintendent's approval is required unless he/she has granted the approval as provided in Article X, Section 3.
 - 2. All hours must be earned at an accredited university.
 - 3. Satisfactory completion of the course. A grade of A, B, or C is received in the course.

4. An official transcript of record from the university or a letter from the dean of the college in which the teacher is enrolled is on file with the central office. If the latter is the case, an official transcript will be provided as soon as it is available. Such courses must be completed by September 1 for the advancement to be made at the beginning of the academic year, and by February 1, for the advancement to be made at the beginning of the second semester.
- C. Teachers will be advanced to the appropriate earned step on the salary schedule only at the beginning of the current academic year or at the beginning of the second semester. For the purpose of determining movement on the salary schedule all hours beyond the Bachelors Degree will consist of semester hours. Written notification from the teacher to the superintendent shall be submitted by the first day of the school year or by the first day of the second semester. The superintendent shall credit the teacher with courses taken for immediate movement on the salary schedule, pending receipt of official notification of transcript from the college or university.

Section 8. SEVERANCE PAY.

Upon written request of a teacher who has been employed by District #97 and/or one of its predecessor districts for twelve (12) or more years, the Board shall pay to each teacher upon retirement; termination of employment by the Board as a result of reduction in force; or termination, other than for cause, a post-employment bonus, to be paid within 60 days of the employee's separation from employment, equal to the employee's last daily rate multiplied by the number of accumulated sick leave days beyond 180 to a maximum of twenty five (25) days if days are not used for TRS purposes. In the event such an employee is rehired he/she shall not be entitled to this benefit a second time.

A teacher who elects to take the TRS "Early Retirement Option (ERO)" and subsequently causes the district to incur an additional cost under TRS rules will not receive this benefit. Under this condition, the teacher may withdraw his/her irrevocable letter of resignation. This restriction shall not apply to those teachers who submitted their letter of resignation prior to the signing of this contract.

Section 9. EXPENSES.

All employees shall be reimbursed for all pre-approved out-of-district mileage at the standard maximum rate established by the Internal Revenue Service and for miscellaneous expenses approved by the administration. The reimbursement shall occur no later than the second pay date following the submission of the bill to the District.

Section 10. RETIREMENT INCENTIVE.

1. Any teacher who submits an irrevocable letter of resignation to the Board will receive a base salary increase of six percent (6%) each year for up to their final four (4) years of employment. Said teachers will be removed from the normal salary schedule. Teachers must submit their letter of resignation prior to February 1 of the year prior to this provision taking effect. Said letter must indicate the number of years the teacher intends to take advantage of this benefit, not to exceed four (4).

2. In no case will the TRS-creditable earnings of a teacher who exercises this option increase greater than 6% in any year that this incentive is in effect. This includes, but is not limited to, compensation increases otherwise expected due to extracurriculars or lane movement.

3. If a teacher by exercising this option would have, in the best 4 consecutive years of their final 10 years of employment, an increase in TRS-creditable earnings greater than 6%, then the Board may refuse to allow the teacher to receive this retirement incentive. If the Board does refuse, then the teacher's irrevocable letter of resignation is also null and void.

4. A teacher who elects to take the TRS "Early Retirement Option (ERO)" and subsequently causes the district to incur an additional cost under TRS rules will not receive this benefit. Under this condition, the teacher may withdraw his/her irrevocable letter of resignation. This restriction shall not apply to those teachers who submitted their letter of resignation prior to the signing of this contract.

ARTICLE XII

Seniority

Section 1. Seniority shall be defined as the length of a teacher's continuous service in the District. Said service shall be computed from the first day of full-time current employment with the District. A teacher who has not achieved continued contractual service by the terms defined in Section 24-11 of the Illinois School Code shall not have any seniority qualification.

Section 2. Should a conflict arise concerning two or more teachers with identical seniority, ties shall be broken on the following bases.

- A. Date of board action to employ
- B. First day of work
- C. Date of employee signature on contract with district
- D. Date of earliest application
- E. More total years teaching
- F. Highest earned college degree plus hours
- G. Years of courses taught in department/grade.

Section 3. Continuous service is broken only by one of the following:

- A. Voluntary quitting or resignation;
- B. Discharge for proper cause;
- C. Failure of the employee to return to work at the expiration date of an approved leave of absence or recall to work after a lay-off when a notice often or more work days has been delivered to the employee by certified or registered mail at the last address filed by the employee with the Board office.

Section 4. By February 1, the administration shall furnish the district seniority lists to the Union.

Section 5. A Seniority List shall show names of all employees in the bargaining unit in order of continuous service.

ARTICLE XIII

Assignments and Transfers

Section 1. Teachers shall be notified in writing no later than May 15, of any tentative change in their assignments for the following school term. If the tentative assignment has to be changed, the teacher(s) so affected will be notified and given an opportunity to discuss the change before the final decision is made.

Section 2. Teachers shall not be transferred to another building or reassigned to teach another grade level or subject area until after they have been notified and given the opportunity to discuss the transfer or reassignment.

Section 3. Teachers who request transfers in writing to another building or reassignment to teach a different grade level or subject area shall be granted an interview whenever the desired position becomes available. In the event the teacher does not get the position, he/she may request and the District shall provide reasons why.

Section 4. The final authority for assignments and transfers lies with the Board of Education.

Section 5. The superintendent shall post in each building a notice of all vacancies in promotional positions, as they occur or as they are anticipated. No vacancy, except in case of an emergency, shall be filled on a temporary basis until such vacancy shall have been posted for at least seven (7) school days or seven (7) business days if the opening occurs during the summer. During the summer a memo will be sent to each qualified teacher's home making him/her aware of any opening.

Section 6. Efforts shall be made by the Board and Administration to provide continuity of educational programs and teaching assignments. Effort shall be made to avoid involuntary transfers of teachers from subject to subject, grade to grade, or building to building

Section 7. Teachers shall not be required to coach/sponsor more than two co-curricular activities during the school year. Co-curricular activities shall be defined as paid activities beyond the scheduled workday. Once a person has been assigned a class sponsorship they will be expected to complete that assignment through the senior year or find a replacement.

ARTICLE XIV

Reduction in Force and Recall

In the event it is necessary to reduce the number of positions covered by this Agreement and such is not accomplished by normal attrition, the provisions of the School Code of Illinois shall apply.

Recall of employees who lost their job due to a reduction in force shall be in accordance with the School Code.

ARTICLE XV

Working Conditions

Section 1. Teachers shall have a continuous duty-free lunch of a minimum of thirty-five (35) minutes.

Section 2. INTERNAL SUBSTITUTION.

No teacher may be required to substitute during his/her planning time. Teachers accepting an administrative request to substitute in a classroom during their preparation period, shall be compensated at the rate of twenty-five (\$25) per class period. If seventy-five percent (75%) or more of the students from the class of an absent teacher are placed in another teacher's class or study and the result is that the study hall contains greater than forty (40) students, that teacher shall be compensated at the rate of twenty-five (\$25) per class period. Absent teacher is defined to be a teacher who is required to complete the official District absence form.

Section 3. The teachers' workday will be 8:00 a.m. to 3:30 p.m.

Elementary teachers (Pre-K thru 3) will have:

Morning supervision one day per week.

Planning time of fifty (50) minutes per day not including the 8:00 to 8:30 period on all full school days.

Central teachers (4 thru 8) will have:

Planning time of fifty-two (52) minutes per day on all full school days.

No supervision for regular homeroom teachers before 8:15 a.m.

High School Teachers will have:

Planning time equal to a class period each day.

Section 4. SECURITY CAMERAS.

- A. Video footage from security cameras will not be used for evaluation purposes.
- B. Video footage from security cameras will only be used in disciplinary cases as supporting evidence. In such cases, the union will have the right to view the video for purposes of representation.
- C. Video will not be used in classrooms without agreement by the teacher. For these purposes, the gymnasium will not be considered a classroom.

- D. The district will provide the union president with a description of the locations of each camera installed within one (1) week after signing this agreement.
- E. If cameras are added, the district will notify the union president within one (1) week of their placement.

ARTICLE XVII

Effect of Agreement

This Agreement shall become effective on the first day of the 2019 school term, and shall continue in effect until the last day before the first day of the 2021-2022 school term. When either party executes written notification to the other party prior to March 1 of the year the contract terminates that it wishes to re-negotiate the Agreement, the Board shall meet with the Federation no later than April 15 to receive the Federation's proposal and negotiations shall continue in an effort to reach an agreement.

This Agreement is signed this _____ day of _____, 2019.

In witness thereof:

FOR THE BOARD OF EDUCATION
FEDERATION
LEWISTOWN DISTRICT 97

FOR THE LEWISTOWN
OF TEACHERS

President

President

Secretary

Secretary

EXHIBIT A

During the term of this Agreement, Brenda Rowe shall be entitled to Board paid family coverage in the District health insurance plan for the shorter of the following periods: (a) the last day of the month in the month of her separation from employment; or (b) the last day of the month after she chooses to discontinue family coverage by providing written notice of termination of family coverage. While she receives family coverage, her annual salary shall be \$4000 less than the amount reflected in the salary schedule. In the event that Brenda Rowe discontinues family coverage prior to separation, Brenda Rowe's annual salary shall be increased by \$4000, which shall be prorated if effectuated in the middle of a school year.

APPENDIX A

(FOR REFERENCE, Will not be in final printing)
 Salary Schedule 2018-19 (see PDF CBA 2018-19 extention)

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24
	1	2	3	4	5	6	7	8
1	35,650	36,150	36,650	37,150	37,950	38,450	38,950	39,450
2	36,150	36,650	37,150	37,650	38,450	38,950	39,450	39,950
3	36,650	37,150	37,650	38,150	38,950	39,450	39,950	40,450
4	37,150	37,650	38,150	38,650	39,450	39,950	40,450	40,950
5	37,650	38,150	38,650	39,150	39,950	40,450	40,950	41,450
6	38,150	38,650	39,150	39,650	40,450	40,950	41,450	41,950
7	38,650	39,150	39,650	40,150	40,950	41,450	41,950	42,450
8	39,150	39,650	40,150	40,650	41,450	41,950	42,450	42,950
9	39,650	40,150	40,650	41,150	41,950	42,450	42,950	43,450
10	40,150	40,650	41,150	41,650	42,450	42,950	43,450	43,950
11	40,650	41,150	41,650	42,150	42,950	43,450	43,950	44,450
12	41,150	41,650	42,150	42,650	43,450	43,950	44,450	44,950
13	41,650	42,150	42,650	43,150	43,950	44,450	44,950	45,450
14	42,150	42,650	43,150	43,650	44,450	44,950	45,450	45,950
15	42,650	43,150	43,650	44,150	44,950	45,450	45,950	46,450
16	43,150	43,650	44,150	44,650	45,450	45,950	46,450	46,950
17	43,650	44,150	44,650	45,150	45,950	46,450	46,950	47,450
18	44,150	44,650	45,150	45,650	46,450	46,950	47,450	47,950
19	44,650	45,150	45,650	46,150	46,950	47,450	47,950	48,450
20	45,150	45,650	46,150	46,650	47,450	47,950	48,450	48,950
21	45,650	46,150	46,650	47,150	47,950	48,450	48,950	49,450
22	46,150	46,650	47,150	47,650	48,450	48,950	49,450	49,950
23	46,650	47,150	47,650	48,150	48,950	49,450	49,950	50,450
24	47,150	47,650	48,150	48,650	49,450	49,950	50,450	50,950
25	47,650	48,150	48,650	49,150	49,950	50,450	50,950	51,450
26	48,150	48,650	49,150	49,650	50,450	50,950	51,450	51,950
27	48,650	49,150	49,650	50,150	50,950	51,450	51,950	52,450
28	49,150	49,650	50,150	50,650	51,450	51,950	52,450	52,950
29	49,650	50,150	50,650	51,150	51,950	52,450	52,950	53,450
30	50,150	50,650	51,150	51,650	52,450	52,950	53,450	53,950
31	50,650	51,150	51,650	52,150	52,950	53,450	53,950	54,450
32	51,150	51,650	52,150	52,650	53,450	53,950	54,450	54,950

For Bargaining Unit Members at step 32 and beyond an additional \$500.00 each (not added to schedule)

Salary Schedule 2019-2020

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24
	1	2	3	4	5	6	7	8
1	36,700	37,200	37,700	38,200	39,000	39,500	40,000	40,500
2	37,200	37,700	38,200	38,700	39,500	40,000	40,500	41,000
3	37,700	38,200	38,700	39,200	40,000	40,500	41,000	41,500
4	38,200	38,700	39,200	39,700	40,500	41,000	41,500	42,000
5	38,700	39,200	39,700	40,200	41,000	41,500	42,000	42,500
6	39,200	39,700	40,200	40,700	41,500	42,000	42,500	43,000
7	39,700	40,200	40,700	41,200	42,000	42,500	43,000	43,500
8	40,200	40,700	41,200	41,700	42,500	43,000	43,500	44,000
9	40,700	41,200	41,700	42,200	43,000	43,500	44,000	44,500
10	41,200	41,700	42,200	42,700	43,500	44,000	44,500	45,000
11	41,700	42,200	42,700	43,200	44,000	44,500	45,000	45,500
12	42,200	42,700	43,200	43,700	44,500	45,000	45,500	46,000
13	42,700	43,200	43,700	44,200	45,000	45,500	46,000	46,500
14	43,200	43,700	44,200	44,700	45,500	46,000	46,500	47,000
15	43,700	44,200	44,700	45,200	46,000	46,500	47,000	47,500
16	44,200	44,700	45,200	45,700	46,500	47,000	47,500	48,000
17	44,700	45,200	45,700	46,200	47,000	47,500	48,000	48,500
18	45,200	45,700	46,200	46,700	47,500	48,000	48,500	49,000
19	45,700	46,200	46,700	47,200	48,000	48,500	49,000	49,500
20	46,200	46,700	47,200	47,700	48,500	49,000	49,500	50,000
21	46,700	47,200	47,700	48,200	49,000	49,500	50,000	50,500
22	47,200	47,700	48,200	48,700	49,500	50,000	50,500	51,000
23	47,700	48,200	48,700	49,200	50,000	50,500	51,000	51,500
24	48,200	48,700	49,200	49,700	50,500	51,000	51,500	52,000
25	48,700	49,200	49,700	50,200	51,000	51,500	52,000	52,500
26	49,200	49,700	50,200	50,700	51,500	52,000	52,500	53,000
27	49,700	50,200	50,700	51,200	52,000	52,500	53,000	53,500
28	50,200	50,700	51,200	51,700	52,500	53,000	53,500	54,000
29	50,700	51,200	51,700	52,200	53,000	53,500	54,000	54,500
30	51,200	51,700	52,200	52,700	53,500	54,000	54,500	55,000
31	51,700	52,200	52,700	53,200	54,000	54,500	55,000	55,500
32	52,200	52,700	53,200	53,700	54,500	55,000	55,500	56,000

For Bargaining Unit Members at step 32 and beyond an additional \$500.00 each (not added to schedule)

Salary Schedule 2020-2021

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24
	1	2	3	4	5	6	7	8
1	37,775	38,275	38,775	39,275	40,075	40,575	41,075	41,575
2	38,275	38,775	39,275	39,775	40,575	41,075	41,575	42,075
3	38,775	39,275	39,775	40,275	41,075	41,575	42,075	42,575
4	39,275	39,775	40,275	40,775	41,575	42,075	42,575	43,075
5	39,775	40,275	40,775	41,275	42,075	42,575	43,075	43,575
6	40,275	40,775	41,275	41,775	42,575	43,075	43,575	44,075
7	40,775	41,275	41,775	42,275	43,075	43,575	44,075	44,575
8	41,275	41,775	42,275	42,775	43,575	44,075	44,575	45,075
9	41,775	42,275	42,775	43,275	44,075	44,575	45,075	45,575
10	42,275	42,775	43,275	43,775	44,575	45,075	45,575	46,075
11	42,775	43,275	43,775	44,275	45,075	45,575	46,075	46,575
12	43,275	43,775	44,275	44,775	45,575	46,075	46,575	47,075
13	43,775	44,275	44,775	45,275	46,075	46,575	47,075	47,575
14	44,275	44,775	45,275	45,775	46,575	47,075	47,575	48,075
15	44,775	45,275	45,775	46,275	47,075	47,575	48,075	48,575
16	45,275	45,775	46,275	46,775	47,575	48,075	48,575	49,075
17	45,775	46,275	46,775	47,275	48,075	48,575	49,075	49,575
18	46,275	46,775	47,275	47,775	48,575	49,075	49,575	50,075
19	46,775	47,275	47,775	48,275	49,075	49,575	50,075	50,575
20	47,275	47,775	48,275	48,775	49,575	50,075	50,575	51,075
21	47,775	48,275	48,775	49,275	50,075	50,575	51,075	51,575
22	48,275	48,775	49,275	49,775	50,575	51,075	51,575	52,075
23	48,775	49,275	49,775	50,275	51,075	51,575	52,075	52,575
24	49,275	49,775	50,275	50,775	51,575	52,075	52,575	53,075
25	49,775	50,275	50,775	51,275	52,075	52,575	53,075	53,575
26	50,275	50,775	51,275	51,775	52,575	53,075	53,575	54,075
27	50,775	51,275	51,775	52,275	53,075	53,575	54,075	54,575
28	51,275	51,775	52,275	52,775	53,575	54,075	54,575	55,075
29	51,775	52,275	52,775	53,275	54,075	54,575	55,075	55,575
30	52,275	52,775	53,275	53,775	54,575	55,075	55,575	56,075
31	52,775	53,275	53,775	54,275	55,075	55,575	56,075	56,575
32	53,275	53,775	54,275	54,775	55,575	56,075	56,575	57,075

For Bargaining Unit Members at step 32 and beyond an additional \$500.00 each (not added to schedule)

Salary Schedule 2021-2022

	BA	BA+8	BA+16	BA+24	MS	MS+8	MS+16	MS+24
	1	2	3	4	5	6	7	8
1	38,875	39,375	39,875	40,375	41,175	41,675	42,175	42,675
2	39,375	39,875	40,375	40,875	41,675	42,175	42,675	43,175
3	39,875	40,375	40,875	41,375	42,175	42,675	43,175	43,675
4	40,375	40,875	41,375	41,875	42,675	43,175	43,675	44,175
5	40,875	41,375	41,875	42,375	43,175	43,675	44,175	44,675
6	41,375	41,875	42,375	42,875	43,675	44,175	44,675	45,175
7	41,875	42,375	42,875	43,375	44,175	44,675	45,175	45,675
8	42,375	42,875	43,375	43,875	44,675	45,175	45,675	46,175
9	42,875	43,375	43,875	44,375	45,175	45,675	46,175	46,675
10	43,375	43,875	44,375	44,875	45,675	46,175	46,675	47,175
11	43,875	44,375	44,875	45,375	46,175	46,675	47,175	47,675
12	44,375	44,875	45,375	45,875	46,675	47,175	47,675	48,175
13	44,875	45,375	45,875	46,375	47,175	47,675	48,175	48,675
14	45,375	45,875	46,375	46,875	47,675	48,175	48,675	49,175
15	45,875	46,375	46,875	47,375	48,175	48,675	49,175	49,675
16	46,375	46,875	47,375	47,875	48,675	49,175	49,675	50,175
17	46,875	47,375	47,875	48,375	49,175	49,675	50,175	50,675
18	47,375	47,875	48,375	48,875	49,675	50,175	50,675	51,175
19	47,875	48,375	48,875	49,375	50,175	50,675	51,175	51,675
20	48,375	48,875	49,375	49,875	50,675	51,175	51,675	52,175
21	48,875	49,375	49,875	50,375	51,175	51,675	52,175	52,675
22	49,375	49,875	50,375	50,875	51,675	52,175	52,675	53,175
23	49,875	50,375	50,875	51,375	52,175	52,675	53,175	53,675
24	50,375	50,875	51,375	51,875	52,675	53,175	53,675	54,175
25	50,875	51,375	51,875	52,375	53,175	53,675	54,175	54,675
26	51,375	51,875	52,375	52,875	53,675	54,175	54,675	55,175
27	51,875	52,375	52,875	53,375	54,175	54,675	55,175	55,675
28	52,375	52,875	53,375	53,875	54,675	55,175	55,675	56,175
29	52,875	53,375	53,875	54,375	55,175	55,675	56,175	56,675
30	53,375	53,875	54,375	54,875	55,675	56,175	56,675	57,175
31	53,875	54,375	54,875	55,375	56,175	56,675	57,175	57,675
32	54,375	54,875	55,375	55,875	56,675	57,175	57,675	58,175

For Bargaining Unit Members at step 32 and beyond an additional \$500.00 each (not added to schedule)

APPENDIX B

Extracurriculars

POSITION	PERCENTAGE	# OF EMPLOYEES
<i>JUNIOR HIGH SCHOOL:</i>		
Detention Hall Monitor	\$25 per session	1
Spelling Bee	1.50%	1
Write-On Day	2.50%	1
Class Play Director	3.00%	1
Assistant Class Play Director	1.50%	1
Scholastic Bowl	3.00%	1
Declamation	3.00%	1
Yearbook	4.00%	1
Chapter One Coordinator	1.00%	1
Student Council	2.50%	1
Cheerleading	4.00%	1
Eighth Grade Sponsor	1.50%	1
Assistant Coaches	5.00%	Number as needed
Fifth-Sixth Grade Boys' Basketball	3.50%	1
Fifth-Sixth Grade Girls' Basketball	3.50%	1
Boys' Head Track	6.00%	1
Girls' Head Track	6.00%	1
Head Volleyball	9.50%	1
Boys' Head Basketball	9.50%	1
Girls' Head Basketball	9.50%	1
Head Football	8.00%	1
Band	3.00%	1
Chorus	2.00%	1
Volleyball Assistant	6.50%	As needed
Basketball Assistant	6.50%	As needed
Football Assistant	5.50%	As needed
Science Olympiad Jr. High	5.00%	1
Athletic Director Jr. High	10.00%	1
<i>HIGH SCHOOL:</i>		
Drivers' Education	\$25 per hour for behind the wheel non-school time	
Scholastic Bowl	4.50%	1
Science Olympiad HS	5.00%	1
Yearbook	4.00%	2
Dance Squad	3.50%	1
Cheerleading	4.00%	1
Play Director	4.00%	1
Music Director	5.00%	1
Student Senate	3.00%	2

Speech Coach	2.00%	1
Senior Class	2.50%	2
Junior Class	3.00%	2
Sophomore Class	3.50%	2
Freshman Class	2.50%	2
Spanish Club	2.50%	1
FCCLA	3.00%	1
Head Football	13.00%	1
Boys' Head Basketball	13.00%	1
Girls' Head Basketball	13.00%	1
Head Volleyball	11.50%	1
Head Baseball	11.50%	1
Head Track	11.50%	1
Head Softball	11.50%	1
Assistant Football	8.00%	Number as needed
Assistant Basketball	8.00%	Number as needed
Assistant Track	8.00%	Number as needed
Assistant Baseball	8.00%	Number as needed
Assistant Softball	8.00%	Number as needed
Assistant Volleyball	8.00%	Number as needed
Athletic Director (att)	10.00%	1
Cross Country	8.00%	1

The reimbursement shall be calculated by using the above percentages on the B.S. column of the Appendix A in the cell that corresponds to the number of years experience that the employee has in that co-curricular position.

High School class sponsors will be paid using the percentage stated times the maximum amount under the B.S. columns for continuous service in the stated activity.

In those positions held by more than one employee, the stated percentage shall be paid to each person at his/her appropriate step. If a position calls for two, and one person does the job, then that person gets both salaries.

Notification of co-curricular assignment will be made within ten (10) days of the starting time for that assignment unless Board action cannot occur. In that event, notification will be made as soon as possible.

All vacancies will be posted to teachers in the District. If a position is held by a non-teacher, the position shall be advertised each year in order for a District teacher to be placed in that position should the Board so desire.