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AGREEMENT BETWEEN

THE LEXINGTON COMMUNITY UNIT #7

BOARD OF EDUCATION

AND

THE LEXINGTON COMMUNITY UNIT #7 EDUCATION ASSOCIATION

2013-14 through 2015-16

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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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2
3 ARTICLE II

4
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.

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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

4
5 GRIEVANCE PROCEDURE

6
7 3.3 Constraints

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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
4

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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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.

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3 ARTICLE IV

4
5 TEACHERS AND ASSOCIATION RIGHTS

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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 bona fide 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.

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3 ARTICLE V

4
5 EMPLOYMENT CONDITIONS

6
7 5.1 School Calendar

8
9 A. Input

10
11 The Association will have input on the design of the school calendar. A member of the
12 Association will meet with the Board, or a Board representative, and the administration, or an
13 administration representative, at least 30 days prior to the adoption of the calendar. The
14 input on the school calendar by the Association is advisory only. The Board retains the final
15 authority when it adopts the school calendar.

16
17 B. Length

18
19 The school calendar shall not consist of more than 185 days including institutes,
20 workshop days, student attendance and parent-teacher conference days. When NOT used
21 emergency days shall be used to reduce the school calendar length.

22
23 C. Salary Basis

24 The salary schedule will be based on 185 days.
25

26 5.2 Work Day

27
28 A. Certified employees are expected to be in the building by 8:00 a.m. and in their
29 classrooms by 8:10 a.m. The regular work day for all certified employees shall be no longer
30 than seven and one-half (7 1/2) consecutive hours except for:

- 31
32 1. Meetings scheduled by the administration
33 2. Open House
34 3. Scheduled parent/student/teacher conferences
35 4. Emergency situations which endanger the student's welfare and
36 safety as determined by the Superintendent.

37
38 B. Teachers who have extra-curricular assignments shall be required to remain past the regular
39 work day to perform those duties.
40

41 C. Teachers will be given one nonattendance day during the school year in exchange for
42 working two evenings for Parent/Teacher Conferences.
43

44 5.3 Preparation Time

45
46 A. Each full-time teacher ECE-12 will have 225 minutes of preparation time during
47 the five (5) day week. A proportional amount of preparation time will be provided in shorter
48 weeks.
49

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

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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
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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.

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.

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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

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3 ARTICLE VI

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5 TEACHER EVALUATION

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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.
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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. The LEA will be advised by an Insurance Advisory Committee comprised of two (2)
44 LEA representatives, two (2) Board members, and the District Superintendent. The committee
45 shall convene each year prior to the beginning of bargaining or prior to the insurance plan
46 renewal date which ever is earlier for the purpose of researching health insurance alternatives
47 and reporting with a recommendation to the LEA bargaining team. Retired staff who wish to
48 retain coverage may do so by making arrangements with the Superintendent for payment of
49 premiums.
50

51 The Lexington Board of Education will make available a Flexible Benefit Program to
52 all employees of Lexington Unit District #7. The program will include all of the options

1 (unreimbursed medical expenses, including optical and dental, health insurance premiums and
2 dependent care) as provided by law. The dollar amount which may be tax sheltered will be
3 determined by the employee subject to the amounts set by the employer in accordance with
4 state and federal guidelines. Annual reinstatement of the flexible benefit program shall be upon
5 mutual agreement by the Board and LEA.

6
7
8 ARTICLE VII

9
10 TEACHER COMPENSATION AND FRINGE BENEFITS

11
12 7.4 Health Insurance

13
14 The LEA will notify the Board of Education by June 1 prior to each fiscal year of any
15 changes in the health insurance plan.

16
17
18 7.5 Life Insurance

19
20 All regularly employed certified teachers are entitled to a \$35,000 Group Life Insurance
21 Policy selected by the Board.

22
23 7.6 Sheltering Teacher Retirement Contribution

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

32
33 7.7 College Credit

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

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

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

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

46
47 1. All hours must be earned at an accredited university.

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

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

4
5 E. Teachers will advance to the appropriate earned step on the salary schedule at the
6 beginning of the academic year.

7
8 F. Reimbursement Tuition

9
10 All teachers shall be reimbursed \$100.00 per approved semester hour of credit earned
11 each year. Such reimbursement shall be paid along with the first scheduled pay of the new
12 school year, upon submittal of an official grade card from the institution where the credit was
13 earned. In order for an employee to move horizontally on the salary schedule he/she must
14 present an official transcript of credit.

15
16 G. The dispersement of tuition credit waivers will be in the following manner:

- 17
18 1. Waivers will be given to staff members identified by ISU as having earned said waivers.
19
20 2. Should the staff member elect not to use the tuition waivers, they are to be given to the
21 L.E.A. for a fair and equitable distribution among remaining staff members.
22

23 7.8 Teaching Credit

24
25 A. Initial Employment

26
27 Partial credit may be given for teaching experience outside of Unit #7. Each year of
28 military experience will be credited as teaching experience up to a maximum of two years.
29 Fractional parts of years may count as a full year's credit only once. What constitutes a
30 legitimate fraction is left to the Board's discretion. Each case of part-day teaching experience of
31 extended length (one semester or more) is to be considered individually by the Board to
32 determine credit given for experience on the salary schedule.
33

34 B. Continuing Employment

35
36 Employment for 100 or more days will earn an additional year's experience on the salary
37 schedule.
38

39 7.9 Extended Employment

40
41 If the Board chooses to grant extended contracts the following shall be applicable: The
42 salary shall be determined by 1/185ths of the teacher's salary schedule amount.
43

44 Summer school shall be an amount equal to or greater than the hourly rate of the employee
45 in the immediately preceding school year, with a minimum of \$15.00 per hour.
46
47
48

1
2
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

1
2
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 five (5) instructional
12 days, whether full or partial days, and the last five (5) instructional days whether full
13 or partial days, of the school year without special advance written permission of the
14 Superintendent. Instructional days are defined as days of student attendance.

15
16 2. Conditions for Leave

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

21
22
23 C. Business Day Leave With Pay

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

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

35
36 D. Association Leave With Pay

37
38 Two designees from the LEA may have one day each to attend a State or Regional
39 professional meeting. The Association will reimburse the District the daily substitute teacher
40 rate for each day per employee leave.

41
42 8.2 Leaves Without Pay

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

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

1
2
3
4 ARTICLE VIII
5

6 LEAVES
7
8

9 8.2 Leaves Without Pay
10

11 C. The reinstatement will be in a similar capacity at a time mutually consistent with the
12 needs of the District as determined by the Board of Education.
13

14 D. Teachers on such leave may continue insurance benefits subject to the insurance
15 carrier and if they reimburse the District the costs of the insurance premium at least ten (10)
16 days prior to the due date.
17

18 E. A tenured teacher on maternity leave without pay, will retain their tenure, seniority, and
19 unused sick leave days until they return to the district to a position for which they are
20 certified and qualified.
21

22 8.3 General Leave of Absence Without Pay
23

24 Leaves of absence without pay may be granted to tenured employees who desire to return to
25 employment in a similar capacity at a time mutually consistent with the needs of the District as
26 determined by the Board. Leaves may be granted with the following conditions:
27

28 A. Written requests for general leaves will be made at least 90 days before the leave is
29 desired.
30

31 B. Teachers will not advance on the salary schedule while on general leave unless the
32 teacher works at least 90 days in any given school year in which the leave is effective.
33

34 C. The teacher will inform the Superintendent of his/her intent to return to a similar
35 position for the following school year not later than March 1st.
36

37 D. A teacher on a general leave will not lose tenure.
38

39 E. A teacher on a general leave may continue insurance benefits subject to the insurance
40 carrier and if they reimburse the District the costs of the insurance premium at least ten (10)
41 days prior to the due date.
42

43 F. Dates of departure and return must be acceptable to the Superintendent and determined
44 prior to initiating the request.
45

46 G. Leaves of less than one month, if acceptable and approved by the Superintendent will not
47 require Board approval.
48

49 H. All unpaid leave will result in a deduction in pay at the daily rate equal to 1/185th of the
50 annual contracted salary.
51
52

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ARTICLE VIII

LEAVES

8.4 Sabbatical Leave

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

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

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

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

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

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

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

1
2 ARTICLE IX

3
4 REDUCTION IN FORCE

5
6 9.1 Consultation

7
8 The Board reserves the right to reduce the number of teachers, when in its judgment the best
9 interest of the District shall be served by such action. The Board will comply with School
10 Code sections 24-11 and 24-12 (105 ILCS 5/24-11 and 105 ILCS 5/24-12) in the conduct of
11 reductions in force.

12
13 9.2 Seniority List

14
15 The Board will maintain and provide teachers with a seniority list which includes all positions
16 for which they are qualified.

17
18 9.3 Seniority Definition

19
20 Seniority will be defined as the number of consecutive years of continuous teaching service
21 to the District. Sabbatical leaves will not count toward continuous service. Less than full time
22 consecutive years of employment will be counted as continuous service on a pro-rata basis.

23
24 9.4 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 9.3

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.

43
44 9.5 Recall Rights

45
46 If a position(s) becomes available within one (1) year, the recall will be according to state
47 law.

48
49 Failure to respond within five (5) calendar days after the receipt of the Board's letter to recall
50 sent by certified mail to the teacher's address on file with the Board recalling such teacher or
51 failure to respond within fifteen (15) calendar days of the mailing of such a letter, will result in
52 termination of the teacher's rights of recall hereunder.

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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.

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This agreement shall become effective on July 1, 2012 and shall continue in effect until June 30, 2013.

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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APPENDIX A

TIER 1 SALARY SCHEDULE

SALARY SCHEDULE FOR 2013-14 for Lexington S.D.#7										
EXP	BS	BS+8	BS+16	BS+24	MS	MS+8	MS+16	MS+24	MS+32	
0-1	31,940	33,058	34,176	35,294	36,412	37,530	38,647	39,765	40,883	
	35,254	0	36,488	37,722	38,956	40,189	41,423	42,657	43,891	45,125
2	33,218	34,336	35,453	36,571	37,689	38,807	39,925	41,043	42,161	
	36,664	0	37,898	39,132	40,366	41,600	42,833	44,067	45,301	46,535
3	34,495	35,613	36,731	37,849	38,967	40,085	41,203	42,321	43,438	
	38,074	0	39,308	40,542	41,776	43,010	44,244	45,477	46,711	47,945
4	35,773	36,891	38,009	39,127	40,244	41,362	42,480	43,598	44,716	
	39,484	0	40,718	41,952	43,186	44,420	45,654	46,888	48,122	49,355
5	37,050	38,168	39,286	40,404	41,522	42,640	43,758	44,876	45,994	
	40,894	0	42,128	43,362	44,596	45,830	47,064	48,298	49,532	50,766
6	38,328	39,446	40,564	41,682	42,800	43,918	45,035	46,153	47,271	
	42,305	0	43,539	44,772	46,006	47,240	48,474	49,708	50,942	52,176
7	39,606	40,724	41,841	42,959	44,077	45,195	46,313	47,431	48,549	
	43,715	0	44,949	46,183	47,416	48,650	49,884	51,118	52,352	53,586
8	40,883	42,001	43,119	44,237	45,355	46,473	47,591	48,709	49,826	
	45,125	0	46,359	47,593	48,827	50,060	51,294	52,528	53,762	54,996
9	42,161	43,279	44,397	45,515	46,632	47,750	48,868	49,986	51,104	
	46,535	0	47,769	49,003	50,237	51,471	52,705	53,938	55,172	56,406
10	43,438	44,556	45,674	46,792	47,910	49,028	50,146	51,264	52,382	
	47,945	0	49,179	50,413	51,647	52,881	54,115	55,349	56,582	57,816
11	45,355	46,473	47,591	48,709	49,826	50,944	52,062	53,180	54,298	
	50,060	0	51,294	52,528	53,762	54,996	56,230	57,464	58,698	59,932
12	46,632	47,750	48,868	49,986	51,104	52,222	53,340	54,458	55,576	
	51,471	0	52,705	53,938	55,172	56,406	57,640	58,874	60,108	61,342
13	47,910	49,028	50,146	51,264	52,382	53,500	54,617	55,735	56,853	
	52,881	0	54,115	55,349	56,582	57,816	59,050	60,284	61,518	62,752
14	49,188	50,306	51,423	52,541	53,659	54,777	55,895	57,013	58,131	
	54,291	0	55,525	56,759	57,993	59,227	60,460	61,694	62,928	64,162
15	50,465	51,583	52,701	53,819	54,937	56,055	57,173	58,291	59,408	
	55,701	0	56,935	58,169	59,403	60,637	61,871	63,104	64,338	65,572
16	51,743	53,500	54,617	55,735	56,853	57,971	59,089	60,207	61,325	
	57,111	0	59,050	60,284	61,518	62,752	63,986	65,220	66,454	67,687
17		54,777	55,895	57,013	58,131	59,249	60,367	61,485	62,602	
		60,460	61,694	62,928	64,162	65,396	66,630	67,864	69,098	
18			57,173	58,291	59,408	60,526	61,644	62,762	63,880	
			63,104	64,338	65,572	66,806	68,040	69,274	70,508	
19				59,568	60,686	61,804	62,922	64,040	65,158	
				65,748	66,982	68,216	69,450	70,684	71,918	
20+					61,964	63,082	64,199	65,317	66,435	
					68,393	69,626	70,860	72,094	73,328	

8
9

- Year 1 No Step, only normal Lane movement, postponing payment of salary lost due to Step freeze in Year 1 until Year 3.
- Year 2 Current and Prior Year Step and normal Lane movement. Establish a Tier 2 Schedule for New Employees in 14-15. 25 Steps and 5 Lanes And add ½ % to the Base salary for each 1% growth in District EAV with a guaranteed minimum increase on the base of 1.0%.
- Year 3 Normal Step and payment of salary lost due to Step freeze in Year 1 and normal Lane movement. Add ½ % to the Base salary for each 1% growth in District EAV with a guaranteed minimum increase on the base of 1.5%.

18

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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 K. A stipend of \$20 will be paid each time a teacher complies with a request by an
49 administrator to do work other than work directly related to preparing for their own
50 classes during their preparation time.

51 L. An hourly stipend of \$25 will be paid when teachers are required by an administrator to
52 attend after school activities with exceptions noted in Article V, Section 5.2.
53

APPENDIX B
EXTRA DUTY SALARY

PERCENTAGE RANGE

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

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