COLLECTIVE BARGAINING AGREEMENT

by and between

BOARD OF EDUCATION LOSTANT COMMUNITY UNIT SCHOOL DISTRICT 425

and

LOSTANT FEDERATION OF TEACHERS COUNCIL AMERICAN FEDERATION OF TEACHERS LOCAL 604

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ARTICLE I INTRODUCTION

1.1 AGREEMENT

This Agreement is entered into this 1st day of July 2021 by and between the Board of Education of Lostant Community Consolidated School District 425, Lostant, Illinois, hereinafter referred to as the "Board" and the Lostant Federation of Teachers Council AFT Local 604, hereinafter referred to as the "Union" which is hereby recognized as the sole and exclusive bargaining agent of the full-time certified persons employed by District 425, with regard to salaries, hours and terms and conditions of employment except exempt employees under the IELRA, including but not necessarily limited to employees in the classifications of administration, and all other managerial, supervisory, confidential, short-term, and professional employees.

1.2 Management Rights

The School District shall retain the sole right and authority to operate and direct the affairs of the School District in all its various aspects, including but not limited to all rights and authority exercised by the School District prior to the execution of this Agreement, except as limited and/or modified in this Agreement provided, however, that the exercise of any of such rights shall not conflict with any of the express written provisions of this Agreement.

1.3 No Strike

Neither the Union nor any officers, agents, or employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, sympathy strike, slowdown, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted work-to-the-rule situation, mass absenteeism, or any other intentional interruption or disruption of the operations of the School District for the life of the Agreement. In addition, in the event of a violation of this section of this Article, the Union agrees to inform its members of their obligations under this Agreement and to direct them to return to work.

1.4 No Lockout

The School District will not lockout any employees during the term of this Agreement as a result of a labor dispute with the Union.

ARTICLE II WORKING CONDITIONS

2.1. Work Day

The working day for Employees shall consist of 7.5 continuous hours, and shall commence and end at such time as directed by the administration.

Faculty/staff members are expected to be present for evening functions that include the following: Unpack the Backpack Night, Parent/Teacher Conferences, Winter Program, Spring Fair, Graduation, and one home or away athletic event per year.

2.2 Initial Employment

At the time of initial employment in the District, each Teacher not employed for primarily supervisory or administrative duties shall be placed on the salary schedule by the Board at the appropriate step representing teaching experience and educational attainment. Employees shall be placed on the appropriate experience step for a maximum of ten years prior teaching experience of full-time service in public school teaching.

2.3 Movement on Salary Schedule

A. Education Movement: College credit classes obtained by a Teacher from an accredited institution shall apply towards horizontal advancement on the salary schedule, provided said Teacher has received prior approval in writing from the Superintendent that said course or courses are of value both to the Teacher and to the District.

Horizontal advancement on the salary schedule shall only take place at the beginning of each year. Said Teacher shall be responsible for providing the Superintendent with a properly certified transcript evidencing that such course work has been successfully completed by October 1st. A written notice must be submitted to the Superintendent by June 1st stating movement on the salary schedule is anticipated by October 1st.

B. Experience Movement: Completion of a minimum of ninety (90) school days or a full year of continuous, full time employment in the District shall entitle a Teacher to move down one step on the salary schedule.

2.4 Tuition Reimbursement

The Board shall reimburse after completion of coursework, at the sole discretion of the employer after consultation with the Union regarding any conditions not otherwise in conflict with this Agreement, tuition costs for college coursework that has previously been approved by the Board and successfully completed. Successful completion is defined as attainment of a grade of "C" or better and provision of a transcript.

2.5 Staff Development Leave

Each Teacher shall be entitled to attend, without loss of pay, professional development activities with the Superintendent's approval. Employees may be reimbursed for necessary expenses incurred, including but not limited to registration, meals, hotel and travel as determined by the Superintendent based on the needs of the District and District finances.

2.6 Meetings

Should the employee be required to meet with the Superintendent or the Board regarding a matter which may result in disciplinary action, he/she shall be notified of the reasons for the meeting, and shall be entitled to have a representative of the Union present. No non-probationary employee shall be suspended without pay or terminated without just cause, as defined in Illinois law.

2.7 Plan Periods

Each full-time Teacher shall receive a minimum of forty-four (44) minutes of planning time per full day.

2.8 School Year

- A. Employee School Year: The employee work year shall be one hundred eighty (180) work days, unless increased by State statute or administrative rule, in which case the parties agree that employees shall work such extra days for compensation in an amount not less than the per diem rate based on this Contract.
- B. The Union shall serve in an advisory capacity in putting together the school year calendar; however, the Board shall have sole discretion in making all final determinations.
- C. In the event of a field trip or other additional event which Teachers are required to attend, the Administration shall work with the Union to reach an agreement regarding any extension to the workday, release time, stipend or other affected working conditions.

2.9 Mileage Reimbursement

Any employee required by the Board to use his/her personal automobile for District purposes shall be allowed to claim mileage reimbursement from and to the school in the performance of their duties when personal vehicles are used. All mileage claims must be filed with the Superintendent and must be in accordance with district regulations. The rate of reimbursement will be the IRS rate.

2.10 Statistical Data

The Union President, upon request shall be provided the following current information:

- A copy of the annual audit report.
- A monthly statement of financial position.

The Superintendent will give the Union President on or before September 1st of each year a spreadsheet containing the following information as to Teacher's: 1) Salary; 2) Years of Experience; 3) Degree/Education; and 4) Teachers' Names.

The Union will be furnished a complete copy of the agenda for every Board meeting as soon as it is posted. Also, a copy of the official Board open session minutes, upon approval, and notices of all Board meetings and Board Committee meetings shall be given to the Union President.

2.11 Personnel Records

Section 1. A personnel file for each Teacher shall be kept in the Superintendent's office. The following information shall be included in the file; however, additional information may be included in the file as appropriate. When information regarding discipline is placed in a Teacher's file, the Teacher will be notified.

- A. Up-to-date official transcripts of all college credits earned.
- B. Up-to-date list of teaching qualifications.
- C. Completed withholding form.
- D. Teacher service record information.
- E. Copy of all teaching certificates.
- F. Evaluation and communications.

Each individual Teacher shall have the responsibility to review the materials listed in subparagraphs (A) through (E).

- Section 2. All material to be placed in the official personnel file shall be inserted in a timely fashion.
 - A. Upon written request, a Teacher shall have the right to review and have reproduced all materials, with the exception of confidential references used by the Teacher to secure a position, and those items excepted from the employee's right to inspect as contained in the Illinois Personal Record Review Act. Such review shall take place under the supervision of the designated Administrator concerned. Reproduction of the non-confidential materials will be made only by the District.
 - B. Rebuttal letter: Employees shall have the right to respond to any materials in their personnel folder and have the response placed in the file.

2.12 Use of School Facility

The Union shall have the right, upon prior notice to Superintendent, to use school classrooms/lounge for Union meetings.

In addition, the Union shall not be denied access to school equipment, including but not limited to computers, copy machines, mailboxes, bulletin boards and fax machines, provided the Union reimburses the School for copy and fax machine costs.

The Union is responsible for any cleaning and/or maintenance caused by their use. Any use of equipment and/or facilities by Union shall not interfere with any schoolwork and/or activities.

2.13 Access to Information

The names and mailing addresses of all bargaining unit members who do not otherwise request that such information remain privileged and confidential, shall be provided to the Union upon request. As new unit members are employed, separated, transferred or have name or address changes, the names and mailing addresses shall be provided to the Union within ten (10) workdays.

2.14 Communication

At the beginning of each school year, the Union shall be allowed up to thirty (30) minutes with newly hired employees. This will normally occur during new employee orientation or the first Teachers' Institute Day of a new school year.

The Union shall be notified within one (1) workday of the District's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member, including, but not limited to, names, email addresses, any part of a home address, or list of members of the union, dues payers, or non-members.

2.15 Teachers' Meetings

There will be no more than one mandatory faculty meeting per month called by the Superintendent. These faculty meetings will normally conclude by 4:15 p.m. The District shall provide the Union with a schedule of the yearly faculty meetings on or before the first teacher in-service date of each school year. It is agreed that mandatory Teacher faculty meetings do not include institute days nor half-day school improvement days. Further, Board and/or Superintendent reserves the right to call emergency meetings as needed for durations to not exceed thirty (30) minutes.

2.16 Union/Management Meetings

The Superintendent or his/her designee shall meet at least once a month or as needed during the months of September through May with representatives of the Union at mutually agreed upon times to discuss matters relating to the implementation of this Agreement. Proposed changes in existing policies and procedures and new policies and procedures may be subjects for discussion at such meetings. These meetings shall end by 4:15 P.M. unless mutually agreed otherwise.

2.17 Evaluation

The evaluation process will adhere to Illinois School Code.

2.18 Bus Duty

Teachers of grades 3rd-8th shall perform Bus Duty at the gym doors on the basis of a rotation, one (1) at a time. Teachers of grades K-2nd shall supervise students at the main entrance door. The schedule shall be set by the teachers and submitted to the superintendent for approval.

2.19 Assignments, Seniority and Transfers

- A. Assignment: A Teacher shall be given written notice of his/her tentative assignment on or before the last in-service day of the current school year. If it becomes necessary for the Board to change an assignment, Teacher will be notified as soon as possible.
- B. Posting of Vacancies: When openings occur each certified and qualified Teacher will be notified of such openings by the Administration through placement of vacancy fliers in Teachers' mailboxes. Over summer break the District will mail notices of openings to Teachers who are legally qualified and certified to hold the position. Any Teacher desiring to fill the vacancy shall, within seven business days of notice being sent, express his/her desire to the Superintendent's office. In filling vacancies, the Board will consider such relevant factors as the instructional needs of the District and the educational backgrounds, experiences, achievements and seniority of the candidates.
- C. Voluntary Transfers or Reassignment: Any Teacher may request a transfer or reassignment in the coming school year and may apply in writing to the Superintendent for a reassignment where a vacancy exists. In filling vacancies the Board will consider such relevant factors as the instructional needs of the District and educational backgrounds, experiences, achievements and seniority of the candidates.
- D. Reduction in Force: The Board shall abide by the School Code of Illinois as amended.
- E. Seniority shall be defined as the length of continuous service to the District. Upon employment, each employee shall receive a Seniority Date which shall be the date the Board approved his/her employment or the first day of actual work, whichever is earlier. If two or more employees have the same Seniority Date, the date of the employee's application shall control; whereby the employee with earlier application date shall be senior. If two or more employees still have the same seniority, the Employer or administration shall conduct a drawing of lots witnessed by the affected employees and an authorized Union representative.

2.20 Substitutes

Teachers shall not be required to arrange for his/her own substitute when absent.

2.21 Lesson Plans

Lesson plans for the forthcoming week must be submitted to the Superintendent/Principal on or before each Monday by 3:00 p.m. All lesson plans must be coded to illustrate the connections of each lesson to the Illinois Learning Standards or Common Core Standards. Each Teacher shall have access to a copy of the Illinois Learning Standards and Common Core Standards.

2.22 Purchasing

All purchases to be paid for with school funds require approval in advance from the district superintendent. Unless this approval is obtained, payment and/or reimbursement cannot be assured.

All purchases to be reimbursed to teachers must be submitted to the Superintendent with the original receipt and reimbursement document. One check per month will be written and distributed to the employee(s) the day after the next monthly board meeting.

ARTICLE III LEAVES OF ABSENCE

3.1 Sick Leave

For personal illness, serious illness or death in the employee's immediate family, and/or for birth, adoption or placement for adoption, an employee shall be allowed:

Years $1-6$	12 days
Years 7 – 13	13 days
Years 14-19	14 days
Years 20 and beyond	15 days

Years of experience shall be as defined within this Agreement. The limit on the number of sick days an employee may accumulate shall be 340 plus annual allotment (355).

Immediate family as herein used means wife, husband, children, brothers, sisters, father, mother, grandmother, grandfather, grandchildren, aunt, uncle, legal guardians, mother-in-law, father-in-law, brothers-in-law and sisters-in-law. Exceptions may be made by the Superintendent, in his/her sole discretion, for other relatives, who because of special circumstances, would be considered a member of the immediate family.

A physicians' certificate may be required as a basis for pay during leave after an absence of five (5) or more days for personal illness, or as it is deemed necessary in other cases. (Reference: 105 ILCS 5/24-6)

3.2 Personal Leave

Each employee shall be granted three (3) personal days per year without loss of pay or deduction of sick leave. Unused personal leave shall accumulate as sick leave. No explanation is needed.

The use of a personal day is subject to the following conditions:

- 1. Except in cases of emergency or unavoidable situations, personal leave requests are to be submitted to the Superintendent/principal at least three (3) days prior to the requested leave date.
- 2. No personal leave days may be used immediately before or immediately after a holiday without prior approval from the Superintendent/Principal.
- 3. Personal leave days may not be taken during the first or last five (5) days of the school year or on institute, in-service, or school-improvement days except in cases of emergency or unavoidable situations and only with the approval of the Superintendent.

- 4. Personal leave may not be used in increments of less than one-half day.
- 5. Personal leave days are subject to a substitute's availability.
- 6. Personal leave time may not be used by more than twenty-five percent (25%) of the teaching staff in each building at the same time.
- 7. In extraordinary and exceptional circumstances, the Superintendent may grant personal leave outside the foregoing limits at his/her sole discretion and any such action shall not be appealable or precedential in any respect.

Any unused personal leave days will be credited to an employee's accumulated sick leave at the end of the school year.

3.3 Bereavement Leave

In the event of the death of a member of an employee's family, such employee shall be entitled to three (3) days of absence without loss of pay and without loss of personal or sick leave. If the death is in the immediate family, the bereavement leave may be extended to a maximum of five (5) days with the additional days charged against unused sick leave. Immediate family as used herein shall be the same as defined in the Sick Leave section.

3.4 Jury Duty

Payment in full by the Board shall be made to an employee on jury duty provided such employee refunds to the Board the amount received as payment for such service, assuming that pay for duty is less than the employee's regular pay. Daily rates received for such duties shall be reimbursed to the Board only for those working days when the employee was absent and do not include any compensation received for food or travel.

Any employee should give at least five (5) days' prior notice of pending duty to the District.

3.5 Child Care Leave

The Board of Education shall provide any full-time Teacher an unpaid child care leave. A written plan shall be submitted to the Superintendent at least sixty (60) calendar days prior to the effective date of the leave. The Superintendent shall present the plan to the Board at their next available Board meeting. The plan shall indicate the last expected working day of the employee and expected date of return to service. An employee on child care leave maintains all rights, benefits, and privileges upon returning from the leave. Notwithstanding the above, the employee will not accumulate seniority during the leave. Upon completion of the child care leave, the Board will consider, but does not guarantee, that the employee will resume the assignment performed prior to the commencement of the leave. All provisions contained in this section shall apply for legal adoption.

3.6 Leave of Absence

A leave of absence for teachers for one year without pay or increment shall be granted for extended personal illness and for caring for a sick member of the immediate family. Similar leave of absence

without pay or increment shall be granted for professional study but will be limited to one teacher per year. Applications for such leave must be made in writing to the Superintendent. Leaves granted hereunder are countable toward any federal Family Medical Leave Act allotment.

A teacher returning from approved leave of absence shall be placed on the salary schedule at his/her prior cell unless the certified staff member worked at least ninety (90) school days in the school year in which the leave began, in which event the certified staff member shall be credited with an additional year's experience.

ARTICLE IV COMPENSATION/FRINGE BENEFITS

4.1 Payroll Distribution/Deductions

- A. Teachers shall be paid bi-weekly.
- B. Union Dues Deduction Union dues of AFT members shall be withheld bi-weekly from salary checks and paid monthly by check to AFT Local 604.

4.2 Extracurricular and Extra Duty Pay

- A. Extracurricular and extra duty pay shall be compensated as set forth in the schedule attached hereto as Appendix B.
- B. All vacant co-curricular activities shall be offered to employees covered by this Agreement prior to seeking persons from outside the school for sponsors.
- C. Payment shall be made on the first paycheck following the conclusion of the season or activity.

4.3 Salary Provisions

A. The salary schedule(s) as negotiated between the Board and Union can be found in Appendix A of this Agreement.

4.4 Teacher Retirement System

The annual salary set forth in the Salary Schedule (Appendix A) includes the Teachers' TRS contribution. In addition, the Board shall pay the Teachers' TRS contribution to TRS Teacher Retirees' Health Insurance (THIS) no more than 0.88% of the Teachers' annual salary. The TRS contribution shall be excluded from the gross income of the Teacher for income tax purposes and in compliance with IRS Rules and Regulations.

4.5 Retirement Incentive

- A. In order to qualify, employees must have at least 15 years of full-time teaching service in the District at the time of their retirement and be at least 55 years of age by June 1st of the retirement year.
- B. Employees must submit an irrevocable letter of intent to retire from the District by June 1st of the year when their retirement plan is to begin.
- C. Employees may select a plan in length between four (4) years and one (1) year. If the employee selects a four-year plan, his/her total creditable earnings during the fourth year before the retirement shall be increased by 6% over what it was the previous year and during the remaining three (3) years of employment, the employee's total creditable earnings shall be 6% more than it was the previous year. For employees selecting a plan less than four years, their total creditable earnings in each of the years remaining until retirement shall be 6% greater than the previous year.
- D. It is the intent of the parties that the Board of Education not be assessed any actuarial costs or other penalties by TRS as a result of employee creditable earnings increases in any of the last four years of employment exceeding 6%. Therefore, employees are not permitted to engage in any extra duties or other assignments that would cause their creditable earnings during that year to increase by more than 6%. The parties recognize that services compensated on a stipend basis are ordinarily treated by TRS as creditable earnings and thus such previous (and continuing) work shall be included in the calculation of whether the 6% limit would be exceeded. If employees engage in such activities that would trigger actuarial costs or other penalties by TRS, their compensation for those activities may be reduced to such a level that the 6% total creditable earnings limit is not exceeded.
- E. The Board has the right to limit entry into this incentive to not less than one (1) Teacher in any given year and participation in this incentive to no more than two (2) Teachers in any given year.

4.6 Health Insurance

The Board shall pay up to \$9,000 for the cost of the premium for single health insurance for each Teacher who elects coverage through the District. In addition, the Board shall pay ninety percent (90%) of the premium cost for single health insurance over \$9,000 and the Teacher shall pay the remaining ten percent (10%).

If a Teacher takes health insurance through the District and does not participate in the insurance wellness program, if applicable, that Teacher will not receive any additional amount above \$9,000 provided by the Board.

4.7 Life Insurance

The Board shall provide \$40,000 of Life Insurance for each Teacher.

4.8 Professional Development Stipend

Each Teacher shall receive a one-thousand dollar (\$1,000) per year stipend for professional development associated with the District's pending federal grant application. Such stipends shall be paid during the first three (3) years of the current Agreement, as set forth within the attached schedules, with payments to be made on or about August 1 of each year as set forth within such schedules. Such payments are subject to the requirement of continuous employment through the term of this Agreement. Such payments are not subject to the District's actual receipt of such federal grant monies.

If a Teacher resigns employment with the District after having received an installment of such stipend payments but before having served the year for which the stipend payment was made such a Teacher shall repay the District the pro-rated portion of the then-current installment within thirty (30) days of the effective date of such resignation. For example (and without limiting the generality of the foregoing language) if a Teacher were to resign employment from the District at the close of the 2023-2024 school year after having received his/her installment payments described above, such a Teacher would be required to return one-thousand dollars (\$1,000) to the District.

Any new teacher hired during the term of this Agreement shall be entitled to a portion of the annual stipend pro-rated based on such Teacher's date of commencement of work, with such payment being made during the first three (3) years of the current Agreement if possible. Under the example set forth in the preceding paragraph, one-thousand dollars (\$1,000) would be made available to any teacher hired to replace the teacher who resigned at the close of 2023-2024, subject to the requirement that the new teacher complete the 2024-2025 contract year.

ARTICLE V GRIEVANCE PROCEDURE

5.1 General

A. Definitions

1. Any claim by the Union or an employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.

B. Basic Principles

- 1. Every Teacher, group of Teachers, or the Union shall have the right present a grievance(s) in accordance with the procedure outlined in this Article.
- 2. All parties have the responsibility to consider and take action within the periods of time and within the authority delegated to them in this Article.
- 3. If a Teacher or the Union fails to pursue the appropriate step within the time limits established in the grievance procedure, the alleged grievance shall be dropped. If the Board or its administrator fails to respond within the time limit established, the grievant shall have the right to appeal the grievance to the next step.

- 4. A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as having never been filed.
- 5. Teachers involved after the Second Step of the grievance procedure may request Union representation at any grievance meeting.
- 6. All time limits shall consist of pupil attendance days, except that when a grievable action occurs less than twenty-five (25) calendar days before the end of the current school year, time limits shall then consist of week days (Monday through Friday) with the exception of Federal holidays. Both parties may mutually agree to extend any timelines.

C. Procedure

- 1. <u>First Step</u> An in-person contact by the grieving party shall be made to resolve any alleged grievance by means of an informal, verbal discussion between the aggrieved and the Superintendent or Direct Supervisor within ten (10) school days of the occurrence of the event that purportedly caused the alleged grievance.
- 2. Second Step If the alleged grievance cannot be resolved in Step One the Teacher or the Union may present the grievance in writing to the Superintendent or Direct Supervisor within twenty (20) school days of the occurrence of the event that purportedly caused the alleged grievance. The written grievance shall identify the grievant, include a detailed description of relevant facts, identify all provisions of the contract allegedly violated, and describe the remedy requested. The Teacher and the Union shall be provided with the Superintendent or Supervisor's written response within ten (10) school days following receipt of the written grievance.
- 3. Third Step If the grievance is not resolved in Step Two, the Teacher or Union may appeal the grievance in writing addressed "Grievance to the Board of Education, c/o the Secretary of the Board of Education" and delivered to the Secretary of the Board of Education within ten (10) school days after receipt of the Step Two answer. Further, the Teacher or Union must include in the appeal a detailed description of relevant facts, the remedy requested, and the reasons supporting the position that the alleged grievance represents a violation, misrepresentation, or misapplication of the Board-Union Agreement. The Board shall hear the alleged grievance within fifteen (15) school days with such parties as either group may desire. The hearing shall be closed at the request of either group. The Teacher and Union shall be provided with the written response of the Board within fifteen (15) school days after the hearing.
- 4. Fourth Step In the event that the grievance has not been satisfactorily resolved in Step Three of the Grievance Procedure, the Union may request in writing within ten (10) school days after receipt of the Step Three answer that the matter go to arbitration. The Board or its designee and the Union shall request a panel of five arbitrators from the Federal Mediation and Conciliation Service. If the Board, or their designee, and the Union are unable to agree upon one of the panel members to resolve the grievance, an arbitrator shall be chosen by each party alternately striking one name from the list until only one name remains. The Union shall strike the first name; the Board shall strike the second name, etc.

- a. <u>Basis of Decision</u> The arbitrator shall consider and decide only the specific issues submitted to him/her in writing and shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The Arbitrator shall have no right to amend, modify, nullify, add to, or subtract from the provisions of the Agreement. The Arbitrator shall have no authority to make a decision on an issue not submitted or raised nor one that is contrary to or inconsistent with applicable laws or rules and regulations of administrative bodies that have the force and effect of law.
- b. <u>Arbitration Cost</u> Each party shall pay the cost of expenditures incurred by it in connection with the arbitration. The cost of the arbitration and the arbitrator's copy of the proceedings shall be borne equally by the Employer and the Union. Should either party desire a copy of the proceeding, the party requesting the copy shall pay the cost of the copy but both parties shall have access.

ARTICLE VI DUES DEDUCTION

The District shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, the Union will notify the employer after the close of the revocation window.

The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) workdays.

The Union shall indemnify and hold harmless the District, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability including, but not limited to damages, attorney fees, and costs that shall arise out of or by reason of action taken by the District for the purpose of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions. Such indemnifications/hold harmless payments of attorney fees and court costs shall be made by the Union to the District within thirty (30) days of any written demand from the District to the Union for such payments. If an improper deduction (as determined by the Union or a Court of competent jurisdiction) as directed by the Union is made and remitted to the Union, then the Union shall promptly refund any such improperly deducted amount directly to the employee involved and promptly inform the District of any such reimbursement. The District will notify the Union of any written claim, demand, or suit arising from this section.

ARTICLE VII TERMINATION

This Agreement shall be effective as of July 1, 2021, and shall remain in full force and effect until June 30th, 2025. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days' written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

ARTICLE VIII SAVINGS CLAUSE

In the event that any of the provisions of this Agreement shall be or become legally invalid or unenforceable this shall not affect the remainder of the provisions hereof, and either party, upon written notice, may demand negotiations of the subject held legally invalid or unenforceable.

ARTICLE IX ZIPPER CLAUSE

This Agreement, upon ratification, supercedes all prior practices and agreements, whether written or oral, unless expressly stated to the contrary herein, constitutes the complete and entire agreement between the parties, and concludes collective bargaining for the term of the Agreement, except for mandatory subjects of bargaining as defined in the Illinois Education Labor Relations Act. In so agreeing, the parties acknowledge that, during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

COMPENSATION

Exp.	BS	BS+15	MS	MS+12	MS+24
1-4	\$37,740	\$38,872	\$40,038	\$41,240	\$42,477
5-6	\$38,948	\$40,116	\$41,320	\$42,559	\$43,836
7-8	\$40,194	\$41,400	\$42,642	\$43,921	\$45,239
9-10	\$41,480	\$42,725	\$44,006	\$45,327	\$46,686
11-12	\$42,808	\$44,092	\$45,415	\$46,777	\$48,180
13-14	\$44,177	\$45,503	\$46,868	\$48,274	\$49,722
15-16	\$45,591	\$46,959	\$48,368	\$49,819	\$51,313
17-18	\$47,050	\$48,462	\$49,915	\$51,413	\$52,955
19-20	\$48,556	\$50,012	\$51,513	\$53,058	\$54,650
21-22	\$49,333	\$51,613	\$53,161	\$54,756	\$56,399
23-24	\$50,122	\$53,264	\$54,862	\$56,508	\$58,203
25-26	\$50,924	\$54,969	\$56,618	\$58,316	\$60,066
27-28	\$51,739	\$56,728	\$58,430	\$60,182	\$61,988
29-30	\$52,566	\$58,543	\$60,299	\$62,108	\$63,972
31-32	\$53,407	\$59,480	\$62,229	\$64,096	\$66,019
33-34	\$54,262	\$60,431	\$64,220	\$66,147	\$68,131
35-36	\$55,130	\$61,398	\$66,275	\$68,264	\$70,311
37-38	\$56,012	\$62,381	\$67,336	\$70,448	\$72,561
39+	\$56,908	\$63,379	\$68,413	\$71,575	\$74,883

	2021-22	Salary	PD Stipend	Total w/PD Stipend
	Teacher A	\$41,320	\$2,000	\$43,320
*	Teacher B	\$46,613	\$0	\$46,613
	Teacher C	\$46,868	\$1,500	\$48,368
	Teacher D	\$60,299	\$2,000	\$62,299
	Teacher E	\$61,988	\$500	\$62,488
	Teacher F	\$66,019	\$500	\$66,519

^{*}Adjusted by -\$255, added to 2023-24 salary

COMPENSATION

Exp.	BS	BS+15	MS	MS+12	MS+24
1-4	\$38,410	\$39,524	\$40,670	\$41,850	\$43,063
5-6	\$39,601	\$40,749	\$41,931	\$43,147	\$44,398
7-8	\$40,828	\$42,012	\$43,231	\$44,484	\$45,774
9-10	\$42,094	\$43,315	\$44,571	\$45,863	\$47,193
11-12	\$43,399	\$44,657	\$45,953	\$47,285	\$48,656
13-14	\$44,744	\$46,042	\$47,377	\$48,751	\$50,165
15-16	\$46,131	\$47,469	\$48,846	\$50,262	\$51,720
17-18	\$47,561	\$48,941	\$50,360	\$51,820	\$53,323
19-20	\$49,036	\$50,458	\$51,921	\$53,427	\$54,976
21-22	\$49,796	\$52,022	\$53,531	\$55,083	\$56,681
23-24	\$50,568	\$53,635	\$55,190	\$56,791	\$58,438
25-26	\$51,352	\$55,297	\$56,901	\$58,551	\$60,249
27-28	\$52,147	\$57,012	\$58,665	\$60,366	\$62,117
29-30	\$52,956	\$58,779	\$60,484	\$62,238	\$64,043
31-32	\$53,777	\$59,690	\$62,359	\$64,167	\$66,028
33-34	\$54,610	\$60,615	\$64,292	\$66,156	\$68,075
35-36	\$55,457	\$61,555	\$66,285	\$68,207	\$70,185
37-38	\$56,316	\$62,509	\$67,312	\$70,321	\$72,361
39+	\$57,189	\$63,478	\$68,356	\$71,411	\$74,604

2022-23	Salary	PD Stipend	Total w/PD Stipend
Teacher A	\$43,231	\$2,000	\$45,231
Teacher B	\$47,377	\$2,000	\$49,377
Teacher C	\$48,846	\$2,000	\$50,846
Teacher D	\$62,359	\$2,000	\$64,359
Teacher E	\$64,043	\$1,500	\$65,543
Teacher F	\$66,028	\$2,000	\$68,028
		<u> </u>	·

COMPENSATION

Ехр.	BS	BS+15	MS	MS+12	MS+24
1-4	\$40,000	\$41,090	\$42,210	\$43,360	\$44,541
5-6	\$41,170	\$42,292	\$43,444	\$44,628	\$45,844
7-8	\$42,374	\$43,529	\$44,715	\$45,934	\$47,185
9-10	\$43,614	\$44,802	\$46,023	\$47,277	\$48,565
11-12	\$44,889	\$46,113	\$47,369	\$48,660	\$49,986
13-14	\$46,202	\$47,461	\$48,755	\$50,083	\$51,448
15-16	\$47,554	\$48,850	\$50,181	\$51,548	\$52,953
17-18	\$48,945	\$50,278	\$51,649	\$53,056	\$54,502
19-20	\$50,376	\$51,749	\$53,159	\$54,608	\$56,096
21-22	\$51,113	\$53,263	\$54,714	\$56,205	\$57,737
23-24	\$51,861	\$54,821	\$56,315	\$57,849	\$59,426
25-26	\$52,619	\$56,424	\$57,962	\$59,541	\$61,164
27-28	\$53,389	\$58,075	\$59,657	\$61,283	\$62,953
29-30	\$54,169	\$59,773	\$61,402	\$63,075	\$64,794
31-32	\$54,962	\$60,648	\$63,198	\$64,920	\$66,689
33-34	\$55,766	\$61,534	\$65,047	\$66,819	\$68,640
35-36	\$56,581	\$62,434	\$66,949	\$68,774	\$70,648
37-38	\$57,409	\$63,348	\$67,928	\$70,785	\$72,714
39+	\$58,248	\$64,274	\$68,922	\$71,821	\$74,841

	2023-24	Salary	PD Stipend	Total w/PD Stipend
	Teacher A	\$44,715	\$0	\$44,715
	Teacher B	\$50,181	\$2,000	\$52,181
	Teacher C	\$50,181	\$500	\$50,681
*	Teacher D	\$68,220	\$0	\$68,220
	Teacher E	\$64,794	\$2,000	\$66,794
	Teacher F	\$68,640	\$1,500	\$70,140

^{*} Projected retirement incentive

COMPENSATION

Exp.	BS	BS+15	MS	MS+12	MS+24
1-4	\$40,000	\$41,090	\$42,210	\$43,360	\$44,541
5-6	\$41,170	\$42,292	\$43,444	\$44,628	\$45,844
7-8	\$42,374	\$43,529	\$44,715	\$45,934	\$47,185
9-10	\$43,614	\$44,802	\$46,023	\$47,277	\$48,565
11-12	\$44,889	\$46,113	\$47,369	\$48,660	\$49,986
13-14	\$46,202	\$47,461	\$48,755	\$50,083	\$51,448
15-16	\$47,554	\$48,850	\$50,181	\$51,548	\$52,953
17-18	\$48,945	\$50,278	\$51,649	\$53,056	\$54,502
19-20	\$50,376	\$51,749	\$53,159	\$54,608	\$56,096
21-22	\$51,113	\$53,263	\$54,714	\$56,205	\$57,737
23-24	\$51,861	\$54,821	\$56,315	\$57,849	\$59,426
25-26	\$52,619	\$56,424	\$57,962	\$59,541	\$61,164
27-28	\$53,389	\$58,075	\$59,657	\$61,283	\$62,953
29-30	\$54,169	\$59,773	\$61,402	\$63,075	\$64,794
31-32	\$54,962	\$60,648	\$63,198	\$64,920	\$66,689
33-34	\$55,766	\$61,534	\$65,047	\$66,819	\$68,640
35-36	\$56,581	\$62,434	\$66,949	\$68,774	\$70,648
37-38	\$57,409	\$63,348	\$67,928	\$70,785	\$72,714
39+	\$58,248	\$64,274	\$68,922	\$71,821	\$74,841

	2023-24	Salary	PD Stipend	Total w/PD Stipend
	Teacher A	\$46,023	\$0	\$46,023
	Teacher B	\$50,436	\$0	\$50,436
	Teacher C	\$51,649	\$0	\$51,649
*	Teacher D	72,313	\$0	\$72,313
*	Teacher E	70,802	\$0	\$70,802
	Teacher F	\$68,640	\$0	\$68,640

^{*} Projected retirement incentive

APPENDIX B

EXTRA-CURRICULAR/EXTRA DUTY SALARY SCHEDULE

POSITION	
Athletic Director	\$2,000
Volleyball	\$1,800
Boys' Basketball	\$1,800
Cheerleaders	\$600
Scholastic Bowl	\$1,200
Track	\$1,200
Girls' Basketball	\$1,800
Student Council	\$900
Webpage Coordinator	\$1,500
Yearbook	\$600
Communication Coordinator	\$800
Substitute Caller	\$900
Internal Substitute	\$25 / period

ACCEPTANCE OF AGREEMENT

Lostant Council, AFT Local 604 IFT/AFT/AFL-CIO	Lostant CUSD 425 Lostant, IL	
Council President	Board President	
Date	Date	