

THE 2014 – 2017 AGREEMENT

BETWEEN THE

BOARD OF EDUCATION
SCHOOL DISTRICT NUMBER 92
WILL COUNTY, ILLINOIS

AND THE

WILL COUNTY DISTRICT #92 COUNCIL,
AFT LOCAL 604

LOCKPORT, ILLINOIS

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PREAMBLE

The Board and the Union firmly believe that the primary function of the Board and its professional staff is to assure each boy and girl attending the Will County School District 92 schools an effective educational program. The Board recognizes that teaching is a profession: the Board and Union believe that the objectives of the educational program are realized to a high degree when mutual understanding, cooperation, and effective communications exist between the Board and its teaching staff.

ARTICLE I. RECOGNITION

The Board of Education of School District Number 92, Will County, Illinois, (hereinafter referred to as the Board) recognizes the Will County District #92 Council, AFT Local 604 (hereinafter referred to as the Union) as the sole and exclusive bargaining representative for all full-time and regularly employed part-time teachers on matters of salary, fringe benefits, and working conditions. The term “teacher” shall not include Superintendent, administrative assistant, business manager, and Principal.

ARTICLE II. MEETINGS

- A. Notice of the dates of union meetings shall be supplied to the Office of the Superintendent prior to the end of the school year so as to set up the school calendar. No district meetings will be scheduled to conflict with union meetings and no union meetings will be scheduled to conflict with district meetings.
- B. Upon mutual agreement as to time and duration, the President of the Union and the Superintendent and/or his representative will meet to discuss conditions of this agreement and mutually agreed topics. Meetings will take place once a month at the request of the union representative.
- C. Upon mutual agreement as to time and duration, the building representative of the Union and the building principal will meet to discuss conditions of this agreement and mutually agreed topics. Meetings will take place once a month at the request of the union representative.

ARTICLE III. BOARD OF EDUCATION AGENDA

- A. The Union shall have reasonable access to a place on the agenda of meetings of the Board of Education, providing that such requests shall be submitted in writing not less than seven school days prior to the date of the meetings. Such notice of the general topic or area will be presented in reasonable substance.

In addition, the Union shall be authorized to make a brief announcement at the end of an institute.

- B. A copy of the current monthly board meeting agenda and unofficial typed minutes of the previous meeting will be available in the Superintendent’s office on Friday preceding the board meeting.

Notice of special board meetings will be posted on the bulletin board in the teachers’ workroom prior to the board meetings.

ARTICLE IV. USE OF EQUIPMENT

- A. Insofar as no cost to the school district is incurred, or no removal of equipment or property from the premises of the district is allowed, reasonable use of the school duplicating machine, a computer, the single-room amplification system, and the school building mail boxes shall be permitted. No written union material shall be distributed unless it has been signed by the Union and the principal has received a copy. Nothing included herein shall authorize the utilization of school equipment in such a way as to impede or impair the regular operations of the schools, and first priority for equipment use shall be the needs of the instructional program. Said equipment to be used after school hours and cost of all materials in connection with the equipment will be the responsibility of the Union.

- B. Bulletin board space will be provided in the teachers' workroom of each building for the posting of union notices and information.

ARTICLE V. TEACHING ASSIGNMENTS

By May 15 of any given school year, a tentative schedule of all paid teacher assignments for the coming school year will be posted. Teaching assignment is interpreted to mean grade level in grades K-5 and basic subject areas in grades 6-8.

Teachers coaching/sponsoring paid extra duty assignments during the current school term and returning to those activities for the following school term as determined by the administration, will be notified of those assignments by May 15.

The following guidelines are being used to determine yearly teaching assignments and will be used in the event that a reduction in force occurs due to budgetary reductions or significant decline in enrollment. To maintain present programs and reinstate eliminated programs (i.e., reading, art, music, physical education, and health) is considered very important. Reinstated programs will be listed as a vacancy. (See Article XVIII, Section "B".)

1. Where possible, the remaining teachers are kept at the same grade level or subject area.

2. Reassignment shall be based on seniority and document #1 qualification. In the event more than one teacher is document #1 qualified, seniority (length of service in the school district) shall prevail. Reassignment, in that case, shall be in inverse order of seniority.

3. Consideration is given to teachers making written requests for a change in their present grade level or subject areas. (See Article XVIII.)

Every effort will be made by the administration to adhere to the assignment given. Any necessary change will be relayed to the teacher involved as soon as possible. At the request of

the teacher a meeting between the building principal and the teacher will be held at a mutually acceptable time to discuss the assignment. Teachers will occasionally have access to their buildings during weekends to work in their rooms upon the approval of the Superintendent/designee.

ARTICLE VI. SUBSTITUTE TEACHING

When it is known that an individual teacher is to be absent for a period of four consecutive weeks, a rified teacher will be asked to fill the position before asking other regular substitutes. Rified teachers will be called in the order of seniority as stated in Section 24-12 of the *Illinois School Code*. Only teachers who are qualified to fill the position will be called. A rified teacher is a teacher who was released due to a reduction in force during the prior school year.

ARTICLE VII. NORMAL SCHOOL DAY/YEAR

A. SCHOOL DAY

The normal work day for teachers shall be seven (7) hours. Five class periods per week or equivalent will be granted to each teacher to be used for preparation purposes to enhance the educational program. The starting and ending times will be scheduled by the principal at each school building.

There shall be a maximum of two faculty meetings per month scheduled beyond the normal workday not to exceed in aggregate a maximum of 20 minutes per month. These meetings shall be held in the morning and shall not begin earlier than twenty minutes prior to the start of the normal work day. The principal at each school building shall establish a common day(s) of the week for faculty meetings. The Administration will give a minimum of 24 hours notice to cancel each faculty meeting. It is understood that emergency situations may prevent such notice.

Information and material that can be dispensed via mailboxes shall be distributed in that manner.

The normal school day shall be suspended for Report Card Parent-Teacher Conference Day. (Instead, the same hours as the school day shall be scheduled appropriately for the Report Card Parent-Teacher Conference Day.)

B. SCHOOL CALENDAR

The annual school calendar shall consist of one hundred eighty-five (185) days, of which actual pupil attendance shall be one hundred seventy-six (176) days. Four (4) days shall be officially declared full-day institutes. Five (5) days shall be designated as emergency days and will be used only in lieu of days lost because of emergency school closing. Union recommendations regarding the calendar shall be made to the Superintendent prior to January 31.

ARTICLE VIII. FAIR PRACTICES

The Board and the Union agree not to discriminate against any teacher on the basis of race, creed, color, national origin, sex or marital status or membership or non-membership, or participation in the activities of Will County District #92 Council, AFT local 604.

ARTICLE IX. ACADEMIC FREEDOM

Teachers have the right to use learning materials and to structure learning activities within the planned instructional program, according to their best professional judgment recognizing their responsibility to intellectual integrity and scholarly objectivity. Notification will be made by the teacher to the principal whenever a teacher intends to inject into course coverage units which might clearly be anticipated to be controversial. After proper notification has been made to the building principal, and thorough discussion had regarding all ramifications of the controversial material, it will be jointly agreed upon as to the introduction of such material into the curriculum.

ARTICLE X. PERSONNEL FILE

Any member of the professional staff, upon request, may have access to his or her personnel file. The Superintendent or his/her designee must be present during review of the file.

Letters and material of confidential nature will not be made available to the teacher.

A teacher shall be permitted to reproduce any non-confidential material in his or her file.

The teacher shall have the opportunity to answer any material available in the file and the answer shall become a part of the file.

No material derogatory to a teacher's conduct, service, character or personality shall be placed in the file unless the teacher has had an opportunity to read the material. The teacher shall acknowledge that he/she has read such material by affixing his/her signature on the actual copy to be filed with the understanding that such signature merely signifies that he/she read the material to be filed but does not indicate agreement with its content. No parental evaluation shall be used unless a signed statement by the parent is present.

ARTICLE XI. INSTRUCTION AND MATERIALS

- A. The Board will see that ample supplies are provided to the teachers to carry out the complete educational program, except when financial exigency exists. However, in some circumstances, after approval by the building principal, teachers will be allowed to

purchase incidental materials and supplies to be used in the educational program and will be reimbursed for the cost of such materials.

- B. The Board agrees that adequate audio-visual and other equipment necessary to carry out an effective educational program is a matter which shall continue to receive serious and reasonable consideration in the preparation of budget allocations and resource distributions.
- C. It is agreed that grades shall ordinarily be given and finalized by the teacher. Changes shall be made only for specific and exceptional cause after careful investigation and analysis. In no case will any grade be administratively raised or lowered except after notice, and a thorough discussion is held with the teacher provided the teacher agrees to meet.
- D. The Board and the Union agree that unnecessary classroom interruptions interfere with the instruction of students. Teachers and administrators are both obligated to assume responsibility for eliminating unnecessary interruptions. Each building faculty will establish its own code of conduct within the first month of school. Principals shall use the public address system only when necessary. Each shall:
 - 1. Establish a regular time for announcements.
 - 2. Keep the frequency of announcements to a minimum.
 - 3. Avoid interrupting rooms not concerned with specific announcements.
 - 4. Keep the length of announcements to a minimum.
 - 5. Not use the system for monitoring purposes.

ARTICLE XII. SERIOUS DISRUPTION BY STUDENT, ETC.

The Board and Union agree that the students' right to an education shall be zealously protected. It is also agreed that reasonable conditions for learning and protection of the rights of others must be maintained for the welfare of all. The Board and Union agree that in unusual cases, and in spite of the best efforts of teachers, circumstances can arise in which temporary removal of a child is necessary and desirable for both the child and the group.

In such cases, therefore, of serious disruption by children, the teacher shall have the right to remove such child or children from class after the building principal has been notified and both the teacher and principal agree upon the disposition of the case.

In the event of a flagrant act on the part of a student(s) where the building principal is not in the building or district at the time, the administrator on duty in the district will be notified immediately.

ARTICLE XIII. EVALUATION

A joint Teacher/Administration Evaluation Committee (TEC) shall continue as a sub-committee of the joint bargaining teams of the Board and the Union. The TEC committee shall continue to monitor the evaluation plan for all bargaining unit members.

Such plan includes but is not limited to provisions for:

- A. Criteria and standards of performance.
- B. Description of duties and responsibilities.
- C. Description of the rating system.
- D. Evaluation procedure and instruments.
- E. Remediation plan and procedures.
- F. Schedule of evaluation plan review.

*(Note: The current district/staff evaluation instrument is available in the office of each building principal, union offices and Office of Superintendent.)

ARTICLE XIV. POST-DEGREE CREDIT/TUITION REIMBURSEMENT

All post-degree credit after employment must be at the graduate level and pre-approved by the Superintendent prior to the commencement of such work in order to qualify for reimbursement and to be applicable to movement on the salary schedule. Approval shall be granted for courses taken for advanced or further certification requirements, expansion of knowledge of school subjects taught in the district, expansion of knowledge of teaching methods, and/or psychology, completion of approved advanced degree requirements, and/or professional development.

The Superintendent may, but is not required to, consider approval of courses subsequent to their completion.

In extraordinary circumstances, and without creating a practice, approval for undergraduate credit shall be limited to an accumulated maximum of fifteen (15) undergraduate hours subject to the provision of paragraph 1.

The Board shall reimburse the teacher for his/her actual tuition cost upon completion of such pre-approved course work as described below. In order to qualify, the teacher must earn a grade of "B" or better, or Pass when permitted by the institution. The Board's obligation to reimburse

for such course work shall be limited to no more than 45 graduate hours beyond the Bachelor's Degree and no more than 45 graduate hours beyond the Master's Degree. This provision shall apply prospectively for those teachers possessing only a Bachelor's Degree, and thereafter, once a Master's Degree has been awarded, as well as for those teachers who have a Master's Degree.

Hours must be earned subsequent to a degree conferred and shall consist of resident study in an approved and accredited institution.

The Board shall establish a fund for the designated school years for tuition reimbursement.

Any teacher who receives the approval of the Superintendent shall be entitled to receive reimbursement for actual tuition costs not to exceed a maximum per course hour as indicated below and not to exceed a maximum of eighteen (18) graduate hours per school year.

Teachers requesting reimbursement must submit suitable evidence of successful course completion for the same before September 20th of the school year following completion of the graduate course work. Failure to submit the request for reimbursement by September 30th will result in the inability of the teacher to receive reimbursement. To qualify for tuition reimbursement the teacher must return as a regular employee of the District the September following completion of their course work, except those teachers with unexpired recall rights. Failure to submit official transcripts by December 31st of each year shall result without further action, in forfeiture of all reimbursement paid and the teacher shall then repay the amount reimbursed to the Board, either within fifteen (15) days, or the Board may commence salary deductions for such payments in equal installments for the remainder of the school year provided, however, such reimbursements shall be added to the unused carry over as specified below.

From the fund designated by the Board, if all requests for reimbursements do not exceed the sums indicated below, then and only then, shall teachers submitting reimbursement requests receive the actual cost of tuition to the maximum reimbursement.

If, however, the sum total of reimbursement requests exceeds the sums indicated below, then all teachers will receive a proportionate share of their actual costs provided the entire reimbursement does not exceed said sums.

For the term of this Agreement, the total annual fund amount available for tuition reimbursement shall be \$60,000 (14-15), \$62,000 (15-16), and \$62,000 (16-17). Unused funds shall not accumulate from year to year. The maximum tuition reimbursement for the term of this Agreement shall be \$140.00 per credit hour.

Teachers who wish to qualify for horizontal lane advancement must provide proof of successful completion of course work with a grade report or professor's letter by September 15 and an official transcript by October 15. Upon receipt of the transcript the person's salary will be adjusted retroactively to the beginning of the contract year. For half year movement horizontally, the dates are January 31 and February 28, respectively, for the second half of the school term. The Board and the Union may agree to offer professional growth conferences in

lieu of graduate courses as equivalent semester hours of credit for tuition reimbursement and/or salary advancement, on a program/course basis.

ARTICLE XV. LEAVES

- A. All full-time teachers shall be granted sixteen (16) days sick leave per school year. If any such teacher or employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum available leave of three hundred and sixty (360) days at full pay. In the event a teacher has accumulated the maximum available leave of 360 days, that teacher shall be granted the 16 days sick leave as all other teachers, but shall not be allowed to accumulate more than 360 days. Interpreted as follows: First year, sixteen days: second year, sixteen days plus sixteen accumulated leave, etc. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household. Immediate family to be parents, spouse, brothers, sisters, children, grandparents, grandchildren, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, daughter-in-law, son-in-law, and legal guardians.

The School Board may require a physician's certificate or if treatment by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave after an absence of three (3) consecutive days for personal illness, or as it may deem necessary in other cases. Death in the immediate family as aforesaid interpreted shall not be counted as sick leave. A maximum of three scheduled school days shall be granted for each death with additional days considered in each individual case. Record of absences shall be kept by the Superintendent. No extra pay shall be allowed if leave is not used.

- B. Upon recommendation of the Superintendent, the Board of Education may permit members of the professional staff to take leave not in excess of one year in length for rest, restoration of health, or child care reasons. No sick leave accumulation will be allowed by reason of leave of absence.
- C. Child care leave shall be defined as a leave granted for child care and foster parenthood. It is understood foster parenthood will apply to cases involving children under the age of ten (10) years. An employee shall be granted a child care leave not to exceed the balance of the school year in which the leave begins plus one (1) additional school year.

Upon written request submitted to the Superintendent by the teacher involved, the Board of Education shall grant a leave under the following conditions to full-time teachers:

1. Child Rearing Leave
 - a. The employee shall notify the Superintendent of the anticipated date that the leave will begin at least one (1) month prior to such date unless circumstances require a later date for notification. Every effort will be made to have such leaves terminate immediately prior to the beginning of

a new school term or semester after the winter recess. The Superintendent may waive any of the above conditions and such waiver shall be non-precedential.

- b. Sick pay may be used during the period of pregnancy or postnatal period, to the extent it has been accumulated, for that period of time that the teacher is unable to work due to her pregnant condition or postnatal complications. A physician's statement shall be submitted to verify the need to use sick leave six weeks after the birth of the child. The remainder of time in the child rearing leave shall be without pay.
2. In the case of foster parenthood, notification of the anticipation of a leave shall be given to the building principal at the time the employee has been notified of eligibility. Such notification of anticipated leave shall be placed on file with the office for a period of one year and renewable each succeeding year.
 3. All fringe benefits cease when the unpaid leave goes into effect. The teacher involved shall be permitted to continue the insurance benefits at his/her own expense for the period of the leave.
 4. Advancement on the salary schedule will be allowed according to the following:
 - a. If the leave is granted after ninety (90) work days of a school year, that full year will be allowed on the schedule.
 - b. If the leave is granted prior to ninety (90) work days, no advancement on the schedule will be allowed.
 5. Upon termination of the child care leave, the teacher involved shall notify the Superintendent as to his/her intentions to return to active duty. This notification shall be in writing at least ninety (90) days prior to the termination of the leave. Failure to give such notice shall be conclusively determined to be a resignation. The approval of the leave by the Board shall be in writing and shall notify the teacher of the requirement of giving notice.
 6. A teacher being granted a child care leave shall be entitled to a teaching position for which she/he qualifies upon her/his return from said leave.

D. Adoption Leave

Upon written request submitted to the Superintendent by the teacher requesting an adoption leave, the Board of Education may grant such leave under the following conditions:

1. The Superintendent of Schools will be notified in writing within ten (10) days of filing an application for a child with an adoption agency.

2. The Superintendent of Schools will be notified in writing immediately upon notification to the teacher that child placement or custody is about to take place. (Specific date, if known, must be indicated.)
3. The leave shall be granted for the remainder of the school year in progress; if granted during the summer months, the entire next school year shall be the length of the leave unless an earlier return by mutual agreement has been negotiated.
4. If additional leave is desired a new request for adoption leave must be filed with the Superintendent at least ninety (90) days prior to the opening of the next school year.
5. All fringe benefits cease when the leave goes into effect. The teacher involved shall be permitted to continue the insurance benefits at his/her own expense for the period of the leave.
6. Advancement on the salary schedule will be allowed according to Item 3, Section D, Child Care Leave.
7. Upon termination of the leave, the teacher involved shall notify the Superintendent as to his/her intentions to return to active duty. This notification shall be in writing at least ninety (90) days prior to the first day of the next school year. Failure to give such notice shall be conclusively determined to be a resignation. The approval of the leave by the Board shall be in writing and shall notify the teacher of the requirement of giving notice.
8. A teacher being granted adoption leave shall be entitled to a teaching position for which she/he qualifies upon her/his return from said leave.
9. If any of the above-mentioned items are not met any opportunity for an adoption leave will be nullified.
10. Provisions under adoption leave shall apply only if a child to be adopted is six (6) months of age or younger.

E. Teachers are entitled to leave according to the terms of the *Family Medical Leave Act*.

F. Continuation of Insurance Coverage During Leave:

Except in those cases where the *Family and Medical Leave Act* provides that the Board shall pay the premiums, a teacher may continue insurance coverage while on leave at the teacher's own expense.

G. Personal Leave

Teachers shall be granted a maximum of three (3) personal leave days (pro rata to FTE) per year with pay. A personal leave day is defined as a day to allow personal time to

conduct personal business (but not vacation, travel, income production or work stoppage), which is impossible to schedule at a time other than during a school day.

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

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Administrator in advance of the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, during the first and/or last 5 days of the school year, in connection with school vacation time requests.
3. Personal leave days may not be used in two-day increments.
4. Personal leave may not be used on an inservice training day.
5. Personal leave may not be used when the employee's absence would create an undue hardship; *i.e.*, more than two teachers per attendance center absent on personal leave.
6. All of the above provisions (2-5) may be waived or accepted by the Superintendent in his/her discretion without establishing a precedent.
7. Unused personal leave shall accumulate only as accumulated sick leave.

ARTICLE XVI. HEALTH AND WELFARE

- A. The Board of Education will provide medical and dental insurance coverage for all teachers and their dependents. The Board of Education will also provide \$30,000 in term life insurance coverage on each teacher.

The major medical coverage shall continue in a form substantially similar to the plan in effect as of the date of execution of this Agreement except to the extent that: (i) the co-payment for the drug card shall be \$10 for generic brand prescriptions, \$25 for formulary prescriptions and \$40 for name brand prescriptions beginning in the 2004-2005 school year; and the 2014-2017 deductible shall be \$450 annually beginning in the school year. For full-time employees whose employment shall begin for the first time in District 92 on or after the commencement of the 1999-2000 school year, the Board shall contribute the sum of one-half the dependent coverage cost while non-tenured, and, upon acquiring tenure, one-half of the difference between dependent and single coverage plus one-half the cost of dependent coverage. The balance of such cost shall be paid by the employee in the form of payroll deduction.

The Board of Education will extend the medical, dental and life insurance coverage for teachers leaving the district until August 31st upon meeting the following conditions:

1. The teacher must be employed for the full school year.
2. Written notice of the resignation or retirement must be given to the Superintendent or building principal by May 1st.

The Board of Education will extend the medical, dental and life insurance coverage until August 31st for teachers who have been employed the full school year and are terminated.

- B. The Board of Education shall purchase with district funds the type and amount of insurance necessary to protect itself as a corporate body, its individual members, its appointed officers, and its employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental injury to any person or in property damage within or without the school building while the above-name insured are acting in the discharge of their duties within the scope of their employment and/or under the direction of the Board.

ARTICLE XVII. DISTRICT RETIREMENT PROGRAM

- A. Provisions Applicable to all Retirees
1. If an employee gives the Board an irrevocable written notice of retirement by March 1 four years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining four years of service.
 2. If an employee gives the Board an irrevocable written notice of retirement by March 1 three years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining three years of service.
 3. If an employee gives the Board an irrevocable written notice of retirement by March 1 two years prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for each of his/her remaining two years of service.
 4. If an employee gives the Board an irrevocable written notice of retirement by March 1 one year prior to the year of retirement, the Board shall pay him/her a 6% retirement incentive, inclusive of all other increases in TRS creditable compensation, for his/her remaining one year of service.
 - a. Once an employee submits an irrevocable written notice of retirement by March 1 as provided in paragraphs 1 through 4

above, that employee shall be removed from the salary schedules contained in Article XXI of this Agreement. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year prior to the submission of the irrevocable written notice of retirement. Once the employee submits an irrevocable written notice of retirement, in no case will the employee's TRS creditable earnings increase exceed 6% of the previous year.

- b. If, after submitting an irrevocable written notice of retirement by March 1 provided in paragraphs 1 through 4 above, the employee resigns from or is dismissed from duties for which the employee was paid a stipend or additional compensation in the previous year, the retirement incentive for that employee will be recalculated accordingly.

B. Requirements to Qualify for Non-Discounted TRS Annuity Retirement Benefits

1. Must have completed a minimum of fifteen (15) years of full-time employment in District 92 by June 30 of the year of retirement.
2. Must qualify for a TRS non-discounted annuity retirement.
3. Must have given written irrevocable notice of retirement as provided in paragraph A. of this Article.
4. Must be at least 60 years of age by December 31 of the year of retirement with 10 or more years of service with the Illinois Teachers' Retirement System; or
5. Must be at least 55 years of age by December 31 of the year of retirement with 35 or more years of service with the Illinois Teachers' Retirement System.
 - a. Those employees who qualify for the non-discounted annuity retirement benefits shall be paid a severance payment of \$5,000 for each year of written advance notice of retirement given to the Board under paragraph A. of this Article up to a maximum of four years or \$20,000.
 - b. This compensation shall be paid as a post-retirement severance payment within thirty (30) days after the employee's last day of TRS creditable service or the employee's receipt of his/her last regular paycheck, whichever occurs later. The employee shall have no actual or constructive right to the receipt of this payment

until such time. Withholdings required by law or authorized by the employee shall be deducted from this payment.

C. Requirements to Qualify for TRS Early Retirement Option Benefits

1. Must have completed a minimum of fifteen (15) years of full-time employment in District 92 by June 30 of the year of retirement.
 2. Must qualify for a discounted TRS early retirement option annuity and not be taking a TRS non-discounted annuity as provided in paragraph B. of this Article.
 3. Must have given written irrevocable notice of retirement as provided in paragraph A. of this Article.
 4. Must be at least 55 years of age by December 31 of the year of retirement with 20 or more years of service with the Illinois Teachers' Retirement System.
 - a. The Board shall pay both the employer and the employee's one-time contribution to TRS to avoid a discounted annuity. The maximum employer and employee contributions shall be in the aggregate not more than 175% of the employee's last school year salary.
 - b. The Board may limit the number of teachers who may retire under the TRS early retirement option to 10% of those eligible in any year, provided that the Board may exceed such number in any year without establishing a practice or precedent. In the event that fewer than those who apply are selected, such selection shall be based upon District seniority. Ties shall be broken by lot. Final selection shall be made by February 20 of the year of retirement.
- D. An employee may take the benefits provided in paragraph B. of this Article, if eligible, or paragraph C. of this Article, if eligible, but an employee may not take the benefits of both paragraphs B. and C., if eligible.
- E. No retirement benefits shall be available to any teacher for whom the Board would incur a penalty or fee to TRS due to an increase of more than 6% in that teacher's creditable earnings in any year used to calculate the teacher's pension benefit.
- F. The Board shall pay 100% of the cost of the TRS managed health care insurance for the employee only until the age of 65 or Medicare eligible for all teachers who retire from the Will County School District No. 92 and qualify for benefits under this Article.
- G. If, during the term of this agreement, any legislation and/or TRS rules/regulations are enacted or not re-enacted and/or adopted or amended that result in a greater cost to the district than the costs generated by this Agreement, the parties agree that this Section shall be null and void and the parties will meet to negotiate an alternative, if any.

H. Payment for Unused Sick Leave Days

1. An employee who qualifies for participation in the District Retirement Program is eligible to apply his/her District 92 earned unused sick leave accumulation to the Illinois Teachers' Retirement System to receive additional creditable service for retirement purposes. The employee is also entitled to receive the District 92 incentive program stipend for his/her unused sick leave days, (based on the chart below), which are not used for additional creditable service.
2. Receiving payment from the Board of Education for unused sick leave days accumulated but not used for additional TRS creditable service:

YEARS IN THE DISTRICT	PAYMENT PER DAY UNUSED SICK LEAVE DAYS NOT USED FOR ADDITIONAL TRS CREDITABLE SERVICE
20	\$22
19	\$21
18	\$20
17	\$19
16	\$18
15	\$17

3. Payment for unused sick leave days not used for additional TRS creditable service shall be made as a post-retirement severance payment within thirty (30) days after the employee's last day of TRS creditable service or the employee's receipt of his/her last regular paycheck, whichever occurs later. The employee shall have no actual or constructive right to the receipt of this payment until such time. Withholdings required by law or authorized by the employee shall be deducted from this payment.
4. As a part of this post-retirement severance payment, the Board of Education shall recognize and make payment for any sick leave days that were lost by the employee as a result of the application of a sick leave cap at any time after the 1984-85 school year, provided such days have not been previously compensated. The employee shall have no right to use the lost days as sick leave days prior to retirement, and shall have no right to be compensated for the lost days until after retirement as stated herein.

I. Limitation on TRS Creditable Compensation

1. The purpose of the section entitled “Limitation on TRS Creditable Compensation” is to avoid in all circumstances any payment by the district of a Board-paid penalty or fee to TRS, or any Board or district liability to fund any portion of a teacher’s TRS annuity due to increase in compensation from one year to the next. This section does not apply to teachers who are not eligible for TRS annuity (whether or not they apply) and could not under any circumstances become eligible for TRS annuity within five years of the end of the school year in which the compensation is earned.
2. No teacher’s creditable TRS earnings from employment in this school district, irrespective of form and no matter how arising, and whether or not arising under this collective bargaining agreement, may exceed the amounts specified herein.
3. No teacher’s TRS creditable earnings from employment in this school district including, but not limited to:
 - vertical and horizontal salary schedule movement;
 - stipends;
 - salary increases;
 - extra duties;
 - changes in position for which no new certification is required; or
 - Section 125 plan or flex plan benefits or contributions

shall increase from one school year to the next by more than 6% or be otherwise increased so as to create liability on the part of the Board or district for any portion of a teacher’s retirement annuity, or result in any district or Board-paid penalty or fee to TRS.

4. If the sum or percentage amount which triggers any obligation for the district or Board to pay additional amounts to cover all or part of a teacher’s retirement annuity or cover any Board or district-paid penalty or fee to TRS decreases, then the maximum of the teacher’s creditable TRS earnings from employment in this school district shall similarly decrease so as to avoid any Board or district paid penalty or fee.
5. Even if another provision of this collective bargaining agreement would otherwise provide, in the event a teacher’s TRS creditable earnings would increase by more than 6%, or any such lesser amount that would trigger a district-paid penalty or fee to TRS due to salary increase in any year over a prior year, that teacher shall receive only the maximum increase to TRS creditable compensation allowed under this Article.

ARTICLE XVIII. TRANSFERS

A. Request for reassignment:

1. Teachers who desire to be reassigned for the next school year at a grade level, school, and/or subject area for which they are qualified shall submit a written request to the principal of the building they are presently working in.
2. The request for reassignment shall be kept on file for one school year and if not acted upon, must be refilled each successive year to remain active.

B. Request to fill vacancy:

1. By May 15 of any given school year a tentative schedule of all paid teacher assignments for the coming school year will be posted. This list will contain any teaching assignment vacancies and will be available to all teachers. The list will be posted in each school building and in the Superintendent's office. Notices shall also be sent to the Union President. Vacancies will be listed on the district website only after the Board of Education has acted upon a resignation, leave request, or other circumstances creating a vacancy. The list will be adjusted within a reasonable amount of time following the board meeting during which action was taken creating the vacancy. If a vacancy occurs after the close of school in June and before re-opening in the fall, notification of the vacancy will be electronically sent to the Union President.
2. Teachers wishing to apply for a vacancy must submit a written request to the principal of the building they are presently work in.
3. The building principal and Superintendent will, in the determination of requests to fill the vacancy, take into account the convenience and wishes of the individual teacher and will honor them to the extent that they do not conflict with the instructional effectiveness and best interest of the school system.
4. If more than one teacher applies for the same vacancy, the teacher deemed best qualified by the principal and Superintendent for that position shall be appointed. Seniority and experience in the district are matters of consequence and shall be given serious consideration.
5. The teacher will receive a written response of the status of the request, including the reason for denial if the request to fill the vacancy is denied.

ARTICLE XIX. GRIEVANCE PROCEDURE

Section 1. Definition.

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provision of this agreement.

Section 2. Statement of Basic Principles.

- A. Every teacher covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted without intervention or representation of union representatives.
- B. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- C. The failure of a teacher or the Union to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- D. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Union deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
- E. In any instance where the Union is not represented in the grievance procedure, the Union will be notified of the final disposition of the grievance which disposition shall not be in conflict with any of the terms or conditions of this agreement. Any final disposition of grievance alleged by the Union to be in conflict with this agreement shall be grievable by the Union.
- F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the administration, during school hours all employees whose presence is required shall be excused with pay for that purpose.
- G. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher or teacher union representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

Section 3. Procedure.

- A. FIRST STEP. An attempt will be made to resolve any grievance in informal, verbal discussion between complainant and his/her immediate supervisor.
- B. SECOND STEP. If a grievance cannot be resolved informally, the aggrieved teacher shall file the grievance in writing and at a mutually agreeable time, discuss the matter with the principal. The written grievance shall state the nature of the grievance, shall state the specific clause or clauses of the agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within ten (10) days from the date of the occurrence of the event giving rise to the grievance. The principal or other administrator who has authority to make a decision on the grievance shall make such decision and communicate it in writing to the teacher and the Superintendent within ten (10) working days. Any grievable item that occurs after the closing of the school year will be exempt from the ten (10) day clause of step two, and will be taken up on the first day of the next school year as a grievable item according to the present grievance procedure.
- C. THIRD STEP. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher shall file, within five (5) school days of the principal's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the principal and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teacher, the principal, and the Union.
- D. FOURTH STEP. If the grievance cannot be settled at the third step, the grievance shall be submitted to the Board of Education to be considered in as timely a fashion as the schedule of board meetings and the agenda therefore permit. The aggrieved, acting independently or through the Union, may present a written brief to the Board and may request an oral hearing on the grievance which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or by a subcommittee of the Board, as the Board may designate.
- E. FIFTH STEP. If the grievance is not resolved satisfactorily to the Union within five (5) days after consideration by the Board, there shall be available a fifth step of impartial binding arbitration. The Union may submit, in writing, a request to enter into such arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) days, the American Arbitration Association* will be requested to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the arbitrator. The decision of the arbitrator will be binding on the parties. Expenses for the arbitrator's services and the expenses which are

common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator, in his opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School Board and the Union and his decision must be based solely upon his interpretation of the meaning or application of the express relevant language of the agreement.

*or any other appropriate source of lists of arbitrators who have the requisite interest, skill, knowledge to serve as neutrals in school board-teacher disputes.

ARTICLE XX. UNION DUES PAYROLL DEDUCTION

- A. Signed affidavits. The Union will furnish the Business Office with a signed affidavit from each teacher granting the school district permission to make the necessary dues deduction. These affidavits are to be submitted two weeks prior to the first deduction. All employees entering after this period should pay the Teacher's Organization directly. The affidavits shall remain in effect until such time as written notice is received from the employee to stop union dues deductions.
- B. Frequency of deduction. The deductions will be made on consecutive paychecks. There will be twenty (20) deductions all of which have the same dollar amount.
- C. Frequency of payments. Payments will be made monthly along with other payroll deductions.
- D. Fair share
 - 1. All employees covered by this agreement who are not members of the Union, commencing on the effective date of this agreement, or sixty (60) days after their initial employment, and continuing during the term of this agreement, and so long as they remain non-members of the Union, shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.
 - 2. Such fair share payments by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union, provided, however, that the Union shall submit to the Board an affidavit which specifies the amount constituting said fair share not exceeding the dues uniformly required of members of the Union, and which describes the rationale and method by which the fair share was determined, including a list of the expenditures which were excluded in determining the fair share.

3. The Union shall prepare a notice containing the fair share fee information specified in Section 2 above, and advising that any non-member may object to the amount of the fee in accordance with Part 1125 of the Illinois Educational Labor Relations Board Rules.
4. The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arising out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provision.

ARTICLE XXI. SALARIES

WILL COUNTY SCHOOL DISTRICT 92

2014-2017

BOARD OF EDUCATION – TEACHER UNION
NEGOTIATED CONTRACT

**Will County School District 92
2014/2015 Salary Schedule - Teachers**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	42,099	43,327	44,531	49,465	50,811	52,171	53,539
2	42,825	44,074	45,299	50,318	51,687	53,071	54,462
3	43,207	44,467	45,703	50,766	52,148	53,543	54,947
4	43,589	44,859	46,106	51,214	52,610	54,016	55,431
5	43,970	45,251	46,509	51,663	53,072	54,488	55,915
6	44,353	45,645	46,912	52,113	53,533	54,961	56,398
7	45,518	46,811	48,082	53,281	54,703	56,128	57,569
8	46,681	47,980	49,253	54,452	55,872	57,298	58,740
9	47,847	49,145	50,423	55,621	57,040	58,464	59,911
10	49,011	50,313	51,594	56,791	58,211	59,634	61,083
11	50,174	51,476	52,761	57,956	59,377	60,799	62,249
12	51,340	52,641	53,930	59,127	60,549	61,969	63,414
13	52,502	53,803	55,101	60,297	61,718	63,133	64,589
14	0	54,970	56,266	61,468	62,888	64,299	65,759
15	0	56,134	57,437	62,631	64,054	65,469	66,928
16	0	0	0	64,993	66,421	67,831	69,292
17	0	0	0	67,354	68,776	70,193	71,657
18	0	0	0	69,723	71,138	72,555	74,023
19	0	0	0	72,079	73,500	74,922	76,387
20	0	0	0	74,440	75,862	77,277	78,752
21	0	0	0	76,804	78,224	79,643	81,118
22	0	0	0	79,164	80,587	82,002	83,483
23	0	0	0	81,532	82,948	84,363	85,848
24	0	0	0	83,894	85,310	86,723	88,212

Longevity increase for those teachers who have advanced vertically beyond the salary schedule shall be 3.25%.

It is understood between both parties that the current psychologists will merge into the Teacher Salary Schedule at their 2013/2014 salary, plus 3.25%, with vertical movement to follow each year.

**Will County School District 92
2015/2016 Salary Schedule - Teachers**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	42,731	43,977	45,199	50,207	51,573	52,954	54,342
2	43,467	44,735	45,978	51,073	52,462	53,867	55,279
3	44,217	45,507	46,771	51,953	53,367	54,795	56,232
4	44,611	45,912	47,188	52,416	53,843	55,284	56,732
5	45,006	46,317	47,605	52,879	54,320	55,772	57,232
6	45,399	46,722	48,021	53,342	54,796	56,259	57,732
7	45,795	47,128	48,436	53,807	55,273	56,747	58,231
8	46,997	48,333	49,645	55,013	56,481	57,952	59,440
9	48,199	49,540	50,854	56,222	57,688	59,160	60,649
10	49,402	50,742	52,062	57,428	58,894	60,364	61,858
11	50,604	51,948	53,271	58,636	60,103	61,572	63,068
12	51,805	53,149	54,475	59,840	61,307	62,775	64,273
13	53,009	54,352	55,682	61,049	62,517	63,983	65,475
14	0	55,551	56,892	62,257	63,724	65,185	66,688
15	0	56,757	58,095	63,466	64,931	66,389	67,896
16	0	0	0	64,667	66,136	67,596	69,103
17	0	0	0	67,105	68,579	70,036	71,544
18	0	0	0	69,543	71,011	72,475	73,985
19	0	0	0	71,989	73,450	74,913	76,429
20	0	0	0	74,421	75,888	77,357	78,870
21	0	0	0	76,859	78,327	79,789	81,311
22	0	0	0	79,300	80,767	82,231	83,755
23	0	0	0	81,737	83,206	84,667	86,196
24	0	0	0	84,182	85,644	87,105	88,639

Longevity increase for those teachers who have advanced vertically beyond the salary schedule shall be 3.25%.

It is understood between both parties that the current psychologists will merge into the Teacher Salary Schedule at their 2013/2014 salary, plus 3.25%, with vertical movement to follow each year.

**Will County School District 92
2016/2017 Salary Schedule - Teachers**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	43,372	44,637	45,877	50,960	52,347	53,748	55,157
2	44,119	45,406	46,668	51,839	53,249	54,675	56,108
3	44,880	46,189	47,473	52,732	54,167	55,617	57,076
4	45,654	46,986	48,291	53,642	55,101	56,576	58,060
5	46,061	47,404	48,722	54,119	55,593	57,080	58,576
6	46,468	47,822	49,152	54,597	56,085	57,584	59,092
7	46,875	48,241	49,581	55,076	56,577	58,087	59,609
8	47,283	48,660	50,010	55,556	57,069	58,592	60,124
9	48,524	49,904	51,259	56,801	58,316	59,835	61,372
10	49,765	51,150	52,507	58,049	59,562	61,082	62,620
11	51,008	52,391	53,754	59,295	60,808	62,326	63,868
12	52,248	53,636	55,002	60,542	62,057	63,573	65,118
13	53,489	54,877	56,246	61,785	63,299	64,815	66,361
14	0	56,118	57,492	63,033	64,549	66,062	67,603
15	0	57,357	58,741	64,280	65,795	67,304	68,856
16	0	0	0	65,528	67,042	68,546	70,103
17	0	0	0	66,769	68,285	69,793	71,349
18	0	0	0	69,286	70,808	72,312	73,869
19	0	0	0	71,803	73,319	74,830	76,390
20	0	0	0	74,328	75,837	77,348	78,913
21	0	0	0	76,840	78,355	79,871	81,433
22	0	0	0	79,357	80,873	82,382	83,954
23	0	0	0	81,877	83,391	84,904	86,477
24	0	0	0	84,394	85,910	87,419	88,997

Longevity increase for those teachers who have advanced vertically beyond the salary schedule shall be 3.25%.

It is understood between both parties that the current psychologists will merge into the Teacher Salary Schedule at their 2013/2014 salary, plus 3.25%, with vertical movement to follow each year.

EXTRA DUTY CURRICULAR SALARIES

WILL COUNTY SCHOOL DISTRICT 92

2014-2017

BOARD OF EDUCATION – TEACHER UNION
NEGOTIATED CONTRACT

**EXTRA DUTY CURRICULAR SALARIES
2014-2017**

Activity	1-5 Years	6-10 Years	11+ Years
Art Club	\$1,125	\$1,225	\$1,350
Newspaper	\$1,125	\$1,225	\$1,350
Drama	\$1,125	\$1,225	\$1,350
Dance	\$1,125	\$1,225	\$1,350
Student Council	\$1,125	\$1,225	\$1,350
NJHS	\$1,675	\$1,825	\$1,975
Yearbook L/OP	\$2,250	\$2,450	\$2,650
Yearbook R/W	\$2,250	\$2,450	\$2,650
Choir	\$3,875	\$4,250	\$4,600
Elem Band	\$2,800	\$3,050	\$3,300
JH Band	\$5,500	\$6,050	\$6,600

Athletics	1-5 Years	6-10 Years	11+ Years
Girls Softball	\$2,475	\$2,700	\$2,900
Boys Baseball	\$2,475	\$2,700	\$2,900
Girls Cross Country	\$2,800	\$3,050	\$3,300
Boys Cross Country	\$2,800	\$3,050	\$3,300
Girls B-Ball	\$3,875	\$4,250	\$4,600
Boys B-Ball	\$4,200	\$4,600	\$5,000
Girls V-Ball	\$3,875	\$4,250	\$4,600
Boys V-Ball	\$2,800	\$3,050	\$3,300
Cheerleading	\$2,800	\$3,050	\$3,300
Girls Track	\$2,800	\$3,050	\$3,300
Boys Track	\$2,800	\$3,050	\$3,300
Bowling	\$300	\$325	\$350
Golf	\$300	\$325	\$350

Stipend is per sponsor and/or coach. No sponsor/coach in the 2014-17 school year shall suffer any loss of salary for their activity's (activities') sponsorship during the life of this agreement. Individuals with stipends below this extra duty stipend schedule will be compensated at the new level. Individuals whose present extra duty curricular salaries are higher than the salaries listed on this extra duty stipend schedule will receive their 2014 -17 stipend for the duration of this contract. All positions listed are at the junior high school level unless otherwise indicated.

Each extra duty sponsor/coaching position with the exception of Band and Choir shall be posted no later than April 1st. Individuals seeking consideration to sponsor an activity or coach a sport should contact the building administrator and/or athletic director and state their intention. A high level of consideration for the position will be given to the current sponsor and/or coach. Individuals will be notified of their assignment by May 15th.

Any new extra duty activity/sport shall be established by the Superintendent with approval from the union.

FOR EACH YEAR:

A TEACHER MAY PROGRESS ONLY ONE STEP VERTICALLY IN ANY YEAR.

1. Part-Time Teachers

- a. Initial place and horizontal movement of part-time teachers on the salary schedule shall be determined as it is for full-time teachers in Article XXI, Section E.
- b. Vertical movement for teaching experience shall be determined in the following manner:
- c. Part time certified employees would advance on the salary schedule the following year if they complete at least 90 full time equivalent days of their assignment within one school year.
- d. Part time certified employees will advance on the salary schedule every two years if they complete less than 90 full time equivalent days of their assignment within one school year.

EXTRA-DUTY CO-CURRICULAR
SALARY SCHEDULE AND
INCREMENT LEVELS

THE FOLLOWING SALARY SCHEDULE AND INCREMENT LEVELS ARE PRESENTED FOR THE EXTRA-DUTY (CO-CURRICULAR) PERSONNEL.

Whole-school activities will be assigned to qualified teachers first on an annual voluntary basis.

The administration shall determine the qualifications for those persons requesting stipend positions. In the event a teacher is not assigned a stipend position for which he/she has applied, he/she may schedule an appointment with the Superintendent or designee to discuss the reasons for the appointment of a person other than the affected teacher.

A. Pay Periods

Pay days shall be scheduled every other Friday for 26 pay days. Non-direct deposit checks will be mailed for expected delivery on or before the payroll date.

B. Non-traditional Pay Incentives

If, during the term of this agreement, a law is passed providing funds for performance based pay (or other non-traditional pay incentive programs including but not limited to merit pay or career ladder programs), the contract will be reopened for a discussion on this section only.

C. Instructional Tutoring, Extra-Curricular Teaching, Mandatory Supervisory Duties

The Board shall pay for instructional tutoring, extra-curricular teaching outside the school day, and/or mandatory supervisory duties, not to include detention duty, beyond the scheduled school hours at the rate of \$36.00 per hour for the 2014-2017 school years. See attached salary schedule for payment of extra duty, co-curricular duties. All district sponsored curriculum related meetings (e.g. summer committee work, workshops, meetings) held outside the regular school day will be compensated at the rate of \$25.00 per hour.

D. Summer School

Summer school teaching shall be paid \$36.00 per hour for the 2011-2014 school years per instructional class hour. (Rationale: summer school payments have always been based upon state summer school funding, student tuition payments toward generating as many students as possible for classes and as many district teaching personnel given the opportunity to teach in the district summer school program. If state funding is re-instituted at a reasonable level, this item could be reviewed next school year along with individual student tuition costs. District 92's summer school program has always been self-supporting!)

Selection of summer school staff shall follow the guidelines established on April 24, 1986, which are as follows:

1. Applications shall be separated according to grade level/subject area according to applicant's first choice.
2. Years of teaching experience in requested subject area and/or grade level shall be considered.
3. Recommendations shall be requested from each teacher's direct Supervisor.
4. In cases where all applicants' qualifications appear to be equal for a particular class, a lottery system shall be implemented to determine the staff.

E. Credit for Teaching Experience

Beginning with the 1981-82 school year and thereafter, any teacher hired in District 92 will receive credit for all teaching experience in an accredited school.* Teachers hired prior to the 1981-82 school year will be advanced two (2) additional years each year until they have received full credit. For teachers hired after July 1, 1995, the Superintendent may, in his discretion, (such shall not establish a practice) limit prior experience to six (6) years.

*Parochial Schools will be considered accredit.

F. Regarding Board Payment of Teacher Retirement

It is expressly understood that the figures appearing on this schedule include a sum equal to the amount required by law for TRS contribution of the base salary of each teacher which is in fact not payable to the individual teacher but is instead a reflection of the sum paid by the board to the Teacher's Retirement System on the teacher's behalf. The teacher shall have no claim upon this money except as such may arise upon retirement or upon severance from the retirement system.

G. National Board Certified Teacher

The Board shall pay a one-time stipend of \$1,000 to a certified staff member upon the successful completion of the National Board Certified Teacher Program. The Superintendent/designee must approve verification of completion of the National Board Certified Teacher program in order to receive payment.

ARTICLE XXII. SEVERABILITY.

Should any of the statements or language agreed upon be declared illegal by a court of competent jurisdiction then that clause or portion thereof shall be deleted from this agreement to the extent that it violates the law.

ARTICLE XXIII. TRAVEL REIMBURSEMENT

When a teacher is required to use his or her personal car for school business, he or she shall be compensated at the current IRS rate.

Reimbursement will be paid monthly after a request form is completed and signed by the teacher and the principal or Superintendent authorizing the travel.

It should be understood that the school district insurance does not cover damage to the employee's car and that liability claims resulting from an accident will be covered by the district insurance only after the employee's policy has been exhausted.

ARTICLE XIV. NO STRIKE

The Union agrees that there shall be no strike, withholding of services, or other refusal to render full and complete service to the Board during the term of this agreement.

ARTICLE XXV. RENEGOTIATING THE AGREEMENT

Neither the Board nor the Union shall take any action in violation of this agreement.

This Agreement shall be effective as of August 21, 2014 and shall remain in effect until the first teacher work day of the 2016-2017 school term. If either party wishes to reopen negotiation for a successor Agreement, it must present its proposal by March 1, 2017. Negotiations shall begin no later than March 15, 2017.

In witness whereof, the parties have executed this agreement by their duly authorized representatives.

WITNESSETH:

For the Board of Education
District No. 92,
Will County, Illinois

Will County District #92
Council, AFT Local 604



President



President



Secretary



Secretary

On this 8th day of May, 2014

On this 8th day of May, 2014