

THE 2017/2018 - 2019/2020 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 administrative personnel.

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. In the event an involuntary transfer becomes necessary, the Superintendent or his/her designee will hold a meeting with the affected teacher for the specific purpose of discussing the rationale for such transfer, prior to the Superintendent's decision on the transfer. 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. Classroom teachers may, under normal circumstances, use for preparation time and other instructional responsibilities the periods during which their classes are administratively scheduled to receive instruction from Art, Media Center, Music, and Physical Education. 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 and eighty-five (185) days, of which actual pupil attendance shall be one hundred and 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 closings. Teacher attendance at Open House

is mandatory, unless a family emergency or illness occurs. 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 the Superintendent. It is also posted on the District web site.)

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 \$70,000. Unused funds shall not accumulate from year to year. The maximum tuition reimbursement for the term of this Agreement shall be \$280.00 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 (parents, spouse, brothers, sisters, children, grandparents, grandchildren, grandparents-in-law, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, and legal guardians) 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. Death in the extended family, extended family being: aunts, uncles, first cousins and live-in, shall not be counted as sick leave. A maximum of two scheduled school days shall be granted for each death. 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.
- H. The President, Vice President, Secretary, Treasurer, Building Representative, and/or designee(s), subject to administrative approval, shall be allowed released time for the investigation of grievances or other appropriate activities relating to school or teacher welfare.
- I. The President, Vice President, Treasurer, Building Representative, and/or designee(s), subject to administrative approval, shall be allowed to attend Union hosted conference(s), seminar(s), and/or course(s). In the event that the Union hosted conference(s), seminar(s), and/or course(s) occurs during the school day the attendee(s) absence(s) shall not be counted as a sick day or a personal day for up to two days per school year.

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 2017/2018 - 2019/2020 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 until March 1, 2019:

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 beginning the next fiscal year. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year of 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. Provisions Applicable to all Retirees effective March 2, 2019 and thereafter:

1. 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.
2. 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.
3. 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 3 above, that employee shall be removed from the salary schedules contained in Article XXI of this Agreement beginning the next fiscal year. All calculations for increased TRS creditable earnings will be based on the TRS creditable earnings in the year of 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 3 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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

2017/2018 - 2019/2020

BOARD OF EDUCATION – TEACHER UNION
NEGOTIATED CONTRACT

**Will County School District 92
2017/2018 Salary Schedule - Teachers**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	44,022	45,306	46,565	51,724	53,132	54,554	55,985
2	44,890	46,199	47,483	52,744	54,179	55,629	57,088
3	45,664	46,996	48,301	53,653	55,113	56,588	58,072
4	46,451	47,806	49,134	54,578	56,063	57,564	59,073
5	47,252	48,630	49,981	55,519	57,030	58,556	60,092
6	47,673	49,063	50,427	56,014	57,539	59,078	60,626
7	48,095	49,496	50,872	56,508	58,048	59,600	61,161
8	48,515	49,929	51,317	57,004	58,557	60,120	61,695
9	48,938	50,363	51,761	57,500	59,067	60,642	62,228
10	50,223	51,650	53,053	58,789	60,357	61,930	63,520
11	51,507	52,940	54,345	60,081	61,647	63,220	64,812
12	52,793	54,225	55,635	61,370	62,937	64,508	66,104
13	54,077	55,513	56,927	62,661	64,229	65,798	67,397
14	55,361	56,797	58,215	63,947	65,515	67,083	68,684
15	0	58,082	59,504	65,239	66,808	68,374	69,969
16	0	59,364	60,797	66,530	68,097	69,659	71,266
17	0	0	0	67,822	69,388	70,945	72,556
18	0	0	0	69,106	70,675	72,236	73,846
19	0	0	0	71,711	73,287	74,843	76,455
20	0	0	0	74,316	75,885	77,449	79,064
21	0	0	0	76,930	78,492	80,055	81,675
22	0	0	0	79,529	81,097	82,667	84,283
23	0	0	0	82,135	83,704	85,265	86,892
24	0	0	0	84,743	86,310	87,875	89,503
25				87,347	88,917	90,479	92,112

Longevity increase for those teachers who have advanced vertically beyond the salary schedule shall be 3.50%.

**Will County School District 92
2018/2019 Salary Schedule - Teachers**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	44,683	45,986	47,264	52,500	53,929	55,372	56,825
2	45,563	46,892	48,195	53,535	54,991	56,463	57,944
3	46,461	47,816	49,145	54,590	56,075	57,576	59,086
4	47,262	48,641	49,992	55,531	57,042	58,569	60,105
5	48,077	49,479	50,854	56,488	58,025	59,579	61,141
6	48,906	50,332	51,731	57,462	59,026	60,606	62,195
7	49,342	50,780	52,192	57,974	59,553	61,146	62,748
8	49,778	51,228	52,653	58,486	60,080	61,686	63,301
9	50,213	51,676	53,113	58,999	60,607	62,225	63,854
10	50,651	52,126	53,572	59,513	61,134	62,765	64,406
11	51,981	53,458	54,910	60,846	62,470	64,097	65,743
12	53,309	54,793	56,247	62,183	63,805	65,433	67,080
13	54,641	56,123	57,583	63,518	65,139	66,765	68,417
14	55,970	57,456	58,920	64,854	66,477	68,101	69,756
15	57,298	58,785	60,252	66,185	67,808	69,431	71,088
16	0	60,115	61,587	67,522	69,146	70,767	72,418
17	0	61,442	62,925	68,858	70,481	72,097	73,760
18	0	0	0	70,195	71,817	73,428	75,096
19	0	0	0	71,524	73,149	74,764	76,430
20	0	0	0	74,221	75,852	77,462	79,131
21	0	0	0	76,917	78,541	80,160	81,831
22	0	0	0	79,622	81,239	82,857	84,533
23	0	0	0	82,313	83,935	85,560	87,233
24	0	0	0	85,010	86,633	88,250	89,934
25	0	0	0	87,709	89,331	90,951	92,636
26	0	0	0	90,404	92,029	93,645	95,336

Longevity increase for those teachers who have advanced vertically beyond the salary schedule shall be 3.50%.

**Will County School District 92
2019/2020 Salary Schedule - Teachers**

	BA	BA+15	BA+30	MA	MA+15	MA+30	MA+45
1	45,353	46,676	47,973	53,288	54,738	56,203	57,677
2	46,246	47,596	48,918	54,338	55,816	57,310	58,813
3	47,158	48,533	49,882	55,409	56,916	58,440	59,972
4	48,087	49,490	50,865	56,500	58,038	59,591	61,154
5	48,916	50,343	51,742	57,475	59,038	60,619	62,208
6	49,759	51,211	52,634	58,465	60,056	61,664	63,281
7	50,617	52,094	53,541	59,473	61,092	62,727	64,372
8	51,069	52,558	54,018	60,003	61,637	63,286	64,944
9	51,520	53,021	54,496	60,533	62,183	63,845	65,517
10	51,971	53,485	54,972	61,064	62,728	64,403	66,089
11	52,423	53,950	55,447	61,596	63,274	64,961	66,660
12	53,800	55,329	56,831	62,976	64,656	66,340	68,044
13	55,175	56,711	58,215	64,360	66,038	67,723	69,428
14	56,553	58,087	59,598	65,741	67,419	69,102	70,812
15	57,928	59,467	60,982	67,124	68,803	70,485	72,197
16	59,304	60,843	62,361	68,502	70,181	71,861	73,576
17	0	62,219	63,742	69,886	71,566	73,244	74,953
18	0	63,592	65,127	71,268	72,948	74,621	76,341
19	0	0	0	72,652	74,330	75,998	77,724
20	0	0	0	74,028	75,709	77,381	79,106
21	0	0	0	76,819	78,506	80,173	81,900
22	0	0	0	79,610	81,290	82,966	84,695
23	0	0	0	82,409	84,082	85,757	87,492
24	0	0	0	85,194	86,873	88,555	90,287
25	0	0	0	87,985	89,665	91,339	93,081
26	0	0	0	90,778	92,458	94,134	95,878
27	0	0	0	93,569	95,250	96,923	98,673

Longevity increase for those teachers who have advanced vertically beyond the salary schedule shall be 3.50%.

EXTRA DUTY CURRICULAR SALARIES

WILL COUNTY SCHOOL DISTRICT 92

2017/2018 - 2019/2020

BOARD OF EDUCATION – TEACHER UNION
NEGOTIATED CONTRACT

EXTRA DUTY CURRICULAR SALARIES
School Years 2017/2018 Through 2019/2020

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 OP	\$2,250	\$2,450	\$2,650
Yearbook L/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
First Tech Challenge	\$2,250	\$2,450	\$2,650

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	\$4,200	\$4,600	\$5,000
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 2017/2018 through 2019/2020 school years 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 2017/2018 through 2019/2020 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 2017/2018 - 2019/2020 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 2017/2018 through 2019/2020 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 17, 2017 and shall remain in effect until the first teacher work day of the 2020-2021 school term. If either party wishes to reopen negotiation for a successor Agreement, it must present its proposal by March 1, 2020. Negotiations shall begin no later than March 15, 2020.

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

WITNESSETH:

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

Will County District No. 92
Council, AFT Local 604



President



President



Secretary



Secretary

On this 20th day of June, 2017

On this 20th day of June, 2017