

**COLLECTIVE BARGAINING AGREEMENT**

**between**

**BOARD OF EDUCATION  
KILDEER COMMUNITY CONSOLIDATED  
SCHOOL DISTRICT 96**

**and**

**KILDEER EDUCATION ASSOCIATION**

**2017-2018**

**2018-2019**

**2019-2020**

**2020-2021**

**2021-2022**

**2022-2023**

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## **ARTICLE I RECOGNITION**

### 1.1 Bargaining Unit

The Board of Education of School District 96, Lake County, Illinois, hereinafter referred to as the "Board," recognizes the Kildeer Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association" as sole negotiating agent for all full and regularly employed part-time certified personnel (specifically including: psychologists, social workers, nurses, ESL teachers, and counselors) hereinafter referred to as "teachers," but expressly not including the Superintendent, Associate Superintendent, Assistant Superintendent, Principals, Assistant Principals or other supervisory or managerial employees as such are defined by Section 2 of the Illinois Educational Labor Relations Act. The Board agrees not to negotiate with any other employee's organization, individual employee or group of employees, provided this shall in no way preclude to the Board from bargaining with the Support Staff Association or any other IELRB certified labor organization.

### 1.2 Pro rata Benefits

Teachers employed less than full time shall receive all economic benefits on a pro rata basis.

### 1.3 Notifications

Unless otherwise indicated herein, all notifications to the Association shall be directed to the President of the Association or his/her designee and all notifications to the Board shall be directed to the Superintendent or designee.

### 1.4 Years of Service

A year of service in the district is defined as working (including sick leave, personal leave, and non-paid disability) one hundred twenty (120) working days or more as a full time teacher or the entire year as a part time teacher. This definition is used to determine years of service for credit on the salary schedule. One year of service warrants an additional step on the salary schedule when available.

**ARTICLE II**  
**TEACHER AND ASSOCIATION RIGHTS**

2.1 Representation

When a teacher is required to appear before the Board of Education or an administrator on a matter directly affecting the continuation of the teacher's employment, the teacher shall be entitled to have present a teacher or other representative of the Association who may be a person not employed by the District. (As used hereafter, "representative of the Association" shall likewise include a person not employed by the District.) In such event, the teacher shall be advised of the reason(s) for such appearance. Except in an emergency, the teacher shall be given at least three (3) teacher employment days notice of the meeting.

2.2 Personnel File

Each teacher shall have the right, upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its contents, provided such reaction shall be filed within twenty (20) working days of the addition of material to the teacher's personnel file. The teacher shall be given a copy of any of the evaluative material added to his/her personnel file promptly following the date of such addition. Such review of the personnel file shall occur during regular business hours and during a time when the teacher is not otherwise assigned and in a manner, which shall not interfere with the operation of the personnel office or of the School District. Such review shall be in the presence of a designated employee of the Board. This section shall not be applicable to any evaluative or reference information received by the Board prior to the teacher's first employment day in the District. As used in this Section, "personnel file" shall refer to an official file designed by the Superintendent or designee.

2.3 Ideology

The Board acknowledges that it would be inappropriate and ineffectual to compel teachers to contractually promise to believe in any particular educational curriculum or methodology, provided this section shall not be construed to justify or authorize any teacher to decline to follow the planned instructional program or to present instructional materials as prescribed by the Board.

2.4 Non-Discrimination

Teachers shall have the right to join and assist the Association and to participate in negotiations with the Board. The Board shall not discriminate against any teacher with respect to hours, wages, terms, and conditions of employment for reasons of membership in the Association, participation in negotiations with the Board, or in the institution of any grievance, complaint, or proceeding under this Agreement.

2.5 Association Dues

The Board shall deduct from each teacher's pay the dues of the Association and of its affiliated organizations, provided that the teacher has previously executed an authorization for such deductions, and provided that such deductions shall not vary in amount from paycheck to paycheck during any single school term. This authorization shall remain in effect according to its terms, provided such may be revoked by giving

fifteen (15) calendar days written notice to the Board. Such authorization shall be deemed to be automatically revoked upon termination of employment. All dues authorizations shall be effective no later than fifteen (15) calendar days following its receipt by the Board. All dues deducted by the Board shall be remitted to the Association no later than ten (10) calendar days after such deductions are made (except that the Board will remit all of the local dues no later than November 1st), provided the Association shall, in accepting such dues, agree to hold harmless the Board for all actions pursuant to this section, provided the Board shall have complied therewith.

## 2.6 Use of Facilities, Equipment, and Materials

The Association shall not be denied the following:

- a) The use of appropriate meeting space in school buildings, where such is available and does not interfere with the education programs, for meetings of the Association pursuant to 24-hour advance written application to the appropriate building principal, provided this section does not apply where more than 15 persons are in attendance unless at least 90% of those in attendance are employees of the Board or members of their immediate family, and provided that the Association shall promptly reimburse the Board for any damage that may arise there from and any additional custodial expenses. This subparagraph (2.6a) shall not be applicable during the normal teacher workday.
- b) The use of teacher mailboxes, inter-school mail, email usage consistent with the Computer Network System use policy and a bulletin board in the teachers' lounge of each school building for the purpose of internal communication, provided all such publications shall be identified as Association materials and signed by an authorizing official of the Association. The Association shall annually notify the Board in writing no later than September 1st of the names of the authorizing official(s) in each school building and shall likewise notify the Board of any changes in such authorization as they occur. A copy of all materials not individually addressed intended for placement in the mailboxes shall be given to the building principal after placement in the mailboxes. Board facilities shall not be utilized for the distribution or display of any materials primarily devoted to the promotion of any candidate for public office.
- c) The use of facsimile machines and duplicating equipment, provided the Association agrees to promptly reimburse the Board for any damage which arises there from, and to pay for all consumable materials utilized in connection therewith, and provided further that such use shall be contingent upon the absence of any need to use such equipment for any aspect of the school program and that such use may be restricted to occasions when a designated school employee is present to operate such facility. The Association shall also promptly reimburse the Board for any time or unit charges incident to the use of any duplicating facility. Such charges shall be reasonable.

## 2.7 Board Agenda/Materials

A copy of Board meeting materials which are made available to the press shall also be made available to the Association President or designee prior to the onset of every regular meeting of the Board, along with a copy of the agenda for such meeting, if any. The Board should also make available to the Association a copy of the minutes of all Board meetings promptly following their approval and reproduction.

2.8 Annual Financial Report

The Board shall furnish the Association in response to a reasonable written request for the same, a current copy of the Annual Financial Report, tentative budget, adopted budget and Treasurer's reports. Nothing herein shall require the Board to research or assemble any information.

2.9 Unsafe Duties

Teachers shall not be required to perform their duties under conditions which are clearly unsafe, provided the foregoing shall not be construed as relieving any teacher of his/her primary responsibility to protect and safeguard children.

2.10 Conduct/ Discipline

A teacher shall be responsible for the conduct of his/her class and for maintaining discipline and order in his presence in the school building and on the school grounds. The Board also recognizes its responsibility to give appropriate support and assistance to the teacher with respect to the implementation of this responsibility.

2.11 Parent-Student Complaints

Any complaint by a parent or a student directed toward a teacher deemed by the administrator receiving the same as consequently evaluative shall be reported to the teacher. Except as unusual circumstances shall otherwise require, no final action shall be taken against the teacher until a parent-teacher or teacher-administrator conference on the problem has been held. The teacher shall be given notice of such meeting as soon as practical.

2.12 Conference Schedules

The Board acknowledges the desirability of providing input by teachers into selecting the days and hours to be scheduled for teacher-parent conferences and of providing participation by teachers in the scheduling of such individual conferences.

2.13 Teacher/ Association Representative Meetings

Teachers may meet with Association representatives in the building during the regular school hours in an area and manner, which will not interfere with the instructional program.

2.14 Fair Share

- a) Each bargaining unit member, as a condition of employment, within thirty (30) calendar days of employment if such shall occur after the onset of the 1985-1986 school term, shall join the Association or pay a fee to the Association for services rendered as per Section XI of the IELRA and the rules and regulations adopted thereunder. If such fee is not paid within the above-mentioned time, the said fee shall be deducted from the unit member's salary as per the "dues deduction" procedure provided in this Article.
- b) In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Section, the Association

agrees to defend such action, at its own expense and through its own counsel, provided:

- 1) The Board gives prompt notice of such action in writing to the Association, and permits the Association to intervene as a party if it so desires; and
- 2) The Board reasonably cooperates with the Association and its counsel in securing and giving evidence, and making relevant information available; and
- 3) The Board has sought to be in good faith compliance with this Section.
  - i. The Association agrees that in any action so defended and/or in any claim or demand advanced, it will indemnify and hold harmless the Board from any liability for damages and/or costs. The Association shall not compromise or settle any action, suit, claim, or demand without the written consent of the Board if such may result in any continuing obligation of whatsoever nature or which then or thereafter may adversely or financially affect the Board.

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**ARTICLE III**  
**ASSIGNMENTS, VACANCIES, AND TRANSFERS**

3.1 Reassignments

All teachers shall be given written notice of their anticipated assignments if different from their existing assignment as contemplated for the forthcoming school year prior to the end of the preceding school term. When possible, the Board shall give the affected teacher thirty (30) calendar days written notification of a change of assignment of an elementary grade level assignment or an involuntary transfer. If changes in a teacher's assignments are made after such notice is given, the teacher shall be promptly notified. At the written request of the teacher, a meeting will be held within ten (10) working days of such notification to discuss the reasons for the change with the superintendent or designee, the teacher may be accompanied by an Association representative. If the reassignment is not acceptable to the teacher, he/she may resign or in the sole discretion of the Board, be granted a leave of absence, but, if the leave is denied, the Board shall provide the teacher with written reasons for the denial.

3.2 Promotional Vacancies

The Board shall have posted all promotional vacancies as they occur on the online application system.

3.3 Teaching Vacancies

- a) A teacher vacancy is defined as any opening in a regular full time or part time teaching position, which is not filled by a reassignment of current teaching staff. Every effort shall be made to have all assignments completed by May 1. All vacancies, which exist in the school district, will be posted on the online application system for a period of at least five (5) working days.
- b) An employee desiring to change positions should notify the Superintendent or designee of their desire. If an employee wants to apply for a posted job, they shall make his/her application via the online application system or by emailing the Superintendent or designee within the application deadline if applicable.
- c) Should an employee wish to be transferred, such desire shall be communicated to the Superintendent or designee in writing. If a teacher has requested transfer to another position or building, his/her request shall be considered along with any other candidate(s) for the opening(s). If two or more tenured teachers apply for the same openings, the qualifications, experience, and length of service in the district of the applicants will be the considerations in filling such openings. Voluntary transfers will not be honored during the school year unless such transfer is determined by the administration to be in the best interest of the students. If a teacher is denied a voluntary transfer request to an open position, he or she shall be given the reason(s) for the decision upon submitting a written request therefore.
- d) The building administrator, citing the specific reasons and benefits of the involuntary transfer, shall provide an explanation to the teacher. The explanation will be given at the time of transfer notification. If involuntary transfers become necessary due to overall reduction of teachers in a particular building, the Board shall first seek volunteer(s) to accept such transfer(s) provided such volunteer(s) are certified and qualified to fill the position to which they seek a transfer. If the

teacher is dissatisfied with the involuntary transfer, the teacher may resign or in the sole discretion of the Board be granted a leave of absence, but, if the leave is denied, the Board shall provide the teacher with written reason for the denial.

#### 3.4 Stipend Vacancies

A stipend vacancy is defined as any opening in a stipend position, which is not filled by the current staff member holding the position. For the purpose of this section, stipends are those listed on the Extra Curricular Duty, Club, and Activity Stipend Schedule with the exception of mentors, job-alike facilitators, leadership and modules. Principals will post vacancies for stipend positions within the building and will forward information for posting on the district web page.

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## **ARTICLE IV**

### **WORKING CONDITIONS**

#### 4.1 School Calendar

The teaching calendar shall be in compliance with The Illinois School Code. If emergency days are built into the school calendar and said days are unused, they shall not become teacher workdays. The teacher work year will not exceed one hundred eighty-two (182) days. The foregoing shall not apply if the General Assembly or the State Board of Education shall mandate additional teacher workdays.

#### 4.2 Early Release Days

Early release days will be part of the calendar for grades kindergarten through eight. Two of these early release days will be used for parent-teacher conferences; the remaining days will be planned collaboratively with input from the Professional Learning Team.

#### 4.3 Length of Day/Responsibilities

- a) The teacher day will be 7 hours and 30 minutes and the student bell-to-bell schedule will not exceed 6 hours and 45 minutes. A standard reporting time will be established for the middle schools, elementary schools and kindergarten center with input from the staff.
- b) The established reporting and leaving times shall not be applicable in the event of an emergency, on such days as students are not in attendance, or where regular attendance procedures are not reasonably appropriate.
- c) On Fridays and on days preceding school holidays, teachers will fulfill their professional duties to ensure the safe exit of students at the end of the student day. Kindergarten and Elementary teachers may report at 8:00 a.m. on Tuesdays and Fridays creating a 7-hour workday on Tuesdays and Fridays.
- d) The time after the student day shall be used to meet all school related responsibilities, including, but not limited to, meetings with parents and/or students, rendering assistance to students, meetings, and staffings.
- e) During the week that the grading reports are due, except for an emergency, no staff meetings will be scheduled and teachers can leave after their 7 hour and 30 minute day. For example: If a grading period ends on Friday, November 10 and grades are due on Friday, November 17, there will be no staff meeting on Tuesday, November 14.
- f) This section shall not be construed as obviating teacher participation in appropriate evening activities.
- g) Meetings will take place during the teacher work day with the exception of Tuesday staff meetings, voluntary committee meetings, and job-a-like meetings.

#### 4.4 Common Planning

The Board and Association agree that common planning time allows teaching staff to enhance student learning in the district. A reasonable effort will be made to provide common planning time in consecutive minutes. The Board will endeavor to provide effective collaborative planning and individual preparation time for all teachers, at all levels. In consultation with the teaching staff, the building principal will coordinate the structure and use of planning time in constructing a building schedule.

#### 4.5 Meetings

The Board shall make an effort to reasonably limit the number and duration of meetings conducted outside the normal teacher day, and to schedule such in advance. The Board shall include in such schedule a monthly meeting of the Association and seek to avoid any conflicting meetings. Unless the Association shall otherwise advise thirty (30) calendar days in advance, the Association meeting shall be scheduled on the second Wednesday of the month. The Association may schedule its monthly meeting to begin fifteen (15) minutes after the latest school dismissal.

No required meetings will be scheduled on Friday mornings at the elementary level with the exception of roles that receive a stipend (i.e. Leadership team).

On Tuesday staff meeting days, elementary teachers may report at 8:00 a.m.

Early release meetings are 2-hour meetings beginning when all are present.

Faculty meetings are 1-hour meetings when all are present.

#### 4.6 Duty Free Lunch

Every teacher shall be allowed a duty-free lunch period of not less than thirty (30) uninterrupted minutes each school day exclusive of passing time in accordance with Section 24.9 of The Illinois School Code.

#### 4.7 Class Size

The parties acknowledge that reasonable class size represents a desired objective. It is also desirable to involve teachers and take into account the needs of individual students when making decisions about student assignment.

At a regularly scheduled meeting the Association may request the Superintendent to share, discuss and seek input about anticipated class size after presentation of the staffing plan for the upcoming school year to the Board.

#### 4.8 Inclusion

Both parties recognize the extent to which any individual student with disabilities should participate in regular education programs must be appropriate to that student's unique needs as determined by the Individualized Education Program (IEP).

For the purpose of this section, an inclusion student is one whose IEP identifies the need for a 1:1 classroom aide for at least 50% of the school day.

The following will be considered when placing inclusion students:

- Whenever possible, a collaborative team decision will be sought involving the regular classroom teachers, case managers, administrators and the building principal. In every case, the final determination is to be made by the building principal.
- Class size will be taken into consideration when assigning inclusion students.
- The district will allocate appropriate funds for the education of inclusion students, as required by the IEP.
- The Board will endeavor to provide effective collaborative planning and preparation time for all teachers assigned to inclusion students.
- The Board shall provide staff development for all teachers who have inclusion students.

#### 4.9 Special Education Workload

The district will comply with state law regarding special education workload data gathering.

#### 4.10 Non-tenured Teaching Contract-Changes

The Board of Education will notify the Association President or designee of any proposed change in the language of the probationary teaching contract.

#### 4.11 Building Budget Committee

The leadership team with the principal, shall review preliminary budget allocations, make recommendations regarding account allocations, and monitor the expenditure of funds during the school term. The procedures of the budget development and the content of the budget are not subject to the grievance/arbitration provisions in the collective bargaining agreement.

#### 4.12 Climate and Culture

##### a) KEA/Board Committee

The District 96 Board of Education and The KEA acknowledge their common interest to carry out the mission of District 96, and to provide the highest quality of education for our students. This committee shall consist of members from the Board, KEA, and Administration. The Board and Administration shall select their members, but when practical, at least one Board member shall be a participant in the negotiations for the current contract. The Superintendent and KEA President or their designee shall be a member. KEA members on this committee shall be representatives from each school in the district, but when practical, at least one KEA member shall be a participant in the negotiations for the current contract.

The purpose of this committee will be to:

- Foster free and open dialogue regarding problems, concerns and issues specific to the collective bargaining agreement and make recommendations of mutual interest.
- Cultivate the ongoing exchange of ideas and information.

- Address issues of culture, professionalism, communication, system learning, staff development/training, decision-making processes, and the overall health, vitality, and welfare of the district.
- Celebrate successes of the district.

Meetings of the committee will be scheduled by mutual agreement with the KEA, Superintendent, and Board. There shall be a minimum of one KEA/Board committee meeting each year.

b) KEA/Superintendent Meeting

The KEA executive board and the superintendent shall meet monthly during the school year to discuss problems, clarify issues and celebrate successes. A monthly agenda will be developed collaboratively between the KEA president and the superintendent. By mutual consent, individuals may be invited to the meeting to discuss specific issues or topics. Should no agenda exist, monthly meetings may be cancelled by mutual consent of the superintendent and the KEA president.

c) Building Communications

KEA building representatives shall set a schedule and meet monthly during the school year unless cancelled by mutual consent with the principals throughout the school year to clarify issues, discuss problems, and celebrate successes.

4.13 Electronic Device Insurance

The District may assign a Electronic Device to a teacher for educational use, but the Electronic Device remains, at all times, the property of the District. Teachers are responsible for the appropriate care of the Electronic Device and agree to adhere to the District's Technology Acceptable Use Policy of the District.

The Board of Education has authorized the establishment of a self-insurance pool to cover repairs of district owned Electronic Device. The District will withhold \$25.00 per device from the first paycheck in October to establish the Electronic Device self-insurance pool in the first year of a teacher's employment. Annually, the Electronic Device self-insurance pool will be replenished. The amount required for replenishment will not exceed \$25 per device per school year. This fee is non-refundable and will be used to cover the cost of the non-warranty repairs on staff Electronic Device regardless of where the damage occurs. The self-insurance pool will cover such things as spilled liquid, drops, falls, collisions, electric surges, damaged screens due to drops or falls, and accidental breakage. The pool does not cover neglect and intentional damage or theft that occurs off of Kildeer Countryside CCSD 96 property.

## **ARTICLE V EVALUATION**

### 5.1 Professional Growth

The Board acknowledges that the appraisal of the teaching process can often be difficult, but because effective teaching is one of the most important elements in a sound educational program, teacher evaluation should be effectuated on a regular basis and should be an important administrative priority.

### 5.2 Non Re-employment

Non-tenured teachers who have entered upon full time employment may not be dismissed during the course of the school term except for cause. A non-tenured teacher shall be reemployed the following school term unless given notice of non-renewal or dismissal in accordance with the law.

### 5.3 Evaluation - Observations

- 1) The Board acknowledges that it is typically desirable and educationally advantageous to adhere to scheduled timelines for the formal evaluation of teachers. Scheduled timelines for formal evaluation shall be made known to teachers in writing no later than sixty (60) calendar days after the onset of the school term. Newly employed teachers will be informed of the evaluation process as soon as feasible and shown the evaluation form typically utilized. A copy of such guideline shall also be provided to the Association President or designee.
- 2) The parties agree that the teacher evaluation procedures will be set forth in the District's "Certified Professional Evaluation Plan" which will be established and maintained in accordance with the Illinois School Code as amended by the "Performance Evaluation Reform Act of 2010."
- 3) A Joint Evaluation Committee will be maintained. The Joint Evaluation Committee will consist of not more than three members appointed by the Employer and not more than three members appointed by the Association. Meetings will be held periodically or upon request of either party. The Joint Evaluation Committee shall discuss proposed changes and/or alterations to the "Certified Professional Evaluation Plan" in accordance with the Illinois School Code as amended by the "Performance Evaluation Reform Act of 2010."

### 5.4 Evaluation Grievances

No aspect of the evaluation procedures shall be grievable except any claim that a procedure incident to formal evaluation as prescribed by this Article has been violated.

### 5.5 Primary Immediate Supervision

In the absence of contrary advice the building principal shall be presumed to be the primary immediate supervisor of all teachers assigned solely to that building. If a teacher is regularly assigned to more than one building, or if the building principal is not to be the primary immediate supervisor, the teacher shall be advised in writing as to who is his/her primary immediate supervisor.

5.6 Evaluation Document

At the request of the teacher, the primary immediate supervisor shall share with the teacher the evaluation instrument utilized in the District, which he/she plans to utilize.

5.7 Certified Professional Evaluation Plan-Revisions

A joint teachers and administrators committee appointed by the respective parties shall meet to discuss any proposed changes in the evaluation plan prior to any change being implemented. The foregoing shall not imply that the plan is incorporated into this agreement.

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**ARTICLE VI**  
**TEACHER TERMINATION**

6.1 Dismissal for Cause

Prior to the adoption of a resolution of dismissal for cause other than reduction-in-force, the appropriate administrator will offer the affected teacher the opportunity of a conference to discuss such dismissal. The teacher may be accompanied, at such a conference, by an Association representative.

6.2 Seniority

- a) Seniority is defined as the length of an employee's continuous service with the District. Such service shall be computed from the first day of employment upon which duties are performed. Part-time service is to be calculated pro rata.
- b) Seniority shall not be deemed interrupted except by resignation or termination of employment provided that if termination shall be denominated an honorable dismissal and the teacher shall be restored to duty prior to the expiration of the recall period, seniority shall not be interrupted herein. Seniority shall not be deemed interrupted by any leave of absence.
- c) Seniority shall not accrue during any period of unpaid leave of absence in excess of seventy (70) school calendar days. Any days of unpaid leave beginning at day 71 will be pro-rated.
- d) In the event seniority is equal between teachers, the following procedures shall be utilized as a tiebreaker.
  - 1) Total teacher experience in the public schools of the United States, including teaching service for any governmental agency wherever such shall have occurred.
  - 2) If still equal, whichever teacher shall have the most educational credits beyond the Bachelor's degree allowed for credit on the salary schedule.
  - 3) If still equal, by a drawing of lots.

6.3 Reduction in Force-Discussion with KEA

When the Board decides it is necessary to reduce the number of teachers in the District, it shall seek to discuss reduction in staff with the Association prior to taking formal action thereon and, where feasible, to provide the Association with an opportunity to suggest alternatives to such reduction in staff.

6.4 Reduction in Force of Personnel

If the Board shall determine that it is necessary to reduce the number of teachers employed by the District or to discontinue some particular type of teaching service such teachers shall receive notice as required by law at least 45 days before the end of the school year

Annually, the District shall establish a Sequence of Dismissal List based on a categorization of each teacher into one or more positions for which the teacher is qualified to hold, based upon legal qualifications, certifications, endorsements, and any other qualification established in a district job description, on or before May 10<sup>th</sup> prior to the school year during which the sequence of dismissal is determined. Copies of the List shall be distributed to the Association at least seventy-five (75) days before the end of the school term using a key to protect the confidentiality of individuals. The Sequence of Dismissal list may be revised to reflect any summative evaluations for those in Group 1 completed prior to 45 days before the end of the school year.

Revisions to job descriptions used for determining job categories must be made by May 10 of each year. Changes to job descriptions will be reviewed with the KEA prior to implementation. The foregoing shall not imply that the job descriptions are incorporated into this agreement.

Section 24-12 of the Illinois School Code requires that, within each position, the school district must establish four groupings of teachers qualified to hold the position as follows:

- (1) Group 1 shall consist of each non-tenured teacher who has not received a performance evaluation rating;
- (2) Group 2 shall consist of each teacher with a “Needs Improvement” or “Unsatisfactory” performance evaluation rating on either of the teacher’s last two performance evaluation ratings;
- (3) Group 3 shall consist of each teacher with a performance evaluation rating of at least “Proficient” on both of the teacher’s last two performance evaluation ratings, if two ratings are available, or on the teacher’s last performance evaluation rating, if only one rating is available; and
- (4) Group 4 shall consist of each teacher whose last two performance evaluation ratings are “Excellent” as well as each teacher with two “Excellent” performance evaluation ratings out of the teachers’ last three performance evaluation ratings with a third rating of “Satisfactory” or “Proficient”.

Among teachers qualified to hold a position, teachers must be dismissed in the order of their Groups, with teachers in Group 1 dismissed first and teachers in Group 4 dismissed last.

Within Group 1, the sequence is at the discretion of the school district.

Within Group 2, the sequence is based on the average of the performance evaluation ratings received, with the teachers with the lowest average performance evaluation rating dismissed first.

A teacher’s average performance evaluation rating must be calculated using the average of the teacher’s last two performance evaluation ratings, if two ratings are available, or the teacher’s last performance evaluation rating, if only one rating is available. The average is calculated using the following numeric values: 4 for “Excellent”; 3 for “Proficient”; 2 for “Needs Improvement”; and 1 for “Unsatisfactory”.

Teachers with the same average performance evaluation rating will be dismissed based on seniority.

Within Groups 3 and 4, the sequence of dismissal is based on seniority.

#### 6.5 Reduction in Force-Right to Recall

If the District has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions becoming available must be tendered to the teachers so removed or dismissed who were in Groups 3 or 4 of the Sequence of Honorable Dismissal List and are qualified to hold the positions based on legal qualifications and any other qualifications established in a district job description on or before the May 10 prior to the date of the positions becoming available. Teachers from Groups 3 or 4 are eligible for recall in reverse order of termination.

Teachers in Group 1 or Group 2 have no recall rights.

If a teacher who is tendered such position shall fail to respond affirmatively within seven (7) calendar days of receipt of notice of such offer of employment or within fifteen (15) calendar days after date of mailing, all such rights of recall herein shall be terminated, provided that the teacher shall be certified to teach the position tendered.

#### 6.6 Disciplinary Action

The discipline of any teacher shall be for cause and shall follow the procedure hereinafter set forth. As used herein, "discipline" shall mean action taken to deprive any teacher of salary or other monetary benefits, but shall not include an oral or written reprimand or termination of employment.

Prior to the disciplinary action, the teacher shall confer with the appropriate administrator; have a complete review of the teacher's personnel file by the teacher with his/her representative present, and full disclosure of the basis of the action. The Board shall advise the teacher of the specific circumstances giving rise to the discipline.

**ARTICLE VII**  
**TEACHER COMPENSATION AND FRINGE BENEFITS**

7.1 Salary Schedules

The salary schedules each year of the contract are attached as Appendices A, B, C and D incorporated into this agreement.

7.2 Salary-Longevity

- a) For purposes of Section 7.2, years of service shall be defined as an individual teacher's years of service as credited on the District salary schedule. The eligible teacher may not utilize a longevity payment in conjunction with Section 13 (Retirement) of this contract.
- b) Teachers who are currently receiving the full longevity payment of 9.0% as of the 2016-2017 school year shall continue to do so and will receive off schedule increases in each future school year.
- c) No new teachers will be added to the longevity payment schedule.
- d) The teacher does not have any right or claim to said amount except as it may become available at the time of retirement or resignation from the State of Illinois Retirement System. Both parties acknowledge that the teacher did not have the option of choosing to receive the contributed amount directly, instead having such contributions paid directly by the Board to the State of Illinois Teachers' Retirement System, and that such contributions are made as a condition of employment to secure the teacher's future services, knowledge and experience.

7.3 Teacher Dismissal/Compensation

If a teacher is dismissed, the Board shall pay the teacher all compensation that is due no later than June 30 or as required by law, whichever shall be sooner.

7.4 Pay Periods

Teachers shall be paid in twenty (20) or twenty-four (24) installments. Unless the teacher notifies the Business Office in writing at least fifteen (15) workdays before the first payroll in September that a contrary cycle is desired, it shall be presumed that the teacher has elected the twenty-four (24) installments. Teachers on the twenty-four (24) installment plan shall not have the option of receiving summer checks in a lump sum at the end of the school term.

If a regular pay date during the school term falls on a day when school is not in session, employees shall receive their checks on the last workday prior thereto.

All teachers hired starting with the 2010-2011 school year, shall participate in direct deposit of payroll.

7.5 Payment to Teachers' Retirement System

From the compensation schedule, the Board shall deduct and remit for each teacher a sum equal to the amount due such teacher pursuant to the compensation schedules

to the State of Illinois Teachers' Retirement System to be applied for the retirement account of such teacher. The Board shall also deduct and remit for each teacher member contributions to TRIP (Teachers' Retirement Insurance Program) in the amount required by the Teachers' Health Insurance Security Fund. It is the intent of the parties by this Agreement to qualify these employer payments under Section 414(h) of the Internal Revenue Code. The teachers have no right or claim to the funds so remitted, except as they may subsequently become available upon retirement or resignation from the State of Illinois Teachers' Retirement System.

No such employee shall have the option of choosing to receive the amounts contributed by the Board directly and the assumption and payment of the employee's required contribution to the Illinois Teachers' Retirement System and Teachers' Health Insurance Security Fund is a condition of employment made in order to secure such employees' future services, knowledge and experience.

The balance of the amount due each teacher pursuant to such compensation schedule shall be payable to the teacher as salary in installments as otherwise provided herein, provided the Board shall deduct there from all monies as required by law or as authorized by the teacher pursuant to this Agreement, or as otherwise authorized by the Board. Such withholding shall include any and all additional amounts required to be paid to the State of Illinois Teachers' Retirement System and Teachers' Health Insurance Security Fund. Such withholding to be effective as of the date as tax may be determined to be due.

If the Internal Revenue Service, Illinois Teachers' Retirement System or any court shall determine that such amounts are not properly excludable from the gross income of teachers for taxation purposes, the Board shall commence to withhold Federal and State income taxes on the compensation remitted by the Board to the Illinois Teachers' Retirement System; and the compensation remitted to Teachers' Health Insurance Security Fund. Such withholding to be effective as of the date as tax may be determined to be due.

The Association and each teacher will indemnify and hold harmless the Board of Education, its members, its agents, and its employees from any claims, demands, actions, complaints, suits, or other liability incurred on account of the payment of contributions to the State of Illinois Teachers' Retirement System and Teachers' Health Insurance Security Fund pursuant to the provisions of this Section. No claim, demand, action, or suit, which shall assert liability of the Board and/or the Association, shall be settled or compromised in any manner without the express written consent of the Board.

#### 7.6 Compensation - Extra Class and Internal Substituting

- a) If a teacher at the middle school is required to teach an excess load for the specific position that they are assigned, they shall be compensated on a pro-rata basis. This additional compensation does not apply to Tier 1 intervention. Starting in the 2014-15 school year, teachers will work with their own students in their own classes to provide Tier 1 intervention.
- b) If an elementary specials teacher is required to teach an excess load, that teacher shall be compensated at the rate equal to the excess amount. The classroom load for an elementary art teacher is 25 classes per week; the classroom load for an elementary music or physical education teacher is 50 classes per week.

- c) If a teacher is required to forego a scheduled planning/preparation period to assume the responsibility of supervising another teacher's class or a portion thereof or if the teacher is required to "double-up" by assuming the supervision of another teacher's entire class while continuing to be responsible for his/her own class, such teacher shall be compensated as described in paragraph 7.6d below.
- d) Internal Substituting - Compensation shall be at the rate of \$10 per unit. A unit equals fifteen (15) minutes. Time for less than fifteen (15) minutes shall not be deemed a unit, time for more than fifteen (15) minutes, but less than thirty (30) minutes shall be deemed two (2) units; more than thirty (30) minutes, but less than forty-five (45) minutes shall be deemed three (3) units, etc. Payment will be made after three (3) units have been accumulated. Any remaining units at the end of the school year will be paid in the teacher's final check.

#### 7.7 Curriculum/Summer Writing/Summer School

- a) When a teachers' time is needed to perform curriculum & summer writing outside of the regularly scheduled workday when approved by administration, they will be compensated at a rate of \$35.00 per hour. This rate of pay will be consistent during the summer, since it is an extension of the prior school year.
- b) Certified staff that teach during the summer in a district-operated program will be paid at a rate of \$35.00 per hour.

#### 7.8 Stipends

- a) With the exception of those stipends specifically set forth in Appendix E, compensation for extra curricular assignments (clubs, duties and activities) shall be based on a modular system. A standard module is equal to forty (40) hours, a preponderance of which shall be direct student contact time. The smallest fraction of a module that will be eligible for compensation is one quarter of a standard module or ten (10) hours.
- b) Extra curricular assignments may be eligible for more or less than one standard module and may be shared among multiple staff members. Any extra curricular assignment that is shared amongst multiple staff members shall be divided on a pro-rata basis.
- c) The total number of available modules shall be established annually by the Board of Education and allocated on a per building basis. Where feasible, decisions about which extra curricular clubs, duties or activities will be offered during the course of a school year will be made collaboratively at the building level. Extra curricular assignments will be made by the building principal based upon the interest and availability of staff and level of student interest and participation.
- d) Compensation for a standard extra curricular activity module for the length of this contract shall equal \$1333. The level of compensation is based on \$33.33 per hour.
- e) Stipends and modules will be paid in lump sum payments during the second payroll in October and the first payroll in March. All stipends or modules will be paid in two equal installments.

- f) Stipend pay will remain at the same rates for the length of the contract as set forth in Appendix G.

## 7.9 Fringe Benefits

### Cafeteria Plan

The Board shall offer a cafeteria plan administered in accordance with and subject to applicable provisions of the Internal Revenue Code.

Teachers may elect any of the options listed for which they qualify for the ensuing year, during the annual open enrollment period or no later than fifteen (15) days after the start of their employment, whichever shall occur last. Notice of said election shall be provided by the teacher to the school district using the process identified by the school district. The election shall be irrevocable for the cafeteria plan except for a change in family status or dependent care eligibility as defined in applicable Section 125 regulations which occurs during the course of the plan year. Changes in election must take place within 30 days of the said qualifying event.

Cafeteria Plan salary deferral elections may be utilized for:

- 1) Pre-tax premium payment for health care coverage under a District PPO, HMO, dental or vision group health plan, that is not otherwise paid by the District.
- 2) Reimbursement for qualified dependent care expenses as defined in Section 125 of the Internal Revenue Code, and applicable regulations.
- 3) Reimbursement for otherwise unreimbursed qualified medical, dental and vision services and procedures for the employee and eligible family members, as defined in Section 125 of the Internal Revenue Code and applicable regulations.

Expenditures for any given plan year must occur between September 1<sup>st</sup> thru August 31<sup>st</sup>. Written evidence of the teacher's payments for dependent care and otherwise unreimbursed qualified medical/dental/vision services shall be submitted to the District no later than the first Friday in October in the succeeding school year. Except for the final submission of the school year, any single submission shall not be for less than \$50.00.

For qualified dependent care and otherwise unreimbursed qualified medical/dental/vision services the teacher, at the time of election, shall specify the amount of compensation to be deferred for each option selected. Any amounts remaining in these flexible spending accounts at the end of the contract year shall be forfeited. Unused amounts shall not carry over to the following contract year.

The Kildeer Education Association shall defend and hold the Board harmless with respect to the tax consequences of this section as set forth in the Hold Harmless and Indemnification Letter of Agreement in this Agreement.

## 7.10 Health Insurance

The Board will pay a maximum of the equivalent of the single premium for the District's PPO 750 plan for all employees towards health insurance coverage. Employees may choose any District group health insurance plan available. Should the employee select coverage with a lower cost, the District will pay for the cost of that coverage up to the maximum stated above coverage. If the employee selects a plan resulting in a higher premium cost, the employee will pay the cost differential.

Married couples who are both employed in the District as KEA members may have their single insurance premium dollars applied towards district family insurance.

If the premiums for the District's health insurance plan identified above in this Section 7.10, or the premiums for any other benchmark group health plan offered by the District, results in or contributes to an excise tax penalty based on the Affordable Care Act "Cadillac Tax", then the District will have authority to change the health plans it offers in order to avoid assessment of a "Cadillac Tax" penalty. If a change in the District's health plans cannot remedy the issue, then this section of the CBA may be reopened to address another solution to the "Cadillac Tax" matter to come to mutual agreement on the solution.

## 7.11 Insurance Cooperative

- a) Teachers or their health services provider shall submit all claims directly to the health claims administrator designated by the insurance cooperative of which the Board is a member. The Board shall seek the adoption of procedures by such cooperative, which will facilitate the prompt processing of claims and resolution of payment questions. The Board shall promptly investigate any claim by a teacher that his/her claim has not been promptly or equitably processed.
- b) The Association President or designee shall receive one copy of timely reports from the Board of all public reports including but not limited to: minutes of meetings, number of claims filed, benefits paid, investments and interest income received.
- c) The Association shall be notified of all meetings of the General Board of the cooperative.

## 7.12 Disability

### a) Short Term Disability

The Board will provide all eligible teachers a Short Term Disability Plan. Teachers .75 FTE or more are eligible to participate.

Plan Description:

Weekly Benefit: 60% of weekly earnings to a maximum benefit of \$1,500 per week.

Elimination Period: Injury-30 days, Sickness – 30 days

Benefit Duration: 9 weeks

The specific coverage, features, benefits and exclusions of the Short Term Disability Plan are defined in the policy and may be subject to change based upon the provider.

b) Long Term Disability

The Board will provide to all eligible teachers Long Term Disability Plan. Teachers .75 FTE or more are eligible to participate.

Plan Description:

Monthly Benefit: 60% of monthly earnings to a maximum benefit of \$5,000 per month.

Elimination Period: 90 days

Benefit Duration: Varies by age and disability

The specific coverage, features, benefits and exclusions of the Long Term Disability Plan are defined in the policy and may be subject to change based upon the provider.

7.13 Life Insurance Policy

The Board shall provide to each .51 FTE or greater employee a \$50,000 life insurance policy at no cost to the employee. The Board shall provide to each .50 FTE or less employee a \$25,000 life insurance policy at no cost to the employee.

7.14 Workshop Credit

The Board shall reimburse any certified staff member \$240 for each 15 hours of cumulative participation in District workshops conducted outside the regular professional day or verified participation in workshops conducted outside the regular school day when participation in such workshops has been approved by the Superintendent or designee prior to registering for the workshop. The Board shall provide the amount of \$45,000 in each year of the contract for workshop credit reimbursement.

Any money not spent as part of this section from one year of the contract will be added to the workshop credit pool for the next year of the contract. The workshop credit pool is subject to proration.

Only those individuals employed by the district as a certified staff member during the time of disbursement shall be eligible for reimbursement.

7.15 Course Approval/Salary

Horizontal salary schedule movement shall be effective once annually following both 1) the successful completion of graduate pre-approved coursework and 2) the submission of an official transcript affirming such completion by the first school day in October.

Coursework must be submitted for progress towards lane movement in the year immediately following completion of the course.

Teachers on Lane 4 or 5 may only make one horizontal lane change each school year. Teachers on Lanes 1-3 may move up to two lanes per year.

#### 7.16 Tuition Reimbursement

The Board shall annually provide tuition reimbursement for graduate courses taken for Masters, CAS or Doctoral programs in October of each school year. All courses must be pre-approved by the Superintendent or designee prior to registration. Teachers who possess a Masters degree will be reimbursed up to a maximum of six hours per teacher per year for non-degree graduate coursework and up to 9 hours per teacher per year for a degree program. For those teachers who do not yet possess a Masters degree, they will be reimbursed up to nine hours per teacher, per year for courses that are part of a pre-approved post baccalaureate degree program. The approval of coursework shall be at the sole discretion of the Superintendent or designee.

The amount of reimbursement will be for actual tuition expenses for courses successfully completed with a grade of 'B' or better.  
The reimbursement rate is \$280 per semester hour for the length of the contract.

Reimbursement will not exceed actual tuition paid and does not include registration fees, books or any applicable fees or costs of enrollment.

Teachers taking courses in quarter hours will be reimbursed and accumulate credit hours using the following formula: 1 quarter hour =  $\frac{2}{3}$  semester hour. For example: a three (3) quarter hour class equals two (2) semester hours.

No reimbursement will be made for courses, which commence after the last day of student attendance in any given year, if the employee is not employed by the district as a certified staff member at the beginning of the following school year.

Only those individuals employed by the district as a certified staff member during the time of disbursement shall be eligible for reimbursement.

#### 7.17 Annuity

Public Act 96-0889 created two tiers for TRS. Any member who first contributed to TRS prior to January 1, 2011 is a member of Tier 1. Any member who first contributed after January 1, 2011 is a member of Tier 2.

The Board shall provide to TRS members, a 1:1 matching contribution to a 403B plan to a vendor on the District's approved list. Tier 1 members may receive a matching maximum of \$500 per school year. Tier 2 members may receive a matching maximum of \$1000 per school year. There is a cap of 120 Tier 2 members that may access this benefit each year during the term of this contract.

## **ARTICLE VIII LEAVES**

### 8.1 Sick Leave

Each teacher shall be entitled to fourteen (14) sick leave days per school term without loss of pay. Such leave shall accumulate to the TRS maximum allowed number of days or 340 days, whichever is less. Sick days that are accrued above the TRS maximum allowed number of days or 340 days, whichever is less, will be lost at the end of school year they are received.

Sick leave shall be interpreted to mean personal illness or serious illness or death in the immediate family or household. The immediate family for purposes of this article shall include all persons designated as such by Illinois School Code. As used herein, "serious illness in immediate family or household" shall mean an illness, which threatens or appears to threaten the life of a family member or a medical emergency. Sick leave shall not be utilized for purposes of cosmetic surgery (except that such shall be reasonably incident to some other illness or disability) and/or to any matter, which may be reasonably postponed to a recess or vacation period.

### 8.2 Bereavement

In the event of the death of a member of the teacher's immediate family or household, or aunts, uncles, and close personal friends, the teacher shall be allowed three (3) days of bereavement leave annually without loss of salary.

Bereavement leave shall be taken in minimum increments of .5 days per instance of absence.

### 8.3 Sick Leave-Additional

If a teacher has exhausted all accumulated sick leave, and upon written application by the teacher through the Superintendent or designee, the Board of Education may, in its sole discretion and without precedential effect, grant the teacher additional sick leave days. Such grant shall be considered by the Board only when the teacher is afflicted with a severe illness. Such grant shall not be capriciously or arbitrarily denied.

### 8.4 Personal Days

Upon written application of the teacher, the Superintendent or designee shall grant up to three (3) days of leave of absence per school term without loss of pay to attend to a matter which cannot be attended to during non-school days or hours. No details of such absence need be provided other than an affirmation of compliance with the foregoing standard except on days preceding or following school holidays, vacations, or recess (Thanksgiving, Winter, Spring, etc.) periods, except in an emergency (which should be explained as soon as feasible), or for a matter which complies with the standard set forth above and the scheduling of which is clearly beyond the control of the teacher. When reasons must be given, personal leave shall not be arbitrarily denied. At the end of this contract, unused personal leave days shall accumulate as sick leave.

#### 8.5 School Closing/Leave Days

When the schools are officially closed by the Superintendent or designee, no leave days previously arranged by a teacher shall be deducted for any day that schools are closed.

#### 8.6 Leave of Absence

The Board may grant a leave of absence without pay for a purpose deemed appropriate and beneficial to the School District. Such leave may be conditioned in such manner as the Board may elect. The granting and withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by such teacher or by any other teacher or employee. If the leave is denied, the teacher shall be given written reasons for denial. Anything in the Agreement notwithstanding, the Board will comply with the provisions of the Family and Medical Leave Act of 1993.

#### 8.7 Use of Paid Sick days for Birth or Adoption

A teacher may use up to 60 days of accumulated sick leave for the birth of his or her own child or for the adoption or placement for adoption of his or her own child. The use of sick leave for birth must occur within 30 days of the birth of the child. The use of sick leave for adoption or placement for adoption must occur within 30 days of the date of adoption or the date of placement for adoption. Teachers seeking to use sick days for adoption or placement of adoption are required to provide the District with evidence that the formal adoption process is underway.

Teachers using paid leave for the birth, adoption, or placement of adoption of a child under this section may not simultaneously access Section 8.8.

#### 8.8 Unpaid Maternity/Child Rearing Leave

A teacher who has entered upon contractual continued service shall be eligible for maternity/child-rearing leave without pay or other benefits subject to the following conditions: (As used herein, "teacher" means a tenured teacher, except in Section (f), which is applicable only to non-tenured teachers, and in Section (g), which is applicable to all teachers).

- a) The teacher shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician indicating the expected date of delivery.
- b) Application for such leave shall be made in writing to the Superintendent or designee at least one hundred and twenty (120) calendar days prior to the anticipated birth of the child.
- c) After consultation with the teacher, the Superintendent or designee shall agree upon a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Such leave shall commence upon 1) the date

agreed upon by the Superintendent or designee and the teacher, or 2) the actual date of delivery, whichever shall first occur. In the event the teacher is required to leave or cease employment because she is unable to perform her duties due to disability related to pregnancy, she may elect to commence the leave immediately or alternatively to use any accumulated sick leave until said sick leave is exhausted or until the commencement of the leave, whichever shall first occur. Such leaves, which commence during the summer recess, shall begin no later than July 1st. The Superintendent or designee may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.

- d) A teacher will not be able to apply paid sick leave during the period of maternity/child rearing leave granted under this section. Any accumulated sick leave available at the commencement of the unpaid leave granted under this section shall be available to the teacher upon return to employment by the teacher, except for paid sick leave taken under Section 8.7.
- e) Any teacher desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leaves shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child.
- f) A maternity/child rearing leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, on such terms and conditions as it may prescribe in its sole discretion. To the extent permitted by law, the period of such leave shall not be counted in a computation of the period necessary (four years) to acquire tenure. The granting of maternity leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured teacher, but each request shall be judged on its own merits. Nothing herein shall be construed as requiring any non-tenured teacher to apply for such leave or to accept the conditions established for any such leave, not to preclude a leave authorized pursuant to the Family Medical Leave Act.
- g) A male teacher who has entered upon contractual continued service shall be entitled to a child-rearing leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this Agreement. Eligibility for such leave shall arise upon the anticipated birth of a child, which the teacher has fathered, or upon his planned adoption of a child.
- h) Under atypical or unanticipated medical circumstances, the teacher may apply to return early from maternity/child-rearing leave.
- i) Anything in the Agreement notwithstanding, the Board will comply with the provisions of the Family and Medical Leave Act of 1993.

#### 8.9 Unpaid Leave/Unemployment Compensation

As a condition precedent to any unpaid leave of absence, the teacher shall agree to waive any claim to unemployment compensation during the period for such leave of

absence or any recess or vacation period immediately preceding or succeeding such leave.

8.10 Leave of Absence-Notice to Return to Work

In all instances where a teacher is granted an unpaid leave of absence, other than FMLA leave of less than 21 days in duration, as a condition thereof, he/she shall advise the Superintendent or designee in writing no later than February 15, prior to the termination of such leave, that he/she intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required by the preceding sentence shall be treated as an election not to return to employment and as a resignation from the District.

8.11 Maintenance of Insurance

With the consent of the carrier, the teacher during an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the District Business Office or elsewhere pursuant to its direction.

8.12 Unpaid Leave of Absence-Multiple

Anything in the Agreement to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence of at least 93 employment days shall not become eligible for a subsequent unpaid leave unless and until such teacher has returned to full-time service for at least 93 employment days, provided, under exceptional circumstances, the Board may grant such leave in its sole discretion. The granting or withholding of such leave shall be without precedential effect.

8.13 Jury Duty

The Board shall pay the regular salary to teachers called to serve on jury duty. The teacher shall remit to the District any sums, exclusive of reimbursement for mileage and/or meals.

8.14 Salary Schedule-Advancement

Any teacher who has worked (including sick leave, personal leave and non-paid disability) one hundred twenty (120) or more days of the school term shall be entitled to advancement on the compensation schedule in the same manner as teachers who work a full year. Any teacher who is on leave of absence without pay in two consecutive years shall be entitled to such advancement in the second of such years if the teacher works at least one hundred twenty (120) days in that term and at least 240 days over the two year period.

8.15 Association Leave

The Association shall be entitled to fourteen (14) days of Association leave per year for the purpose of sending representatives to IEA/NEA sponsored conferences, conventions or workshops and for Association officers to conduct Association business. Teachers authorized by the Association to take such leave shall be released from duties without loss of pay subject to the following:

- a) The Association shall give the Superintendent or designee written notice of the

name(s) of the teacher(s) authorized to take such leave and the date of such meeting, if applicable, at least five (5) teacher employment days in advance of the day such teacher(s) shall be absent.

- b) No individual teacher shall use more than four (4) days in a single school year, provided the Association President may use up to four (4) days for convention attendance and up to four (4) days for other purposes provided herein.
- c) The Association shall reimburse the District in an amount equal to the existing substitute rate for each leave day (or half day) on which a substitute is actually employed. Such reimbursement shall be within ten (10) employment days following the day of leave.
- d) Minimal use of Association leave may be in half-day units.
- e) Up to two unused Association days may be accrued each year to a maximum of eight accrued days.
- f) During the last year of the contract, the Association will be entitled to six additional Association days solely for the purposes of bargaining.

#### 8.16 Sabbatical

An education leave of one school term may be taken by an eligible teacher for resident study and continued educational purposes for a plan and course of study of educational benefit approved by the Board. The leave will be unpaid. A position will be guaranteed upon the teacher's return to the District except as provided for in Article VI of this Agreement.

To be eligible the applicant must have completed six (6) consecutive years of full time teaching in the district. The applicant shall not have received a leave during the six (6) years preceding application. At least one percent (1%) and no more than two percent (2%), rounded to the next whole person, is eligible for a leave within a given year. The applicant agrees to return to the District upon termination of the leave for one school year and will be advanced on the salary schedule for the period of leave. The applicant while on leave may continue participation in the health/medical/dental insurance program at cost to the applicant.

**ARTICLE IX**  
**GRIEVANCE PROCEDURE**

9.1 Grievance/Days-Defined

- a) Any claim by the Association, a teacher or group of teachers that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.
- b) As used herein, the term “days” shall mean days on which the District Business Office is open, except during the spring and winter recesses.

9.2 Procedures

The parties hereto acknowledge a teacher and a teacher’s immediately involved supervisor usually resolve problems through free and informal communications. When requested by the teacher, an Association representative may accompany the teacher to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the teacher or the Association, a grievance may be processed as follows:

a) Step One

The teacher or the Association may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. Such grievance shall be submitted within fifteen (15) days of the occurrence of the grievance or within fifteen (15) days of when such occurrence might reasonably have been ascertained. The grievant may be accompanied to such meeting by a representative, and, if the Association is not the grievant or the grievant’s representative, the grievant shall also be advised at such meeting that he is entitled to have a representative thereat. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the supervisor’s written response, including the reason(s) for the decision.

b) Step Two

If the grievance is not resolved at Step One, then the Association may refer the grievance to the Superintendent or designee within ten (10) days after receipt of the Step One answer or within ten (10) days after the Step One meeting, whichever is the later. The Superintendent or designee shall arrange with the Association representative for a meeting to take place within ten (10) days of receipt of the appeal.

Within ten (10) days of the meeting, the Association shall be provided with a written response of the Superintendent or designee, including the reason(s) for the decision.

c) Step Three

If the Association is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the Superintendent’s or designee’s written reply, the Association may submit the grievance to binding arbitration pursuant to the procedures of the American Arbitration Association or

the Federal Mediation and Conciliation Service (FMCS), which shall act as the administrator thereof. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn:

- 1) Neither the Board nor the Association shall be permitted to assert any grounds, evidence or issue before the arbitrator which was not previously disclosed to the other party.
- 2) The arbitrator is empowered to recommend remedies consistent with this Agreement and pursuant to his/her lawful authority.
- 3) The cost of arbitration shall be borne equally by the parties, except for those legal and other fees incurred separately by the Board and the Association in presenting their side of the grievance and its disposition.

### 9.3 Grievance-Bypass Steps

If the Association and the Superintendent or designee agree, Step One of the grievance procedure may be bypassed and the grievance brought directly to Step Two.

### 9.4 Grievance-Direct Submission to Arbitration

If the Superintendent or designee and the Association agree, a grievance may be submitted directly to arbitration.

### 9.5 Grievance-Step Clarification

Grievances involving an administrator above the building level may be initially filed at Step Two.

### 9.6 Grievance-Representation

A teacher may elect to be represented at any step of the grievance procedure. If the Association is neither the grievant nor the grievant's representative, the Association shall have the right to be represented at all formal steps of the grievance procedure.

### 9.7 Grievance-No Reprisal

No reprisals shall be taken by the Board or administration against any employee because of the employee's participation in a grievance.

### 9.8 Grievance-Representation Substitution

If a grievance meeting shall be conducted at a time when the teacher or his representative, or the Association representative, is otherwise assigned, such teacher and/or representative shall be permitted to attend such meeting without loss of pay or benefits.

9.9 Grievance-Records

All records relating to a grievance shall be filed separately from the personnel file of the teacher.

9.10 Grievance-Withdrawal

A grievance may be withdrawn at any level without establishing precedent, provided that, if withdrawn, the grievance shall be treated as though never having been filed.

9.11 Time Limit Extension

Time limits may be extended upon written mutual consent.

9.12 Grievance-Sharing of Information

The parties agree to cooperate in the processing of grievances by providing relevant non-confidential data, provided neither party shall be compelled to compile or assemble data or to engage in extended research.

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**ARTICLE X**  
**NEGOTIATIONS PROCEDURE**

10.1 Impasse/Federal Mediation

If an impasse is declared or occurs, as provided by law, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff, provided that if the FMCS is unable for any reason to provide a mediator within a reasonable period after so requested, the parties shall seek a mediator through the offices of the American Arbitration Association, unless required by law to pursue some alternate procedure.

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**ARTICLE XI**  
**EFFECT OF AGREEMENT**

11.1 Agreement - Modification

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

11.2 Effect of Law-Savings Clause

Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that Article, Section, or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections, and Clauses shall remain in full force and effect to the extent that such Articles, Sections, and Clauses are consistent with the opinion of the court.

11.3 Management and Direction

The Association acknowledges that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by law, limited only by the lawful provisions of this Agreement.

11.4 Agreement Modification

The parties each voluntarily and unqualifiedly waive any right which might otherwise exist under law to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any matter (except as otherwise specifically provided herein) even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement. Notwithstanding the above, the parties agree to use reasonable efforts to resolve such matters on a collaborative basis.

11.5 Decision Making

The Kildeer 96 School Board and the Kildeer Education Association (KEA) agree to a process of decision-making that will deliberately place greater authority and responsibility for education and related decisions within the school itself. The goals of the process will be to:

- provide better collaboration in quality education services;
- place the decision-making closer to the teaching and learning;
- create an environment that can listen better and respond more quickly to the parents' and childrens' needs; and
- improve the work environment of administrators and teachers which is ultimately the learning environment for the children.

11.6 Term of Agreement

This Agreement shall be effective at 12:00 a.m. on the first teacher work day in the 2017-18 school term and shall continue in effect until 11:59:59 p.m. on the day preceding the first teacher work day for the 2023-2024 school term.

11.7 Copies of Agreement

Within thirty (30) calendar days after ratification by both parties, the Board shall make available an electronic version of the Agreement.

The electronic version of the Agreement will be placed on the district website in a public portal. A printed copy will be signed by both parties, archived and provided to the Board and KEA President.

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**ARTICLE XII**  
**NO STRIKE**

12.1 No-Strike

The Association agrees that neither it nor its members will authorize or take part in any strike during the life of this Agreement.

DRAFT

## **ARTICLE XIII** **RETIREMENT**

### 13.1 Retirement Notification

By May 15<sup>th</sup> in the year prior to accessing either the one, two, three or four year retirement option, any eligible teacher who wishes to retire must submit to the Superintendent or designee an application in writing of irrevocable intent to retire under any of the specified retirement options. The application shall contain notice of the eligible teacher's acceptance of all terms of any such option, effective as of the close of the applicable school term. The application must be submitted during the term of this contract. The Superintendent or designee shall confirm in writing the receipt of the application within ten (10) school days.

### 13.2 Retirement Eligibility

Any teacher who has given notification and meets the following conditions shall be eligible to participate in the retirement program provided for in this Article as specified below:

To be eligible for any of the benefits provided in Section 13.3 below, the teacher shall have served at least ten (10) full years of continuous contract employment as a full-time teacher in the district as of the last day of the school term and must be eligible to retire per TRS requirements.

### 13.3 Retirement Compensation

- a. Compensation shall be defined as the total of a teacher's base salary. Base salary does not include board paid employee contributions to TRS, stipends, modules or any other extra compensation.
- b. The teacher will receive an annual increase of six percent (6%) or the maximum amount allowed by TRS without incurring district penalties related to TRS limits for increases, whichever is less, of the prior year's compensation for the maximum of the teacher's last four years as identified in their notification. The teacher, as an alternate, may elect to receive this increase for three, two or one year(s) with notice given in the year prior to accessing this option.
- c. At no point during the retirement program shall a teacher's TRS creditable earnings exceed a six percent (6%) increase or the maximum TRS limit, whichever is less, during each of the last four (4) years of TRS creditable earnings. In the event the increase exceeds the six percent (6%) or the maximum TRS limit, whichever is less, the teacher's retirement benefit shall be reduced so the total compensation will not exceed the six percent (6%) cap or the maximum TRS limit, whichever is less. This cap applies to workshop credit, summer writing, curriculum writing and any other creditable earnings.

### 13.4 Term of the Retirement Benefit

Any eligible teacher who has given notification may access the retirement benefits outlined in this article for two years beyond the term of this contract. Any eligible

teacher may only access retirement benefits from the contract in effect at the time of their submission of their intent to retire.

13.5 Retirement Penalty Opener

Should legislation be passed that affects TRS retirement benefits that would result in the District paying any penalty, taxes, or additional costs due to the retirement language in this agreement, the KEA agrees to open up this section of the contract.

DRAFT

**ARTICLE XIV**  
**SERVICE RECOGNITION**

14.1 Service Recognition Notification

By May 15 in the year prior to the service recognition benefit, any eligible teacher who wishes to obtain the service recognition benefit must submit to the Superintendent or designee an application in writing providing notification of participation in the program. The application must be submitted during the term of the contract. The application shall contain notice of the eligible teacher's acceptance of all terms of any such option, effective as of the close of the applicable school term. The Superintendent or designee shall confirm in writing the receipt of the application within ten (10) school days.

14.2 Service Recognition Eligibility

To be eligible for any of the benefits provided in Section 14.3 below, the teacher shall have served at least fifteen (15) full years of continuous contract employment as a full-time teacher in the district as of the last day of their final school term and must be able to retire without any required employer paid retirement contributions to TRS. TRS requirements for retirement as of 6/1/2013: at least thirty-five (35) years of TRS creditable service including sick leave or age sixty (60).

14.3 Service Recognition Compensation

By the first payroll in October, following service separation, a lump sum payment will be provided to or on behalf of the teacher. The sum is equal to \$1,250 for each year of service in District 96 to a maximum of 35 years. The payment of this benefit to teachers who worked as a part time staff member shall be prorated as identified in Article 1.2 of the Contract for those part time years. Payments will be issued using the process required by the IRS.

Examples:

1. If a teacher retires with 27 years of service in District 96, this person will receive \$33,750 as a lump sum payment. (27 years x \$1250 = \$33,750).
2. If a teacher retires with 37 years of service in District 96, this person will receive \$43,750 as a lump sum payment. (35 years x \$1250 = \$43,750, because 35 is the maximum number of years eligible for recognition).
3. If a teacher retires with 33 years of service in District 96 and 2 years of sick leave, this person will receive \$41,250 as a lump sum payment. (33 years of service x \$1250 = \$41,250).
4. If a teacher retires with 25 years of service in District 96, the first 5 years of which were as a .5 FTE teacher, this person will receive \$28,125 as a lump sum payment. (20 years of service X \$1250 plus 5 years of service X \$625).

14.4 Term of the Service Recognition Benefit

Any eligible teacher who has given notice may access the service recognition benefit outlined in this article for two years beyond the term of this contract.

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**ARTICLE XV**  
**JOB SHARING**

15.1 Job Sharing

Any tenured teacher may request to share a teaching position with another teacher. Such request shall be submitted to the Superintendent or designee. The request shall be a joint written request, signed by both of the teachers proposing to share the position and specifying the position sought to be shared. Such requests shall be considered and may be granted on such terms and conditions the Board of Education deems appropriate subject to the following:

- a. The contractual continued service status of the participating teachers shall not be affected.
- b. Seniority shall accrue in accordance with Article VI of this Agreement.
- c. Any job-sharing proposal approved by the Board shall be for a period not to exceed one (1) school term. Job sharing proposals may be submitted on an annual basis.
- d. In the event the employment of a participating teacher ceases, for whatever reason (including leaves of absence), the Superintendent or designee shall have the right to return the remaining participating teacher(s) to full-time status or fill the vacant position in any other manner as he may deem appropriate.
- e. The determination of the Board hereunder shall be in its sole discretion and non-precedential.
- f. If the request is denied, the teacher(s) shall be given reason(s) for the denial in writing.

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# COLLECTIVE BARGAINING AGREEMENT

between

## **BOARD OF EDUCATION**

Kildeer Countryside Community Consolidated School District 96

and

## **KILDEER EDUCATION ASSOCIATION**

for the years:

2017-2018  
2018-2019  
2019-2020  
2020-2021  
2021-2022  
2022-2023

Agreed to and signed this 15<sup>th</sup> day of November, 2016.

FOR THE ASSOCIATION:

By \_\_\_\_\_

FOR THE BOARD OF EDUCATION

By: \_\_\_\_\_

## Teacher Salary Schedule 2017-2018

Step	B.A.	B.A. +9	B.A.+18	M.A. or	M.A.+15	M.A. +30
	Lane 1	Lane 2	Lane 3	B.A.+30 Lane 4	Lane 5	Lane 6
1	46,920	48,259	49,553	51,110	52,950	54,863
2	48,537	49,922	51,261	52,872	54,777	56,757
3	49,697	51,117	52,490	54,140	57,131	58,121
4	50,858	52,312	53,719	55,410	57,410	59,490
5	51,642	53,120	54,551	56,270	58,303	60,419
6	53,014	54,536	56,009	57,780	59,874	62,051
7	54,097	55,655	57,162	58,973	61,114	63,340
8	55,212	56,805	58,346	60,197	62,387	64,666
9	55,958	57,574	59,138	61,019	63,242	65,555
10	57,574	59,243	60,858	62,908	65,266	67,719
11	59,243	60,966	62,632	64,805	67,299	69,899
12		62,687	64,405	66,705	69,404	72,155
13		64,462	66,233	68,666	71,514	74,423
14			68,056	70,690	73,695	76,769
15			69,935	72,712	75,880	79,124
16				74,798	78,134	81,556
17				76,880	80,388	83,991
18				79,022	82,711	86,505
19				81,156	85,029	89,019
20				83,353	87,417	91,609

This salary schedule includes increases as follows:

On Schedule= 3.5% plus a 0.5% step increase totaling 4.0%, plus \$500 has been added to each cell

Off Schedule= 4.0% plus \$500

## Teacher Salary Schedule 2018-2019

Step	B.A.	B.A. +9	B.A.+18	M.A. or B.A.+30	M.A.+15	M.A. +30
	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6
1	47,155	48,500	49,801	51,365	53,215	55,138
2	48,797	50,189	51,535	53,154	55,068	57,058
3	50,478	51,919	53,312	54,987	56,968	59,027
4	51,685	53,161	54,589	56,306	59,416	60,446
5	52,892	54,404	55,868	57,626	59,706	61,869
6	53,708	55,245	56,733	58,521	60,635	62,835
7	55,134	56,718	58,249	60,091	62,269	64,533
8	56,261	57,882	59,449	61,332	63,559	65,874
9	57,421	59,077	60,680	62,605	64,883	67,253
10	58,196	59,877	61,504	63,459	65,772	68,177
11	59,877	61,613	63,293	65,425	67,877	70,428
12		63,404	65,137	67,397	69,991	72,695
13		65,194	66,981	69,374	72,180	75,041
14			68,883	71,412	74,375	77,400
15			70,779	73,517	76,643	79,840
16				75,621	78,915	82,289
17				77,790	81,259	84,818
18				79,955	83,603	87,351
19				82,183	86,019	89,965
20				84,402	88,430	92,579

This salary schedule includes increases as follows:

On Schedule= 3.5% plus a 0.5% step increase totaling 4.0%

Off Schedule= 4.0%

## Teacher Salary Schedule 2019-2020

Step	B.A.	B.A. +9	B.A.+18	M.A. or	M.A.+15	M.A. +30
	Lane 1	Lane 2	Lane 3	B.A.+30 Lane 4	Lane 5	Lane 6
1	47,390	48,742	50,050	51,622	53,481	55,413
2	49,041	50,440	51,793	53,420	55,343	57,343
3	50,749	52,197	53,597	55,280	57,271	59,340
4	52,497	53,995	55,444	57,187	59,246	61,388
5	53,752	55,288	56,773	58,558	61,793	62,864
6	55,008	56,580	58,102	59,931	62,094	64,344
7	55,856	57,454	59,002	60,862	63,061	65,349
8	57,340	58,986	60,579	62,495	64,759	67,115
9	58,512	60,197	61,827	63,785	66,101	68,508
10	59,718	61,440	63,107	65,109	67,478	69,943
11	60,524	62,272	63,964	65,998	68,403	70,904
12		64,078	65,825	68,042	70,592	73,245
13		65,940	67,742	70,093	72,791	75,603
14			69,660	72,149	75,068	78,043
15			71,638	74,269	77,350	80,496
16				76,458	79,709	83,034
17				78,646	82,072	85,581
18				80,901	84,510	88,210
19				83,153	86,947	90,845
20				85,470	89,460	93,564

This salary schedule includes increases as follows:

On Schedule= 3.5% plus a 0.5% step increase totaling 4.0%

Off Schedule= 4.0%

## Teacher Salary Schedule 2020-2021

Step	B.A. Lane 1	B.A. +9 Lane 2	B.A.+18 Lane 3	M.A. or B.A.+30 Lane 4	M.A.+15 Lane 5	M.A. +30 Lane 6
1	47,627	48,986	50,300	51,880	53,748	55,691
2	49,049	50,448	51,802	53,429	55,353	57,353
3	50,757	52,205	53,606	55,290	57,280	59,350
4	52,525	54,023	55,472	57,215	59,275	61,417
5	54,335	55,885	57,385	59,188	61,320	63,537
6	55,634	57,223	58,760	60,607	63,956	65,064
7	56,933	58,561	60,136	62,029	64,268	66,596
8	57,811	59,465	61,067	62,992	65,268	67,636
9	59,347	61,051	62,700	64,682	67,026	69,464
10	60,560	62,304	63,991	66,018	68,415	70,906
11	61,808	63,590	65,316	67,388	69,840	72,391
12		64,452	66,203	68,308	70,797	73,386
13		66,320	68,128	70,423	73,062	75,809
14			70,113	72,547	75,338	78,249
15			72,098	74,674	77,695	80,774
16				76,868	80,057	83,313
17				79,134	82,499	85,940
18				81,398	84,945	88,576
19				83,733	87,467	91,298
20				86,063	89,990	94,024

This salary schedule includes increases as follows:

On Schedule= 3.0% plus a 0.5% step increase totaling 3.5%

Off Schedule= 3.5%

**Teacher Salary Schedule 2021-2022**

Step	B.A. Lane 1	B.A. +9 Lane 2	B.A.+18 Lane 3	M.A. or B.A.+30 Lane 4	M.A.+15 Lane 5	M.A. +30 Lane 6
1	47,865	49,231	50,552	52,140	54,017	55,969
2	49,294	50,701	52,061	53,696	55,629	57,640
3	50,766	52,214	53,615	55,299	57,290	59,360
4	52,534	54,032	55,482	57,225	59,285	61,428
5	54,363	55,914	57,414	59,218	61,350	63,567
6	56,236	57,841	59,393	61,260	63,466	65,760
7	57,581	59,226	60,816	62,729	66,194	67,341
8	58,926	60,610	62,241	64,200	66,517	68,927
9	59,834	61,547	63,205	65,197	67,552	70,003
10	61,424	63,188	64,894	66,946	69,372	71,895
11	62,679	64,484	66,230	68,328	70,809	73,388
12		65,816	67,602	69,747	72,284	74,924
13		66,708	68,520	70,698	73,275	75,955
14			70,513	72,888	75,620	78,462
15			72,567	75,086	77,975	80,988
16				77,287	80,414	83,601
17				79,559	82,859	86,229
18				81,904	85,386	88,948
19				84,247	87,918	91,676
20				86,663	90,529	94,493

This salary schedule includes increases as follows:

On Schedule= 3.0% plus a 0.5% step increase totaling 3.5%

Off Schedule= 3.5%

**Teacher Salary Schedule 2022-2023**

Step	B.A.	B.A. +9	B.A.+18	M.A. or	M.A.+15	M.A. +30
	Lane 1	Lane 2	Lane 3	B.A.+30 Lane 4	Lane 5	Lane 6
1	48,105	49,477	50,804	52,400	54,287	56,249
2	49,541	50,954	52,321	53,965	55,908	57,928
3	51,020	52,475	53,883	55,575	57,576	59,657
4	52,542	54,042	55,491	57,234	59,295	61,438
5	54,372	55,924	57,424	59,228	61,360	63,578
6	56,266	57,871	59,423	61,290	63,497	65,792
7	58,205	59,866	61,472	63,404	65,687	68,062
8	59,596	61,299	62,945	64,924	68,511	69,698
9	60,988	62,732	64,419	66,447	68,845	71,340
10	61,929	63,701	65,417	67,478	69,917	72,453
11	63,574	65,399	67,165	69,289	71,800	74,411
12		66,741	68,548	70,720	73,288	75,957
13		68,119	69,968	72,188	74,814	77,547
14			70,918	73,173	75,839	78,613
15			72,981	75,439	78,266	81,208
16				77,714	80,704	83,822
17				79,992	83,229	86,527
18				82,343	85,759	89,248
19				84,770	88,374	92,061
20				87,196	90,995	94,885

This salary schedule includes increases as follows:  
 On Schedule= 3.0% plus a 0.5% step increase totaling 3.5%  
 Off Schedule= 3.5%

## APPENDIX G

### EXTRA CURRICULAR DUTY, CLUB AND ACTIVITY STIPEND SCHEDULE

	Payment for length of contract
Basketball	4068
Cross Country	3144
Poms	3513
Scholastic Bowl	2958
MS Science Olympiad Head Coach	3300
MS Science Olympiad Assistant Coach	2200
Soccer	3883
Track	3144
Volleyball	4068
Wrestling	4585
Middle School Chorus(one)	2034
Middle School Chorus (two)	2700
Band	5732
Orchestra	5732
Art Fairs (Stevenson)	740
Job Alike Facilitator Tier 1	481
Job Alike Facilitator Tier 2	925
Leadership	3328
Mentor	2219
Scheduling Assistant	2958
Standard Activity Module	1435

1. It is anticipated that two teams per grade level will be offered for boys and girls basketball and volleyball.
2. A \$300 stipend will be added to one of the coach's stipends for additional scheduling responsibilities for the nine designated teams (soccer, wrestling, cross country, track, girls basketball, boys basketball, girls volleyball, boys volleyball, scholastic bowl). This stipend includes both the scheduling of events and the scheduling of referees/judges.
3. Equivalent numbers of band, orchestra, chorus, poms, and coaching positions will exist at both middle schools.
4. Other coaching and/or supervisory positions may be added as required by conference rules/regulations.
5. Due to the nature of the activity, the following assignments shall be exempt from the requirement of Section 7.8, paragraph a) that "a preponderance of the module be direct student contact time" ie., yearbook.
6. Mentor and leadership stipends represent completion of all requirements, stipend may be adjusted based upon services provided.

7. Mentor and leadership positions take precedence over any other activity including coaching or club sponsorship. If a conflict arises between mentoring or leadership and another activity, the priority will be to fulfill the obligation to mentoring and leadership.
8. Scoreboard operators will be paid as follows:
  - a) one person will be paid \$25 per basketball or volleyball game
  - b) one person will be paid \$50 per wrestling meet
  - c) one person will be paid \$150 for an all day wrestling tournament

DRAFT

**Letter of Agreement**

**Hold Harmless and Indemnification Agreement**

In consideration of the Board of Education of Kildeer School District No. 96, Lake County, Illinois, entering into a collective bargaining agreement for 2013-2014 and the subsequent school years and for making provision therein for the inclusion of certain "cafeteria" fringe benefits, the Kildeer Education Association ("Association") agrees to hold harmless, indemnify, and defend the Board of Education of Kildeer School District No. 96, Lake County, Illinois, ("Board"), its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, penalties, interest, or other liabilities by reason of the inclusion of Section 7.5 of such agreement and/or for the failure of the Board to report amounts reimbursed thereunder to teachers as part of the annual W-2 report filed with the Internal Revenue Service, and/or the failure of the Board to withhold federal and/or state income taxes on such benefits.

In the event of any legal action against the Board of Education pursued in a court or administrative agency because of its compliance with such subparagraphs, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

(a) The Board of Education gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and

(b) The Board of Education gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

Exception. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

KILDEER EDUCATION ASSOCIATION

By: \_\_\_\_\_  
Ben Leven, President  
Kildeer Education Association

**Letter of Agreement**

**Compensation Adjustment Schedule**

The District 96 Board of Education and the Kildeer Education Association acknowledge their mutual interest in assisting staff to understand their payroll checks. The KEA will work with the District to convey the information contained on the attached chart – Compensation Adjustment Schedule. The District will endeavor to meet the deadlines as noted on the chart. Any modifications to the timelines will be promptly communicated to the KEA President(s).

The Board and the Association agree that this Letter of Agreement shall not be deemed a part of their Collective Bargaining Agreement, shall not be subject to the grievance procedure contained in that Collective Bargaining Agreement, and is not precedential in nature.

By: \_\_\_\_\_  
Marc Tepper, President  
District 96 Board of Education

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Ben Leven, President  
Kildeer Education Association

DRAFT

## COMPENSATION ADJUSTMENT SCHEDULE

<b>CATEGORY</b>	<b><u>By Second payroll in October</u></b>	<b>Other</b>
<b>GROSS SALARY</b>	Includes Lane changes (submitted by first day of work in October deadline).	
<b>ASSOCIATION DUES</b>	Submitted from KEA no later than the first day of work in October.	
<b>STIPENDS/MODULES</b>		Twice annually: the second payroll in October & the first payroll in March
<b>ANY OTHER APPROVED VOLUNTARY DEDUCTION</b>		First payroll of the month if submitted to the Business Office prior to the first day of work in the month.
<b>403(b) Savings Plan</b>		Ten (10) days prior to first payroll of month for first of month payroll only.

**Letter of Agreement**

**Insurance Committee**

The District 96 Board of Education and the Kildeer Education Association agree to establish an advisory committee composed of not more than five (5) KEA members and five (5) Board of Education representatives to review pertinent information regarding insurance plans, study the feasibility of a flexible benefit plan, and prepare such recommendations as deemed necessary and/or appropriate. The committee shall meet a minimum of one (1) time annually unless mutually agreed to otherwise.

BY: \_\_\_\_\_  
Marc Tepper, President  
District 96 Board of Education

Date: \_\_\_\_\_

BY: \_\_\_\_\_  
Ben Leven, President  
Kildeer Education Association

DRAFT

**Intent to Retire**  
**Under Article XIII of the Collective Bargaining Agreement**  
**2017-2023**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I am requesting to retire under the terms and conditions and access all eligible benefits under Article XIII of the Collective Bargaining Agreement at the end of the \_\_\_\_\_ school year.

I am giving 1 or 2 or 3 or 4 (circle one) years notice of my intent to retire.

Years Taught in District (as of end of the school year of retirement): \_\_\_\_\_

Submission Date (Not Later Than May 15\*\*): \_\_\_\_\_

Teachers are encouraged to contact TRS (800-877-7896) and confirm their retirement eligibility before completing this application.

I acknowledge the following terms:

- I will be at least fifty-five (55) years of age within six (6) months of the last day of the school term in which I plan to retire.
- I have taught at least ten (10) full continuous years in the district at the end of the school term in which I plan to retire and am eligible to retire under Section 16-133.2 of the Illinois Pension Code at the time of application.
- My salary shall be increased by 6% or the maximum allowed by TRS without incurring district penalties related to TRS limits for increases, whichever is less, over the prior year's compensation (base salary and fringe benefit amount) for 1 or 2 or 3 or 4 (circle one) years.
- My signature below acknowledges my acceptance of all terms of this retirement option.

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Application for Service Recognition**  
**Under Article XIV of the Collective Bargaining Agreement**  
**2017-2023**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

I have requested to retire under the terms and conditions and access all eligible benefits under

Article XIII of the Collective Bargaining Agreement at the end of the \_\_\_\_\_ school year.

As such, I am applying to participate in Service Recognition Program.

Upon my retirement, I will have \_\_\_\_\_ years of continuous contract employment as a full time teacher in District 96.

Submission Date in the year prior to service recognition benefit: \_\_\_\_\_  
(Not later than May 15\*\*)

I acknowledge the following terms:

- I will be eligible to retire per TRS requirements without penalty to the District.
- I have taught full-time at least fifteen (15) full continuous years in the district at the end of the school term in which I plan to retire and am eligible to retire under Section 16-133.2 of the Illinois Pension Code at the time of application.
- I will receive by the first payroll in October following service separation, a lump sum payment equal to \$1,250.00 for each year of full-time service (part-time years will be prorated as such) in District 96 to a maximum of thirty-five (35) years.
- My signature below acknowledges my acceptance of all terms of this service recognition program.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_