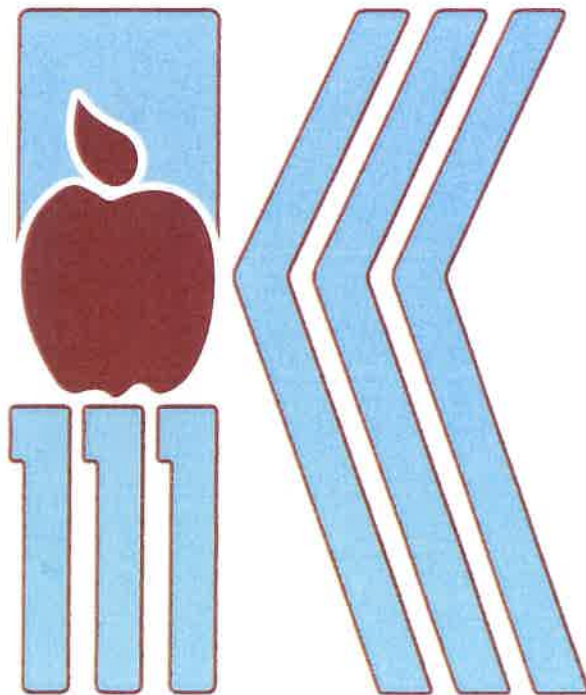


AGREEMENT
Between The
KANKAKEE COUNCIL
OF AFT LOCAL 604
An Affiliate of the
AMERICAN FEDERATION OF TEACHERS
AFL – CIO
and the
BOARD OF EDUCATION
KANKAKEE SCHOOL DISTRICT
NO. 111
Kankakee, Illinois



2022 – 2027

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**Working Agreement Between
The Board of Education
Kankakee School District No. 111**

And

**The Kankakee Council of AFT, Local 604, An Affiliate of the
American Federation of Teachers, AFL-CIO**

Preamble

This Agreement is made and entered into at Kankakee, Illinois, by and between the Board of Education, the Kankakee School District No. 111, and the Kankakee Council of AFT, Local 604, an affiliate of the American Federation of Teachers, AFL-CIO hereafter referred to as the "Union."

This Agreement is entered into as of the 12th day of April, 2022, and shall terminate at Midnight of the day immediately preceding the first teaching day of the 2026-2027 school year. This Agreement shall be renewed automatically from year to year thereafter unless either party shall notify the other in writing no earlier than the Fall of 2025 and no later than December 1, 2025, or any year thereafter, that it desires to modify, change, amend, or terminate this Agreement. This four-year Agreement calls for 6% raise in 2022-2023 and a 6% raise in 2023-2024. For the remaining two years of the Agreement, the Board and Union will meet prior to the start of the 2024-2025 school year for the purpose of negotiating Professional Educators' salaries only. In the event of such notice to modify, change, amend, or terminate this Agreement, negotiations shall begin no later than 30 days thereafter, or on such other dates as the parties may agree. The provisions for non-economic items of the new contract shall begin the first day of the new contract. Full retroactivity shall apply to all economic items from the beginning of the new teaching year to October 1st of the same calendar year. After October 1st, all economic retroactivity will be negotiated.

**Article 1
Purpose and Scope**

It is the intent and purpose of the parties hereto, by entering into this Agreement, to promote and improve the relations between the Board and the school district professional educators, and to expedite and facilitate the attainment of the worthy objectives of the school district.

The Kankakee Council of AFT Local 604 Federation of Teachers represents professional educators who are interested in the total educational picture in relation to the Kankakee schools. Those interests go far beyond mere salary agreements and terms or conditions of employment. Therefore, this Agreement not only includes provisions for professional educator earnings and fringe benefits, but also communication between the Board and the Union; whereby, the Superintendent, a Board member, and one other administrator shall meet monthly with the Union

President and one other Union representative to discuss matters of educational policy and/or other provisions of this Agreement.

It is recognized by the parties that all provisions of this Agreement may be altered only by consent of both parties. If any provisions of this Agreement are subsequently declared by the proper legislative or judicial authority to be illegal or not binding, all other provisions remain in force and will not be affected, so that this Agreement will remain whole with the void provision deleted.



Article 2 Recognition

2.1.1 Exclusive Bargaining Unit:

The Board recognizes the Union as the sole and exclusive bargaining representative for all classroom teachers, instructors, social workers, psychologists, guidance counselors, librarians, teachers on leave, special teachers (i.e., homebound or those who rotate from school to school), regular part-time teachers, nurses, and all other certified employees represented who have no authority in hiring or dismissal of employees (all of whom hereafter are referred to as "Professional Educator" or "Professional Educators"). The employee organization or Union will be recognized as the negotiating agent only for all certificated personnel in the district actually engaged in positions which are not administrative or supervisory in nature. This does not exclude curriculum coordinators, MTSS, CC, Learning Partners, and learning partners as members of the bargaining unit. The Board shall negotiate with no other individual or group purporting to represent the teachers nor shall any other group have the rights granted to the Union herein.

2.1.2 Unlicensed Personnel

Persons hired as an Instructor must have at least a bachelor's degree and possess a substitute teaching license. Instructors will participate in the Professional Educator Performance Evaluation process and must earn a proficient or excellent as well as successfully complete the district mentoring program to be considered for hire the next school year. Candidates for bilingual positions must demonstrate proficiency in all four domains for a second language. Instructors will not be placed on the seniority list and will be the first group in the reduction of force. Placement on starting salary schedule will be based on years of experience in related field and cannot exceed 12 years of experience.

2.2 Follow the Agreement:

Neither the Board nor the Union shall take any action in violation of, or inconsistent with any provision of this Agreement.

2.3 Documents available to the Union:

The Board shall make available upon request to the Union any non-confidential information, statistics, and records which the Union may deem relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. A copy of the annual Audit and Budget shall be sent to the Union president when said copies become available.

2.4 Superintendent/Union Meetings:

The Superintendent, or his/her designee, and Union representatives shall meet at the request of either party, at reasonable times, to discuss matters of educational policy and development as well as matters relating to the implementation of this Agreement.

2.5 Principal/Building Representative Meetings:

The principal of each school shall meet with the Union building representative(s) at the request of either party to discuss school operations and questions relating to the implementation of this Agreement. Proposed changes in existing policies and procedures and new policies and procedures for that school relevant to this Agreement shall be subjects for discussion at such meetings. Such policies adopted or maintained by any principal shall not be inconsistent with the terms of this Agreement.

2.6 Union/Building Meeting Agenda:

The Union shall be given a place on the agenda of the building professional educators' meetings for brief reports and announcements.

2.7 Board Agenda:

The Union shall be furnished an electronic copy of the agenda of every Board meeting three days in advance of each regular or special meeting of the Board, including recommendations of the Superintendent and the minutes of the last meeting which will be sent to the Union president on the day following approval. The Union president will receive an electronic Board packet (exclusive of confidential information) prior to each Board meeting.

2.8 Union Dues:

Upon obtaining the written authorization of the individual Union members, the Board shall deduct dues from each paycheck and pay same to the Union Treasurer twice per month. The Union dues check-off card must be in the Business Office no later than the first of each month in order for dues to be deducted from that month's paycheck.

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

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

2.9 Credit Union:

Teachers desiring Credit Union payments deducted from their regular check may do so by filing an individual request in writing within the payroll section of the Business Office.

2.10 Bulletin Board Usage:

Union officers may use the faculty bulletin boards for postings of notices, bulletins, and other information. Use of the bulletin boards shall be coordinated with the administration.

2.11 Communications Facilities:

Union officers may use the communications facilities of the school district for conducting regular Union business. This includes telephone, duplication equipment, and regular courier service and email, but not long-distance telephone calls or the office intercom unit. Any consumable supplies shall be furnished or paid for by the Union. Normally, these communications shall not be conducted during student contact hours unless an emergency dictates that immediate communications are required.

2.12 Union Meetings:

Union officers may schedule regular and special meetings in the school buildings at such times as mutually agreed upon by the officers and the administration.

2.13 Change in Policy:

Whenever the Board and/or administration is considering any general policy which would directly affect professional educators, their wages, total hours of employment and terms and conditions of employment as well as the impact thereon, the Superintendent, or his/her designee, shall advise the Union of such policy in advance of the Board's action on that policy and shall negotiate upon the timely request of the Union.

Article 3
Fair Practices

In the application of the terms and conditions of this Agreement, neither the Board nor the Union shall discriminate against any professional educator on the basis of race, creed, color, national origin, gender, marital status, sexual orientation or membership in, or association with, the Kankakee Federation of Teachers, AFT Local 604, or any other professional organization.

Article 4
Collective Bargaining Meetings

All collective bargaining meetings shall be held by mutual agreement.



Article 5 School Year

5.1 Length of School Year:

The regular school year for professional educator employment shall be a 185-day calendar as required by school law. Included in the 185 days are 5 emergency days. A maximum of four of these days shall be used for institute days. Special holidays and snow days shall be scheduled to insure 176 days with pupils in attendance. However, nothing herein contained shall be construed to reduce or add to the 176 pupil attendance days actually required by this Agreement.

5.2 August Institute Days:

For the two Institute Days at the beginning of the school year, the schedule shall be as follows:

- One-half day will be Professional Educator-directed time
- One-half day will be Administrator-directed time
- One full day will be used for State-mandated training

5.3 First School Day:

The first day with students will follow the Illinois School Code.

5.4 Last Day for Professional Educators

Professional Educators will be required to complete tasks necessary for the closing of the school year. Students will not be in attendance on this day.

5.5 School Calendar:

The school calendar for any year shall be discussed by the Union and the Superintendent, or his/her designee, before being presented to the Board. The Union recognizes the Board's responsibility pursuant to Section 5/10-19 of the Illinois School Code.

5.6 Professional Development Calendar:

Administration will present staff members with a professional learning planning calendar for professional learning to be scheduled for full days on Mondays, not attached to holidays, (Aug, Sep, Oct, Jan, Feb, Apr, May) on the first day of student attendance, provided ISBE approved waivers are in place. If the District loses the waivers, then the days need to be added back into the calendar.

New Professional Educator hires will be compensated for attending August trainings and the stipend for new Professional Educators will be paid on the last pay date in August (regular payday for everyone else).

Professional Learning opportunities scheduled within district-owned time will be mandatory. If staff is absent on a scheduled professional learning day, staff is expected to review and attend a make-up session on their own time. Missed professional learning opportunities will come with an

assessment unless the PD conflicts with another District obligation, which must be completed within 5 working days. This will be monitored by administration.

If a Professional Educator is absent on a PD day, and there is a pattern of absences, then they have to provide a doctor's note and are still required to make up the PD.

One full day in August will be used for State-mandated training. If this training is not completed by Nov. 1st, then staff will be docked until all training is complete. Late hires will complete this training through onboarding with Human Resources.

5.7 190 Day Employees

MTSS Coordinators, IEP Coordinators, Psychologists, Social Workers, and Speech Pathologists will work 190 days. The contractual school year will be extended by 5 days before the first day of the school year and 5 days after the last day of the school year. Professional Educators currently employed by the district will have the one-time opportunity to choose working a 180-day school year or a 190-extended school year. The intent of the extended school year is to prepare for both summer learning and the new school year so that students can have more immediate access to services. This work may include relevant professional development. 190 Day Employees can participate in per diem work and regular summer learning work outside of the 190-day year.

Article 6

School Day

6.1 Length of School Day:

The school day for full-time licensed Professional Educators and Instructors shall be 455 minutes. The arrival and departure time for staff will be recommended by the School Leadership Team (SLT). The school day will consist of the following:

A. Professional Education Directed Time:

Lunch, breaks, and personal plan time are duty free. Staff for K – 6 will have 70 minutes and staff for 7 – 12 will have 80 minutes. Time for Pre-K staff will be determined by factors outlined in grant requirements for the school Day.

A Professional Educator who has earned an unsatisfactory or needs improvement on the last evaluation or is in jeopardy of earning an unsatisfactory or needs improvement after the midpoint conference has been held may have his/her Professional Education directed time reduced so that he/she can participate in specific activities to address documented needs for improvement.

B. District/Administrator Directed Time:

District/Administrator Directed Time will be 375 minutes for the junior high and senior high and 385 minutes for K-6. District/Administrator time will include the following activities: instructional time with students to include learning anytime/anywhere and/or E-learning, supervision of students, curriculum development, collaboration with peers, instructional coaching, parent-teacher conferences, MTSS meetings, staff meetings, community engagement, and professional development. Time for collaboration will be scheduled by building SLT with input from staff.

Each building SLT must submit a preliminary master schedule for the next school year by May 1 and a finalized master schedule by August 1 to the Superintendent, or his/her designee.

Any changes to a master schedule for second semester must be submitted and approved by the Superintendent, or his/her designee, on or before the Friday preceding Fall Parent Teacher Conferences. Communication of the change will be shared with the community the week of the Fall Parent Teacher Conferences.

C. Bus Supervision

Professional Educators may be assigned, on a rotating basis, without discrimination to supervision of bus pupils before and after school. If sufficient staff are available, lunch duty may be assigned without discrimination on a rotating basis to licensed staff who

have a free period in addition to their preparation period, before lunch duty is assigned to staff who do not have a free period in addition to his/her preparation period.

D. Extra-Curricular Work Outside School Day

No Professional Educator shall be regularly assigned extra-curricular work beyond these hours without appropriate compensation.

E. Supervision of Students

The supervision of pupils is the responsibility of the total staff. The principal and Professional Educators will work cooperatively to effect supervisory schedules to assure the health and safety of pupils.

F. Emergency School Closing

In the event that school is closed due to an emergency and that day will be made up at a later time, Professional Educators who are on leave that day will not be charged for said leave.

6.2 District Leadership Team Members:

The Union will be represented on the District Leadership Team by one elected member from each building to participate.

6.3 Traveling Professional Educators:

Traveling Professional Educators shall be assigned to one school for administrative purposes and contractual obligations.

6.4 Administering Medication:

Under no circumstances shall professional educators or other non-administrative school employees, except certified school nurses and non-certified registered professional nurses, be required to administer medication to students.

Article 7
Union Meetings

The administrative staff shall schedule no mandatory faculty meetings or after-school workshops, or school programs prior to 6:30 p.m. on the third Thursday of the month. The Union House of Representatives holds regular monthly meetings after school on these days.

The administration shall avoid scheduling PTA, PTO, or other evening meetings on the third Thursday of October, February, March, and April. The Union holds general membership meetings after regular house meetings during these months.

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Article 8
Teachers' Book Selection Practice, Curriculum Changes,
Supplementary Funds, and Instructional Supplies

8.1 Textbook/Supplementary Selection:

Professional educators shall continue to participate in the book selection practice of the school system.

Professional educators shall be directly involved in the selection of basic textbooks and supplementary materials to be recommended to the Board for adoption. The majority opinion of the professional educators directly involved in the use of the recommended basic text and supplementary materials shall be the major determining factor in the Superintendent's recommendation. If there is no concurrence between the Superintendent or his/her designee and the majority of the committee, then a Union professional educator will present the majority opinion to the Board.

8.2 District Leadership Team Sub Committees for Curriculum:

Curriculum Coordinators and Professional Educators shall receive notice when a curriculum committee is to be established in their area of study. Professional Educators shall be afforded ample opportunities to submit recommendations to the committee. Proposed revisions in the curriculum shall be made available to the Professional Educators through the committee or their representatives serving on the committee.

Major curriculum changes shall then be made only after active involvement by the Professional Educators affected. Time shall be taken to note objections, and the objections shall receive full consideration before a decision is finalized.

8.3 Building Purchases:

The principal will involve the professional educator's staff within his/her building in determining the specific materials to be purchased for the building.

8.4 Academic Programs:

Professional Educators should be involved in planning the academic programs. In the event that a majority of Professional Educators in a given building oppose a curriculum change that affects the entire professional educator staff or department, a committee of Professional Educators from that building or department may present their objections to the Assistant Superintendent for Curriculum in writing prior to Board action. The Assistant Superintendent for Curriculum will so inform the Board of the objection of these Professional Educators. The principal's reaction to the objections will accompany the professional educators' objections. In the event that Professional Educators have been given the opportunity to participate in said planning and do not participate, these Professional Educators should not be in a position to present an objection.

8.5 Master Schedule/New Curricula Team:

The Master Schedule/ New Curricula Team is a joint KFT/ District advisory team to articulate effective implementation of the master schedule process and new curricula. This team will promote quality, embed check-ins throughout the whole scheduling process, address stopgaps for problem-solving and determine mutually agreed-upon next steps.

This team consists of building representation selected by the union and building administration and superintendent or designee.

The following timelines will be followed:

- A. On the third Monday in May, whatever draft of the schedule is available will be presented to staff, if not, a team comprised of building representation selected by the union and building administration, and superintendent, or designee, needs to be mobilized/convened to determine mutually agreed upon next steps
- B. Projections for student support services (504, IEP, Tier 3, EL) will be completed by the second week in April
- C. Curricula decisions will be shared and presented by the third Monday in May
- D. Professional Educators are expected to follow the chain of communication to address concerns. The building chain of communication will be created by the SLT.

The District Chain of Communication will follow Professional Educator, Building Administrators, Directors, Assistant Superintendents, and Superintendent. The Superintendent will communicate to the Board of Education.

8.6 New Curricula:

Curriculum materials will be ordered by February 1st, grades PK-6, and March 1st, grades 7-12, with the goal of materials arriving before the Professional Educators leave for the summer. The District Leadership Sub Committee for Curriculum will be presented with invoices and materials lists to share with staff as well as developing guidelines to limit the number of new curriculums Professional Educator will be mandated to implement in one year. This guideline would specifically apply to split grades and bilingual classrooms.

8.7 Master Schedule Committee:

A Master Schedule Committee will meet at least once each semester to address equity in Professional Educator Directed Time and District/Administrator Directed Time. The Committee will be comprised of an equal number of members appointed by the Union and the Superintendent, or his/her designee.



Article 9

Content Specialist/ Learning Partners

9.1 Junior High and High School Content Specialist:

Positions for Content Specialist at the high school level and junior high school will be posted by the Administration. The Content Specialists at the high school and junior high school will teach a full load and will report to the building Administrators. This will be a stipend position.

9.2 PreK-6 Content Specialists:

PreK-6 Content Specialists positions will be posted by the Administration and may be divided by the following areas: subject, curriculum, assessment, instruction, and data. This will be a stipend position.

9.3 Learning Partners:

The Learning Partner will work as a colleague with classroom professional educators to support student learning. The Learning Partner will focus on individual and group professional development that will expand and refine the understanding about effective instruction. In order to meet this purpose, the Learning Partner will provide personalized support that is based on the goals and identified needs of the individual professional educator and students. Learning Partners will not be responsible for evaluating professional educators.

Learning Partners will work 1365 hours per regular school year as identified in section 5.1. In addition, up to 10 workdays may be scheduled outside of the regular work day as determined by building or district needs as approved by the supervisor.

Return Rights: Professional educators who have applied for and have been awarded the position of Learning Partners may be placed in the same position in the same school in which they were previously working if administratively possible. Learning Partners who wish to resign their position and return to regular classroom duties shall notify the Superintendent or his/her designee by April 1st of each year.

Seniority: District seniority will continue to accrue for professional educators who have been designated as Learning Partners.

Article 10
Recruitment of Professional Educators

10.1 Union/Organization Recruitment:

The recruitment of Professional Educators for membership in any teachers' organization shall be the responsibility of the Professional Educators. Administration shall not participate in this recruitment.

10.2 Membership Recruitment Materials:

No members of the various office staffs shall participate in the distribution of recruitment materials or in the collection of funds for these organizations. However, the Board shall check off and collect union dues according to 2.8 of this Agreement.

10.3 New Professional Educator Orientation:

On the first day of new Professional Educator orientation, the Union representatives shall have a place on the agenda.



Article 11

Student Discipline

11.1 Shared Responsibility:

The adjustment of behavioral problems is the mutual responsibility of Professional Educators, building administrators, central administrators, and School Board. Professional Educators shall have the immediate recourse to building administrators, and both shall expect the support of central administration and the Board of Education in each case, if such support is warranted by the facts of the particular case.

11.2 Discipline Policy:

A discipline policy dealing specifically with elementary, junior high, and senior high school students, as developed, reviewed, and updates by the Parent Community Council and approved by the Board of Education, shall be enforced by the Administration. Each Professional Educator will have access to the discipline policy through the District's Website.

Both the Union and the Administration agree to work cooperatively to maintain the proper educational climate in the school buildings.

11.3 Discipline Responsibility:

In matters dealing with discipline, the Professional Educator's primary responsibility is classroom discipline while school is in session. In a situation where the health or safety of the Professional Educator could be in danger, it is recognized that Professional Educators are not expected to stand in the role of police. However, Professional Educators should intervene in a manner that is safe when practical. It is further recognized that Professional Educators have a role in establishing and maintaining school-wide discipline.



Article 12

Seniority

12.1 Seniority Defined:

System-wide seniority shall be the length of service as an actual full-time Professional Educator in the system.

12.2 Seniority List:

Within a reasonable time after the beginning of the school year, the administration shall furnish to the Union, district seniority lists to be placed in each building.

12.3 Access to List:

The Superintendent shall make available to any Professional Educator the system-wide seniority as it may affect the resolution of any specific problem.

12.4 New Employee Placement:

Under no circumstances shall any Professional Educator transferring into District No. 111 be placed higher on the seniority lists than Professional Educators already in District No. 111.

12.5 Professional Educator Transfer to Administrative Position:

Whenever a Professional Educator transfers to an administrative position, the person will continue to maintain seniority.

12.6 Part-time Professional Educators:

Part-time Professional Educators will have seniority only to other part-time Professional Educators.

12.7 Room Availability:

Principals will assign the blocks of rooms for grade level, teams, or subject areas. After this assignment has been determined, Professional Educators will have priority in choice of available rooms based on district seniority, except in instances of Professional Educator accommodation as may be required by the Americans with Disabilities Act or similar laws, or student IEP accommodation.

12.8 Breaking a Seniority Tie:

Where length of service as an actual Professional Educator in the district is equal, the date of hiring by Board action shall be the determining factor. When multiple Professional Educators are hired at the same board meeting, seniority is by date and time the Letter of Intent is signed.

Article 13

Reductions of Professional Educators

A joint SB 7 committee shall convene by no later than December 1 of each year and address the matters described in Section 24-12 (c)(1) through (5) of the Illinois School Code. The joint committee shall be composed of four members appointed by the Superintendent, or his/her designee, and four members appoint by the Union President. The appointments shall be made by October 1 of each school year, with the appointees serving from October 1 through the following September 30. Any agreements reached by the joint committee must be approved by the affirmative vote of at least three members per side.

By no later than March 1 of each school, the Superintendent, or his/her designee, shall consult with the Union President to develop a list establishing the sequence of honorable dismissals in any RIF in accordance with the positions and the groupings required by Section 24-12 (b) of the Illinois School Code. The Superintendent, or his/her designee, shall complete the list and provide the Union President with a copy by no later than 75 days before the end of the school term. Thereafter, the Superintendent, or his/her designee, shall promptly inform the Union President of any changes in the list made between the time of consultation with the Union President and any RIF action taken by the Board, but in any event by no later than 45 days before the end of the school term.

If the Board deems it necessary to undertake a reduction-in-force of Professional Educators, Professional Educators to be honorably dismissed shall be chosen from among those Professional Educators in the same position in accordance with their statutory grouping, with those in lower groupings being removed before those in high groupings. Within Group 1 (Professional Educators who have not attained tenure and have not received a performance evaluation rating), Professional Educators may be removed from employment in any order determined by the District. Within Group 2 (Professional Educators with a Needs Improvement or Unsatisfactory performance evaluation rating on either of their last 2 performance evaluation ratings), Professional Educators with a lower average rating on their last two ratings (or their last rating if only one is available) shall be removed before Professional Educators with a higher average rating. For purposes of calculating an average rating, Excellent = 4; Proficient/Satisfactory = 3; Needs Improvement = 2; and Unsatisfactory = 1. Professional Educators with the same average rating in Group 2 shall be removed by seniority. Professional Educators in Group 3 and 4 shall be removed by seniority.

Professional Educators dismissed as a result of a RIF and entitled to recall pursuant to Section 24-12 of the Illinois School Code shall be notified of recall by regular mail. To be eligible for recall, the Professional Educator must provide the Board with the address where such Professional Educator may be reached. Within 14 calendar days of the date the recall notification is mailed, the Professional Educator must notify the Board in writing of his/her acceptance of any vacant position offered to the Professional Educator. If a Professional Educator rejects an

offer of a vacant position, the Professional Educator shall be deemed to have waived his/her recall rights and will no longer be eligible for any vacant positions that become available within the recall time period.



Article 14

Class Size

14.1 Kindergarten, First Grade, Second Grade, and Third Grade:

The recommended enrollment in all kindergarten, first grade, second grade, and third grade classes is 25 pupils.

14.2 Middle School and Magnet Programs:

The recommended enrollment in middle school and Magnet programs classes is 28 pupils.

14.3 Junior and Senior High School:

The total caseload for junior high and senior high Professional Educators shall be an optimal 120 students with a maximum of 140 students. The modular student-staff ratio shall be an optimal one staff for every 24 students with a maximum of one staff for every 28 students. Caseloads and student-staff ratio will vary for fine arts and visual arts programs depending upon physical space and performance ensemble needs.

14.4 Efforts to Maintain Class Size:

Every effort should be made to maintain class size and balance and establish the above objectives. If a kindergarten, primary, middle school College and Career Academy, or middle school Magnet class roster exceeds the recommended class size by at least one pupil for either 30 consecutive school days or 30 school days one quarter, then the Professional Educator of that class will either receive a stipend or will be provided with an aide for the classroom. For K-3 Magnet classes, if the class roster exceeds the recommended class size of 28 by one pupil for either 30 consecutive school days or 30 days in one quarter, then the Professional Educator of that class will either receive a stipend or will be provided with an aide for the classroom. For Dual Language Academy (One Way) classes, if the class roster exceeds the recommended class size of 25 by one pupil for either 30 consecutive school days or 30 days in one quarter, then the Professional Educator of that class will either receive a stipend or will be provided with an aide for the classroom.

- a. Administrators reserve the right to determine whether a Professional Educator will receive a stipend or an aide.
- b. The stipend would be paid at a rate of \$30 per student per day, beginning with the first extra student in the class. The Professional Educator will be retroactively paid for the 30 days in which he/she waited for the stipend trigger to be enacted. Stipends will be paid out at the end of the fiscal year.
- c. If a Professional Educator has a co-Professional Educator in the classroom, then he/she will receive a prorated stipend for the portion of the day without the co-Professional Educator.

14.5 Laboratory Classes:



Every effort shall be made to determine laboratory class size based upon the amount of space in the laboratory.

14.6 High School Physical Education Classes:

The enrollment in high school physical education classes shall be limited to 40 pupils.

14.7 Consideration for Academic and Behavioral Support

Class rosters will be monitored so that more immediate classroom support can be provided for students having Tier 3 academic and/or behavior needs. The classroom support will be in addition to interventions applied through the MTSS process.

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Article 15

Personal Files

15.1 Official File and Access:

The personnel files of a Professional Educator, excepting confidential placement agency credentials and letters of reference, shall be open to examination at that Professional Educator's request and at the convenience of both parties during regular business hours. The official personnel file for each Professional Educator shall be maintained in the District Human Resources Office.

15.2 Anonymous Materials:

No anonymous letter or materials shall be placed in any Professional Educator's file.

15.3 Grievance Issues:

No matters pertaining to the grievance procedures shall be included in any Professional Educator's personnel file. All matters pertaining to a grievance shall be treated as confidential material and shall not be consulted in decisions regarding re-employment, promotion, assignment, or transfer.

15.4 Derogatory Comments:

With the exception of confidential placement agency credentials and letter of reference requested by the Professional Educator or Administration, no derogatory statement about a Professional Educator originating outside of the Kankakee School District No. 111 shall be placed in the Professional Educator's personnel file. Reports or statements by a representative of Kankakee School District No. 111 may be placed in the Professional Educator's personnel file only if the Professional Educator is sent a dated copy thereof at the same time. The Professional Educator may respond, and such response shall be dated and signed and attached to the filed copy.

15.5 Newly Hired Professional Educators:

Newly hired Professional Educators are required to submit personnel items, adhering to school code, (TB results for Pre-K staff only), not later than three weeks after their date of hire or start of the school year, whichever is later. Professional Educators who fail to submit the required documentation may be subject to disciplinary action.

Article 16

Professional Educator Vacancies

16.1 Vacancy Definition and Posting:

A vacancy is defined as an open position resulting from transfer, resignation, retirement, building reorganization, or death. Whenever a vacancy occurs or a new position is created, the Human Resources Office shall notify Professional Educators by email and shall post the position on the District website.

16.2 Posting Content:

The posting shall include a job designation, the special qualifications required of a person applying for such position, and the location of the position, if determinable. The vacancy shall be posted on the District website for a minimum of four working days or until the position is filled. During the month of August, Administration may seek to shorten the length of the posting period with the consent of the Union executive board. Professional Educators desiring consideration for such positions shall submit the required application within the posting period.

16.3 Filling a Vacancy or New Position:

Whenever a vacancy in a professional educator position occurs or a new professional educator position is created, the position will be filled based upon performance evaluations, if available, certifications, qualifications, merit and ability, relevant experience, and the needs of the students. All interested parties must participate in the current application process. If all these factors are determined by the Board to be equal, then the length of service will be the basis for the transfer. The parties recognize that with respect to special education, Montessori, Bilingual Education, or other positions which require special training, the transfer is contingent upon the District's ability to fill the job of the transferring Professional Educator.

16.4 Summer School or Federal Programs:

Whenever a vacancy occurs or a new position is created in either the regular summer school program or a federal program, the position will be filled based upon performance evaluations, if available, certifications, qualifications, merit and ability, relevant experience, and the needs of the students. If all these factors are determined by the Board to be equal, then the length of the service as defined in Section 5 will be the basis for the transfer.

16.5 Union Notification of New Professional Educators:

Names and addresses of all new Professional Educators hired by the district will be emailed to the Union president by August 1 prior to the opening of school. New Professional Educators' names and addresses who are employed after the above date will be mailed to the Union president as soon as administratively possible.

16.6 Board Reimbursement for Training:



Professional educators may seek to have the Board of Education reimburse/pay or partially reimburse/pay the cost of training to fill "high need" positions. High need will be determined by the Assistant Superintendent for Human Resources using District data. The professional educator must obtain pre-approval from the Assistant Superintendent for Human Resources and must abide by the terms and conditions set forth by the funding source.



Article 17

Professional Educators Transfers

17.1 Administration Initiated Transfers:

All decisions regarding transfers from a current assignment initiated by the administration shall be made, if administratively possible, prior to the close of the spring semester and after consultation with the Professional Educator or Professional Educators involved. Reasons necessitating such transfers shall be stated clearly in writing with a copy being presented to the Professional Educator or Professional Educators involved upon the Professional Educator's request. If the attempt to notify the Professional Educator involved is unsuccessful, the notification shall be made by registered mail to the Professional Educator's last known address.

17.2 Transfers to another Building:

If transfers to another building are necessary due to a decrease in students or other programmatic reasons, volunteers for transfer may be transferred first. Professional Educators shall be transferred based upon performance evaluations, if available, certifications, merit and ability, relevant experience, and the needs of the students. If those factors are determined by the Board to be equal, then reverse seniority within the affected buildings will be the basis for the transfer. The Superintendent will meet with the Professional Educator and the Union to discuss the rationale for the transfer prior to any such transfer.

17.3 Professional Educator Qualifications for Transfer:

Nothing in 1 or 2 above indicates that an unqualified Professional Educator with more seniority will be transferred to fill a position held by a qualified Professional Educator with less seniority.



Article 18
Faculty and Department Meetings

18.1 Faculty Meetings:

	Faculty Meeting/Grade Level	ILT—Instructional Leadership Team	SLT—School Leadership Team
Purpose	Information for all staff Divide into grade levels/departments Brief Union reports or announcements	This replaces what is now called IPS. Group of staff members invited to discuss how to meet academic or behavioral needs	Coordinate school wide events
Acceptable Activities/ Examples	Discuss: 1. Information pertaining to all staff 2. Data 3. Grade level/magnet strand topics 4. Department information 5. Grade level academic work * not to be used for PD	Problem Solving for academic/behavioral concerns: 1. Individuals 2. Groups with same needs 3. Entire class	Analyze School Wide Data:1 1. Culture/climate 2. Staff morale 3. Academics (grade level, subject area, department) These issues may be further addressed during an ILT meeting.
Number of meetings	3rd Wednesday of the month No more than one hour in duration.	2nd and 4th Wednesdays of the month No more than one hour in duration.	1st Wednesday of the month No more than one hour in duration.
The schedule of the meetings may be changed from Wednesday afternoon to Wednesday morning if the administration and a majority of teachers in the building agree to do so.			



18.2 Professional Educators in More Than One School or Department:

Professional Educators, assigned to more than one school or department, shall not be required to participate in faculty meetings held in schools other than that assigned for administrative purposes when such meetings will exceed the above state limits.

18.3 Emergency Situations:

In the event of an emergency situation, the principal may call a meeting to deal with this specific situation.

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Article 19

Substitutes

Maximum effort shall be made by the district to hire qualified substitutes for all Professional Educators, including vocal music, art, and physical education when they are absent from school.

When faced with no substitute for the workload of the Professional Educator, the vacancy will be filled according to the guidelines developed and agreed upon by labor and management. The guidelines will be developed using the following criteria:

- A. Guidelines will be developed by grade bands: Pre-K, K-3, 4-6, 7-8, and 9-12. Guidelines will include an order of priority for filling a vacancy.
- B. Art, Music, and Physical Education staff are not to be included in the guidelines separate from all other Professional Educators.
- C. Professional Educators providing mandated IEP, 504, and/or ESL services cannot serve as a substitute during time scheduled for student services.
- D. Guidelines should consider the number of administrator personnel assigned to each building.
- E. Guidelines for filling vacancies can include the following options:
 - 1. Professional Educators who choose to substitute during their plan period
 - 2. Professional Educators who choose to take additional students in their class for part or the whole day
 - 3. Substitutes willing to move from their high school or junior high school substitute assignment to an elementary substitute assignment
 - 4. Paraprofessionals who have teaching degrees or substitute certification
 - 5. Interventionist
 - 6. Administrative Personnel
 - 7. Learning partners
 - 8. Other personnel assigned to specific buildings not listed above.



- F. Substituting during planning time: It is the intent of this section to discourage taking a Professional Educators preparation period for use as a substitute. Professional Educators substituting at the request of the administration shall be compensated \$20 (plus TRS) for 6-29 minutes or \$40 (plus TRS) for 30-60 minutes.



Article 20

Working Conditions

20.1 Classroom Interruptions:

Classroom interruptions are to be permitted only in case of emergency or when no other reasonable alternative is possible.

20.2 Duty-free Lunch:

Professional Educators shall, according to the School Code, be entitled to and be allowed a duty-free lunch period equal to the regular school lunch period, but not less than 30 minutes in each school day. However, so that extended lunch periods may be retained in those schools where such lunch periods now exist, Professional Educators may be assigned supervisory duty on a rotating basis only and only for that period of time commencing with the expiration of the 30-minute lunch period and terminating with the resumption of classes.

20.3 New Professional Educator Support:

Whenever needed, assistance and guidance in classroom techniques should be provided every beginning Professional Educator. Available resources including principals, assistant principals, learning partners, and Professional Educators should be utilized to help orientate the new Professional Educator.

20.4 Study Hall Supervision:

A conscientious attempt shall be made to differentiate the staff, using licensed personnel to perform teaching duties and those who are not licensed to perform the needed and valuable sub-professional duties, such as study halls. The administration may assign the supervision of study halls to persons who have lesser licensure than classroom Professional Educators.

20.5 Leaving During the School Day:

Professional Educators shall be permitted to leave their school during Professional Educator Directed Time. Professional Educators shall sign-out and sign-in so that he/she is accounted for and/or can be contacted in the case of an emergency

20.6 Returning from Leaves:

Professional Educators returning from a prearranged sabbatical, maternity/paternity, military, or sick leave or other non-teaching assignment (e.g. literacy/language arts coaches) shall be placed in the same position in the same school in which they were previously teaching, if they so request at the time of leaving and if it is administratively possible.

20.7 Safe Facilities and Pest Management:

All schools shall provide reasonably safe physical facilities with clean classrooms, lunchrooms, kitchens, and staff restrooms.



The Union and the Administration agree to a shared responsibility to educate Professional Educators about the procedures outlined by the Integrated Pest Management Plan.

20.8 Assault on or by Professional Educators:

- A. Professional Educators shall report immediately to the principal all cases of assault or battery suffered by them in connection with their employment.
- B. If deemed appropriate by the administration, the principal shall notify the proper authorities on behalf of the Professional Educator. The Professional Educator will be given an immediate opportunity to notify the proper authorities.
- C. If criminal or civil proceedings are brought against a Professional Educator alleging that he/she committed an assault or battery in connection with his/her employment, such Professional Educator shall have legal assistance as is required by the Illinois School Code.
- D. In any case where the rights of a Professional Educator may be adversely affected by a decision of the Board, the Board shall take every possible precaution to prevent even the appearance of a Professional Educator being asked to resign prior to informing the Professional Educator of his/her right to representation by a member of the Union.
- E. The Board will pay no fees except for attorneys' fees that may be incurred pursuant to Section C.

20.9 Identification Cards:

The Board shall issue identification cards to all licensed personnel and Professional Educators who are retired from District No. 111. These identification cards shall serve as passes for Professional Educators and retired Professional Educators and their immediate families to all athletic events sponsored by the District and to other events designated as open to all Professional Educators, except for post-season and tournament play. Children of Professional Educators must be accompanied by parents. The Union shall assume the responsibility of notifying retired Professional Educators of this courtesy extended by the Board.

20.10 Off-school Hour Responsibilities:

Attendance at meetings, conferences, in-service training programs, and other special events held during off-school hours shall be voluntary, except that attendance at Open House and two other events per year as determined by the building principal will be required and will not be compensated. The building principal shall inform unit members of the events which they shall be required to attend within a reasonable period after the start of the school year.

20.11 Pre-registration Guidelines:



Pre-registration of students, issuance of books, payment of book rental fees, renting and purchasing of locks and issuing of other material to students shall be accomplished to the degree possible before the first day that classes begin each semester through a pre-registration procedure.

20.12 Paved Parking Lots:

The Board shall make every effort to provide hard-surface parking facilities for Professional Educators near their schools. These facilities shall be used by Professional Educators, principals, and other school personnel and will not be available for use by the general public during the teaching day.

20.13 Work-room Phones:

A telephone shall be placed in all faculty lounges.

20.14 Staff Restrooms:

Restroom facilities in each school shall be provided exclusively for the use of the staff in the school.

20.15 Professional Educator Evaluation:

Bargaining unit members shall be evaluated according to the Teacher Evaluation Plan developed by the Teacher Evaluation Instrument Revision Committee (T.E.I.R.C.) and the Performance Evaluation Reform Act Committee (P.E.R.A.). The Plan shall be jointly reviewed at the request of either the Union or the Administration.

**Purpose of Performance Evaluation
Evaluation Process**

There will be a minimum of two observations of at least thirty consecutive minutes.

All evaluations shall be conducted openly and with full knowledge of the Professional Educator.

A written evaluation shall be provided the Professional Educator within ten days of the formal observation and at least twenty-four hours before the conference with the evaluator. The Professional Educator shall have the opportunity to provide additional data which shall become part of the written evaluation.

Each Professional Educator being evaluated shall receive a summative evaluation report which is the final assessment for the year of the Professional Educator's performance. Information that may negatively affect the summative rating must be shared with the Professional Educator within ten days of the incident to be included in the summative evaluation. The administrator who conducted the formal summative evaluation must meet with the Professional Educator to review

the formal summative evaluation. A summative conference will be held to review and discuss the summative evaluation report.

The Board recognizes the value of the timelines set forth in this section and will make a sincere effort to comply with them. If an observation does not take place as scheduled, the administrator will work with the Professional Educator to reschedule it at a mutually convenient time, subject to legal and contractual limitations.

No evaluator shall submit with the summative evaluation report a statement seeking out specific areas of strengths and weaknesses, if any, with specific recommendations to improve performance.

No evaluation shall be placed in the Professional Educator's personnel file until the evaluator and the Professional Educator have discussed it.

If the Professional Educator feels the evaluation is incomplete, inaccurate, or unjust, the Professional Educator may attach written objections or any other material to the evaluation form.

The bargaining agent may, if it chooses, supply a roster of at least five qualified Professional Educators within five school days of receipt of written request. The consulting Professional Educator is to be selected from the list provided or from the names of all Professional Educators qualified if that number is less than five. If the exclusive bargaining agent does not submit a list of qualified consulting Professional Educators, the District shall develop the list.

Release time and a differential for the consulting Professional Educator shall be negotiated.

20.16 Union President Released Time:

The Union President, or his/her designee, will be allowed five days per year for Union activities, provided the Union pays the per diem at the substitute rate for the five days.

The Union President shall be released from his/her regular duties to the District the equivalent of one period (i.e. high school) on a daily basis. It is understood that the released time will be used to attend to the duties of the Union President. The Administration may expect to contact the KFT president during this time to minimize the interruptions to the learning atmosphere of that Professional Educator's classroom.

20.17 Pre-evaluation Issues:

Administrators, whenever possible and preferably before a formal evaluation, will confer privately with individual Professional Educators when there are concerns about classroom management or job expectations.

20.18 Lesson Plans:



All Professional Educators are to prepare daily lesson plans and have them available for viewing by Administration. Administration may request lesson plans be submitted and must provide written, instructional feedback within five school days. At any time, Professional Educators may request that written, instructional feedback of lesson plans be provided by the Administration. This written, instructional feedback will be provided within five school days, unless an extension is requested. All request and written instructional feedback will be provided via email. All Professional Educators are to have lesson plan available for a substitute Professional Educator when the Professional Educator is absent from class. For a prearranged leave of absence, the Professional Educator will provide two weeks of lesson plans.

A committee will be established of teachers (selected by the Union), building principals, and the Assistant Superintendent of Curriculum and Instruction for the purpose of creating a lesson planning guide. Once the guide is created, the committee will meet bi-annually to review or revise the guide as needed.

20.19 Construction/Renovation Input:

When new construction programs or major revisions and renovations of present buildings are to be undertaken, the Union shall be given an opportunity to voice its opinions on said matters prior to adoption of the final design.

20.20 Federal Proposals Affecting Professional Educators:

Advisory committees of Professional Educators representing all levels shall be sought in preparing federal proposals when the proposal affects Professional Educators.

20.21 Parent/Guardian Requesting Conferences:

Any parent or guardian wishing to have a conference with a Professional Educator should be directed to make an appointment at a mutually agreed upon time with the Professional Educator.

20.22 Professional Educator Moves:

If Professional Educator moves are mandated because of Health/Life Safety provisions of the Illinois School Code; if a Professional Educator is involuntarily transferred between buildings or reassigned with a building; or if the Board initiates a transfer as set forth in Article 17 a Professional Educator volunteers to transfer as part of that process, the Professional Educator will receive the total amount of \$100 for packing and unpacking outside of the school day. If the Professional Educator initiates a transfer to another building or a reassignment within the building, he/she will not receive the \$100 for packing and unpacking outside of the school day.

20.23 Approved Curriculum:

The District agrees to provide Professional Educators with either a year-long or semester curriculum that is aligned with the Common Core and State Standards in all subjects.

Curriculum is defined as

- a. A list of content and topics



- b. A list of what students are expected to know and be able to do after studying each topic
- c. Instructional resources

It is further understood by both parties that there are instances where Professional Educators may want to participate in the development of curriculum. Nothing in this agreement is intended to prohibit voluntary collaboration or work by Professional Educators and other school staff on curriculum.

Without an approved curriculum, a Professional Educator may be exempt from components of Domain 1 of the Teacher Evaluation Plan.

20.24 Professional Dress:

Professional Educators shall dress in a manner that does not distract from the educational environment. Educators shall dress in attire that models appropriate dress for a professional setting. Jeans and T-shirts should only be worn on spirit days or if the activity warrants. Flip flops, of the rubber sole design, are not considered professional attire. **Physical education Professional Educators may dress in active wear that is professional for their students.*

20.25 Quarterly Travel Allowances:

If a Professional Educator is required to travel daily between two different buildings as part of his/her regular job responsibilities, then he/she will receive a mileage stipend each quarter. The stipend amounts will be based on the policy approved by the Board of Education.

All Professional Educators eligible for a travel allowance will receive a travel stipend for each semester. The District will no longer compensate traveling professional educators through a travel log.

If a Professional Educator is required to travel as a non-regular job responsibility, such as a conference, then he/she will be reimbursed at the current IRS mileage rate with approval from the Administration.

If a Professional Educator feels that his/her travel for a particular semester would generate significantly more compensation than the amounts on the board policy, then he/she may provide a written appeal to his/her supervisor by October 15 for the first semester and by February 15 for the second semester. The Professional Educator's supervisor will review the appeal with the Assistant Superintendent of Business Services and will provide a written response to the Professional Educator.

20.26 Terms and Conditions of Employment Commitment to a Respectful Culture and Climate:

The Employer and the Union agree that each employee shall be treated with respect and dignity. The partners are committed to a work atmosphere characterized by "professional courtesy" and



believe that it is the responsibility of all District employees to treat everyone involved in our educational environment with dignity and respect.

Verbal abuse, threats, or harassment by supervisors will not be tolerated. Discipline and/or reprimands of employees shall be conducted in a confidential manner except in cases where an employee requests a witness or union representative. Discipline shall be administered in a professional manner.

20.27 Mentoring for Professional Educators:

Participation in a formal mentoring program for first- and second-year Professional Educators will be required. Professional Educators with three or more years of experience can request to participate after demonstrating a need to address specific areas for improvement. Stipends for mentors will be announced by August 1 and will be determined by the total monies allocated from the designated funding source.

20.28 Traveling Professional Educators:

Minimizing travel will be a priority when constructing master schedules. Professional Educators required to teach in more than one building will have a minimum of 10 minutes in addition to travel time before meeting with students.



Article 21
Physical Examinations

21.1 Board Requested Examination:

Any requirement by the Board for a physical examination of the Professional Educator after the pre-employment physical shall be paid for by the Board.

21.2 Reasons for Requesting Examination:

Specific reasons in writing shall be given to the Professional Educator for requiring this physical examination.

21.3 Examining Physician:

The selection of the examining physician shall be governed by applicable law.

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Article 22

School Liability

22.1 Legal and Financial Liability:

The School District shall assume legal and financial liability up to the insurable limits of the school district's insurance coverage in connection with all activities carried on by Professional Educators in performance of duties.

22.2 Worker's Compensation:

The School District shall maintain a standard workers' compensation policy effective as to all professional educator personnel. To the extent the Professional Educator receives workers' compensation, time lost will not be charged against sick leave.

Professional Educators who have a workers' compensation claim and who cannot work as a result of injuries received enforcing discipline shall not be charged sick days for up to the first three days following the incident.

The Illinois Workers' Compensation Act states that professional educators who go on a leave of absence due to an approved workers' compensation injury are entitled to two-thirds (2/3) of his/her pay. Professional educators who are on an approved workers' compensation leave may use one (1.0) benefit day (excluding funeral days) in exchange for the remaining one-third (1/3) of his/her pay. The professional educator must submit the request in writing to the Assistant Superintendent of Human Resources. Professional educators who exercise this option will receive paychecks directly from the District. If the Illinois Workers' Compensation Act changes, then both parties will renegotiate the terms of this exchange.



Article 23

Grievance Procedure

23.1 Purpose:

Whenever individuals work together, there will be occasions when misunderstanding, disagreements, or questions arise. The purpose of this procedure, then, is to resolve in a fair and equitable manner all misunderstandings, disagreements, and questions that might arise. No organization other than the Union and the Board and their respective designated representatives is to appear in an official capacity in the processing of a grievance. A grievance is defined as a claim that there has been a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

“School” or “Working” days as used in this procedure shall mean days when Professional Educators are required to be in attendance. If the grievance procedure extends beyond the last day of the regular school year, all time limits shall consist of all weekdays, exclusive of Saturdays, Sundays, and holidays.

23.2 Procedure:

A. Step One

If any Professional Educator or group of Professional Educators shall have a grievance, it shall first be presented to the Union President and to the immediate supervisor within 20 working days of the time a grievance arises, or knowledge of the grievance by the grievor occurs. The supervisor shall arrange a meeting with the aggrieved party within seven working days of the receipt of the grievance. In the event a satisfactory solution has not been reached, the problem shall be put in writing by both sides. If the grievance has not been resolved, both parties shall so indicate on the form, and it shall proceed to the central administration within 10 working days.

B. Step Two

A copy of the grievance with the Professional Educator's and the supervisor's statements shall have been forwarded to the Superintendent by the grievant. Within 10 school days, the aggrieved and the representative of the Union Grievance Committee shall arrange for and meet with a member of the central administration of District No. 111.

At the conclusion of this step, a written decision shall be placed on the same form. In the event the grievance is not resolved, the administrator shall, within seven school days following the conference, so indicate on the same form, a copy of which shall be forwarded to the Superintendent. The Superintendent or his/her designee will, within seven school days, state his/her final answer in writing to the grievant and the Union.

C. Step Three



1. In the event the grievance has not been resolved, the Union may appeal the issue to the Board of Education within 10 school days. Within 15 school days of the appeal to the Board, the Union, or a duly-designated representative, may submit to the Board of Education a written brief, argument, or statement in support of the grievance. In addition, the Union may make an oral presentation to the Board and entertain questions from the Board. No later than 20 school days following the appeal, the Board of Education will issue a decision in writing and submit it to the Union or a duly-designated representative.
2. In the event that the Board's decision does not resolve the grievance, the Union may, within 30 school days, request binding arbitration. The parties shall jointly request the American Arbitration Association to submit a panel(s) of arbitrators pursuant to the voluntary labor rules of said organization. In the event the request for arbitration shall fall due after the end of the regular school year, the Union may request, in writing, that the arbitration hearing be scheduled during the next regular school year.

Any costs involved in implementing the arbitration stage of the grievance procedure will be shared equally by the Board and the Union.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representatives.



Article 24
Salaries
(Professional Educators Salary Schedule: See Addendum C)

24.1 Course Credit:

All college hours, undergraduate or graduate, must be taken from accredited colleges and universities according to a regional accrediting agency (for example, the North Central Association of College and Secondary Schools and its affiliates, the Southern Association, the New England Association, and the Northwest Association), if they are to apply toward credit on any part of the salary schedule. All courses to be applied to the M.A., or M.A. + 15, Advanced Certificate, or Doctoral lanes must be graduate credit from an accredited college or university applicable to the subject or curricular area in which the Professional Educator is currently engaged or aspires to be engaged. In the latter case, approval in writing, for salary credit only, must be secured from the Superintendent of District 111, and these approvals or denials will be determined on a case-by-case basis and may be challenged through the Grievance Procedure up to the level of Step 3, section 1, which is the appeal to the Board of Education. The decision of the Board of Education shall be final, and their decision and the grievance are not subject to binding arbitration.

24.2 Professional Educators with Doctorates:

The salary schedule for Professional Educators holding Doctor's degrees shall be \$500 above the corresponding step of the two M.A.'s or Advanced Certificate schedule.

24.3 Summer School Compensation:

Summer school Professional Educators shall be compensated \$47 per hour for days in which they are required to teach in summer school.

24.4 Pay Dates:

Professional Educators will be paid in 24 installments, two times per month. Paydays shall be the 15th day and the last day of every month except when a pay period falls on a weekend or bank holiday; then the payday will be the day prior to the weekend or bank holiday.

24.5 Dock Rates:

Salary for days lost, for which the Professional Educator is not to be compensated, shall be calculated on the basis of 1/180th of the Professional Educators annual basic salary for each day lost.

24.6 Longevity Pay:

Professional Educators who have at least five years continuous service in Kankakee School District shall receive a stipend of \$111 on their first paycheck in December.

24.7 Replacement Professional Educator:



A Professional Educator who replace the same regular Professional Educator for more than 20 continuous school days shall be paid retroactively as the per diem rate of 1/180th on the first step of appropriate lane of the Professional Educator's salary schedule. However, the Professional Educator will not be covered by any professional personnel policies unless the substitution is longer than one semester. If it is agreed at the time the Professional Educator is employed that the employment will be for more than 20 continuous days, the salary for that Professional Educator shall be paid at the per diem rate.

24.8 Credit for Outside Experience:

A. The Kankakee School District No. 111 may allow up to 12 years teaching credit for experience outside the Kankakee School system. This experience may include other professional employment, previous teaching in the Kankakee Schools, and no more than two years of military service.

B. No retroactive application is intended or implied.

24.9 National Board Certification:

Professional Educators who achieve National Board Certification will receive a bonus of \$1,000 per year for the life of the ten-year certificate.

24.10 Salary Calculation Information:

In 2022-2023, all Professional Educators will receive a 6% increase over their 2021-2022 salary.

In 2023-2024, all Professional Educators will receive a 6% increase over their 2022-23 salary

Increases for 2024-2025 and 2025-2026 will be negotiated by the Union and the Board during the 2023-2024 school year. Anyone eligible for the Retirement Incentive should refer to Article 30 of the Collective Bargaining Agreement.

24.11 Psychologists, Social Workers, and Speech Pathologists

Psychologists, Social Workers, and Speech Pathologists can apply for preapproval before starting a process to obtain any National Board type certification. A review committee will be formed in joint agreement with the Administration and the Union. Upon the committee approving that the certification is found to directly relate to student learning, the professional educator will earn a bonus of \$1,000 per year for the duration of their certification. Employees will need to provide proof to the district by September 1st each qualifying year verifying the certification remains valid.

24.12 Compensation for Additional Work during the School Year

If a professional educator intends to get compensated for additional work outside of the workday, then he/she must receive pre-approval from his/her administrator. Below are situations that will determine how a professional educator is paid.



- Meeting not covered under Article 18.1 -- \$38/hour
- Homebound instruction outside of the workday -- \$42/hour
- Activity outside of the workday in which a degree is required -- \$38/hour
- Activity outside of the workday in which a degree is not required -- \$20/hour

Medical Need/Support Services: When a K-6 student is placed on Homebound Services, the student's homeroom Professional Educator will be given consideration in filling the assignment. In the event the Professional Educator does not accept the assignment, the building administrator will offer the assignment to other instructional staff members in the building. This assignment is for up to 5 hours per week. For junior high school and high school, the student's content area Professional Educator will be offered 1 hour per week to provide homebound services. In the event they do not accept the assignment, the building administrator will open the offer to other instructional staff members in the building. The hourly rate or pay will be \$42.

24.13 Compensation for Additional Work Outside of the School Year

Professional Educators who work outside of the school year (except for teaching summer school) will be paid \$115 per day. In order for the Professional Educator to get compensated the \$115/day, then he/she must work at least four (4) consecutive hours during that day. A Professional Educator cannot "bundle" or "carry over" working hours over multiple days in order to reach four hours. Examples of additional work outside of the school year may include, but are not limited to curriculum planning, language or committee work, or training.

All Professional Educators must fill out all appropriate request forms and receive pre-approval from their administrator and/or central office in order to receive compensation for additional work.

24.14 Compensation for Abnormal Scheduling

A Professional Educator who has an "overload" schedule (no planning period) will be compensated \$4,000/semester.

Professional Educators, at any level, will not be compensated for teaching additional content preps.

24.15 Stipends for Mandated Service Shortages

In the event of a severe shortage and the district making an earnest effort to recruit, hire, and/or retain for federally mandated EL and/or IDEA services, additional stipends may be paid to compensate Professional Educators at fair market value based on the years of experience and qualifications of the employee. Fair market value will be determined by comparable salaries paid in the IKAN region. The stipend will be determined at the start of the school year or at the time of hire and will be a fixed value. The Union and the Superintendent will meet annually to determine which positions qualify for stipends.

24.16 Per Diem Work for Guidance Counselors



Guidance Counselors for Kankakee High School and Kankakee Junior High School will have the opportunity to work 15 additional days. Guidance Counselors can work five days beginning the first day after the end of the school year and 10 days before the first day of the school year. Per diem work may be mandatory if assigned tasks are not completed. The Union and the building Administration will meet to agree upon the assigned tasks.

Guidance Counseling for programs outside of the contractual school day will be posted according to student needs.

24.17 Implementation Incentive

The Union and the District agree it is a priority to implement, support, and promote District goals. Based upon the annual budget, the District will designate funds for the purpose of acknowledging groups of Professional Educators for reaching and/or exceeding goals. The District Leadership Team will be responsible for establishing the goals, cohorts of Professional Educators, and monitoring the progress.



Article 25

Insurance and Tax-Sheltered Annuity

25.1 Eligibility:

The Board agrees that a hospitalization, surgical, and major medical insurance program for teachers who work thirty hours or more per week and their spouses and/or dependents shall be provided by the District. Coverage for newly-employed professional educators will begin upon their first day of active employment as outlined in their teaching contract.

25.2 Premium Contributions:

The Board agrees to pay 94% of single coverage premiums, 79% of employee plus spouse or employee plus child(ren) premiums, and 74% of family coverage premiums. However, if the insurance cost increase exceeds 13% of the prior year's cost, the Board and the employee will split 50/50 any premium increase over 13%.

However, if for some reason the insurance carrier does not offer a HMO, all 2012-2013 employees forced to move from HMO to a PPO plan will not pay the higher rates put into effect for 2013-2014. The amount of the deductible will be determined by the Board of Education after consideration of the recommendation from the Insurance Committee. The Insurance Committee will meet and make recommendations for consideration by the Board of Education and the Union.

25.3 Term Life Policy:

The Board shall provide a \$50,000 term-life insurance policy for the individual Professional Educators.

25.4 Tax-sheltered Annuity:

The tax-sheltered annuity program shall be made available for purchase to all Professional Educators. Participation in the annuity program is entirely voluntary. The Board reserves the right to limit the number of participating companies to eight.

25.5 Flexible Spending Account:

The Board agrees to provide a flexible spending account program to provide a means for employees to set aside tax-free dollars which shall be used for such purposes as the parties agree.

25.6 National Health Care:

In the event that a National Health Care program becomes law and is effective during the term of this contract, the parties shall negotiate the impact of such a program on the insurance provision of this Agreement.



Article 26

Immunization Shots

26.1 Shots Available to all Professional Educators:

The School District will make available to all Professional Educators, without cost to the Professional Educator, annual immunization shots against influenza.

26.2 Voluntary Participation:

Participation in this program is entirely voluntary.

26.3 Notification of Professional Educators:

The KFT shall assume the responsibility for notifying the Professional Educators of the arrangements made by the administration for participation in this program.

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Article 27
Extra-Curricular Pay Schedule

Additional or “extra pay” is granted to compensate the Professional Educator who has an extra work assignment as per the Extra-Curricular Pay Schedule for work beyond the regular school day or school year. It is understood by the Union, and by the Board, that as much time as needed in performing these activities shall be spent in time not included during the regular school day. The “extra pay” is full compensation for said extra duty or extra time. The selection, assignment, and transfer of an extra-curricular coach, sponsor, or advisor is at the sole discretion of the Administration and Board.

For schedule see Addendum B.

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Article 28

Leaves

28.1 Sick Leave:

All full-time Professional Educators shall be entitled to sick leave in the amount of 12 days at full pay each school year. If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall accumulate to a maximum allowed by TRS at full pay.

Professional Educators having no sick leave absences other than for funerals in the immediate family and no dock days during a school year shall be awarded \$300 at the end of that school year. Professional Educators having one sick day absence other than for funerals in the immediate family and no dock days shall be awarded \$150 at the end of that school year.

The Board of Education will consider upon the Superintendent's, or his/her designee's, recommendation, the extension of sick leave for staff members whose circumstances warrant special consideration. The Board shall be petitioned through the Union and/or the principal and the Superintendent or his/her designee. The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of three days for personal illness, when a pattern of absence is observed, or as it may deem necessary in other cases.

Sick Leave shall be granted for

- A. Personal illness
- B. Quarantine at home
- C. Serious illness or death in the immediate family or household (immediate family or household means father, mother, husband, wife, civil union partner, child, brother, sister, domestic partner, stepparent, or parents-in-law)
- D. Absence for death of members of the family, such as aunts, uncles, grandparents, nieces, nephews, and first cousins
- E. Death of in-laws (brothers, sisters, grandparents): limit to three days
- F. Birth, adoption, or placement for adoption.

Absence for funerals of persons other than those included in the Sick Leave Provisions may be approved in advance for one day per year by the Assistant Superintendent of Human Resources or designee. In such cases, the request must be filed through the appropriate supervisor's office and must include appropriate documentation within one business day. This day is non-cumulative.



28.2 Sick Leave Bank:

- A. Any full-time Professional Educator shall be eligible to participate, voluntarily, in a "Sick Leave Bank." Professional Educators who desire to participate in the Sick Leave Bank shall submit written notice of intent to participate on a provided form. Said notice shall be given to the Sick Leave Bank Committee, who will administer the provisions of the Sick Leave Bank, prior to October 1 of each year. Any Professional Educator on extended sick leave during the annual enrollment period is ineligible to join the Sick Leave Bank.
- B. Each participating Professional Educator must contribute a minimum of three days upon initial enrollment. Additionally, in case of depletion of the Sick Leave Bank below the 65% level (i.e., computed from the total enrollment in the Bank multiplied by three days) during the school year, an automatic deduction of one day shall be made from participants in the Bank with prior consent of the Sick Leave Bank Committee. No Professional Educator who has submitted a notice of intent to retire will have a sick day automatically deducted.
- C. A participant may cancel membership by so indicating in writing directed to the attention of the chairperson of the Sick Leave Bank Committee. Cancellation of membership, regardless of reason, shall mean forfeiture of any claim to contributed days and benefits of membership.
- D. Authorized withdrawals by participating Professional Educators from Sick Leave Bank shall be made only upon approval of the majority of members of the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be made up of four members of the Union Executive Board, a Union-designated committee chairperson, and an Administrator. The decisions of the Committee shall be final and are not subject to the grievance and arbitration procedures set forth in Article 24 of the Agreement.
- E. A participating Professional Educator may not apply for withdrawal from the Sick Leave Bank until five days after the Professional Educator has depleted his/her accumulated sick leave. Each withdrawal shall be no more than 20 school days. A Professional Educator may apply for additional withdrawals, if necessary, upon depletion of the initial withdrawal, up to the maximum withdrawal. Under no circumstances shall withdrawals from the Sick Leave Bank be used to extend a participant's sick leave beyond the school year in which the leave first commenced. A Professional Educator may not apply for future Sick Leave Bank withdrawals until he/she has completed one year of active teaching service after use of the Bank. The maximum withdrawal for any Professional Educator, throughout his/her career at the District, shall be 60 days. No more than two Professional Educators may withdraw from the Sick Leave Bank at any one time.



- F. The Sick Leave Bank is available to Professional Educators who have exhausted all of their accumulated sick leave and suffer from a personal illness, disability, or hospitalization of a “catastrophic” nature. Catastrophic refers to life-threatening, extraordinary, or chronically debilitating medical conditions and is not intended to include commonplace or ordinary medical conditions. Examples of catastrophic medical conditions include certain cancers and pregnancy/child-birth complications that are hazardous to the life of the mother and/or unborn child. In contrast, the flu, a broken leg, and routine pregnancies are not considered catastrophic medical conditions. Generally, catastrophic medical conditions must be considered both long-term in nature and require long-term recuperation periods. A physician’s statement certifying that the medical condition is life-threatening, extraordinary, or chronically debilitating must be submitted with the professional educator’s request to access the Sick Leave Bank.
- G. The Sick Leave Bank Committee shall compile a roster of participating Professional Educators and shall submit its information to the administration no later than October 15. The committee shall also report the specifics of any withdrawals to Human Resources as days are withdrawn and awarded to a participating Professional Educator.
- H. Any Professional Educator who is receiving disability benefits from the Teachers’ Retirement System or who is absent for illness or injury due to a work-related accident (*which is compensable under the Illinois Workers’ Compensation Act*) may not avail himself/herself of any benefits of the Bank. Professional Educators who are on Board-approved leaves of absence, except for a temporary disability leave, shall be ineligible to withdraw days from the Sick Leave Bank.
- I. Professional Educators retiring from District 111 cannot retrieve unused days of the Sick Leave Bank that they have contributed during their years of participation in the Bank. However, any Professional Educator who is participating in the Sick Leave Bank as of June 30, 2011, may withdraw from the bank upon retirement the number of days that he/she contributed to the Bank as of June 30, 2012.

28.3 Personal Leave:

Professional Educators may use three days per year for personal business. These days are accumulative as sick days but are not intended to be vacation days. Examples of personal leave may include but are not limited to

- A. Closing a home mortgage
- B. Attorney appointments, tax audits, or court hearings that cannot be set except during school hours

- C. An emergency or business over which the Professional Educator has not control and requires his/her immediate attention.

It will not be necessary to state the nature of business necessitating the absence. Professional Educators must notify the principal in advance ordinarily one week. However, in emergencies, at least 24 hours advance notice should be given. A personal day will not be denied unless the total number of Professional Educators requesting absence on a given day will interfere with the operation of the school program. By the last day of student attendance of the previous school year, the Professional Educator will be notified of blackout dates in which Personal Leave cannot be requested. Denial of a personal day request may be appealed to the Superintendent or Designee.

28.4 Maternity/Paternity Leave:

Kankakee District No. 111 will follow the FMLA guidelines in regard to Maternity/Paternity Leave.

28.5 Prearranged Sabbatical, Parental, Military, or Sick Leave:

Professional Educators returning from a prearranged sabbatical, maternity, military, or sick leave shall be assigned to the first vacant position for which the individual qualifies. If the leave request is approved pursuant to the District's FMLA policy, the Professional Educator/District will continue to pay the contractually agreed upon monthly insurance premium. If the leave request is not approved pursuant to the District's FMLA policy or the leave has exhausted the FMLA leave entitlement, the Professional Educator will pay 100% of the monthly insurance premium and any associated COBRA fees.

28.6 Leave of Absence:

Upon submission of appropriate medical documentation establishing the need for such leave, the Board may grant a medical leave of absence without pay for one year. The Board may require that the leave be taken until the end of a semester or school year. If an employee is medically unable to return to work after the approved leave of absence, the employee may request and the Board may grant, entirely at its discretion, additional leave. The Board may require an employee to obtain a second or third opinion from the District's physician at the District's expense for an extension to the leave and/or repeat requests. Continued contractual service shall not be affected. Upon completion of the leave, the Professional Educator shall be assigned to the first vacant position for which he/she qualifies. If the leave request is approved pursuant to the District's FMLA policy, the professional educator / District will continue to pay the contractually agreed upon monthly insurance premium. If the leave request is not approved pursuant to the District's FMLA policy or the leave has exhausted the FMLA leave entitlement, the professional educator will pay 100% of the monthly insurance premium and any associated COBRA fees.

28.7 Jury Duty:

Professional Educators who are required to serve on jury duty during the school year shall receive full salary during the period of such service and shall reimburse the District for all compensation received from the court other than expenses.

A handwritten signature in blue ink, consisting of a stylized 'P' followed by a series of loops and a final vertical stroke.

Article 29

Sabbatical Leaves

29.1 Application for Sabbatical Leave:

- A. Requests will be made by April 1 for the following September, and by November 1 for the second semester. Forms shall request information regarding purpose, specific plans, and programs to be pursued.
- B. Applications shall be received and considered by the Assistant Superintendent for Human Resources.
- C. Not more than 2% of the qualified employees may be granted sabbatical leave in any one year, subject to satisfactory filling of positions.

29.2 Approval of Leave:

- A. A committee composed of five Union Professional Educators, three of whom shall be elementary Professional Educators, one junior high school Professional Educator, and one senior high school Professional Educator, the Assistant Superintendent for Human Resources, and one principal shall screen applicants on the basis of the following points:
 - 1. Relative merits of reasons for desiring the leave. In the event of numerous applications of the same relative merit, seniority in the system shall apply.
 - 2. Previous leave of the employee
 - 3. Seniority.
 - 4. Departmental representation.
- B. The committee will present its recommendations concerning priority to the Superintendent.
- C. Approval for granting of leaves shall be made by the Board of Education on the recommendation of the Superintendent.

29.3 Length of Leave:

One leave of absence may be granted for not less than one semester nor to exceed two semesters for any member of the faculty after each six or more consecutive years of service in Kankakee School District No. 111.

29.4 Conditions to be Met:



- A. The grantee agrees to return to Kankakee School District No. 111 for one year of professional service immediately following the leave.
- B. Evidence of compliance with the purpose for which the leave was granted is to be presented to the Assistant Superintendent for Human Resources upon completion of the leave.

A minimum of eight semesters hours of approved accredited work on campus each semester will be required. Summer sessions will not count.

29.5 Change of Plans:

Any change of plans from that contained in the original application must be approved by the Superintendent and the Board of Education. Should it become impossible to utilize the leave for the purpose for which it was granted because of serious illness or some other unforeseen contingency, notice must be given to the Superintendent. The Superintendent will then reassign the staff member.

29.6 Financial:

- A. The recipient of sabbatical leave shall receive full compensation for one semester at the salary step he/she has attained at the time the leave begins, or the minimum compensation as provided in the School Code of Illinois for a Professional Educator in regular service, whichever is greater.
- B. The recipient of a sabbatical leave shall receive one-half compensation for two semesters at the salary step he/she has attained at the time the leave begins, or the minimum compensation as provided in the School Code of Illinois for a Professional Educator in regular service, whichever is greater.
- C. The salary increment shall be allowed during sabbatical leave.
- D. The compensation prescribed will be paid in the same manner and at the same time as salaries are paid to other members of the staff.
- E. A Professional Educator on sabbatical leave will retain his/her status as a member of the Teachers' Retirement Fund according to the regulations of the State Retirement System.
- F. The Professional Educator shall execute and deliver a promissory note in the amount of the projected salary covering the period of the leave, which shall be held for the benefit of the District in accordance with the terms and conditions of the following Escrow Agreement.

Escrow Agreement

The undersigned _____, a Professional Educator employed by the Board of Education of the Kankakee School District No. 111, hereinafter referred to as the "Professional Educator," has simultaneously with the execution of the Agreement executed and delivered to the undersigned _____, Assistant Superintendent of Human Resources of the Kankakee School District No. 111, hereinafter referred to as the "Escrowee," the note of said Professional Educator in the amount of \$_____ payable on demand, to be by said Escrowee held until the end of the school year following the end of the sabbatical leave which will be granted the Professional Educator, commencing the _____ day of _____, 20__ and ending the _____ day of _____, 20__.

In the event the Professional Educator returns from such sabbatical leave to active employment in the Kankakee School District No. 111 and remains so employed to the end of the first school year thereafter, said note shall be cancelled by the Escrowee and returned to the Professional Educator, his/her heirs, personal representatives or assigns; but, in the event the Professional Educator, while physically and mentally able to perform assigned duties for this District, does not return to such employment, or, having returned, resigns therefrom the Escrowee shall deliver said note to the then Treasurer of the Kankakee School District No. 111, who shall enforce the same in accordance with and to the extent directed by the ten Board of Education of the Kankakee School District No. 111, which in no event shall direct the collection of a greater portion of said note than the unfilled time of employment bears to the total amount thereof.

In witness thereof, the parties hereto have caused these presents to be executed, this _____ day of _____, 20__.

Professional Educator

Escrowee



Article 30

Retirement Incentive

30.1 Eligibility:

In order for a Professional Educator to be eligible for the retirement incentive, he/she must meet qualification 1 **and** either 2, 3, or 4.

9. Has ten years of creditable service as a Professional Educator in Kankakee School District No. 111 at the time of retirement.

AND

10. Is 60-years old at the time of retirement.

OR

11. Has completed 35 years of creditable service as a Professional Educator during the school year immediately preceding retirement.

OR

12. Is 55-years old **AND** has at least 20 years creditable service as a Professional Educator at the time of retirement.

Professional Educators must submit by May 15 an irrevocable letter to the Superintendent or his/her designee for retirement purposes as a one-year notice before his/her date to retire.

30.2 Benefits:

Professional Educators must submit an irrevocable retirement letter to the Superintendent or his/her designee by May 15 of the school year prior to retirement. The Professional Educator must also schedule a meeting with the Assistant Superintendent of Human Resources by May 15 of the school year prior to retirement and provide documentation from TRS showing years of credible services as a Professional Educator.

A Professional Educator who qualifies for the retirement incentive will receive a 6% increase during his or her final year of employment. The Professional Educator will then receive a \$5,000 check during his/her first month of retirement (July).

30.3 Conditions

If, during the term of this contract, any law is enacted that results in a greater cost to the District for a teacher to retire (including costs imposed by a legislatively-enacted early retirement

program) than the cost in effect as of the date this contract is entered into, the parties may, at either's written request served on the other within thirty (30) calendar days of the effective date of such legislation, re-negotiate a retirement incentive. The Board will not be obligated to pay amounts in excess of those provided in this Article, unless otherwise agreed.



Article 31

Part-Time Professional Educators

31.1 Defined:

Part-time Professional Educators shall be defined as contracted licensed personnel who are employed less than seven hours and thirty-five minutes per day.

31.2 Salary:

Part-time Professional Educators will be paid in direct proportion to the normal seven hours and thirty-five minutes day. Pay will be based on the pupil contact periods relative to the total periods in the school to which they are assigned.

31.3 Length of Day:

The number of minutes a part-time Professional Educator will work will be determined by the following formula:

$$\frac{7 \text{ hours } 35 \text{ minutes} \times \# \text{ of Pupil Contact Period}}{\text{Number of Periods in School Day}} = \text{Assigned Time}$$

The length of preparation and conference period is included in the assigned time as derived by the above formula. Where the assigned time is four or more hours, a duty-free lunch period will be provided.

31.4 Benefits:

Other benefits for part-time Professional Educators will be on the same basis as in Section 2, above, except for the health insurance plan. In the case of health insurance benefits, if a part-time Professional Educator works the minimum required weekly hours per the school district's fully insured health insurance contract (currently thirty hours per week), then he/she may elect to take medical benefits and will be required to pay his/her proportionate share. The proportionate share shall be the class load of the part-time Professional Educator compared to the load of a full-time Professional Educator.

Article 32
No Abdication of Board's Legal Responsibilities:

The Agreement shall in no way be interpreted so as to deprive the Board of its responsibility under law to make such decisions that are necessary for the proper operation of the school system.

Article 33
Resolution of Differences by Peaceful Means

During the term of this Agreement, the Union agrees that it shall not participate in, induce, or in any other way encourage strikes, sanctions, or slowdowns which would interfere with, impede, or impair the normal operations of any school or schools of the District. Differences shall be settled by the peaceful means provided for in this Agreement.



Article 34

Professional Issues

34.1 Educational Research and Dissemination Program (ER & D):

The national American Federation of Teachers has developed an Educational Research and Dissemination Program (ER & D). It is agreed that ER & D courses offered by the Union and approved by the administration shall be applicable for internal advancement on the salary schedule. Professional Educators earning such credit must satisfactorily complete the courses. These credits cannot be sued for obtaining a Master's Degree, but may be applied to horizontal movement beyond a Bachelor's Degree (i.e. toward a B.A. + 15) and beyond a Master's Degree (toward a M.A. + 15).

There shall be a limit of 15 credit hours of ER & D coursework, calculated at the rate of 15 clock hours for every credit hour earned, that a Professional Educator can use for a salary schedule advancement. Professional Educators who successfully complete ER & D courses shall be given a "Certificate of Completion" by the instructor.

34.2 A New Initiative – Negotiation Year 1990:

The Union and the Board will develop a procedure that will enable six or more Professional Educators to submit and implement a proposal for educational initiatives.

For purposes of guidance, the proposal should essentially demonstrate the following:

- There will be no adverse impact on other Professional Educators and students in the home school or district;
- A commitment that the initiative will be consistent with the Board's and Union's legal obligations and especially those obligations regarding civil rights guarantees;
- A plan for participative management and governance and professional review;
- How the initiative will be organized to account for the fact that all students should have access to higher-order knowledge and be held to high standards, yet children learn at different rates and in different ways and should not be humiliated or penalized for their efforts at learning; and how an emphasis on both the individualized and group learning for students and teams of Professional Educators working together will be employed instead of conventional "tracking" and a "one best method" approach to learning; including how and in what ways parents can become involved in the learning process;
- How students will be workers and not passive recipients of information and how the curriculum will reflect this and the above principles, as well as the multiple



instructional and technological strategies - - audio and videotapes, art, music, dance, drama, lecture, computers, etc. - - may be used to achieve these goals;

- How what the best of what is known about learning and teaching will be applied, but also how the initiative will be structured in a collegial way to inquire into that which is unknown or only weakly understood in terms of reaching the students in that school;
- A plan and method of evaluation setting high standards for what students should know and be able to do and how they might be asked to demonstrate mastery in ways that are superior to conventional standardized testing.

The conditions for implementing the proposal will include, at a minimum, the following:

- The Union and District No. 111 School Board approval of any initiatives;
- Union and Board agreement with respect to the waiver or suspension of any provision of their collective bargaining agreement which would hinder or prevent the initiative;
- If the proposal involved an entire existing school there should be consensus among faculty, principal, and parents involved;
- Voluntary participation on the part of Professional Educators, parents, and students;
- This provision, although included in the contract, is not subject to the grievance and arbitration procedures.

34.3 Professional Issues

The Kankakee School District 111 and KFT Union believe it is important to maintain a professional growth system which enhances student learning and supports educator practice. As part of this commitment, we believe in developing a district-wide vision of professional learning that includes the design, implementation, and monitoring of ongoing, high-quality professional learning for all staff based on student needs and district goals.

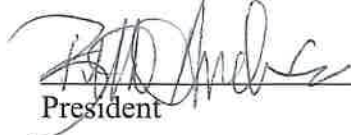
Micro-credentialing through a KSD Professional Academy pilot will be developed for the 2018-19 school year. Funding for compensation will be announced by the first day of the school year.



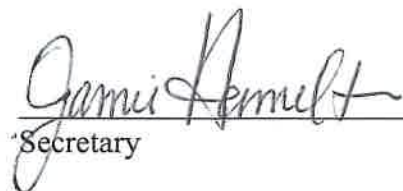
Signature Page

This Agreement made and entered into the 9 day of May 2022

Kankakee Council of AFT Local 604



President



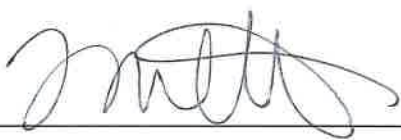
Secretary

Board of Education

Kankakee School District No. 111



President



Secretary



ADDENDUM B
TRS Contribution Schedule and
Salary Schedule

- A. The Board agrees to contribute on behalf of each Professional Educator to the TRS 1.098901% of each professional educator's salary based on the appropriate salary schedule, which amount includes both the member and Board retirement contributions. Should the amount required to be contributed to TRS by the Professional Educator be greater than 9%, the Professional Educator shall pay any amount over 9%. The Board will continue to pay the required Board contribution on behalf of each Professional Educator.
- B. The Board and the Union recognize and agree that the above-entitled "Salary Schedule and I.T.R.S. Contribution Schedule" represents the total compensation for each Professional Educator including salaries paid to the Professional Educator by the Board and contributions paid by the Board to the I.T.R.S.

The Board and the Union recognize that neither can, or does, guarantee or assure any eligible Professional Educator that contributions paid by the Board to the TRS in whole or in part are, or will be considered to be, excludable from the gross income of the individual Professional Educator for federal income tax purposes.

ADDENDUM B

2022-23 Starting Salary Schedule

The starting salary schedule is used for Professional Educators/Instructors
new to Kankakee School District.



2023-24 Starting Salary Schedule

The starting salary schedule is used for Professional Educators/Instructors
new to Kankakee School District.

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ADDENDUM C

Letters of Understanding

a. Letter of Understanding Pursuant to Article XVI, Section 3

This confirms, pursuant to Article XVI, Section 3, that Special Education, Montessori, and Bilingual Professional Educators have the right to apply for vacancies posted within the District. The Administration must consider these applications. The Administration has the obligation and responsibility to assess and determine whether the position to be vacated (*i.e.*, the Special Education, Montessori, and Bilingual position) can be filled with an equally qualified candidate.

b. Professional Educator Directed Time

The Professional Educator Directed Time can be increased to 80 minutes and the District/Administrator Directed Time can be reduced to 375 minutes for K-6 provided SLTs can construct a master schedule that does not require additional staff to achieve the change in minutes

c. School Psychologists and Social Workers

This confirms that each School Psychologist employed by the District during the 2001-02 school year will be afforded an opportunity to work at least 20 additional days per school year. If Social Workers work additional days, they shall be paid on a per diem basis.

d. Step 16* and **** Professional Educators**

This confirms that Teachers on Lane M.A. or M.A. +16, Step 16*** or Step**** during the 2001-2002 school year will be paid a \$500.00 stipend during the 2009-2010, 2010-2011, and 2011-2012 school years to be distributed equally per pay period.

e. Retiree Health Insurance

For any teacher who retires from the District at the end of the 2006-2007 school year and is not eligible for the early retirement option under the TRS system, the District will pay fifty percent (50%) of the single health insurance premiums in the TRS health insurance program until the teachers reaches age sixty-five (65) or becomes eligible for Medicare, whichever comes first.

If, during the term of this contract, any law is enacted that results in a greater cost to the District for a teacher to retire (including costs imposed by a legislatively enacted early retirement program) than the cost in effect a of the date this contract is entered into, the parties may, at either's written request served on the other within thirty (30) calendar days of the effective date

of such legislation, re-negotiate a retirement incentive. The Board will not be obligated to pay amounts in excess of those provided in this Article, unless otherwise agreed.

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