

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



2009 – 2012



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Kankakee Council of AFT

Local No. 604

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Mary Sais Vice-President
Lisa Brown Treasurer
Sandra Schario Secretary
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Board of Education

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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, 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 25th day of January 2010, and shall terminate at Midnight of the day immediately preceding the first teaching day of the 2012-2013 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 March 1, 2012 and no later than May 1, 2012 or any year thereafter, that it desires to modify, change, amend, or terminate this Agreement. 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 teachers, 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 teachers 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 teacher 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

Section 1: The Board recognizes the Union as the sole and exclusive bargaining representative for all classroom teachers, social workers, psychologists, guidance counselors, librarians, teachers on leave, coaches, special classroom 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 “teacher” or “teachers”). 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 department chairpersons 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.

Section 2: Neither the Board nor the Union shall take any action in violation of, or inconsistent with any provision of this Agreement.

Section 3: The Board shall make available upon request to the Union any nonconfidential 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.

Section 4: 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.

Section 5: 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.

Section 6: The Union shall be given a place on the agenda of the building teachers’ meetings for brief reports and announcements.

Section 7: The Union shall be furnished a 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 a Board packet (exclusive of confidential information) prior to each Board meeting.

Section 8: 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 once 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.

Section 9: 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.

Section 10: Union officers may use the faculty bulletin boards for posting of notices, bulletins, and other information. Use of the bulletin boards shall be coordinated with the administration.

Section 11: Union officers may use the communications facilities of the school district for conducting regular Union business. This includes toll free 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.

Section 12: 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.

Section 13: Whenever the Board and/or administration is considering any general policy which would directly affect teachers, their wages, total hours of employment and terms and conditions of employment as well as the impact thereon, the Superintendent 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 teacher 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, Local 886, or any other professional organization.

Article 4 Collective Bargaining Meetings

All collective bargaining meetings shall be held after regular school hours.

Article 5 School Year

Section 1: The regular school year for teacher employment shall be a 185-day calendar as required by school law. 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.

Section 2: The first day with students will be a half day for students and a full day for teachers.

Section 3: The school calendar for any year shall be discussed by the Union and the Superintendent before being presented to the Board. The Union recognizes the Board's responsibility pursuant to Section 10-19 of the Illinois School Code.

Article 6 School Day

Section 1: The school day for full time certificated teachers shall be seven hours and thirty-five minutes. At grades pre-K-8 this seven hours and 35 minute day shall include at least 15 minutes before the first class begins and at least 15 minutes after the last class ends. The arrival and departure time of the teacher shall be set by the building principal. The time classes commence shall be determined by the building principal who must inform his/her staff no later than seven calendar days prior to the opening date of school.

- A. Every Pre K-6 teacher shall have one 30-minute planning, conference, or record keeping period within the pupil contact hours of each day.
- B. Junior High teachers: The teaching day shall be a consecutive 7 hour and 35 minute day, including a 30-minute lunch period. No teachers shall be assigned more than six class periods or study hall and class period combination that amounts to more than six pupil contact periods. Each teacher shall be granted one planning and conference period equal in time to one class period.
- C. High School teachers (includes all personnel assigned to the school): The teaching day shall be a consecutive 7 hour and 35 minute day, including a 30-minute lunch period. This 7 hours and 35 minutes may include up to 15 minutes before the first class begins and/or up to 15 minutes after the class ends. No teachers shall be assigned more than five class periods and a homeroom period or study hall and class period combination that amounts to more than five. Each teacher shall be granted one planning and conference period equal in time to one class period.
- D. Teachers 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 certified 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 their preparation period.
- E. No teacher shall be regularly assigned extra-curricular work beyond these hours without appropriate compensation.
- F. The supervision of pupils is the responsibility of the total staff. The principal and teachers will work cooperatively to effect supervisory schedules to assure the health and safety of pupils.

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

Section 2: Traveling teachers shall be assigned to one school for administrative purposes.

Article 7 Union Meetings

Section 1: 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 those 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.

The administrative staff shall schedule no activities involving teachers on the evenings of the fourth Friday of October when the Union will have its annual New and Retiring Teachers' Dinner.

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

Section 1: Teachers shall continue to participate in the book selection practice of the school system.

Section 2: Teachers 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 teachers 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 teacher will present the majority opinion to the board.

Section 3: Department Chairpersons and teachers shall receive notice when a curriculum committee is to be established in their area of study. Teachers shall be afforded ample opportunities to submit recommendations to the committee. Proposed revisions in the curriculum shall be made available to the teachers through the committee or their school representatives serving on the committee. Major curriculum changes shall then be made only after active involvement by the teachers affected. Time shall be taken to note objections and the objections shall receive full consideration before a decision is finalized.

Section 4: All funds budgeted for supplementary and audio-visual materials shall be allotted to every building on a per-pupil ratio. It shall then be the responsibility of the principal to involve the teaching staff within his/her building in determining the specific materials to be purchased for the building.

Section 5: Teachers should be involved in planning the academic programs. In the event that a majority of teachers in a given building oppose a curriculum change that affects the entire teaching staff or department, a committee of teachers from that building or department may present their objections to the Assistant Superintendent for Instructional Programs in writing prior to Board action. The Assistant Superintendent for Instructional Programs will so inform the Board of the objection of these teachers. The principal's reaction to the objections will accompany the teachers' objections. In the event that teachers have been given the opportunity to participate in said planning and do not participate, these teachers should not be in a position to present an objection.

Article 9 Department Chairpersons/Team Leaders

Section 1: Department Chairpersons will be appointed by the administration. The administration will consider the recommendation of the Department.

Section 2: Junior High/Middle School Team Leaders will be appointed by the administration. The administration will consider the recommendation of the Team.

Article 10 Recruitment of Teachers

Section 1: The recruitment of teachers for membership in any teachers' organization shall be the responsibility of teachers. Administration shall not participate in this recruitment.

Section 2: 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 Article II, Section 8 of this Agreement.

Section 3: On the first day of new teacher orientation the Union representatives shall have a place on the agenda.

Article 11 Student Discipline

Section 1: The adjustment of behavioral problems is the mutual responsibility of teacher, building administrators, central administrators, and School Board. Teachers shall have 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.

Section 2: A discipline policy dealing specifically with elementary, junior high and senior high school students, as developed, reviewed and updated by the parent-teacher advisory committee and approved by the Board of Education, shall be enforced by the Administration. Each teacher 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.

Section 3: In matters dealing with discipline, the teacher's primary responsibility is classroom discipline while school is in session. In a situation where the health or safety of the teacher could be in danger, it is recognized that teachers are not expected to stand in the role of police. It is further recognized that teachers have a role in establishing and maintaining school-wide discipline.

Teachers 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.

Article 12 Seniority

Section 1: System-wide seniority shall be the length of service as an actual full-time teacher in the system.

Section 2: 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.

Section 3: The Superintendent shall make available to any teacher the system-wide seniority as it may affect the resolution of any specific problem.

Section 4: Under no circumstances shall any teacher transferring into District No. 111 be placed higher on the seniority lists than teachers already in District No. 111.

Section 5: Whenever a teacher transfers to an administrative position, the person will continue to maintain seniority.

Section 6: Part-time teachers will have seniority relative only to other part-time teachers.

Section 7: Principals will assign the blocks of rooms for grade level, teams, or subject areas. After this assignment has been determined, teachers will have priority in choice of available rooms based on district seniority, except in instances of teacher accommodation as may be required by the Americans with Disabilities Act or similar laws, or student IEP accommodation.

Section 8: Where length of service as an actual classroom teacher in the district is equal, the date of hiring by Board action shall be the determining factor. The order of presentation to the Board will be determined by the date and time the final contract is received by the Human Resources Office.

Article 13
Reductions of Tenured Teachers

When, in the sole and exclusive opinion of the Board of Education, decline in enrollment, reduction of program(s) or any other reason requires a reduction in staff among tenured teachers, and given the necessity to hire and/or maintain the competent and qualified staff available and in the interests of perpetuating the highest quality education program possible, the administration and the Board shall make its decision as to resulting contract renewals pursuant to the following procedure:

I. Grade levels 7-12:

- A. The Board and administration shall determine the teaching positions to be eliminated or reduced.
- B. Tenured teachers to be honorably dismissed will be considered by department, combining identical departments at various schools.
- C. Within the combined departments, tenured teachers will be honorably dismissed in reverse order of district seniority.

II. Grades Pre K-6:

- A. The Board and administration shall determine the teaching positions to be eliminated or reduced.
- B. The tenured teacher holding the position to be eliminated shall have the right to displace a teacher with less district seniority holding a position in Pre K-6 for which the former teacher is qualified to teach.

III. The least senior tenured teacher(s) in a department or grade level in which a position(s) is to be eliminated or reduced may displace the least senior teacher holding a position for which the senior teacher is qualified and has had academic preparation (*i.e.*, the senior teacher's major or minor in the subject areas of grade level).

IV. Teachers shall be recalled, in the order of seniority, if the Board within one (1) calendar year thereafter increases the number of teachers or reinstates the position so discontinued. The position(s) thereby becoming available shall be tendered to the teachers so removed or dismissed so far as they are legally qualified to hold such positions.

It is recognized and agreed that the above-provided provisions are intended to supplement the applicable provision of the Illinois School Code and shall not be interpreted or applied to conflict with any provision of the Illinois School Code.

Article 14 **Class Size**

Section 1: The enrollment in all kindergarten and primary classes should be limited to 25 pupils.

Section 2: The enrollment in middle school classes should be limited to 25 pupils.

Section 3: The enrollment in the junior and senior high school classes should be limited to 30 pupils. This shall in no way affect the use of team teaching and large group-small group instructions and independent study.

Section 4: The total class load of senior high school English teachers should not exceed 100 pupils, except that the total class load for English teachers in the freshman learning academy should not exceed 120 pupils. If the class size for English teachers in the freshman learning academy exceeds 108 students, then those teachers will receive two planning periods.

Section 5: Every effort should be made to maintain class size and balance and establish the above objectives.

Section 6: Due consideration will be given to limiting the number of students enrolled in laboratory classes to the available facilities in the laboratory classes.

Article 15 **Personnel Files**

Section 1: The personnel files of a teacher, excepting confidential placement agency credentials and letters of reference, shall be open to examination at that teacher's request and at the convenience of both parties. The official personnel file for each teacher shall be maintained in the District Human Resources Office.

Section 2: No anonymous letter or materials shall be placed in any teacher's file.

Section 3: No matters pertaining to the grievance procedures shall be included in any teacher'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.

Section 4: With the exception of confidential placement agency credentials and letters of reference requested by the teacher or administration, no derogatory statement about a teacher originating outside of Kankakee School District No. 111 shall be placed in the teacher's personnel file. Reports or statements by a representative of Kankakee School District No. 111 may be placed in the teacher's personnel file only if the teacher is sent a dated copy thereof at the same time. The teacher may respond and such response shall be dated and signed and attached to the filed copy.

Section 5: Newly hired teachers are required to submit personnel items, including official transcripts, results of physicals and TB test results, not later than three weeks after their date of hire or start of the school year, whichever is later. Teachers who fail to submit the required documentation may be subject to disciplinary action.

Article 16 Teacher Vacancies

Section 1: A vacancy is defined as an open position resulting from a transfer, resignation, retirement, building reorganization or death. Whenever a vacancy occurs or a new position is to be created, it shall be the responsibility of the Human Resources Office to make available such information to the entire teaching staff before the closing date for applications. This information shall be posted in all school offices in the district, in the faculty lounges and on the district website. In the event that such opportunities arise outside the school term, the Assistant Superintendent for Human Resources will maintain a file of such vacancies in his/her office. This file shall be open to all teachers for inspection. Weekly, the Human Resources Department shall send a list of teacher vacancies to the Union President and Vice President. This applies only from the week after school closes until the week that school opens. It shall be the responsibility of the teacher desiring consideration for assignment to such positions to inform the Human Resources Department of such desire for consideration in writing.

Section 2: 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 ten working days. During the summer months, vacancies shall be posted on the District's website for ten days, excluding weekends. Application for posted positions shall be made within the ten day posting period.

Section 3: Whenever a vacancy in a teaching position occurs or a new teaching position is created, the position will be filled taking into consideration the teachers' qualifications and the position's instructional requirements. If two or more teachers seeking a vacant position should be judged equal under these criteria, seniority in the district shall determine the selection. 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 teacher.

Section 4: 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 taking into consideration the teachers' qualifications and the position's instructional requirements. If two or more teachers seeking a vacant position should be judged relatively equal under these criteria, seniority as defined in Section 5 shall determine the selection.

Section 5: Teachers who have continuously worked in the above programs shall be considered to have seniority in these programs. Absences because of personal illness and attendance at a recognized college or university during the summer recess shall not affect the teacher's seniority under this Section.

Section 6: Names and addresses of all new teachers hired by the district will be mailed to the Union president by August 1 prior to the opening of school. New teachers' names and addresses who are employed after the above date will be mailed to the Union president as soon as administratively possible.

Section 7: Teachers may seek to have the Board of Education pay for the cost of training to become Montessori certified or Bilingual/ESL certified. The teacher must obtain Board approval and must abide by the terms and conditions set forth in the Training Cost Repayment and Wage Deduction Agreement.

Article 17 Teacher Transfers

Section 1: 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 teacher or teachers involved. Reasons necessitating such transfers shall be stated clearly in writing with a copy being presented to the teacher or teachers involved. If the attempt to notify the teacher involved is unsuccessful, the notification shall be made by registered mail to the teacher's last known address.

Section 2: Requests for transfer initiated by the teacher shall be made prior to the close of the spring semester with the reasons for such transfer stated clearly in writing. The teacher shall submit his/her request for transfer to the principal of his/her building. The principal shall then submit the transfer to the Assistant Superintendent for Human Resources. If administratively possible, the Assistant Superintendent for Human Resources will respond to the teacher prior to the close of the spring semester whether the requested transfer will be granted. This provision does not apply to posted vacancies as set forth in Article XVI.

Section 3: If transfers to another building are necessary due to a decrease in students or other reasons, volunteers for transfer shall be transferred first; then, if necessary, teachers in the inverse order of their seniority. However, if transfers are necessary due to the federal No Child Left Behind Act of 2001, then the Superintendent may transfer a teacher if it is in the best interests of the teacher or the school, taking into consideration the teacher's qualifications, the position's instructional requirements and the teacher's seniority in the district. The Superintendent will meet with the teacher and the Union to discuss the rationale for the transfer prior to any such transfer.

Section 4: Nothing in 1, 2, or 3, above indicates that an unqualified teacher with more seniority will be transferred to fill a position held by a qualified teacher with less seniority.

Article 18 Faculty and Department Meetings

Section 1: Faculty meetings, if scheduled, shall only be scheduled on Wednesdays, and shall not exceed one hour in duration. Faculty meetings shall be held no more than twice a month, shall include all building personnel, and shall include only articles that affect the entire staff.

The schedule of the meetings may be changed if the administration and a majority of teachers in the building agree to do so.

Section 2: Teachers 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 stated limits.

Section 3: Department meetings if scheduled shall be scheduled for Wednesday afternoon only, and shall not exceed one hour in duration. These meetings shall be held no more than twice a month, shall include all departmental personnel, and shall include only articles that affect the department. For purposes of this section, special education is considered a department, and the Director of Special Education may use this time to have a meeting of all special education personnel. The schedule of the meetings may be changed if the administration and a majority of teachers in the building agree to do so.

Section 4: In the event of an emergency situation, the principal may call a meeting to deal with this specific situation.

Article 19 Planning Periods in Elementary Schools

Section 1: Every elementary teacher shall have one 30-minute planning, conference, record-keeping period each school day. The Board shall employ teacher aides or use physical education or music for the express purpose of accomplishing this objective. The programming of planning and conference periods and utilization of teacher aides will be the primary responsibility of the principal and his/her staff.

Article 20 Substitutes

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

When faced with no substitute for a classroom, the vacancy will be filled according to the following priority order:

- A. Teachers willing to volunteer to substitute during their planning periods at the hourly rate stipulated in Addendum B of this Agreement;
- B. Teacher aides who have teaching degrees or substitute certificates;
- C. Teachers who have student teachers;
- D. Certified teachers of Title I and other non-mandated programs;
- E. Music, Art or PE teachers;

- F. Literacy/Language Arts coaches
- G. Principals or Assistant Principals

**Article 21
Working Conditions**

Section 1: Classroom interruptions are to be permitted only in case of emergency or when no other reasonable alternative is possible.

Section 2: Teachers 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, teachers 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.

Section 3: It is the intent of this section to discourage taking a teacher’s preparation period for use as a substitute. Teachers substituting at the request of the administration shall be compensated by the Board according to the following scale:

	2009-10	2010-11
6-30 minutes	15.07+ TRS	15.61+ TRS
31-60 minutes	30.12+ TRS	31.10+ TRS

Section 4: Whenever needed, assistance and guidance in classroom techniques should be provided every beginning teacher. Available resources including principals, assistant principals, and teachers should be utilized to help orientate the new teacher.

Section 5: A conscientious attempt shall be made to differentiate the staff, using certificated personnel to perform teaching duties and those who are not certificated 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 certification than classroom teachers.

Section 6: Teachers shall be permitted to leave their school during their lunch periods. The office of the school involved shall be informed of this absence in advance. Teachers shall be permitted to leave their school during their planning period for work-related reasons with the advance approval of the building principal or designee.

Section 7: Teachers returning from a prearranged sabbatical, maternity, 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.

Section 8: All schools shall provide reasonably safe physical facilities with clean classrooms, lunchrooms, kitchens, and staff restrooms.

Section 9: Assault on or by Teachers

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

Section 10: The Board shall issue identification cards to all certificated personnel and teachers who are retired from District No. 111. These identification cards shall serve as passes for teachers and retired teachers and their immediate families to all athletic events sponsored by the District and to other events designated as open to all teachers, except for post-season and tournament play. Children of teachers must be accompanied by parents. The Union shall assume the responsibility of notifying retired teachers of this courtesy extended by the Board.

Section 11: 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.

Section 12: 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.

Section 13: The Board shall make every effort to provide hard surface parking facilities for teachers near their schools. These facilities shall be used by teachers, principals, and other school personnel and will not be available for use by the general public during the teaching day.

Section 14: The collection of lunch monies at each elementary school will be determined by the total staff of the school, considering the individual teacher's desires and the least disruptive procedure of the educational environment.

Section 15: A telephone shall be placed in all faculty lounges.

Section 16: Restroom facilities in each school shall be provided exclusively for the use of the staff in the school.

Section 17: Teacher Evaluation

Bargaining unit members shall be evaluated according to the Teacher Evaluation Plan developed by the Union and the Administration. The Plan shall be jointly reviewed and revised (if necessary) at the end of the first cycle of evaluation and every two years thereafter.

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 teacher.

A written evaluation shall be provided the teacher within ten school days of the formal observation. If a teacher requests a conference with the evaluator within ten school days of receipt of the written evaluation, the evaluator shall hold a conference with the teacher within ten school days of such request unless illness prevents such conference. The teacher shall have the opportunity to provide additional data which shall become part of the written evaluation.

Each teacher being evaluated shall receive a summative evaluation report which is the final assessment for the year of the teacher's performance. No matter or situation not previously noted with the teacher will be placed in the written evaluation report. A summative conference will be held to review and discuss the summative evaluation report. The summative conference will be held no later than March 1 in the case of unsatisfactory performance, or May 15 in the case of satisfactory or better performance.

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 teacher to reschedule it at a mutually convenient time, subject to legal and contractual limitations.

The 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 teacher's personnel file until the evaluator and the teacher have discussed it.

If the teacher feels the evaluation is incomplete, inaccurate, or unjust, the teacher may attach written objections or any other materials to the evaluation form.

The bargaining agent may, if it chooses, supply a roster of at least five qualified teachers within 5 school days of receipt of a written request. The consulting teacher is to be selected from

the list provided or from the names of all teachers qualified if that number is less than five. If the exclusive bargaining agent does not submit a list of qualified consulting teachers, the District shall develop the list.

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

Section 18: The Union President will be allowed ten (10) days per year for Union activities, provided the Union pays the per diem at the substitute rate for the last five (5) days.

Section 19: Administrators, whenever possible and preferably before a formal evaluation will confer privately with individual teachers when there are concerns about classroom management or job expectations.

Section 20: All teachers are to prepare lesson plans and submit them by 9 a.m. the first day of the work week. Principals (or their designee) may examine a teacher's lesson plans but the plans are to remain the permanent property of the teacher. All teachers are to have lesson plans available for a substitute teacher when the teacher is absent from class.

Section 21: 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 their opinions on said matters prior to adoption of the final design.

Section 22: Advisory committees of teachers representing all levels shall be sought in preparing federal proposals when the proposal affects teachers.

Section 23: Any parent or guardian wishing to have a conference with a teacher should be directed to make an appointment at a mutually agreed upon time with the teacher.

Section 24: If teacher moves are mandated because of Health/Life Safety provisions of the Illinois School Code or if a teacher is involuntarily transferred, the certified staff will receive the total amount of \$100 for packing and unpacking outside of the school day.

Article 22

Physical Examinations

Section 1: Any requirement by the Board for a physical examination of the teacher after the pre-employment physical shall be paid for by the Board.

Section 2: Specific reasons in writing shall be given to the teacher for requiring this physical examination.

Section 3: The selection of the examining physician shall be governed by applicable law.

Article 23
School Liability

Section 1: 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 teachers in performance of duties.

Section 2: The School District shall maintain a standard workman's compensation policy effective as to all teaching personnel. To the extent the teacher receives workman's compensation, time lost will not be charged against sick leave.

Article 24
Grievance Procedure

Section 1: Purpose

Whenever individuals work together, there will be occasions when misunderstandings, 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 teachers 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 week days, exclusive of Saturdays, Sundays and holidays.

Section 2: Procedure

A. Step One

If any teacher or group of teachers shall have a grievance, it shall first be presented to the Union President and to the immediate supervisor within twenty (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 (7) 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 parties. If the grievance has not been resolved, both parties shall so indicate on the form and it shall proceed to the central administration within ten (10) working days.

B. Step Two

A copy of the grievance with the teacher's and the supervisor's statements shall have been forwarded to the Superintendent by the grievant. Within ten (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 (7) 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 (7) 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 ten (10) school days. Within fifteen (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 twenty (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 thirty (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 25

Salaries

(Teacher Salary Schedule: See Addendum C)

Section 1: 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 Colleges 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 teacher 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.

Section 2: The salary schedule for teachers holding Doctor’s degrees shall be five hundred dollars (\$500.00) above the corresponding step of the two M.A.’s or Advanced Certificate schedule.

Section 3: Summer school teachers shall be compensated by the Board per hour of instruction as follows:

2009-10	2010-11
35.13+ TRS	36.27+ TRS

Section 4: The teachers may choose in writing by the first day of school to receive their pay in either 20 or 24 installments. Teachers who do not make this election in writing before the first day of school will receive their pay in 20 installments. 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 they will be the day prior to the weekend or bank holiday.

Section 5: Salary for days lost, for which the teacher is not to be compensated, shall be calculated on the basis of 1/180th of the teacher’s annual basic salary for each day lost.

Section 6: Special Application of the Salary Schedule

- A. Teachers who have 20 years of continuous service in the Kankakee School system shall receive two hundred dollars (\$200.00) above the regular salary schedule beginning in September of their fifth year prior to age of 65.
- B. Teachers who have 10-19 years of continuous service in the Kankakee School system shall receive from one hundred dollars (\$100.00) to one-hundred and ninety dollars (\$190.00) prorated at \$10.00 per year served, beginning in September of their fifth year prior to the age of 65.

Example:

10 years	\$100	16 years	\$160
11 years.....	\$110	17 years	\$170
12 years	\$120	18 years	\$180
13 years	\$130	19 years	\$190
14 years	\$140	20 years	\$200
15 years	\$150		

- C. Teachers shall progress to the advanced column upon completion of a second Master’s degree or an advanced Certificate.
- D. All teachers on an extended contract for nine and one-half, ten or eleven months, such as guidance counselors, librarians, building audiovisual directors, coordinators, and anyone else so employed shall be available for work as any other regularly-employed teacher in that building. During the periods of time of

the extended contract when school is not in regular session, such as before the opening date of school and after the closing of school, the hours shall be the same as their regular school hours.

Section 7: Replacement Teacher

A teacher who replaces the same regular teacher for more than 20 continuous school days shall be paid retroactively at the per diem rate of 1/180th of the first step of appropriate lane of the teacher's salary schedule. However, the teacher 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 teacher is employed that the employment will be for more than 20 continuous days, the salary for that teacher shall be paid at the per diem rate.

Section 8: Credit for Outside Experience

- A. The Kankakee School District No. 111 may allow up to ten (10) 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 (2) years of military service.
- B. No retroactive application is intended or implied.

Section 9: Teachers who achieve National Board Certification will receive a bonus of \$1,000 per year for the life of the ten year certificate.

Section 10: Prior to the start of the 2011-2012 school year, the parties agree to reopen the Agreement for negotiations limited solely to Addendum C salary schedule and Article XXVI, Section 2 health insurance for the 2011-2012 school year. All other provisions of this Agreement shall remain in full force and effect during any reopening.

Article 26
Insurance and Tax Sheltered Annuity

Section 1: 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 teachers will begin upon their first day of active employment as outlined in their teaching contract.

Section 2: For 2009-2010, the Board agrees to pay ninety-five percent (95%) of single coverage premiums; and eighty percent (80%) of family coverage premiums. For the 2010-2011 school year, the Board agrees to pay 95% of single coverage premiums and 80% of family coverage premiums, except that 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%. A five-hundred dollar deductible will be in effect for both single and family coverage from January 1, 2003 through December 31, 2003, with the amount of the deductible thereafter to 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.

Section 3: The Board shall provide a \$50,000 term life insurance policy for the individual teachers.

Section 4: A tax-sheltered annuity program shall be made available for purchase to all teachers. Participation in the annuity program is entirely voluntary. The Board reserves the right to limit the number of participating companies to eight.

Section 5: The Board agrees to the implementation of 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. The specific flexible program will be chosen by the Board after consultation and agreement with the Union. The implementation of this program will begin on or after January 1, 1991. The Board will administer this flexible program for the term of this Agreement.

Section 6: 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 27 Immunization Shots

Section 1: The School District will make available to all teachers, without cost to the teachers, annual immunization shots against influenza.

Section 2: Participation in this program is entirely voluntary.

Section 3: The KFT shall assume the responsibility for notifying the teachers of the arrangements made by the administration for participation in this program.

Article 28 Extra-Curricular Pay Schedule

Additional or "extra pay" is granted to compensate the teacher 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.

Article 29
Travel Allowance

See Addendum A.

Note: Elementary music and physical education teachers who do not travel between schools daily shall not be eligible for a travel allowance.

Article 30
Leaves

Section 1: Sick Leave

All full-time teachers shall be entitled to sick leave in the amount of 13 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 available sick leave of 350 days at full pay.

Teachers 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. Teachers having 1 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 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. 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, 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, child, brother, sister, 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): limited to three days.
- F. Birth, adoption or placement for adoption.

Section 2: Sick Leave Bank

- A. Any full-time Teacher shall be eligible to participate voluntarily in a “Sick Leave Bank.” Teachers 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 Teacher on extended sick leave during the annual enrollment period is ineligible to join the Sick Leave Bank.
- B. Each participating Teacher must contribute a minimum of three (3) 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 (3) days) during the school year, an automatic deduction of one (1) day shall be made from participants in the Bank with prior consent of the Sick Leave Bank Committee. No Teacher 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 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 Teachers 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 the four (4) 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 X of this Agreement.
- E. A participating Teacher may not apply for withdrawal from the Sick Leave Bank until the Teacher has, in fact, depleted his/her accumulated sick leave. Each withdrawal shall be no more than twenty (20) school days. A Teacher may apply for additional withdrawals if necessary upon depletion of the initial 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 Teacher may not apply for future Sick Leave Bank withdrawals until he/she has completed one (1) year of active teaching service after use of the Bank.
- F. The Sick Leave Bank is available to Teachers 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 Teacher's request to access the sick leave bank.

- G. The Sick Leave Bank Committee shall compile a roster of participating teachers and shall submit its information to the administration no later than October 15. The committee shall also report the specifics of any withdrawals to the Administration as days are withdrawn and awarded to a participating Teacher.
- H. Any teacher who is receiving disability benefits from the Teachers' Retirement System or who is absent for illness or injury due to work-related accident (which is compensable under the *Illinois Workers' Compensation Act*) may not avail himself/herself of any benefits of the Bank. Teachers 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. Teachers retiring from District 111 can retrieve unused days of the Sick Leave Bank that they have contributed during their years of participation in the bank.

Section 3: Funeral Leave

Absence for funerals of persons other than those included in the Sick Leave Provisions may be approved for one day per year by the Superintendent. In such cases the request must be filed through the appropriate supervisor's office. This day is non-cumulative.

Section 4: Personal Leave

Teachers may use two days per year for personal business by notifying the principal in advance, ordinarily one week. However, in emergencies, at least 24 hours advance notice should be given. These days are accumulative as sick days but are not intended to be vacation days. Personal leave may be used for such situations as:

- A. Religious holidays not observed in the school calendar.
- B. Funerals of a close friend or relative not provided in Section 2.
- C. Legal hearings.
- D. Appointment requested by civil authorities.
- E. Completion of important contracts.

- F. Graduation ceremonies.
- G. Furniture or belongings in jeopardy.
- H. Uncontrollable delays in travel.
- I. Driver license examination.
- J. Family business travel.

The above list is not meant to be all-inclusive.

It will not be necessary to state the nature of business necessitating the absence. A personal leave day cannot be used instead of sick leave for such items as visits to a physician or dentist. A personal day will not be denied unless the total number of teachers requesting absence on a given day will interfere with the operation of the school program.

Section 5: Maternity/Paternity Leave

A teacher may apply for and shall receive a child-care leave for the purpose of caring for a newborn child. Such leave shall not exceed the balance of the semester in which it commences plus one (1) additional semester. A teacher may return to active teaching upon timely notice to the District.

Teachers returning from a prearranged sabbatical, maternity, military, or sick leave 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. If the approved leave is unpaid, then the teacher will be responsible for the payment of premiums to ensure continuation of employee benefits. Teachers on unpaid, approved FMLA leave will be responsible for the payment of their share of the premium to ensure continuation of employee benefits.

Section 6: Military Leave

Military leave of absence, without pay, shall be granted to a teacher inducted into the armed forces of the United States for the required length of service, according to the terms of the Selective Service and Training Act of 1940 and subsequent amendments and new acts created by the United States Congress. Upon completion of the leave, the teacher shall be assigned to the first vacant position for which the teacher qualifies. In the event the teacher returns during a semester that has already begun, the Board of Education may assign the teacher as a regular substitute; however, the teacher must be returned to contractual status.

Section 7: Leave of Absence

The Board may grant a leave of absence without pay for one year. Continued contractual service shall not be affected. Upon completion of the leave, the teacher shall be assigned to the first vacant position for which the teacher qualifies.

Section 8: Jury Duty

Teachers 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.

Article 31
Sabbatical Leaves

Section 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 two percent (2%) of the qualified employees may be granted sabbatical leave in any one year, subject to satisfactory filling of positions.

Section 2: Approval of Leave

- A. A committee composed of five (5) Union teachers, three (3) of whom shall be elementary teachers, one (1) junior high school teacher, and one (1) senior high school teacher, the Assistant Superintendent for Human Resources and one (1) principal shall screen applications on the basis of the following points:
 - 1. Relative merits of reasons for desiring 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.

Section 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 (6) or more consecutive years of service in Kankakee School District No. 111.

Section 4: Conditions To Be Met

- A. The grantee agrees to return to Kankakee School District No. 111 for one (1) 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 of Human Resources upon completion of the leave.

A minimum of eight (8) semester hours of approved accredited work on campus each semester will be required. Summer sessions will not count.

Section 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.

Section 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 teacher 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 teacher 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 the other members of the staff.
- E. A teacher 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 teacher 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 teacher employed by the Board of Education of the Kankakee School District, hereinafter referred to as the "Teacher", has simultaneously with the execution of the Agreement executed and delivered to the undersigned _____, Assistant Superintendent of Human Resources of the Kankakee School District, hereinafter referred to as the Escrowee, the note of said teacher 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 Teacher, commencing the _____ day of _____, 20__ and ending the _____ day of _____, 20__.

In the event the Teacher returns from such sabbatical leave to active employment in the Kankakee School District 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 Teacher, his/her heirs, personal representatives or assigns; but, in the event the Teacher, 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, who shall enforce the same in accordance with and to the extent directed by the then-Board of Education of the Kankakee School District, which in no event shall direct the collection of a greater portion of said note than the unfulfilled 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__.

Teacher

Escrowee

Article 32
Retirement Benefits

Section 1: Eligibility

An eligible teacher is a teacher who:

- Has ten years of creditable service in Kankakee School District No. 111 at the time of retirement; and
- Is not retiring under the provisions of the Early Retirement Option (ERO) of the Downstate Teachers Retirement System thereby not causing any retirement penalty to be paid by District No. 111 to TRS.

Section 2: Notice

In order to receive the benefits provided for in Section 3, an eligible teacher must submit, in writing, his/her irrevocable resignation no later than:

- A. February 1, 2010, for retirement at the end of the 2009-2010, 2010-2011, 2011-2012 or 2012-2013 school years;
- B. September 1, 2010, for retirement at the end of the 2010-11, 2011-12, 2012-13 or 2013-2014 school years;
- C. September 1, 2011, for retirement at the end of the 2011-12, 2012-13, 2013-14 or 2014-15 school years;

Section 3: Benefits

Eligible teachers who submit a timely irrevocable letter of resignation will be paid a salary increase in their last year(s) of service equal to 6% over their previous year's TRS creditable earnings. The 6% increase includes all compensation paid to the teacher, including scheduled salary, stipends and professional development compensation. The teacher moves off the salary schedule upon receiving the salary increase. Eligible teachers may receive this 6% increase for up to four years if appropriate notice is given. If a teacher has provided a letter of resignation and is to receive a 6% salary increase pursuant to this provision, the teacher shall continue to perform the same extracurricular assignments that resulted in the total previous year's creditable earnings upon which the 6% increase is based. If the teacher does not continue to perform the same extracurricular assignments, then the 6% increase will be reduced proportionately.

In the event the 6% increases shall result in the Board of Education being required to pay an actuarial cost or some other additional payment, the pay increase shall be limited to the amount that is TRS creditable without additional payment by the Board of Education.

The benefits shall be granted to any eligible employee who gives timely notice of retirement during the term of this contract, if the actual retirement will occur by the end of the 2014-2015 school year.

Section 4: Conditions

- A. 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.
- B. No bargaining unit member should rely upon the continuance of retirement provision in a subsequent collective bargaining agreement. However, the parties recognize that either may propose and negotiate regarding this provision's continuance. The benefits provided for in this Article will not be available to any teacher who retires after June 30, 2015.

Article 33
Part-Time Teachers

Section 1: Part-time teachers shall be defined as contracted certificated personnel who are employed less than seven hours and thirty-five minutes per day.

Section 2: Part-time teachers 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.

Section 3: The number of minutes a part-time teacher will work will be determined by the following formula:

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

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.

Section 4: Other benefits for part-time teachers 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 teacher 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 teacher compared to the load of a full-time teacher.

Article 34
Re-Opening of Negotiations

The Union is committed to helping the Board and Administration implement the requirements of the No Child Left Behind Act of 2001. To the extent the impact of NCLB requirements are permitted under the provisions of this Agreement, they shall be put in force. To the extent any NCLB action is not permitted under the terms of this Agreement, the impact of that action shall be bargained prior to its implementation.

Article 35
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 36
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 37
Professional Issues

Section 1: The national AFT 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. Teachers earning such credit must satisfactorily complete the courses. These credits cannot be used for obtaining a Masters Degree, but may be applied to horizontal movement beyond a Bachelors Degree (i.e. towards a B.A. +15) and beyond a Masters Degree (towards 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 teacher can use for a salary schedule advancement. Teachers who successfully complete ER&D courses shall be given a "Certificate of Completion" by the instructor.

Section 2: A New Initiative – Negotiation Year 1990

The Union and the Board will develop a procedure that will enable six or more teachers 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 teachers 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 individualized and group learning for students and teams of teachers 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 teachers, parents, and students;
- This provision although included in the contract, is not subject to the grievance and arbitration procedure.

A professional issues/staff development task force will be established.

Article 38
Inclusion

During the term of this contract, the Board and Union will establish a committee composed at a minimum of regular education teachers, special education teachers, parents, and administrators to discuss issues related to the implementation of inclusion initiatives.

Article 39
Fair Share

Section 1: The provisions of this Article apply to unit members covered by the Agreement who were hired on or after the effective date of this Agreement and who are not Union members and to unit members covered by this Agreement who were Union members at any time on or after October 27, 2006 but who subsequently resigned from the Union. This fair share agreement does not apply to unit members hired before the effective date of this Agreement who were not Union members as of October 27, 2006.

Section 2: Covered non-members shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

Section 3: The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and the rules of the Illinois Educational Labor Relations Board (IELRB).

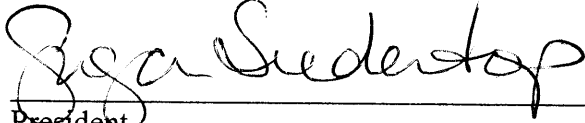
Section 4: Such fair share payments by non-members shall be deducted by the Board from the earnings of the non-member employees and remitted to the Union within ten workdays of said deduction unless the Board is required to remit a fee to the IELRB for escrow.

Section 5: The Board shall cooperate with the Union to ascertain the names of all employee non-members of the Union from which earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

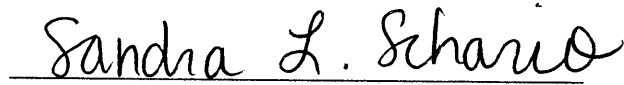
Section 6: The Union and the Board shall comply with the rules of the IELRB concerning notice, objections, and related matters contained in its fair share rules. The parties expressly recognize the right of covered non-members to challenge the amount of fair share fees. The fair share notice posted by the Union shall advise the covered non-members of their right to so object and the procedure for so doing.

This Agreement made and entered into the 25th day of January, 2010.

Kankakee Council of
AFL Local No. 604

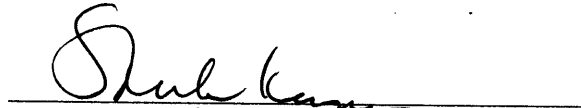


President

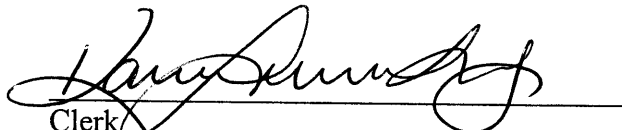


Secretary

Board of Education
Kankakee School District No. 111



President



Clerk

ADDENDUM A
Annual Travel Allowances

Instruction

Music-Elementary.....	\$137
Physical Education-Elementary	\$137
Full-time O.O. Coordinator.....	\$137
Full-time C.W.T. Coordinator	\$625
Full-time W.E.C.E.P. Coordinator.....	\$625
Full-time D.E. Coordinator	\$625
Full-time D.O.Coordinator.....	\$625
Nurses	\$420

The annual travel allowances for each of the above areas will remain the same throughout the term of this Agreement.

Full-time homebound teachers will be reimbursed at the then current IRS rate per mile for the term of this Agreement.

Teachers will be reimbursed at the then current IRS rate per mile for school-related travel outside the School District with the approval of the Administration.

ADDENDUM B
Extracurricular Pay Schedule

A review committee will be established of two teachers (selected by the Union), the respective principal, and the Assistant Superintendent for Human Resources for the purpose of determining whether or not request for additions to the extra-duty schedule should be honored. This committee will also have the responsibility of recommending this addition to the Board of Education with a recommendation for the stipend (a suggested minimum would be \$300.00 at Junior High School and \$500.00 at Senior High School). The Board of Education reserves the right to initiate recommendations to the committee for additions to the extra-duty roster. Teachers are required to submit timesheets for extra duty within one month of the completion of the extra duty.

	2009-10 + TRS	2010-11 + TRS
1. SENIOR HIGH SCHOOL		
Counselors' duties beyond the school year	5-15 days	5-15 days
Work-Study Coordinators beyond school year	5-15 days	5-15 days
Stage Manager	2,009	2,074
Play Directors:		
Director, full-length play	3,070	3,170
Asst. Director, full-length play	2,098	2,167
Director, Musical		
Step 1	2,403	2,481
Step 2	3,389	3,500
Step 3	3,832	3,957
Step 4	4,286	4,426
Asst. Director, Musical	2,330	2,406
Accompanist	1,292	1,335
Technical Director, Musical	1,801	1,860
Music Director, Musical	1,801	1,860
Choreographer, Musical	1,801	1,860
Orchestra Director, Musical	1,801	1,860
Black History Program:		
Director	2,933	3,029
Assistant Director	2,006	2,071
Technical Director	1,801	1,860
Accompanist	1,292	1,335
Debate Contest	2,470	2,550
Speech Team Coordinator	2,470	2,550
Assistant Speech Team	1,794	1,853
Class Sponsors:		
Senior Class	2,009	2,074
Junior Class	2,866	2,959
Sophomore Class	1,540	1,590
Freshman Class	1,540	1,590
Matchpoints	884	913
Mathletes	1,794	1,853
Assistant Mathletes	1,453	1,500
National Honor Society	1,727	1,784
Students Against Destructive Decisions	1,071	1,106

Chess Club	1,794	1,853
Foreign Language Club	1,004	1,037
Interact Club	1,004	1,037
Scholastic Bowl	1,794	1,853
Assistant Scholastic Bowl	1,453	1,500
Marching/Pep Band Director	4,422	4,567
Assistant Marching/Pep Band Director	2,009	2,074
Drumline Director	1,297	1,339
Color Guard Director	1,106	1,142
Jazz Band Director	2,658	2,745
Special Choral Groups Director	2,658	2,745
Peer Mediation Sponsor	1,365	1,410
Student Council/Pep Sponsor	5,368	5,543
Yearbook & Newspaper (+1 released period)	2,403	2,481
Art Club	1,660	1,715
Audio-Visual Aide	1,305	1,348
Department Chairpersons:		
Chairpersons at the high school for the following departments:		
1. English/Library		
2. Fine Arts		
3. Guidance		
4. Mathematics		
5. Physical Education/Drivers Education		
6. Science		
7. Social Studies/Foreign Language		
8. Special Education		
9. Technical & Applied Sciences:		
Business		
Home Economics		
Work Studies		
10. Freshman Academy Advisor (3,773)	0	0
2-4 teachers in Department (per year)	1,941	2,004
5-8 teachers in Department (per year)	2,403	2,481
9-11 teachers in Department (per year)	3,066	3,166
12-14 teachers in Department (per year)	3,728	3,850
15-17 teachers in Department (per year)	4,317	4,458
18-20 teachers in Department (per year)	5,087	5,253
2. JUNIOR HIGH SCHOOL		
Audio-Visual Aide	1,305	1,348
State Manager (KJHS)	1,941	2,004
Stage Manager (LCC)	1,941	2,005
Orchestra or Band Director	1,941	2,004
Special Choral Croups Director	1,941	2,004
Student Council Sponsor	1,941	2,004
Newspaper & Yearbook	1,727	1,783
Beta Club	797	822
Scholastic Bowl	1,386	1,431
Robotics	1,287	1,329
Assistant Robotics	1,030	1,063
Peer Mediation Sponsor	1,298	1,340

COACHING INCREMENTS Pay rates for assistance per athletic contests, or fine arts performance:**		
1. Middle Grade Schools	19	19
2. Junior High School	22	23
3. High School	28	29
4. All Day Contest	90	93
*Contest being separate games/meets with separate results		
** NONREPORTABLE POSITIONS AND EXTRA DUTIES		
Positions which do not require certification and extra duties which do not involve teaching or supervising students are not reportable, regardless of employment type. Following are examples of non-reportable positions and extra duties: bus driving, teacher's aides, clerical assignment in business office, working at athletic events, e.g., ticket taking, scorekeeping, etc. custodial/maintenance.		
Please note the inclusion of ticket taking and scorekeeping on the above listing. Prior to July 1, 1990, these were classified as reportable extra duties. Effective July 1, 1990 earning from ticket taking and scorekeeping are not reportable.		
What assistance is needed shall be determined by the administration after consultation with the respective coach and athletic director.		
The Kankakee Holiday Tournament and District Sponsored invitationals, shall be excluded from the forgoing.		
1. SENIOR HIGH SCHOOL		
Head Football & Head Basketball (1 boy & 1 girl)		
Step 1	5,574	5,756
Step 2	6,458	6,668
Step 3	7,348	7,587
Step 4	8,238	8,507
All Assistants – Football (8) & Basketball (7)		
Step 1	3,487	3,601
Step 2	3,842	3,967
Step 3	4,230	4,368
Step 4	4,605	4,755
Head Track Indoor/outdoor (1 boys) (1 girls)		
Step 1	4,641	4,792
Step 2	5,003	5,166
Step 3	5,404	5,580
Step 4	5,792	5,981
Assistant Track Indoor & Outdoor (4)		
Step 1	3,363	3,473
Step 2	3,658	3,777
Step 3	3,959	4,088
Step 4	4,240	4,378

Head Baseball, Softball, Swim (2), Volleyball, Wrestling		
Step 1	4,417	4,561
Step 2	4,772	4,927
Step 3	5,160	5,328
Step 4	5,535	5,715
All Assistants for: Baseball (3), Softball (3), Swim (2), Volleyball (3), Wrestling (1).		
Step 1	2,703	2,791
Step 2	3,004	3,102
Step 3	3,291	3,399
Step 4	3,600	3,718
Soccer		
Step 1	2,811	2,903
Step 2	3,179	3,283
Step 3	3,561	3,677
Step 4	3,956	4,085
Assistant Soccer (2)		
Step 1	2,169	2,239
Step 2	2,470	2,550
Step 3	2,758	2,848
Step 4	3,066	3,166
Golf (2), Tennis (2), Cross Country (1)		
Step 1	2,781	2,871
Step 2	3,082	3,182
Step 3	3,370	3,479
Step 4	3,678	3,797
Assistant Golf (1), Tennis (2)		
Step 1	1,740	1,797
Step 2	1,968	2,032
Step 3	2,216	2,288
Step 4	2,463	2,543
All Sports Trainer		
Fall	2,912	3,007
Winter	2,041	2,108
Spring	2,041	2,108
Weight Trainer		
Winter	1,760	1,818
Assistant Weight Trainer	1,278	1,320
All Sports Equipment Manager/Supervisor		
Year-Round	5,957	6,151
Cheerleaders, Varsity		
Step 1	3,474	3,587
Step 2	3,842	3,967
Step 3	4,210	4,347
Step 4	4,578	4,728
Assistant Cheerleaders (JV)	2,824	2,916
2. JUNIOR HIGH SCHOOL		
All Sports Director	4,422	4,567
Head Basketball (4)		
Step 1	2,671	2,758
Step 2	2,992	3,089
Step 3	3,333	3,442

Step 4	3,648	3,767
All Assistant Basketball		
Step 1	1,928	1,991
Step 2	2,189	2,260
Step 3	2,463	2,543
Step 4	2,718	2,806
Cheerleader Sponsor	1,941	2,004
Head Track	2,403	2,481
Assistant Track	1,948	2,011
Head Cross Country	1,948	2,011
Head Wrestling	3,070	3,170
Assistant Wrestling	1,734	1,790
Head Volleyball (2)	3,070	3,170
Head Baseball and Softball (2)	2,470	2,551
All Assistants Baseball - Softball (2)	2,102	2,171
3. MIDDLE GRADE CENTERS		
Basketball	1,727	1,783
Volleyball	1,493	1,541
Assistant Basketball (1)	864	892
Assistant Volleyball (1)	747	771
Intramurals	669	691
MISCELLANEOUS		
Taking another teacher's class (1 hour)	30.12	31.10
Bus Supervision (per hour)	18	19
Detention (per hour)	18	19
Summer School (per hour)	35.13	36.27
4. JUDGES (9-12)		
Speech (less than 5 hours) (per event)	60	62
Speech (5 hours or more) (per event)	90	93
Mathletes (per event)	45	47
Matchpoints/Scholastic Bowl Moderator (per event)	45	47
Article 21 Working Conditions		
6-30 Minutes (+TRS)	15.07	15.61
31-60 Minutes (+TRS)	30.12	31.10
Article 25		
Section 3 (+TRS)	35.13	36.27

ADDENDUM C
I.T.R.S. Contribution Schedule and
Salary Schedule

1. The Board agrees to contribute on behalf of each teacher to the I.T.R.S. as part of and out of the above specified amounts, the dollar amount in excess of the teacher's salary, but not in excess of the 10.3753% of the above scheduled salary contributions. The Board agrees to contribute 10.3753% of each teacher's salary based on the appropriate salary schedule (see salary schedule Addendum C.)
2. 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 teacher including salaries paid to the teacher by the Board and contributions paid by the Board to the I.T.R.S. on behalf of the teacher.
3. The Board and the Union have agreed to the above-described program for Board contributions to the I.T.R.S. on the basis of the following legal authority:
 - a. The Pension Reform Act of 1974 (E.R.I.S.A.), Section 414 (h) (2) of the Internal Revenue Code;
 - b. The Opinion of the Illinois Attorney General, No. S-1250, issued June 9, 1977; and
 - c. The May 31, 1977 opinion of A.D. Fields, Chief, Employee Plans Technical Branch, to Mr. William R. Wallin, Assistant Attorney General, State of Illinois.

Notwithstanding said legal authority, the Board and the Union recognize that neither can, nor does, guarantee or assure any eligible teacher that contributions paid by the Board to the I.T.R.S., in whole or in part, are, or will be considered to be, excludable from the gross income of the individual teacher for federal income tax purposes.

ADDENDUM C (cont.)
Teachers' Salary Schedule
2009-10 TEACHERS' SALARY SCHEDULE

Index	Salary	TRS (Board)	Total Salary	B.A.	B.A. +15	M.A.	M.A. +15	2 M.A. or Adv. Cert.
1.00	33,720	3,499	37,219	1				
1.03	34,732	3,604	38,336	2	1			
1.06	35,743	3,708	39,451	3	2			
1.10	37,092	3,848	40,940	4	3	1		
1.15	38,778	4,023	42,801	5	4	2	1	
1.20	40,464	4,198	44,662	6	5	3	2	1
1.25	42,150	4,373	46,523	7	6	4	3	2
1.30	43,836	4,548	48,384	8	7	5	4	3
1.35	45,522	4,723	50,245	9	8	6	5	4
1.40	47,208	4,898	52,106	10	9	7	6	5
1.45	48,894	5,073	53,967	11	10	8	7	6
1.50	50,580	5,248	55,828	12	11	9	8	7
1.54	51,929	5,388	57,317	13	12	10	9	8
1.57	52,940	5,493	58,433	14	13	11	10	9
1.61	54,289	5,633	59,922	15	14	12	11	10
1.65	55,638	5,773	61,411		15	13	12	11
1.69	56,987	5,913	62,900			14	13	12
1.73	58,336	6,053	64,389			15	14	13
1.77	59,684	6,192	65,876			16	15	14
1.81	61,033	6,332	67,365			17	16	15
1.84	62,045	6,437	68,482			18	17	16
1.87	63,056	6,542	69,598			19	18	17
1.90	64,068	6,647	70,715			20	19	18
1.94	65,417	6,787	72,204				20	19
1.98	66,766	6,927	73,693					20
2.01	67,777	7,032	74,809					21
2.05	69,126	7,172	76,298					22
2.08	70,138	7,277	77,415					23
2.12	71,486	7,417	78,903					24

**ADDENDUM C (cont.)
2010-11 TEACHERS' SALARY SCHEDULE**

Index	Salary	TRS (Board)	Total Salary	B.A.	B.A. +15	M.A.	M.A. +15	2 M.A. or Adv. Cert.
1.00	34,170	3,545	37,715	1				
1.03	35,195	3,652	38,847	2	1			
1.06	36,220	3,758	39,978	3	2			
1.10	37,587	3,900	41,487	4	3	1		
1.15	39,296	4,077	43,373	5	4	2	1	
1.20	41,004	4,254	45,258	6	5	3	2	1
1.25	42,713	4,432	47,145	7	6	4	3	2
1.30	44,421	4,609	49,030	8	7	5	4	3
1.35	46,130	4,786	50,916	9	8	6	5	4
1.40	47,838	4,963	52,801	10	9	7	6	5
1.45	49,547	5,141	54,688	11	10	8	7	6
1.50	51,255	5,318	56,573	12	11	9	8	7
1.54	52,622	5,460	58,082	13	12	10	9	8
1.57	53,647	5,566	59,213	14	13	11	10	9
1.61	55,014	5,708	60,722	15	14	12	11	10
1.65	56,381	5,850	62,231		15	13	12	11
1.69	57,747	5,991	63,738			14	13	12
1.73	59,114	6,133	65,247			15	14	13
1.77	60,481	6,275	66,756			16	15	14
1.81	61,848	6,417	68,265			17	16	15
1.84	62,873	6,523	69,396			18	17	16
1.87	63,898	6,630	70,528			19	18	17
1.90	64,923	6,736	71,659			20	19	18
1.94	66,290	6,878	73,168				20	19
1.98	67,657	7,020	74,677					20
2.01	68,682	7,126	75,808					21
2.05	70,049	7,268	77,317					22
2.08	71,074	7,374	78,448					23
2.12	72,440	7,516	79,956					24

ADDENDUM D
Letters of Understanding

Letter of Understanding Pursuant to Article 16, Section 3

This confirms, pursuant to Article 16, Section 3, that Special Education, Montessori and Bilingual teachers 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.

Letter of Understanding Concerning 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.

Letter of Understanding Concerning Step 16* and **** Teachers**

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.

Letter of Understanding Concerning Retroactivity

This confirms that Teachers' salaries and extra-curricular pay (pursuant to Article 28) shall be retroactive to the beginning of the 2009-2010 school year. Retroactive salary amounts shall be paid on or before April 1, 2010. If a Teacher has already received an extra-curricular stipend based on the schedule contained in the 2006-2009 Agreement between the parties, the Teacher's subsequent extra-curricular stipend will be adjusted so that it reflects the retroactive increase to the beginning of the 2009-2010 school year. It is agreed that retroactive pay based on the 2009-2010 Agreement shall not otherwise be made (*i.e.*, substitute salaries, hourly timesheets, etc.).

Letter of Understanding Concerning 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 teacher reaches age sixty-five (65) or becomes eligible for Medicare, whichever comes first.

For any teacher who retires from the District at the end of the 2009-2010, 2010-2011 or 2011-2012 school year and is not eligible for the early retirement option under the TRS system, the District will pay a retirement incentive of \$2,300 as a post-retirement severance payment within six months of the retirement date. Teachers who retire subsequent to the 2011-2012 school year do not receive this post-retirement severance payment.

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.

Letter of Understanding

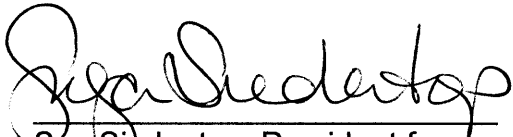
Between the

Kankakee School District 111 Board of Education

And

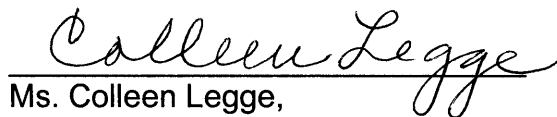
The Kankakee Council Federation of AFT Local 604

The Kankakee Council Federation of AFT Local 604 and the Board of Education – Kankakee School District 111 do hereby enter into this Letter of Understanding regarding stipends for the summer writing curriculum, per the Tentative Agreement reached during the 2009-10 negotiations. If summer writing curriculum is scheduled for the 2009-10 and 2010-11 school year, the amount paid to the writer will be \$50 for half-day and \$100 for full day. A half-day will be considered three (3) hours and a full day will be considered six (6) hours. Any work above three hours or less than six hours will be paid at this pro-rated amount.



Sue Siedentop, President for
Kankakee Council Federation of
AFT Local 604

4/28/10
Date



Ms. Colleen Legge,
Superintendent of Schools

4/28/10
Date

NOTES

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