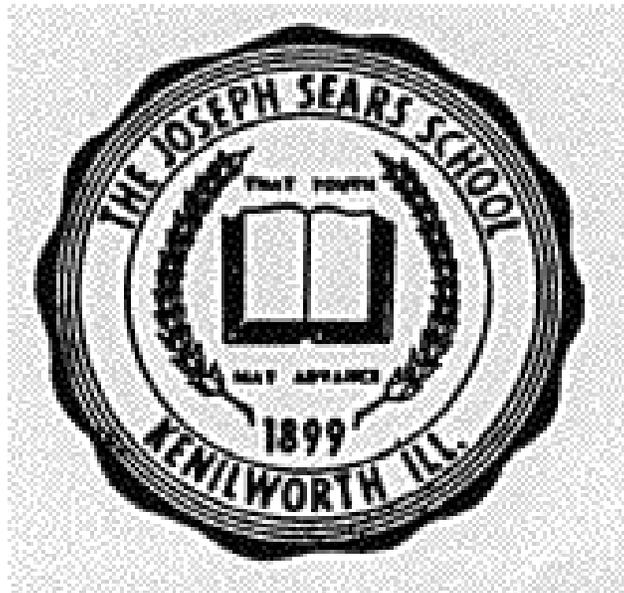


*Agreement Between The Board of Education  
of Kenilworth School District No. 38,  
Cook County,  
Kenilworth, Illinois,  
and the  
Kenilworth Education Association, IEA-NEA  
August 2008- August 2010*



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## ARTICLE I

### RECOGNITION AND DEFINITIONS

#### A. RECOGNITION

This Contract is made and entered into between the Board of Education of Kenilworth School District No. 38, Cook County, Kenilworth, Illinois (hereinafter referred to as the “Board”), and the Kenilworth Education Association, IEA-NEA (hereinafter referred to as the “Association”). The Board recognizes the Association as the exclusive representative of all the Teachers in the bargaining unit to bargain on matters in wages, hours, and terms and conditions of employment deemed mandatorily negotiable under the Illinois Educational Labor Relations Board.

#### B. DEFINITIONS

##### 1. BARGAINING UNIT

The bargaining unit includes all Certified Teachers, the Certified School Psychologist and the Certified School Nurse, but excludes all other employees including the Superintendent, the Principal, Instructional Assistants, Central Office employees, Substitutes, and Custodial and Maintenance employees.

##### 2. TEACHER

The term Teacher hereinafter in the Agreement shall refer to each member of the bargaining unit represented by the Association.

##### 3. SUPERINTENDENT

The title Superintendent shall indicate the Superintendent of Kenilworth School District No. 38.

##### 4. DAYS

The term “days” when used in this Agreement shall, except where otherwise indicated, mean Teacher employment days.

##### 5. SCHOOL TERM

The school term consists of one hundred eighty-five (185) days of which five (5) days shall be scheduled as emergency days and, if unused, shall be deleted from the school calendar.

## **ARTICLE II**

### **BOARD OF EDUCATION RIGHTS**

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois.

## **ARTICLE III**

### **ASSOCIATION RIGHTS**

#### **A. USE OF DISTRICT BUILDINGS**

The Association shall have the right to hold general Kenilworth Education Association membership meetings on school property, provided such meetings do not unreasonably interfere with any aspect of the instructional program. The Association shall submit an approved rental of buildings request form to conduct Association-sponsored meetings on school property after 4:00 P.M.

#### **B. USE OF DISTRICT EQUIPMENT**

Teachers shall have the right to use on-site District equipment for Association business, provided such use will in no manner interfere with the needs of the District. The Association shall compensate the District for costs incurred in using District photocopy machines at the cost of five cents (5¢) per copy.

#### **C. USE OF BULLETIN BOARDS**

A bulletin board for Association use will be provided in the faculty room for the posting of notice of activities and other valid matters of Association concern.

#### **D. USE OF DISTRICT MAIL FACILITIES**

The Association shall have the right to use the District's in-building distribution facilities and teacher mailboxes for a reasonable quantity of Association communications.

#### **E. BOARD AGENDA**

The Board shall provide the Association President a copy of the agenda of each regular and special meeting at about the same time such agenda is provided to Board members.

#### **F. BOARD MINUTES**

A copy of the minutes of all Board meetings shall be placed in the mailbox of the Association President on the next business day following their approval.

G. MATERIAL FOR NEGOTIATIONS OR GRIEVANCES

The Board shall provide the Association, in response to reasonable requests, a copy of regularly prepared public information necessary for negotiations or for the processing of a grievance, such as the current annual audit, the current tentative and adopted budgets, current monthly financial statements, current annual financial report, register of certified personnel, salary scattergram and annual census of pupil membership.

H. REPRESENTATION OF TEACHERS

When any Teacher is required to appear before the Board or before any Board committee concerning any matter which could directly affect the continuation of that Teacher in this employment, the Teacher shall be given reasonable prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to represent him or her during such meeting or interview.

I. RELEASED TIME FOR ATTENDANCE FOR MEETINGS

In the event the Association desires to send its representative(s) to attend meetings of its state or national affiliates, these Teachers shall be excused for such purpose for not more than six (6) days in the annual school term aggregate provided that:

1. The Association reimburses the District for one-half the costs of substitute Teachers;
2. The total absence of any individual Teacher will not exceed two (2) days per school term; and
3. A written request for such absence be submitted to the Superintendent at least ten (10) days in advance specifying the precise individuals, dates, and meetings involved.

J. STAFFING PLAN

The Board shall furnish a copy of the staffing plan for the forthcoming school year to the Association President or designee as soon as it is approved by the Board of Education.

## ARTICLE IV

### TEACHER RIGHTS

#### A. VIEWING OF PERSONNEL FILES

1. The Board shall maintain one central personnel file for each Teacher, which shall contain all evaluations, both formal and informal. Each Teacher shall have the right, upon request, to review the contents of his/her own personnel file. A representative of the Association may, at the Teacher's request, accompany the Teacher to this review. Such review shall be by appointment during normal business hours and in the presence of a designated employee of the Board. No Teacher shall remove any material from the personnel file; however, a Teacher shall have the right to copy any material available to the Teacher under this section, or to have such copies made by District Office personnel. Each Teacher shall have the right to attach a written response to any material placed in his/her file. Letters of recommendation and other materials protected under the Illinois and Federal Personnel Records Acts shall be excluded.
2. Concurrent with the addition of any evaluative material to a Teacher's personnel file, the Teacher shall be given a copy of such material. The Teacher shall acknowledge receipt of such copy on the material being inserted into the file but such acknowledgment shall not infer agreement with such material.

#### B. VACANCIES AND PROMOTIONS

During the school year, the Superintendent or his/her designee shall announce all vacancies as they occur in the District. During the summer vacation, the Superintendent or his/her designee shall send a memo announcing all vacancies as they occur to the President of the Kenilworth Education Association.

#### C. INVOLUNTARY ASSIGNMENTS

A Teacher involuntarily reassigned shall be notified as promptly as circumstances permit and afforded an opportunity to discuss such assignment with the Superintendent. Any Teacher involuntarily reassigned shall receive prompt consideration in any requested assignment to future vacancies. Such Teacher may resign his/her position. The resignation shall be accepted by the Board, providing the resignation is in accordance with state law and a suitable replacement is available.

#### D. VOLUNTARY ASSIGNMENTS

Any Teacher presently on tenure or eligible for continuing contractual status in the coming school term may apply for assignment to another position when a vacancy exists. Such application shall be in writing to the Superintendent. When the Superintendent has made a decision, the Teacher may request a conference.

#### E. EVALUATION

The parties agree that the Evaluation Plan will be reviewed annually by the Professional Growth and Development Committee. Any recommended changes will be subject to approval by the Association and the Board. The procedural provisions of such Evaluation plan shall be subject to the grievance procedure of the Agreement (Article VII hereof), but the substantive provisions, including the summative ratings, shall not be subject to such grievance procedures.

#### F. JOB SHARE

1. Job Sharing Defined - Job Sharing shall be defined as voluntary part-time service in which eligible teachers share a position on a regular basis.
2. Eligibility - Two Teachers who have both acquired District tenure status, as well as a minimum of a "satisfactory" evaluation rating may request to share a position.
3. Requests for Job Sharing - Two eligible Teachers may request job sharing by submitting a proposed written job share plan to the Principal by March 1<sup>st</sup> for the following school year. The Job Sharing Plan shall include, but not limited to, communication of plans regarding academic, behavioral, emotional and social needs of individual students, division of teaching responsibilities, schedule of work hours and/or days, shared planning times, substitute procedures, attendance at meetings, institute days, in-service days, open houses, parent conferences, field trips and other teaching responsibilities. Teachers approved for a job sharing position shall be fully responsible and accountable for ensuring that all teaching, supervisory, and District responsibilities for the job sharing position are met, and for covering all scheduled faculty and staff meetings, in-services, parent meetings and conferences, Open Houses, and other contractual and professional obligations.
4. Review and Approval - Requests for Job Sharing must be approved by the Principal, the Superintendent and the Board of Education. The granting of Job Sharing shall be no longer than one school term and each request shall be considered on a case by case basis. In the event that the Job Sharing request is

denied, the Teachers requesting the Job Share will receive a written response from the Superintendent.

5. Job Sharing Review - Each teacher will submit a written report to their supervisor at the end of the school year evaluating the success of the program including recommendations for the future.
6. Tenure Status - The continued contractual status (tenure) of a teacher shall not be affected by the granting of Job Sharing.
7. Failure to Complete Job Share - In the event one teacher resigns during the school term or otherwise cannot complete the Job Share, the other teacher may return to full-time status in order to complete the assignment. If such teacher cannot return to full-time status and a suitable and eligible teacher cannot be secured to fill the part-time opening, then the teacher shall be placed on unpaid leave for the remainder of the school term and a full-time replacement secured. Nothing herein shall prohibit the Board of Education from assigning another teacher to complete the Job Share. The teacher's eligibility for salary step advancement and accrual of District service/seniority credit will be based upon the duration of the unpaid leave of absence and the contractual requirements set forth in Article IX of the Collective Bargaining Agreement.

## ARTICLE V

### ACADEMIC FREEDOM

Teachers shall not be denied academic freedom. As used herein “academic freedom” shall mean that Teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content, and within the planned instructional program. “Academic freedom” shall include Teacher involvement in the selection of educational materials and methods of instruction through normal curriculum renewal cycle committees. The Teacher shall present materials on opposing sides of controversial issues in a scholarly and objective manner within the limits of appropriate pedagogical discretion and propriety. Notwithstanding the foregoing, choices in selecting materials should be suitable for the grade level(s) taught and in keeping with the District’s general standards for what is appropriate for children to study in school.

## ARTICLE VI

### NEGOTIATIONS PROCEDURE

#### A. DATE

Negotiations shall begin no earlier than March first, unless both parties agree to an alternative date. Meetings shall be held as necessary at times and places agreed to by both parties.

#### B. IMPASSE

When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by both parties to appoint a mediator from its staff in accordance with its rules. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such steps as the mediator may deem appropriate to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not make public any recommendations without the express written consent of both parties.

#### C. COST

The costs for the mediator shall be equally shared by the Board and the Association.

## ARTICLE VII

### GRIEVANCE PROCEDURE

The Association and the Board agree to promote the concept that most problems or concerns may be resolved through meaningful discussions without the need for a formal grievance procedure.

#### A. DEFINITIONS

1. A grievance is defined to be a complaint by the Association or any Teacher (henceforth sometimes called the “grievant”) based on an event or condition which is claimed a violation, misinterpretation, or misapplication of any provision of this Agreement.
2. A Teacher having a problem or concern shall discuss the matter informally with the Teacher’s immediate supervisor. The problem or concern may be adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. Days throughout this article are school days for grievance calculations. A school day is defined as a day during which the Teachers and the students are in attendance for the regular school term. During summer vacation, days for grievance calculations shall be when the District Business Office is open for business unless other mutually agreeable times are established.

#### B. PROCEDURES

If a problem or concern is not resolved through meaningful informal discussions cited above, a grievance shall be processed as followed:

1. Step I. The grievant shall present the grievance in writing to the Superintendent or Designee and the President of the Association within ten (10) days from the date of the occurrence of the event giving rise to the grievance or when the Grievant first knew of or should reasonably have known of such occurrence. The Superintendent shall arrange for a meeting with the Grievant to take place within five (5) days after receipt of the grievance. The Association’s representative, and the Superintendent or designee, shall be present for the meeting. Within ten (10) days from this meeting, the Grievant and the Association shall be provided with the Superintendent’s or the designee’s written response, including reasons for the decision.

2. Step II. If the Association is not satisfied with the disposition of the grievance at the First step, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the Board within twenty (20) days of the date of the first step answer, then the grievance shall be deemed withdrawn. If within twenty (20) days of the filing of the demand with the Board, the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

C. BYPASS

By mutual agreement, any step of the grievance procedure may be bypassed.

D. NO REPRISALS CLAUSE

No reprisals shall be taken by the Employer against any Teacher because of the Teacher's participation or refusal to participate in a grievance.

E. RELEASED TIME

Should any formal grievance meeting or hearing require that a Teacher or an Association representative be released from their regular assignment, the Teacher and/or Association representative shall be released without loss of pay or benefits.

F. FILING OF MATERIALS

All reports related to a grievance shall be filed separately from the personnel file(s) of the Teacher(s).

G. GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level as if never having been filed.

H. NO WRITTEN RESPONSE

If no written decision has been rendered within the time limits indicated by a step, then the grievance shall move to the next step.

I. COSTS

The fees and the expenses of the arbitration shall be shared equally by the parties.

J. COURT REPORTER

If only one (1) party requests the presence of a court reporter, that party shall bear the cost of the reporter.

K. POSTPONEMENT

If only one (1) party requests the postponement of an arbitration hearing, that party shall bear the cost of such postponement.

L. SETTLEMENT

By mutual agreement, a grievance may be settled at any step without establishing precedent.

## **ARTICLE VIII**

### **CLASS SIZE**

While educational research has not yet clearly defined optimal class size, and while financial or other constraints may affect class size and teacher-student ratios, the Board acknowledges the desirability of monitoring reasonable class sizes. When a Teacher believes any class size to be unreasonable, he/she shall first discuss the matter with the Superintendent. If a satisfactory solution is not reached, then the Teacher may discuss the situation with the Executive Council of the Association. If the Council wishes to discuss the matter with the Superintendent within a reasonable amount of time, it may do so.

## ARTICLE IX

### LEAVES

#### A. PAID LEAVES

##### 1. SICK LEAVE

- a. Each Teacher shall be entitled to fifteen (15) sick leave days per year.
- b. Unused sick leave may accumulate to three hundred forty (340) days

##### 2. PERSONAL LEAVE

The Board of Education shall grant each Teacher two (2) days leave per year for personal business which cannot be handled during non-school days or hours. The leave may accumulate to three (3) days per year. Personal leave shall accumulate as sick leave and, if unused at the end of a school year, shall be added to the Teacher's accumulated sick leave, provided, however, that the combined aggregate accumulation of sick leave and personal leave shall not in any event exceed three hundred forty (340) days. Personal leave days, once converted to sick leave, may not be reconverted to personal leave. Notification of intended absence due to such personal business must be submitted to the Superintendent at least (1) week in advance of the absence, except in cases of documented emergencies. The day immediately preceding or immediately following a legal holiday or a school vacation period and the first five (5) or last five (5) teacher employment days, shall not be used as personal leave days, except in cases of documented emergencies. Personal leave shall not be available for a work stoppage of any kind or for any activity which shall result in wages for the Teachers.

##### 3. JURY DUTY

There will be no loss of salary to a Teacher due to the time spent on jury duty, except that the Board of Education shall require reimbursement by the Teacher of the amount of compensation received by the Teacher for said jury duty.

#### B. UNPAID LEAVES

Sick leave shall not be applicable during the period of any unpaid leave of absence.

1. COMBINATION OF LEAVES

A tenured Teacher may take sick leave followed by an unpaid leave of absence (non-disability) as long as the latter leave is taken in accordance with sections 2a and 2b below.

2. UNPAID LEAVE OF ABSENCE (NON-DISABILITY)

a. APPLICATION

(1.) A tenured Teacher who wishes to take an unpaid leave of absence from the District for a purpose other than disability shall make the request to the Superintendent or designee at least three (3) months prior to the onset of the requested leave, but not less than one (1) month prior to the end of the school term, if at all possible. The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term.

(2.) Any tenured Teacher desiring child-rearing leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying Teacher to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the delivery of the child. This section shall not apply if the adopted child is six (6) or more years of age at the time the child is received.

b. CONDITIONS

The granting of any unpaid leave of absence other than disability will be conditioned on the following:

(1.) The ability of the Superintendent or designee to maintain the continuity of instruction. The Superintendent or designee shall consider pertinent time factors (e.g., granting periods) and the needs of the Teacher, including medical-related factors.

(2.) The Superintendent or designee and the Teacher agree on the dates of commencement and termination of the leave. Every effort shall be made to have the leave (or contiguous sick leave) begin and end prior to the start of a new school term.

(3.) The Teacher returns to the employ of the District for a minimum of one (1) year from the date of termination of the leave. The Teacher shall sign a promissory note, as provided by the District, to that effect.

(4.) A Teacher who chooses not to return to the employ of the District or who fails to serve one (1) year from the date of termination of the leave shall be liable to the District for liquidated damages in the amount of One Thousand Dollars (\$1,000.00), as indicated in the above-mentioned promissory note. This section excludes individuals unable to return due to permanent disability or death.

- c. The granting of an unpaid leave of absence (non-disability) is mandatory if the terms of paragraphs 2b (1) - (4) are met. The granting of a leave is discretionary with the Superintendent or designee if any of the terms of paragraph 2b (1) - (4) are not met. The granting of a leave shall be without precedential effect.
- d. Any accumulated sick leave available at the commencement of the leave shall be available to the Teacher upon return to employment in the District.
- e. With the consent of the carrier, the Teacher may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its discretion.
- f. Any Teacher who has been employed ninety (90) or more days of the school term prior to the commencement of such leave shall be entitled to such advancement on the salary schedule as he or she would have had if the leave had not been granted. If the leave exceeds the school term in which such leave commences, the second school term shall not be considered for step advancement on the salary scale.
- g. In all instances where a Teacher is granted an unpaid leave of absence (non-disability) of eight (8) calendar months or more, as a condition thereof, he or she shall advise the Superintendent or designee in writing no later than March 15<sup>th</sup> prior to the termination of such leave that he or she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by the preceding sentence shall constitute an election not to return to employment and as a resignation from the District. By February 15<sup>th</sup>, the Superintendent or designee shall contact the Teacher on an unpaid leave of absence to remind the Teacher on an unpaid leave of absence of the forthcoming March 15<sup>th</sup> notification deadline. The Superintendent or designee shall mail the reminder to the Teacher's last known address.

- h. An unpaid leave of absence (non-disability) may be granted to a non-tenured Teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured Teacher, and provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of *The School Code* for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the Teacher shall be deemed to have commenced his or her first probationary year. The granting of an unpaid leave of absence (non-disability) to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured Teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any non-tenured Teacher to apply for such leave, or to accept the conditions established therefore.
- i. Anything in this Article to the contrary notwithstanding, a Teacher who has been granted an unpaid leave of absence (non-disability) shall not become eligible for a subsequent unpaid leave of absence (non-disability) unless and until such Teacher has returned to full-time service for at least two (2) complete school terms, provided that under exceptional circumstances the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
- j. A Teacher granted a leave of absence hereunder shall agree as a condition precedent to waive any claim to unemployment compensation.

**ARTICLE X**  
**RETIREMENT PLAN**

**A. DISTRICT NO. 38 RETIREMENT PLAN**

**1. ELIGIBILITY**

To qualify for the following District No. 38 Retirement Plan, a Teacher must:

- a. Have completed a total of fifteen (15) years of service at date of retirement in Kenilworth School District No. 38 as a certified Teacher;
- b. Have reached the age of sixty (60) years on the indicated date of retirement or have thirty-five (35) years of creditable service in the Illinois Teachers' Retirement System. Teachers who are 55-59 and submitted written notification on or before June 1, 2005, of their retirement effective no later than June 30, 2007, are considered in the ERO "pipeline" and must have thirty-four (34) years of TRS creditable service to be eligible for retirement benefits under this Article X. (As used here, "retirement" shall mean the unqualified application for initiation of retirement benefits from the Illinois Teachers' Retirement System.)
- c. Have creditable service under the Illinois Teachers' Retirement System of twenty (20) or more years on the indicated date of retirement.

**2. GENERAL CONDITIONS**

To recognize the contributions of Teachers who have provided long service to the youth of the District, the Board shall provide as follows:

- a. If a Teacher submits his/her irrevocable resignation for purposes of retirement by February 28 of the fifth (5<sup>th</sup>) school year before the school year in which the retirement shall be effective (e.g., retirement notice submitted February 28, 2007, for retirement effective June 30, 2011), the Teacher shall be given an additional 5.60% salary increase in their final paycheck of the school year in which the retirement notice was submitted. Teachers electing to retire effective June 30, 2010 must submit their notice of irrevocable retirement by June 25, 2006. The retiring teacher shall subsequently receive annual increases in his/her TRS creditable earnings (including salary schedule and compensation increases based upon vertical and horizontal salary schedule advancement, extracurricular activity stipends or overload compensation provided any of these compensation items are not excluded by statute or TRS

regulations from the teacher's creditable earnings which are subject to the annual 6.0% TRS creditable earnings increase limitation) of 6.0% for each of the next four (4) school years before the teacher's retirement. If a teacher's annual TRS creditable earnings for any of the next four (4) school years before retirement would otherwise increase by more than 6.0%, the teacher shall only receive the maximum 6.0% creditable earnings increase allowed under this provision. In the event that the teacher resigns or retires prior to the date of retirement specified in their retirement notice, the amount of annual salary increases received in excess of the annual salary increase which would have been received by the teacher pursuant to the teacher's salary schedule (i.e., the salary enhancement amount under this contract section) for each of the school years after the teacher's submission of their retirement notice will be deducted from the teacher's regular salary in equal installments. The District will make any necessary adjustments to the teacher's annual creditable earnings for any school year which is subject to salary adjustment due to the teacher's early resignation or retirement and file adjusted earnings reports with TRS.

- b. Notwithstanding anything herein to the contrary, the benefits described in subsection (a) above may be limited by the Board in any given school year to a maximum of two (2) Teachers who have submitted their irrevocable resignations as provided in subsection (a). If more than two (2) Teachers so declare an intention to retire in a single year, the determination of which two (2) Teachers shall be granted the benefit shall be according to guidelines to be promulgated by the Kenilworth Education Association and copies shall be distributed by such date to all Teachers and to the Superintendent and members of the Board of Education. Any Teacher who is excluded from retiring as a result of this limitation may withdraw his/her resignation without prejudice. If the resignation is not withdrawn, the Teacher shall have priority to participate in these benefits in the next following school year as compared to any other Teacher who may thereafter seek such benefits. If more than two (2) Teachers are deferred from the opportunity to retire pursuant to the limitation of this section, they shall likewise have priority over other Teachers, and within such group priority shall be pursuant to the provision set forth above.

**B. RETIREMENT UNDER EARLY RETIREMENT OPTION (ERO)**

Nothing herein shall serve to diminish the responsibility of the Board to make any employer contributions under the statutory "Early Retirement Option" (ERO) for any teacher retiring thereunder, but not the Teacher's share of any such ERO payments as

may be due. Persons retiring under ERO (*Illinois Pension Code. Rev. Stat.*, 40 ILCS 6/16-133.2) shall be excluded in the numeric limitation set forth in paragraphs A 2 d.

C. DEATH OF A RETIRING TEACHER

Any monies accrued to a retiring Teacher who dies prior to such payment shall have such monies paid to his/her estate or designated legatee within one (1) month of written notice of the death and/or within thirty (30) days when such amount would have been due and payable to the Teacher, whichever shall be the latter.

## ARTICLE XI

### CONTINUITY OF OPERATIONS

#### A. NO STRIKE

The Association shall not call, engage in or authorize a strike during the term of this Agreement or any extension thereof.

#### B. NO LOCK OUT

The Board shall not lock out any Teachers covered by this Agreement during the term of this Agreement or any extension thereof.

## ARTICLE XII

### COMPENSATION

#### A. SALARY PROGRAM

1. The salary schedules for the 2008-2009 through 2009-2010 school years shall be as set forth in Appendix A, which Appendix is attached hereto and incorporated into this Agreement.
2.
  - a. Based upon the recommendation of the Superintendent, the Board of Education may place a new Teacher on any step of the salary schedule.
  - b. Commencing with the 2003-2004 school year, all teachers employed during 2002-2003 shall move one (1) vertical step on the salary schedule if such step is available. In no event shall additional steps be added to any salary schedule.
  - c. Teachers who in previous years received “off schedule” salary payments shall continue to receive such payments as indicated in Appendix A, and no other teacher shall qualify for or receive an “off schedule” payment.
3. Salary increases for hours of credit and/or achievement of a Master’s degree will be reflected in the Teacher’s salary in the school year immediately following completion of the work that qualifies the Teacher for a salary adjustment. All official transcripts verifying satisfactory completion of the work must be submitted to the Superintendent on or before September 30 of the school year in which the salary adjustment is to be effective.
4. To receive salary increases in accordance with 3 above, Teachers must receive preapproval of all graduate courses. Teachers must complete a course preapproval form and receive approval from the Superintendent prior to attending the first class session.
5. Any Teacher who shall receive a summative evaluation of “Unsatisfactory” shall not move vertically on the schedule and shall receive no salary increase the following year. If thereafter rated “Satisfactory” or “Excellent,” such Teacher shall not recoup such lost salary increase, but shall move to the next vertical salary step on the schedule.

B. SALARY PAY PERIODS

Teachers shall be paid on a twenty (20) pay period basis unless a request for a twenty-four (24) pay period is made to the business office at the time the individual signs his or her contract.

C. EXTENDED WORK YEAR

The Superintendent may employ individual Teachers, either singly or as a member of a group, for in-District service beyond the regular school year.

The work to be performed shall be under a time schedule established by the Superintendent and the participating Teacher. The employed Teacher shall be compensated at a rate of \$204 per six (6) hour day for the term of the contract.

D. SUPPLEMENTARY PAY

1. The District will have three (3) categories of extra duty positions identified as follows:

Curriculum at \$34 per hour;  
Instructional Supervision at \$32 per hour; and  
General Supervision at \$30 per hour.

*When a \*lunch period position becomes available, the Lunch Program Supervisor shall seek volunteers for all paid lunchroom and noon playground positions. If volunteers do not come forward to be employed in these positions, the Supervisor shall assign Teachers to those positions on a rotating basis according to the reverse seniority list published annually by the Superintendent.*

\* The wording for this section will be reviewed by the Extra Duty Joint Committee to consider all student safety related positions.

E. SALARY REDUCTION PLAN

1. The Board shall maintain a salary reduction plan which meets requirements of Section 125 of the Internal Revenue Code and any other applicable statutory or regulatory provision. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. A Teacher may elect to participate by choosing to receive benefits for the purposes set forth below and in the amounts specified. The total amount elected shall be deducted from each Teacher's compensation along with deduction of

contributions to the Illinois Teachers' Retirement System which may be required on such salary reduction plan payments. The plan year shall commence on September 1 and extend through August 31 of each year. Prior to the beginning day of the plan year, each Teacher shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group health insurance, single or family coverage.
  - b. Reimbursement for the amount of the deductibles on the group health insurance and for any other unreimbursed medical care expenses as defined in Section 213 of the Internal Revenue Code up to the amount of fifteen thousand dollars (\$15,000).
  - c. Reimbursement for dependent care assistance as defined in Section 129 of the Internal Revenue Code up to five thousand dollars (\$5,000), or two thousand five hundred dollars (\$2,500) if a married participant files a separate return per calendar year.
  - d. Premium for group term life insurance equal to the nearest thousand dollars of salary up to fifty thousand dollars (\$50,000).
  - e. Premium for required participation in long term disability insurance.
2. The amounts designated may not be changed during the plan year except if there is a change in family status or other circumstance provided in the Regulations issued by the Internal Revenue Service. Any amounts designated for which valid reimbursement claims are not made by October 1<sup>st</sup> of the following plan year will be forfeited and not otherwise paid to the Teacher during that year or carried over to a succeeding plan year.
  3. The dollar total of the designated salary reduction benefits elected pursuant to the plan will be deducted in equal amounts from the Teacher's salary payments during the plan year unless otherwise specified.
  4. Claims for reimbursement may be submitted not more often than once per month, in minimum amounts of not less than one hundred dollars (\$100) except for the final month in the plan year, unless an Agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

#### F. DISABILITY INSURANCE

1. Short Term Disability Insurance. The Board of Education shall provide short term disability insurance for all active Teachers with less than 60 days of accumulated sick leave as of September 1st. The short term disability coverage shall include the following:

|                       |   |
|-----------------------|---|
| Benefit Percentage:   | 60% of Salary   |
| Benefit Maximum:      | \$500   |
| Benefits Begin On:    | 31 <sup>st</sup> Day of Accident or<br>31 <sup>st</sup> Day of Sickness |
| Duration of Benefits: | 13 Weeks  |

2. Long Term Disability Insurance. All active Teachers must enroll in the group long term disability plan. Teachers must pay for the long term disability insurance on a salary reduction or on a payroll deduction plan. The long term disability insurance coverage shall include the following:

|                                    |   |
|------------------------------------|---|
| Benefit Percentage:                | 60% of Salary   |
| Benefit Maximum:                   | \$6,000 Per Month   |
| TRS & Social Security Integration: | 75% All Sources   |
| Elimination Period:                | 120 Days  |
| Duration of Benefits:              | ADEA I  |
| Definition of Disability:          | Own Occupation to Age 65 With<br>Zero Day Residual (LTIP) |

The benefits under short-term or long-term disability shall not be reduced or otherwise changed except by mutual agreement.

#### G. HEALTH/MAJOR MEDICAL INSURANCE

1. The Board shall pay the percentage designated below of either the actual annual premium or the Projected Annual Premium Amount below, whichever is less, for the applicable Board sponsored insurance plan (HMO or NSBC) in which the teacher is enrolled. This benefit is available on a pro-rata basis for less than full-time and/or full-year teachers.

|                     | Projected Annual<br>Premium Amount | Board Portion |
|---------------------|------------------------------------|---------------|
| 2006-07 HMO Single  | \$4,789                            | 90%           |
| 2006-07 NSBC Single | \$7,033                            | 90%           |
| 2006-07 HMO Family  | \$12,280                           | 65%           |
| 2006-07 NSBC Family | \$17,470                           | 65%           |

|         |             |          |     |
|---------|-------------|----------|-----|
| 2007-08 | HMO Single  | \$5,747  | 90% |
| 2007-08 | NSBC Single | \$8,440  | 90% |
| 2007-08 | HMO Family  | \$14,736 | 70% |
| 2007-08 | NSBC Family | \$20,964 | 70% |

2. If for any year during the term of this Agreement, the actual premium for any plan goes above the Projected Premium Amount above for that year, the excess of the actual over the projected premium amount will be shared equally (50/50) by the Board and the teacher.

## ARTICLE XIII

### EFFECT OF AGREEMENT

#### A. CHANGE OR SUPPLEMENT

This Agreement shall be subject to change or supplement at any time by mutual consent of the parties hereto. Any such change or supplemental agreement shall be put in writing, signed by the parties, and submitted to the Board and the Association for approval.

#### B. LEGALITY

Should any article, section, or clause in this Agreement be declared illegal by a court of competent jurisdiction over the parties hereto, then that article, section, or clause shall be deleted from this Agreement to the extent that it is in violation of the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section, or clause.

#### C. DURATION

This Agreement shall take effect as set forth in Article XIV hereof, provided if one of the following should occur either the Board or the Association may give written notice to the other to reopen Article X and/or Article XII of this Agreement and if no agreement is reached within ninety (90) calendar days of such notice either to amend or to continue this Agreement, then this Agreement shall terminate and negotiations shall be instituted for a successor Agreement:

1. A change in the funding of public education in Illinois resulting in a serious diminution of Board revenue or ability to generate such revenue.
2. A significant amendment, rescission or addition to the Illinois statutes affecting teacher compensation (including retirement or early retirement) or the adoption of a mandatory health insurance program for teachers compelling termination of the Board's existing health insurance coverage.

# THE JOSEPH SEARS SCHOOL

## ARTICLE XIV

### TERM OF AGREEMENT

This agreement shall be effective upon the first day of the 2008-2009 school term. This Agreement shall remain in effect until 11:59 P.M. on the day preceding the first day of the 2010-2011 school term.

#### IN WHITNESS WHEREOF:

FOR THE DISTRICT 38 NO. KENILWORTH  
EDUCATION ASSOCIATION

FOR THE KENILWORTH SCHOOL  
DISTRICT NO. 38 BOARD OF  
EDUCATION

Catherine M. Lankster  
Co-President

Gregory A. Treiler  
President

Elizabeth [Signature]  
Co-President

8/25/08  
Date

8-26-2008  
Date

## Appendix A

### KEA Salary Schedule for 2008 through 2010

#### Salary Schedule 2008 - 2009

|         | BA     | BA + 15 | MA      | MA + 15 |
|---------|--------|---------|---------|---------|
| Step 1  | 41,900 | 43,800  | 46,100  | 47,300  |
| Step 2  | 42,600 | 44,500  | 46,800  | 48,100  |
| Step 3  | 44,400 | 46,400  | 48,100  | 50,100  |
| Step 4  | 46,300 | 48,400  | 50,200  | 52,200  |
| Step 5  | 47,900 | 50,000  | 51,800  | 53,900  |
| Step 6  | 49,000 | 51,300  | 53,200  | 55,300  |
| Step 7  | 50,300 | 52,500  | 54,400  | 56,700  |
| Step 8  | 51,900 | 54,200  | 56,100  | 58,500  |
| Step 9  | 53,700 | 56,100  | 58,100  | 60,400  |
| Step 10 | 54,800 | 57,400  | 59,400  | 61,900  |
| Step 11 | 56,200 | 58,700  | 60,800  | 63,400  |
| Step 12 | 58,400 | 61,000  | 63,300  | 65,900  |
| Step 13 |        |         | 67,400  | 68,200  |
| Step 14 |        |         | 67,900  | 70,600  |
| Step 15 |        |         | 70,500  | 73,100  |
| Step 16 |        |         | 73,000  | 75,800  |
| Step 17 |        |         | 75,800  | 78,500  |
| Step 18 |        |         | 78,500  | 81,300  |
| Step 19 |        |         | 81,300  | 84,300  |
| Step 20 |        |         | 84,300  | 87,400  |
| Step 21 |        |         | 87,400  | 90,400  |
| Step 22 |        |         | 90,400  | 93,700  |
| Step 23 |        |         | 93,700  | 97,000  |
| Step 24 |        |         | 97,000  | 100,500 |
| Step 25 |        |         | 100,500 | 104,100 |

#### Off Schedule

|            |         |
|------------|---------|
| MA - A     | 114,600 |
| MA - B     | 123,900 |
| MA +15 - A | 113,800 |
| MA +15 - B | 114,900 |
| MA +15 - C | 121,500 |
| MA +15 - D | 122,600 |
| MA +15 - E | 128,200 |
| MA +15 - F | 131,400 |
| MA +15 - G | 134,000 |

#### Salary Schedule 2009 - 2010

|         | BA     | BA + 15 | MA      | MA + 15 |
|---------|--------|---------|---------|---------|
| Step 1  | 43,400 | 45,300  | 47,700  | 49,000  |
| Step 2  | 44,100 | 46,100  | 48,500  | 49,800  |
| Step 3  | 44,900 | 46,900  | 49,300  | 50,600  |
| Step 4  | 46,800 | 48,900  | 50,600  | 52,800  |
| Step 5  | 48,800 | 51,000  | 52,900  | 55,000  |
| Step 6  | 50,400 | 52,600  | 54,500  | 56,700  |
| Step 7  | 51,600 | 54,000  | 56,000  | 58,200  |
| Step 8  | 53,000 | 55,300  | 57,300  | 59,700  |
| Step 9  | 54,600 | 57,100  | 59,100  | 61,600  |
| Step 10 | 56,500 | 59,100  | 61,200  | 63,600  |
| Step 11 | 57,700 | 60,400  | 62,500  | 65,200  |
| Step 12 | 59,200 | 61,800  | 64,100  | 66,700  |
| Step 13 |        |         | 66,600  | 69,400  |
| Step 14 |        |         | 70,900  | 71,800  |
| Step 15 |        |         | 71,500  | 74,400  |
| Step 16 |        |         | 74,300  | 77,000  |
| Step 17 |        |         | 76,900  | 79,800  |
| Step 18 |        |         | 79,800  | 82,700  |
| Step 19 |        |         | 82,700  | 85,600  |
| Step 20 |        |         | 85,600  | 88,800  |
| Step 21 |        |         | 88,800  | 92,000  |
| Step 22 |        |         | 92,000  | 95,200  |
| Step 23 |        |         | 95,200  | 98,600  |
| Step 24 |        |         | 98,600  | 102,200 |
| Step 25 |        |         | 102,200 | 105,800 |

#### Off Schedule

|            |         |
|------------|---------|
| MA - A     | 120,700 |
| MA - B     | 130,400 |
| MA +15 - A | 119,800 |
| MA +15 - B | 121,000 |
| MA +15 - C | 127,900 |
| MA +15 - D | 129,100 |
| MA +15 - E | 135,000 |
| MA +15 - F | 138,300 |
| MA +15 - G | 141,100 |

## SIDE LETTER OF AGREEMENT

This Side Letter of Agreement is entered into between the Kenilworth School District No. 38 ("Board" or "District") and the Kenilworth Education Association ("KEA"), bargaining the successor agreement, to provide a joint committee process for the purpose of assigning each of the District's extra duty positions to an appropriate category for compensation purposes.

The Board and the KEA (together "the Parties") mutually agree as follows:

- (1) For the term of the collective bargaining agreement between the Parties commencing with the 2008-2009 school year, the District will have three (3) categories of extra duty positions identified as follows:

Curriculum  
Instructional Supervision  
General Supervision

- (2) Each extra duty position in the District will be assigned to one of the extra duty categories for compensation purposes.
- (3) A joint committee comprised of Board, administration and KEA members ("Joint Committee") shall be established for the express purpose of assigning the District's extra duty positions to one of the three extra duty categories.
- (4) The Joint Committee shall be comprised of an equal number of representatives selected by the Board and the KEA, respectively, in addition to the Superintendent, who shall also serve as a Joint Committee member.
- (5) The Joint Committee shall commence meeting as soon as practicable after the committee membership is selected, and the Joint Committee shall complete its work no later than September 15, 2008.
- (6) The decision of the Joint Committee assigning each extra duty position to one of the extra duty categories shall be binding on the Parties for the term of the collective bargaining agreement commencing with the 2008-2009 school year.
- (7) The hourly compensation rate for each of the extra duty categories shall be determined through the collective bargaining process, and not by the Joint Committee.
- (8) The Parties recognize that there may be some positions that are appropriately classified as stipend positions, rather than extra duty positions, which shall not be included in any of the extra duty categories.

This Side Letter of Agreement is effective immediately upon execution by the authorized representatives of the Board and the KEA.

Kenilworth Education Association, IEA-NEA

Kenilworth School District No. 38

By: *Elizabeth Setz*  
KEA President

By: *Alfred A. Trubler*  
Board President

Dated: *8-26-2008*

Dated: *8/26/08*

By: *Catherine M. Sander*  
KEA Contract Representative

Attest: *Suzanne S. Sander*  
Board Secretary

Dated: *8-26-08*