Collective Bargaining Agreement

between

Kildeer Countryside CCSD 96
Board of Education

and

Kildeer Countryside CCSD 96
Education Support Professionals Association

KCSD96

2016-2017
2017-2018
2018-2019
2019-2020
2020-2021

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ARTICLE I
RECOGNITION

1.1 Bargaining Unit

The Board of Education of School District 96, Lake County, Illinois, hereinafter referred to as the "Board," recognizes the Kildeer CCCSD Education Support Professionals Association, formed in May 2001, hereinafter referred to as the "Association", affiliated with the Illinois Education Association and the National Education Association, as sole negotiating agent for all full-time and part-time regularly employed non-certificated staff, hereinafter referred to as "employees".

The term "employees" expressly does not include computer technology technician, Superintendent's secretary, Public Information Coordinator, Associate Superintendent's secretary, accounts payable secretary, payroll secretary, bookkeeper, Assistant Superintendent's secretary, receptionist/personnel secretary, curriculum assistant, transportation-receptionist-purchasing secretary, occupational therapist, physical therapist, sub-caller, all certified staff, and all managers, supervisors and confidential employees as defined by the Illinois Educational Labor Relations Act, as amended. The Board agrees not to negotiate with any other employees' organization, individual employee or group of employees, provided this shall in no way preclude the Board from bargaining with the Kildeer Education Association or any other IELRB certified labor organization.

1.2 Notifications

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

ARTICLE II
ASSOCIATION RIGHTS

2.1 Board Information

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

Association Copies of Board Reports - The administration will make available to the Association, upon reasonable notice and request, the Annual ISBE Financial Report 5035 and Budget Report 5036.

The Association may request items to be placed on the agenda of all board meetings in accordance with Board policy.

2.2 Use of School Facilities

The Association shall have the following rights:

The use of appropriate meeting space in school buildings where such is available and does not interfere with the educational programs. This is limited to the Association and not its' affiliate(s).

The use of mailboxes, inter-school mail, and a bulletin board in the staff lounge of each school building for the purpose of internal Association related communication.

The use of District computers and duplicating equipment, provided the Association agrees to promptly reimburse the Board for all consumable materials. This does not include access to any financial or personnel records. All use of computers will be consistent with the Acceptable Use policy.

2.3 Dues Deduction

Any employee who is a member of the Association may sign and deliver to the business office an assignment authorizing the deduction of membership dues. Such authorization shall include a waiver of all rights and claims for membership dues deducted and transmitted to the Association and shall further relieve the Board and all its' officers of any liability in this matter. Such authorization shall continue in effect from year to year unless rescinded in writing by the employee prior to September 29 of any given school year. The authorization shall become effective by the first pay period of the following month and shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period. The Association Treasurer will

provide information to the business office regarding pro-ration of dues for new members.

2.4 Names and Addresses of New Employees

Following Board approval of newly hired and separated employees, the names, addresses, positions, and job locations of such employees shall be made available to the Association Treasurer.

2.5 Personnel Records

Only one (1) official personnel file shall be kept for each employee in the District and such file shall be kept in the central administrative office. Each employee shall have the right, upon reasonable advanced request, to review the contents of his/her official personnel file. An employee shall have the right to representation at such review.

Whenever any item that could reasonably lead to disciplinary or discharge action against an employee is placed in his/her personnel file, the employee shall promptly be given a copy of said item.

The employee shall have the right to attach dissenting material to any item in the file. An employee may obtain a copy of the information or part of the information contained in his/her personnel record.

Except as required by law, the Board shall not divulge a disciplinary report letter of reprimand or other disciplinary action to a third party, to a party who is not a part of the Board's organization, or to a party who is not a part of the Association, without written notification to the employee. For the purpose of this section, the Board's attorneys are considered part of the Board's organization.

2.6 Fair Share

a) Each bargaining unit member, as a condition of employment, within thirty (30) calendar days of employment if such shall occur after the onset of the 2001-2002 school term, shall join the Association or pay a fee to the Association for services rendered as per Section XI of the IELRA and the rules and regulations adopted thereunder. If such fee is not paid within the above-mentioned time, the said fee shall be deducted from the unit member's salary as per the "dues deduction" procedure provided in this Article.

b) In the event of any legal action against the Board brought in a court or administrative agency because of its' compliance with this Section, the Association agrees to defend such action, at its' own expense and through its' own counsel, provided:

1) The Board gives prompt notice of such action in writing to the Association, and permits the Association to intervene as a party if it so desires; and
2) The Board reasonably cooperates with the Association and its' counsel in securing and giving evidence, and making relevant information available; and
3) The Board has sought to be in good faith compliance with this Section.

The Association agrees that in any action so defended and/or in any claim or demand advanced, it will indemnify and hold harmless the Board from any liability for damages and/or costs. The Association shall not compromise or settle any action, suit, claim, or demand without the written consent of the Board if such may result in any continuing obligation of whatsoever nature or which then or thereafter may adversely or financially affect the Board.

ARTICLE III
ASSIGNMENTS, SENIORITY, VACANCIES AND TRANSFERS

3.1 Seniority

a) Definition

Seniority shall be defined as the length of continuous service within the District within a classification as defined in Article 3.3. Accumulation of seniority shall begin from the employee's first working day as a regular employee. In the event that more than one individual employee has the same starting date of work, position on the seniority list shall be determined by drawing lots. Part time employees do not have seniority but shall accrue seniority from their date of hire in the event they become a full time employee. Any recalled employee shall retain his/her previously accumulated seniority.

b) Seniority

Prior to the 2003/2004 school year, seniority shall be determined from the first day of initial continuous service in the District regardless of category or classification.

c) Maintaining and Posting of Seniority Lists

The Board shall prepare, maintain and post the seniority list by February 1st of each year. A copy of the seniority list and subsequent revisions shall be made available to the Association. Any employee disagreeing with his/her seniority placement shall respond, in writing, to the Superintendent or designee and the Association President within 30 workdays after the date of the posting.

3.2 Loss of Seniority

An employee will lose seniority in the following instances:

Resignation
Dismissal
Retirement
Expiration of the one-year recall period after a reduction-in-force under the School Code (105 ILCS 5/10-23.5)
Employment in a position excluded from the bargaining unit
Voluntary transfer to a different classification as defined in Article 3.3 and 3.6 A.

3.3 Classifications and Related Positions Within the Bargaining Unit

For the purposes of seniority, all employees shall be placed in one of the following classifications based on their current assignments:

Classifications
Administrative Assistant
Secretary
Custodian
Clerical Aide
Instructional Aide
Bilingual Aide
Registered Nurse
Sign Language Interpreter
Special Education Aide
1:1 LPN
1:1 RN

3.4 Reduction in Force

When the Board decides it is necessary to reduce the number of positions in the District or to reduce an employees hours that results in changing an employee from full time to part time, it shall seek to discuss reduction in staff with the Association prior to taking formal action thereon. The Board will provide notice to the employee of a reduction in force of at least thirty (30) calendar days. The employee shall receive a statement of honorable dismissal.

In the event of a Reduction in Force (RIF), the employee or employees in the job classification (defined in Article 3.3) affected that have the least seniority shall be laid off first.

Recall

If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions hereby becoming available within a specific classification of positions shall be tendered to the employees so removed or dismissed from that classification (defined in Article 3.3) in the reverse order in which they were laid-off. The employees so recalled must have the qualifications, skill and ability to satisfactorily perform the available work. Failure to return to work when recalled in such manner shall result in loss of recall rights.

If the Board is unable to fill the vacancy from the employees RIF'd from the classification in which the vacancy occurs, the Board will tender the position to employees RIF'd in other classifications (defined in Article 3.3) whose RIF occurred within the past calendar year in the reverse order in which they were laid-off, provided such employee is qualified to fill the vacancy.

For purposes of determining qualifications under this Section, experience in the vacant position or in other positions within that classification (defined in Article 3.3) shall be an indicator of qualification for the vacant position.

3.5 Vacancies

a) Definition of Vacancy

A vacancy shall be defined as a newly created position or an unfilled position within the bargaining unit that the administration deems necessary to fill.

b) Posting and Filling of Vacancy

Whenever there is a new or vacant job covered by the bargaining unit, such job shall be posted on the online application system for a period of at least five (5) working days. An employee desiring to apply for such a job shall make his/her application via the online application or by email to the Superintendent or designee by the application deadline if one is indicated.

3.6 Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the bargaining unit, when such transfer involves changes in job classification, buildings, or shifts unless such transfer is for temporary purposes.

a) Voluntary Transfers

Interested employees may apply in writing via email to the Superintendent or designee for consideration for a transfer to another position where a vacancy exists.

b) Involuntary Transfers

When it is necessary to involuntarily transfer employees, all qualified volunteers shall first be considered. If volunteers are not selected, involuntary transfers shall not be made for arbitrary or capricious reasons. Involuntary transfers to another classification (Article 3.3) shall retain their accrued seniority.

ARTICLE IV
WORKING CONDITIONS

4.1 Length of Work Year

a) The Board shall annually budget for an additional ten (10) days of building level administrative assistant support for each building during the life of this contract. These days shall be used subject to the review and approval of the employee's immediate supervisor.

b) The Board shall annually budget for an additional ten (10) days of building level nursing services for each building during the life of this contract. These days shall be used subject to the review and approval of the employee's immediate supervisor.

4.2 Definition of Full and Part Time Employees

a) During a typical week, eleven (11) and twelve (12) month employees work forty (40) hours.

b) During a typical week, ten (10) month employees work a minimum of thirty (30) hours. Ten (10) month Nurses will be compensated for an additional fifteen (15) minutes of work before and after school.

c) Working typical hours less than those listed above constitutes part time employment.

4.3 Breaks

a) All full time eleven (11) and (12) month employees are entitled to two (2) fifteen (15) minute paid breaks.

b) All full time ten (10) month employees are entitled to one (1) fifteen (15) minute paid break.

c) Break time for part time employees will be prorated.

d) Employees will not be compensated for lunch/dinner time unless the employee works through lunch/dinner at the express direction of their immediate supervisor.

4.4 Work Year

The regular work year begins July 1st and ends June 30th. All hourly rate increases will come into effect beginning July 1st.

Custodians are 12-month employees. The regular work year for Custodians begins July 1st and ends June 30th.

Administrative Assistants are 11-month employees. The regular work year for Principals' Administrative Assistants begins August 1st and ends June 30th.

Registered Nurses, Secretaries, Instructional Aides, Clerical Aides, Bilingual Aides, Sign Language Interpreters, LPN (1:1), RN (1:1), Special Education Aides are 10-month employees. Their work year begins with the first Institute day in August and ends with the last day of student attendance. These 10-month employees are not required to work on days when students are not present, except for required professional development days or at the request of the building principal.

10-month employees are required to attend and participate in professional development during two (2) institute/workshop days prior to the start of the school year and three (3) early release days during the school year. Those in attendance will be compensated for their attendance at their regular rate of pay. By the start of each school year, the required early release day dates will be shared with the membership.

ARTICLE V
RETIREMENT

5.1 Retirement Eligibility

In order to be eligible for the benefits under this Article, the employee must, at the time of his/her retirement, meet both of the following criteria:

a) The employee must meet all eligibility requirements on his/her retirement date to receive a retirement pension under the Illinois Municipal Retirement Fund System (IMRF); and

b) The employee must have served at least twenty (20) full years as an educational support professional in this District.

5.2 Retirement Notice

To be eligible for the retirement benefits under this Article, the employee must submit his/her irrevocable written Notice of Resignation and Retirement to the Superintendent or designee. The notice must be submitted to the Superintendent before May 15 of the school year immediately prior to the school year the employee intends to retire. The notice shall be on a form provided by the District and shall state that the employee understands and accepts the terms of this retirement program. The Superintendent or designee shall confirm in writing the receipt of the application within five (5) school days of receipt of the application.

5.3 Retirement Conditions

a) Benefit increases under this section will be in lieu of any regular salary increases (including any increases in the Board-paid employee IMRF contributions) and shall be limited to a maximum of six percent (6%) or one and one half (1.5) times the increase in the Consumer Price Index-Urban (CPI-U) whichever is greater (including any Board-paid employee IMRF contributions). In no event will the combined salary and Board-paid employee IMRF contribution be increased under this Article in the year the employee retires which results in the District incurring financial penalty pursuant to provisions of the Pension Code and/or IMRF rules and regulations.

b) When determining whether an increase in an employee's creditable earnings exceeds the applicable limitation, the following shall be excluded: increases resulting from overload or overtime earnings; increases attributable to standard employment promotions resulting in increased responsibility and workload; and increases resulting from an increase in the number of hours required to be worked.

c) This benefit may not be used or accessed by any employee in conjunction with any other retirement plans or programs other than those in effect under the Illinois Municipal Retirement Fund system as of May 1, 2005. The employee must be eligible to retire without any penalty, payment, or lump sum contribution by the Board to any pension system such as the IMRF. If the Board is obligated to pay any such penalty, payment or lump sum contribution, the employee may retire if otherwise eligible under the IMRF system, but the employee will not be eligible to receive benefits under this Article.

d) The purpose of this provision is to ensure that the District shall not incur any financial penalty pursuant to provisions of the Pension Code and/or IMRF rules and regulations. Notwithstanding any contrary or other provision of this Agreement, including but not limited to any salary schedules, in the event an employee's IMRF creditable earnings would increase by more than 6% or 1.5 times the increase in the CPI-U in any 12 month period during the term of this Agreement, that employee shall only receive the maximum increase allowed under this provision. This provision shall only apply to employees who are within ten (10) years of IMRF retirement eligibility, regardless of whether the employee is actually retiring or submitting a notice of retirement.

5.4 Retirement Benefits

Commencing with the employee's first day of work in the school year after the school year in which the employee gives timely notice of intent to retire, the Board will pay the employee during that school year of employment an increase in compensation noted in 5.3 of this Agreement (For purposes of these calculations, the straight dollar amounts paid toward the cost of health insurance premiums under 7.7 of this Agreement are not included. In addition, for purposes of these calculations, the head custodian's stipend will be included. No other stipends will be included in these calculations). For purposes of this Article, the "salary cap" described in Appendix A (170% of starting salary) will not apply and an employee accessing this benefit may be compensated more than the salary cap amount.

Example

Mr. Cub intends to retire at the end of the 2019-2020 school year. At the time of retirement, he will meet all eligibility requirements to receive an IMRF retirement pension, and will have worked in District 96 as an Educational Support Professional for 20 full years. An irrevocable written Notice Of Resignation and Retirement will be submitted to the Superintendent by May 15, 2019. The 2018-19 salary of Mr. Cub was capped because it exceeded 170% of the starting salary of his job classification. The 2018-19 hourly rate of Mr. Cub is $23.34 and the Board is paying 4.5% ($1.10) of his employee IMRF contribution for a total hourly compensation of $24.44. For the 2019-2020 school year, Mr. Cub's final work year prior to retirement, the CPI-U is 2%. Since Mr. Cub is retiring at the

end of the 2019-2020 school year, he is entitled to the greater of either 6% or 1.5 times the CPI-U which in this case is 3% (1.5 times 2%). Therefore, Mr. Cub is entitled to a 6% increase in his total hourly compensation.

ARTICLE VI
SEPARATION

6.1 Termination of Employment by the Employee

Employees are required to provide a minimum of two (2) weeks (ten [10] working days) written notice of the desire to terminate their position.

6.2 Termination of Employment by the Board

Prior to the adoption of a resolution of dismissal for cause other than reduction-in-force, the appropriate administrator will offer the affected employee the opportunity of a conference, when reasonable, to discuss such dismissal. An Association representative may accompany the employee at such a conference.

ARTICLE VII
COMPENSATION AND BENEFITS

7.1 Compensation

Hourly increases for the 2016-17 school year will be calculated as follows: Those employed during the 2015-16 school year will receive the applicable 2015-16 fringe benefit amount (calculated into an hourly rate) added to their hourly wage. For the 2016-17 school year, an additional 1.5% will be added to the hourly rate of the Administrative Assistant, Secretary, Registered Nurse, Clerical Aide, Custodian, Head Custodian, Sign Language Interpreter, 1:1 LPN, 1:1 RN. An additional 4% will be added to the hourly rate of the Bilingual Aide, Instructional Aide, and Special Education Aide.

Those individuals first employed during the 2016-17 school year and beyond will receive the starting hourly rates found in Appendix A.

Hourly increases for remaining years for all employee classifications:

2017-18	2.0%
2018-19	2.0%
2019-20	2.0%
2020-21	3.0%

In addition to the hourly rate, the Board will pay 4.5% of the employee contribution towards IMRF for all employees.

7.2 Pro Rata Benefits

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

7.3 Pay Periods and Paychecks

Ten (10) month employees shall have the option to be paid in twenty (20) or twenty-four (24) installments, eleven (11) month employees shall have the option to be paid in twenty-two (22) or twenty-four (24) installments, and twelve (12) month employees shall be paid in twenty-four (24) installments. Unless the employee notifies the Business Office in writing at least fifteen (15) workdays before the first payroll in a school year that a contrary cycle is desired, it shall be presumed that the employee has elected the twenty-four (24) installment option. Elections may not change during a school year.

All employees hired starting with the 2012-2013 school year shall participate in direct deposit of payroll. Those employees who currently utilize direct deposit must continue to do so.

Reasonable effort will be made to accurately reflect the number of sick days, vacation days, and personal days remaining in the fiscal year.

A notification will be issued for each employee indicating the employee's hourly salary, the number of hours the employee works per typical day and the number of days the employee works per year. For head custodians the letter will also include the head custodian's hourly stipend. Reasonable effort will be made by the District to provide all employees with this information no later than the second paycheck in October.

An employee who feels that there is an error in the amount of the paycheck may ask the District Bookkeeper for verification. If there has been an underpayment to the employee, the total amount of the underpayment will be paid to the employee in the next paycheck.

7.4 Vacations

Only twelve (12) month employees earn vacation days.

All vacation time is to be pre-approved by the appropriate administrator. Vacation days shall be earned on a daily basis as outlined in the chart below. Vacation may only be taken in half (.50) or full day increments. Vacation time must be used between the period of July 1 in the year earned through and including August 31 of the subsequent fiscal year. Employees may not accumulate vacation time beyond the year earned.

In the event of separation of employment, an adjustment will be made in the employee's last payroll check(s) if paid for more vacation days than earned.

At the separation of employment for any reason, the employee or employee's beneficiary shall receive, at the employee's daily rate of straight time hourly pay, compensation for all unused paid vacation days.

Length of Service	Vacation Earned Yearly	Vacation Earned Daily
1 year	10 days	.0385
2 years	10 days	.0385
3 years	10 days	.0385
4 years	10 days	.0385
5 years	10 days	.0385
6 years	11 days	.0423
7 years	12 days	.0462
8 years	13 days	.0500
9 years	14 days	.0538
10 years	15 days	.0577
11 years	16 days	.0615
12 years	17 days	.0654
13 years	18 days	.0692
14 years	19 days	.0731
15+ years	20 days	.0769

7.5 Custodian Uniforms

Uniforms provided to custodial staff are the property of the District. The District will provide uniforms for custodians as follows:

New Hires

New hires will receive during their first Fiscal year of employment:

Initially:

a) Five (5) tee shirts (short sleeves only)

After a ninety-day employment period, as ordering allows:

a) Five (5) shirts (long and/or short sleeves, depending upon the employee's choice)
b) Five (5) pairs of pants

On a yearly basis, replacement uniforms will be provided as needed up to: two (2) shirts (long and/or short sleeves, depending upon the custodian's choice), two (2) tee shirts and two (2) pairs of pants. Damaged and/or worn uniforms, which are to be replaced, shall be turned in to the Director of Facilities prior to replacement.

Custodians and not the District will be responsible for laundering and repairing uniforms.

The custodian, not the District, is responsible for the cost to replace uniforms that cannot be returned as a result of an employee's error in sizing of the uniform.

Custodians who have been furnished with uniforms are required to wear them while on duty. Uniforms are to be kept neat and clean, and worn appropriately.

The custodians shall wear uniform shirts and pants on school attendance days. The tee shirts along with the uniform pants may be worn on May 1st thru October 31st and non-school attendance days. School/District shirts may be worn in place of the uniform shirts on school "Spirit Days," non-school attendance days and casual Fridays.

Upon separation of employment, the individual custodian shall turn in the uniforms to the Head Custodian of the building or a supervisor at the time he presents his/her keys, ID/access card and other District property. The uniform must be returned in a laundered condition.

7.6 Emergency Call-Back Work

All emergency call-back work, including normal and customary travel time to and from home and the workplace, will be compensated at one and one half (1 1/2) times the employee's normal rate of pay, regardless of hours worked per week. When traveling from and/or to a location other than home, the compensated

travel time shall not exceed one and one half hours. There is no minimum number of hours compensated during an emergency call back.

7.7 Health Services

All employees shall be required to have a physical and a TB skin test or chest x-ray, if required by school code, prior to the first day of work. Physical exams, TB skin tests, and chest x-rays obtained ninety (90) or more days prior to employment are not valid for employment. The cost of the physical and TB skin test or chest x-ray is the responsibility of the employee.

The Board will cover the cost of Hepatitis B immunization if it is warranted by the position. If an employee feels at risk for Hepatitis B exposure, the employee should contact his/her supervisor.

7.8 Health Insurance

The Board will pay the equivalent of 80% of the single premium for PPO 2500 for all employees towards health insurance coverage. Employees may choose any health insurance plan available. Should the employee select coverage resulting in a higher premium cost, they will pay the cost differential.

Conditional Opt-Out Cash in Lieu of Health Insurance

If an employee opts to waive health insurance coverage from the Board and meets the IRS criteria for a conditional opt-out cash in lieu, they will be eligible for a $750 conditional opt-out cash in lieu payment. Proof of health insurance coverage that meets applicable standards is required. This payment qualifies as creditable earnings.

7.9 Long Term Disability Insurance

The Board will provide all eligible staff with a long-term disability plan. Staff who work 30 hours or more a week are eligible to participate. The plan supplements IMRF coverage such that each employee will receive 60% of their monthly earnings to a maximum benefit of $5000 per month. Benefits are subject to plan requirements and limitations.

7.10 Modules/Stipends/Extra Duty Assignments

Members will have the ability to apply for unfilled modules and stipends should they exist after all certified staff have had the opportunity to accept any open extra duty positions. Modules and stipends must be applied for annually. Modules/stipends will be filled by the most qualified individual. Experience in a module or stipend does not automatically make a person the most qualified for the position. Members will receive their regular hourly rate of pay for all modules/stipends/extra duty assignments.

7.11 Custodian Certification Bonus Program

The purpose of the custodian certification bonus program is to provide custodians with the opportunity to receive additional compensation for the successful completion of formalized training related to their position. The following rules have been established in cooperation with the ESPA to guide the implementation of the bonus program.

a. Courses must be pre-approved by both the building principal and Director of Facilities and Transportation through MyLearningPlan and submitted for pre-approval in a timely fashion as to allow the District to pay tuition without late fee penalties.

b. A custodian must be in good standing regarding job performance to be pre-approved for any course.

c. The District will not mandate what courses must be taken. However, only courses offered through an accredited college are eligible for the program.

d. The District will pay tuition directly to the college on behalf of the custodian. The District will not pay registration fees, books or any other applicable fees or costs of enrollment.

e. A custodian is eligible to take up to 3 courses per calendar year.

f. Courses completed prior to the implementation of this program are not eligible for reimbursement or bonuses.

g. If courses interfere with the custodian's regular work-day, they must apply for a waiver to flex their hours to allow enrollment and completion of a course. In order to ensure work completion and maintenance of the buildings, administration may place a limitation on the number of custodians who will be granted a waiver to flex their hours each semester.

h. If a course approval is denied, the District will convene a review committee consisting of 2 people selected by the ESPA and 2 people selected by the administration. This committee will review the denial and make a non-binding recommendation to administration.

i. Once a course is successfully completed, the custodian must submit an official transcript proving course completion and a grade of "C" or better to qualify for any bonus.

j. The custodian must be a current employee on the date of the bonus disbursement to qualify for the bonus (i.e. must be employed on January 25th to get bonus earned thus far).

k. If the custodian does not pass the course the first time, the second time it is taken, the course cost is split 50%/50% with the custodian. A course may be attempted no more than 2 times to be eligible for the bonus.

l. If the custodian does not pass a course the first time, and decides to take a new different course, the course cost for the second course is split 50%-50% with the custodian. If the new second course is passed with a grade of "C" or better, the District will reimburse the 50% paid by the custodian.

m. If the custodian drops out of a pre-approved course for which tuition has already been paid, the custodian is responsible to repay the tuition costs to the District. If the course is dropped due to a serious medical condition including FMLA to care for a family member that is documented, the custodian does not have to repay the tuition cost to the District.

n. Once a course is successfully completed in compliance with the rules noted above, the custodian will be eligible for a one-time bonus of $125 per course.

o. Once a certificate is completed, the custodian will be eligible for a certification bonus of $1000 per year each fiscal year of employment. If the custodian earns a second certification, they are eligible for a certification bonus for each certification held.

p. Once an Associates degree is earned, the custodian is eligible for an annual Associates degree bonus of $2500 per year each fiscal year of employment and no longer will receive any certification bonuses earned.

q. All bonus amounts are not part of the custodian's salary. Salary increases are only based upon the custodian's hourly rate, increases do not apply to bonuses earned.

r. If any bonus received through the custodian certification bonus program causes the District to incur a financial penalty or any additional contribution pursuant to provisions of the Pension Code, the custodian will receive only the maximum increase allowed under this provision.

s. Course completion bonuses will be paid on January 25th and June 25th paychecks. Certification and Associates degree bonuses will be paid on the June 25th paycheck.

ARTICLE VIII
LEAVES

8.1 Leave of Absence

The Board may grant a leave of absence without pay for a purpose deemed appropriate and beneficial to the School District. Such leave may be conditioned in such manner as the Board may elect. The granting and withholding of such leave of absence shall be within the sole discretion of the Board and shall be non-precedential with respect to any other request for such leave by such employee or by any other employee. If the leave is denied, the employee shall be given written reason(s) for denial.

8.2 School Closing/Leave Days

When the Superintendent or designee officially closes the schools, no leave days previously arranged by a ten (10) month employee shall be deducted for any day that schools are closed.

8.3 Sick Leave-Additional

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

8.4 Personal Leave

All full time employees and those employees working a minimum of thirty (30) hours per week shall be allowed two (2) personal days with pay per work year, approved by the principal or District administration.

All part-time employees, employees hired after the beginning of the employee's typical work year, and employees working less than thirty (30) hours per week shall be allowed a pro rata share of personal days, approved by the principal or District administration.

Unused personal days will be allowed to accumulate as sick days at the end of the fiscal year.

8.5 Bereavement Leave

All employees shall be allowed three (3) days of bereavement leave with pay per fiscal year in the event of the death of a member of the immediate family or household, aunts, uncles, or close personal friends.

All part time employees and those employees hired after the beginning of the employee's typical work year will receive a pro rata share of bereavement days with pay.

A day of bereavement leave pay shall be in the same amount as a typical day's pay. Unused bereavement days do not accumulate.

In the event of death of a member of the immediate family or household, up to five (5) sick leave days may be used as bereavement days after an individual employee's allocation of bereavement days has been exhausted. Additional sick leave days may be designated as bereavement days upon approval of the individual employee's immediate supervisor.

8.6 Association Days

The Association shall be entitled to twelve (12) days of Association leave per fiscal year for the purpose of sending representatives to IEA/NEA sponsored conferences, conventions or workshops and for Association officers to conduct Association business. Employees authorized by the Association to take such leave shall be released from duties without loss of pay subject to the following:

a) The Association shall give the Superintendent or designee written notice of the name(s) of the employee(s) authorized to take such leave and the date of such meeting, if applicable, at least five (5) employment days in advance of the day such employee(s) shall be absent.

b) No individual employee shall use more than four (4) days in a single school year, with the exception of the Association President(s) who may use up to four (4) days for convention attendance and up to four (4) days for other purposes provided herein. No more than two (2) employees shall be released from each building at a time and Association activities will not compromise coverage in the building and/or District. The Association may request release of additional employees with consultation with the building principal or immediate supervisor.

c) The Association shall reimburse the District in an amount equal to the actual substitute rate for each leave day (or half day) on which a substitute is actually employed. Such reimbursement shall be within ten (10) employment days following the day of leave.

d) Minimal use of Association leave may be in half-day units.

8.7 Sick Leave

Paid sick leave of fourteen (14) days per year is granted to twelve (12) month employees.

Paid sick leave of thirteen (13) days per year is granted to eleven (11) month employees.

Paid sick leave of twelve (12) days per year is granted to ten (10) month employees

If any such employee does not use the full amount of annual leave thus allowed, the unused amount shall be allowed to accumulate to two hundred forty (240) days at full pay, including the leave of the current year.

Sick leave may be taken for personal illness or illness of immediate family or household. In the event of death of a member of the immediate family or household, up to five (5) sick leave days may be used as bereavement days after an individual employee's allocation of bereavement days have been exhausted. Additional sick leave days may be designated as bereavement days upon approval of the individual employee's immediate supervisor.

8.8 Holidays

To receive pay for a holiday, an employee must work the day before and the day after the holiday listed below, provided the day before or the day after the holiday is a working day. This requirement can also be met using any approved leave in accordance with this contract.

All employees will receive a typical day's pay for all regularly established school holidays as listed below.

If an employee is required to work on one of the holiday's noted below, they will be compensated at the rate of one-and-one-half (1-1/2) times of their regular hourly wage.

Each employee shall be granted the following holidays off with pay per fiscal year:

Labor Day	Veteran's Day	Good Friday*
Rosh Hashanah *	Thanksgiving	Memorial Day
Yom Kippur*	Martin Luther King Jr's Birthday	President's Day
Columbus Day	Casimir Pulaski's Birthday	

*Not legal holidays as listed in the school code. If these holidays do not fall on a workday, holiday pay will not apply.

The Friday following Thanksgiving will be is a day off without pay. If Veteran's Day is waived, it will be exchanged for the Friday following Thanksgiving, making

it a day off with pay. Otherwise, the Friday following Thanksgiving will be a day off without pay.

In the event a legal school holiday shall fall on Saturday or Sunday, the employee is still entitled to compensation for the holiday.

Only twelve (12) month employees shall receive the following additional holidays off with pay per fiscal year:

Christmas Day	New Year's Day	Fourth of July
Christmas Eve*	New Year's Eve*	

If the Fourth of July, Christmas Day, and/or New Year's Day falls on a weekend, the twelve (12) month employee will be notified when the school calendar is approved by the Board of Education as to which day he or she will receive off.

*If this holiday falls on a weekday, the employee will receive at least a half (1/2) day off with pay. If the holiday falls on a weekend, compensation will be given at the discretion of the Superintendent.

8.9 Jury Duty

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

ARTICLE IX
GRIEVANCE PROCEDURE

9.1 Grievance - Definitions

a) Grievance

Any claim by the Association, an employee or group of employees that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement.

b) Days

As used herein, the term "days" shall mean days on which the District business office is open, except during the spring and winter recesses.

9.2 Grievance - Procedures

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

a) Step One

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

b) Step Two

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

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

c) Step Three

If the Association is not satisfied with the disposition of the grievance at Step Two or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration pursuant to the procedures of the American Arbitration Association, which shall act as the administrator thereof. If a demand for arbitration is not filed within thirty (30) days of the date for the Step Two answer, then the grievance shall be deemed withdrawn:

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

9.3 Grievance - Bypass Steps

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

9.4 Grievance - Direct Submission to Arbitration

If the Superintendent and the Association agree, a grievance may be submitted directly to arbitration with or without utilization of the American Arbitration Association.

9.5 Grievance - Step Clarification

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

9.6 Grievance - Representation

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

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

9.8 Grievance - Representation Substitution
If a grievance meeting shall be conducted at a time when the employee or his/her representative, or the Association representative, is otherwise assigned, such employee and/or representative shall be permitted to attend such meeting without loss of pay or benefits.

9.9 Grievance - Records
All records relating to a grievance shall be filed separately from the personnel file of the employee.

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

9.11 Grievance - Time Limit Extension
Time limits may be extended upon written mutual consent.

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

ARTICLE X
NEGOTIATIONS PROCEDURE

10.1 Impasse

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

10.2 Negotiations

Negotiations will begin at least ninety (90) days prior to the expiration of this contract. The impasse procedures of the Illinois Educational Labor Relations Act will prevail and the parties agree to jointly request the services of the Federal Mediation and Conciliation Service when the mediation process is invoked.

ARTICLE XI
EFFECT OF AGREEMENT

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

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

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

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

11.5 Term of Agreement
This Agreement shall be effective at 12:00 a.m. on July 1, 2016 and shall continue in effect until 11:59 p.m. on June 30, 2021.

11.6 Copies of Agreement
Within thirty (30) calendar days after ratification by both parties, the Board shall make available an electronic version of the Agreement. The electronic version of the Agreement will be placed on the district website in a public portal. A printed copy will be signed by both parties, archived and provided to the Board and ESPA Co-Presidents.

ARTICLE XII
NO STRIKE

12.1 No Strike

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

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COLLECTIVE BARGAINING AGREEMENT

Between

BOARD OF EDUCATION
Kildeer Countryside Community Consolidated

and

KILDEER CCCSD EDUCATION SUPPORT PROFESSIONALS ASSOCIATION

for the years:

2016-2017
2017-2018
2018-2019
2019-2020
2020-2021

Agreed to and signed this 17th day of May, 2016.

FOR THE ASSOCIATION

Karen Graham – Co-President

Lorna Jaegers – Co-President

FOR THE BOARD OF EDUCATION:

Marc Tepper – President

APPENDIX A
COMPENSATION PACKAGE 2017-2021

	FY 16-17 1.5% Salary Increase		FY 17-18 2.0% Salary Increase		FY 18-19 2.0% Salary Increase		FY 19-20 2.0% Salary Increase		FY 20-21 3.0% Salary Increase	
Job Classification	**Starting Salary ***	**Cap Salary ****	**Starting Salary**	**Cap Salary**	**Starting Salary**	**Cap Salary**	**Starting Salary**	**Cap Salary**	**Starting Salary**	**Cap Salary**
Administrative Assistant	$15.45	$26.27	$15.76	$26.79	$16.08	$27.34	$16.40	$27.88	$16.89	$28.71
Secretary	$13.34	$22.68	$13.61	$23.14	$13.88	$23.60	$14.16	$24.07	$14.58	$24.79
Registered Nurse	$24.16	$41.07	$24.64	$41.89	$25.13	$42.72	$25.63	$43.57	$26.40	$44.88
Clerical Aide	$11.44	$19.45	$11.67	$19.84	$11.90	$20.23	$12.14	$20.64	$12.50	$21.25
Bilingual Aide Instructional Aide Special Education Aide	$14.00	$23.80	$14.28	$24.28	$14.57	$24.77	$14.86	$25.26	$15.31	$26.03
Custodian	$14.65	$24.91	$14.94	$25.40	$15.24	$25.91	$15.54	$26.42	$16.01	$27.22
Head Custodian ***	$14.65	$24.91	$14.94	$25.40	$15.24	$25.91	$15.54	$26.42	$16.01	$27.22
Sign Language Interpreter	$25.43	$43.23	$25.94	$44.10	$26.46	$44.98	$26.99	$45.88	$27.80	$47.26
1:1 LPN 1:1 RN	$32.03	$54.45	$32.67	$55.54	$33.32	$56.64	$33.99	$57.78	$35.01	$59.52

* The Board of Education will pay the employees' 4.5% IMRF contribution.

** If an employee's salary, including the yearly percentage (%) increase, does not meet or exceed the 170% salary cap, the employee will receive the entire yearly % increase. If the yearly % increase will put an employee over the 170% salary cap, they will receive an increase amount that will bring them to the salary cap or will receive fifty percent (50%) of the regular salary increase plus the full amount they are eligible to receive under the Board-paid employee IMRF contribution, whichever amount is greater. If an employee is at or above the salary cap, the will receive fifty percent (50%) of the salary increase plus the full amount they are eligible to receive under the Board's contribution towards the employee's IMRF contribution.

*** The Head Custodian stipends, found in Appendix B, are paid in addition to the Head Custodian's salary rate.

APPENDIX B
HEAD CUSTODIAN STIPEND CHART

SCHOOL	FY 16-17	FY 17-18	FY 18-19	FY 19-20	FY 20-21
Willow Grove	$1.29	$1.32	$1.35	$1.38	$1.42
Country Meadows	$1.75	$1.79	$1.83	$1.87	$1.93
Prairie	$1.94	$1.98	$2.02	$2.06	$2.12
Kildeer	$2.21	$2.25	$2.30	$2.35	$2.42
District	$2.21	$2.25	$2.30	$2.35	$2.42
Ivy Hall	$2.75	$2.81	$2.87	$2.93	$3.02
Woodlawn	$3.31	$3.38	$3.45	$3.52	$3.63
Twin Groves	$3.57	$3.64	$3.71	$3.78	$3.89

LETTER OF AGREEMENT

Joint Labor and Management Committee

The Kildeer Countryside CCSD Board of Education and the Kildeer Countryside CCSD Education Support Professional Association acknowledge a common interest to carry out the mission of District 96 and to provide the highest quality educational experience for students. In order to facilitate the accomplishment of this common goal it is agreed that issues will be discussed in collaborative meetings between representatives of both parties. The resolution of these issues shall not be deemed to be contractual in nature. It is the hope of both parties that a common understanding of our mutual interests will lead to resolution in a manner that is beneficial to all concerned.

Both parties commit to meet on a regular basis over the course of this contract to discuss and attempt to resolve in mutually beneficial ways issues of common concern.

A joint labor and management committee shall meet a minimum of four (4) times annually, unless otherwise mutually agreed upon.

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

By: _____
Marc Tepper - President
Board of Education

Date: 5/17/16

By: _____
Lorna Jaegers - Co-President
Kildeer CCCSD ESPA

Date: 5/17/16

By: _____
Karen Graham - Co-President
Kildeer CCCSD ESPA

Date: 5-17-16