# **AGREEMENT**

# **BETWEEN**

# KANKAKEE AREA CAREER CENTER BOARD OF CONTROL

## AND

# KANKAKEE AREA CAREER CENTER TEACHER ASSOCIATION IEA/NEA

2024-2027

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#### **ARTICLE I**

#### Recognition

The Executive Board of the Kankakee Area Career Center, Kankakee County, Illinois, hereinafter the "Board" recognizes the Kankakee Area Career Center Teachers Association IEA/NEA, hereinafter referred to as the "Association" as the sole and exclusive bargaining representative for all full-time and part-time regularly employed certificated vocational teaching staff employed and under contract by the Career Center. Such representation shall exclude the Director, Assistant Director, Principal, Dean of Students/Special Projects Coordinator, Teacher's Aids, Substitute Teachers, confidential, managerial, supervisory, and craft employees.

#### **ARTICLE II**

## General Association Rights

#### 2.1 Agenda

The Director or designee shall post notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purposes of each meeting at least five - (5) days prior to the scheduled meeting on the bulletin board in the teacher's lounge. The Director or designee shall also provide a copy of the agenda and Board packet, excluding closed-session materials, to the President of the Association.

#### 2.2 Executive Board Minutes

One copy of all approved open session Executive Board minutes shall be given to the Association President and one copy posted on the bulletin board in the teacher's lounge within (10) days after the official adoption of the minutes.

#### 2.3 Copies of the Agreement

Within thirty- (30) days after the adoption of this Agreement the Executive Board shall prepare on- (1) copy of the Agreement for each full-time or part-time regularly employed teacher and each new employee thereafter and provide such copies to the Association. The cost of reproduction shall be shared equally by the Executive Board and the Association. The Association shall pay its cost prior to receiving copies of the Agreement.

Reproduction costs shall be computed on an actual cost basis using material, labor and machine cost factors. However, cost shall not exceed ten - (10) cents per page.

#### 2.4 Use of School Building

The local Association shall have the right upon notification to the Director or his designee to use the school building at a time when school is not in session provided that such use does not interfere with instructional programs or building activities. The Director or his designee shall approve all meeting areas. Whenever special custodial service is required, the Executive Board may make a reasonable charge for the service.

## 2.5 Authorized RepresentationCampus

Representative of the IEA/NEA shall not be prohibited from meeting with KACC staff members during non-class time periods provided they comply with established visitor policies.

#### 2.6 School Bulletin Board and Mailboxes

The local Association shall have the right to purchase and install in the teacher's lounge a bulletin board. Said board not to exceed three (3) feet by five (5) feet in size.

The bulletin board shall be for the exclusive use of the local association except that no political literature shall be posted on said board.

#### 2.7 Labor Management Meeting

The Executive Board and the Association shall establish a Labor/Management Committee to meet quarterly, as requested. This committee will maintain a line of open communication to address concerns of the Association and administration.

The Director of the Career Center and the President of the Association shall serve on the Committee. Each party may then appoint one (1) additional committee member. Both parties when possible shall mutually agree to times, dates and location for the meetings.

#### 2.7.1 Annual Program Meetings

In March of every year, the KACC Administration shall conduct program meetings with all the Teachers/Instructors of each program, share the preliminary student numbers and discuss any possible program changes for the next school year.

#### 2.8 Executive Committee Meeting

The Association shall have the right to send one member, without loss of pay; to the morning monthly meeting provided there is no cost to the Career Center.

#### **ARTICLE III**

#### Grievance Procedure

#### 3.1 <u>Definitions</u>

A. A grievance is a claim by the Association, teacher, or group of teachers involving an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

B. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall

consist of all weekdays.

C. Nothing contained herein shall be constructed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of the agreement.

#### 3.2 Procedure

The parties hereto acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

- A. The grievant or Association shall present the grievance in writing within ten (10) days of the occurrence of the event giving rise to the grievance, specifying the article and clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The Director shall provide a written answer to the grievance of the aggrieved teacher with ten (10) days after the receipt of the grievance.
- B. If the grievance is not resolved at step A, the teacher or Association may refer the grievance to the executive Board. The Executive Board shall allow the grievant to present his alleged violation of the Agreement at the next regularly scheduled Executive Board meeting if given at least five (5) days written notice of the appeal before such regularly scheduled meeting. If an appeal is made within less than five (5) days of the regularly scheduled Executive Board meeting, the Executive Board shall hear the grievance at the next regularly scheduled board meeting. If the appeal is not filed within ten (10) days of the Director's decision, the grievance shall be deemed withdrawn. The Executive Board shall render a decision within ten (10) school days of the Executive Board grievance hearing.
- C. If the Association is not satisfied with the disposition of the grievance at Step B or the time limits expire without the issuance of the Executive Board's written reply, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date for the Step B answer, then the grievance shall be deemed withdrawn.
  - 1. The arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issues presented to him in writing by the Vocational School District and the Association, and his decision must be based only upon the express relevant language of the Agreement.
  - 2. Each party shall bear the full costs for its representation in the grievance procedure.
  - 3. If either party requests a transcript of the proceeding, that party shall bear full costs for that transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Executive Board and the association.

- 4. Each party shall share equally the cost of the arbitrator and the AAA.
- D. Failure of a teacher or Association to act on any grievance within the prescribed time limits will bar any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. Time limits shall be extended by mutual consent.
- E. Any investigation, handling, or processing of any grievance by the grievant shall be conducted so that instructional programs and related work activities of the grievant or the teaching staff is not interrupted.
- F. Step A of the grievance procedure may be bypassed and the grievance brought directly to Step B. If mutually agree, a grievance may be submitted directly to arbitration.
- G. If the Executive Board and Association mutually agree, a grievance may be submitted directly to arbitration.
- H. Class grievances involving one or more teachers may be initially filed by the Association at Step B.
- I. The executive Board acknowledges the right of the teacher to have a local Association and/or IEA representative present if the grievant requests one at Step A or Step B, and any Association representative, if the grievantrequests one, present at Step C. No teacher shall be required to discuss any grievance if the Association representative is not present.
- J. No Reprisals. No reprisals shall be taken by the Board or theadministration against a teacher because of his participation in a grievance.
- K. With the Director's approval, the grievant may be released from his/her regular assignment without loss ofpay or benefits to attend the meetings specified in 3.2 A-C.
- L. All records related to a grievance shall be filed separately from the personnel files of the teachers.
- M. A grievance may be withdrawn at any level without establishing precedent.
- N. If the Association or any teacher files any claim or complaint in any forum other than under the grievance procedure of this Agreement, then the Executive Board shall not be required to process the said claim or setoffacts through the grievance procedure.

## **ARTICLE IV**

#### Leaves

#### 4.1 Sick Leave

- A. Regular certified staff be entitled to 13 sick leave days per year. Each full-time teacher who has accumulated one hundred and fifty (150) unused sick days at the end of the previous year shall receive fifteen (15) sick days the next school year.
- B. Unused sick leave shall accumulate to a maximum of 340 days, including leave of the current year.
- C. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness, or death in the immediate family.

- D. For the purpose of sick leave, "immediate family" shall include mother (stepmother, mother-in-law), father (stepfather, father-in-law), spouse, brother (stepbrother, brother-in-law), sister (stepsister, sister-in-law), daughter (stepdaughter, daughter-in-law), son (stepson, son-in-law), grandmother, grandfather, granddaughter, grandson, legal guardian, others standing in the place thereof, and any person living in the household of the bargaining unitmember.
- E. After an absence of three (3) consecutive working days for personal illness, the employee may be required to furnish a physician's certificate of treatment.
- F. The Director and/or his/her designee shall review excessive absenteeism or a recurring pattern of absenteeism. The Director at any time may request a physician's statement from an employee suspected of abusing sick leave.
- G. Teachers who are hired on permanent extended contracts that are of at least 10 months shall receive an additional sick leave day per month of extension over and above the days specified above.

#### 4.2 Bonus For Accumulated Sick Leave

When a teacher has met the TRS guidelines for unused sick days (number of days required for 1 year credit) to maximize an individual's retirement, the Executive Board shall pay \$50.00 per day for all unused sick days. Unused sick days means days not used for sickness and not towards service credit. The payments set forth in this paragraph are not creditable earnings for TRS purposes. Payments will be made ninety (90) days after the employee's last work day or last regular paycheck, whichever is later. Should the employee's retirement cause the Career Center to incur any penalties or non-refundable, one-time contributions to TRS then the employee will be ineligible for the severance payment set forth in this paragraph.

#### 4.3 Personal and Funeral Leave

Employees may utilize up to three bereavement days with sick/personal in the case of immediate family without loss of pay or benefits. The use of personal days before or after a holiday shall be limited to one (1) teacher per day. Any unused personal days will be converted into the employee's sick bank only at the end of the year. Bereavement days shall be used for anyone in the employee's immediate family as defined in section 4.1 (D) or close friend without loss of pay or benefits. An employee desiring the use of bereavement leave shall make such requests as soon as possible before the intended day. An employee wishing to use personal leave shall make such request as least 2 working days before the intended day. The Director retains the authority to waive the 2-day restriction. In addition, the Director retains the authority to approve or disapprove any or all such personal leave requests in excess of (1) day. This section is not subject to a Grievance by the Union.

#### 4.4 Right to Review - Personnel File

The official file of all materials related to a teacher shall exist at the Director's Administrative Office. The teacher shall acknowledge all materials placed in the teacher's file by affixing his/her signature and date on the actual copy. The teacher's

signature shall not indicate agreement with contents of the material. Also, the teacher shall have the right to attach and place therein written reactions to the comments.

The teacher may review his/her file upon twenty-four (24) hours written advance notice submitted to the Director or designee during the regular business hours established by the Administrative Office or at a time mutually agreeable with the Director and the teacher. The teacher may not remove any material from said file, however teachers have a right to make a copy of the contents of their file, and must review the content of his/her file in the presence of the Director or designee.

#### 4.5 Jury Duty

- 1. If a teacher is selected for jury duty or is subpoenaed to testify for school-related business, the District shall pay full salary during the time an employee is on jury duty provided the employee submits official court certificate of attendance.
- 2. An employee shall make every effort to give notice ofpending jury duty to the District no later than five (5) school days prior to the employee serving.
- 3. Absence for jury duty, or if subpoenaed to testify for school-related business, shall not constitute a basis for deducting from the teacher's sick leave accumulation.

#### ARTICLE V

#### Conditions of Employment

#### 5.1 Work Day

The regular workday for all full-time teachers shall be from 8:15 a.m. to 2:40 p.m. The daily schedule shall be:

8:15 a.m.	10:15 a.m.	Session 1
10:15 a.m.	10:25 a.m.	Break
10:25 a.m.	12:15 p.m.	Session 2
12:15 p.m.	12:45 p.m.	Lunch
12:45 p.m.	2:40 p.m.	Session 3

Teachers shall be present 10 minutes prior to Session 1 and 10 minutes after the students depart.

Exceptions to the regular workday are as follows:

- A. Public Event
- B. Two meetings may be scheduled by the director per month one meeting shall

be held between 2:45 p.m. and 3:30 p.m. the other shall run between 2:45 p.m. and 3:45 p.m. (Except for emergencies)

a. Notification of Absence: If a teacher anticipates missing a meeting, they must inform the principal as soon as possible

#### b. Excused Absences:

- Absences that can be verified through a third-party note or proper documentation to support absences.
- c. If the absence is excused, no further discussions/action will be required and no personal/sick time will be used.

#### d. Unexcused Absences:

- For the first unexcused absence, the teacher will have a verbal conversation with the principal.
- For the second unexcused absence, the teacher will face further disciplinary action.
- e. For the first unexcused absence, the teacher will have a verbal conversation with the principal.
- f. For the second unexcused absence, the teacher will face further disciplinary action.
- C. Scheduled Parent/Teacher Conference
- D. Program Advisory Committee Meetings
- E. Hours for Cosmetology program may be extended to 4:30 p.m. depending on need, which usually will be determined prior to the beginning of the school year. The teacher shall be compensated for time worked beyond seven hours per day as stated above, based on that teacher's calculated hourly rate. Should this result in extending a teacher's schedule beyond forty (40) hours; the teacher shall be compensated time and one-half.

#### 5.1.1 Zero Hour

Zero slot shall be defined as an additional slot/class scheduled before the regular start of KACC 1<sup>st</sup> slot classes.

- a) No instructor shall be required to teach/hold a "zero slot." It shall be an option presented to the instructor having the opportunity to accept or decline the opportunity.
- b) Pay for zero slot shall be:
  - a. An instructor's annual pay divided by three (3)
  - b. The amount determined after dividing the salary shall be added to the overall existing salary amount of the instructor by 1/3.
  - c. Pay will be reported to TRS as creditable earnings.
- c) Zero Slot shall be consistent with all other slots in time frames. (1.5 hours)
- d) Enrollment shall also be consistent with all three slots.

#### 5.2 Work Year

- A. The teacher's work year shall consist of one hundred eighty (180) days.
- B. During one of the in-service days at the start of the school year, teachers shall be provided a minimum of (4) consecutive hours to prepare for their students.
- C. At the request of individual teachers, and upon approval of the Director and the Executive Committee, teachers may be provided up to two (2) paid days prior to the opening of each school year for the purpose of preparing for the new year.
- D. Each teacher shall be provided a ten (10) minute break between the first and second attendance slots each day.
- E. The work week for the teachers in Cosmetology may be extended to Saturdays or Saturday substituted for Monday, depending upon the position of the teacher and/or need as determined by the number of students. All schedules shall be determined by the KACC Director as recommended by the Cosmetology Administrative Coordinator and usually established prior to the beginning of any school term. Other than the above, Cosmetology teachers shall follow the Career Center calendar. Institute days and workshop days and holidays shall be considered in-determining-the -teacher's- schedules. Should the teacher's schedule involve hours extended beyond forty (40) hours, the teacher shall be compensated time and one-half based on that teacher's calculated hourly rate.
- F. The work year for teachers of Cosmetology may be extended beyond the Career Center calendar to include summer school. Hours and compensation will be as detailed in subsection 5.2 F and subsection 5.1 E.

#### 5.3 Public Events

A yearly public event will be scheduled at the director's discretion. The teachers agree to be present at the public event. For services rendered the board agrees to pay the teachers an honorarium of \$175. When the public event falls on a weekend, the teachers will be given one day off additional compensation as mutually agreed upon by the director and teachers.

It is understood by all parties that the public event shall not exceed six (6) hours per day, with one-half hour break.

Teachers will be paid a \$25 per hour set-up and a \$25 per hour takedown fee.

#### 5.4 Duty Free Lunch

Each full-time teacher shall be entitled to a duty free lunch period of not less than thirty (30) minutes in length.

## 5.5 Disciplinaly Conference

Whenever a teacher is required to meet with the Director or to appear before the Executive Board of Administration concerning a matter of his/her discipline, the teacher shall have the right to have an Association representative present.

#### 5.6 Vacancy Notices

The Director or designee shall post on the bulletin board in the teacher's lounge any notice of teacher and employee vacancies and/or newly created teaching positions. An email will also be sent to staff 72 hours prior to public notice of a job posting.

#### 5.7 Policy Review Committee

Develop a Career Center Policy Review Committee that will meet up to four (4) times per year as requested. Said committee shall be made up of three (3) teachers appointed by the Association, the Director, and the Principal. The responsibility of this committee is to review Career Center policy, such as grading, discipline, etc. and recommend revision, additions and/or deletion in the policy to the Board (in most cases after review by the principals of the participating school districts). The purpose of this article is to give the teachers an avenue to express their concerns and give positive input into policymaking that affects their working conditions.

#### 5.8 Supply Budgets

Teachers will tum in classroom supply requisitions (not office supplies) to the director by May 15 of each year showing most current catalog/vendor prices and prioritized by order of importance to the course. The teachers shall, before developing the requisition, inventory current stock of supplies and requisition only quantities to bring total stock up to needed amounts. Approval of any requisition is up to the discretion of the director.

The director will notify teachers as to the status of requisitions before the last dayof school. Supply lists will be bid out during the summer and on the first day of school teachers will receive status of actual purchases.

#### 5.8.1 Teacher Evaluation Plan

The Association and the Board agree that the Teacher Evaluation Plan shall be reviewed and necessary changes be made on a yearly basis. A minimum of one member of the association appointed by the association will actively participate in this review.

## 5.8.1.1 Association, Executive Board, and KACC Administration Meetings

The Executive Board Leadership Team, The Association Team, and The KACC Administration Team agree to meet twice per year to discuss issues relevant to the Career Center. Each team shall consist of a minimum of 2 members and a maximum of 3 members. These meetings can be cancelled if agreed by all 3 teams.

## 5.8.2 Telephones

The center administration shall provide a phone in the lower floor office and a phone in the upper floor office for teacher use. However, these phones shall not have access to long distance calls except through the Main Office.

#### 5.8.3 Club Sponsors

Any instructor who is approved by the Director to be a sponsor of a State and/or nationally chartered vocational-technical club, shall be paid a stipend, as stated below, for each school year. Said stipend shall be paid as an amount separate from the regular payroll check on the first pay period in June. In order to qualify for the stipend, the club must be operating the entire school year. Any club sponsor who is on a pre-approved overnight, weekend or summer trip shall receive an additional stipend of \$75 per day not to exceed 10 days.

If an instructor starts a club and receives the Director's approval during a school year, the stipend would begin the following school year. Several courses may be under the umbrella of a particular chartered organization. In such cases, each involved would be (title-of-course) chapter of the (name of-club):-If-a-course chapter has more than one teacher, the approved sponsor shall be designated according to seniority in the Career Center and revolve yearly.

The Executive Committee and the Association agree that there must be criteria to validate sponsorship of a local chapter of a state and/or national organization. The sponsor must meet these criteria to receive Director's approval to begin and continue the club. Said criteria are listed below:

- 1. The sponsor must establish goals for the local chapter that would be published in a new Career Center brochure entitled "Kankakee Area Career Center Student Organization" to be given to all new students.
- 2. The local chapter must have elected officers.
- 3. The local chapter must be open to students from all Career Center sessions.
- 4. The approved sponsor must validate time spent outside of the regular Career Center schedule.
- 5. The sponsor will set and publish the local chapter-meeting schedule on the classroom and main office bulletin boards. The Director and Principal shall receive a copy of said schedule and be notified in writing as to meeting time and date changes.
- 6. The local chapter is responsible for payment of its own dues to the state and/or national organizations.
- 7. The local chapter shall develop and execute, with Director's approval, amajor

- yearly project or several projects in concert with recognized community service organizations.
- 8. The activities of the local chapter shall benefit the needs of the students.
- 9. Funds gathered by the local chapter shall be dispersed for the benefit of the students involved. There shall be no more than \$100 carry over from one year to the next by any local chapter. Excess funds must be spent on somethingthat benefits the students and that has a relationship to the courses the localchapter represents. The sponsor shall quiz the students, make suggestions and receive final approval from the Director before funds are expected.
- 10. The local chapter sponsor must submit to the Director a yearly final report of the organization's activities and accomplishments.
- 11. The sponsors shall provide to the Director written news releases on club achievements throughout the year and encourage students to writearticlesfor the Career Center social media "Facebook, Twitter, Instagram, GooglePlus."
- 12. New club proposals must be made at the end of previous year by May 15<sup>th</sup>.
- 13. New club proposals must validate a reason or need for club to exist.
- 14. New club proposals must submit one semester lesson plans at time of proposal.

The Executive Board and the Association agree that local chapters may be established to the following chartered organizations:

- 1. Skills (SkillsUSA)
- 2. Auto Tech Club
- 3. Other state/national chartered organization relating to courses involved.

#### Stipend:

F	
One (1) SkillsUSA Lead Sponsor Stipend\$1,70	10
Two to Three (2-3) SkillsUSA Assistant Sponsor Stipends	
One (1) Auto Tech Club Sponsor stipend\$1,20	

The viability and approval of all clubs will be reviewed annually by the Director.

#### 5.8.4 Skills USA

The Executive Board shall determine on an annual basis the number of programs allowed to participate in the Skills USA competition. The Center shall have the opportunity to send up to seven (7) members to coach and/or supervise participating students; preference will be given to sponsors and staff for whom their students are competing.

#### 5.9 Paraprofessionals

Should the administration determine the need to reassign a paraprofessional fromone class to another, the administration must consider the safety of students and the daily lesson plan in the class said paraprofessional is proposed to be reassigned from. Administration shall consult the instructor of the assigned paraprofessional's class in an effort to determine the feasibility of the reassignment. All measures will be taken to ensure consistency in the Career Center programming.

#### 5.10 Student Enrollment

Should an instructor determine assistance is needed teaching a given subject due to the rigors of the curriculum as well as the enrollment, said instructor may request a meeting with the KACC director to discuss additional support (i.e. additional instructor and/or paraprofessional) to be assigned to the requesting instructor's class. Union representation shall be allowed to attend said meeting and it shall be documented.

If an agreement is not attained, said instructor shall then have the ability to present the argument to the KACC board of directors for implementation. Said presentation shall be documented as well as allow union representative to be present.

#### ARTICLE VI

#### 6.1 Seniority List

On or before February 1 annually, the Employer shall publish a seniority list. Each employee shall have until February 15th of the year to notify the Director or designee in writing of any discrepancies in the seniority list. The list shall rank all teachers in order of seniority in the District by Department, the date of the teacher's initial hiring, the number of years of seniority and the department (subject) area the teacher is legally qualified to teach (as per Document 1, the Regional Superintendent's Approval and State Approval)

Teacher will automatically be placed on the appropriate seniority list in the departments the teacher is currently teaching in an in which teaching certificates are currently registered. To achieve placement in another subject area (department) it shall be the obligation of the teacher to apply and show proof of state certification and qualification by the State Board of Education.

A final seniority list will be published on or before March 1 of the school year. The list will not change between March 1 and February 1 of each year.

These rules regarding seniority apply to the teacher's seniority in the Kankakee Area Career Center.

#### 6.2 Dues Deductions

The Executive Board shall deduct from the teacher's pay the current dues of the Association provided the Board has an Employee-executed authorization for annual dues deduction. The Association shall annually certify the amount. In order for the Executive Board to deduct the appropriate amount from the teacher's pay check, the teacher must deliver such form prior to September 1 of each year or ten (10) days prior to the teacher's first pay, whichever is earlier.

Pursuant to such authorization, the Employer shall deduct one-tenth (as possible) of such dues from the regular-salary check-of the teacher-each month for tenC-1Otmonths, beginning in September and ending in the month of June each year.

The Employer shall remit said deducted dues to the Association within ten (10) days following the pay period deduction. The Executive Board shall not be responsible for past or overdue dues deductions.

#### **ARTICLE VII**

#### Negotiations Procedure

- 7.1 Each party shall select its own representatives not to exceed four (4) in number. Each team will have a designated spokesperson.
- 7.2 Bargaining sessions shall be closed to the public. Dates of meetings shall be determined by mutual agreement. Meetings shall generally last two (2) hours, except either party may adjourn a session at an earlier time and both parties may mutually agree to extend a session.
- 7.3 Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals, and to seek tentative agreements. Tentative agreements shall be reduced to writing and initialed by the spokesperson of the respective teams at the meeting, when the tentative agreement is reached, and upon final agreement the entire contract shall be submitted to the Association for ratification and subsequently to the Executive Board prior to submission to the Administrative Executive Board for ratification.
- 7.4 All items proposed for negotiations shall be presented in writing by the Association at the first session and thereafter shall not be expanded. The Executive Board Team will presenting writing their counter-proposals within thirty-five (35) days of the date they received the Association's initial package.
- 7.5 If impasse occurs, the Federal Mediation and Conciliation Services shall be contacted for mediation purposes. If FMCS is unavailable for mediation services, the IELRB shall be notified.
- 7.6 Bargaining for a successor agreement shall begin no earlierthan March 1 and no laterthan May 1 of the last year of the Agreement.

#### **ARTICLE VIII**

## Salary and Compensation

#### 8.0 Service and Seniority Recognition

The following seniority bonus payments shall be made each year of this Agreement to teachers with the following completed years of full-time service to the Career Center:

5 Years:	\$500
10 Years	\$1,000
15 Years	\$2,000
20 Years	\$3,000
25 Years	\$4,000

#### 8.1 Salary

For the 2024-2025 school year, full-time teachers will be placed on a salary matrix

For the 2025-2026 school year, full-time teachers will receive a base salary increase of 4.5% of their base salary.

For the 2026-2027 school year, full-time teachers will receive a base salary increase of 4.0%.

#### 8.2 Insurance

In the school year 2024-2025, the Executive Board shall pay \$800.00 toward the monthly premium for Hospitalization/Health Insurance, Dental, Optical and Prescription drugs for each full time employee who chooses to take health care for this year.

In the school year 2022-2023, the Executive Board shall pay \$825.00 toward the monthly premium for Hospitalization/Health Insurance, Dental, Optical and Prescription drugs for each full time employee who chooses to take health care for this year.

In the school year 2023-2024, the Executive Board shall pay \$850.00 toward the monthly premium for Hospitalization/Health Insurance, Dental, Optical and Prescription drugs for each full time employee who chooses to take health care for this year.

If the premium for the approved plan exceeds \$900.00 per month the Board and the employees agree to share the cost of that portion of the monthly premium that exceeds \$900.00.

During open enrollment, employees shall be allowed to choose between the health plan options selected annually by the insurance committee. If any of these plans is eliminated, the Association will be allowed to choose another plan that most closely resembles the current plan.

If an employee chooses an H.S.A. plan option, the Executive Board shall pay the dollar savings between the Executive Boards monthly Health Insurance contribution and the H.S.A plan premium to those employees' Health Savings Account on a quarterly basis.

The Executive Board shall provide-\$75,000 in term life insurance for all employees.

Any full time tenured teacher, who is reduced to part time, but no less than 50% of full time, shall continue to receive the same insurance benefits as the full time employees for the first two years of reduced employment. Otherwise, insurance benefits shall be pro-rated to the part time employee. This benefit shall be subject to eligibility requirements of the insurance plan. A teacher's insurance benefit(s) shall run from September 1 until August 31 and shall renew annually.

#### 8.2.1 Insurance Committee

The Executive Board and the Association shall form an insurance committee for the purpose of investigating and recommending changes in the provision of health services. The committee shall include three (3) people appointed by the Association and three (3) people appointed by the director. Recommended changes may be implemented upon the approval of the Executive Board Leadership Team, KACC Director and Association.

## 8.3 Sheltering Teacher Retirement Contribution

The Board agrees to pay the teachers' required TRS employee contribution rate up to a maximum of 10.375%.

#### 8.4 Graduate Hour Credit

Teachers who earn graduate hour credit will be advanced on the salary schedule provided the following requirements have been met:

- 1. The teacher shall present a request for course subject approval to the Director in advance.
- 2. The Director accepts or rejects the course based on its pertinence to the area of Education or as the course related to the subject(s) taught.
- 3. Once advance approval for the course is given and the course is taken, the following conditions must be met prior to the teacher receiving the appropriate salary schedule placement:
  - All hours must be earned at an accredited college/university.
  - A copy of an official transcript from that university demonstrative successful completion must be on file in the Districts' Administrative Office no later than September 1.
  - Teachers shall advance to the appropriate earned step on the salary schedule at the beginning of the academic year.

#### 8.4.5 Professional Development

Teachers shall be reimbursed for professional development such as seminars and workshops that are assigned and/or approved in advance by the director. Such reimbursement shall include mileage, hotel expenses as approved by the director, meals and registration. Expense vouchers must be submitted along with request for reimbursement.

Teachers shall be reimbursed up to \$150 per credit hour for a maximum of nine (9) credit hours or \$225 per credit hour for a maximum of 6 credit hours of college course work per year pertaining to their particular field with advanced approval of the director.

#### 8.5 Mileage

For teachers who use their personal vehicles for director assigned and /or approved career center business, the Career Center shall reimburse the teacher at the IRS rate for business travel as applicable July 1 of each year for each year of this contract. The IRS rate shall be effective from July 1 to June 30 of each year thus covering the entire covered school year. The new rate for each year will be posted. The director has the authority to accept orreject any or all requests for mileage reimbursement based on prior approval of the director. Expense vouchers must be submitted along with the request for reimbursement.

#### 8.6 Pay Dates

Teachers shall receive twenty-four (24) paychecks per work year, on a bi-monthly basiswith pay dates being the 15<sup>th</sup> and 30<sup>th</sup> of each month. The first check shall be received on or before the 30<sup>th</sup> day of August and continue on the 15<sup>th</sup> and 30<sup>th</sup> day of each month thereafter. Before the 15<sup>th</sup> or 30<sup>th</sup> of any month falls on a weekend or holiday, payment will be made electronically or mailed the previous business day.

#### 8.7 Initial Salary Determination

Upon initial employment, a non-degreed teacher shall be placed on the Non-degreed column. The non-degreed teachers with less than sixty (60) college hours may be moved on (1) step vertically for each two years of verified work experience beyond six(6)years of verified experience for a total of fifteen (15) steps. (See Appendix A)

Non-degreed teachers with less than sixty (60) college hours and have prior teaching experience shall be moved one (1) step vertically for each year of experience with an additional step for each two (2) years of verified work experience beyond six (6) years of verified work experience for up to eight (8) steps. The non-degreed teacher with sixty (60) college hours/associates degree and have prior teaching experience shall be moved on (1) step for each year of experience with an additional step for each two (2) years of verified work experience beyond six (6) years for up to fifteen (15) steps. (See Appendix A)

The degreed teacher shall be placed on the appropriate degreed column and may be moved one (1) step for each year of teaching experience and an additional step for each two (2) years of verified related work experience beyond six (6) years of verified work experience

up to a total of FIFTEEN (15) steps. (See Appendix A)

The director retains the sole authority to determine which step is appropriate and his decision shall not be subject to grievance procedures. All work experience has to be identified and verified after which nothing can be added for purposes of the salary schedule. For purposes of promotion, work experience not previously provided to the teacher's file is not valid for consideration.

## 8.8 Horizontal Movements on the Salary Schedule

Horizontal movement on the salary schedule shall be granted for current employees of the 1989-90 school year only on the following with prior signed approval of the director on the proper form for verified training experience beginning in the 1990-91 school year for all of the below except (A) as explained below:

- A. College classes education and those related to teacher's professional field retroactive to the 1986-87 school terms.
- B. Trade association programs sixteen (16) hours of class time equals one (1) college equivalency credit. The Director may accept or reject the credit based on its pertinence to the area of education or as the program relates to the subject(s) taught.
- C. Private company seminar sixteen (16) hours of class time equals one (1) college equivalency credit. The Director may accept or reject the credit based on its pertinence to the area of education or as the program relates to the subject(s) taught.

#### 8.8.1 Continuing Education Salary Increases

Teachers shall earn additional salary increases for meeting the following benchmarks:

From No Degree to Associate's Degree	\$1,900
From Associate's Degree to Bachelor's Degree From	\$2,300
Bachelor's Degree to Bachelor's plus 16 hours From	\$1,500
Bachelor's plus 16 hours to Master's Degree From	\$3,000
Master's Degree to Master's plus 16 hours	\$1,800
From Master's plus 16 hours to Master's plus 32 hours=	\$1,800

Teachers eligible for these salary increases shall have them added to their salary at the beginning of the school year following completion of hours/degree.

Teachers will also receive one-time bonuses (not to become part of base salary) of \$400 for attainment of the education benchmarks.

A one-time bonus shall be available for a teacher who reaches an Associate's degree plus 30 credit hours or 90 credit hours while pursuing a Bachelor's degree.

Teachers eligible for these bonuses shall receive them at the beginning of the school year following attainment of the educational benchmark.

#### 8.8.2 Salary for Part-time Teacher

Part-time teachers shall receive a proportional amount of the salary increases in Sections 8.1 and 8.8.1 according to their contracted time, i.e., 1/3 time, or 2/3 time.

#### 8.8.3 General Contractor Duties

Payment for "general contractor" duties which include securing proper permits, applications, inspections, material/labor bids, and time outside of negotiated contract hours necessary for the initiation and/or completion of the "house project" shall be an annual payment for these activities in the amount of seven thousand, eight hundred dollars (\$7,800.00) and shall be considered a one-month extended contract. Said position shall be offered to the most senior construction teacher.

## 8.8.4 Prescription Safety Glasses

In-shop based classes (Auto Tech, Collision Repair, Construction and Welding) require the use of safety glasses. The Career Center shall reimburse Instructors up to \$250 for the cost of prescription safety glasses. This benefit shall be available once every twenty-four (24) months. Instructor must submit reimbursement form with receipt attached.

#### 8.8.5 C.N.A. Department Chair

The C.N.A. Clinical Department Coordinator will oversee the Certified Nursing Assistant program within the school. This will involve coordinating clinical rotations, managing the master schedule, and maintaining compliance with Illinois state regulations and industry standards and duties outlined in the job description. Payment for these activities annually shall be four thousand five hundred (\$4,500) paid at the end of the school year.

## 8.8.6 KACC Mentoring Program

After discussion with the administration, mentors will receive the mentor/mentee document containing expectations for the mentor for the mentoring experience as well as a list of recommended topics to be covered by the mentor and mentee. The mentoring program is a one-year experience. The stipend of \$725 will be paid after the completion of the assignment which will be the last day of the school year.

#### 8.8.7 Substitutes transition to full-time teachers

In the event that a substitute teacher is offered and accepts a full-time teaching position at the Kankakee Area Career Center (KACC), the following terms will apply to their salary:

- a) **Retroactive Salary Adjustment**: The substitute teacher's salary will be retroactively adjusted to reflect the full-time teacher salary scale starting from the initial date of employment of their most recent assignment as a substitute. This retroactive adjustment will ensure that the teacher receives the difference between the substitute pay and the full-time teacher salary for the most recent period they served as a substitute.
- b) **Calculation of Retroactive Pay:** The retroactive pay will be calculated based on the difference between the substitute teacher's daily rate and the full-time teacher's daily rate, multiplied by the number of days served as a substitute before transitioning to the full-time position.
- c) Eligibility: This retroactive salary adjustment policy applies to any substitute teacher who transitions to a full-time teaching position within the same academic year of their most recent substitute assignment.

#### **ARTICLE IX**

#### Terms of Agreement

#### 9.1 No Strike/No Lockout

During the terms of the Agreement, employees shall not participate in a strike in whole or in part. Strike means an employee's refusal in concerted action with others to report for duty, or his/her willful absence from his/her position, or his/her stoppage of work, or his/her absence in whole or in part from the full, faithful or proper performance of his/her duties of employment, for the purpose of inducing, influencing or coercing a change in the conditions, compensation, rights, privileges or obligations of public employment. The Employer shall not implement any lockout of employees during the term of this agreement.

#### 9.2 Savings Clause

Should a court of competent jurisdiction declare any article, section, or clause of this Agreement illegal, 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 for the duration of this Agreement.

## 9.3 Complete Understanding

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.

The Association agrees that all negotiable items have been discussed during the negotiations le<1 ding to this Agreement, and agrees that negotiations will not have to be re-opened on any item, whether contained in this agreement or not, nor will negotiations be re-opened on the

effect of any permissible management action, during the life of this agreement. The operating of schools and the direction of staff are vested exclusively in the Administrative Executive Board.

#### 9.4 Management Rights

The Executive Board shall not be required to bargain over inherent managerial policy, which shall include the following areas of discretion, or policy:

- A. The Functions of the Executive Board
- B. Standard of Service
- C. The Executive Board's Overall Budget
- D. Selection of New Employees
- E. Assignment and Transfer of all Employees

#### 9.4.1 Discipline

- 1) Both the Board and Union agree with the tenets of progressive, corrective discipline. If an employee is to be suspended without pay or terminated for disciplinary or job performance reasons (i.e., not for reduction-in-force, or probationary teacher nonrenewal), the administration shall provide the employee with written notice of the following:
  - a) Reasons for the unpaid suspension or employment termination recommendation;
  - b) The date(s) and duration of the suspension or the date the termination recommendation will be acted on by the Board; and
  - c) Notification of the employees' right to request a meeting on the reasons for the unpaid suspension and/or termination with the Director, with a representative of the Union, if the employee so elects.
  - d) The employee has the right to request a meeting with the Executive Board prior to the vote on a termination recommendation. The Board's decision shall be considered final and is subject to the grievance and arbitration procedures set forth in the Agreement, except for the dismissal of a tenured teacher which may only be appealed per Article 24 of the School Code.

#### Employee Discipline

The Board generally agrees to follow the steps of progressive discipline as follows:

- 1) Verbal Warning
- 2) Written Warning
- 3) Suspension without pay
- 4) Termination

However, nothing shall require the Board to exhaust any or all of the listed disciplinary techniques when a determination has been made of the need to discipline an employee.

If disciplinary materials are to be placed in an employee's personnel file, the employee shall receive a copy of the materials within five (5) school days.

2) After five years, written warnings or memos documenting verbal warnings shall be removed from the file if there are no other incidents.

#### Curriculum Development Articulation 9.5

Teachers shall be paid thirty-eight dollars (\$38) per hour plus mileage for curriculum development/articulation upon request and approval of the director.

#### Retirement Recognition 9.5.1

In the event the Director and/or Board determines a "retirement incentive package" would be in the best interest of the Career Center, the Board shall notify the association of its desire to discuss said package with individuals near retirement and the association.

#### 9.5.2 Sub Pay

All in house sub pay will be at the rate of \$35 per session when the class size exceeds 15 students. In any one class that has multiple instructors, wherein one teacher is absent, the remaining instructor shall receive sub-pay if a substitute is not obtained.

#### Bus Driver student Transportation 9.5.3

Teachers will not be required to transport students.

#### 9.6 Duration

This agreement shall be effective October 1, 2024, and shall remain effective until June 30, 2027.

9.7 This Agreement is signed this 14th day of NOVEMber

, 2024.

For the Kankakee Area Career Center Association

Union President

For the Administrative Executive Board Kankakee Area Career Center

KACC Board President

Union Secretary

KACC Board Secretary

FY25-Starting

	ND		AS	BS	BS+16	MS	MS+16	MS+32
1		\$45,000	\$46,500	\$48,500	\$50,000	\$52,000	\$53,500	\$55,000
2		\$45,540	\$47,058	\$49,082	\$50,600	\$52,624	\$54,142	\$55,660
3		\$46,086	\$47,623	\$49,671	\$51,207	\$53,255	\$54,792	\$56,328
4		\$46,640	\$48,194	\$50,267	\$51,822	\$53,895	\$55,449	\$57,004
5		\$47,199	\$48,772	\$50,870	\$52,444	\$54,541	\$56,115	\$57,688
6		\$47,766	\$49,358	\$51,481	\$53,073	\$55,196	\$56,788	\$58,380
7		\$48,339	\$49,950	\$52,098	\$53,710	\$55,858	\$57,469	
8		\$48,919	\$50,549	\$52,724	\$54,354	\$56,528		
9		\$49,506	\$51,156	\$53,356	\$55,007	\$57,207		
10		\$50,100	\$51,770	\$53,997	\$55,667			
11		\$50,701	\$52,391	\$54,645	\$56,335			
12		\$51,310	\$53,020	\$55,300	\$57,011			
13		\$51,925	\$53,656	\$55,964	\$57,695			
14		\$52,548	\$54,300	\$56,635	\$58,387			
15		\$53,179	\$54,952	\$57,315				
16		\$53,817	\$55,611	\$58,003				
17		\$54,463	\$56,278	\$58,699		- 10 - 20 - 10 - 10 - 10 - 10 - 10 - 10		
18		\$55,116	\$56,954	\$59,403	\$61,240			
19		\$55,778	\$57,637	\$60,116	\$61,975	·		
20		\$56,447	\$58,329	\$60,838	\$62,719	\$65,228	\$67,109	\$68,991
		Y24	FY25	FY26-4.5%	FY27-4.0%			
GB		500.00	\$59,797	\$62,488	\$64,987			
TB		148.88	\$51,925	\$54,262	\$56,432			
MB		,962.88	\$51,481	\$53,798	\$55,950			
MG		453.92	\$55,116	\$57,596	\$59,900		20	
вн		,932.16	\$54,436	\$56,886	\$59,161			
GH		,936.88	\$56,447	\$58,987	\$61,347			
MIJ		,285.84	\$62,935	\$65,767	\$68,398			
ML		,453.92	\$55,300	\$57,789	\$60,100			
TM		,352.08	\$49,671	\$51,906	\$53,982			
CHI.		,000.00	\$62,719	\$65,541	\$68,163			
KW		,895.92	\$50,267	\$52,529	\$54,630			
AW:		,075.44	\$60,116	\$62,821	\$65,334			
	\$63	35,997.92	\$670,210	\$700,369	\$728,384	•		

FY26-Starting

	ND	AS	BS	BS+16	MS	MS+16	MS+32
1	\$46,350	\$47,895	\$49,955	\$51,500	\$53,560	\$55,105	\$56,650
2	\$47,025	\$48,593	\$50,683	\$52,250	\$54,340	\$55,908	\$57,475
3	\$47,589	\$49,176	\$51,291	\$52,877	\$54,992	\$56,578	\$58,165
4	\$48,160	\$49,766	\$51,906	\$53,512	\$55,652	\$57,257	\$58,863
5	\$48,738	\$50,363	\$52,529	\$54,154	\$56,320	\$57,944	\$59,569
6	\$49,323	\$50,967	\$53,159	\$54,804	\$56,996	\$58,640	\$60,284
7	\$49,915	\$51,579	\$53,797	\$55,461	\$57,680	\$59,343	\$61,007
8	\$50,514	\$52,198	\$54,443	\$56,127	\$58,372	\$60,056	\$61,739
9	\$51,120	\$52,824	\$55,096	\$56,800	\$59,072	\$60,776	\$62,480
10	\$51,734	\$53,458	\$55,757	\$57,482	\$59,781	\$61,506	\$63,230
11	\$52,354	\$54,100	\$56,426	\$58,172	\$60,498	\$62,244	\$63,989
12	\$52,983	\$54,749	\$57,104	\$58,870	\$61,224	\$62,991	\$64,757
13	\$53,618	\$55,406	\$57,789	\$59,576	\$61,959	\$63,746	\$65,534
14	\$54,262	\$56,071	\$58,482	\$60,291	\$62,703	\$64,511	\$66,320
15	\$54,913	\$56,743	\$59,184	\$61,014	\$63,455	\$65,286	\$67,116
16	\$55,572	\$57,424	\$59,894	\$61,747	\$64,217	\$66,069	\$67,921
17	\$56,239	\$58,113	\$60,613	\$62,488	\$64,987	\$66,862	\$68,736
18	\$56,914	\$58,811	\$61,340	\$63,237	\$65,767	\$67,664	\$69,561
19	\$57,597	\$59,517	\$62,076	\$63,996	\$66,556	\$68,476	\$70,396
20	\$58,288	\$60,231	\$62,821	\$64,764	\$67,355	\$69,298	\$71,241

Fy27-Starting

	ND	AS	BS	BS+16	MS	MS+16	MS+32
1	\$47,741	\$49,332	\$51,454	\$53,045	\$55,167	\$56,758	\$58,350
2	\$48,204	\$49,811	\$51,953	\$53,560	\$55,702	\$57,309	\$58,916
3	\$48,906	\$50,536	\$52,710	\$54,340	\$56,514	\$58,144	\$59,774
4	\$49,493	\$51,143	\$53,342	\$54,992	\$57,192	\$58,842	\$60,491
5	\$50,087	\$51,756	\$53,982	\$55,652	\$57,878	\$59,548	\$61,217
6	\$50,688	\$52,377	\$54,630	\$56,320	\$58,573	\$60,262	\$61,952
7	\$51,296	\$53,006	\$55,286	\$56,996	\$59,275	\$60,985	\$62,695
8	\$51,912	\$53,642	\$55,949	\$57,680	\$59,987	\$61,717	\$63,448
9	\$52,535	\$54,286	\$56,621	\$58,372	\$60,707	\$62,458	\$64,209
10	\$53,165	\$54,937	\$57,300	\$59,072	\$61,435	\$63,207	\$64,979
11	\$53,803	\$55,596	\$57,988	\$59,781	\$62,172	\$63,966	\$65,759
12	\$54,449	\$56,264	\$58,683	\$60,498	\$62,918	\$64,733	\$66,548
13	\$55,102	\$56,939	\$59,388	\$61,224	\$63,673	\$65,510	\$67,347
14	\$55,763	\$57,622	\$60,100	\$61,959	\$64,437	\$66,296	\$68,155
15	\$56,432	\$58,313	\$60,822	\$62,703	\$65,211	\$67,092	\$68,973
16	\$57,110	\$59,013	\$61,551	\$63,455	\$65,993	\$67,897	\$69,801
17	\$57,795	\$59,721	\$62,290	\$64,217	\$66,785	\$68,712	\$70,638
18	\$58,488	\$60,438	\$63,038	\$64,987	\$67,587	\$69,536	\$71,486
19	\$59,190	\$61,163	\$63,794	\$65,767	\$68,398	\$70,371	\$72,344
20	\$59,901	\$61,897	\$64,559	\$66,556	\$69,218	\$71,215	\$73,212