

2.7 APPROVAL OF EEOC SETTLEMENT AGREEMENT REGARDING 6% COMPENSATION CAP

A. SUBJECT

This item is included on the agenda so the Board can approve a Settlement Agreement between the Equal Employment Opportunity Commission (EEOC) and the Board of Education of Woodstock Community Unit School District No. 200 regarding the 6% compensation cap.

B. INFORMATION

The Board is asked to approve a Settlement Agreement between the Equal Employment Opportunity Commission (EEOC) and the Board of Education of Woodstock Community Unit School District No. 200 regarding the 6% compensation cap. At their April 14, 2026 meeting, the Board approved a Memorandum of Agreement Understanding between the Woodstock Council Of teachers, McHenry County Federation of Teachers IFT/AFT, AFL-CIO, LOCAL #1642 and the District 200 Board of Education, verifying that the Parties have discussed and desire to remove the Pension Status Limit from the Agreement.

C. RECOMMENDATION

The Superintendent recommends approval of a Settlement Agreement between the Equal Employment Opportunity Commission (EEOC) and the Board of Education of Woodstock Community Unit School District No. 200 regarding the 6% compensation cap.

D. SUGGESTED MOTION

This item will be included as part of the Consent Agenda motion.



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SETTLEMENT AGREEMENT

1. The following Agreement refers to charge number 440-2024-03829, filed by the Equal Employment Opportunity Commission (EEOC). The Parties, the Board of Education of Woodstock Community Unit School District No. 200 (“Respondent”), and the Equal Employment Opportunity Commission (EEOC), agree that submission of this Agreement to the EEOC will constitute a request to the EEOC for closure of the above-referenced EEOC charge.
2. In exchange for satisfactory fulfillment by Respondent of the promises contained in paragraphs four to eight (4-8) of the Agreement, the District Director agrees not to institute a lawsuit with respect to the above-referenced charge.
3. It is understood that this Agreement does not constitute an admission by the Respondent of any violation of the law.
4. Respondent certifies that it has entered into a Memorandum of Understanding with the Board of Education No. 200, McHenry County, Illinois (the “Board”) and the Woodstock Council Of teachers, McHenry County Federation of Teachers IFT/AFT, AFL-CIO, LOCAL #1642 (the “Union”), verifying that the Parties have discussed and desire to remove the Pension Status Limit from the Agreement.
5. Respondent has provided EEOC with a copy of the executed Memorandum of Understanding between the Board of Education No. 200, McHenry County, Illinois (the “Board”) and the Woodstock Council of teachers, McHenry County Federation of Teachers IFT/AFT, AFL-CIO, LOCAL #1642.
6. Prior to the ratification of a subsequent CBA, the EEOC shall have the right to review any proposed substitute provision(s) for Appendix A of the CBA. Within 30 days after the execution of this agreement, Respondent must provide any proposed substitute provision(s)¹ for Appendix A to the EEOC or inform EEOC that the Respondent and Union have no proposed substitute provision(s). If the EEOC objects to the proposed substitute provision(s), Respondent will then have thirty (30) days to address the EEOC’s objection and propose a new substitute provision or inform EEOC that the Respondent and Union have no new proposed substitute provision(s). Any agreed-upon substitute provision(s)

¹ “Substitute provision” means any provision, if not already contained in the CBA, that includes a cap on the additional credible earnings an employee can earn compared to the prior school year, that defines the conditions under which an employee can move into a different row or column on the applicable salary schedule, that provides a retirement incentive to employees who provide notice of retirement and/or that makes age or proximity to retirement eligibility a factor in compensation.

shall be documented and included in the modified CBA. The modified CBA will be given to all current employees within thirty (30) days after ratification.

7. Respondent certifies that it will compensate individuals impacted by the application of Appendix A. The settlement payment is for back salary that the impacted individuals would have been paid for the covered period had the employment issue not arisen. Respondent agrees to provide backpay in the amount of:

Employee	Year	Amount owed
GRIFFIN, KECIA M.	2022	8,122.60
GRIFFIN, KECIA M.	2023	8,478.00
GRIFFIN, KECIA M.	2024	7,357.00
LACEY-ANDERSON, KATHLEEN R.	2022	360.00
KUHN, AMY J.	2023	3,741.00
KUHN, AMY J.	2024	2,624.00
KOHLEY, PAIGE K.	2024	1,155.41

Respondent agrees to pay the listed impacted individuals within sixty days (60) of the execution of this Agreement. All teachers shall be compensated for 2024-2025, 2025-2026, and 2026-2027 in accordance with the salary schedules appearing as Appendix A for the respective years. All teachers shall be compensated for the 2027-2028 and 2028-2029 school years in accordance with the salary schedules calculated per the guidelines established in Article 22: Compensation. The Respondent will work with the Teachers' Retirement System of Illinois to credit the payments set forth above to the appropriate service years to the extent allowed by TRS.

8. This Agreement shall remain in effect for a period of five years following execution of the Agreement.
9. The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this Agreement.

_____ Date

_____ Woodstock Community Unit School District No. 200

[This clause is deemed incorporated as part of this Agreement if and when signed by EEOC District Director.]

10. In reliance on the promises made above by Respondent, EEOC agrees to terminate the investigation, which it has begun and not to use the above-mentioned charge as the jurisdictional basis for a civil action. EEOC does not waive or in any manner limit its right to process or seek relief in any other charge or investigation including, but not limited to, a charge filed by a member of the Commission against the Respondent.

On behalf of the Commission:

Date

Amrith Kaur Aakre
District Director