

**2015-2018 PARAPROFESSIONALS'
COLLECTIVE BARGAINING AGREEMENT**

Between

**ELEMENTARY SCHOOL DISTRICT 102
BOARD OF EDUCATION**

and

**LAGRANGE DISTRICT 102 EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION – IEA/NEA**

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PREAMBLE

The Board of Education of Elementary School District 102, Cook County, Illinois, and the LaGrange District 102 Educational Support Personnel Association recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the District. Attainment of these educational objectives is a joint responsibility of the Board of Education and all employees.

SECTION I

1.0 DEFINITION OF TERMS

1.1 Association

The term “Association,” when used in this agreement, shall refer to the LaGrange District 102 Educational Support Personnel Association - IEA/NEA, Cook County, Illinois.

1.2 Board

The term “Board,” when used in this agreement, shall refer to the Board of Education of Elementary School District 102, Cook County, Illinois.

1.3 District

The term “District,” when used in this agreement, shall refer to Elementary School District 102, Cook County, Illinois.

1.4 Educational Support Personnel

The term “Educational Support Personnel” (ESP) when used in this agreement, shall refer to the bargaining unit of full-time and regularly employed part-time paraeducators, Student Supervisors, and health aides, as certified by the Illinois Educational Labor Relations Board (IELRB), excluding all supervisors, managerial, and confidential employees as defined by the Illinois Educational Labor Relations Act (IELRA).

1.5 School Year / School Term

Unless otherwise stated when used in this agreement, the terms “school year” shall mean the period beginning July 1 through the following June 30 and “school term” shall mean the portion of the school year beginning with the first ESP workday through the last ESP workday of the school year.

1.6 Days

Unless otherwise stated, the term “days” when used in this agreement shall mean ESP workdays. After the last workday at the close of the school term, “days” shall mean days when the District office is open to the public for business.

SECTION II

2.0 RECOGNITION

The Board recognizes the Association as the exclusive representative for the Educational Support Personnel of the District.

SECTION III

3.0 PRINCIPLES

3.1 Attaining Objectives

Attainment of educational objectives of the District will be enhanced by mutual understanding and cooperation among the Board and all employees, including ESPs. To this end, free and open exchange of views is desirable, with both parties to this agreement participating in good faith deliberations designed to resolve matters defined as negotiable under the IELRA.

3.2 Board of Education

All management rights and functions, except to the extent specifically abridged by this agreement, shall remain vested in the Board.

SECTION IV

4.0 COMMUNICATIONS

4.1 Communications Channels

Communication with the Board shall be through the Board's designated representative(s). Communications with the Association shall be through the Association's designated representative(s).

4.2 Pertinent Information

The Board shall make available to the Association information concerning the financial status of the District. This includes the annual financial report prepared by the township treasurer, the audit, board minutes (including monthly financial reports), board meeting agendas, and other items of mutual agreement. The Association shall furnish copies of any pertinent information as reasonably requested by the superintendent or by the Board. Nothing herein shall require either party to research and/or assemble information for the other party or extend the scope of the obligations of this section beyond those mandated by the IELRA.

4.3 Labor Management Committee

The Labor Management Committee will be responsible for facilitating communications between the Board and the Association. The Committee will be composed of the Superintendent, the Human Resources Director and Assistant Superintendent for Special Education, or alternatives designated by the Superintendent, and the Association's co-presidents, or alternatives designated by the co-presidents. The Committee will meet at

least three (3) times each school year, or more often as mutually agreed between the Superintendent and the Association co-presidents. The Superintendent may invite the Board president and/or vice-president and the Association co-presidents may invite the Association union representative to attend meetings of the Committee. The Administration and ESP leadership shall develop an agenda not less than three (3) business days in advance of the meeting. A summary of the meeting discussion will be developed collaboratively by the Committee participants.

SECTION V

5.0 ASSOCIATION/EDUCATIONAL SUPPORT PERSONNEL RIGHTS AND RESPONSIBILITIES

5.1 Association Announcements

The Association shall have bulletin board space in each school provided:

- a. Only authorized representatives of the Association are permitted to post Association announcements on the bulletin boards, except as provided in this agreement.
- b. Bulletin board space shall not be located in an area which is readily accessible to students.

5.2 Mailboxes / E-Mail

The Association shall have the right to use educational support personnel mailboxes and intra-district mail for announcements relating to the conduct of the Association's business. Such materials shall be identified as official Association publications. The building principal or his/her designee shall be notified of placement of such material in the mailboxes. Subject to the same restrictions as regular mailboxes and the Board's technology use policy and regulations, the Association may use email for announcements relating to the conduct of Association business.

5.3 Meetings

The Association shall have the right to hold meetings on school property provided:

- a. Arrangements for facilities for such meetings are to be made and scheduled with the superintendent or his designee at least twenty-four hours prior to the anticipated use.
- b. Meetings are scheduled outside the ESP's regular hours, with the exception that four (4) meetings per year may commence 15 minutes after the close of the regular pupil day.
- c. Meetings in no way interfere with any aspect of the instructional program.
- d. The Board may make a reasonable charge when special custodial service is required for such meetings.

- e. In the event school business of an emergency nature or of extreme importance arises, an Association meeting(s) may be relocated and/or the use of the building(s) may be rescinded by the Superintendent or designee. The Association co-presidents or designee shall be notified as soon as possible if a meeting is to be relocated or the use of the building rescinded, and assistance shall be provided in notifying ESPs affected.

5.4 Non-Interruption of Work

The Association shall not strike, engage in, support or encourage any concerted refusal to render regular services to the school district, nor engage in or support any activities which would disrupt the normal operation of the schools.

5.5 Fair Share

- a. It is recognized that the negotiation and administration of the agreement shall entail expenses which appropriately are shared by all ESP's who are beneficiaries of said agreement. To this end, effective with the commencement of the 2009-2010 school year and thereafter, if an ESP does not join the Association or execute a dues deduction authorization mutually agreed upon by the parties thereto, such ESP will:
 - 1. Execute an authorization for the deduction of a sum equal to the cost of services rendered by the Association that are chargeable to non-members under state or federal law; or
 - 2. Pay directly to the Association a like sum.
- b. In the event such an authorization is not signed or such direct payment is not made within thirty (30) days following the commencement of employment of the ESP or the effective date of this Section 5.9, whichever is later, the Board will deduct from the regular salary check of the ESP the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided:
 - 1. The Association has posted the appropriate notices of imposition of such fair share fee in accordance with the rules and regulations of the IELRB; and
 - 2. The Association has annually certified in writing to the Board the amount of such fair share fee - which amount must not exceed that permitted by applicable law - and has annually certified in writing to the Board that such notice has been posted.
 - 3. The amount of such fair share fee shall not include any contributions related to the election or support of any candidate for political office.
- c. In no event shall the Board begin such fair share fee deduction earlier than fourteen (14) days (or any later period as required by the Rules and Regulations of the IELRB) after certification by the Association.

- d. The parties expressly recognize the right of employees to challenge the amount of fair share fees. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.
- e. In the event an ESP objects to the amount of such fee, the Board shall continue to deduct the fee and transmit the fee (or portion of the fee in dispute) to the IEA which shall hold the fee in escrow in an account established for that purpose. The Board shall continue to transmit all such fees to the IEA. If the ESP is entitled to a refund, the ESP shall receive such a refund plus any interest earned on the refund during pendency of the action pursuant to the applicable IELRB procedures.
- f. If a non-member ESP declares the right of non-association based upon bona fide religious tenets, such ESP shall be required to pay an amount equal to ESP's proportionate share to a non-religious charitable organization mutually agreed upon by the ESP and the Association. If the ESP and the Association are unable to reach agreement on the matter, a charitable organization shall be selected from a list established and approved by the IELRB in accordance with its rules.
- g. The Association, the Illinois Education Association and the National Education Association agree to indemnify and save the Board harmless against any claims, demands, suits, or other form of liability which may arise by reason of any action taken or omitted by the Association or the Board in complying with the provisions of this section, including reimbursement for any legal fees or expenses incurred in connection therewith.
- h. The Board agrees to notify the Association promptly in writing of any written claim, demand, or suits in regard to which it will seek to implement the provisions of section g. above, and if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

SECTION VI

6.0 PROBATIONARY PERIOD AND DISCIPLINE

6.1 Probationary Period

New ESPs shall be subject to a probationary period of ninety (90) work days. Each new ESP will be evaluated by an administrator at least once during the ninety (90) day probationary period. Any probationary ESP receiving an "Unsatisfactory" evaluation rating will be dismissed by the conclusion of their probationary period, except that, upon notice to the La Grange 102 Educational Support Personnel Association, the probationary period may be extended for up to an additional thirty (30) days. During the period of the extended probationary period the provisions in 6.2a. Employee Discipline and Dismissal will be in effect. Newly hired ESPs will receive training on specific job related responsibilities within the first thirty (30) days of employment.

6.2 Employee Discipline and Dismissal

- a. A probationary ESP is subject to suspension with or without pay by the superintendent for up to ten (10) working days by the Board or by the superintendent. A probationary ESP is subject to dismissal during the probationary period upon approval by the Board and written notice from the Board, superintendent or designee for any reason deemed appropriate by the Board. Any action by the superintendent or the Board under this paragraph a. is in their sole discretion and is not subject to the grievance procedure.
- b. Following successful completion of the probationary period, Educational Support Personnel (ESP) disciplinary rules shall continue to be reasonable. Disciplinary action shall be for just cause and shall be separate from the evaluation process.

An ESP must be afforded procedural due process before dismissal by the Board and before suspension without pay by the Board or the superintendent. Procedural due process shall consist of written notice of the reasons for suspension without pay and/or dismissal and an opportunity to respond, with the assistance of an Association representative, to the reasons and the proposed suspension or dismissal before a final decision is made. In the case of suspension without pay by the Board and/or termination during the school term, the right to respond is to speak briefly before the Board in closed session and/or to submit a written statement to the Board. In the case of termination at the end of the school term, the opportunity to respond shall be to the Superintendent. The maximum length of a suspension without pay shall be ten (10) working days by the superintendent and thirty (30) working days by the Board, inclusive of any days of suspension without pay by the superintendent. In responding to behaviors determined to be in violation of this agreement, Board policy or procedure, the ESPA and the Board of Education agree to adopt a philosophy of progressive discipline, which includes a verbal reprimand, written reprimand, suspension, and/or up to and including termination of employment. The parties agree that in circumstances where a behavior is of such a significant nature that a lesser consequence is not appropriate, the progressive discipline process may be initiated at a more serious consequence level. The procedural requirements of this paragraph b. are subject to the grievance procedure, but the substantive reasons for suspension without pay and/or dismissal, including questions of progressive discipline, are not subject to the grievance procedure.

6.3 Rights of Representation

When any ESP is required to meet with an administrator or to appear before the Board concerning any matter which could adversely affect the continuation of that ESP in employment, or that ESP's salary, the ESP shall be given reasonable prior notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview. The ESP may request a specific Association representative to be present during such meeting or interview, which request shall be honored so long as the meeting is held no later than the next day, unless otherwise agreed, and school operations are not adversely

impacted by the delay. The ESP may be suspended with pay during any delay caused by the request for a specific Association representative.

SECTION VII

7.0 ASSIGNMENT, EVALUATION, REDUCTION OF STAFF

7.1 Voluntary and Involuntary Transfers

- a. By May 1 of each year, the personnel office shall post on each Association “Bulletin Board” and on the District website during the summer months, all known vacancies for the forthcoming school term and shall update the list from time-to-time thereafter, as practicable, before the end of the current school term.
- b. ESPs who desire to transfer to a posted vacancy shall apply in writing to the personnel office. Transfer requests must be filed within five (5) days of the posting of the vacancy. It is the responsibility of the ESP to withdraw his/her request in writing if he/she does not wish to be considered beyond a certain time. Receipt of applications for voluntary transfer shall be acknowledged in writing by the administrator having the primary responsibility for filling the vacancy in question. Also, any ESP requesting a voluntary transfer shall be notified in writing when a decision has been made on filling the vacancy. Any ESP denied a transfer shall be given reasons, but the reasons and transfer decision are not subject to the grievance procedure.
- c. Any ESP involuntarily transferred to another building shall be given written notice of the transfer, including reasons, but the reasons and the transfer decision are not subject to the grievance procedure.
- d. When an ESP is notified of an involuntary transfer to another building, the ESP shall be released from employment not more than ten (10) days from the notice of transfer if he/she so requests in writing. Whenever practicable, ESPs shall be notified of a transfer for this reason at least twenty (20) days before the effective date of the transfer.

7.2 Educational Support Appraisal System

- a. A committee of up to four (4) Association members designated by the co-presidents and four (4) administrators designated by the superintendent shall collaboratively review the appraisal system and implementation of the process every other year. Any revisions to the system and/or process shall be agreed upon and approved by both parties.
- b. The building administration shall conduct a staff in-service within the first thirty (30) school days of each school term to explain and review the observation/evaluation procedures to be followed.

- c. Within thirty (30) days of the employee's appraisal conference the employee has the right to respond in writing to his/her appraisal and have the response attached to the appraisal and placed in his/her personnel file.
- d. Any non-probationary employee receiving an "Unsatisfactory" evaluation rating will be placed on a remediation plan.

7.3 Reduction in Force

- a. Any reductions in personnel shall conform to the requirements and procedures specified in this section and otherwise in the Illinois School Code.
- b. If the Board decides that the reduction in force of non-probationary ESPs is necessary, the Association shall be given written notice of the reduction no later than ten (10) calendar days before the Board meeting at which final action on the reduction will take place. This requirement does not apply where the reduction in force is due to the unforeseen reduction in the student population under Section 10-23.5 of the School Code. The affected employees will be notified 24 hours prior to any public notice of said reduction in force. Failure to provide advance notification does not impact the decision of the Board regarding a reduction in force.
- c. Reduction in force shall be by category of positions based on seniority in the District with the least senior person in the category being honorably dismissed first and then moving up the seniority list. Seniority shall be determined by the length of continuous service since the most recent date of hire, with date of hire determined by the date of work for which the ESP was first paid. Seniority for part-time ESPs shall be calculated by crediting one day of seniority for each two days of employment. Where seniority is equal, ties shall be broken shortly after the date of hire by a drawing of lots by the superintendent or designee with an Association representative present at the drawing.
- d. Recalls shall be in the reverse order of honorable dismissal, with the period of eligibility for recall established in accordance with the School Code. However, the parties agree that during the recall period following a reduction in force, honorably dismissed paraeducators who have completed Connections Program training will receive first consideration for recall to paraeducator positions within that program, regardless of seniority in the paraeducator category of position. Recall for these individuals will be based on seniority within the group of honorably dismissed paraeducators who have completed the Connections Program training. If all honorably dismissed Connections Program paraeducators have been recalled, and there remain vacancies within that program, the recall process shall revert back to the general seniority list, in reverse order of honorable dismissal. A paraeducator so recalled will have the ability to refuse recall to a Connections Program position and retain the right to recall to another position during the recall period. Notice of recall shall be sent by certified mail, return receipt requested, to the most recent address contained in the ESP's personnel file. An ESP must accept recall within ten (10)

calendar days of the date of mailing of the notice of recall. Failure to do so results in a loss of all rights to recall.

7.4 Personnel File Review

Each ESP shall have the right, upon request, to review the contents of the ESP's personnel file, except for those materials exempt from review under the Illinois Personnel Records Review Act. Any ESP desiring such a review shall make an appointment for that purpose by contacting the administration center. A representative of the Association may, at the ESP's request, accompany the ESP for this review. The ESP will be notified when materials are placed in his/her personnel file. The ESP shall have the right to receive a copy, upon reasonable request and payment of reasonable costs, of all items in his/her personnel file with the exception of materials exempt from review. The ESP shall receive a receipt upon request.

SECTION VIII

8.0 CALENDAR

8.1 Work Days Per Year

- a. The number of days of required service per school year for Paras shall be equal to the student attendance calendar, plus one full day during the week prior to the first day of student attendance, and a full day on the first day of student attendance. The number of days of service for a health aides shall be equal to the student attendance calendar, plus five (5) days.

During the 2015-2016 school year the additional half (1/2) day will be scheduled during one of the District RSD days.

- b. Each full-time ESP shall receive two (2) fifteen (15) minute paid breaks per day. Each part-time ESP working at least three and one-half (3.5) hours per day shall receive one (1) fifteen (15) minute paid break per day.
- c. Each ESP working more than four (4) hours per day shall receive a duty-free, unpaid lunch break of at least twenty-five (25) minutes per day

8.2 Restructured Day

The weekly Restructured Day schedule will be a reduced schedule for the ESPs.

8.3 Collaboration Time

The District will schedule release time during contractual hours, once per week, to enable ESPs to communicate with teachers regarding the student(s) to whom they are assigned. This may occur during a time a substitute is available during SST meetings, or other times as scheduled by the building principal and the teacher.

SECTION IX

9.0 SALARIES

9.1 Base Salary and Yearly Adjustments

The base compensation rates for newly hired ESPs during the term of this agreement are as follows:

- Para 1 \$12.50 per hour [All Paras not assigned to a program or student identified in the Para 2 category. Early childhood program Paras (except Connections) are included in this category.]
- Para 2 \$13.00 per hour [Connections, Cross Categorical, individual students displaying one or more of the following: physical aggressiveness (biting, kicking, hitting, scratching and/or other inappropriate physical contact that occurs daily or multiple times per week), need for assistance with toileting, need for assistance with feeding related to a medical condition or disability, need for personal health procedure such as: tube feeding, catheterization, etc.]

Health Aide \$13.00 per hour

Health Aide/LPN \$19.50 per hour

The Assistant Superintendent for Special Education shall identify, on a case-by-case basis, individual students who display any of the identified Para 2 conditions.

Individuals assigned to a Para 1 who are reassigned to a Para 2 assignment will have their hourly rate increased by \$.50 per hour beginning on the first day the new assignment becomes effective.

Individuals assigned to Para 2 who are reassigned to a Para 1 assignment will have their hourly rate decreased by \$.50 per hour, effective at the beginning of the next school year.

The hourly rates for returning ESP's will be as identified on the final agreed upon spreadsheet. In the second and third years of the agreement, continuing ESPs will have their previous year's compensation increased as follows;

2016-2017 CPI, not less than 1.5% not greater than 4%

2017-2018 CPI, not less than 1.5% not greater than 4%

In order to qualify for the stated increase to the base compensation rate, a continuing ESP must have begun work at least 90 days before the end of the previous school year and have received a satisfactory or better evaluation for that school year.

Each ESP shall receive written documentation stating their hourly rate of pay as well as their accumulated sick and personal leave days with the first pay check of the year.

9.2 Retirement Stipend

The retirement stipend in the amount of \$750 will be paid with the last paycheck before retirement of an ESP through IMRF, provided the ESP has worked for the district at least ten consecutive years immediately preceding retirement, gives at least sixty (60) days' notice of retirement to the superintendent and resigns and retires at the end of the ESP's work year.

A retiring ESP who has accumulated more than 240 sick days will be reimbursed at a rate of ten dollars (\$10.00) per day for a maximum of fifty (50) unused sick days beyond 240.

9.3 Supplemental Pay – Extra Duties

ESPs who participate in work-related extracurricular activities will be paid at their hourly rate.

ESPs who do lunch duty beyond their normal assignment will be paid at their hourly rate, but not less than \$11.00 per lunch period.

ESPs will be paid the stipended rate for all other extracurricular duties which are included in the teachers' PNA.

Crossing Guard Duties

ESPs volunteering for and assigned to crossing guard duty will be paid a stipend of \$2,000 for the year. The stipend will be paid in four quarterly payments of \$500.00. Selection of individuals for this assignment will be based on the ability of the individual to fulfill the responsibilities of the position. Those ESPs who were assigned to crossing guard duty in the 2014-2015 school year will be offered these positions for the 2015-2016 school year. Should these individuals decline the opportunity, selection for this assignment will rotate based on seniority within the individual building. Beginning in the 2016-2017 school year, selection will continue to rotate based on seniority. ESPs have the right to decline this assignment. Should there be an insufficient number of volunteers, newly hired ESPs will be assigned the duty and paid the stipend amount. Training will be provided by the police department.

SECTION X

10.0 FRINGE BENEFITS

10.1 Insurance – Dental

An ESP may participate in the Board's dental insurance program, provided the Board's insurer permits participation and the ESP pays the full premium cost.

10.2 Insurance – Health

Full-time ESPs may participate in the health insurance plan(s) offered by the district to licensed employees. The ESP will pay the full premium cost.

10.3 Tax Sheltered Contribution Paid to Illinois Municipal Retirement Fund (IMRF)

The required employee contribution to IMRF shall be tax-sheltered and paid directly to the Illinois Municipal Retirement Fund through payroll deduction to the extent permitted or required by law.

10.4 Intra-District Travel Reimbursement

ESPs who are assigned responsibilities in more than one building shall be reimbursed semi-annually based upon a reimbursement rate equal to the IRS standard allowance for the actual miles driven.

10.5 Payroll Deductions

The Board shall provide the ESPs with a list and schedule of optional payroll deductions at the start of each school term.

10.6 ESP Assistance in Assault Situation

In the event an ESP is assaulted by a student in a work-related situation, the ESP shall report the incident promptly to the superintendent or designee. If requested by the ESP and approved by the superintendent, the Board shall then provide legal counsel, selected by the Board, to advise the ESP of his/her rights and obligations in connection with the handling of the incident by law enforcement and judicial authorities.

10.7 Flexible Benefit Plan (subject to review and approval by plan administrator)

The Board shall establish and maintain a flexible benefit plan in compliance with Section 125 of the Internal Revenue Code of 1986. Prior to each plan year, an ESP may elect to have the Board reduce his or her pay and contribute such amounts, up to the limits set each year by the Board, among the following non-taxable benefits:

- a. premiums for the District's health and dental insurance plans which are not paid by the Board.
- b. reimbursement for qualified dependent care assistance expenses, in accordance with Section 129 of the Internal Revenue Code of 1986.
- c. reimbursement for the cost of medical and dental care, as defined in Section 213(d) of the Internal Revenue Code of 1986, to the extent not covered by insurance and incurred by the ESP, the ESP's spouse and/or the ESP's dependents, up to the maximum amount allowable under applicable law.

In accordance with the Internal Revenue Code of 1986, any amounts remaining unpaid after processing all timely requests for reimbursement shall be forfeited and not otherwise paid to the ESP or carried over to the following plan year. The Board shall pay the administrative costs and expenses for maintaining the plan.

10.8 Seniority Stipend

Employees with employment dates prior to August 19, 2015 will receive the following seniority stipend amounts:

Years of Service	Stipend Amount
Less than 5 years	\$500
5 years - 9 years	\$750
10 years- 14 years	\$1,000
15 years- 19 years	\$1,250
20 years or more	\$1,500

The seniority stipend will be paid in two equal installments on dates corresponding to payroll dates in December and March.

SECTION XI

11.0 LEAVES

11.1 Association Leave

Upon reasonable notice to the superintendent, the Board shall provide paid leaves to ESPs for the purposes of attending regional, state, or national meeting(s) of the Association or its affiliates with the following provisions:

- a. Such leave shall not exceed a total of six (6) days per school year.
- b. The president(s) of the Association shall designate the recipients of such leave.
- c. The Association shall reimburse the Board for the cost of a substitute ESP for each day of such leave.
- d. No more than three (3) ESPs may be absent on Association leave at any one time.

11.2 Bereavement Leave

Upon substantiated request to the superintendent or designee, each ESP who receives paid sick leave will be granted up to four (4) days of leave each school year for attendance at wakes and/or funerals for close friends and relatives who are not members of the ESP's immediate family when attendance cannot be accomplished during non-working time. The leaves shall be deducted from accumulated sick leave days.

11.3 Jury and Witness Leave

The Board shall pay the regular salary to ESPs called to serve as jurors or subpoenaed in civil or criminal matters related to District business except for matters in which ESPs or the Association are parties adverse to the Board.

11.4 Parental Leave

Parental or adoption leave without pay or benefits other than those required by law may be requested for a period not to exceed the remainder of the school term in which the leave begins. Requests must be submitted in writing to the Superintendent or designee. The decision to grant or deny the request for leave is in the sole discretion of the Board, and the Board's decisions are not subject to the grievance procedure and, therefore, may not be taken to arbitration.

11.5 Military Leave

Military leave may be granted to an ESP as required by law. Unless otherwise required by law, the leave shall be without pay or other benefits.

11.6 Personal Leave (Guaranteed)

Each ESP shall be entitled to 2 days of personal leave per school year. The personal leave shall be at full pay with the following provisos:

- a. Leave shall be deducted from sick leave.
- b. ESPs shall voluntarily limit the use of such leave to matters which cannot be scheduled during non-school days and hours. Each substantiated misuse of this leave will result in the loss of salary based on the number of days misused and other possible discipline.
- c. Leave shall not be granted on the day immediately preceding a holiday recess, a day immediately following a holiday recess, the first 5 days of the school term for ESPs, or for vacations, travel or recreational purposes, unless the leave is for a recognized religious holiday, for attendance at the college graduation or of the marriage of a member of the ESPs immediate family (as defined for sick leave purposes) or to transport a child to or from college.
- d. The ESP must submit his or her request for a personal day under this Section at least five (5) school days in advance and must state the reason for the request. In addition, no more than 10 members of the bargaining unit need be granted said leave on the same day, with no more than 2 being from the same attendance area. If the number of requests exceeds the maximum, the requests will be granted in the order in which they are received by the District up to the maximum.

11.7 Personal Leave (Permissive)

At the discretion of the superintendent, an unpaid leave of absence, not to extend longer than 5 school days, may be granted ESPs for purposes not covered by other leave provisions of this agreement.

11.8 Related Field Leave

A leave of absence, not to exceed the remainder of the ESP's work year, may be granted to an ESP who has successfully completed the probationary period for the purpose of student teaching necessary to obtain a teaching certificate. The leave shall be without pay, but the ESP may continue participation in the group insurance programs at the ESP's expense.

Upon request for reinstatement by the ESP received by the superintendent no later than March 1 of the year of the leave, the ESP shall be reinstated for the next school term at the same relative position in the salary structure which the ESP held at the time the leave became effective, subject to any interim general increases or decreases of the salary schedule and reductions in force.

11.9 Sick Leave (Guaranteed)

Full-time ESPs shall be granted 14 days of paid sick leave per school term for use in accordance with the sick leave provisions of the School Code. Part-time ESPs meeting IMRF's hour standard shall be granted 11 days of paid sick leave in the first year of the agreement, and 12 days of paid sick leave beginning in the second year of the agreement, in accordance with the sick leave provisions of the School Code. Sick leave will be prorated for ESPs who begin work after the start of the school term. A sick leave unit shall be equal to the length of the work day for the ESP.

11.10 Sick Leave (Permissive)

A leave of absence, not to extend longer than a period of 90 school days, may be granted to ESPs for temporary illness which exceeds the period provided for under the District's guaranteed sick leave policy. The following will generally be applied by the Board as it considers the length and pay level for a permissive leave.

The Board's decisions on permissive leave are not subject to the grievance procedure and, therefore, may not be taken to arbitration or considered to be precedent setting. Among the factors to be considered by the Board in deciding whether to grant a permissive leave are the length of the ESP's service, the ESP's previous use of guaranteed and permissive sick leave and the educational, administrative and financial impact on the District.

11.11 Family and Medical Leave Act

An employee is considered eligible for leave under the Family and Medical Leave Act (FMLA or Act) after working full time for a full school year during the District's eligibility period. Eligible employees are entitled to 12 work weeks of unpaid family and medical leave during the 12-month period adopted by the Board in accordance with the Family and Medical Leave Act of 1993. Any other accrued paid or unpaid leave which qualifies under the Act shall be substituted for all or the corresponding portion of an

employee's leave entitlement under the Act. If an ESP requests paid leave for an FMLA-qualifying purpose, the paid leave shall be counted against the employee's 12-week FMLA leave entitlement. During any leave taken under this Section 12 for a purpose which qualifies under the Act, the employee's group insurance premiums will be continued for the duration of the FMLA portion of the leave. After the FMLA portion of the leave ends, the insurance will be paid for by the employee as provided in the applicable leave section.

11.12 Board of Education Discretionary Leave

At the sole discretion of the Board, a leave of absence may be granted in the best interests of the School District for situations not covered by other provisions of this agreement. The Board's decisions on discretionary leaves are not subject to the grievance procedure and, therefore, may not be taken to arbitration or considered to be precedent setting.

11.13 Substitute Teaching Assignment

Any ESP with a teaching license or a substitute license shall be offered the opportunity to act as a substitute for a licensed teacher in any classroom at the discretion of the District. The substituting ESP shall be paid his/her normal hourly rate or the district's current rate for substitutes, whichever is greater. For the purposes of seniority, any ESP working as a substitute teacher will continue to accrue seniority in the bargaining unit.

SECTION XII

12.0 GRIEVANCE PROCEDURE

12.1 Definition

- a. A grievance shall mean a claim that there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
- b. A grievance must be submitted in writing and state the nature of the grievance, shall note the specific clause or clauses of the agreement allegedly violated, and shall state the remedy requested.
- c. No grievance shall be entertained or processed unless it is submitted in writing within fifteen (15) days after the first event giving rise to the grievance.

12.2 Statement of Basic Principles

- a. A grievance may be filed by an ESP or ESPs, and/or the Association.
- b. A grievance involving an ESP(s) which goes to the second step of the grievance procedure must be signed by a representative of the Association.
- c. Group grievances involving more than one supervisor and grievances involving an administrator above the building level may be initially filed at Step 3 by the Association.

- d. The failure of an ESP or Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and, an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- e. All ESPs covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this section, or elsewhere in this agreement, shall be construed to prevent any individual from discussing a problem with the administration and having it adjusted without intervention or representation of Association representatives, provided the adjustment is not inconsistent with the terms of this agreement.
- f. An ESP who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
- g. The Association president(s) shall be notified whenever a grievant grieves to the third step.
- h. Hearings and conferences under this procedure shall be conducted at a time and place which shall afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present to attend, and will be held, insofar as possible, after regular school hours or during non-work time of personnel involved. When it is mutually agreeable to hold such hearings and conferences during school hours, all District employees whose presence is required shall be excused, with pay, for that purpose.
- i. Any investigation, or other handling or processing of any grievance by the grieving ESP(s) or his/her representative, shall be conducted so as to result in no interference with or interruption of the instructional program and required work activities of the ESP staff.
- j. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- k. A grievance may be withdrawn at any level without establishing precedent.

12.3 Procedure

- a. First step: An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her immediate superior.
- b. Second step: If the grievance cannot be resolved informally, the grievant shall file the grievance in writing with the principal.

The principal shall meet with the grievant within four (4) days after receipt of the grievance. The principal, or other administrator who has authority to make a decision

on the grievance, shall make such decision and communicate it in writing, with reasons, to the grievant and the superintendent within six (6) days after the meeting.

- c. Third step: In the event a grievance has not been satisfactorily resolved at the second step, the grievant shall file a copy of the grievance with the superintendent within ten (10) days of the written decision or answer at the second step. Within four (4) days after such written grievance has been received, the aggrieved, representative of the aggrieved (if desired), the principal and the superintendent, or a designee, shall meet to resolve the grievance. Within six (6) days of the third step grievance meeting, the superintendent, or designee, shall make a decision and communicate it in writing, with reasons, to the grievant, the principal and the Association.
- d. Fourth step: If the grievant is not satisfied with the decision at the third step, the grievant may appeal to the Board within ten (10) days after having received the written decision of the superintendent. The appeal shall be in writing, citing all of the pertinent information, with one copy sent to the Board through the superintendent. At its next regular meeting at least five (5) days after receipt of the appeal by the superintendent, the Board shall hear the grievance and shall render its decision within seven (7) days after the hearing and shall communicate it, with reasons, in writing through the superintendent's office to the grievant and the Association.
- e. Fifth step: If the grievance is not settled in accordance with the foregoing procedure, the Association, but not the ESP, may refer the grievance, within ten (10) days after receipt of the Board's answer in Step 4, to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrator of the proceedings.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement or any applicable Board policy. He/she shall consider only the specific issues within the scope of the grievance and shall have no authority to decide any other issue. The arbitrator shall be without power to make a decision contrary to, inconsistent with, or modifying or varying in any way, the applicable laws and rules and regulations having the force and effect of law. The arbitrator's decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this agreement involved as applied to the facts of the grievance presented.

Charges of the American Arbitration Association and the fees of the arbitrator shall be divided equally between the Board and the Association. All other expenses shall be borne by the party incurring them.

12.4 Grievance and Alternative Forum

If the Association or any ESP files any claim or complaint with an administrative agency or in a court of law with legal jurisdiction in the matter, then the Board shall not be required to process the same claim or set of facts through the grievance procedure.

SECTION XIII

13.0 NEGOTIATIONS

13.1 Negotiations – Beginning Date

The parties shall commence bargaining for a successor agreement on or before April 1 of the last year of this agreement, or on a mutually acceptable date.

13.2 Impasse

If agreement is not reached on all items by July 1, either party may declare impasse has been reached and call for the selection of a mediator. Within four (4) days from the date of which either party declares in writing to the other that an impasse exists, the Federal Mediation and Conciliation Service shall be notified by both parties, in writing, of the need for a mediator.

13.3 Tentative Agreements

When tentative agreements are reached, they shall be reduced to writing and signed at the next negotiating session if reasonably possible.

13.4 Final Approval

When the Association and Board reach tentative agreement on all matters, the items shall be reduced to writing and shall be submitted to the Association for ratification and to the Board for official approval.

13.5 Amendments

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

13.6 Savings Clause

Should any section or clause of this agreement be declared illegal by a court of competent jurisdiction, said section or clause, as the case may be, shall be deleted from this agreement to the extent that it violated the law. The remaining sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted section or clause.

13.7 Complete Understanding

The terms and conditions set forth in this agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this agreement. However, it is hereby recognized that the Board does not, by the agreement, abdicate or delegate the obligations and responsibilities impressed upon it by law, or surrender the authority conferred upon it to enact or amend policies and rules and regulations as it or its successors determine necessary for the proper and effective operation of the schools of the District.

SECTION XIV

14.0 TERM OF AGREEMENT

This Agreement shall be effective July 1, 2015 through June 30, 2018. This agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Association.

**BOARD OF EDUCATION
ELEMENTARY SCHOOL DISTRICT 102**

President

Secretary

Date: _____

**EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION OF SCHOOL DISTRICT 102**

Co-President

Co-President

Secretary

Date: _____