

**2021-2025 EDUCATIONAL SUPPORT PERSONNEL
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, health aides, family liaisons, student supervisors, and Science Center 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 (LMC) 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 President(s), and/or designee identified by the President(s). The Committee will meet at least five (5) times each school year, or more often as mutually agreed between the Superintendent and the Association President(s). The Superintendent may invite the Board President and/or Vice-President and the Association President(s) 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/EDUCATION SUPPORT PERSONNEL RIGHTS AND RESPONSIBILITIES

5.1 Association Announcements

The Association shall have bulletin board space readily accessible to all bargaining unit members 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 /Email

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. 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 (24) 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 fifteen (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 President(s) 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.

- f. In accordance with 115 ILCS 5/3(c)(1)(C), the Association shall meet with new hires for up to one (1) hour at a scheduled time during the beginning-of-the-year staff development workdays. Thereafter, within the first two (2) weeks of employment in the bargaining unit, new hires shall meet with the Association for up to one (1) hour during work hours without charge to pay or leave time of the newly hired employee(s) or Association.

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 Bargaining Unit Rosters

In accordance with 115 ILCS 5/3(c)(2)(A), the District shall provide the Association, in an electronically editable Excel file, all bargaining unit members' employee accurate information as specified in the Act. The Association shall receive this information by October 1st each school year, monthly thereafter and upon request. In addition, the District shall provide new hires information to the Association within ten (10) calendar days from the date of hire.

5.6 Disclosure of Information

As soon as practicable after receiving a request for any information prohibited from disclosure under 115 ILCS 5/3(d), excluding a request from Association, the District shall provide a written copy of the request, or a written summary of any oral request, to the Association. The District shall provide a copy of any response it made within five (5) business days of sending the response to any request.

5.7 Payroll Dues Deduction

1. The Association shall provide the District with electronic copies of all employees' written authorization for Association dues deduction by October 1st, 2021. Thereafter, the Association shall provide electronic copies of written authorizations within thirty (30) days of receiving the authorization.
2. Upon receiving written notification from the Association, the District shall commence dues deductions as soon as practicable, but in no case later than thirty (30) days after receiving notice from the Association. Employee deductions shall be transmitted to the Association no later than thirty (30) days after they are deducted.
3. The District shall rely on information provided by the Association regarding whether dues deductions were properly authorized, revoked, canceled, or changed, and the Association shall indemnify the District for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on that information.

SECTION VI

6.0 PROBATIONARY PERIOD AND DISCIPLINE

6.1 Probationary Period

- a. All newly employed ESPs shall meet all current Illinois State Board of Education (ISBE) requirements.
- b. New ESPs shall be subject to a probationary period of ninety (90) work days.
- c. Probationary ESP shall be expected to perform job responsibilities for the position in which he/she has been assigned. No probationary ESP may request an assignment change that results in the displacement of an existing ESP.
- d. Within the first thirty (30) days of employment, newly hired ESPs shall receive training on specific student responsibilities. A non-probationary ESPs can support such training but shall not be solely responsible.
- e. 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.

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.
- c. An ESP must be afforded procedural due process before being subject to discipline by the Administration and/or Board.

Procedural due process shall consist of:

- i. written notice of the reasons for any disciplinary action including but not limited to suspension with/without pay and/or dismissal;
- ii. a review of the evidence used to make the decision; and
- iii. an opportunity to respond to the proposed discipline before a final decision is made.

- d. In the case of suspension without pay by the Board and/or termination, the employee has the right to speak before the Board in closed session and/or to submit a written statement to the Board. 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.
- e. 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 private 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, are not subject to the grievance procedure.
- f. Any complaint by a parent or a student directed toward an ESP shall be handled by an administrator whenever possible. The administrator shall first hold an administrator-ESP conference and, if deemed necessary by the administrator, a parent-ESP conference to try to satisfactorily remedy the situation.

If a staff member has a concern about an ESP, the staff member is encouraged to immediately address the concern directly with the ESP. If the issue cannot be resolved, the administrator shall be notified, and he/she shall convene a conference with the staff member and ESP to remedy the situation.

The Administration must notify an ESP of any complaint before the complaint may be used as the basis for any discipline or adverse evaluation. The notice will be given by the administration promptly upon its determination that the complaint may result in imminent discipline or adverse evaluation but in no event later than fifteen (15) school days after the determination.

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 result in disciplinary action, up to and including an adverse effect on the ESP's employment status, or that ESP's salary, the ESP shall be given twenty-four (24) hour notice of the reasons for such investigatory 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 Association President(s) shall be notified prior to any such meetings with the ESP. The twenty-four (24) hour notice requirement does not apply in instances where a more immediate response is necessary. 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 ONBOARDING, ASSIGNMENT, EVALUATION, REDUCTION OF STAFF

7.1 Onboarding

New hires shall receive employment information including a copy of the collective bargaining agreement during the onboarding process.

7.2 Voluntary and Involuntary Transfers

A transfer is considered an assignment to a new position in another building.

A reassignment is considered an assignment to a different position within the employee's current building.

- a. The personnel office shall post on the District website all known vacancies for a period no less than five (5) days prior to filling such vacancy. Vacancy postings shall include the specific position and the building location where the vacancies are available and shall update the list from time-to-time thereafter, as practicable.
- b. Non-Probationary ESP's who desire to transfer to another building or be reassigned to a position within their current building may request a voluntary transfer to a posted vacancy. He/she shall apply in writing to the Human Resources. Transfer and reassignment 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 or reassignment 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 or reassignment 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 or reassignment 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, and be provided an opportunity to meet and discuss the involuntary transfer. The reasons and the transfer decision are not subject to the grievance procedure.
- d. Whenever practicable, the ESP and the Association President(s) shall be notified of an involuntary transfer at least twenty (20) days before the effective date of the transfer.

7.3 Educational Support Appraisal System

- a. A committee of up to four (4) Association members designated by the President(s) and four (4) administrators designated by the Superintendent shall collaboratively review the appraisal system and implementation of the process as needed. Any revisions to the system and/or process shall be agreed upon and approved by both parties.
- b. The administrator who is responsible for the appraisal shall conduct a staff in-service within the first thirty (30) days of each school term or within two (2) weeks of employment for ESPs hired after October 1st, to explain and review the evaluation/appraisal procedures to be followed and the forms to be utilized.

- 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" rating on three or more performance factors will be placed on a remediation plan. Any performance factors rated "Unsatisfactory" on the ESP's appraisal shall be included in the remediation plan. Remediation plans shall be implemented for a minimum of thirty (30) days.
- e. All ESP appraisals shall be conducted in compliance with the Elementary School District 102 Education Support Personnel Appraisal Process.

7.4 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. If the ESP is removed or dismissed or the hours he or she works are reduced as a result of a decision of the School Board written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) calendar days before the employee is removed or dismissed or the hours he or she works are reduced, together with a statement of honorable dismissal and the reason for the dismissal. 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 so long as the written notice is mailed and given to the employee at least five (5) calendar days before the hours are reduced. Failure to provide statutorily required advance notification does not impact the decision of the Board regarding a reduction in force. However, the affected employee(s) shall be entitled to full compensation for at least the statutorily required notice period.
- c. On or before February 1st of each year the District shall provide the Association President(s) a seniority list for all ESPs by category showing their accumulated seniority credit, calculated in accordance with the provisions of this Section. If any ESP believes there is an error in the seniority list, he/she must bring the error to the attention of the Director of Human resources within ten (10) workdays after the seniority list is posted or no correction will be made.
- d. 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, for RIF purposes, 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 as a bargaining unit member. Work performed outside the bargaining unit shall not be used for purposes of seniority accrual. For purposes of determining years of seniority, ESPs with a hire date

prior to November 1 will be considered to have worked a full year. Seniority for part time ESPs shall be calculated by crediting one (1) year of seniority for each two (2) years of employment. Years of seniority as outlined in this section is separate and apart from years of service referred to in Section 9.1 of this Agreement.

If an ESP changes categories, the ESP shall maintain accrued seniority in the previous category but shall not accrue any further seniority in that category. An ESP will begin to accrue seniority anew in any new category starting with the effective date of the assignment to the new category. Seniority from a previous category or categories of assignment will not carry over to the new category of assignment. 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.

- e. 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.

7.5 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.

The Association and the ESP shall be notified of a request from the public for information from his/her personnel file. The District shall not disclose any documents exempt under the Freedom of Information Act (FOIA).

SECTION VIII

8.0 CALENDAR

8.1 Workdays Per Year

- a. The number of days of required service per school year for paras, family liaisons, and science center aides shall be equal to the student attendance calendar, plus two (2) full days 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 student supervisors shall be equal to the student attendance calendar. The number of days of service for health aides shall be equal to the student attendance calendar, plus five (5) days.
- b. Except as provided in Section 8.2, each full-time ESP shall work the job category schedule identified below and 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.

Part-time ESPs may be assigned lunch supervision during their work hours. However, if the duty extends beyond their work hours, the ESP shall be compensated the lunch supervisor rate as defined in Section 9.3 Supplemental Pay- Extra Duties.

Changes to an individual's hours may be made through mutual agreement between the Human Resources Department and the Association President(s).

Position	Full-Day (M-T-Th-F)	Full-Day (W)	Half-Day (M-T-Th-F)	Half-Day (W)
Para K-6; Barnsdale	8:00 a.m. - 3:30 p.m.	8:00 a.m. - 2:45 p.m.	8:00 a.m. - 11:30 a.m. 12:00 p.m. - 3:30 p.m.	8:00 a.m. - 11:30 a.m. 11:15 a.m. - 2:45 p.m.
Park Jr. High	8:10 a.m. - 3:40 p.m.	8:10 a.m. - 2:55 p.m.	8:10 a.m. - 11:40 a.m. 12:10 p.m. - 3:40 p.m.	8:10 a.m. - 11:40 a.m. 11:25 a.m. - 2:55 p.m.
Science Center Aide	8:00 a.m. - 3:30 p.m.	8:00 a.m. - 2:45 p.m.	8:00 a.m. - 11:30 a.m. 12:00 p.m. - 3:30 p.m.	8:00 a.m. - 11:30 a.m. 11:15 a.m. - 2:45 p.m.
Health Aide /LPN	7:15 a.m. - 3:45 p.m.	7:15 a.m. - 2:30 p.m.		
Student Supervisor	8:00 a.m. - 3:30 p.m.	8:00 a.m. - 2:45 p.m.	8:00 a.m. - 11:30 a.m. 12:00 p.m. - 3:30 p.m.	8:00 a.m. - 11:30 a.m. 11:15 a.m. - 2:45 p.m.
Family Liaison	20-25 hrs. a week* (up to 40 hrs. with administrative approval)	20-25 hrs. a week* (up to 40 hrs. with administrative approval)	20-25 hrs. a week* (up to 40 hrs. with administrative approval)	20-25 hrs. a week* (up to 40 hrs. with administrative approval)

* When job responsibilities require delivery of services on the weekend, the ESP's work hours during the work week may be flexed.

- 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. No ESP shall work more than five (5) hours without a break for lunch.

8.2 Restructured Day

The weekly Restructured Day schedule will be a reduced schedule for the ESPs, except that if the first student attendance day is a Restructured Day (RSD), the ESP shall work an Extended RSD equal to that of the teachers. Additionally, once each trimester, each category of ESP shall receive District provided staff development training during an Extended RSD schedule equal to that of the teachers. The dates of these Extended RSDs shall be identified at the beginning of the school year on the ESPs' annual calendars. Each ESP will be compensated for working an Extended RSD. Compensation for three (3) RSDs shall be included in each ESP's annual salary.

The Association and the District shall meet in advance of each Extended RSD to give the Association the opportunity to provide input on the staff development content/topics to be scheduled for each Extended RSD.

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.

8.4 Substitute Teaching Assignment

The Association shall be notified in writing by September 15th and January 15th of all ESPs that hold a valid teaching or substitute license. 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 IX

9.0 SALARIES

9.1 Salary and Yearly Adjustments

a. Para Categories

Para 1 All Paras not assigned to a program or student identified in the Para 2 category.

Para 2 Paras that are doing the following:

1. assigned to the Connections Program and/or;
2. provide direct assistance and/or instruction (DI) or assigned to a student(s) in Extended Resource for at least three (3) hours a day; and/or
3. assigned to 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 and feminine hygiene,
 - need for assistance with feeding related to a medical condition or disability,
 - need for personal health procedures such as: tube feeding, catheterization, etc.

Should the District institute new programs or rename existing programs that may be considered Para 2 assignments, the District and the Association shall meet to discuss the impact on Para classifications.

b. Starting Compensation Rates

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

	<u>2021- 2022</u>	<u>2022-2025</u>
Para	\$15.00 per hour	\$15.45 per hour
Health Aide	\$15.00 per hour	\$15.45 per hour
Health Aide/LPN	\$19.50 per hour	\$19.50 per hour
Family Liaisons	\$20.00 per hour	\$20.00 per hour
Student Supervisors	\$15.00 per hour	\$15.45 per hour
Science Center Aides	\$15.00 per hour	\$15.45 per hour

c. Determination of Para 2 Position Assignments

A Para's initial category designation will be determined by the Assistant Superintendent for Special Education and/or Special Education Department designee with input from Building Administrators.

In cases where the category designation needs further consideration, the following process shall be implemented:

- A Para must notify, in writing, the Lead Special Educator (LSE) and the student’s case manager of a student who exhibits Para 2 behaviors as outlined in part (a) of this Section as soon as issues arise with a student.
- Consideration will be based on observations, the utilization of checklists, interventions, and methods to address concerns as determined by the Assistant Superintendent for Special Education.
- An observation by an administrator is mandatory, before a designation change can be determined.
- If it is determined that Para 2 conditions exist, the Para shall be entitled to pay retroactive to the first day concerns about the student were reported to the LSE.
- The Assistant Superintendent of Special Education and/or Assistant Director of Special Education will provide updated communications to the Para at regular intervals during the time of review and provide insight into how the final determination was reached.

d. Para 2 Stipend

Para 2s, as identified at the start of the school year, shall be paid a stipend of \$900 to be paid in installments of \$225.00 per quarter.

If a Para 2 assignment is identified during the school year in compliance with part (c) of this Section or as a result of a decision of the Assistant Superintendent of Special Education, the stipend shall be paid retroactively to the academic quarter when the student concerns were first reported.

If a Para 1 is reassigned to a Para 2 assignment during the school year, he/she shall receive the stipend for each academic quarter they are assigned to the student.

If a Para 2 is reassigned to a Para 1 assignment during the school year, he/she shall receive the stipend for the entire academic quarter they were assigned to the student. However, beginning the next academic quarter, he/she shall no longer receive the quarterly stipend.

e. Hourly Rates

- i. Paraprofessionals, Student Supervisors, Science Center Aides, and Health Aides with Up To 25 Years of Service.

The FY22, FY23, FY24, FY 25 hourly rates for paraprofessionals, student supervisors, Science Center Aides, and health aides with up to 25 years of service shall be as identified on the Hourly Wage Table below.

Beginning in the 2021-2022 school year, all paraprofessionals, student supervisors, Science Center Aides, and health aides shall be placed on a row of the table contained in Appendix A according to their years of service. Each year thereafter, these ESPs’ hourly rates shall be determined by moving to the designated yearly column and corresponding year of service on the Table.

Years of Service	2021-2022 Hourly Rate	2022-2023 Hourly Rate	2023-2024 Hourly Rate	2024-2025 Hourly Rate
0	\$15.00	\$15.45	\$15.45	\$15.45
1	\$15.45	\$15.91	\$15.91	\$15.91
2	\$15.91	\$16.38	\$16.38	\$16.38
3	\$16.16	\$16.65	\$16.65	\$16.65
4	\$16.51	\$17.00	\$17.00	\$17.00
5	\$16.78	\$17.28	\$17.28	\$17.28
6	\$17.29	\$17.81	\$17.81	\$17.81
7	\$17.56	\$18.09	\$18.09	\$18.09
8	\$17.85	\$18.38	\$18.38	\$18.38
9	\$18.13	\$18.68	\$18.68	\$18.68
10	\$18.66	\$19.22	\$19.22	\$19.22
11	\$18.96	\$19.53	\$19.53	\$19.53
12	\$19.26	\$19.84	\$19.84	\$19.84
13	\$19.56	\$20.15	\$20.15	\$20.15
14	\$19.87	\$20.47	\$20.47	\$20.47
15	\$20.43	\$21.04	\$21.04	\$21.04
16	\$20.75	\$21.37	\$21.37	\$21.37
17	\$21.08	\$21.71	\$21.71	\$21.71
18	\$21.41	\$22.05	\$22.05	\$22.05
19	\$21.75	\$22.40	\$22.40	\$22.40
20	\$22.33	\$23.00	\$23.00	\$23.00
21	\$22.68	\$23.36	\$23.36	\$23.36
22	\$23.03	\$23.73	\$23.73	\$23.73
23	\$23.39	\$24.10	\$24.10	\$24.10
24	\$24.86	\$24.47	\$24.47	\$24.47
25	\$25.61	\$25.61	\$24.86	\$24.86

- ii. Paraprofessionals, Student Supervisors, Science Center Aides, and Health Aides With More Than 25 Years of Service
 - a. In the 2021-2022 school year any Paraprofessionals, Student Supervisors, Science Center Aides, and Health Aides with more than 25 years of service shall be placed at 25 years of service on Appendix A and then receive a three percent (3%) increase. (Example: The hourly rate for a person at year 25 is \$25.61 If the individual has accrued 26 years of service, an increase of three percent (3%) shall be applied to that

rate [$\$25.61 \times 1.03\% = \26.38]. The hourly rate for this individual is \$26.38 for the 2021-2022 school year.)

- b. Each year thereafter, any Paraprofessional, Student Supervisor, Science Center Aides, and Health Aide with more than 25 years of service shall receive an increase of three percent (3%) to his/her previous year's hourly rate.
- iii. Licensed Practical Nurses (LPNs)
- a. For the FY22, FY23, FY24, FY 25 school years, the starting rate for newly employed LPNs shall be \$19.50. After a LPN's first year of employment, this employee shall receive an annual increase of three percent (3%) to his/her previous year's hourly rate.
 - b. Any existing ESP with proper licensure hired as an LPN shall receive an hourly rate of pay of at least \$19.50. If the ESP's hourly rate prior to receiving the new licensure is more than \$19.50, the Association and District shall meet to determine the new hourly rate. This employee shall receive an annual increase of three percent (3%) to this hourly rate in subsequent years.
- iv. Family Liaison
- a. For the FY22, FY23, FY24, FY 25 school years, the starting rate for all newly employed family liaisons shall be \$20.00. After a family liaison's first year of employment, the employee shall receive an annual increase of three percent (3%) to his/her previous year's hourly rate.
 - b. In the 2021-2022 school year currently employed family liaisons shall receive a hourly rate increase of three percent (3%) and a proportional hourly dollar amount of their seniority stipend previously identified under the 2018-2021 contract. (Example: If the hourly rate of a second-year family liaison for the 2020-2021 is \$20.46, an increase of three percent (3%) shall be applied to that rate [$\$20.46 \times 1.03\% = \21.07]. Then this new hourly rate shall be increased by \$0.40 [the hourly dollar amount for a seniority stipend of \$500.00 for a second year ESP] [$\$21.07 + \$0.40 = \$21.47$] for the 2021-2022 school year.

Each year thereafter, any returning family liaison shall receive an increase of three percent (3%) to his/her previous year's hourly rate.

Any existing ESP that is hired as a family liaison shall receive an hourly rate of pay of at least \$20.00. If the ESP's hourly rate prior to this job change is more than \$20.00, the Association and District shall meet to determine the new hourly rate.

Each ESP shall receive written documentation stating their hourly rate of pay by the first pay date of the year. The Association shall receive the hourly rate of pay for each bargaining unit member by October 1st of each school year.

9.2 Retirement Stipend

The retirement stipend in the amount of \$1,000 will be paid post retirement of an ESP through IMRF, provided the ESP has worked for the district at least ten (10) 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.

Thirty (30) days after retirement, a retiring ESP will be reimbursed at a rate of ten dollars (\$10.00) per day for a maximum of fifty (50) unused sick days.

9.3 Supplemental Pay – Extra Duties

ESPs who participate in work-related extracurricular activities will be paid at their hourly rate. ESPs shall be paid overtime in accordance with the provisions of the Fair Labor Standards Act (FLSA) for time worked beyond forty (40) hours in one (1) week.

ESPs who do lunch duty beyond their normal assignment will be paid at their hourly rate, the proportional rate included in the Education Association Professional Negotiated Agreement (PNA), but not less than \$11.00 per lunch period.

ESPs will be paid the stipend rate for all other extracurricular duties which are included in the teachers' PNA to the extent that such compensation is in compliance with the FLSA. A joint committee will convene to study the number of hours worked for extracurricular activities and recommend a process for determining a compensation rate for these activities that is in compliance with the law. This committee shall be composed of four (4) ESP members chosen by the Association and four (4) members chosen by the Superintendent or his/her designee. Recommendations from this committee to the Board and Association shall be received no later than June 1.

Crossing Guard Duties

ESPs volunteering for or assigned to crossing guard duty will be paid a stipend of \$1,000 per slot up to \$2,000 for the year. The stipend will be paid in four (4) quarterly payments of \$250.00. The District will provide training to ESPs.

ESPs volunteering or assigned to crossing guard will be determined by the following procedure:

1. Each building administrator will use an HR District Years of Service List to determine order (based on consecutive years of service in the District and hire date in the cases where employees have the same years of service).
2. The building administrator shall seek volunteers from highest Years of Service to lowest Years of Service. ESPs may accept up to two (2) slots or decline crossing guard.
3. If there is an insufficient number of volunteers, the Association shall be notified and other staff and/or other persons working within the building may take on the duty. If any slots remain unfilled the administrator using lowest Years of Service to highest may fill the open slots by assigning building ESPs.

4. As ESPs complete duties each year the administrator shall seek volunteers from the Years of Service list rotating to the next ESP who was not given an opportunity in the previous year to volunteer. Crossing guard duty absences shall be covered by either an external substitute (i.e., the District assigned daily substitute) or a volunteer ESP. If a substitute is not available and no ESPs volunteer, the building administrator may assign an ESP. No additional compensation shall be provided.

If an ESP is absent due to a HR and/or Board approved leave, the stipend will be prorated for the duration of the leave. The prorated amount will be paid to an ESP who covers the duties during the approved leave. The proration and payment will be made on the next stipend pay period.

Should there be any cause to deviate from this procedure as defined, the building administrator shall work with the Association Building Representative and the Association President(s) to address any challenges and ensure equitable access.

Bus Duty

ESPs assigned to supervise kindergarten students on the bus to/from Ogden or Cossitt to Barnsdale before and after school Monday- Friday shall be paid an annual stipend of \$550.00. The stipend will be paid in four (4) quarterly payments of \$137.50.

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

Each ESP who has successfully completed his/her probationary period shall be eligible for major medical benefits under the Board’s group policy.

The Board shall contribute the following towards all eligible full-time ESP’s health insurance premiums. This amount shall be distributed in equal installments over twenty-one (21) pay periods.

	21-22	22-23	23-24	24-25
All District offered “Employee” Plans	\$365.00 x 12 (\$4,380)	\$383.00 x 12 (\$4,596)	\$402.00 x 12 (\$4,824)	\$422.00 x 12 (\$5,064)
All District offered “Employee + Spouse” Plans	\$365.00 x 12 (\$4,380)	\$383.00 x 12 (\$4,596)	\$402.00 x 12 (\$4,824)	\$422.00 x 12 (\$5,064)
All District offered “Family” Plans	\$365.00 x 12 (\$4,380)	\$383.00 x 12 (\$4,596)	\$402.00 x 12 (\$4,824)	\$422.00 x 12 (\$5,064)

Any premium costs beyond the Board's contribution shall be covered by the ESP. These contributions shall be paid over the regular twenty-one (21) pay periods.

Two (2) members of the Association chosen by the Association President(s) shall be included on the District Insurance Committee.

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 or responsibilities for which work-related travel is required in their job description 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.

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

An ESP who is eligible for a leave under the Family Medical Leave Act (FMLA) may use such leave for the birth or adoption of a child as per Section 11.11 of the Agreement. Additionally, 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 at 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 four (4) 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. Personal Leave is not intended to be used for vacations or recreational purposes. Although no reason is required, examples of common permissible use of personal leave include but are not limited to: recognized religious holidays not observed in the school calendar, legal hearings, appointments requested by civil authorities, completion of important contracts, weddings of relatives or very close friends, transportation of a child to and from college, graduation ceremonies of the immediate family (parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians) of the ESP, handling of furniture or belongings in jeopardy, or uncontrollable delays in travel.

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. ESPs are discouraged from taking personal business leave on Mondays and Fridays. Personal leave shall not be granted on the day immediately preceding a holiday recess, a day immediately following a holiday recess, the first five (5) days and the last five (5) days of the school term for ESPs, except if the ESP provides a reason that aligns with the examples of permissible uses set forth in a. above.
- d. Except in unique circumstances, the ESP must submit his or her request for a personal day under this Section at least five (5) school days in advance. In addition, no more than ten (10) members of the bargaining unit need be granted said leave on the same day, with no more than two (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 five (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)

- a. Full-time ESPs shall be granted fourteen (14) days of paid sick leave per school term for use in accordance with the sick leave provisions of the School Code.
- b. Part-time ESPs meeting IMRF's hour standard shall be granted eleven (11) days of paid sick leave in the first year of the agreement, and twelve (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.
- c. All probationary ESP shall be entitled to five (5) days of full pay during the probationary period. Upon completion of the probationary period, the balance of the days provided in this Section shall then be applied.
- d. Sick leave will be prorated for ESPs who begin work after the start of the school term. (For example, if an ESP is hired on the 50th day of school, the ESP is expected to work 137 days out of a full year (178) days which is 0.77 of the year ($137/178 = 0.77$). The ESP would receive eleven and one-half (11.5) sick leave days (0.77×15 days.)
- e. A sick leave unit shall be equal to the length of the workday for the ESP.

11.10 Sick Leave (Permissive)

A leave of absence, not to extend longer than a period of ninety (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 twelve (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 twelve (12 week) FMLA leave entitlement. During any leave taken under this Section 11 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 (12 weeks), 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. During this leave the employee's group insurance coverage will continue however, total premium amounts (Board and employee portions) will be paid for by the employee.

SECTION XII

12.0 HOLIDAYS

All full-time ESPs shall annually be granted the five (5) school holidays listed below. Employees shall be paid at a rate of \$100 per day for the five (5) Board-approved school holidays for which students are not in attendance. The holiday will be paid out the next pay period after the holiday. In order for the ESP to be paid for the holiday, the ESP must be in attendance for work on the regularly scheduled workday before and after the holiday unless the employee is absent due to sickness as defined in the sick leave provision in this Agreement. If the District requires the ESP to work on a school holiday, the District will provide a floating holiday during the school year.

Labor Day

Thanksgiving Day

Winter Holiday

Martin Luther King's Birthday

Spring Holiday

SECTION XIII

13.0 GRIEVANCE PROCEDURE

13.1 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.

13.2 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 (1) 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 grievance 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 addressed without intervention or representation of Association representatives, provided the resolution is not inconsistent with the terms of this Agreement. Nothing resolved through this process shall resemble direct dealing with individuals members.
- 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 grievance moves to the second 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.

13.3 Procedure

- a. First step: An attempt shall be made to resolve any grievance in informal, verbal discussion between the grievant and his/her principal.
- 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, Association representative of the aggrieved, 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 President(s).

- 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 President(s).
- 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.

13.4 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 XIV

14.0 NEGOTIATIONS

14.1 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.

14.2 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 (FMCS) shall be notified by both parties, in writing, of the need for a mediator.

14.3 Tentative Agreements

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

14.4 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.

14.5 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.

14.6 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.

14.7 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 XV

15.0 TERM OF AGREEMENT

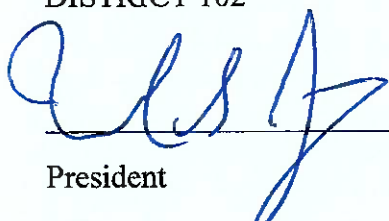
This Agreement shall be effective July 1, 2021 through June 30, 2025. The 2021-2022 hourly rates shall be retroactive to July 1, 2021. This Agreement constitutes a full and complete settlement of all outstanding issues between the Board and the Association. However, the process described below may be initiated by the Board by giving written notice to the Association President(s) at least one hundred thirty-five calendar days before the end of the school years if either of the following changes to Illinois law take effect during the term of the Agreement and are not offset by revenue increases in the same year as the changes financially impact the School District:

1. The amount of funds received through the Evidence Based Funding (EBF) Model to the Board over the previous school year decreases by more than five percent (5%); or
2. The Board's revenue from local property taxes is limited more than is currently the case under the Property Tax Extension Limitation Law (PTELL).


If initiated as provided above, the Association President(s) and the Board shall meet and consider options to address the legislative actions, including, but not limited to, discuss the contract provisions impacted by the legislation and modify the Agreement through a memorandum of understanding. If agreement is not reached within thirty-five (35) days (unless extended by agreement) after the Association's receipt of notice from the Board, the Board may terminate the Agreement at the end of either the 2022-2023, 2023-2024, or 2024-2025 school year by giving written notice to the Association President(s) at least ninety (90) calendar days (unless extended by agreement) before the end of the applicable school year with respect to any of the legislative issues. If notice of termination is given for either of the above reasons, negotiations for a successor Agreement shall begin within thirty (30) calendar days.

BOARD OF EDUCATION
ELEMENTARY SCHOOL
DISTRICT 102


EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION
OF SCHOOL DISTRICT 102




President



President



Secretary



Secretary

10/7/21

Date

9/28/2021

Date