

PROFESSIONAL NEGOTIATIONS AGREEMENT

2022-2023

2023-2024

2024-2025

2025-2026

**CHARLESTON EDUCATIONAL SUPPORT
PROFESSIONAL ASSOCIATION, IEA/NEA**

AND THE

**BOARD OF EDUCATION,
CHARLESTON COMMUNITY UNIT
SCHOOL DISTRICT NO. 1**



CHARLESTON

CUSD NUMBER ONE

LEARNING AND LEADING EVERY DAY

COMMITMENT STATEMENT

April 27, 2022

The Charleston CUSD #1 Board of Education and the Charleston Educational Support Personnel Association are committed to working together using the Interest-Based Bargaining (IBB) model. By applying the principles of this model, we will continue to work cooperatively to revise our current contract so that it is acceptable to all stakeholders. The IBB process will allow us to continue to build trust, improve working relationships and support each other in the implementation of the contract while taking into consideration the best interests of the CUSD #1 family.

A modified, abbreviated Interest-Based Bargaining approach was successfully utilized to arrive at this agreement. Negotiating team members consisted of Kristen Brown, Chad Burgett, Jason Coe, Marilyn Ferguson, Rhonda Pedigo, Loretta Phillips, Lori Rankin, Robin Twidwell, Todd J. Vilardo, and Judy Walters.

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Article I

Recognition

Section A - The Board recognizes the Charleston Educational Support Professional Association-IEA/NEA as the sole and exclusive bargaining representative for all regularly employed full- and part-time non-certified personnel in the District, excluding secretaries and custodians in the Central Office, the mail carrier, computer technologists, supervisors, managers, confidential and short-term employees as defined in the IELRA.

Section B - Definition of Employee

1. The term "employee" as hereinafter used in this Agreement shall refer to all full-and part-time non-certified employees represented by the Association as defined in Section A.
2. Employees who are employed on a day-to-day basis (e.g. substitute, private contractors employed for a limited duration, etc.) shall not be considered part of the bargaining unit. Any individual replacing an employee who resigns and/or who fills a newly created position shall be considered part of the bargaining unit.
3. Any individual replacing an employee on an approved leave of absence shall be considered part of the bargaining unit.
4. Full-time employees shall receive compensation of one hundred percent (100%) of the appropriate placement on the appropriate job category Wage Schedule. Part-time employees shall receive a comparable proportion of the job category Wage Schedule. For purposes of health insurance benefits, employees who work twenty (20) or more hours per week shall be considered full time.
5. For purposes of sick leave and personal leave benefits, part-time employees are secretaries who work four (4) or less hours per day; custodian/maintenance employees who work four (4) or less hours per day; and paraprofessionals who work three and one-half (3 ½) or less hours per day.

Part-time employees shall receive a comparable proportion of sick and personal leave days in accordance with the customary and established practices of the District.

Section C – Definition of Board and Parties

1. The term "Board" as hereinafter used in this Agreement shall refer to the Board of Education of the Charleston CUSD #1 or any Administrator acting in behalf of the Board of Education.
2. The term "Parties" as hereinafter used in this Agreement shall refer to the Board of Education of the Charleston CUSD #1 and the Charleston Educational Support Professional Association—IEA-NEA.

Section D – The Board agrees not to negotiate with any organization other than the Association for the duration of this Agreement. Further, the Board will not negotiate with any employee individually during the term of this Agreement.

Section E – The Association and the Board will not discriminate against any bargaining unit member because of membership or nonmembership in the Association. Any assertion of violation, misinterpretation or misapplication of this clause shall only be processed through the first four steps of the grievance procedure as outlined in Article V, Section C, and Step 1 through Step 4.

Article II

Definition of Rights and Responsibilities

Section A – The Association shall have the right to post notices of its business affairs in designated places in each school building. Designated posting places will be mutually agreed to by the building administrator and Association Building Representative.

Section B - The Association shall have the right to use the District school mail service, employee mail boxes and electronic media for communication to bargaining unit employees, provided that this shall not interfere with or interrupt school operations.

Section C - The Association shall have the right to use school buildings for meetings concerned with Association business, providing approval is obtained in a reasonable time frame. There will be no charge for use of the building.

Section D - The Association shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt school operations.

Section E - The Association shall be furnished, on request, all regularly and routinely prepared information concerning the financial condition of the District including the annual financial statement and adopted budget. In addition, the Board and the administration will grant reasonable requests for any other readily available and pertinent information which may be relevant to negotiations. Nothing herein shall require the central administrative staff to research and assemble information.

Article III

Effect of the Agreement

Section A - The terms and conditions set forth in this Agreement may be added to, deleted from, or modified only through the mutual written consent of the parties in an amendment. Such amendment would be negotiated pursuant to the terms of Article III and IV.

Section B – Upon mutual agreement, any portion of this Agreement that conflicts with any statute enacted by the Illinois legislature shall be deleted.

Section C - Should any Article, Section, or Clause of this Agreement be declared illegal by a court of competent jurisdiction, said Article, Section, or Clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining Articles, Sections, and Clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted Article, Section or Clause.

Article IV

Negotiations Procedures

Section A – "Good Faith" is defined as the mutual responsibility of the Board and the Association and their respective representatives to deal with each other openly and fairly and to endeavor sincerely to reach agreement on items being negotiated, provided such obligation does not compel either party to reach agreement or make a concession.

Section B - The Board agrees to participate in good faith negotiations with the duly designated representatives of the Association.

Section C - The Board and the Association shall meet and negotiate in good faith with respect to wages, hours, terms and conditions of employment.

Section D - The Board and the Association shall confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, and to reach tentative written agreement which shall be presented to the Association for ratification and to the Board for adoption.

Section E - An initial negotiations meeting between representatives of the Association and the Board will take place on or before March 1. The purpose of the initial meeting is to establish negotiation procedures, establish a beginning negotiation date/time and to set a deadline for exchanging issues in writing. Negotiation sessions will be held at times and places agreed to by both parties.

Section F - During negotiations, tentatively agreed upon items shall be prepared as a record for the Board and the Association and initialed prior to the adjournment of the meeting at which tentative agreement was reached.

Section G - When tentative agreement on all negotiated items has been reached, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification prior to the Board for adoption. The parties will recommend ratification and adoption of the tentative agreements.

Section H - Demand for Mediation. Either party may demand mediation as prescribed in Article IV, Section I. Upon submission of a demand for mediation, the parties shall comply with ILCS 115/2.

Section I - Mediation. A mediator shall be jointly requested within ten (10) days from the date on which either party makes a demand for mediation in writing to the other.

1. Federal Mediation and Conciliation Service (FMCS) shall be called upon to provide a mediator who is not a resident of Charleston CUSD #1.
2. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such other steps as he/she may deem appropriate in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement; provided that the mediator shall not, without the consent of both parties, make findings of fact or publish or make public any information or recommendations on terms of settlement.

Article V

Claim/Grievance Procedure

Section A - Definitions

1. A claim is an informal complaint or concern that may or may not develop into a grievance. A claim is presented following the procedure prescribed in Section C, Step 1 of this Article.
2. A grievance is a written assertion by the Association or an employee, as defined in Article I, of an alleged violation, misinterpretation, or misapplication of this Agreement, presented in writing following the procedure prescribed in Section C, Step 2 of this Article.
3. The term "day" shall mean days the Central Office of Charleston CUSD #1 is open for business.

Section B - Purpose. The purpose of the claim/grievance procedure is to implement the process outlined in this Article so that every attempt is made to resolve claims/grievances equitably, promptly and at the lowest possible claim/grievance step.

Section C - Procedure

1. Claims shall be reported on the Claim Report Form, which is provided as Appendix A.
2. Any grievance shall be processed on the Grievance Report Form, which is provided as Appendix B. All persons receiving written grievance items shall acknowledge time of receipt.
3. The claim/grievance may be withdrawn at any level without establishing precedent.
4. Summary of timelines:

	Association Filing Timeline	Meeting must be held	Administration Response
Step 1: File Claim	Within 30 days of event	No time limit	No time limit
Step 2: File Grievance/ Building Meeting	Within 15 days of Step 1 meeting	Within 10 days of receipt of grievance	Within 10 days of the Step 2 meeting
Step 3: Central Office Meeting	Within 10 days of receipt of response to Step 2 meeting	Within 10 days of receipt of the Principal's decision	Within 10 days of the Step 3 meeting
Step 4: Board Meeting	Within 10 days of receipt of response to Step 3 meeting	At the next regularly scheduled Board meeting (filing at Step 4 must be at least 10 days prior to the meeting)	Within 10 days of the Step 4 meeting
Step 5 Arbitration	Within 15 days of the Board's Step 4 decision	None	None

Step 1: File Claim (The Grievance Prevention Step). Any claim shall be presented informally within thirty (30) days from the date of the event giving rise to the claim. When an employee makes the claim, the presentation shall be made to the immediate supervisor in the presence of an Association building representative. Those present at an oral presentation shall try to achieve a satisfactory resolution so the person making the claim will not initiate a grievance. The Claim Report Form (see Appendix A) shall be signed and dated by all parties present at this meeting.

Step 2: File Grievance/Building Meeting If the claim cannot be resolved informally, the aggrieved employee or the Association shall file the grievance in writing with the Principal. The written grievance will be on the Grievance Form (see Appendix B) and will state the nature of the grievance, specific clause or clauses of the agreement allegedly violated, and the remedy requested. The filing of the grievance at the Step 2 must be within fifteen (15) days from the date of the Step 1 meeting. Within ten (10) days after such written grievance is filed, the employee, the Association representative, Principal, and the administrator, shall meet to resolve the grievance. The Principal shall make a decision on the grievance and communicate it in writing to the employee, the Association, and the Superintendent within ten (10) days.

Step 3: Central Office Meeting In the event a grievance has not been satisfactorily resolved at Step 2, the aggrieved employee or the Association shall file, within ten (10) days of the receipt of the Principal's written decision at Step 2, a copy of the grievance with the Superintendent. Within ten (10) days after such written grievance is filed, the employee, Association representative, Principal, and the Superintendent or his/her designee, shall meet to resolve the grievance. The Superintendent, or his/her designee, shall make a decision on the grievance and communicate it in writing to the Principal, employee and Association within ten (10) days.

Step 4: Board Meeting If a satisfactory resolution is not reached at Step 3, the Association shall file a copy of the grievance with the Board of Education within ten (10) days of the Superintendent's written decision at Step 3. Within a reasonable time after such grievance is filed, but no later than the next regularly scheduled Board meeting if the grievance is filed at least ten (10) days before said meeting, the employee, Association Representative, Superintendent or his/her designee and Board of Education shall meet to resolve the grievance. The Board shall make a decision on the grievance and communicate it in writing within ten (10) days to the employee, Association, Principal, and Superintendent.

Step 5: Arbitration If a satisfactory resolution is not reached at Step 4, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the date of the Board's written decision, then the grievance shall be deemed withdrawn.

- a. The arbitrator shall have no power to alter, amend, modify, nullify, ignore or add to the terms of this Agreement.
- b. Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and the AAA shall be divided equally between the parties.

- c. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the parties.
- d. By mutual agreement, expedited or streamlined arbitration may be used in place of (traditional) arbitration under the Voluntary Labor Arbitration Rules of the AAA.

Article VI **Citizenship**

Employees shall not use institutional privileges, time, facilities, equipment, or students to promote candidates for any elective office or to further partisan political activities.

Article VII **Employee Protection**

In the interest of facilitating continued interaction between the parties regarding employee protection and other issues, a joint committee will be formed. This committee will be called the "ESP Advisory Committee." This committee will be made up of no more than eight (8) members named by the Association and representatives from the Board and administration. The committee is empowered to establish sub-committees to research and make recommendations regarding employee protection as well as other issues jointly agreed to by the parties. The committee will meet monthly at a mutually agreed time and location. Agendas for each meeting will be jointly developed. The committee will encourage communication and interaction between committee members and the constituency groups they represent.

Article VIII **Seniority/Reduction in Force/Recall**

Section A - Whenever it is deemed necessary by the Board to reduce (i.e. honorably dismiss or reduce the number of hours/days worked) non-certified employees, the reductions shall be made pursuant to the following:

NOTE: A RIF occurs when an employee is honorably dismissed or has her/his hours/days, and corresponding pay, are honorably reduced.

1. The least senior employee in the affected categories of position shall be honorably dismissed/reduced first. This process shall be repeated until the reduction in force is completed.

2. A more senior qualified (as determined by job description) employee may displace (bump) an employee in another category of position as a part of any reduction in force.

Example: A secretary will displace the least senior paraprofessional if the secretary is qualified (as determined by job description) for the para position.

3. If, between two (2) or more employees, the length of service (i.e. seniority) within the affected category of position is the same, the tie will be broken by the drawing of lots.

Section B - If the Board has any vacancies for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available within a specific category of position shall be tendered in writing to qualified (as determined by job description) employee(s) honorably dismissed/reduced in accordance with the following recall principles:

1. An employee can be recalled to any vacant position for which she/he is qualified (as determined by job description(s)).
2. All recall offers will be based on district wide seniority (i.e. most senior called back first) subject to the restrictions of paragraphs 3 and 4.
3. If an employee is offered a position in a category other than her/his primary category of position and rejects the offer, the employee retains her/his full recall rights but she/he moves to the bottom of her/his primary category of position recall list.
4. If an employee is offered a position in her/his primary category of position and rejects the offer, the employee loses her/his right to recall in her/his primary category of position.
5. If an employee is recalled to a position in a category other than his/her primary category of position, the employee retains her/his recall rights to a position in her/his primary category of position.
6. If an employee becomes qualified (as determined by job description) in a category other than her/his primary category while in the recall pool, the employee is also then eligible for recall to a vacant position in that category.
7. All recall offers shall be sent by certified mail, return receipt requested, to the employee's address on file with the Board.

Section C - When the Board tenders an offer pursuant to Section B, the employee will have fifteen (15) calendar days after receipt of the offer to accept the offer in writing. Failure to notify the Board of acceptance of the offer shall constitute rejection of the offer.

Section D - Seniority lists for each category of position shall be established by the Board, in consultation with the Association, on or before February 1 of each year. The lists shall be posted in each building. In addition, the Association President will be given a copy of the lists. Each employee shall have until March 1 of each year to file a written objection(s) to his/her placement, or lack of placement, on the appropriate seniority list(s).

Section E - The categories of position shall be: (An employee may be in more than one category of position if qualified as per job description.)

1. Paraprofessional
2. Custodian
3. Head Custodian/Maintenance
4. Secretary
5. School Health Care Professional

Section F - Seniority begins the day the employee first performs IMRF work with the District. An employee's seniority earned prior to July 1, 2005 shall be fully vested. Beginning July 1, 2005, any employee who works at least fifty percent (50%) of the work year or at least fifty percent (50%) of each day in the work year but less than full time shall earn seniority on a pro-rated basis. If an employee moves to a different category of position, he/she shall carry his/her seniority to the new category of position. The employee will be placed on the salary step in the new category which is comparable to that of employees in that category with a comparable number of years of in-district employment.

Section G - If a secretary employee moves into the confidential secretary category of position (a nonbargaining unit category), the employee will retain (but not accrue) seniority in the secretary/clerk category of position.

Article IX

Association Rights

Section A - The Superintendent shall place on the agenda under "New Business" appropriate items submitted in writing by the Association to the Superintendent no later than the Wednesday prior to the regular Board meeting, but in case of emergency, forty-eight (48) hours prior to the regular meeting.

Section B - The President of the Association or his/her designee shall be given written notice of any regular or special meeting of the Board, together with a copy of the agenda or statement of purpose of such meeting at least twenty-four (24) hours prior to the scheduled time of meeting.

Section C - One copy of all Board minutes shall be mailed or placed in the mailbox of the President of the Association as soon as they have been approved for general distribution. The Board minutes will be posted on the district website within five business days and left for one calendar year. The Board shall provide a copy of the Board Policy Manual to the Association President and shall provide a copy to each building to be readily available to employees at all times.

Section D - The Association shall be given the opportunity to consult with the Superintendent or his/her designee during development of policies, which are significant to employees, and to make recommendations with respect to these matters prior to adoption. Such consultation shall take place during a meeting of the Joint ESP/Administration Advisory Committee. Copies of proposed policies being given first reading shall be provided to the Association at the date of the first reading. The Association may present its views before the second reading.

Section E - Notice of Association meetings may be placed on the buildings' faculty/staff bulletin board.

Section F - After approval the final contract shall be printed. Within thirty (30) days of ratification/approval of the contract, the Association and Board shall agree on the number of copies needed. The cost of printing the Agreement shall be shared equally. The Association shall provide a copy of the Agreement to each employee. New employees shall be provided a copy of the Agreement by the Central Office.

Section G - The Association shall have representation on the district calendar committee.

Section H - The Board shall deduct from the pay of each employee all current membership dues of the Association, including the Illinois Education Association and the National Education Association, provided that prior to September 1 of each year there is in the possession of the Board a continuing membership written authorization form for dues deduction executed by the employee. Pursuant to such authorization, each pay period the Board shall deduct one-sixteenth (1/16th) of such dues from the salary check of the employee with the first deduction in October and the last in May of each year. The Board agrees to remit to the Treasurer of the Association all dues deducted by the Board, no later than fifteen (15) days after such deductions are made. Such remittance shall be accompanied by an alphabetical list of those employees who have withdrawn authorization.

Upon appropriate written authorization from the employee, the Board shall deduct from the salary of the employees and make appropriate remittance for approved annuities, credit union, health insurance plans, or programs jointly approved by the Association and the Board.

Section I - The building principal or his/her designee may permit employees to leave their respective worksites to attend to personal business during duty free times or time of emergency.

Section J - Names and addresses of newly-hired employees shall be available to the Association after their employment is approved by the Board.

Section K - The ESP Association will appoint two (2) members to participate in the interview process for hiring administrators.

Section L - Hold Harmless

- A.** In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1)** The employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
 - 2)** The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- B.** The Association agrees that in any action so defended, it will indemnify and hold harmless the employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's non-negligent compliance with this Article.
- C.** It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

Article X
Work Year, Work Hours, Vacations and Paid Holidays

Section A - Work Year/Work Day

Classification	Days	Hours Per Day
Paraprofessional	179 The last day of student attendance will be a full work day for paraprofessionals.	7
Head Custodian Custodian/Maintenance	12 Months 12 Months	8 8
Secretary Secretary	12 Months 10 Months (200 Days) (15 work days before and 5 work days after school unless otherwise directed by Superintendent)	8 8
School Health Care Professional	186 (5 work days before and 1 work day after school unless otherwise directed by Superintendent)	8

Starting and ending times will be according to the building needs.

Section B - Vacations

1. Only twelve (12) month employees are eligible for vacation benefits.
2. For the first ten (10) years of employment, an employee will earn five sixths (5/6) of a day for each full month of employment during the fiscal year. After ten (10) years of employment, an employee will earn one and one-fourth (1 ¼) day for each full month of employment during the fiscal year. Earned vacation days will be available for use as they are earned.
3. A new employee beginning work after July 1 will earn vacation from the first day of the month following his/her employment date to the nearest half day according to the following:

Month of Employment - Vacation Days Earned

July - 9	November - 6	March - 2.5
August - 8	December - 5	April - 1.5
September - 7.5	January - 4	May - 1
October - 6.5	February - 3	June - 0

4. Vacation earned in one fiscal year shall be used prior to August 1 of the following fiscal year or be lost.
5. Requests for vacation days shall be submitted in writing to the supervising administrator at least two (2) weeks prior to the start of the vacation. The two (2) week written request may be waived at the discretion of the supervising administrator. Preferably, vacation will be taken during the summer when school is not in session. If summer vacation is a problem for the employee, he/she may discuss an alternative schedule with the supervising administrator. Every effort will be made to meet the desires of the employee while balancing the needs of the District.
6. An employee who resigns, retires, or is terminated by the Board with unused earned vacation days will be paid his/her regular rate for all such days provided the employee gives written notice of resignation or retirement at least sixty (60) days in advance.

Section C - Paid Holidays

1. If the day before and after the holiday are work days the employee must work those days in order to be paid for the holiday. If the employee is ill the day prior to or after the holiday, they will be required to present a doctor's statement in order to be paid for the holiday.
2. When any of the listed holidays fall on a Saturday or Sunday, the preceding Friday or following Monday will be observed as a holiday.
3. Twelve (12) month employees shall receive the following thirteen and one half (13 ½) paid holidays

Guaranteed Holidays 12-Month Employees

July 4	December 25
Labor Day	½ Day December 31
Election Day	New Year's Day
Thanksgiving Day	Good Friday
The Day after Thanksgiving	Memorial Day
December 24	Juneteenth National Freedom Day

Possible Holidays*

Columbus Day	President's Day
Martin Luther King Jr. Day	Casimir Pulaski Day
Lincoln's Birthday	

*Specific days are subject to change depending on the annual school calendar.

4. Nine (9) and ten (10) month employees will receive eleven and one half (11 ½) paid holidays.

Guaranteed Holidays
9- and 10-Month Employees

Labor Day	December 25
Election Day	½ Day December 31
Thanksgiving Day	New Year's Day
The Day after Thanksgiving	Good Friday
December 24	

Possible Holidays*

Columbus Day	President's Day
Martin Luther King Jr. Day	Casimir Pulaski Day
Lincoln's Birthday	Memorial Day

*Specific days are subject to change depending on the annual school calendar.

5. All school district offices and buildings shall be closed Christmas Eve through New Year's Day without loss of pay for all twelve (12) month employees and nine (9) and ten (10) month employees who have completed ten (10) consecutive years of service. This time is equal to three and one-half (3½) days of their regular work day for this winter holiday break in addition to the Christmas and New Years paid holidays.

Article XI
Working Conditions

Section A - The Board shall attempt to provide appropriate work and storage space for employees when feasible.

Section B - The District will provide orientation to new employees.

Section C - Each employee, by appointment, may review the content of his/her personnel file, excluding confidential materials. A representative of the Association, upon request, may accompany the employee.

Article XII
Vacancies, Transfers and Promotions

Section A - Definitions

1. A vacancy shall be defined as an open position that the Board intends to fill created by resignation, termination, retirement, death, voluntary transfer, involuntary transfer or new position.
2. Voluntary transfer occurs when a current employee applies for a vacancy and is transferred to that position.
3. Involuntary transfer occurs when a current employee does not apply for a vacancy but is transferred to that position. An involuntary transfer can be, but is not limited to, the need to staff within the buildings or in the result of a disciplinary action (See Administrative Procedure 5:120-AP2 in the Board of Education Policies Manual).

Section B - Procedures

1. The Superintendent shall notify all employees of all vacancies as they occur. The position title and a statement of minimum qualifications shall accompany such notice. Job descriptions shall be available upon request.
2. An up-to-date list of vacancies will be maintained on the district website, and employees will be notified of any changes via the district's electronic messaging platform.
3. Should a vacancy occur, at least three (or the lesser number should fewer than three apply) employees with the greater length of service shall be granted interviews should they apply in writing and meet the qualifications on the date of submitting the application. The Board makes the final decision to hire.
4. Upon request, any employee who is interviewed for a vacancy and is not hired will be given a scheduled time to meet with the hiring administrator to discuss professional goals.
5. No vacancy will be filled until five (5) business days have passed after the position has been posted on the district website. This posting period may be waived by mutual agreement of the administration and Association.
6. Any employee may apply for transfer to a vacancy. Such application shall be in writing to the Superintendent and the building principal listed on the vacancy posting.
7. In the event an employee is involuntarily transferred, the administration, at the request of the CESP, will meet with the employee and a representative of the CESP and explain the reason(s) for the involuntary transfer.

Article XIII

Non-certified Staff Evaluation

Section A - The purpose of staff evaluation is to obtain information concerning an employee's overall performance and to use this information constructively and cooperatively with the employee to help him/her become a more effective employee.

Section B - Definition of Terms for Employee Evaluation

- 1. Evaluation:** Evaluation shall refer to the written documentation of formal and informal observation information gathered regarding the employee's job performance.
- 2. Summative Evaluation:** Summative evaluation is the final document that confirms procedures were followed, instruments were included and the employee ratings/recommendations were made.
- 3. Goal Setting:** Goal setting is the process where the employee and the evaluator establish and review common goals.
- 4. Formal Observations:** Formal observations shall refer to scheduled times to observe and assess the employee's job performance.
- 5. Informal Observations:** Informal observations are the day-to-day observations of the employee performing his/her job and ongoing two way communications.
- 6. Evaluator:** The evaluator is the administrator designated to evaluate an employee's job performance.

Section C - Procedures for Employee Evaluation

- 1. Evaluation:** All non-certified employees, during the first year of employment, shall be evaluated once. After the first full year of employment, employees shall be evaluated at least once every two (2) years. A principal or other administrator may submit yearly evaluations on employees if desirable. The evaluator will complete the Summative Evaluation and meet with the employee to review the documents.
- 2. Formal Observation:** Paraprofessionals will have a scheduled, formal observation as a part of the evaluation process. Employees in other job classifications may have formal observations if requested by the employee or the evaluator.

- 3. Informal Observation:** Informal observations are conducted at the discretion of the evaluator. Difficulties continuously observed shall be noted in the employee's file and the employee shall be so notified.
- 4. Appeal Procedures:** The employee may write a letter of response to his/her evaluation and the response will be filed with the Summative Evaluation. The response must be submitted within ten (10) working days of the employee's receipt of the evaluation. The employee may request a meeting with the evaluator; and if he/she is not satisfied with the outcome, he/she may request a meeting with the Superintendent or designee. The employee shall be entitled to union representation at this meeting.

Section D - Evaluation Committee

A Joint Evaluation Committee will be established as a sub-group of the Joint ESP/Administration Advisory Committee. This committee shall review the current documents and recommend revisions of those documents.

Article XIV **Leaves**

Section A - Sick Leave

- 1.** Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For the purposes of sick leave, "immediate family" shall mean the employee's spouse, domestic partner, son, daughter, mother, father, brother, sister, corresponding in-law or step relation, grandfather, grandmother, grandchild, great-grandparents, great-grandchild, legal guardians, and any person for whom the employee is legal guardian. The Superintendent, upon the recommendation of the building principal, may approve exceptions to the interpretation of the immediate family.

In accordance with Section 24-6 of the Illinois School Code, the School Board may require a physician's certificate as a basis for pay during leave after an absence of three (3) days for personal illness, or as it may deem necessary in other cases.

- 2.** Each employee shall be entitled to one (1) sick leave day per month worked in a year with a minimum of ten (10) days per year. In addition to the one (1) sick leave day per month allotment, each ESP employee shall be entitled to one (1) sick leave day per year (9- and 10-month employees will receive eleven (11) sick leave days per year; 12-month employees will receive fifteen (15) sick leave days per year). Sick leave shall accumulate to a maximum of two hundred twenty (220) days, including the leave for the current year. Employees who use four (4) or fewer sick leave days per year will be granted one (1) additional personal leave day the following school year. Personal leave days accumulating beyond eight (8) days shall be added to sick leave.

3. Nine (9) and ten (10) month employees who are hired to work in the summer months will be allowed to use one (1) day of their regular accumulated sick leave during the summer.
4. A statement of accumulated sick leave shall be included on employees' paychecks.

Section B - Sick Leave Bank

1. When an employee is in need of days from the sick leave bank, he/she will give written notice to a building representative and the designated ESP sick leave bank representative, stating the number of days needed and a statement as to why the day(s) is/are needed.
2. The building representative will then put written notice and sick leave donation forms in all mailboxes in that building. All days received will be sent to the ESP sick leave bank representative.
3. If enough days are not received, the ESP sick leave representative will send out a request to the building representatives in all buildings. These will be put in all mailboxes. All days received will be forwarded to the ESP sick leave bank representative.
4. All necessary donated days will be processed by payroll at the Central Office. Any days in excess of the number requested will be returned to those employees whose days are not used. The Central Office will send written notification to those employees whose days are used.
5. The Central Office will credit the individual with the appropriate number of donated days. If the proper number of days is not received, the employee may request an unpaid leave of absence under the provisions of Section F.

NOTE: Employees are allowed to donate no more than four (4) sick leave days per year.

Section C - Funeral Leave

The first two (2) days of funeral leave shall be granted by the Superintendent for members of the immediate family as defined in the sick leave provision. One (1) additional day of funeral leave shall be granted by the Superintendent for the employee's spouse, child or parent. If more than these funeral leave days are necessary, the Superintendent may grant them and those days shall be deducted from sick leave.

Section D - Paid Personal Leave

1. Each 12-month employee shall be entitled to three (3) personal leave days per year, and each 9- and 10-month employee shall be entitled to two (2) personal leave days per year. Personal leave days may accumulate to eight (8) days. Leave days accumulating beyond this total shall be added to sick leave. An employee giving notice of retirement at least sixty (60) days prior to their last work day may roll any or all of his/her personal leave days into sick leave.
2. To receive regular personal leave, the employee shall give reasonable advance written notice to the administration for approval. Advance notice shall contain only the date, time and duration of the expected absence.
3. In an emergency, personal leave does not require advance written notice. Personal leave for emergencies shall be granted by the Superintendent provided the employee gives justifiable reason for the leave and fills out the District personal leave form upon return to work.
4. The following criteria shall apply to both types of personal leave, hereinafter referred to as "leave:"
 - a. Leave sought for additional employment or earning money shall not be granted unless approved by the Superintendent.
 - b. Leave for the day immediately preceding or following a legal holiday or school recess shall not be granted unless approved by the Superintendent.
 - c. Leave for more than three (3) days per semester and/or for more than three (3) consecutive days shall not be granted unless approved by the Superintendent.

Section E - Work-Connected Injury

An employee injured in the scope of his/her employment shall be covered by Workers' Compensation. Compensation shall be determined in accordance with the Illinois Workers' Compensation Act. In the event of a contested Workers' Compensation claim, sick leave will be charged. If there is a finding in favor of the employee on a contested claim, all sick leave charged during the period of the contested claim will be restored to the employee.

Section F - Leaves of Absence Without Pay

1. Leaves of absence without pay may be granted by the Board.
2. Requests for leave shall be filed with the Superintendent. The reason for the request and the period for which the leave is being requested will be stated. Except for leaves occasioned by military service, leaves may not exceed one (1) year in duration.
3. An employee returning from leave will be placed on the salary scale at the same step he/she held prior to the leave. In addition, consideration will be given to return the employee to his/her former position.
4. During unpaid leaves of less than one (1) year, Board-paid insurance premiums shall be prorated based upon the number of days worked, divided by days worked plus days not worked, during the school contract year the leave was taken.

Section G - Association and Professional Leave

1. The President and Vice-President/President-Elect of the Association, or their designees, and one (1) alternate shall be granted released time with pay to attend IEA, NEA, and other meetings approved by the Superintendent, not to exceed four (4) days per person per school year. If a member of the Association is an officer of the Regional Council, he/she shall also be granted released time not to exceed four (4) days per school year. This will include the Chairperson, Vice-Chairperson, Secretary, Treasurer, and Grassroots Political Activist (GPA). The Association will pay the cost of the substitute. In addition, the Association shall be provided nine (9) days total for the year to be used at the discretion of the Association for Association business. The Association shall reimburse the District for the cost of substitutes should they be required.
2. An employee holding office in a national, regional, or state professional organization in his/her job category may be granted professional leave with full pay to attend approved meetings not to exceed four (4) days per school year. Such leave shall not be deducted from sick leave or personal leave.
3. An employee may make application for a professional development day through his/her building principal stating the date, time, place and description of the professional development activity he/she is requesting. The Superintendent will have final approval authority. If approved, the employee will suffer no loss of pay or benefits. Expenses incurred by the employee may or may not be approved by the Superintendent.

Section H - Family Medical Leave

Eligible employees shall be entitled to provisions of the Family Medical Leave Act of 1993 as more fully set forth in Board Policy 5:185.

Section I - Jury Duty Leave

An employee selected to serve for jury duty will receive his/her regular pay and will not be charged with personal leave or sick leave. The employee shall remit monies he/she receives as payment for jury duty to the Central Office. The employee shall retain any mileage and travel allowances he/she received.

Article XV **Professional Compensation and Related Provisions**

Section A - Hourly Wages

1. The hourly wage schedules are set forth in Appendix C.
2. An employee authorized to work overtime (over 40 hours in a one-week period) by the building principal or his/her designee will be compensated at the rate of one and one-half (1 ½) times his/her regular hourly rate. Overtime hours of work must be authorized in advance. Overtime will be paid to the nearest five (5) minutes with the exception that an employee called in for an emergency will be paid a minimum of one (1) hour of overtime. An overtime form must be submitted prior to receiving overtime pay.
3. An employee who begins IMRF employment before November 1 of a specific year will be credited with one (1) year of service on July 1 of the following year.
4. School Health Care Professionals
 - a. Non-Professional Educator License (PEL) Registered Nurses (RN) and Licensed Practical Nurses (LPN) are paid according to the wage schedule (Appendix C). Note: A Registered Nurse (RN) with an ISBE-issued Professional Educator License (PEL) endorsed in school nursing is not subject to this agreement but rather is part of the bargaining unit represented by the Charleston Education Association.
 - b. A Registered Nurse who does not hold a PEL as a "School Nurse" yet carries out the responsibility of overseeing the coordination of the district's school health care professional services and serving as LPN supervisor shall be compensated at a rate of \$1.00 per hour above where they would be placed on the wage schedule.

- c. A Registered Nurse who, after their employment date, completes requirements to obtain the Designation for Medical Review by the ISBE will receive a one-time stipend of \$1,500.
- d. A Registered Nurse who holds the Designation for Medical Review by the ISBE will receive compensation for completing such work outside of their regular work day hours at the rate of one and one-half (1 ½) times his/her regular hourly rate as specified in this Section.
- e. In the event a School Health Care Professional who holds an RN licensure does not have a Designation for Medical Review by the ISBE, the district will employ a consultant with the requirements on an as needed basis and/or until a School Health Care Professional person has met those requirements.

Section B - Payroll Procedures

- 1. Payroll shall be issued twice per month, on the 15th day and the 30th day of each month.
- 2. Beginning with the 2019-2020 school year, all employees will be paid electronically via direct deposit. Each employee's payroll information shall be made available to them through the District's electronic payroll system on the 15th and 30th of each month. If a regular pay date falls on a date when school is not in session, electronic payroll information shall be made available the preceding day.
- 3. Nine (9) and ten (10) month employees shall have the option of receiving their pay in twenty (20) or twenty-four (24) equal installments annually. Twelve (12) month employees will receive their pay in twenty-four (24) equal installments annually. Nine (9) and ten (10) month employees shall choose their option by July 15 of each year. Once an option is chosen, the option shall continue for the entire year without change. New employees shall select their option at the beginning of their employment.
- 4. Employees may authorize deductions from their payroll for the following: Credit Union, District health insurance plan, tax-sheltered annuities and 125 plan.

Section C - Health Insurance and Related Benefits

1. For the duration of this contract, the Board will contribute a sum not to exceed \$791.00 toward each full time employee's monthly health/dental insurance premiums.

An employee participating in a High Deductible Health Plan with Health Savings Account will have the difference between the health care premium and the health care contribution rate deposited in his/her Health Savings Account.

An employee who waives participation in the district's health and/or dental insurance plans, or whose actual individual premium cost is less than the contribution rate for any given year shall not be entitled to any difference between the two.

For the sake of example, presume that the monthly premium for individual coverage for a year is \$723/month and the Board's obligation for that year is a sum not to exceed \$791/month. In such case, participating employees shall receive \$723/month toward their monthly insurance premium.

2. The Board will also provide, on a voluntary basis to each employee, the CUSD#1 Cafeteria Plan that will include provisions for family premium, medical and childcare. The Board shall pay all the cost for the establishment of this plan. The employee shall pay for any monthly maintenance cost. Each employee may redirect his/her compensation in accordance with the CUSD #1 Cafeteria Plan (Summary Plan Description).
3. The Board will pay for a Twenty Thousand and 00/100 Dollars (\$20,000) term life insurance policy.
4. The Board, CESPAs and CEAs shall have an advisory insurance committee.
The membership of the insurance committee shall be as follows:

Six (6) CESPAs members, six (6) CEAs members, one (1) principal, two (2) central office administrators, one (1) Board member.

Each member of the insurance committee may have a designated alternate. The committee can be convened at the call of the CESPAs, the CEAs or the Board. The committee will meet a minimum of twice per year, and as promptly as practicable after a call to meet has been made by the CESPAs, the CEAs or the Board.

The committee shall not engage in collective bargaining but rather consensus-building. The work of the committee is to be collaborative in

order to promote a wide range of views and opinions on the subjects with which to be dealt.

Recommendations, if any, reported by the committee will be approved by the Executive Committees of the CESP and CEA plus the final approval of the Board of Education.

The committee may utilize the services of consultants, who may attend meetings and who shall inform the committee as to recommendations in modifications of the Plan design, interpret data generated from the various reports and bidding carriers, and provide projections of future Plan performance.

The committee shall consider all options which are in the best interests of the Plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs and the like.

The committee shall consider, but not by way of limitation, the following:

- a. Additions to and modifications of the benefits currently in effect;
- b. Selections of insurance and stop-loss reinsurance carriers;
- c. Selections of third party administrators;
- d. Selections of managed care networks and brokers;
- e. Selection of funding mechanism for coverage (i.e. fully funded conventional, self funded, etc.); and
- f. Establishment of premium levels for single and family coverage
- g. Establishment of an August in-service date and schedule adequate time during the in-service to explain Insurance, the 125 Cafeteria Plan and the Health Savings Account (HSA).
- h. In addition the committee shall:
 - 1) Facilitate and communicate their constituents' interest.
 - 2) Disseminate health insurance information to their constituents.
 - 3) Serve as advisors to the Superintendent and Board of Education on health insurance issues.

Section D - Retirement Incentives

1. All employees shall receive appropriate recognition upon retirement provided they have served the Charleston District ten (10) or more years and are retiring when they leave the Charleston Schools.

To be eligible for this benefit, the employee must submit a letter of resignation to the Board at least sixty (60) days before retirement is to become effective. Emergency exemptions may be allowed upon approval by the Board.

2. Payment to eligible employees will be made as follows:

FTE Years in District	Amount Paid
10	\$2,000
15	\$2,500
20	\$3,000
25	\$3,500
30	\$4,000
35	\$4,500

3. Employees will be paid \$45 per day or 50% (whichever is greater) of the substitute teacher rate for all accumulated sick leave, not used for IMRF service credit, to a maximum of two hundred twenty (220) days.
4. The above amounts will be paid in a lump sum with the last pay to be received by the employee (retiree).

Section E - Any employee activated in the armed services shall enjoy the protections and benefits of the Illinois Military Leave of Absence Act and the Public Employee Armed Services Rights Act.

Section F - Mileage required of an employee in carrying out his/her assigned duties in accordance with Board Policy shall be reimbursed at the approved Internal Revenue Service Rate.

Article XVI

Emergency Closing of Schools

Section A - Whenever an emergency requires the closure of schools, notification of the closing will be released for broadcast over the District's alert system and appropriate media outlets, but no later than 6:00 A.M. by the Superintendent or his/her designee.

Section B - When the Superintendent or his/her designee officially closes the schools and school offices, no leave days previously arranged by an employee will be deducted for such day(s).

Section C - If school is closed after an employee reports to work, the employee will be paid his/her regular hourly rate for the hours and partial hours worked. With the approval of the administration, a twelve (12) month employee may choose to work the rest of the day or use paid leave time (vacation or personal leave). With the approval of the administration, ten (10) and nine (9) month employees may choose to work the rest of the day or leave work early. The employees will be paid for the hours worked.

Section D - When a school and/or schools are closed due to an emergency day before a twelve (12) month employee reports to work, the employee will be allowed to use paid leave days (vacation or personal leave) if, in the judgment of the administration/employee, the employee's absence will not place an undue hardship on the administration. Ten (10) and nine (9) month employees will not be allowed to use personal leave on such days since such employees will be compensated when emergency day(s) is/are made up.

Section E - In the event that the District announces eLearning Days, ESP staff members will work according to the District's current eLearning Plan. This plan is reviewed and revised as needed by the District.

Section F - If a school and/or schools are closed due to an emergency day which is classified as an "Act of God" day (ISBE definition), ten (10) and nine (9) month employees will be allowed to work on the Act of God day (report for attendance to principal/designee), take personal leave or take a day of unpaid leave. The ten (10) and nine (9) month employee could also utilize the following with approval of the building principal: make up day during spring break, make up day after the school year is over, or make up prior to the start of the next school year.

Section G - When a school day is cancelled, either in part or in whole, second and third shift employees will be called and given the choice of reporting to work early.

Section H - If the start of school is delayed ("late start") due to weather or other emergencies, an employee who is unable to report at his/her regular work time will not be required to report for work earlier than teaching employees and will be permitted to make up any missed work time.

Article XVII
Subcontracting

In the event the Board considers subcontracting bargaining unit work described in Section 10-22.34c of the Illinois School Code, the Board will adhere to the requirements of said Section.

Article XVIII
No Strike – No Lockout

Section A - No Strike

Neither the Association nor any officers or employees covered by this Agreement will instigate, promote or engage in any strike, sympathy strike, slowdown or any other intentional interruption or disruption of the operations of the Board during the term of this Agreement.

Section B - No Lockout

The Board will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

Article XVIII
Duration of the Agreement

This Agreement shall be in full force and effect from July 1, 2022 until June 30, 2026.

For the Board



Jason Coe, President



Susan Daniels, Secretary

For the Association



Marilyn Ferguson, President



Cara Reinhart, Secretary

Appendix A

Charleston Educational Support Professional Association-IEA-NEA Claim Report

(This form is to be used for the informal Step 1 of the Claim/Grievance Procedure)

- A. Which member(s) was/were involved?

- B. When/where did the event occur?

- C. What part of the contract was claimed to have been violated?

- D. What would resolve the claim?

First Meeting: The following people met informally to try to resolve this claim as indicated by their signatures below: (Signature does not indicate agreement with statements on report form.)

Claimant:_____ Date_____

CESPA Representative:_____ Date_____

Administrator/Supervisor:_____ Date_____

Notes:

1. At the end of the initial meeting this form is completed, signed by all parties and forwarded to the Superintendent. Copies are made for all parties.
2. After the initial meeting, the claimant needs to accept the resolution reached at the meeting or file a grievance within 15 work days.

Appendix B

Charleston Educational Support Professional Association-IEA-NEA Grievance Report Form

A. Grievant _____

B. School or Building _____

C. Step _____

Attach a written statement of the nature of the grievance, the specific clauses or clauses of the agreement allegedly violated and a copy of the Claim Report Form.

Sections A, B and C are to be completed by the Association or the employee.

This section is to be filled out at each Step of the Grievance Procedure.

Date of meeting _____

Signature of Persons in Attendance

Title

1) _____

2) _____

3) _____

4) _____

5) _____

Date Decision is due _____

_____ Resolved

_____ Not Resolved

Attach written administrator/Board decision

Appendix C

Secretaries					
Step	21-22	22-23	23-24	24-25	25-26
1	12.10	15.35	16.35	16.85	17.35
2	12.12	15.35	16.35	16.85	17.35
3	12.14	15.37	16.35	16.85	17.35
4	12.48	15.39	16.37	16.85	17.35
5	12.85	15.73	16.39	16.87	17.35
6	13.17	16.10	16.73	16.89	17.37
7	13.50	16.42	17.10	17.23	17.39
8	13.82	16.75	17.42	17.60	17.73
9	14.15	17.07	17.75	17.92	18.10
10	14.48	17.40	18.07	18.25	18.42
11	14.80	17.73	18.40	18.57	18.75
12	15.13	18.05	18.73	18.90	19.07
13	15.46	18.38	19.05	19.23	19.40
14	15.78	18.71	19.38	19.55	19.73
15	16.11	19.03	19.71	19.88	20.05
16	16.44	19.36	20.03	20.21	20.38
17	16.76	19.69	20.36	20.53	20.71
18	17.09	20.01	20.69	20.86	21.03
19	17.42	20.34	21.01	21.19	21.36
20	17.74	20.67	21.34	21.51	21.69
21	18.07	20.99	21.67	21.84	22.01
22	18.39	21.32	21.99	22.17	22.34
23	18.72	21.64	22.32	22.49	22.67
24	19.05	21.97	22.64	22.82	22.99
25	19.37	22.30	22.97	23.14	23.32
26	19.70	22.62	23.30	23.47	23.64
27	20.03	22.95	23.62	23.80	23.97
28	20.35	23.28	23.95	24.12	24.30
29	20.68	23.60	24.28	24.45	24.62
30	21.01	23.93	24.60	24.78	24.95
31	21.33	24.26	24.93	25.10	25.28
32	21.66	24.58	25.26	25.43	25.60
33	21.99	24.91	25.58	25.76	25.93
34	22.31	25.24	25.91	26.08	26.26
35		25.56	26.24	26.41	26.58
36			26.56	26.74	26.91
37				27.06	27.24
38					27.56

Paraprofessionals					
Step	21-22	22-23	23-24	24-25	25-26
1	12.10	15.35	16.35	16.85	17.35
2	12.12	15.35	16.35	16.85	17.35
3	12.14	15.37	16.35	16.85	17.35
4	12.16	15.39	16.37	16.85	17.35
5	12.18	15.41	16.39	16.87	17.35
6	12.20	15.43	16.41	16.89	17.37
7	12.22	15.45	16.43	16.91	17.39
8	12.32	15.47	16.45	16.93	17.41
9	12.65	15.57	16.47	16.95	17.43
10	12.98	15.90	16.57	16.97	17.45
11	13.30	16.23	16.90	17.07	17.47
12	13.63	16.55	17.23	17.40	17.57
13	13.96	16.88	17.55	17.73	17.90
14	14.28	17.21	17.88	18.05	18.23
15	14.61	17.53	18.21	18.38	18.55
16	14.94	17.86	18.53	18.71	18.88
17	15.26	18.19	18.86	19.03	19.21
18	15.59	18.51	19.19	19.36	19.53
19	15.92	18.84	19.51	19.69	19.86
20		19.17	19.84	20.01	20.19
21			20.17	20.34	20.51
22				20.67	20.84
23					21.17

Health Care Professionals					
Step	21-22	22-23	23-24	24-25	25-26
1	19.08	22.33	23.33	23.83	24.33
2	19.58	22.33	23.33	23.83	24.33
3	19.60	22.83	23.33	23.83	24.33
4	19.62	22.85	23.83	23.83	24.33
5	19.69	22.87	23.85	24.33	24.33
6	20.04	22.94	23.87	24.35	24.83
7	20.38	23.29	23.94	24.37	24.85
8	20.72	23.63	24.29	24.44	24.87
9	21.06	23.97	24.63	24.79	24.94
10	21.41	24.31	24.97	25.13	25.29
11	21.75	24.66	25.31	25.47	25.63
12	22.09	25.00	25.66	25.81	25.97
13	22.44	25.34	26.00	26.16	26.31
14	22.78	25.69	26.34	26.50	26.66
15	23.12	26.03	26.69	26.84	27.00
16		26.37	27.03	27.19	27.34
17			27.37	27.53	27.69
18				27.87	28.03
19					28.37

Custodians					
Step	21-22	22-23	23-24	24-25	25-26
1	12.10	15.35	16.35	16.85	17.35
2	12.54	15.35	16.35	16.85	17.35
3	13.34	15.79	16.35	16.85	17.35
4	13.71	16.59	16.79	16.85	17.35
5	14.09	16.96	17.59	17.29	17.35
6	14.42	17.34	17.96	18.09	17.79
7	14.74	17.67	18.34	18.46	18.59
8	15.07	17.99	18.67	18.84	18.96
9	15.40	18.32	18.99	19.17	19.34
10	15.72	18.65	19.32	19.49	19.67
11	16.05	18.97	19.65	19.82	19.99
12	16.38	19.30	19.97	20.15	20.32
13	16.70	19.63	20.30	20.47	20.65
14	17.03	19.95	20.63	20.80	20.97
15	17.35	20.28	20.95	21.13	21.30
16	17.68	20.60	21.28	21.45	21.63
17	18.01	20.93	21.60	21.78	21.95
18	18.33	21.26	21.93	22.10	22.28
19	18.66	21.58	22.26	22.43	22.60
20	18.99	21.91	22.58	22.76	22.93
21	19.31	22.24	22.91	23.08	23.26
22	19.64	22.56	23.24	23.41	23.58
23	19.96	22.89	23.56	23.74	23.91
24	20.29	23.21	23.89	24.06	24.24
25	20.62	23.54	24.21	24.39	24.56
26	20.94	23.87	24.54	24.71	24.89
27	21.27	24.19	24.87	25.04	25.21
28	21.60	24.52	25.19	25.37	25.54
29	21.92	24.85	25.52	25.69	25.87
30	22.25	25.17	25.85	26.02	26.19
31	22.58	25.50	26.17	26.35	26.52
32	22.90	25.83	26.50	26.67	26.85
33	23.23	26.15	26.83	27.00	27.17
34	23.56	26.48	27.15	27.33	27.50
35		26.81	27.48	27.47	27.83
36			27.81	27.98	28.15
37				28.31	28.48

Head Custodians & Maintenance Staff					
Step	21-22	22-23	23-24	24-25	25-26
1	12.92	16.17	17.17	17.67	18.17
2	13.42	16.17	17.17	17.67	18.17
3	14.22	16.67	17.17	17.67	18.17
4	14.60	17.47	17.67	17.67	18.17
5	14.99	17.85	18.47	18.17	18.17
6	15.31	18.24	18.85	18.97	18.67
7	15.64	18.56	19.24	19.35	19.47
8	15.97	18.89	19.56	19.74	19.85
9	16.29	19.22	19.89	20.06	20.24
10	16.62	19.54	20.22	20.39	20.56
11	16.95	19.87	20.54	20.72	20.89
12	17.27	20.20	20.87	21.04	21.22
13	17.60	20.52	21.20	21.37	21.54
14	17.93	20.85	21.52	21.70	21.87
15	18.25	21.18	21.85	22.02	22.20
16	18.58	21.50	22.18	22.35	22.52
17	18.90	21.83	22.50	22.68	22.85
18	19.23	22.15	22.83	23.00	23.18
19	19.56	22.48	23.15	23.33	23.50
20	19.88	22.81	23.48	23.65	23.83
21	20.21	23.13	23.81	23.98	24.15
22	20.54	23.46	24.13	24.31	24.48
23	20.86	23.79	24.46	24.63	24.81
24	21.19	24.11	24.79	24.96	25.13
25	21.52	24.44	25.11	25.29	25.46
26	21.84	24.77	25.44	25.61	25.79
27	22.17	25.09	25.77	25.94	26.11
28	22.50	25.42	26.09	26.27	26.44
29	22.82	25.75	26.42	26.59	26.77
30	23.15	26.07	26.75	26.92	27.09
31	23.47	26.40	27.07	27.25	27.42
32	23.80	26.72	27.40	27.57	27.75
33	24.13	27.05	27.72	27.90	28.07
34	24.45	27.38	28.05	28.22	28.40
35		27.70	28.38	28.55	28.72
36			28.70	28.88	29.05
37				29.20	29.38
38					29.70

BOARD OF EDUCATION

CHARLESTON COMMUNITY UNIT SCHOOL DISTRICT NO. 1

AND

CHARLESTON EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION, IEA/NEA

AND

CHARLESTON EDUCATION ASSOCIATION, IEA/NEA

Memorandum of Understanding

The parties to this Memorandum of Understanding have a mutual interest in exploring guidelines and parameters by which Educational Support Professional could apply for, perform and receive a nominal fee for co-curricular duties offered by the District as listed in the Professional Negotiations Agreement between the Charleston Education Association and the Charleston Board of Education. The parties agree that these co-curricular duties constitute bargaining unit work of the Charleston Education Association. The parties further agree that performance of these duties by members of CESPA do not have Federal overtime pay implications, as further discussed below.

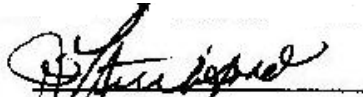
Therefore, the parties agree that if a member of CESPA were to perform said co-curricular duties, and if the member were to receive the stipend delineated in the CEA bargaining agreement, then the member would rightfully be considered a *bona fide* volunteer.

The understanding that the CESPA member is a *bona fide* volunteer is based upon an agreement that:

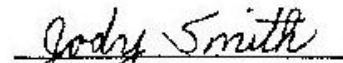
- The service performed by the member is for a public agency for civic reasons, and without expectation of compensation for the services rendered.
- The member is a volunteer freely and without direct or implied coercion from the District.
- The member is not employed by the District to perform the same type of services as those for which he or she is volunteering.
- The stipend is of an amount so as to constitute a nominal fee: the amount is not tied to the amount of time spent volunteering, the amount is not tied to the activity's success, the amount is considerably less than what the member is paid in his or her regular employment, and the amount constitutes less than twenty percent (20%) of what the District would otherwise pay a full-time employee for the same services.


For the CESPA

Dated: 8-8-12


For the Board

Dated: 8-8-12


For the CEA

Dated: 9-5-12