

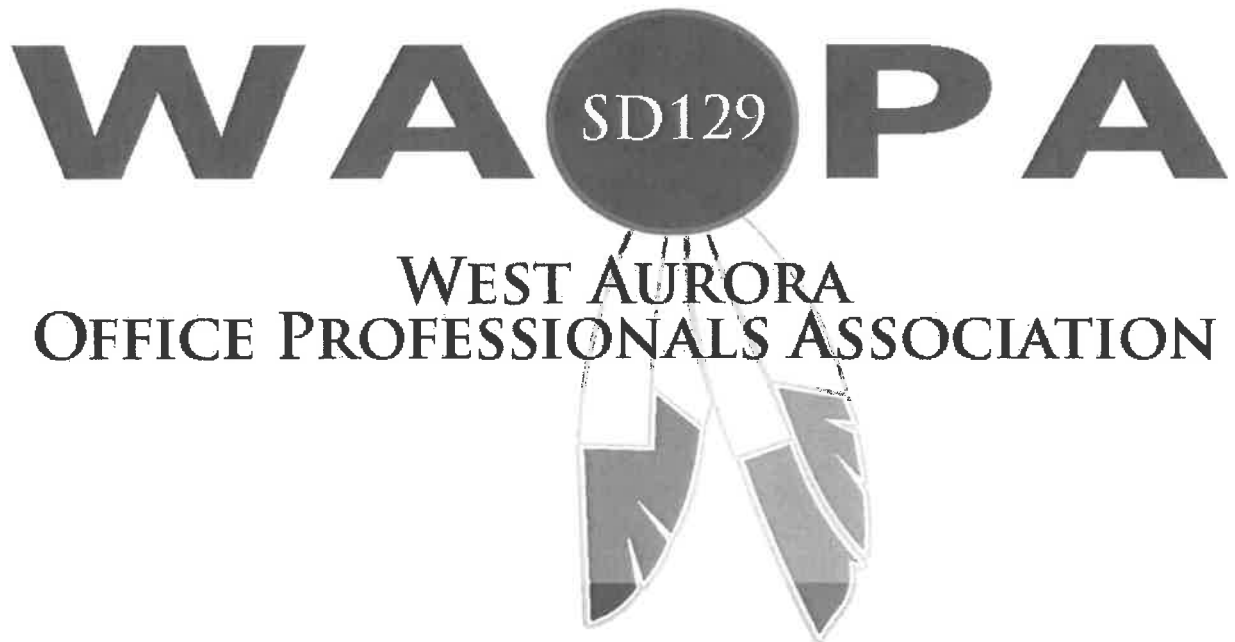
WAOPA - July 1, 2020 - June 30, 2025

West Aurora Office Professionals Association

Contract: July 1, 2020 - June 30, 2025

Union President: Stacy Krisch

School Board President: Bob Gonzalez



2020 - 2025



New WAOPA logos approved, per Administration,
with the 2016-2020 contract.

AGREEMENT BETWEEN WAOPA AND DISTRICT 129

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AGREEMENT BETWEEN WAOPA AND DISTRICT 129

PREAMBLE

Pursuant to the provisions of the State of Illinois concerning employee relations within the public schools, this constitutes an Agreement between the West Aurora District 129 a Kane County Public School District, hereinafter called the "District" and West Aurora Office Professional Association (WAOPA)/Illinois Education Association/National Education Association), and hereinafter called the "Association."

ARTICLE 1. RECOGNITION OF BARGAINING UNIT

1.1 EXCLUSIVE REPRESENTATION

The West Aurora CUSD District 129 hereby recognizes the West Aurora Office Professional Association (WAOPA) as the exclusive bargaining representative for all Office Professional positions listed in appendix A of this negotiated agreement. Positions excluded from the Association are listed in appendix B which are confidential, supervisory, or otherwise exempt positions specified by statute and/or the Illinois Educational Labor Relations Act (IELRA).

1.2 TEMPORARY EMPLOYEES

Temporary employees are not members of this bargaining unit. If the District has a reasonable expectation that a temporary assignment will have duration of sixty (60) or more days, the employee will become a member of the bargaining unit on their first day of work in that assignment. In the case of a terminated employee the replacement shall become an Association member after sixty (60) work days.

Any temporary work should be offered to WAOPA members at the rate of pay for that position prior to utilizing outside sources. Temporary work shall be posted 5 days before outside sourcing.

1.3 DEFINITIONS

1.3.1 The term “employee” or “regular employee” when used hereinafter shall mean all bargaining unit members as described in Section 1.1.

1.3.2 The term “supervisor” when used hereinafter shall refer to the appropriate District administrator.

1.3.3 The term “days” when used hereinafter shall mean workdays as opposed to “calendar” days, unless otherwise defined in this contract.

1.3.4 The term “Association” when used hereinafter shall mean the West Aurora Office Professional Association (WAOPA)/Illinois Education Association/National Education Association.

1.3.5 The term “full-time” when used hereinafter shall apply to any employee who works thirty (30) or more hours per week during that employee’s work year calendar.

1.3.6 For purposes of this agreement, a part-time employee is an employee who does not meet the criteria of full-time employees described in the previous sub section.

1.3.7 The term “seniority” when used hereinafter shall refer to continuous length of service within the WAOPA bargaining unit from the employee’s first workday as defined in 7.1.

1.3.8 The term “seniority list” when used hereinafter shall refer to a list of employees in the bargaining unit. Employees shall be listed from the most to the

least senior. For annual publication purposes only, employees having the same seniority date will be listed in alphabetical order.

1.4 POSITIONS

OFFICE PROFESSIONAL POSITIONS

- Vacancy will be submitted to WAOPA Board the morning after Board Approval.
- WAOPA will have 24 hours to review job descriptions with no proposed changes prior to posting.
- WAOPA will have 72 hours to meet with HR to discuss changes to existing job descriptions prior to posting.
- Open positions will be posted internally for 5 days prior to posting outside applicants (it is our expectation that current OP's will not share these openings with outside members during this time in order to afford our current employees the opportunity to advance).
- All internal applicants are guaranteed an interview – it is our expectation that best candidate will be offered the open position. – If rejected the employee is entitled to have a conversation with the hiring administrator to further discuss why an alternate candidate was selected.

ARTICLE 2. ASSOCIATION REPRESENTATIVE AND MEMBERSHIP

2.1 FAIR SHARE

All employees covered by this Agreement, who are not members of the Association, upon their initial employment and as long as they remain members of this Association, and continuing during the term of this agreement, shall pay to the Association each month their fair share of the costs of the services rendered by the Association that are chargeable to non-members under State and Federal law.

Such fair share payment by non-members shall be deducted and remitted by the employer from the earnings of the non-member employee covered by this Agreement. The Association shall submit to the employer an affidavit which specifies the amount of fair share; said amount shall not exceed the dues required of the members of the Association.

Upon receipt of said affidavit, the employer shall submit to the Association a list of all those non-members and their location. The Association shall post the legal notice of fair share fee information on bulletin boards in each location. The notice shall contain the information to process a fair share fee objection.

Under no circumstances shall the Association overcharge a non-member.

2.2 RELIGIOUS OBJECTIONS TO ASSOCIATION

Any member objecting to the fair share fee based upon bonafide religious tenets or teaching of a church or religious body, of which the employee is a member, shall pay an amount equal to the fair share fee to a non-religious charitable organization. The organization shall be mutually agreed upon between the member and the Association. If there is no agreement on a charitable organization then the employee may choose from a list of charitable organizations provided by the Illinois Educational Labor Relations Board (IELRB).

2.3 PAYROLL DUES/FEE PAYER DEDUCTION

The District will provide for payroll deduction of Association dues and representation fees upon authorization by the employee. Payroll deduction authorizations submitted by the first day of the month shall be recognized as effective for that month. Payroll deductions shall be bi-monthly per 24 payroll periods. The District shall begin such deductions no earlier than the next pay cycle after certification by the association. Once authorized payroll deductions shall follow 2.1 above.

Per the IEA Prorated Dues Policy – FULL Dues are charged beginning September 1st of each year. New hires starting after the beginning of the school year shall follow the Prorated Dues Policy set forth by the IEA. A copy of the dues schedule will be available to any new hire upon request.

2.4 INDEMNIFICATION

The Association, the Illinois Education Association and the National Education Association agree to defend, indemnify, and save the Board harmless against any claims, demand, suit or other form of liability which may arise by reason of any action taken by the Association or the Board in complying with the provisions of this Section, provided that this Section shall not apply to any claim, demand, suit or other form of liability which may arise as a result of the Board's failure to comply with the lawful obligations imposed upon it by the Section.

ARTICLE 3. ASSOCIATION RIGHTS

3.1 USE OF DISTRICT BUILDINGS

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business provided, however, such meetings must be scheduled with the building principal/supervisor and shall not have precedence over routine educational use or over previously scheduled use by other agencies.

3.2 PARTICIPATION DURING WORKING HOURS

As it applies to District business, representatives authorized by the Association to participate during contract hours in grievance procedures, conferences and/or meetings will be allotted a total of 50 hours per year during contract hours to meet and shall suffer no loss of pay.

3.2.1 During the 12 months prior to the expiration of this agreement, representatives on the negotiation team will be allotted 100 hours cumulatively during contract hours to prepare for and attend district negotiation meetings. These hours shall be separate from hours allotted for District business above.

3.3 FINANCIAL INFORMATION

The District, upon request, shall furnish at no cost to the Association previously compiled and reasonable information concerning the financial resources of the District, including, but not limited to, annual financial reports and audits, budgeting requirements and allocations, staff open position postings, agendas and minutes of all board meetings and such information as may be legally deemed public information regarding student enrollment and employee names and addresses.

3.4 NEW EMPLOYEE

3.4.1 The District shall provide the name of new employees to the Association within one week of start date as part of the reporting of seniority.

3.4.2 New Hires Wages for the 2020-2021 school year, all new members will be hired using the chart referenced in Appendix C and No Prior Experience will be considered.

New Hire wages for the 2021/22 through 2024/25 school year, all new members will be hired using the chart referenced in Appendix C. Any relevant outside experience may be considered and may be used for salary placement.

Category Changes – Any current member who is hired for a position in a different category will receive a 6% increase / decrease for each category changed. (IE:

moving from Category B to Category D would receive a 12% increase to hourly wages.)

3.5 DISTRICT INTERNAL MAIL-E MAIL SERVICE

The Association shall have the right to reasonable use of the District's internal mail/E-Mail service and mailboxes.

3.6 CONTRACT ADMINISTRATION

On a regular basis, as scheduled by the Association and the District, the parties shall meet to discuss problems relating to interpretation or compliance with this Collective Bargaining Agreement and any other issues of concern to either party. Such meetings will be held as requested by either party, but the parties shall schedule at least three (3) meetings per year. When a request is made, the meeting shall be held as soon as practical, but within a reasonable amount of time. If the meetings occur during the work day, the employee must have approval from their direct supervisor to attend the meeting during their lunch and/or break time as no substitutes may be requested. The employees shall suffer no loss in pay.

3.7 ASSOCIATION OFFICERS' LIST

The Association agrees to supply the District with a list of Association officers and to keep such lists current.

3.8 AGENDA AND BOARD MEETING MINUTES

3.8.1 Upon request the Association shall be placed on the agenda of an official meeting of the Board of Education. To insure proper consideration of each topic, the Association will submit its request in writing to the Superintendent and/or designee, a copy of which may be mailed to the Board Presidents, giving details of the topic to be discussed. Such correspondence shall be submitted in advance of the meeting to the Board allowing reasonable time to explore and study the topic. The Association shall not use this channel to circumvent the negotiations process.

3.8.2 A copy of all official Board minutes shall be emailed or placed in a mailbox of the president of the Association as soon as they are adopted.

3.9 ACCESS TO INFORMATION

Upon request, the Board agrees to furnish the Association regular and routinely prepared financial reports, the audits, the tentative budget, the adopted budget, Title I budget, the register of non-certificated personnel and their addresses and to make available to the District office pertinent public reports filed with the offices of the county and State Superintendent of schools.

In addition, the Board and Administration will grant reasonable requests for readily available and pertinent public information which is relevant to negotiations and the processing of grievances. Nothing herein shall require the Administration to research or assemble information as reasonably requested of the Superintendent or the Board. The Board will provide the Association with one (1) copy of the Board policy. In addition the Board will provide the Association any changes in policies as the changes are approved by the Board.

3.10 NOTICE AND ATTENDANCE AT BOARD MEETINGS

The Board agrees to provide the Association a copy of its annual schedule of meetings.

Such notice shall be provided upon adoption of said schedule. The President of the Association, upon request and as appropriate, shall be given released time to attend any meetings scheduled during the day. The Association shall be charged the actual cost of a substitute for covering portions of the work day. The Association shall provide twenty-four (24) hours so a substitute, if appropriate, may be arranged.

3.11 NONDISCRIMINATION

The Board agrees that it will not directly or indirectly deprive any member in the exercise of any right conferred under the law or this Agreement, and that it will not discriminate against any member with respect to hours, salaries, terms or conditions of employment by reason of the individual's membership in the Association or in bargaining with the Board, or to discriminate against any member in the institution of any grievance, complaint or proceeding under this agreement. No member shall be discriminated against on account of race, gender, color, religion, ethnic or regional background or draft or marital status.

3.12 POLITICAL PARTICIPATION

The Board and the Association recognize the rights of members to participate in political affairs in a manner afforded other citizens. The member shall not coerce student involvement, shall not campaign on school premises on school time, and shall not use school equipment or supplies.

3.13 LEGAL PROTECTION

3.13.1 The Board agrees to indemnify and protect members against civil rights damage claims and suits, constitutional rights damage claims and suits, death and bodily injury and property damage claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts allegedly committed during the scope of employment or under the direction of the Board. If criminal or quasi-criminal proceedings are brought against a member alleging that the member committed an assault and/or battery arising out of employment, the Board will provide legal counsel to defend the member at the trial court level, provided that Board policy has not been violated. Time lost by a member in connection with any of the above incidents shall not result in any loss whatsoever charged against the member, provided that Board policy has not been violated.

3.13.2 Assaults on members by students or adults will not be tolerated. The Board recognizes the right of Association members to protect themselves and/or protect a student. When an assault occurs within the assaulted member's performance of duties, such shall be reported by the member immediately to the building principal and other proper authorities and members shall be counseled regarding the legal (criminal and civil) implications of the incident. Time lost by the member in connection with such assault shall not result in any loss whatsoever being charged against the member.

3.14 PERSONAL PROPERTY COVERAGE

An Association member's personal property used for instructional, job related or other reasonable purposes and on district premises shall be covered up to one thousand dollars (\$1,000.00). This coverage will be based on replacement value for loss of item through fires, flood, vandalism, theft or break-in. The loss of personal property on district premises shall be reported immediately to the principal.

ARTICLE 4. MANAGEMENT RIGHTS

West Aurora School District 129 reserves all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitution of the State of Illinois and the United States.

It is agreed that the District retains the right to establish and enforce in accordance with this Agreement and its authority under law, reasonable rules and Human Resources policies relating to the duties and responsibilities of classified employees and their working conditions.

ARTICLE 5. BARGAINING PROCEDURES

5.1 GOOD FAITH BARGAINING

The Board agrees to participate in good faith bargaining with the duly designated representatives of the Association. Both parties agree that it is their mutual responsibility to meet at reasonable times and bargain in good faith with respect to salaries, fringe benefits, grievance procedures, negotiations procedures, those area of working conditions deemed negotiable in previous Agreements and such other working conditions as agreed upon by the parties. Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counterproposals in the course of bargaining and to reach tentative agreements which shall be presented respectively to the Association and the Board for ratification.

5.2 TEAM COMPOSITION

Each party to bargain shall select no more than six (6) bargaining representatives. Each team will attempt to reflect levels in the District. The Board shall not select a member, as herein after defined, as its representative. Each party may designate one additional representative as an alternate. All participants have the right to utilize the service of consultants in the deliberation. Each of the parties represented may select a spokesperson.

5.3 COMMENCEMENT OF BARGAINING

Bargaining for a successor contract shall begin no later than thirty (30) days prior to the last day of the official school calendar unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties. In the interest of time, preliminary meetings may be held by mutual consent between the Superintendent and/or designee and the Association representative to clarify issues and exchange information. These may be requested by the President for the Association or the Superintendent and/or designee.

5.4 BARGAINING PROCEDURES

Requests to the Superintendent and/or designee shall be made directly to the Superintendent and/or designee; requests to the Board shall be made to the President of the Board, Superintendent and the spokesperson of the bargaining representatives, and request to the Association shall be made to the President of the Association and the spokesperson of the Association's bargaining representatives. The Association shall furnish copies of any pertinent information as reasonably requested by the Superintendent and/or designee or the Board,

and the Superintendent and/or designee shall furnish copies of any pertinent information as reasonably requested by the Association President.

The participants may call upon competent professional and lay representatives to consider the matter under consideration and to make suggestions. All language tentatively agreed upon shall be reduced to writing and signed as soon as practical after agreement. All tentative agreements shall be subject to the agreement on a total contract. When the Association and the Board reach a tentative agreement on all matters negotiated, the items will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval.

5.5 DISTRIBUTION OF CONTRACT

As soon as feasible after the execution of this Agreement, electronic copies will be provided.

It shall be in a form mutually agreed.

The District shall provide electronic copies to all employees. Two (2) signed copies of the final Agreement shall be retained for the purpose of records. One shall be retained by the District, and one by the Association.

5.6 MEDIATION PROCEDURES

- A. If agreement is not reached after a reasonable period of negotiations and within forty-five (45) days of the scheduled start of the school year, either party may declare to the other in writing that an impasse exists and call for a mediator. The other party shall join in such a request. No mediator shall have authority to make public any recommendations for settlement.
- B. The Federal Mediation and Conciliation Service (FMCS) shall be requested by the parties to appoint a mediator. If FMCS is unable to provide a mediator within a reasonable period of time the parties shall request the services of a mediator from the Illinois Educational Labor Relations Board.
- C. Nothing in this section shall preclude the Association and Board from jointly requesting a mediator without declaring an impasse.

ARTICLE 6. WORK HOURS, WORK DAYS, CANCELLATION

6.1 HOURS, BREAKS

Work schedules, regularly assigned work shifts, work days and hours, shall be assigned by the District. Total time worked in any workday, including the employee's regular work shift, shall not exceed twelve (12) hours except during an emergency.

Required training or in-service taken during the normal workday shall be compensated at the normal rate of pay. Upon request of affected employee(s), substitutes, if available, will be provided for mandatory training or in-service during the normal workday. When an employee is required to attend in-service or training in excess of the employee's regular workday, they shall be compensated at the normal rate of pay unless the employee exceeds forty (40) hours of work, in which case, District overtime provisions shall apply.

Part-time employees shall be entitled to one (1) fifteen (15) minute duty free break.

Full-time employees shall be entitled to two (2) fifteen (15) minute duty free breaks.

A thirty (30) minute duty free lunch for full time employees shall be scheduled by the District, as near as practical to the middle of the work shift, provided such lunch period is not counted as part of the shift length nor for pay purposes.

6.2 DAYS OF WORK

WAOPA member's number of paid working days is defined as below with the agreement that the count may vary each year by one day due to how the holidays fall on the annual calendars. Exact days will be defined in the member's Notification of Employment provided by the Executive Director of Human Resources annually.

- 9 Month employee days will equate to 191 work days
- 9.5 Month employee days will equate to 201 work days
- 10 Month employee days will equate to 213 work days
- 11 Month employee days will equate to 230 work days
- 12 Month employee days will equate to 261 days (262 days during Leap year)

6.2.1 Beginning the 16-17 calendar, the middle school principal office professional position will become an eleven (11) month (230 days) calendar. With this change, the position will no longer qualify for vacation time. – This section expires on 6/30/2021.

6.3

CANCELLATION OF SCHOOL

6.3.1 As applies to 9, 10, and 11 month Office Professionals:

Upon the Superintendent's decision to close the school or the district due to weather conditions or emergency situations, the employee will have such designated day off.

That same number of days shall be extended beyond the last scheduled school day.

6.3.2 As applies to 12 month Office Professionals:

Upon the Superintendent's decision to close school or the district due to weather conditions or emergency situations, the employee may use a vacation, sick or personal day for the absence if they are unable to report to work.

ARTICLE 7. SENIORITY

7.1 DEFINITION

Seniority is defined as continuous length of service within the bargaining unit starting the employee's first workday. The employee shall be given credit for time served while under probation, upon receiving permanent employment. All employees who are or have been part-time employees (less than thirty hours weekly) shall be given seniority credit at the rate of one (1) year for every two (2) years worked as a part time employee. New employees to the district shall serve a probationary period of sixty (60) days.

7.2 SENIORITY CREDITS

Employees who terminate employment with the District shall lose all seniority credits

7.3 SENIORITY ACCRUAL

Seniority shall accrue during approved sick/medical leaves provided such leave does not exceed six (6) months or the accumulated sick leave whichever is greater. During other leaves, seniority shall not accrue.

7.4 SENIORITY TRANSFERS

Employees who move from another West Aurora School District employee group to this unit shall retain their in-district seniority. However, the employee shall start at year one seniority and salary schedule placement within WAOPA as defined in section 15.1.

7.5 TERMINATION OF EMPLOYMENT

When an employee terminates employment with the District seniority is discontinued. Therefore, if the employee is later rehired, the employee's seniority starts at zero (0).

ARTICLE 8 - POSTINGS

8.1 JOB POSTINGS

All vacancies or new positions and their associated job descriptions shall be posted for not less than five (5) working days, except in the case of an emergency. Postings and related job descriptions will also be emailed to WAOPA members so that interested employees have the opportunity to apply for such positions. During this period qualified employees interested in applying for posted positions must so state in writing to the Human Resources Division. Vacancy notices shall be sent to the Association President the day following Board approval of the vacancy.

8.2 POSITION QUALIFICATIONS

The first consideration in filling vacant positions shall be the applicant's ability to meet the primary qualifications of the position by completing a skills based assessment for said position. All WAOPA members who pass the skills based assessment test will be interviewed. Upon request, an employee shall receive in writing within five (5) work days, reasons for not being selected for a transfer.

8.3 INVOLUNTARY TRANSFERS

The District shall attempt to obtain voluntary employee transfers before involuntarily transferring employees. If there are no qualified volunteers, the District may involuntarily transfer employees. The employer shall make involuntary assignments beginning with the least senior member in the bargaining unit regardless of the member's current job schedule without loss of benefits or seniority.

8.4 TEMPORARY DUTIES

8.4.1 When an employee is temporarily transferred to or temporarily performing the duties of another position he/she shall be paid his/her regular rate of pay. If the temporary position is a higher rate of pay, the employee shall be paid the higher rate for the duration of the temporary duty.

8.4.2 When an employee is temporarily performing internal coverage for a position that is essential to the daily functions of the district, that office professional will be compensated by time sheeting or compensatory time compliance with the Fair Labor Act if working past their daily contract hours.

Temporary is defined as three (3) days or more with supervisor approval for compensatory time.

ARTICLE 9. VACATION, HOLIDAYS, LEAVES

9.1 SENIORITY PREFERENCE

Twelve (12) month employees with greater seniority shall be given preference of vacation days within the respective workstation involved.

9.2 VACATION REQUESTS

Twelve (12) month employees eligible for vacation shall submit to the District their request electronically via the current program.

9.3 VACATION

OP's hired after June 30, 2016 as a 12 month employee, will receive in accordance with the following schedule and allocated on July 1st of each year, on a pro-rated basis:

- 1 – 3 Years of employment = 10 days
- 4-7 years of employment = 15 days
- 8+ years of employment = 20 days

Grandfather Clause: For those current employees who were hired to work in the District prior to July 2016, and currently work in a position less than 12 months a year; said employees are grandfathered into the previous contract language granting them 20 days of vacation if they advance to a 12 month position at any time in the future. It is understood that if they are a mid-year transfer they will receive a prorated vacation package for the first year. However, at no time thereafter will they receive less than 20 vacation days after becoming a 12-month employee.

9.4 PAID HOLIDAYS

Holidays will be authorized paid when these days occur during the employee's scheduled work year. The District and Association agree that the name and dates of the paid holidays may change during the term of this agreement.

Employees pre-approved by their supervisor to work on any of the paid holidays shall receive double their normal rate of pay for such work. If such work causes the employee to work more than forty (40) hours in that week, the hours in excess of forty (40) hours shall be paid at double time.

- 9 month Office Professionals working calendar will include 10 paid non-attendance/holidays per year.
- 9.5 month Office Professionals working calendar will include 12 paid non-attendance/holidays per year.

- 10 month Office Professionals working calendar will include 12 paid non-attendance/holidays per year.
- 11 month Office Professionals working calendar will include 12 paid non-attendance/holidays per year.
- 12 month Office Professionals working calendar will include 15 paid non-attendance/holidays per year.

The Human Resources department will provide calendars to members of each group indicating the paid non-attendance/holidays on an annual basis no later than May 15th for the upcoming school year. The paid non-attendance/holidays shall correlate to the standard national holidays and the district calendar. Should the timing of a non-attendance/holiday pose a staffing problem, the district shall issue a "floating day". The floating day may be taken at the employees' election with Supervisor approval and must be used in the same school year or be forfeited.

9.5 SICK LEAVE

At the beginning of each school year, sick leave will be granted to all employees under this Agreement with the unused days to accumulate as provided by law. If an employee terminates employment prior to the end of the work year, and such employee has used more sick leave days than have been earned, such excess days shall be withheld from the employee's payroll.

Sick leave will be earned in accordance with the following schedule:

- 9 month employees earn 12 days per year
- 9.5 month employees earn 13 days per year
- 10 month employees earn 13 days per year
- 11 month employees earn 14 days per year
- 12 month employees earn 15 days per year

Days will be made available for use on the first day of employment of the school year. Employees beginning employment after July 1st will be allocated on a pro-rated basis.

9.6 SICK LEAVE UTILIZATION

9.6.1. Employees must notify their supervisor of pending absence and enter via the current district program at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service should such services be provided.

9.6.2 Sick leave may be used for illness, injury or to care for members of an employee's immediate family or a member of a household regularly residing in the employee's household. Immediate family is defined as spouse, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, stepparents, and stepchildren. Accumulated leave will be available for utilization as needed provided, however, that in instances of extended absence beyond three (3) consecutive workdays, or in any situation where the District has a concern regarding the appropriate use of sick leave, the employee will provide medical verification of the illness and fitness to return to work as may be required. Failure to submit such verification shall result in payroll deduction in sick leave and subject the employee to disciplinary action.

9.6.3 At the end of the Office Professionals employment; the Office Professional may choose to follow the contract language set forth under 15.8 of this contract.

9.7 ADOPTIVE LEAVE

An employee's adoption of a child will be considered an approved use of sick leave.

Approved uses of sick leave will include the employee meeting with an adoption agency, attorney, or physician, health verification of the employee, home visitations, and travel time to pick up adoptive child, and support of an adoptive child after placement in the home. Verification of an employee's absence will be provided to the District for any number of days in conjunction with an attorney, adoption agency, or physician. The adoption of a child by an employee qualifies for leaves provisions of this contract including, but not limited to the provisions of the Family and Medical Leave.

9.8 BEREAVEMENT LEAVE

Bereavement occasioned by death in the immediate family or a member of the household (Those who regularly reside in the employee's household.) will constitute basis for utilization of three (3) days of leave except that the time may be extended upon prior approval of two (2) additional days because of distance or other extenuating circumstances. Additional days that are approved shall be deducted from sick leave or personal leave. Bereavement leave shall be available for each occurrence that qualifies under this provision. (Immediate family is defined as spouse, children, parents, sister, brother, grandparents,

grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle, stepparents, and stepchildren.)

9.9 PERSONAL BUSINESS AND EMERGENCY LEAVE

Employees will receive two (2) days of personal leave per year. The leave is to be used for employee personal business which cannot be scheduled outside regular employment hours. Employees can accrue up to a maximum of three (3) days of personal leave. The leave is to be pre-approved by the supervisor and requires forty-eight (48) hours' notice, except in case of an emergency. Approval of the leave may be based upon the scheduled workload and the availability of substitutes at the time of the requested leave. The leave shall not be granted during the first or last five (5) days of student attendance or the days preceding or following a school vacation or holiday. The use of three consecutive personal leave days must be prior approved by the Executive Director of Human Resources.

Unused personal leave days will carry over as follows:

One (1) unused personal leave day carries over into the following academic year as an additional personal day. The remainder of unused personal leave days carries over into the following academic year as additional sick leave days.

9.10 PLANNED MEDICAL LEAVE

Planned medical leaves or authorized absences must be pre-arranged as soon as the dates are known.

Leaves or authorized absences shall begin no later and end no sooner than the dates established by the employee's physician as the minimum required for health and safety.

When the interruption of performance of duty occurs within an annual work period, then for that period of time the employee's personal physician shall certify the employee physically unable to perform the responsibilities of the contract. Any sick leave accrued to the employee's credit may be taken in lieu of absence without pay.

9.11 UNPAID LEAVE OF ABSENCE

Upon recommendation of the immediate supervisor through administrative channels to the superintendent or designee and with approval by the Board of Education, an employee may be granted an extended leave of absence for a period not to exceed one (1) year.

Leaves of absence will not be granted for the employee to accept a position in another public or private educational organization in the State of Illinois unless an honor has been given to the employee. Members on leave may maintain their participation in any District insurance program by assuming the total cost thereof. Members on leave shall give notice of their intent to return to the (Director of)

Human Resources by March 1 of the year prior to the school year they intend to return. Members on leave shall not suffer any loss of accrued sick leave.

Members are not guaranteed their former position upon return and will need to accept any open position offered to them in the same job classification regardless of location within the district at the time of their return. If no position is open, the member will become a "Floating Sub" at their current rate of pay and must fill any open OP Sub position throughout the entire district regardless of job category. Please note this may mean the member will be working in multiple buildings each week. Member may apply for any open position that becomes available during this time with the expectation that the best candidate will still be offered the position. If a job opens in the member's former job category during this time, the said member will automatically be offered this position as a permanent placement and cease being a "Floating Sub".

9.12 DUTY CONNECTED INJURY

When an employee is injured on the job, the employee is to notify the current District workers compensation company and their Supervisor. Full salary is paid by the district for the dates of injury.

When an absence occurs due to a duty-connected injury or liability the employee shall have the following options:

Accept the two-thirds (2/3) of his/her salary from Worker's Compensation provider with no loss of sick leave.

OR

Accept the two-thirds (2/3) of his/her salary from Worker's Compensation provider and the additional one-third (1/3) of his/her salary from the District with a loss of one-third (1/3) day charged against his/her accumulated sick leave. However, payment from the District will cease when all sick leave has been exhausted.

For employees with greater than one year service, the District will maintain healthcare coverage for the employee until he/she returns to work.

9.13 ASSOCIATION LEAVE

The District shall grant leave with pay to employees for Association purposes as determined by the Association president or designee. The intended use of this leave must be scheduled in advance with the employee's supervisor. The employee must have approval from their direct supervisor and Human Resources

Administrator to attend the meeting as no substitutes may be requested. The employees shall suffer no loss in pay.

9.14 FAMILY MILITARY LEAVE

Employees shall, upon request, be granted a family and military leave of absence in accordance with the federal and state law for the purpose of spending time with immediate family members (children or spouse) serving in the armed forces immediately prior to or following deployment to a zone of conflict or when on leave from the same. The first three (3) days of such leave shall be paid. Employees may also utilize any additional unused personal leave.

ARTICLE 10. COMMITTEES

10.1 DISTRICT COMMITTEES

The District and the Association agree to jointly promote safe and healthful working conditions and will cooperate in safety matters and encourage employees to work in a safe manner. Employees may serve, as appointed or elected by the Association, on any school or District committees.

10.2 SAFETY PLANS

The Association and the employees agree to abide by all safety/emergency preparedness rules of the District.

ARTICLE 11. GRIEVANCE PROCEDURE

11.1 DEFINITION

A grievance is a claim filed by an educational employee, and/or the Association with the consent of an aggrieved employee, alleging that the District has violated, misinterpreted, misapplied, unfairly applied, or not applied any provision of this Agreement which affects said employee and which will be processed as herein after provided.

This Article will not limit an employee's right to discuss a complaint via administrative channels and to solve the problem without resort to these grievance channels.

11.2 CONTENT OF A GRIEVANCE

During each step where a grievance is submitted in writing, the written statement will clearly specify:

- A. The name of the aggrieved person, the manner in which the aggrieved person has been injured, and the proposed remedy or remedies for resolution of the grievance
- B. The specific section of the Agreement allegedly violated When this alleged violation occurred
- C. In what way there has been a violation, misinterpretation or misapplication of this Agreement
- D. The results of the previous step in the grievance procedure and why the suggested solution(s) were unsatisfactory.

11.3 DAYS

A work day is defined as a day when the Administration Office is open for business. Days will mean workdays, except as specified herein.

11.4 ALTERNATIVE PROCEDURES FOR SPECIAL SITUATIONS

Provided the employee and their immediate supervisor agree, and the contract provision grieved is not within the purview of the supervisor, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step.

11.5 RIGHTS GUARANTEED

Witnesses may be utilized by either party at any step of the grievance procedure. All documents, communications and records dealing specifically with the process of a grievance will be considered confidential and filed separately from the personnel records.

No reprisals of any kind will occur by the District or the Association against any grievant or other educational employee participating in the grievance procedure. The individual circumstances of an alleged grievance will not be subject to negotiations.

11.6 CLASS GRIEVANCES

A single grievance claim may be initiated at Step 2 in the interest of a group of employees having a common complaint. Such grievance may be brought by the group of employees themselves or by the Association on their behalf with their authorization.

11.7 COOPERATION OF BOARD AND ADMINISTRATION

The Board, the Administration, and the Association will cooperate in the investigation of any grievance, and further, will furnish such information as is requested for the processing of any grievance.

11.8 PROCEDURES

11.8.1 In the event that a member believes there is a basis for a grievance, the member shall first discuss the alleged grievance with the building supervisor. Such discussion shall be initiated within ten (10) days of the occurrence of the event resulting in the claim or when such might reasonably be ascertained to have occurred.

11.8.2 If, as a result of the informal discussion with the building supervisor, a grievance still exists, the grievant may invoke the formal grievance procedure by requesting such in writing. The member shall notify an Association representative of the claim and the representative shall participate in discussions held at each step outlined in 11.8.3. This formal step must be taken within ten (10) days of the informal conference. The written request shall be delivered to the Superintendent of Schools and/or designee and a copy given to the supervisor.

11.8.3 Step 1 - Within five (5) days of receipt of the grievance, the supervisor shall meet with the member and an Association representative in an effort to resolve the grievance. The supervisor shall indicate disposition of the grievance in writing within five (5) days of such meeting. The Association shall be entitled to a copy of all such dispositions.

Step 2 - If the member or the Association is not satisfied with the disposition of the grievance or if no disposition has been made within five (5) days of such meeting, the grievance shall be transmitted to the Superintendent and/or designee. Such transmittance shall be within ten (10) days of the meeting with the supervisor. If requested, the member shall meet with the Superintendent and/or designee to discuss the grievance, accompanied by a representative chosen by the member. The Association shall be notified of such meeting and may have a representative attend. The Superintendent and/or designee may request the supervisor and other affected persons to attend. If the grievance is unresolved, the Superintendent and/or designee shall make a written disposition of the grievance within five (5) days of such meeting. For purposes of this section, the Superintendent and/or designee may designate another administrator to act as representative.

Step 3 - If not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to the Board of Education, such to be filed no later than five (5) days following the decision of the Superintendent and/or designee. The appeal may be in writing or by way of an oral hearing, as the Association may request, and if the latter, shall be closed unless otherwise mutually agreed and shall be before the full Board or a committee thereof as the Board shall designate. Any such hearing shall be scheduled within ten (10) days of the date of filing of the grievance at Step III. The Board shall communicate its decision in writing to the aggrieved member and the Association President within five (5) days following the hearing. Those persons who have the right to participate in the meeting at the Superintendent's level shall have the right to appear at the Board hearing, and legal counsel may also appear.

11.9 ARBITRATION

11.9.1 If the Association is not satisfied with the disposition of the grievance of the Board, the grievance may be submitted to arbitration before an impartial arbitrator to be mutually acceptable. If the parties cannot agree, the arbitrator shall be selected by the American Arbitration Association or the Federal Mediation and Conciliation Service in accordance with its rule. The decision of the arbitrator shall be binding to the parties concerned in the grievance. The fees and expenses of the arbitrator shall be shared equally by the parties.

The Association will notify the Board of its intent to pursue arbitration within fifteen (15) days of the receipt of the Board's findings.

11.9.2 The arbitrator shall have no power to alter, add to or subtract from the terms of this agreement. The arbitrator shall consider and decide only the specific issues submitted and shall base the decision solely upon the arbitrator's interpretation of the meaning and application of the specific terms of this Agreement, as well as the parties' past practices and bargaining history, to the facts of the grievance presented.

11.10 GENERAL PROVISIONS

11.10.1 The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15 of any year and strict adherence to time limits may result in hardship to any party, the best efforts of the Superintendent and/or designee to process such grievance prior to the end of the school term or as soon thereafter as possible shall be used. In the case of a concern occurring during summer school, the Association and District will mutually agree to timelines and resolution process for a grievance.

11.10.2 If an individual member has a personal complaint and desires to discuss it with the supervisor, the member is free to do so without recourse to the grievance procedure. However, no grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

11.10.3 If a majority of members in one building are aggrieved, the Association may act as the grievant in their stead and such grievance shall be filed at the supervisor level. If an alleged grievance involves aggrieved members in more than one building, the Association may act as grievant and such grievance shall be filed at the Superintendent's level.

11.10.4 A grievance may be withdrawn at any level without establishing precedent and, if withdrawn, shall be treated as though never having been filed.

ARTICLE 12. REDUCTION IN FORCE - LAYOFF AND RECALL

12.1 DEFINITION

The term "Layoff" as used herein refers to action by the Board reducing the number of employees in the Bargaining Unit. Layoff does not refer to decisions to terminate an individual employee for cause.

12.2 SENIORITY LIST

By February 1st of each school year, the District will publish and distribute to all employees and the Association a seniority list ranking each employee from most to least seniority.

For publication purposes only, employees having the same seniority date will be listed in alphabetical order. Employees must report discrepancies within thirty (30) days of publication to the Human Resources department.

12.3 SENIORITY DRAWING FOR LAYOFF PURPOSES

In the event a Reduction in Force (RIF) list is needed, using the current year Seniority List from Section 12.2, employees having the same seniority date, shall participate in a drawing by lot to determine position on the seniority list. The Association and all employees so affected shall be notified in writing of the date, place, and time of the drawing. The drawing shall be conducted openly and at a time and place which will allow affected employees and the Association to be in attendance.

12.4 PROCESS

In the event of layoff, the District shall provide notice to all affected employees and the Association not less than thirty (30) calendar days prior to the layoff.

Layoff shall be by seniority within classification. Seniority is as defined in section 7.1.

If a position is eliminated, the least senior employee within the eliminated classification shall be released. The released employee may bump the least senior member in a lower classification.

12.5 RE-EMPLOYMENT POOL

Laid-off employees shall be placed into a reemployment pool. Reassignment from this pool to existing vacancies shall be in reverse order of layoff. No new employees shall be employed to fill existing or a new assignment until the pool has been exhausted, providing that:

12.5.1 Employees in the pool shall be notified in writing of a bargaining unit position available to them. When possible, telephone contact will also be made. Failure to accept a proposed assignment within five (5) business days of receipt of the notice or within three (3) days of telephone contact (excluding voicemail) shall extinguish all recall rights of the employee.

12.5.2. When an employee is offered a position to return to the District, and the position is not best suited to the employee, said employee may exercise the right to refuse the position.

After refusing the third position, the employee loses all rights to recall.

12.5.3 The District shall give written notice of recall from layoff by sending a certified letter, return receipt requested, at employee's last known address. The employee's address as it appears on the District's records shall be conclusive when used in connection with layoffs, recalls or other notice to the employee. Employees shall be held in the employment pool for a period of one (1) year from the date of notice of layoff.

12.6 LAYOFF BENEFITS

Any employee laid off shall retain accrued benefits if the District rehires the employee.

During the period of one (1) year an employee is laid off, employee shall have the right to maintain health insurance coverage at no cost to the District if approved by the insurance carrier and following COBRA regulations.

ARTICLE 13. EVALUATION

13.0 EVALUATION

Evaluation reports shall be presented to the employee by his/her immediate supervisor in accordance with the following procedures:

13.1 Evaluation reports shall be based on a compilation of evidence and observations by the supervisory personnel who come into contact with the employee.

13.2 Each employee shall be evaluated once in each of the first two years and at least once every two (2) years in accordance with the following process:

1. Notify employee by October 1st of procedure and evaluator.
2. All evaluations shall be completed by April 1st.
3. The evaluation tool found in Appendix D, will be used. It shall be approved by the Association and the District. Supervisors must meet with the employee prior to winter break if an Office Professional's performance is deemed to have fallen below a proficient level.
4. If an employee receives a rating of "Needs Improvement" the employee will be placed into a ninety (90) work day probationary period, of which by the end a "Proficient" or higher rating must be achieved or the member's contract will be terminated.
5. Receipt of an "Unsatisfactory" rating will result in a recommendation for non-renewal of the employee's contract for the following year.
6. An employee may respond to the evaluation in writing within ten (10) work days of the meeting, and the Director of Human Resources will review the written evaluation. Upon review of the rating the Director of Human Resources will either affirm the rating or make a recommendation to the supervising administrator regarding any changes.
7. A supervisor may evaluate with greater frequency than is minimally required under this section where the supervisor deems appropriate.
8. All employees must receive a review before April 1st if hire date is prior to the end of the 1st semester. All positions must be reviewed prior to the end of the school year regardless of hire date to ensure open communications with supervisor.

Nothing herein is intended to limit the District's ability to address misconduct through the disciplinary process.

ARTICLE 14. EMPLOYEE RIGHTS

14.1 REPRESENTATION

An employee shall be entitled to have an Association Representative present during any disciplinary action. It is the employee's responsibility to request and secure representation from WAOPA, if so desired.

14.2 PROGRESSIVE DISCIPLINE

14.2.1 Definition

Progressive discipline shall be defined as verbal warnings, written warnings, suspension, with or without pay and discharge for cause.

14.2.2 Due Process and Progressive Discipline

The District and the Association wish to affirm their understanding of the District's adherence to due process and progressive discipline concepts, it is agreed to by the District and the Association as follows:

1. The District will adhere to due process and progressive discipline concepts consistent with the Illinois School Code.
2. As a part of adherence to due process concepts, the District will provide adequate notice of a pre-disciplinary meeting with a member, except in cases of potential threat or harm, the District may forego notice.
3. In issuing discipline, the District will use progressive discipline including the following:
 - A. Issuance of verbal warning
 - B. Letter of Direction
 - C. Letter of Reprimand
 - D. Suspension without pay (optional)
 - E. Issuance of Notice of Remedial Warning; and
 - F. Discharge/Dismissal

The District reserves the right to bypass and skip any of the above steps in progressive discipline depending upon the seriousness of the member's misconduct.

14.2.3 Notification and Personnel File

The Association President or his/her designee and the Director of Human Resources will be informed of any situation resulting in discipline.

1. Verbal Warning: This warning, issued by the member's immediate supervisor, will be summarized in writing and given to the member after the meeting to document the verbal warning. This written summary will not be placed in the

member's personnel file. A copy will be sent to the Association President and the Director of Human Resources.

2. Letter of Direction: This notice, issued by the Superintendent or his/her designee, will be summarized in writing and given to the member after a meeting where the member has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the member's personnel file. Upon the member's written request, the document will be removed from the member's personnel file after four (4) years from the date of the Letter of Direction assuming no similar disciplinary infraction has occurred during this time. If an incident directly related to the Letter of Direction happens within the four (4) year time window, the original Letter of Direction will remain in the personnel file for the duration of any written discipline resulting from the more recent, related incident. Once a Letter of Direction is removed from a personnel file, the letter cannot be referenced in future disciplinary proceedings.
3. Letter of Reprimand: This notice, issued by the Superintendent or his/her designee, will be summarized in writing and given to the member after a meeting where the member has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the member's personnel file. Upon the member's written request, the document will be removed from the members' personnel file after six (6) years from the date of the Letter of Reprimand assuming no similar disciplinary infraction has occurred during this time. If an incident directly related to the Letter of Reprimand

14.3 COMPLAINTS FROM AN OUTSIDE SOURCE

Any complaint or other material directed to District administrators making derogatory reference against an employee by any parent, student or other person shall be called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as a basis for disciplinary action against the employee unless the complaint is part of a legal investigation.

14.4 NON-DISCRIMINATION

Employees and qualified applicants shall receive consideration for assignment, promotion and/or employment without discrimination for any reason including, but not limited to sex, sexual orientation, marital status, race, color, creed, national origin, age or the presence of a non-related disability.

14.5 PERSONAL LIFE

The private and personal life of an employee is not within the appropriate concern or attention of the District unless it affects performance of duties or violates district policy.

14.6 HARASSMENT

The parties agree to comply with laws and district policy forbidding all types of harassment. The District shall take seriously any claim of harassment and appropriate action pursuant to the right of both the claimant and the accused.

ARTICLE 15. COMPENSATION AND FRINGE BENEFITS

15.1 SALARY SCHEDULE

All employees shall be paid appropriate to their placement on the Salary Schedule as indicated in the attached Appendix C.

15.2 OVERTIME

Whenever necessary, management can request employees work during hours or days beyond those falling within their regularly scheduled hours of work.

All prior approved overtime work performed in excess of forty (40) hours per week shall be compensated for at the rate of time and one-half of the employee's regular rate of pay.

Overtime shall be compiled on a weekly basis, reported through appropriate means, and paid to the employee on the succeeding pay date after submission within payroll "cutoff" dates. Overtime shall be computed to the nearest half hour each time it is accrued. The District will determine the number of employees needed to work the overtime and the employees having the ability to perform the work.

15.3 MILEAGE REIMBURSEMENT

Employees required to use their own vehicle for District business shall be compensated at the prevailing mileage rate in the District, reflective of the rate established by the IRS.

15.4 EVENT WORK, STIPENDS & INCREMENTS

Office Professionals may apply for any open extra or co-curricular positions and, if hired, receive the rate of pay negotiated in the certified agreement.

Event work will be paid at the established rate of pay.

15.5 HEALTH AND DENTAL INSURANCE

Full time employees shall be eligible for the District's contribution toward insurance premiums.

- A. The Board will contribute seventy percent (70%) toward the monthly premium for full family major medical and (50%) toward basic dental insurance for all members who qualify and desire such coverage. (Member and two or more dependents only).

The Board will contribute seventy percent (70%) toward the monthly premium for full individual major medical and (50%) toward basic dental insurance for all members who qualify and desire coverage (Member and one dependent).

The Board will contribute eighty-five percent (85%) toward the monthly premium for individual major medical and (50%) toward basic dental coverage for all members who qualify and desire such coverage (Member only).

It is recognized that the Board of Education has the right and authority to manage the costs of the health insurance program. Such decisions will be made in consultation with an insurance committee. The association shall be represented on the committee.

- B. The dependents of a member covered by medical and (50%) toward basic dental insurance who dies while under contract shall be allowed to continue such coverage up to twelve (12) months at no additional cost to the dependent.
- C. In the event that any carrier returns money to the District, this money shall be used to maintain rates for all members.
- D. For married couples employed by the district together they shall be responsible for 15% of the medical premium contribution.

For married couples employed by the District, the family Dental premiums will also be covered by District at 100% for the base plan. However, regardless of marital status within the district, the difference in Dental premiums for the Buy-Up plan will be paid by the employee

15.6 LIFE INSURANCE

The Board agrees to provide term life insurance in the amount of \$50,000.00 for all Office Professionals in the bargaining unit. Those qualifying members who do not elect any health insurance will be provided an additional \$75,000 group term life insurance at Board expense.

15.7 RETIREMENT

RETIREMENT STIPEND

Eligible employees shall receive one (1) of the following one-time retirement stipend options:

- A. An employee who has a minimum of twenty (20) years of service with the District, who is/will be fifty-five (55) years of age by June 30th of the year in which the employee intends to retire shall be eligible for a one-time retirement stipend of (\$7,000.00) dollars.

B. An employee who has a minimum of fifteen (15) years of service with the District, who is/will be fifty-five (55) years of age by June 30th of the year in which the employee intends to retire shall be eligible for a one-time retirement stipend of (\$6,000.00) dollars.

C. An employee who has a minimum of ten (10) years of service with the District, who is/will be fifty-five (55) years of age by June 30th of the year in which the employee intends to retire shall be eligible for a one-time retirement stipend of five thousand (\$5,000.00) dollars.

In lieu of the one-time incentives listed above, members may opt for the following:

Members of the bargaining unit with a minimum of ten (10) years full-time experience to the District who will be eligible for IMRF retirement the year they intend to retire may submit a retirement letter to the district up to four (4) years prior to their final year of active service. This letter must be submitted by February 1 of the year it is submitted. Members who submit the letter may elect to receive an additional 2 percent increase over their scheduled raises for each of the years after the letters is submitted prior to retirement.

At no time may this increase surpass 6 percent per year. Members who elect this option will not be eligible for the one-time retirement stipend and must retire on or before the date they included in their original request.

15.8 SICK DAY RETIREMENT USE

Upon retirement from the District, the employee may choose to use accumulated sick leave days towards IMRF creditable service in compliance with IMRF regulations. At the end of the Office Professionals employment; the Office Professional may choose to transfer up to the maximum allowed sick days and/or sell back a portion up to one-hundred 100 days. (Example – Employee A has 220 days in their sick bank at District 129 at the time of retirement. They may transfer 120 days towards IMRF creditable service and cash in the remaining 100 days to the District at 50% of their current daily pay). Payments will be made thirty (30) days after the member's final payroll check.

15.9 ILLINOIS MUNICIPAL RETIREMENT FUND CONTRIBUTIONS

The district currently pays both the employee and employer IMRF contributions. Any increase of more than 2% to the total IMRF contribution based on the 2014-15 school year will be a "reopener" to be discussed by the parties and will not automatically be the responsibility of the district or the association. This "reopener" will apply only to the IMRF portion of the agreement.

15.10 INTERPRETER PAY

Office Professionals who are bilingual are expected to interpret for Spanish speaking families at the directive of their supervisor throughout their regularly scheduled work hours in their assigned locations. If interpreting services are needed throughout the work day that are outside of an OP's daily job responsibilities or takes an employee away from their assigned location, the employee shall be allowed to timesheet these meetings and receive compensation for their services. At no point in time should a bilingual Office Professional interpret for an IEP Meeting unless they are "certified" based upon an assessment offered by the District. All employees interested in becoming a District Certified Interpreter must complete a face to face skills based assessment and receive a certificate of completion. The district will generate and administer as needed. Office professionals will be tested at the directive of District 129.

15.10.1 Outside Contract Hours:

- After contract hour \$20.00 per hour (time and ½ if applicable; max \$30.00 per hour)
- Supervisor of said meeting signs off on time sheet(s), then Principal (or his designee) signature is required for payroll purposes.

15.10.2 During Contract Hours:

- Interpreting must be outside daily job responsibilities, or take an Office Professional away from their assigned location – (Compensation is an additional \$5.00 PER HOUR DURING CONTRACT HOURS).
- Supervisor of said meeting signs off on time sheet(s), then Principal (or his designee) signature is required for payroll purposes.
- For payroll purposes – a time sheet log should be kept and submitted for payment only when combined meetings total at least one hour.

****All overtime hours to complete daily job responsibilities as a result of providing interpretation must be approved by your immediate supervisor.**

15.12 COMPENSATION SCHEDULES

For the 2020-21 school year, all members will receive a 4% increase from their 2019-2020 hourly wage. For 2021-22, 2022-23, 2023-24, and 2024-25 all member will receive 2.5% base increase plus a portion of CPI based on their evaluation. We will use CPI-U which is used for our tax levy, with a floor of 1.0% and ceiling of 3.0%. If the formula for calculating our tax revenues is altered and the District is subject to a property tax freeze, the District will use 0.5% for this calculation.

ARTICLE 16. PROFESSIONAL GROWTH

16.1 PROFESSIONAL GROWTH

16.1A PROFESSIONAL GROWTH - Addendum A

This District will provide professional growth classes during three of five (3 of 5) school improvement days (SIP). Office Professionals will be required to complete a minimum of six (6) hours of Professional Growth during the calendar school year. The District will provide a variety of classes that are job specific during three (3) SIP Days for OP's and the Executive Board will have input in the remaining "software specific" classes that are offered on the other two (2) days . Office Professionals that are qualified and interested in facilitating with in-house trainers will have the opportunity to do so. An Office Professional may carry over up to three (3) professional development hours towards the next year's obligation. At any time, Administration may request our presence at mandatory Training sessions throughout the school year.

Classes offered will be entered into the District's Professional Development portal for each OP to register for. Classes will be in increments of a minimum of one (1) hour.

Non-required professional growth (individual)

NO changes

16.2 TRAINING

Each new employee or newly transferred employee and the designated member providing training, both shall be allowed to submit up to a maximum of eight (8) hours on a timesheet for such training. The district shall incur the expense.

ARTICLE 17. OTHER CONDITIONS OF EMPLOYMENT

17.1 STATUS OF AGREEMENT

This Agreement shall supersede any rules, regulations, policies, resolutions or practices of the District, which are contrary to, or inconsistent, with its terms.

17.2 PERSONNEL FILES

- A. Employees shall, upon request, have the right to inspect all contents of their complete personnel file kept within the District. Upon request, any documents contained therein shall be afforded the employee. No secret files shall be kept anywhere in the District. Representatives of the employee and of the employer may be present in any review of working files or permanent personnel files. The employee may respond to any document in the personnel file.
- B. No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the working or permanent personnel file without the employee's knowledge and opportunity to attach the employee's own comments.

ARTICLE 18. TERMS, AMENDMENTS & MODIFICATIONS OF AGREEMENT

18.1 CURRENT OR FUTURE LAWS

It is understood and agreed by the parties that this Agreement is subject to all applicable existing or future laws of the State of Illinois, including rules and regulations by the Office of the State Superintendent of Schools, or agencies of government, other than the District pursuant to authority granted to them by the legislature.

18.2 COMPLIANCE WITH LAW

Should any article, section or portion of this Agreement be held unlawful or invalid in any court, agency, ruling or opinion of the attorney general or be in conflict with existing state laws, such decision shall apply only to the article, section or portion thereof directly specified in such decision or opinion. The remaining provisions of this Agreement shall remain in full force and effect. In the event a provision is determined to be unlawful or invalid, such provisions shall be renegotiated. Collaborative Bargaining shall commence within two (2) weeks after receipt of the written decision affecting this section. The parties will enter Collaborative Bargaining for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

18.3 STRIKE/NO LOCKOUTS

The Association agrees not to strike during the term of this Agreement. The District agrees not to lockout employees during the term of this Agreement.

ARTICLE 19. - DURATION

All provisions of this Agreement shall be in full force and effect from July 1, 2020 to June 30, 2025. The desire of the Association to negotiate a successor agreement shall be made in writing to the Superintendent on or before April 1, 2025.

SIGNATURES

FOR THE ASSOCIATION:

By: Stacy M. Frisch

Date: 6/15/2020

By: Ellen Cerzo

Date: 6/15/20

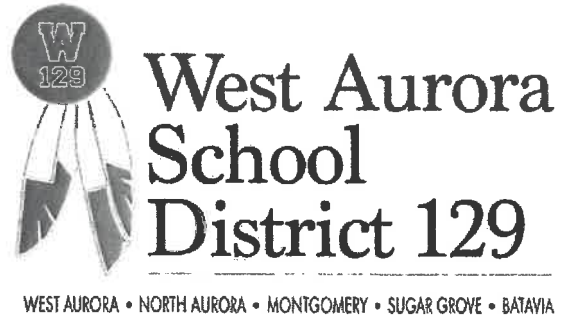
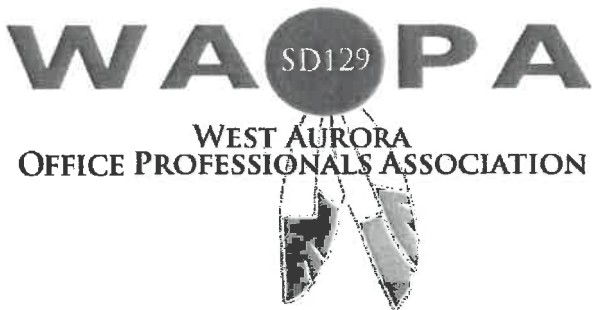
FOR THE DISTRICT:

By: [Signature]

Date: 6/15/20

By: [Signature]

Date: 6/15/20



ARTICLE 19. - DURATION

All provisions of this Agreement shall be in full force and effect from July 1, 2020 to June 30, 2025. The desire of the Association to negotiate a successor agreement shall be made in writing to the Superintendent on or before April 1, 2025.

SIGNATURES

FOR THE ASSOCIATION:

By: Stacy M. Fusch

Date: 6/15/2020

By: Ellen Cerga

Date: 6/15/20

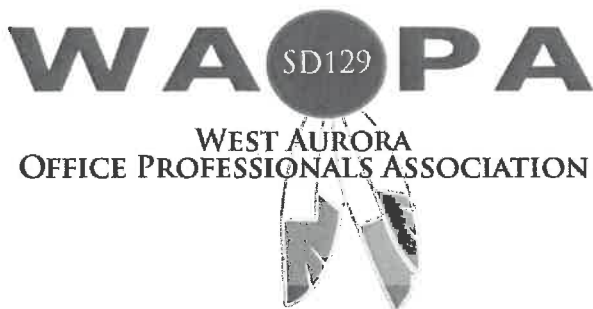
FOR THE DISTRICT:

By: [Signature]

Date: 6/15/20

By: [Signature]

Date: 6/15/20



APPENDIX A

Positions in WAOPA – 87 TOTAL

Principal OP	Blackhawk Academy	1	D
Principal OP	Weisner Center	1	C
Principal OP	Early Learning Academy	1	D
Building OP	Early Learning Academy	1	B
Special Ed OP	Early Learning Academy	4	B
Principal OP	Hope Wall	1	D
Building OP	Hope Wall	1	B
PPS Bilingual OP	Hope Wall	1	B
Principal OP	Elementary School	10	D
Building OP	Elementary School	10	B
Principal OP	Middle School	4	D
Bookkeeper OP	Middle School	4	C
Student Services OP	Middle School	4	B
Attendance/PPS OP	Middle School	4	B
Principal OP	WAHS	1	D
Bookkeeper OP	WAHS	1	D
Assistant Principal OP	WAHS	5	C
Athletic OP	WAHS	1	C
Registrar OP	WAHS	1	C
Dean/House OP	WAHS	10	B
Library OP	WAHS	1	B
Bookstore OP	WAHS	1	A
Copy Room OP	WAHS	1	A
Intervention & Enrichment – AAC OP	WAHS	1	B
Receptionist OP	WAHS	1	A
District OP (Accounts Payable, Capitol P./Community/Logistic, Central Registration, Curriculum, Director of Business Services, Director of Operations, Director of Transportation, Elementary T&L, ELL &Assessment, Human Resources, PPS/State Reports, Special Education, Sped Records & Homebound, State Reporting & Data Services, Student Lunch and Fee Waiver, Sub Procurement	Admin	16	D

APPENDIX B
Positions EXCLUDED from WAOPA – 12 TOTAL

(For identification purposes only)

ADMINISTRATIVE ASSISTANT - OPERATIONS
ADMINISTRATIVE ASSISTANT – T & L
ADMINISTRATIVE ASSISTANT - SUPERINTENDENT
COORDINATOR - BENEFITS
COORDINATOR – GRANTS
COORDINATOR – HUMAN RESOURCES (Certified Staff)
COORDINATOR – HUMAN RESOURCES (Support Staff)
HUMAN RESOURCES GENERALIST (FMLA)
COORDINATOR – INFORMATION SERVICES
COORDINATOR – MEDIA RELATIONS
COORDINATOR - PAYROLL
COORDINATOR – PROFESSIONAL DEVELOPMENT

*Due to the nature of these positions – the scope of the job, handling of confidential information and level of state reporting which is processed – these 12 positions are agreed to be excluded from WAOPA.

APPENDIX C - Office Professional - Salary Schedule For 2020-2025

For the 2020-21 school year, all members will receive a 4% increase from their 2019-2020 hourly wage. For 2021-22, 2022-23, 2023-24, and 2024-25 all member will receive 2.5% base increase plus a portion of CPI based on their evaluation. We will use CPI-U which is used for our tax levy, with a floor of 1.0% and ceiling of 3.0%. If the formula for calculating our tax revenues is altered and the District is subject to a property tax freeze, the District will use 0.5% for this calculation.

Evaluation Rating	Step Increase	% of CPI	Example (If CPI 2%)	Total (If CPI is 2%)
Excellent	2.5%	75%	1.5%	4.0%
Proficient	2.5%	50%	1.0%	3.5%
Need Improvement	2.5%	25%	0.5%	3.0%
Unsatisfactory	2.5%	0%	0%	2.5%

NEW HIRE WAGES - For the 2021/22 through 2024/25 school year, all new members will be hired using the chart referenced in Appendix C. Any relevant outside experience may be considered and may be used for salary placement.

CATEGORY CHANGES– Any current member who is hired for a position in a different category will receive a 6% increase / decrease for each category changed. (IE: moving from Category B to Category D would receive a 12% increase to hourly wages.)

2020-2021	CATEGORY A	CATEGORY B	CATEGORY C	CATEGORY D
STARTING WAGE	\$14.00	\$14.85	\$15.75	\$16.70
WITH EXPERIENCE	\$14.00	\$14.85	\$15.75	\$16.70

2021-2022	CATEGORY A	CATEGORY B	CATEGORY C	CATEGORY D
STARTING WAGE	\$14.25	\$15.15	\$16.10	\$17.05
WITH EXPERIENCE	\$14.50	\$15.45	\$16.45	\$17.40

2022-2023	CATEGORY A	CATEGORY B	CATEGORY C	CATEGORY D
STARTING WAGE	\$14.50	\$15.45	\$16.45	\$17.40
WITH EXPERIENCE	\$14.75	\$15.75	\$16.80	\$17.80

2023-2024	CATEGORY A	CATEGORY B	CATEGORY C	CATEGORY D
STARTING WAGE	\$14.75	\$15.75	\$16.80	\$17.80
WITH EXPERIENCE	\$15.00	\$16.05	\$17.15	\$18.15

2024-2025	CATEGORY A	CATEGORY B	CATEGORY C	CATEGORY D
STARTING WAGE	\$15.00	\$16.05	\$17.15	\$18.15
WITH EXPERIENCE	\$15.25	\$16.35	\$17.50	\$18.50

Appendix D
Aurora West School/department District 129
Office Professional Evaluation

Employee Name			
Building/Location		Position Start Date	Click here to enter a date.
Principal/Supervisor			

The Performance Evaluation will be completed the first two years of employment for an Office Professional and at minimum every other year thereafter. A signed copy of the original Office Professional evaluation will be given to the employee and a second signed copy will be retained in the employee's personnel file.

Performance Rubric

The performance rubric is a rating scale used to describe each of the responsibilities of the employee. It relates the standard of performance expected for each responsibility and provides a specific description of what a rating entails. Principals/Supervisors are asked to highlight applicable phrases and add comments for each Section.

Definitions of Ratings for Office Professional

Rating	Definition
4 Excellent	The office professional exceeds responsibilities consistently producing exceptionally high quality work that optimizes the effectiveness of the clerical support within the school or department.
3 Proficient	The performance of the office professional consistently fulfills responsibilities resulting in quality work that impacts school/department effectiveness in a positive manner. This rating is a high performance standard and is expected of all office professionals.
2 Needs Improvement	The office professional inconsistently meets responsibilities resulting in areas of work performance that require improvement.
1 Unsatisfactory	The office professional does not adequately fulfill responsibilities, resulting in work performance lacking quality and/or negatively impacting school or department effectiveness.

Office Professional Performance Appraisal

Section I - Team Support				
1 Unsatisfactory	2 Needs Improvement	3 Proficient	4 Excellent	Points
Requires support to act in a positive manner with team members and to provide relevant information to those when needed.	Generally acts in a positive manner with team members and provides relevant information to those when needed.	Consistently acts in a positive manner with team members and provides relevant information to those when needed.	Initiates positive interactions and provides relevant information to all team members.	
Rarely communicates with students, teachers, support personnel, school/department administrators, parents, community members and/or department office personnel.	Requires support in using appropriate communication skills with students, teachers, support personnel, school/department administrators, parents, community members and/or department office personnel.	Demonstrates effective and appropriate communication skills with students, teachers, support personnel, school/department administrators, parents, community members and/or department office personnel.	Models effective and appropriate communication skills with students, teachers, support personnel, school/department administrators, parents, community members and/or department office personnel.	
Occasionally treats students, staff and/or the public in a respectful, responsible and fair manner.	Generally treats students, staff and/or the public in a respectful, responsible and fair manner.	Consistently treats students, staff and/or the public in a respectful, responsible and fair manner.	Advocates and encourages respectful, responsible and fair treatment of students, staff and/or the public.	
Rarely shows enthusiasm, patience and understanding when interacting with students, staff and/or the public.	Generally shows enthusiasm, patience and understanding when interacting with students, staff and/or the public.	Shows enthusiasm, patience and understanding when interacting with students, staff and/or the public.	Consistently models enthusiasm, patience and understanding when interacting with students, staff and/or the public.	
Rarely maintains effective and co-operative relationships with students, staff and/or the public.	Generally maintains effective and co-operative relationships with students, staff and/or the public.	Maintains effective and co-operative relationships with students, staff and/or the public.	Advocates and encourages effective and co-operative relationships with students, staff and/or the public.	
Section I Rating:				TOTAL POINTS
Unsatisfactory <input type="checkbox"/> 5-11	Needs Improvement <input type="checkbox"/> 12-14	Proficient <input type="checkbox"/> 15-17	Excellent <input type="checkbox"/> 18-20	
Section Comments				

Office Professional Performance Appraisal

Section II - Clerical Support				
1 Unsatisfactory	2 Needs Improvement	3 Proficient	4 Excellent	Points
Rarely maintains accurate records of all school/department/department based business as directed by administration.	Requires support to effectively maintain accurate records of all school/department/department based business records as directed by administration.	Maintains accurate records of all school/department/department based business as directed by administration.	Consistently and effectively maintains accurate records of all school/department/department-based business as directed by administration and initiates process to improve accuracy of records.	
Rarely completes tasks in an accurate and timely manner within expected deadlines.	Requires support to complete tasks in an accurate and timely manner within expected deadlines.	Completes tasks in an accurate and timely manner within expected deadlines.	Consistently completes tasks in an accurate and timely manner prior to expected deadlines.	
Fails to effectively maintain the electronic and paper filing systems including reports, attendance, student cumulative files and general information.	Requires support to effectively maintain the electronic and paper filing systems including reports, attendance, student cumulative files and general information.	Maintains the electronic and paper filing systems including reports, attendance, student cumulative files and general information.	Consistently and effectively maintains and seeks to improve the electronic and paper filing systems including reports, attendance, student cumulative files and general information.	
Fails to reliably use good judgment and provide leadership in the solution of routine problems or situations.	Requires support to reliably use good judgment and provide leadership in the solution of routine problems or situations.	Uses good judgment and provides leadership in the solution of routine problems or situations.	Consistently and reliably uses good judgment and provides leadership in the solution of routine problems or situations	
Fails to effectively complete tasks with minimal direction and supervision.	Requires support to effectively complete tasks with minimal direction and supervision.	Completes tasks with minimal direction and supervision.	Consistently and effectively completes tasks with minimal direction and supervision and provides support to school/department administration to ensure completion of school/department level projects.	
Fails to complete tasks requiring the use of various software programs.	Requires support to complete tasks requiring the use of various software programs.	Completes tasks requiring the use of various software programs as required.	Consistently and effectively completes tasks requiring the use of various software programs and initiates advanced learning of software programs.	

Office Professional Performance Appraisal

Section II - Clerical Support (cont.)				
1 Unsatisfactory	2 Needs Improvement	3 Proficient	4 Excellent	Points
Fails to effectively prepare, receive and distribute mail or electronic mail and other correspondence within the school/department.	Requires support to effectively prepare, receive and distribute mail or electronic mail and other correspondence within the school/department.	Prepares, receives and distributes mail or electronic mail and other correspondence within the school/department.	Consistently and effectively prepares, receives and distributes mail or electronic mail and other correspondence within the school/department in a timely manner.	
Fails to effectively manage the ordering and/or distribution of supplies and ensure the accuracy of orders by checking orders against the packing slips.	Requires support to effectively manage the ordering and/or distribution of supplies and ensure the accuracy of orders by checking orders against the packing slips.	Manages the ordering and/or distribution of supplies and ensures the accuracy of orders by checking orders against the packing slips for accuracy.	Consistently and effectively manages the ordering and/or distribution of school/department supplies and Initiates communication with the department office if there are errors with the orders placed or received.	
Section II Rating:				TOTAL POINTS
Unsatisfactory <input type="checkbox"/> 8-17	Needs Improvement <input type="checkbox"/> 18-22	Proficient <input type="checkbox"/> 23-27	Excellent <input type="checkbox"/> 28-32	
Section Comments				

Office Professional Performance Appraisal

Section III - Communication				
1 Unsatisfactory	2 Needs Improvement	3 Proficient	4 Excellent	Points
Rarely receives incoming calls and directs inquiries in a courteous and respectful manner.	Requires support to receive incoming calls and direct inquiries in a courteous and respectful manner.	Receives incoming calls and directs inquiries in a courteous and respectful manner.	Consistently receives incoming calls and directs inquiries in a courteous and respectful manner and could be seen as a model for others.	
Rarely prepares and distributes information with attention to accuracy.	Requires support to prepare and distribute information with attention to accuracy.	Prepares and distributes information with attention to accuracy.	Consistently prepares and distributes information with a high level of accuracy.	
Fails to effectively provide information to the school/department office.	Requires support to effectively provide information to the school/department office.	Provides information to the school/department office ensuring accuracy of information.	Consistently and effectively provides information to the school /department office as required and initiates follow-up as needed.	
Fails to provide information, with administrative approval, for state reporting or district reporting purposes.	Requires support to effectively provide information, with administrative approval, for state reporting or district reporting purposes.	Provides information, with administrative approval, for state reporting or district reporting purposes.	Consistently and effectively provides information, with administrative approval, for state reporting or district reporting purposes, and initiates follow up as needed.	
Section III Rating:				TOTAL POINTS
Unsatisfactory <input type="checkbox"/> 4-9	Needs Improvement <input type="checkbox"/> 10-11	Proficient <input type="checkbox"/> 12-13	Excellent <input type="checkbox"/> 14-16	
Section Comments				

Office Professional Performance Appraisal

Section IV - Professionalism				
1 Unsatisfactory	2 Needs Improvement	3 Proficient	4 Excellent	Points
Fails to demonstrate ethical behavior.	Requires support to demonstrate ethical behavior.	Demonstrates ethical behavior.	Consistently demonstrates ethical behavior and could be seen as a model for others.	
Rarely promotes a positive image to parents, community members and the general public.	Requires support to promote a positive image to parents, community members and the general public.	Promotes a positive image to parents, community members and the general public.	Consistently promotes a positive image to parents, community members and the general public and could be seen as a model for others.	
Rarely supports the school/department's functions and activities.	Occasionally supports the school/department's functions and activities.	Consistently supports the school/department's functions and activities.	Demonstrates positive contributions to the school/department's functions and activities.	
Rarely demonstrates responsible behaviors towards attendance, work schedule and appropriate use of time.	Requires support concerning attendance, work schedule and/or appropriate use of time.	Responsible towards attendance, work schedule and appropriate use of time.	Consistently demonstrates responsible behaviors towards attendance, work schedule and appropriate use of time and could be seen as a model for others.	
Rarely demonstrates a willingness to be flexible and adapt to change.	Requires support to be flexible and adapt to change.	Demonstrates a willingness to be flexible and adapt to change.	Promotes flexibility and adapting to change. Could be seen as a model for others.	
Documented Completion of 0-1 Professional Development hours.	Documented Completion of 2-3 Professional Development hours,	Documented Completion of 4-5 Professional Development hours.	Documented Completion of 6 Professional Development hours.	
Section IV Rating:				TOTAL POINTS
Unsatisfactory <input type="checkbox"/> 6-15	Needs Improvement <input type="checkbox"/> 16-18	Proficient <input type="checkbox"/> 19-21	Excellent <input type="checkbox"/> 22-24	

Section Comments

Office Professional Performance Evaluation

Overall Summative Rating:				OVERALL TOTAL POINTS
Unsatisfactory <input type="checkbox"/> 23-55	Needs Improvement <input type="checkbox"/> 56-68	Proficient <input type="checkbox"/> 69-81	Excellent <input type="checkbox"/> 82-92	

Evaluator Summary Comments

Office Professional's Comments

Evaluator's Signature

Click here to enter a date.

Date

Office Professional's Signature

Click here to enter a date.

Date

APPENDIX E

Office Professional - Verbal Warning Form

Name of Employee:

Name of Supervisor:

Description of incident or issue:

List the instructions given to the employee to improve behavior or performance.

The employee must:

1.

2.

3.

4.

The supervisor shall meet with the employee to discuss improvement on:

Supervisor's Signature

Office Professional's Signature

Date

Date

APPENDIX F

Office Professional - Professional Growth Workshop Request Form

All requests require pre-approval. Approval will not be granted after the first class meeting.

Course descriptions must be attached.

NAME	DATE	
SCHOOL	OP POSITION	
WORKSHOP TITLE CLASS BEGIN/END DATES		
WORKSHOP FEE?		
YES	NO	
APPROVED?		
YES	NO	
AMOUNT \$		(per day)

Explain how the course will relate to your current job:

For Office Use Only - To be completed by Human Resources Department

Received Certificate? _____ Yes _____ No

Expense Voucher w/ Receipt? _____ Yes _____ No

_____ N/A

Authorized Reimbursement? _____ Yes _____ No

_____ N/A

Immediate Building Supervisor Authorization _____ Date

Direct of Human Resources Authorization _____ Date

APPENDIX G

Office Professional Categories 2020 - 2025

Category A	Category B	Category C	Category D
<ul style="list-style-type: none"> • Bookstore - WHS • Copy Room - WHS • Receptionist - WHS/District 	<ul style="list-style-type: none"> • E L A Building • Spec Ed - ELA (4) • H W Building • Bilingual PPS - HW • Elementary Building (10) • Attendance /PPS Clerk-MS (4) • Dean - MS (4) • House - WHS (10) • Library - WHS • I E - LIB.-WHS 	<ul style="list-style-type: none"> • Asst. Principal-WHS (5) • Weisner Center • Bookkeeper-MS(4) • Dir. of Athletics • Registrar -WHS 	<ul style="list-style-type: none"> • E L A Principal • H W Principal • Blackhawk Campus • Elementary Principal / PPS (10) • Middle School Principal (4) • High School Principal • Bookkeeper- WHS <p style="margin-left: 20px;"><u>DISTRICT OFFICE</u></p> <ul style="list-style-type: none"> • Accounts Payable • Capital Projects/Logistics • Admissions - Student Lunch & Fee Waiver • Central Reg • Curriculum • T&L Elementary • Operations • Transportation • Special Ed • Special Ed - Records/HB • State Reporting/PPS • State Reporting/Data Services. • Business Services • ELL & Assessments • Human Resources • Sub Procurement - Admin.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into this 16th day of Nov., 2020 between the Board of Education of West Aurora School District 129, Kane County, Illinois (the "Board" or the "District") and the West Aurora Office Professionals Association, WAOPA, (the "Union") (collectively, the "Parties") to memorialize an agreement between the District and the Union.

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement effective from 2020-2025 ("2020-2025 CBA");

WHEREAS, the Union is the exclusive bargaining representative for all Office Professional positions listed in Appendix A of the negotiated agreement, excluding positions listed in Appendix B which are confidential, supervisory, or otherwise exempt positions specified by statute and/or the Illinois Labor Relations Act.

WHEREAS, considering the current circumstances, the Parties have agreed to certain items set forth herein relative to COVID-19 related leave and remote work.

WHEREAS, in consideration of the promises and mutual undertaking and agreements of the Parties hereto, it is agreed by the Parties as follows:

1. West Aurora Office Professionals will have the opportunity to work remotely using no FFCRA time or accrued Sick Leave days if the following criteria are met.
 - The Office Professional is required to quarantine or isolate due to:
 - The OP has been identified as a probable or confirmed case of COVID-19.
 - The OP has been identified as a close-contact to a probable or confirmed case of COVID-19.
 - The OP has been exposed to a family member who is a probable or confirmed case of COVID-19.
 - The daycare facility or provider of the OP's child/ren, due to COVID exposures, has been shut down.
 - The Office Professional is feeling well and healthy.
 - The Office Professional has a check in process with their Supervisor to identify and review their responsibilities.
2. West Aurora Office Professionals will not be able to work remotely and must use Sick Leave per Section 9.6 of the CBA for conditions not related to COVID-19.
3. West Aurora Office Professionals will continue to be eligible for the Families First Coronavirus Response Act (FFCRA) leave if conditions warrant.
4. West Aurora Office Professionals agree to assist the District by filling vacant classroom supervision needs after all paraprofessionals have been considered.
5. Non-Precedential Agreement- The Parties agree that this MOU is based on the unique circumstances caused by the COVID-19 public health pandemic and is entirely non-precedential and will not constitute binding precedent for the Union or Board in any past or future grievance

or in relation to their respective positions concerning the existing CBA, practices, procedures, or policies.

6. Effective Date. This MOU is effective immediately upon execution by the authorized representatives of the District and the Union as set forth below.
7. Authorized Representatives. The District and the Union respectively represent that the person signing this MOU is duly authorized to do so on its behalf.
8. Counterparts. This MOU may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
9. No Waiver of Rights. By entering into this MOU, the Union is not agreeing to waive, in anyway, any individual employee's rights or protections pursuant to the American's with Disabilities Act, the Family First Medical Leave Act, the Families First Coronavirus Response Act, the Illinois School Code or any other local, state, or federal law or regulation. Moreover, nothing in the MOU lessens or modifies, in anyway, the District's legal obligations pursuant to any local, state, or federal law or regulation.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below.

West Aurora School District No. 129

West Aurora Office Professionals Association

By: 

By: 

Its Authorized Representative

Its Authorized Representative

Date: 11/16/2020

Date: 11/16/2020

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into this 12 day of March 2021, between the Board of Education of West Aurora School District 129, Kane County, Illinois (the “Board”) and the West Aurora Office Professionals Association (the “Union”) (collectively, the “Parties”) to memorialize the agreements between the Board and the Union.

WHEREAS, the Board and the Union are parties to a Collective Bargaining Agreement effective from 2020–2025 (the “CBA”);

WHEREAS, the Union is the exclusive bargaining representative for all Office Professional (“OP”) positions listed in Appendix A of the CBA, including the PPS Bilingual OP position at Hope Wall;

WHEREAS, Article 6.2 of the CBA and the annual Notification of Employment define the number of work days for 9-month, 9.5-month, 10-month, 11-month, and 12-month OP positions;

WHEREAS, Appendix G of the CBA places the OP positions into four categories;

WHEREAS, the PPS Bilingual OP position at Hope Wall is defined as a 9-month position and is listed under Category B;

WHEREAS, the Board annually employs a 5-week Extended School Year OP position at Hope Wall, which is not a position defined under Appendix A of the CBA;

WHEREAS, for the 2021-2022 school year and all subsequent school years unless otherwise agreed, the Parties wish to convert the 9-month PPS Bilingual OP position at Hope Wall into a 10-month position to include the duties of the 5-week Extended School Year OP position at Hope Wall;

NOW THEREFORE, in consideration of the promises and mutual undertaking and agreements of the Parties hereto, it is hereby agreed by the Parties as follows:

1. **10-Month PPS Bilingual OP Position.** For the 2021-2022 school year and all subsequent school years unless otherwise agreed, the Parties agree to convert the PPS Bilingual OP position at Hope Wall from a 9-month position to a 10-month position. The 10-month PPS Bilingual OP position at Hope Wall shall include the duties formerly assigned to the 5-week Extended School Year OP position at Hope Wall. The 10-month PPS Bilingual OP position at Hope Wall shall remain in Category B as defined in Appendix G of the CBA.

The 10-month PPS Bilingual OP position at Hope Wall shall continue to be represented by the Union and shall be subject to the terms and conditions contained in the CBA. Consistent with Article 6.2 of the CBA, the Parties agree that the Assistant Superintendent for Human Resources shall issue the 10-month PPS Bilingual OP position at Hope Wall a Notification of Employment defining the position’s specific workdays for the school year.

Further, consistent with Article 9.4 of the CBA, the Human Resources Department will provide the Union and its members with calendars indicating the paid non-attendance/holidays on an annual basis, including the paid non-attendance/holidays for the 10-month PPS Bilingual OP position at Hope Wall. The Parties agree, due to the

unique nature of the 10-month PPS Bilingual OP position at Hope Wall, the designated paid non-attendance/holidays of the position may vary from the designated paid non-attendance/holidays for other 10-month OP positions. However, the 10-month PPS Bilingual OP position at Hope Wall shall still receive 12 paid non-attendance/holidays per year, pursuant to Article 9.4 of the CBA. The 10-month PPS Bilingual OP position at Hope Wall shall earn 13 sick days, pursuant with Article 9.5.

2. **No Vacancy.** The Parties agree that this MOU and conversion of the 9-month PPS Bilingual OP position at Hope Wall into a 10-month PPS Bilingual OP position at Hope Wall does not create a vacancy or new position and further agree that the Board is not obligated to post the 10-month PPS Bilingual OP position at Hope Wall pursuant to Article 8.1 of the CBA.
3. **Non-Precedential Agreement.** The Parties agree that this MOU is based on unique circumstances related to the PPS Bilingual OP position at Hope Wall and the Extended School Year OP position at Hope Wall. Therefore, this entirely non-precedential and will not constitute binding precedent for the Union or the Board in any past or future grievance or in relation to their respective positions concerning the existing CBA, practices, procedures, or policies.
4. **Effect of Agreement.** This MOU applies only to the PPS Bilingual OP position at Hope Wall and the Extended School Year OP position at Hope Wall. This MOU does not modify, amend, or otherwise affect any other OP position represented by the Union and subject to the CBA.
5. **Entire Agreement and Amendment.** This MOU sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and there are no promises, agreements, or undertakings, either oral or written, expressed, or implied between them other than as set forth herein. No subsequent alteration, amendment, change, or addition to this MOU shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.
6. **Effective Date.** This MOU is effective immediately upon execution by the authorized representatives of the District and the Union as set forth below.
7. **Authorized Representatives.** The Board and the Union respectively represent that the person signing this MOU is duly authorized to do so on its behalf.
8. **Counterparts.** This MOU may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below.

West Aurora School District No. 129

**West Aurora Office Professionals
Association**

By: 
Its Authorized Representative

By: 
Its Authorized Representative

Title: School Board President

Title: President WAOPA

Date: 3/12/21

Date: 3/12/21

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into this 24 day of March 2021, between the Board of Education of West Aurora School District 129, Kane County, Illinois (the “Board”) and the West Aurora Office Professionals Association (the “Union”) (collectively, the “Parties”) to memorialize the agreements between the Board and the Union.

WHEREAS, the Board and the Union are parties to a Collective Bargaining Agreement effective from 2020–2025 (the “CBA”);

WHEREAS, the Union is the exclusive bargaining representative for all Office Professional (“OP”) positions listed in Appendix A of the CBA, and we are wishing to include the addition of the Language Proficiency / Admissions OP position the District Office;

WHEREAS, Article 6.2 of the CBA and the annual Notification of Employment define the number of work days for 9-month, 9.5-month, 10-month, 11-month, and 12-month OP positions;

WHEREAS, Appendix G of the CBA places the OP positions into four categories;

WHEREAS, the new Language Proficiency / Admissions OP Position at the District Office will be defined as a 12-month position and listed under Category D;

WHEREAS, the Board is requesting to add a position titled “Language Proficiency / Admissions Office Professional at the District Office, which is not a position defined under Appendix A of the CBA;

WHEREAS, beginning January 29, 2021 in the 2020-2021 school year and all subsequent school years unless otherwise agreed, the Parties wish to include this new position in our CBA;

NOW THEREFORE, in consideration of the promises and mutual undertaking and agreements of the Parties hereto, it is hereby agreed by the Parties as follows:

1. **12-Month Language Proficiency/Admission OP Position.** For the 2020-2021 school year and all subsequent school years unless otherwise agreed, the Parties agree to the addition of a 12-month OP Position. The 12-month Language Proficiency / Admissions OP position at the District Office shall include the duties as outlined in the job description posted. The 12-month Language Proficiency / Admissions OP position at the District Office shall be added to Category D as defined in Appendix G of the CBA.

The 12-month Language Proficiency OP position at the District Office shall be represented by the Union and shall be subject to the terms and conditions contained in the CBA. Consistent with Article 6.2 of the CBA, the Parties agree that the Assistant Superintendent for Human Resources shall issue the 12-month Language Proficiency / Admissions OP at the District Office a Notification of Employment defining the position’s specific workdays for the school year.

Further, consistent with Article 9.4 of the CBA, the Human Resources Department will provide the Union and its members with calendars indicating the paid non-attendance/holidays on an annual basis, including the paid non-attendance/holidays for the 12-month Language Proficiency / Admissions OP at the District Office. The Parties

agree the 12-month Language Proficiency / Admissions OP position at the District Office shall receive 15 paid non-attendance/holidays per year, pursuant to Article 9.4 of the CBA. The 12-month Language Proficiency / Admissions OP at the District Office shall earn 15 sick days, pursuant with Article 9.5. And the new 12-month Language Proficiency / Admissions OP at the District Office shall accrue vacation as outlined under section 9.3 of the CBA.

2. **Job Posting Vacancy.** The Parties agree that the addition of the 12-month Language Proficiency / Admissions OP at the District Office shall be posted as a New Vacancy and employment shall be awarded to the best candidate upon formal interview process pursuant to Article 8.1 of the CBA.
3. **Effect of Agreement.** This MOU applies only to the Language Proficiency / Admissions OP position at the District Office. This MOU does not modify, amend, or otherwise affect any other OP position represented by the Union and subject to the CBA.
4. **Entire Agreement and Amendment.** This MOU sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and there are no promises, agreements, or undertakings, either oral or written, expressed, or implied between them other than as set forth herein. No subsequent alteration, amendment, change, or addition to this MOU shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.
5. **Effective Date.** This MOU is effective immediately upon execution by the authorized representatives of the District and the Union as set forth below.
6. **Authorized Representatives.** The Board and the Union respectively represent that the person signing this MOU is duly authorized to do so on its behalf.
7. **Counterparts.** This MOU may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

SIGNATURE PAGE TO FOLLOW

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below.

West Aurora School District No. 129

**West Aurora Office Professionals
Association**

By: 
Its Authorized Representative

By: 
Its Authorized Representative

Title: Board of Education President

Title: WAOPA - President

Date: 3/24/21

Date: 3/24/21

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTADING** is entered into this 8th day of Nov., 2021, between the Board of Education of West Aurora School District 129, Kane County, Illinois (the "Board") and the West Aurora Office Professionals Association, WAOPA, (the "Union") (collectively, the "Parties") to memorialize an agreement between the District and the Union.

WHEREAS, WAOPA is the sole and exclusive bargaining representative for all Office Professional positions listed in Appendix A of the collective bargaining agreement. Positions excluded from the Association are listed in Appendix B which are confidential, supervisory, or otherwise exempt positions specified by statute and /or the Illinois Educational Labor Relations Act;

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement effective from 2020-2025 ("2020-2025 CBA");

WHEREAS, additional tasks have been added to the Office Professionals' job duties;

NOW, THEREFORE, in consideration of the following mutual agreement, the Parties agree to change the work day hours for the following WAOPA positions to eight (8) hour days moving forward:

1. House Office Professionals
2. Library Office Professional/ AAC Intervention & Enrichment Office Professional
3. Nexus Office Professional

All other provisions of the current collective bargaining agreement between WAOPA and the Board will remain unchanged. This Agreement is final and binding. It may be modified, amended or supplemented only in writing and agreed to by both Parties.

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF AURORA SCHOOL DISTRICT 129, KANE COUNTY, ILLINOIS and the WEST AURORA OFFICE PROFESSIONALS ASSOCIATION IEA/NEA, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates indicated below.

WEST AURORA OFFICE PROFESSIONALS ASSOC.

IEA/NEA

Stacy M. Frisch

PRESIDENT

DATE: 11/8/21

WEST AURORA SCHOOL DISTRICT
NO.129, KANE COUNTY, ILLINOIS

Jeff Crain

SUPERINTENDENT

Date: 2/1/22

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTADING** is entered into this 1st day of Feb., 2022, between the Board of Education of West Aurora School District 129, Kane County, Illinois (the "Board") and the West Aurora Office Professionals Association, WAOPA, (the "Union") (collectively, the "Parties") to memorialize an agreement between the District and the Union.

WHEREAS, WAOPA is the sole and exclusive bargaining representative for all Office Professional positions listed in Appendix A of the collective bargaining agreement. Positions excluded from the Association are listed in Appendix B which are confidential, supervisory, or otherwise exempt positions specified by statute and /or the Illinois Educational Labor Relations Act;

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement effective from 2020-2025 ("2020-2025 CBA");

WHEREAS, the District has a need for additional substitute teachers;

NOW, THEREFORE, in consideration of the following mutual agreement, the Parties agree that Office Professionals may be afforded the opportunity to substitute teach under the following guidelines:

- 1) Office Professionals will not be asked to perform the work of a substitute teacher unless the employee has a teaching certificate or a substitute certificate.
- 2) Office Professionals will not be asked to perform the work of a substitute teacher unless the District has exhausted their ability to find a substitute teacher.
- 3) Office Professionals will be asked to perform the work of a substitute teacher solely within their assigned building.
- 4) When an Office Professional is performing the work of a substitute teacher thus temporarily providing internal coverage for a position that is essential to the daily functions of the District, the Office Professional shall receive their per diem plus either twenty-five dollars (\$25.00) for a period of thirty (30) minutes up to three (3) hours or fifty dollars (\$50.00) for a period of more than three (3) hours.
- 5) When an Office Professional is temporarily performing internal coverage for a position that is essential to the daily functions of the District, the Office Professional will be compensated by time sheeting or compensatory time compliance with the Fair Labor Act if working past their daily contract hours to perform essential daily Office Professional duties. In this instance, Office Professionals will be compensated per Article 15. COMPENSATION AND FRINGE BENEFITS, Section 15.2 OVERTIME.
- 6) Office Professionals cannot be required to substitute teach more than eight (8) hours per work week without mutual consent.
- 7) An Office Professional's refusal to substitute teach beyond the eight (8) hours may not be considered negatively in a performance review.
- 8) When an Office Professional is performing the work of a substitute teacher, the Office Professional shall be provided duty free breaks and lunch per Article 6. WORK HOURS, WORK DAYS, CANCELLATION, Section 6.1 HOURS, BREAKS:

a Part-time Office Professional shall be entitled to one (1) fifteen (15) minute duty free break, a Full-time Office Professional shall be entitled to two (2) fifteen-minute duty free breaks, and a thirty (30) minute duty free lunch for full time Office Professionals shall be scheduled by the District, as near as practical to the middle of the work shift, provided such lunch period is not counted as part of the shift length nor for pay purposes.

All other provisions of the current collective bargaining agreement between WAOPA and the Board will remain unchanged. This Agreement is final and binding. It may be modified, amended or supplemented only in writing and agreed to by both Parties.

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF AURORA SCHOOL DISTRICT 129, KANE COUNTY, ILLINOIS and the WEST AURORA OFFICE PROFESSIONALS ASSOCIATION IEA/NEA, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates indicated below.

WEST AURORA OFFICE PROFESSIONALS ASSOC.

IEA/NEA


 _____

PRESIDENT

DATE: 2/1/22

WEST AURORA SCHOOL DISTRICT

NO.129, KANE COUNTY, ILLINOIS

 _____

SUPERINTENDENT

Date: 2/1/22

MEMORANDUM OF UNDERSTANDING

This **MEMORANDUM OF UNDERSTADING** is entered into this 26 day of April, 2022, between the Board of Education of West Aurora School District 129, Kane County, Illinois (the "Board") and the West Aurora Office Professionals Association, WAOPA, (the "Union") (collectively, the "Parties") to memorialize an agreement between the District and the Union.

WHEREAS, WAOPA is the sole and exclusive bargaining representative for all Office Professional positions listed in Appendix A of the collective bargaining agreement. Positions excluded from the Association are listed in Appendix B which are confidential, supervisory, or otherwise exempt positions specified by statute and /or the Illinois Educational Labor Relations Act;

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement effective from 2020-2025 ("2020-2025 CBA");

WHEREAS, ARTICLE 9. VACATION, HOLIDAYS, LEAVES, Section 9.4 PAID HOLIDAYS defines the number of paid holidays for 9-month, 9.5 month, 10-month, 11-month, and 12-month OP positions;

WHEREAS, the State of Illinois recognizes June 19, Juneteenth, as a paid day off for all state employees and a school holiday when it falls on a weekday effective January 1, 2022;

WHEREAS, during the months of June and July the West Aurora School District 129 operates on Summer Hours consisting of 4 ten-hour days with Fridays off;

NOW THEREFORE, in consideration of the promises and mutual undertaking and agreements of the Parties hereto, it is hereby agreed by the Parties as follows:

1. **All 12-month Office Professionals:**
 - a. shall receive a paid 8-hour holiday when June 19, Juneteenth, falls on a workday.
 - b. will create a plan with their Supervisor for working the additional 2 hours. This plan can include the use of personal, vacation, or compensation time.
 - c. will have the option to work four 8-hour days for that week if June 19, Juneteenth, falls on a Friday when the District is closed for Summer Hours.

2. **Effect of Agreement.** the MOU applies to 12-month Office Professionals. This MOU does not modify, amend, or otherwise affect any other Office Professional positions represented by the Union and subject to the CBA.

3. **Entire Agreement and Amendment.** This MOU sets forth all the promises, agreements, conditions, and understandings between the Parties relative to the subject matter hereof and there are no promises, agreements, or undertakings, either oral or written, expressed, or implied between them other than as set forth herein. No subsequent alteration, amendment, change or addition to the MOU shall be binding upon the Parties hereto unless reduced to writing and duly authorized and signed by each of them.

4. **Effective Date.** This MOU is effective immediately upon execution by the authorized representatives of the District and the Union as set forth below.
5. **Authorized Representatives.** The Board and the Union respectively represent that the person signing this MOU is duly authorized to do so on its behalf.
6. **Counterparts.** This MOU may be executed in two or more counterparts, in hard-copy or electronic format, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this MOU on the dates set forth below.

WEST AURORA OFFICE PROFESSIONALS
ASSOCIATION-IEA/NEA

WEST AURORA SCHOOL DISTRICT 129

By: Stacy M. Friesch

By: Michael P. Smith

Title: President

Title: Assistant Supt. Human Resources

Date: 4/26/22

Date: 4/26/22