

**AGREEMENT BETWEEN**  
**EDUCATIONAL SUPPORT PERSONNEL**  
**ASSOCIATION**  
**(ESPA)**

**and the**

**COMMUNITY CONSOLIDATED**  
**SCHOOL DISTRICT 15**

**PALATINE, ILLINOIS**

**2017-2027**



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## Beliefs

As Educators, we share these beliefs which guide our efforts to develop life-long learners and responsible decision-makers:

1. We believe that all of our efforts should be directed toward benefiting the well-being of the students entrusted to us.
  2. We recognize the importance of people having opportunities for growth, and we encourage innovation and creativity in the pursuit of excellence in education.
  3. We believe in the growth of education as a profession and recognize that all associated with education should be involved in setting and implementing standards of professional practice.
  4. We are committed to placing educational decision making in the hands of those involved at the building level. We also appreciate the differences among the various schools of the District.
  5. We recognize the importance of broad-based involvement in decision-making, and encourage collaboration and consensus, when appropriate, in making educational decisions.
  6. We believe that mutual trust and open communication are integral parts of broad-based involvement in decision making.
  7. We believe that everyone makes an integral and valuable contribution to the education of our children.
- \* For consensus to exist, it is not necessary for every participant to agree in full, but it is necessary for every participant to be heard and, in the end, for none to believe that the decision violates his or her conviction. It is not necessary that every person consider the decision to be the best one.

## **Article 1. Preamble**

The Educational Support Personnel Association believes the common goal of all District Employees, in conjunction with the Board of Education, is quality education and the well-being of the children of Community Consolidated School District 15. To achieve this goal, the Association and the Board have agreed upon this formalized method of communication.

## **Article 2. Recognition**

- A. In accordance with the IELRB's certification effective, June 26, 2014, the Board of Education of Community Consolidated School District #15, Cook County, Illinois (hereinafter referred to as the "Board" or the "District"), recognizes Educational Support Personnel Association, IEA-NEA (hereinafter referred to as the "Association"), as the sole and exclusive negotiating agent for all educational support personnel (hereinafter referred to as "Employees").
- B. Educational support personnel shall include all full-time and regular part-time clerical Employees and Program Assistants employed by the Board including ten-month, eleven-month, and twelve-month Secretaries, Building Secretaries, Program Assistants, including Sign Language Interpreters, Clerical Assistants, Office Clerical Assistants, Resource Center Clerical Assistants, TPI Tutors, Class IV Secretaries in the Business Department, Crisis Interventionists, Registered Nurses, Clerical Assistants in the School Nutrition Services Department, AVID Tutors and Grant Assistants, excluding Superintendent Secretaries, Cabinet Secretaries, Executive Secretaries, Benefits Specialist, Payroll Specialist and assistant, supervisors, managerial Employees, confidential Employees, short-term Employees, students, craft Employees, and all other non-professional Employees as defined in the Illinois Education Labor Relations Act.
- C. The ESPA President or designee is recognized as the official spokesperson for the Association.

## **Article 3. Association and District Matters**

### **A. Board Information**

- 1. Notification of Board Meetings. The ESPA President and/or the President's designee shall be provided with a written notice of all regular meetings of the Board together with a copy of the agenda and a copy of the minutes from the previous Board meeting(s) to be approved, and complete Board packet for all open session items (i.e. excluding closed session or other confidential items) at least twenty-four (24) hours prior to the scheduled time of the meeting. The ESPA President shall also receive a copy of any video recording (with audio) of Board of Education meetings within seven (7) business days of such meeting. The District shall provide a minimum of a five (5) school day notice to the ESPA President or designee if it intends to request an ESPA Representative to speak at a Board meeting.
- 2. Association Copies of Board Minutes. If the officially approved minutes differ in any way from the unofficial minutes, a letter explaining the discrepancy may be requested by ESPA. These copies shall be emailed to the ESPA President (if an electronic copy is not available, then a copy shall be mailed to or placed in the mailbox of the ESPA President).
- 3. Association Copies of Board Reports. The administration will make available to the

Association, upon written request, the tentative budget, final board adopted budget, audit reports, and the quarterly budgetary fiscal reports. The Administration shall provide the ESPA with an electronic copy (if available) of the aforementioned material. If an electronic copy is not available, a paper copy shall be provided.

4. Board Agenda. The Association may request matters to be placed on the agenda of all regular Board meetings as long as these matters are requested in writing to the Superintendent prior to the date on which the agenda and notice of the Board meeting are posted as required by law.
5. Information requested by the Association, which is required to be disclosed under the *Freedom of Information Act*, shall be provided, upon request, to the Association, free of charge.

#### B. Use of School Facilities

1. Duly authorized representatives of the Association shall have the exclusive right to use the District mail service, mailboxes, bulletin boards, email, and internet for the following purposes: all Association business including, but not limited to, notices of Association meetings, minutes of Association meetings, elections, results of elections, appointment of officers and committees, and social, educational, and recreational activities of the Association.
2. The Association and its representatives shall have the right to use school buildings for meetings and to transact official Association business. When special custodial service is required, the Board may make a reasonable charge therefore.
3. Use of school facilities pursuant to Paragraphs 1 and 2 above shall be permitted provided that such use shall not interfere with nor interrupt normal school operations.
4. The District shall notify the ESPA President or designee of any change to the email system regarding backing up, deleting or archiving no less than ten (10) school days prior to implementation. Any such changes occurring while school is not in session shall not be implemented until ten (10) business days from a signed confirmation of written notification to the ESPA President or designee.

#### C. Dues Deduction

1. The District shall provide the Association with a list of all Employees on the 15th of each month. Such list shall include each Employee's name, address, date of hire, the name of the school and position to which the Employee is assigned, and number of assigned daily hours.
2. The District shall supply the Association with an electronic list of all Employees and their respective dues upon the first payroll containing the dues deduction and each deduction thereafter. During the school year the District shall notify the Association of a change in employment status reflecting a change in deductions.
3. Any Employee who is a member of the Association may sign a membership form authorizing the deduction of membership dues. Such authorization shall include a waiver of all rights and claims for membership dues deducted and transmitted to the Association



and shall further relieve the Board and all its officers of any liability in this matter. Such authorized deductions shall continue in effect from year to year unless rescinded in writing by the Employee.

4. The Association shall annually certify the rates of membership dues. The Association shall forward the names for dues deduction to the Business Office no later than September 30 for the first deduction to be made October 15. The Association will provide the District with new names by the 30<sup>th</sup> of the month for deductions to begin the 15<sup>th</sup> of the following month. The last dues deductions will normally occur on June 30<sup>th</sup>.
5. The dues amount transferred to the Association shall be in the form of an automatic deposit into a bank account of the Association's choice.
6. Employees who leave the District prior to the end of the school year shall have their remaining dues obligations deducted from their final paycheck.

D. Negotiations

Negotiations will be conducted in compliance with the Illinois Educational Labor Relations Act.

E. Communications Council

Representatives from the Association and the District will meet as needed to discuss issues that affect Employees.

F. Association Leave

1. The Board agrees to permit the Association to use up to ten (10) days per school year with pay at the Association's discretion for the purpose of conducting official Association business related to the District.
2. The Association will reimburse the District for the cost of a substitute for up to thirty (30) additional days of Association Leave.

## **Article 4. Grievance Procedure**

A. Guidelines

1. A grievance is defined to be a complaint by any Employee in the bargaining unit or the Association based on an event or condition which is claimed or considered to be a violation, misinterpretation, or misapplication of this Agreement.
2. Each grievance must list the names of the individual(s) directly affected, contain specific, relevant facts, identify the relief requested, and cite the alleged Agreement violation and a statement of the incident.
3. Nothing contained herein shall be construed as limiting the right of any Employee to pursue a grievance without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and does not proceed beyond Step 2 of the grievance procedure.
4. It is agreed that no grievance shall be presented here under which occurred prior to the effective date of this Agreement.

5. A grievance may be withdrawn at any level without establishing precedent and shall be treated as if it were never filed.
6. The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.
7. Time limits set forth in this procedure may be extended by mutual written agreement.
8. If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.
9. Re-employment or discharge of probationary Employees is not a proper subject for grievances under the grievance procedure.
10. For the purpose of this Article, a work day is defined as a day when the District office is open for business.

#### B. Steps

1. Informal: The parties acknowledge that it is most advantageous that an Employee and his or her immediate supervisor resolve problems through free and informal communication. Prior to any grievance being filed the parties agree to an informal step in which the complaint is presented by the Employee or the Association to the principal or supervising administrator. If, however, this process does not satisfy the Employee or the Association, a grievance may be processed.
2. Step 1: The grievant or the Association representative shall present a written statement of the alleged violation to the principal or supervising administrator within twenty (20) working days after the incident giving rise to the grievance. The principal or supervising administrator shall, within ten (10) work days of the receipt of the grievance, confer with the grievant and/or the Association representative to try to resolve the grievance. The principal or supervising administrator shall, within ten (10) work days after the completion of the conference, give his/her written decision. A copy of the decision shall be given to the Association.
3. Step 2: In the event the grievance has not been resolved in the first step, the Association representative and/or grievant may appeal to the Superintendent or his or her designee. The appeal shall be made within ten (10) work days after the receipt of the principal's or supervising administrator's decision. Within ten (10) work days of the receipt of the appeal, the Superintendent or designee shall confer with the Association representative and/or grievant in an effort to resolve the grievance. The Superintendent, within ten (10) work days following the conference, shall file the written decision and reasons therefore with the grievant and the Association representative.
5. Step 3: Within ten (10) work days after receiving the decision of the Superintendent, the Association may submit the grievance to arbitration.

#### C. Binding Arbitration

1. The arbitrator in his or her decision, shall not amend, modify, nullify, ignore, or add to the

provisions of this Agreement. The arbitrator's authority shall be strictly limited to the issue or issues presented by the parties and the decision must be based solely upon his or her interpretation of the meaning of the express relevant language of this Agreement.

2. The Board and the Association will select a third party to act as an impartial arbitrator and the administrator of the proceedings. The list can be provided by the American Arbitration Association or Federal Mediation and Conciliation Service. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator shall be divided equally between the parties.

### **Article 5. Definition of Full-time Employee**

- A. For the purpose of this Agreement, an Employee shall work no less than five and one-half (5.5) hours per day to qualify for full-time status and related benefits.
- B. No Employee will lose credit for years of full-time employment within the bargaining unit which was earned during prior Agreements between the District and the Association.
- C. If an Employee terminates employment with the District and is subsequently rehired, he/she will be required to work the minimum number of hours needed to qualify for full-time status and related benefits.

### **Article 6. Probationary Period**

- A. Employees new to the District shall have a probationary period of one hundred twenty (120) working days. Any day which the Employee is not in attendance will not count toward the probationary period.
- B. The probationary Employee's supervisor will discuss any issues and/or concerns that arise during the probationary period with the Employee in advance of the end of that period in order to provide time to remediate deficiencies.
- C. A probationary Employee may be discharged without recourse at any time prior to the end of the probationary period. The discharge of a probationary Employee shall not be subject to the provisions of the grievance procedure of this Agreement.

### **Article 7. Seniority**

- A. Definition  
Seniority shall be defined as the total continuous length of service within the District as a full-time Employee in the bargaining unit. Seniority shall begin upon the successful completion of the probationary period and be retroactive to the Employee's first working day. If an Employee is released at the end of a school year for reasons other than performance/cause, the Employee will not experience a break in service if he/she is reemployed by the tenth (10<sup>th</sup>) day of student attendance.
- B. Categories  
Seniority will be category-specific within each of the following categories:
  1. Standard Program Assistants
  2. Bilingual Program Assistants
  3. Registered Nurses
  4. Secretaries

5. Office/School Nutrition Services Clericals
6. Building/LRC Clericals
7. Grant Assistants
8. Sign Language Interpreters

#### C. Guidelines

1. Seniority will transfer from any bargaining unit position to another bargaining unit position based upon certification and being highly qualified for those positions.
2. An Employee will carry seniority within his/her category-specific position.
3. Seniority is defined as the total length of continuous full-time service within the District as an Employee and is significant in determining the order of layoff during a reduction in force.
4. If an Employee voluntarily moves to a part-time position, seniority will cease. In the event the Employee returns to full-time employment as an Employee, seniority will restart with no prior accumulation for past service within the bargaining unit.
5. If an Employee is involuntarily moved to a part-time position, seniority will be neither gained nor lost.
6. All seniority is terminated when an Employee is discharged for just cause, when an Employee resigns, when an Employee fails to report to work within three days after being notified by registered mail, when an Employee is laid off for a period of more than one year or when an Employee transfers to a non-bargaining unit position.
7. There is no individual school or building seniority.

#### D. Seniority List

An updated seniority list shall be prepared by February 1 of each year and is available in the personnel office. One copy will be sent to the ESPA President.

### **Article 8. Reduction in Force**

- A. If it is necessary for the District to reduce the number of Employees, this reduction shall be done according to Section 10-23.5 of the Illinois School Code (PA 85-647). Probationary Employees will be released first, part-time Employees will be released second, and full-time Employees will be released last in order of least senior to most senior.
- B. The order in which vacancies are offered to honorably dismissed Employees shall be in order of seniority within each category of position (most senior recalled first). Notices of all vacancies shall be sent by the personnel office to all dismissed Employees to the address furnished by the Employee. The District and Association will review and mutually agree to a recall procedure. When possible, dismissed Employees will be provided with information about the procedure prior to the end of the school year.

## Article 9. Assignments, Vacancies, and Transfers

### A. Assignments

#### 1. Job Descriptions

- a. Employee job descriptions will be reviewed by the Communication Council, and appropriate updates will be recommended by the Communication Council.
- b. The Association shall have the option to periodically review job descriptions and to make recommendations for changes.
- c. The Personnel Office shall furnish to the Association copies of any new job description prior to the time of posting. The Association shall have the option to submit suggestions for consideration by the Personnel Office concerning such job description and classification.

#### 2. Annual Notification of Employee Availability for Work

- a. All Employees will be sent a letter no later than May 1st of each year requesting them to notify the District whether or not they are available for work for the following school year. Each Employee is required to indicate yes or no with respect to returning to work, sign the form, and return it by the designated deadline in the letter.
- b. Failure to return the form by the deadline will result in that Employee being placed in the involuntary transfer pool for placement at the beginning of the school year.
- c. Failure to respond by the first day of the school year will be considered a resignation from employment in the District.

#### 3. Allocation of Program Assistants

With respect to the allocation of Program Assistants, the section of the Agreement between the Board of Education and the Classroom Teachers' Council shall be used. In the event that this allocation is changed by the Classroom Teachers' Council and the Board of Education, those changes would be applicable to this Agreement.

#### 4. Assignment of Program to Different Building

Generally, Program Assistants assigned to low incidence special education classrooms (autism program, AIME program, multiple needs classrooms, BD self-contained classrooms, etc.) and one-on-one Program Assistants transfer if the program or student is moved to another building.

#### 5. Assignment of Secretaries to Twelve (12) Month Principals

Reassignment of existing secretaries from ten (10) month to twelve (12) month status for twelve (12) month principals will be on a voluntary basis. Vacant secretarial positions for twelve (12) month principals will be posted and filled with twelve (12) month secretaries.

#### 6. District Right of Assignment

The principal has the sole responsibility for the administration of his/her school building and right of assignment.

### B. Vacancies

#### 1. Vacancies Within the Bargaining Unit

- a. A vacancy is a newly created position or a current position within the bargaining unit, which the Board desires to fill.
- b. Vacancies shall be posted on the District's website for five (5) calendar days, and shall

contain the following:

- 1) The name of the position and classification
  - 2) Location of the position
  - 3) Starting date
  - 4) Rate of pay
  - 5) Work hours
  - 6) Minimum requirements
- c. Vacancies will be posted on-line for a minimum of five (5) calendar days before the position is filled, with the exception of emergency vacancies which may require a shorter posting period (e.g., difficult to fill positions, last minute vacancies, etc.)
  - d. The District may fill any vacancy on a temporary basis. The definition of temporary is no more than thirty (30) workdays.
  - e. Employees who request to be considered for an open bargaining unit position will have their files reviewed by the District and granted an interview.

2. Vacancies Outside the Bargaining Unit

- a. All vacancies outside the Bargaining Unit shall be posted on the District website.
- b. A vacancy does not occur if the position is filled by recall, redeployment or reassignment of a current District employee.
- c. Employees who request to be considered for an open non-bargaining unit position will have their files reviewed by the District.
- d. Qualified Employees will be granted the opportunity to interview for a non- bargaining unit position. The District may limit such interviews to one event per twelve-month period per building per position.

C. Transfers

1. Procedure for Involuntary Transfers

- a. An involuntary transfer occurs when an Employee is displaced from his/her position in a building due to the reduction/elimination in the number of positions at that building in his/her job category.
- b. Prior to Employee notification of involuntary transfers, the ESPA President will be informed of the names of affected Employees and/or the number of involuntary transfers necessary at each building.
- c. Prior to the first day of the school year, the District may transfer an Employee to a different position, based upon the needs of the District.
- d. On or after the first day of the school year, involuntary transfers will be handled as follows:
  - 1) If there is an oversupply situation (by job category) within a building, the District will ask for volunteers to voluntarily transfer to another position. If there are more volunteers than needed, the Employee with the most seniority (based upon District experience and qualifications) will receive the voluntary transfer to a different position.
  - 2) If there are no volunteers, the least senior Employee at the affected building (based upon District experience and qualifications) will be notified of an involuntary transfer to a different position.
  - 3) The District will not lower the rate of pay for an Employee who, during the school year, is reassigned to other duties which lowers his/her hourly rate. This guarantee shall cover only the school year in which the action takes place.

2. Procedure for Voluntary Transfers

- a. A voluntary transfer occurs when an Employee requests to move from one position to a different position in the District.

- b. Once the involuntary transfer process is completed, a list of remaining vacancies will be identified on the District's website.
- c. All voluntary transfer requests will be given consideration by the principals. A change in assignment will result only through mutual agreement between the receiving principal and the Employee requesting the transfer and approval from the Assistant Superintendent for Human Resources.
- d. Any Employee who is denied a voluntary transfer may request an explanation of that denial from the District.

Note: In-building assignment changes are the prerogative of the principal. Prior to reassigning an Employee, the principal will meet with that Employee and discuss the change in assignment and reason(s) therefore. If an Employee is not in agreement with a reassignment, he/she may choose to voluntarily transfer to another vacant position in the District.

### **Article 10. Disciplinary Action**

- A. No Employee shall be disciplined or discharged without Just Cause.
- B. The ESPA President shall be copied on all letters of discipline.
- C. Employees may elect to have an Association representative present during disciplinary conferences.

### **Article 11. Evaluation**

- A. All non-probationary Employees shall be evaluated by May 15 of each year. The building principal or immediate supervisor shall be responsible for completing a Classified Employee Performance Review form for each such Employee. An evaluation conference shall be held with each Employee and the building principal or immediate supervisor. Employees must sign the evaluation form to indicate completion of the process. A signature does not imply agreement with the ratings or comments.
- B. The time allotted to any remediation process shall be determined by the severity and nature of the deficiency. If an Employee is placed on remediation, notice will be sent to the Association.
- C. The Employee shall be able to submit written comments. Such comments and all written evaluations are to be placed in the Employee's personnel file.
- D. The current evaluation instrument will not be changed without prior negotiations with the Association.

### **Article 12. Personnel Records**

- A. Only one (1) official file shall be kept for each Employee in the District and such file shall be kept in the central administrative office.
- B. Each Employee shall have the right to review, or may designate by written authorization a representative to review, the contents of his/her official personnel file maintained at the administrative office. The District may require reasonable advance notice from the Employee or designee to review the personal file. If such notice is required, it shall not be greater than two (2) full business days prior to the date requested for review. Neither the Employee, nor a

representative, shall have the right to review any document, or other material, which is exempt from disclosure under the *Personnel Records Review Act*, 820 ILCS 40/10.

- C. All non-exempt communications including evaluations by supervisors or administrators, commendations, and validated complaints directed toward the Employee which are included in his/her official personnel file shall be signed and dated by the Employee prior to being placed in the file. The Employee must sign the written material when shown. However, the signature does not indicate agreement. The Employee shall have the right to attach dissenting material to any non-exempt item in the file. A copy of any material placed in a personnel file shall be provided to the Employee at the same time that the material is shown to the Employee, unless the Employee is exempt from disclosure.
- D. In order for disciplinary or any other material regarding complaints made against an Employee to be placed in a personnel file, such material must be verified with dates, times, places, supporting documentation or other supporting evidence confirming the accuracy of such complaint(s). The name(s) in support of the complaint, as well as the names of all other parties involved, must also be included to the extent permitted by law. The parties acknowledge that a mere presumption of guilt does not constitute a verified complaint in the absence of supporting documentation.
- E. Any written complaints or letters of discipline, which address behavior, which has jeopardized a safe school environment, may remain in the Employee's file and may be used for discipline. However, upon an Employee's request, all other written complaints or letters of discipline will be expunged from the Employee's file three (3) years after the date they are placed in the file and cannot be used for disciplinary purposes unless there is another complaint or letter of discipline of a similar nature against the Employee during the three (3) year period. In the event of a subsequent disciplinary complaint or letter of a similar nature, all related disciplinary materials shall remain in the Employee's personnel file until three (3) years from the last date of discipline.

### **Article 13. Working Conditions**

#### **A. Mileage Reimbursement**

- 1. Employees who are required to use their automobiles in performing the duties to which they are assigned are allowed to claim mileage reimbursement under the District's regulations for such claims.
- 2. Mileage to and from work at the beginning and the end of the school day is not eligible for reimbursement.

#### **B. Extended School Year and Summer Programs**

- 1. All current Employees, excluding probationary or RIF'd Employees, have right of first refusal when the District hires support personnel for the extended school year and summer programs.
- 2. All current Employees, regardless of their building assignments during the regular school year, will be notified of available vacancies in the extended school year and summer programs.



3. The District will post vacancies for the extended school year and summer programs to Employees no later than May 15 of each school year.

#### C. Dispensing Medication

Employees are not required to administer medication to students unless they voluntarily agree to do so by signing a School Medication Authorization Form. All medication shall be administered according to the Board of Education policy. The Board shall indemnify and hold harmless from any liability, Employees who administer medication to students. This provision shall not apply to any bargaining unit positions for which medical related duties are a routine part of their job description.

#### D. School Closure Due To Inclement Weather

1. If schools are closed because of inclement weather, Secretaries and Grant Assistants are required to report to work.
2. Employees, except Secretaries and Grant Assistants, will not be docked wages if there is a school closure due to inclement weather, subject to the following conditions:
  - a. Secretaries or Grant Assistants who are unable to report to work due to inclement weather must use a vacation or personal day to receive payment for such day. If more than five (5) inclement weather school closure days occur between July 1 and June 30 of a given fiscal school year, Secretaries and Grant Assistants will not be required to use a vacation, personal, or sick day to receive payment for such day(s).
  - b. All other Employees are required to work a make-up day when schools are closed due to inclement weather. If more than five (5) inclement weather school closure days occur between July 1 and June 30 of a given fiscal school year, Employees will be required to work a make-up day to receive payment for such day(s).

#### E. Hazardous and Unsafe Conditions

1. Employees shall bring to the immediate attention of the District any situation considered to be unsafe or unhealthy. If the District determines that the situation is unsafe or unhealthy, but that work needs to continue, alternative work locations will be arranged. If the Superintendent determines that an emergency closure of schools is necessary because of conditions posing a threat to the health or safety of students, every effort shall be made to reschedule school so the Employees in the closed school(s) shall not lose their regularly scheduled salary because of the closure. In the event of a school closure due to hazardous or unsafe conditions, upon the Association's written request, the District shall bargain the impact.
2. The District shall make reasonable efforts to ensure a safe working environment.
3. School safety issues shall be referred to the building leadership or building crisis team.
4. The District shall inform the involved Employees as soon as reasonably possible when such Employees are potentially exposed to chronic communicable diseases as defined by the Center for Disease Control, if known. The Employee shall also be provided information regarding prevention and protection from such diseases. No information shall be released in violation of privacy laws.

5. Employees, who are not sick, but unable to work at their assigned building due to other individual's illnesses as directed by their physician, will be provided with an alternate assignment until they are able to return to their assigned duties.

F. Attacks on Employees

The District shall comply with Section 10-21.7 of the School Code. Upon receipt of a written complaint from an Employee, the Superintendent shall report all incidents of battery committed against Employees to the local law enforcement authorities immediately after the occurrence of the attack and to the Department of State Police's Illinois Uniform Crime Reporting Program no later than three (3) days after the occurrence of the attack.

G. Duty Related Injury

No Employee will be subject to any loss in wages or sick/personal leave if injured on the job as a direct result of working with a student or students within the scope of their employment. All accidents, injuries, or occupational diseases incurred by Employees while on duty are to be reported immediately to the Employee's supervisor and the school nurse to determine whether or not medical attention is required. Accident report forms are to be completed by the supervisor and returned to the Personnel Office. Employees who are not sick, but unable to work at their assigned school due to student illnesses in accordance with Americans with Disabilities Act (ADA), will be provided with an alternate assignment until they are able to return to their assigned duties.

H. Damage to Personal Property

The District shall reimburse an Employee for the cost of replacing or repairing his/her eye glasses and/or hearing aid if such is damaged or destroyed as a result of a physical assault by a student or in the act of protecting oneself, another employee, student, or parent from possible injury.

I. Substitute Duties

1. The District may require an Employee substitute teach if the Employee meets state qualifications to perform such duties. In such instances, the Employee will receive his/her normal rate of pay plus a five dollar (\$5.50) stipend for each half-hour of substitute teaching. Half hours are defined as any period of time ranging between one (1) and thirty (30) minutes.
2. Any Employee who substitutes for an absent secretary for an extended period of time (defined as a minimum of four hours) will receive beginning Building Secretary rate of pay for all work performed as a substitute secretary.
3. When a secretary or clerical Employee from School Nutrition Services performs internal subbing duties within the Department of School Nutrition Services, that Employee has the option to take remaining available lunch at the end of the work day.

## **Article 14: Training and Professional Development**

The District and Association recognize the basic purpose of training and professional development is successful job performance and the effective operation of the total school system. To meet that purpose, specific training and professional development will be designed and provided to meet the needs of Employees.

#### A. New Employee Information

1. Within the first five (5) work days of employment, secretaries, office clericals, and nurses will receive the equivalent of a full day of paid training related to the Employee's job assignment. All Employees will receive training which will familiarize the Employee with the following:
  - a. District email and phone systems
  - b. Relevant computer programs (for example: AESOP, SISK, Skyward, etc.)
  - c. Essential functions of the job
2. As soon as practicable after the beginning of employment each new Employee will be invited to attend an orientation session with a representative of the District to review benefits and with the building level supervisor to review job expectations.
3. The District will provide each new Employee with a copy of the ESPA Agreement.

#### B. Ongoing Training

1. Employees' training needs will be addressed by the Communication Council. The Association may provide suggestions for training topics; however the training session topics and frequency will be determined by the District.
2. The District may provide training for Employees on days when students are not in attendance. Employees who do not normally work on such days may voluntarily attend training sessions and be paid at their hourly rate of pay. The District may limit the amount of attendees at a training session.
3. The District (in coordination with the Communication Council) will explore ways to provide yearly CPR/AED training to Employees who perform lunch and/or recess duty (or similar supervisory duties).

#### C. Professional Development

1. The Personnel Department has funds budgeted for Employee professional development. As such, Employees may submit reimbursement requests to the Personnel Department for professional development activities.
2. Requests for reimbursement of professional development expenses will be reviewed by the Communication Council, which will determine if the request for professional development will be approved based upon available funds, alignment with job description, and other appropriate considerations.
3. When possible, the District will serve as a provider for professional development activities.

#### D. Illinois State Training

Employees employed in special education Program Assistant\* positions are required to complete Illinois state training within the first twenty (20) days of student attendance (or 20 days of employment if work begins after the first day of student attendance). The District will compensate these Employees with a maximum of three (3) hours overtime pay. Employees are required to submit timecards to the District to reflect overtime training. Timecards must

be submitted to the Business Department no later than thirty (30) days after the Employee's first work day of the school year.

- \* Early Childhood Program Assistants who work in classrooms where students are not in attendance every week day (i.e. programs with No Kid Mondays) shall not be included in paragraph D. above.

## **Article 15. Leaves**

### **A. General Information**

1. Full-time Employees have access to all leaves benefits for which they meet eligibility requirements. Part-time Employees receive leave benefits where specifically indicated.
2. Employees shall notify the District sub-caller (AESOP) by the Employee's choice of either phone or on-line at the Employee's earliest knowledge of a pending leave day. The District will provide AESOP information to Employees who are newly integrated into the system.

### **B. Sick Leave**

1. Sick leave is granted annually to all full-time Employees according to the following schedule:
  - a. Twelve (12) month Employees – twelve (12) sick days per year
  - b. Eleven (11) month Employees – eleven (11) sick days per year
  - c. Ten month (10) and school term Employees – ten (10) sick days per year
2. After the accumulation of eighty-nine (89) sick days, an Employee shall receive a minimum of fifteen (15) sick days per school year for illness or injury without loss of salary.
3. An Employee working less than a full year shall accrue sick leave on a pro-rated basis. An Employee earns sick leave equal to the percent of employment.
4. The maximum amount of accumulated sick leave shall be unlimited.
5. "Sick leave" means leave for pregnancy, birth, adoption, placement for adoption, injury, quarantine, death in the immediate family or household and illness on the part of the Employee, any member of the Employee's immediate family, or any designated person sharing the Employee's residence on a permanent basis. Immediate family is defined as parents, spouse, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, "partner to a civil union" as defined by Illinois law, and legal guardians (of and for).
6. For purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, "birth" shall not be interpreted to include a non-disability child-rearing leave. Child-rearing leaves shall be available in accordance with the District's Family and Medical Leave Policy.

7. For purposes of this Section, "adoption" and "placement for adoption" shall include only those activities reasonably related and appropriate to the process for adoption or placement for adoption, including travel time where necessary.
8. When an Employee resigns or is terminated, he or she does not receive payment for accumulated sick days. When an Employee resigns or is terminated mid-school year, sick leave days will be calculated on a pro-rated basis. Any sick days used beyond the allotted amount will be deducted from the Employee's final paycheck.
9. The District may require documentation from a physician licensed to practice medicine, or a properly authorized physician assistant, as a basis for pay and verification of the appropriate use during leave after an absence of three (3) consecutive days for personal illness or injury, or thirty (30) days for birth, or as it may deem necessary in other cases. If the District does require documentation as a basis for pay during leave of less than three (3) consecutive days, the District shall pay the expenses incurred by the Employee that is not covered by insurance in obtaining the certificate and provide written reason for such request to the Employee and ESPA.
10. The type of documentation required for sick leave and medical accommodations is contained in Appendix C.
11. An employee who is required to submit medical paperwork will submit such paperwork to the building/department timekeeper or directly to the Assistant Superintendent for Human Resources, or designee.
12. The District shall typically adhere to the following documentation timeline:
  - a. For use of sick leave of less than three (3) consecutive days, Employees shall be required to provide no documentation unless there is reasonable suspicion regarding wrongful use.
  - b. For use of sick leave of three, four, or five (3, 4, or 5) consecutive days, a doctor's note shall be sufficient, if the District requests Employee documentation.
  - c. For use of sick leave of six (6) or more consecutive days Employees shall be required to complete the medical documentation contained in Appendix C. However, Employees shall have up to fourteen (14) calendar days to produce such documentation provided that a doctor's note is received before returning to work.
    - 1) An Employee may return to work prior to submitting the completed medical documentation above if the District receives a doctor's note indicating the Employee may safely return to work without harm to Employee or others and without any required accommodation.
    - 2) In cases only involving the care of a person (as specified in paragraph 15.B.5), an Employee may return to work prior to submitting the completed medical documentation above if the District receives a doctor's note indicating that caring for the person would not impact the Employee's safe return to work.
13. Modification(s) to any medical documentation form(s) will occur only through express written agreement between the District and the Association, unless required by law.

### C. Catastrophic Illness Leave

1. A full-time Employee who has a catastrophic illness will be credited with thirty (30) days of additional paid sick leave if he/she had thirty (30) or more accumulated sick leave days by July 1 of each year. If an eligible Employee had less than thirty (30) days of sick leave days by July 1 of that year, he/she will receive additional paid sick leave equal to fifty (50) percent of his/her total accumulated sick days that existed on July 1 of that year. Upon return to service, any unused catastrophic illness days will be credited to the Employee's personal accumulated sick leave days.
2. Sick Leave Donation for Catastrophic Illness
  - a. In the event a non-probationary full-time Employee has exhausted all of his/her leave days and has either exhausted or has no available catastrophic leave days, as described above, Employees may make a donation of up to two (2) sick days (a one day donation at a time) to such Employee.
  - b. The District will notify Employees of the opportunity to donate days. Any Employee willing to donate such days shall notify the personnel department at the District office no later than one (1) week after the request. A list shall be generated in inverse order of seniority, which shall guide the donation of days. The donated sick days must be used in the school year in which the days were donated.
  - c. The number of donated sick days available for use, per event, by an Employee may not exceed the number of work days during that Employee's normal work year (defined as July 1 through June 30.)
  - d. The use and allocation of these days will be monitored by the Communication Council.
3. For the purpose of this Article, "catastrophic illness" shall be defined as an Employee's life-threatening condition which may leave significant residual disability, including but not limited to AIDS, major burns, trauma with residual paralysis or coma, and cancer.
4. Procedures for sick leave donations are outlined in Appendix B.

### D. Personal Leave

1. Personal leave days or planned absences for all full-time Employees are intended to provide for legal business, professional, religious, and family obligations which Employees cannot meet outside the regular workday, and for funerals of close friends or relatives not covered by the bereavement days.
2. Unused personal leave days are added to sick leave accumulation on July 1 of each year. When an Employee resigns or is terminated, he or she does not receive payment for unused personal leave days.
3. All full-time Employees will receive three (3) personal leave days per year. Employees who begin their service after December 1 shall receive two (2) personal days. Employees who begin their service after March 1 shall receive one (1) personal day.

4. Personal leave shall not be taken on a day immediately before or after a school break (winter or spring break), on a work day immediately before or after a holiday or student non-attendance day, or on the first three (3) or last three (3) days of student attendance of a school year. Personal leave may be granted for the aforementioned times only in extenuating circumstances and with the specific written approval of the Superintendent or designee. Employees who do not receive approval may request the day(s) be taken as absent without pay ("AWP"). Approval of such AWP day(s) shall not be unreasonably withheld.
5. The District shall respond in writing, approving or denying all personal day and/or AWP requests within five (5) business days after receipt of such request. In the event the District does not respond within the five (5) business day time period, such request shall be deemed approved.
6. In the instance of taking a child to reside at College, a personal day will be granted provided that day falls on an Institute Day. If it falls on one of the first three (3) days of student attendance, it will be considered absence without pay.
7. When an Employee is absent on a day immediately after a school break because of delayed or cancelled transportation over which he/she has no control, the District shall grant personal leave. Approval of the use of personal leave is subject to written verification of the delay or cancellation from a reasonable source acceptable to the District.
8. Personal days can only be used consecutively with the written approval of the Superintendent, or designee.
9. In observance of religious holidays of the Employee's faith, Employees shall be entitled to use up to three (3) sick leave days annually for religious leave.

#### E. Unpaid Leave

1. This benefit is available to all Employees, including part-time Employees.
2. In the event an Employee has no available or applicable leave days (e.g. sick, personal, bereavement, etc.) with the specific written approval of the Superintendent or designee, the Employee may be granted an unpaid leave. Approval shall not be unreasonably withheld.
3. An Employee who is unable to return to work after the exhaustion of all leave days or for twelve (12) months may be terminated at the discretion of the Board, subject to any applicable state or federal rule or regulation. The Employee may continue in the group health and group dental and vision insurance program at the Employee's expense after the exhaustion of leave days until termination or resignation.
4. The Employee will not accrue seniority during an unpaid leave.

5. An Employee who returns from such leave shall not be guaranteed a particular position, but shall instead be assigned to a position for which he/she is qualified.
7. The District shall grant an unpaid leave of absence for the purpose of completing student teaching. Such leave shall not exceed one school year.

#### F. Jury Duty Leave

1. This benefit is available to all Employees, including part-time Employees.
2. An Employee shall be excused at full pay for the purpose of fulfilling a summons for jury duty.

#### G. Bereavement Leave

1. This benefit is available to all Employees, including part-time Employees.
2. An Employee will be allowed, at his/her option, up to four (4) days per occurrence without loss of pay for an absence due to a death in the immediate family, or of any designated person sharing the Employee's residence on a permanent basis. If the first day is on a Monday, the Employee shall be provided a bereavement day for the Friday of that week (allowing for a Monday through Friday bereavement week). If bereavement days are not consecutive, only four (4) days shall be allocated.
3. Immediate family is defined as parents, spouse, brothers, sisters, children, aunts/uncles, nieces/nephews, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, "party to a civil union" as defined by Illinois law, and legal guardians (of or for).

#### H. Family and Medical Leave (FMLA)

1. Employees who meet eligibility requirements for FMLA or who meet full-time eligibility status under Article 5 of this Agreement are eligible for medical and/or family leave in accordance with the provisions in the Family and Medical Leave Act (FMLA), subject to Board policy.
2. Upon the exhaustion of FMLA leave, Employees must return to employment for the remainder of the employment year as defined within Article 16 of the Agreement. Employees who choose not to return will waive their right to such FMLA benefit and be responsible for all insurance costs incurred during the FMLA leave period, except Employees who are unable to return for medical reasons, who shall supply the District with documentation (contained in Appendix C) and may remain on unpaid leave, subject to Board policy.



## Article 16. Work Calendar

### A. Calendar

1. Twelve (12) Month Secretaries - Two hundred sixty (260) paid workdays (which includes holidays), unless additional paid hours are offered by the administration.
2. Eleven (11) Month Secretaries - Two hundred twenty-seven (227) paid workdays (which includes holidays), unless additional paid workdays are offered by the administration.
3. Ten (10) Month Secretaries - Two hundred fifteen (215) paid workdays (which includes holidays), unless additional paid hours are offered by the administration. These secretaries will be eliminated through attrition or offered a 12-month position.
4. Ten (10) Month Secretaries for School Nutrition Services – One hundred ninety (190) paid workdays (which include holidays), 7.5 hours per day. Additional paid days may be offered by the administration.
5. Clerical(s) for School Nutrition Services – One hundred ninety-four (194) paid workdays (which include holidays), 7 hours per day. Length of the work year equal to the school year for students, plus eleven (11) additional days, which shall be assigned by Administration (seven (7) hours per day). Additional paid days may be offered by the administration.
6. Office Clericals - One hundred ninety-four (194) paid workdays (which include holidays). Length of the work year equal to the school year for students, plus eleven (11) additional days including one (1) walk-in registration day, which shall be assigned by Administration. Additional paid days may be offered by the administration.
7. Program Assistants Building/LRC Clericals - Paid workdays equal to school year for students, unless additional paid hours are requested by the administration. Total paid work days are 185 inclusive of 174 student attendance days, 9 paid holidays, and 2 institute days.
8. Registered Nurses - Paid workdays equal to school year for students, plus two (2) August in-service days prior to the first day of school, five (5) of choice in August (to setup office, organize charts, physicals, etc.), and two (2) in-service days (one to be used for CPR recertifications and the other for nursing professional development). Additional paid days may be requested by the administration.
9. Sign Language Interpreters - Six (6) hour paid workday with number of paid workdays equal to school year for students, unless additional paid hours are requested by the administration. Total paid work days are 185 inclusive of 174 student attendance days, 9 paid holidays, and 2 institute days.

### B. Breaks and Lunches

1. Breaks
  - a. All full-time Employees except secretaries shall have two fifteen (15) minute breaks per day with pay.
  - b. Secretaries who work seven and one half (7.5) or more hours per day shall have two

- fifteen (15) minute breaks per day with pay.
- c. All part-time Employees shall have one (1) fifteen (15) minute break per day with pay.

2. Lunches

- a. All full-time Employees except secretaries shall have a thirty (30) minute duty-free unpaid lunch.
- b. Secretaries who work seven and one half (7.5) or more hours per day shall have a one (1) hour duty-free unpaid lunch.
- c. Lunch is unpaid and is therefore not included in the workday hour calculation.
- d. To help ensure a duty-free lunch, Employees must leave their regular workstations during lunch break.

C. Paid Vacation

1. Only twelve (12) month Employees qualify for vacation days.
2. All twelve (12) month Employees shall receive vacation days after completion of six (6) months of continuous employment. On June 30, vacation for Employees who have worked less than twelve (12) months will be determined by multiplying 0.834 times the number of months worked prior to June 30.
3. An Employee shall have until the end of the following fiscal year to use the earned vacation days before losing them. Each year thereafter, vacation days shall be granted on July 1 and must be used prior to June 30 of the following year. Up to five (5) unused vacation days will be carried over and available for use until October 1 of that next school year.
4. Vacation is earned based on the time period worked within the bargaining unit and shall be granted as follows:
  - a. Employees in year two to four (2-4) receive ten (10) days per year
  - b. Employees in year five to nine (5-9) receive fifteen (15) days per year
  - c. Employees with ten (10) years or more receive twenty (20) days per year
5. If an Employee becomes a twelve (12) month Employee, he or she will receive half (0.5) credit of a year for each year of full-time service to determine vacation days.
6. When an Employee resigns or is terminated, he or she will receive payment for earned vacation time not already used up until the resignation or termination date.
7. Vacation leave requests are submitted to and approved by the immediate supervisor.
8. Vacation leave cannot be used during the following times, except in extenuating circumstances with the written approval of the Superintendent, or designee:
  - a. during the fourteen (14) calendar days prior to the first student attendance day
  - b. on a day immediately before or after a school break (summer, winter, or spring break)
  - c. during the first three (3) or last three (3) days of student attendance of a school year

D. Paid Holidays

1. All full-time Employees shall be entitled to nine (9) paid holidays as follows:  
Labor Day

Columbus Day  
Thanksgiving  
Day after Thanksgiving  
Christmas Eve  
Christmas  
New Year's Day  
President's Day  
Martin Luther King, Jr. Birthday

2. All twelve (12) month Employees shall also be entitled to holiday pay on the Fourth of July. All twelve (12) month Employees shall also be entitled to holiday pay for Juneteenth, provided Juneteenth falls on a workday.
3. To qualify for holiday pay, an Employee must be present on the last workday before the holiday and the first workday after the holiday unless he/she has received prior approval for personal or vacation days. If an Employee is sick on the day before or after a holiday, he/she may be required to furnish the District with a doctor's statement in order to receive holiday pay.
4. Regardless of calendar changes, there will be no diminishment in the total number of yearly paid holidays.

#### E. School Nutrition Services

1. Length of Work Day
  - a. Ten (10) month Secretaries for School Nutrition Services
    - 1) 7:30 am - 4 pm
    - 2) Above listed time includes one (1) hour unpaid duty-free lunch and two (2) paid fifteen (15) minute breaks.
  - b. Clerical(s) for School Nutrition Services
    - 1) 8 am - 3:30 pm
    - 2) Above listed time includes thirty (30) minutes unpaid duty-free lunch and two (2) paid fifteen (15) minute breaks.
  - c. The specific time listed above are a guideline only. Work hours will be determined by the District in order to best serve the needs of the District.
2. Internal Subbing  
When a secretary or clerical employee from School Nutrition Services performs internal subbing duties within the Department of School Nutrition Services, that Employee has the option to take the remaining available lunch at the end of the work day.
3. Timesheets  
A School Nutrition Services employee is expected to submit a timesheet if the time worked differs from that employee's normally scheduled work day provided such work is approved in advance by the immediate supervisor.
4. Absences  
A school Nutrition Services employee is expected to notify the District sub-caller by the Employee's choice of either phone or on-line at the employee's earliest knowledge of a pending leave day. The District will provide absence information to the employees who are newly integrated into the system. In the event that the employee is unable to enter

the absence into the electronic system. Such employee must contact his/her supervisor via phone at the employee's earliest knowledge of the pending leave day.

## Article 17. Wages and Benefits

### A. Wages

1. The wage schedules for January 1, 2022 – June 30, 2023 are contained in Appendix A. Due to the formula outlined in c. below, salary schedules for school years 2022-23 and beyond must be created after the PTELL (tax cap) is determined.
  - a. Effective January 1, 2022 - June 30, 2022  
The base of all salary schedules will be increased by \$2.00.  
Step increase will remain at 1.85%
  - b. Effective July 1, 2022 - June 30, 2023  
The base salary of all salary schedules will be increased by \$1.00.  
Step increase will remain at 1.85%
  - c. Effective July 1 (2023, 2024, 2025, 2026) through the following June 30 (respectively)  
The base salary will be increased equal to the applicable percentage for the respective tax levy year as set by the Property Tax Extension Limitation Law (so-called "tax cap"), but no less than 2.25% and no greater than 5%.
  - d. For each year of this Agreement, all Employees will receive guaranteed yearly step movement of 1.85%.
  - e. All new Employees will be placed on Step Zero (0) of the appropriate wage schedule. If a position is difficult to fill, the District may place a new Employee on up to Step Four (4) of the appropriate wage schedule. The District will notify the ESPA President prior to placing the new Employee on the higher wage schedule step.
  - f. Wage schedules are posted in Appendix A of this Agreement, and are listed as follows
    - 1) Wage schedule A includes the following job categories:  
Standard Program Assistants  
Bilingual Program Assistants  
Office/School Nutrition Services Clericals  
Building/LRC Clericals
    - 2) Wage schedule B includes the following job categories:  
Secretaries  
Grant Assistants
    - 3) Wage schedule C includes the following job categories:  
Registered Nurses
    - 4) Wage Schedule D includes the following job categories:  
Sign Language Interpreters
  - g. Office Clericals/School Nutrition Services Clerical(s), and Building/LRC Clericals will be placed onto Wage Schedule A. Initial placement will occur in 2017-2018, with placement reflective of the clerical Employee's 2016-2017 step placement plus one (1) additional step, except for those Employees who did not work full time for a full year or otherwise had a change in employment status. For example, if an office clerical was on step 9 of the 2016-2017 clerical assistant wage schedule, then that Employee will be placed on step 10 of the 2017-2018 Wage Schedule A.
  - h. Employees who work beyond forty (40) hours per week at the direction of his/her immediate supervisor are entitled to receive pay for hours worked over forty (40) in accordance with the Fair Labor Standards Act. When an Employee works more than his/her regularly scheduled hours but less than forty (40) hours per week that Employee's regular hourly rate applies.

2. Job Category Movement Within a Wage Schedule  
Effective July 1, 2017, if an Employee changes job categories and the new job category is on the same wage schedule as the former job category, then that Employee will remain on his/her step with normal step progression.
3. Job Category Movement Between Wage Schedules  
Effective July 1, 2017, if an Employee changes job categories and the new job category is on a different wage schedule, then that Employee will move to the step on the new wage schedule which is closest to that Employee's former hourly rate of pay. If the hourly rate of pay on the new step placement is equal to or less than the Employee's former hourly rate of pay, then the Employee will be placed on the next highest step on the new wage schedule.
4. Pay Periods
  - a. All Employees shall be paid by means of direct deposit twice monthly on the fifteenth of each month (or the preceding work day if the 15th is a weekend or a holiday) and on the last working day of the month, beginning September 15 of each school year. Such payment will occur via electronic fund transfer.
  - b. All Employees will be paid in twenty-four (24) pays with insurance premiums deducted in each pay. In situations where an Employee has extremely limited earnings, an Employee may not be paid in twenty-four (24) pays. The ESPA President will be notified in advance of such situations.
5. Conditions Related to Nursing
  - a. In a situation where a nurse encounters a new type of treatment or administration of medication, every effort will be made to provide training to that nurse.
  - b. A yearly pool of \$5,200 is available to grant additional paid work time outside the normal workday for Nurses to complete mandatory state documentation related to the state immunization survey. Such time shall be made available between July 1 and November 1. Pre-approval is required for compensation for additional paid work time. Request for approval of additional paid work time shall be made to the Assistant Superintendent for Student Services (or designee), and such approval shall not be unreasonably denied. Each nurse will receive approval for a maximum of twenty (20) hours of additional paid work sourced from this fund.
6. Conditions Related to Building Secretaries  
A yearly pool of \$20,000 shall be available to grant paid overtime work outside the normal workday for building secretaries to complete activities associated with the start of the school year. Such overtime shall be for work completed between August 1 and September 15. Request for pre-approval of additional paid work time shall be made to the Principal. Each building secretary may be approved for up to a maximum of twenty (20) hours of additional paid work sourced from this fund. Timesheets must be received by the Business Department no later than September 30 of the school year in which the work is completed.
7. Pay Differentials and Extra Duty Pay
  - a. Nursing Pay Differential
    - 1) A pay differential of \$1.00/hour will be added to the hourly rate of pay for those nurses who have a Bachelor of Science or Arts degree in Nursing.
    - 2) A pay differential of \$1.75/hour will be added to the hourly rate of pay for those nurses who have a Master's degree in Nursing.

- 3) A pay differential of \$1.25/hour will be added to the hourly rate of pay for those nurses who hold the designation to complete medical reviews and make recommendations for IEPs.
  - 4) If there is only one (1) nurse at Conyers Learning Academy (CLA) a pay differential of \$1.25/hour will be added to that nurse's regular pay if fifty (50) or more medical case studies were completed the prior year.
- b. Special Education Program Assistant Pay Differential
- 1) Program Assistants assigned to provide services for Special Education Students shall receive one of the following stipends:
    - The Special Education Stipend will be added to regular pay for those Program Assistants who are assigned to provide services for students who have qualified for special education services, and who do not qualify for the personal care or high needs program stipend (as listed below).
    - The Special Education Personal Care Stipend will be added to regular pay for those Program Assistants who have duties that require them to provide "personal care" to students that included performing one or more of the following duties at least three times per week: catheterization, diapering, tube feeding, oral feeding, oxygen monitoring, body repositioning/turning/lifting, toileting (beyond support typical for the child's age/grade) and those who are required by the Student Services Department to have restraint training in order to perform their job.
    - The Special Education High Needs Program Stipend will be added to regular pay for those Program Assistants who are assigned to Conyers Learning Academy (CLA) or one of the following programs: Structured for Independence Program (SIP), Social Emotional Academic Learning (SEAL), Modified Instructional Learning Environment (MILE), Alternate Instruction for Meaningful Education (AIME), Transitional Kindergarten (TK) or Learning Environment for Academic Progress (LEAP)
  - 2) The hourly rate for the above mentioned special education stipends will be as follows:

Stipend Category	Stipend Per Hour
Special Education	\$2.50
Special Education Personal Care	\$4.00
Special Education High Needs Programs	\$6.00

- c. Summer School Secretaries  
 If a twelve (12) month secretary is in a building selected as a summer school site and there is only one secretary assigned to the building during the summer, the one secretary will receive a weekly stipend of one hundred dollars (\$100) for each week summer school is in session.
- d. Supervision and Extra Duty Pay
- 1) Supervision and Extra Duty Pay is given to Employees who are assigned to activities which are outside their primary work duties. These activities include, but are not limited to, the following:
    - Morning Supervision
    - Afternoon Supervision
    - Breakfast Duty
    - Lunch Duty
    - Recess Duty
    - Bus Duty/Car Duty
    - Detention Duty

- Athletic and Special Events
- 2) Employees will receive supervisory extra duty pay for contracted hours (i.e., those not included in timesheets) when an Employee uses an available leave day (such as a sick day, personal day, or holiday.)
- 3) Supervision Extra Duty Pay will be paid at the Employee's normal hourly rate of pay, and will be calculated in quarter (1/4) hour increments.
- f. Translation Services Extra Duty Pay  
If the District requests an Employee provide language translation services, that Employee be paid at his/her normal rate of pay or twenty dollars (\$20) per hour, whichever is higher, and such payment will occur in half (1/2) hour increments.

## B. Benefits

1. Medical, Prescription, Dental, and Vision Insurance Benefits
  - a. All full-time Employees are eligible for insurance benefits. For the purpose of determining the number of hours needed to qualify for insurance benefits, all contracted hours within the Employee's supervision and extra duty assignments are included in the Employee's hours worked per day.
  - b. Benefits for Employees will be the same as those negotiated by CTC, including any increases in premiums, deductibles or co-payments that are the result of negotiations with the CTC.
  - c. All coverage shall begin on the first day of employment. If employment is involuntarily terminated, coverage will cease on the last day of the month in which the termination occurs. If employment is voluntarily terminated or work hours are reduced to below the qualifying amount, coverage will cease on the last day of the month following the month in which termination or reduction occurs.
2. Life Insurance  
Full-time Employees will receive \$50,000 of term life insurance.
3. Long Term Disability Insurance  
Secretaries hired prior to July 1, 2013, will receive long-term disability insurance. Employees hired on or after July 1, 2013, will not receive long-term disability insurance.
4. Flexible Benefit Program
  - a. All full-time Employees may participate in the Flexible Benefit Program in addition to their regular insurance plan. The deadline for enrollment in the program is thirty (30) days from the beginning date of employment or during the annual open enrollment period.
  - b. The flexible benefit plan shall include Medical Care Spending Account and Dependent Care Spending Account. Participation in either or both plans shall be voluntary.
  - c. The details of the plan will be jointly determined by the CTC and the District.
5. 403(b)  
All Employees may participate in a 403(b) program. The District will inform all Employees of which companies have been approved and what programs are available.
6. Insurance for Retirees  
An Employee who is vested in IMRF and who retires in the District shall be entitled to participate in the medical and dental insurance programs by paying the monthly premium at the group rate.

### **Article 18. Management Rights**

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes of the State of Illinois except as limited by the terms of this Agreement.

### **Article 19. No Strike Clause**

During the term of this Agreement, the Association and its members agree to provide full and complete service to the District in the capacity for which they were employed.

### **Article 20. Savings Clause**

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect.

### **Article 21. Complete Understanding**

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties. The Association and District retain all rights granted to both by the Illinois Educational Labor Relations Act (IELRA).



**Article 22. Term of Agreement**

This Agreement shall be effective July 1, 2023 and shall continue in effect until June 30, 2027.

In witness thereof:

For the Educational Support  
Personnel Association:

For the Board of Education  
School District 15:

\_\_\_\_\_  
Denise Stegich  
ESPA President

\_\_\_\_\_  
Lisa Szczupaj  
Board of Education, President

\_\_\_\_\_  
Anthony Wang  
Board of Education, Secretary

**APPENDIX A: WAGE SCHEDULES**

**WAGE SCHEDULE A**

HOURLY RATES FOR:  
STANDARD PROGRAM ASSISTANTS, BILINGUAL PROGRAM ASSISTANTS,  
OFFICE CLERICALS & BUILDING/LRC CLERICALS

Step	1/1/22-6/30/22	7/1/22 – 6/30/23	2023-2024
0	13.39	14.39	\$ 15.11
1	13.64	14.66	\$ 15.39
2	13.89	14.93	\$ 15.67
3	14.15	15.20	\$ 15.96
4	14.41	15.48	\$ 16.26
5	14.68	15.77	\$ 16.56
6	14.95	16.06	\$ 16.87
7	15.22	16.36	\$ 17.18
8	15.50	16.66	\$ 17.50
9	15.79	16.97	\$ 17.82
10	16.08	17.29	\$ 18.15
11	16.38	17.60	\$ 18.49
12	16.68	17.93	\$ 18.83
13	16.99	18.26	\$ 19.18
14	17.31	18.60	\$ 19.53
15	17.63	18.94	\$ 19.89
16	17.95	19.29	\$ 20.26
17	18.29	19.65	\$ 20.63
18	18.62	20.02	\$ 21.02
19	18.97	20.39	\$ 21.40
20	19.32	20.76	\$ 21.80
21	19.68	21.15	\$ 22.20
22	20.04	21.54	\$ 22.61
23	20.41	21.94	\$ 23.03
24	20.79	22.34	\$ 23.46
25	21.17	22.76	\$ 23.89

Salary Schedule continued on next page

**WAGE SCHEDULE A  
(continued)**

HOURLY RATES FOR:  
STANDARD PROGRAM ASSISTANTS, BILINGUAL PROGRAM ASSISTANTS,  
OFFICE CLERICALS & BUILDING/LRC CLERICALS

Salary Schedule continued.			
Step	1/1/22-6/30/22	7/1/22 – 6/30/23	2023-2024
26	21.57	23.18	\$ 24.34
27	21.96	23.61	\$ 24.79
28	22.37	24.04	\$ 25.24
29	22.79	24.49	\$ 25.71
30	23.21	24.94	\$ 26.19
31	23.64	25.40	\$ 26.67
32	24.07	25.87	\$ 27.16
33	24.52	26.35	\$ 27.67
34	24.97	26.84	\$ 28.18
35	25.43	27.33	\$ 28.70
36	25.90	27.84	\$ 29.23
37	26.38	28.35	\$ 29.77
38	26.87	28.88	\$ 30.32
39	27.37	29.41	\$ 30.88
40	27.88	29.96	\$ 31.46
41	28.39	30.51	\$ 32.04
42	28.92	31.08	\$ 32.63

**WAGE SCHEDULE B**  
**HOURLY RATES FOR:**  
**SECRETARIES**

Step	1/1/22-6/30/22	7/1/22 – 6/30/23	2023-2024
0	20.53	21.53	\$ 22.61
1	20.91	21.93	\$ 23.02
2	21.30	22.33	\$ 23.45
3	21.69	22.75	\$ 23.88
4	22.09	23.17	\$ 24.33
5	22.50	23.60	\$ 24.78
6	22.92	24.03	\$ 25.23
7	23.34	24.48	\$ 25.70
8	23.77	24.93	\$ 26.18
9	24.21	25.39	\$ 26.66
10	24.66	25.86	\$ 27.15
11	25.12	26.34	\$ 27.66
12	25.58	26.83	\$ 28.17
13	26.05	27.32	\$ 28.69
14	26.54	27.83	\$ 29.22
15	27.03	28.34	\$ 29.76
16	27.53	28.87	\$ 30.31
17	28.04	29.40	\$ 30.87
18	28.56	29.95	\$ 31.44
19	29.08	30.50	\$ 32.03
20	29.62	31.06	\$ 32.62
21	30.17	31.64	\$ 33.22
22	30.73	32.22	\$ 33.84
23	31.30	32.82	\$ 34.46
24	31.88	33.43	\$ 35.10
25	32.46	34.05	\$ 35.75
26	33.07	34.68	\$ 36.41
27	33.68	35.32	\$ 37.08
28	34.30	35.97	\$ 37.77
29	34.93	36.64	\$ 38.47
30	35.58	37.31	\$ 39.18

**WAGE SCHEDULE C**  
 HOURLY RATES FOR:  
 REGISTERED NURSES

Step	1/1/22-6/30/22	7/1/22 – 6/30/23	2023-2024
0	26.56	27.56	\$32.94
1	27.05	28.07	\$33.55
2	27.55	28.59	\$34.17
3	28.06	29.12	\$34.80
4	28.58	29.66	\$35.44
5	29.11	30.21	\$36.10
6	29.65	30.76	\$36.77
7	30.20	31.33	\$37.45
8	30.76	31.91	\$38.14
9	31.32	32.50	\$38.85
10	31.90	33.10	\$39.56
11	32.49	33.72	\$40.30
12	33.09	34.34	\$41.04
13	33.71	34.98	\$41.80
14	34.33	35.62	\$42.57
15	34.97	36.28	\$43.36
16	35.61	36.95	\$44.16
17	36.27	37.64	\$44.98
18	36.94	38.33	\$45.81
19	37.63	39.04	\$46.66
20	38.32	39.76	\$47.52
21	39.03	40.50	\$48.40
22	39.75	41.25	\$49.30
23	40.49	42.01	\$50.21
24	41.24	42.79	\$51.14
25	42.00	43.58	\$52.09

**WAGE SCHEDULE D**  
 HOURLY RATES FOR:  
 SIGN LANGUAGE INTERPRETERS

Step	1/1/22-6/30/22	7/1/22 – 6/30/23	2023-2024
0	26.07	27.07	\$ 28.42
1	26.55	27.57	\$ 28.95
2	27.04	28.08	\$ 29.48
3	27.54	28.60	\$ 30.03
4	28.05	29.13	\$ 30.59
5	28.57	29.67	\$ 31.15
6	29.10	30.22	\$ 31.73
7	29.64	30.78	\$ 32.32
8	30.19	31.35	\$ 32.91
9	30.75	31.93	\$ 33.52
10	31.31	32.52	\$ 34.14
11	31.89	33.12	\$ 34.77
12	32.48	33.73	\$ 35.42
13	33.09	34.35	\$ 36.07
14	33.70	34.99	\$ 36.74
15	34.32	35.64	\$ 37.42
16	34.96	36.30	\$ 38.11
17	35.60	36.97	\$ 38.82
18	36.26	37.65	\$ 39.53
19	36.93	38.35	\$ 40.27
20	37.62	39.06	\$ 41.01
21	38.31	39.78	\$ 41.77
22	39.02	40.52	\$ 42.54
23	39.74	41.27	\$ 43.33
24	40.48	42.03	\$ 44.13
25	41.23	42.81	\$ 44.95

## **APPENEDIX B: ESPA Sick Leave Donation for Catastrophic Illness**

### **Procedures**

When an ESPA bargaining unit member requests the District implement the sick leave donation for catastrophic leave provision of the negotiated agreement the following procedures shall be followed:

1. District will determine if the employee meets the following criteria:  
catastrophic illness defined as follows:  
“an Employee’s life-threatening condition which may leave significant residual disability, including but not limited to AIDS, major burns, trauma with residual paralysis or coma, and cancer”  
  
sick leave donation criteria for qualification defined as follows:
  - non-probationary full-time Employee
  - exhausted all of his/her leave days
  - has exhausted or has no available catastrophic leave days
2. The District will notify the ESPA president if the employee qualifies for a sick day donation.
3. The ESPA designee will have the employee submit (to both ESPA and Personnel) the language which will be included on the donation request. The ESPA designee and personnel will review the language prior to the dissemination of the request (outlined in 5 below).
4. The ESPA designee will make notification, via email, to all ESPA bargaining unit members of the sick day donation request. Such notification must be sent on a Monday and bargaining unit members will be given 5 days to notify the ESPA designee of their intent to donate either 1 or 2 days. The email must include the donor’s name, location, and amount of days he/she is donating, through the email template below.
5. ESPA will submit a list of all ESPA bargaining unit members willing to donate in order of seniority accompanied by the corresponding emails confirming the donation
6. District shall use one sick day from each employee in order of reverse seniority beginning with the largest seniority group. If necessary, the second day will then be deducted from each employee in reverse seniority for those who chose to donate 2 days.

## ESPA Catastrophic Leave Donation Request Staff Email Template

ESPA is requesting bargaining unit members to consider donating one or two sick days on behalf of **name** at **location**.

The open window for donations shall be from Monday **xx/xx/xx**- Friday **xx/xx/xx** in the form of an email sent directly to BOTH **ESPA President (XXX@ccsd15.net)** and **ESPA Designee (XXX@ccsd15.net)**.

Your email MUST:

1. include your name
2. include your school/location
3. specify how many days you are donating (1 or 2)
4. be sent from your district email to the ESPA President **(name)** and ESPA Designee **(name)**.
5. **be received no later than Friday, XX/XX/XXXX.**

Reason for Request:

*This area to be written directly by employee and submitted to Personnel and ESPA president/designee confirming their willingness to share the information.*

Eligibility: "catastrophic illness" shall be defined as an Employee's life-threatening condition which may leave significant residual disability, including but not limited to AIDS, major burns, trauma with residual paralysis or coma, and cancer.



## **APPENEDIX C: Medical Documentation**

In accordance with Article 15 of this agreement, the following forms shall be used when providing medical documentation to the District.

1. Certification of Health Care Provider for Employee's Serious Health Condition (Family and Medical Leave Act) – US Department of Labor
  - Use this form when absent from work for six or more consecutive days due to the employee's own medical condition.
2. Certification of Health Care Provider for a Family Member's Serious Health Condition (Family and Medical Leave Act) - U.S. Department of Labor Form
  - Use this form when absent from work for six or more consecutive days due to an employee's family member's medical condition.
3. Physician's Certification Form
  - Use this form when requesting a medical accommodation at work (such as; lifting restriction, modified schedule, etc).
4. Release of Medical Records and Information
  - Please sign this to permit the District to contact the physician in order to clarify information submitted.
  - Please note: In the event this form is not signed, the employee may be required to have the physician submit addition information.

Certification of Health Care Provider for  
Employee's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT

OMB Control Number: 1235-0003  
Expires: 5/31/2018

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave due to a serious health condition to submit a medical certification issued by the employee's health care provider. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: \_\_\_\_\_

Employee's job title: \_\_\_\_\_ Regular work schedule: \_\_\_\_\_

Employee's essential job functions: \_\_\_\_\_

Check if job description is attached: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave due to your own serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form. 29 C.F.R. § 825.305(b).

Your name: \_\_\_\_\_  
First Middle Last

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** Your patient has requested leave under the FMLA. Answer, fully and completely, all applicable parts. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the employee is seeking leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), genetic services, as defined in 29 C.F.R. § 1635.3(e), or the manifestation of disease or disorder in the employee's family members, 29 C.F.R. § 1635.3(b). Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: (\_\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_

PART A: MEDICAL FACTS

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

**Mark below as applicable:**

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?

\_\_\_ No \_\_\_ Yes. If so, dates of admission:

\_\_\_\_\_

Date(s) you treated the patient for condition:

\_\_\_\_\_

Will the patient need to have treatment visits at least twice per year due to the condition? \_\_\_ No \_\_\_ Yes.

Was medication, other than over-the-counter medication, prescribed? \_\_\_ No \_\_\_ Yes.

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?

\_\_\_ No \_\_\_ Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_

2. Is the medical condition pregnancy? \_\_\_ No \_\_\_ Yes. If so, expected delivery date: \_\_\_\_\_

3. Use the information provided by the employer in Section I to answer this question. If the employer fails to provide a list of the employee's essential functions or a job description, answer these questions based upon the employee's own description of his/her job functions.

Is the employee unable to perform any of his/her job functions due to the condition: \_\_\_ No \_\_\_ Yes.

If so, identify the job functions the employee is unable to perform:

\_\_\_\_\_

4. Describe other relevant medical facts, if any, related to the condition for which the employee seeks leave (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PART B: AMOUNT OF LEAVE NEEDED**

5. Will the employee be incapacitated for a single continuous period of time due to his/her medical condition, including any time for treatment and recovery?  No  Yes.

If so, estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

6. Will the employee need to attend follow-up treatment appointments or work part-time or on a reduced schedule because of the employee's medical condition?  No  Yes.

If so, are the treatments or the reduced number of hours of work medically necessary?  
 No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

\_\_\_\_\_

Estimate the part-time or reduced work schedule the employee needs, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

7. Will the condition cause episodic flare-ups periodically preventing the employee from performing his/her job functions?  No  Yes.

Is it medically necessary for the employee to be absent from work during the flare-ups?  
 No  Yes. If so, explain:

\_\_\_\_\_

\_\_\_\_\_

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency : \_\_\_\_\_ times per \_\_\_\_\_ week(s) \_\_\_\_\_ month(s)

Duration: \_\_\_\_\_ hours or \_\_\_\_\_ day(s) per episode

**ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Certification of Health Care Provider for  
Family Member's Serious Health Condition  
(Family and Medical Leave Act)

U.S. Department of Labor  
Wage and Hour Division



DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.

OMB Control Number: 1235-0003  
Expires: 5/31/2018

**SECTION I: For Completion by the EMPLOYER**

**INSTRUCTIONS to the EMPLOYER:** The Family and Medical Leave Act (FMLA) provides that an employer may require an employee seeking FMLA protections because of a need for leave to care for a covered family member with a serious health condition to submit a medical certification issued by the health care provider of the covered family member. Please complete Section I before giving this form to your employee. Your response is voluntary. While you are not required to use this form, you may not ask the employee to provide more information than allowed under the FMLA regulations, 29 C.F.R. §§ 825.306-825.308. Employers must generally maintain records and documents relating to medical certifications, recertifications, or medical histories of employees' family members, created for FMLA purposes as confidential medical records in separate files/records from the usual personnel files and in accordance with 29 C.F.R. § 1630.14(c)(1), if the Americans with Disabilities Act applies, and in accordance with 29 C.F.R. § 1635.9, if the Genetic Information Nondiscrimination Act applies.

Employer name and contact: \_\_\_\_\_

**SECTION II: For Completion by the EMPLOYEE**

**INSTRUCTIONS to the EMPLOYEE:** Please complete Section II before giving this form to your family member or his/her medical provider. The FMLA permits an employer to require that you submit a timely, complete, and sufficient medical certification to support a request for FMLA leave to care for a covered family member with a serious health condition. If requested by your employer, your response is required to obtain or retain the benefit of FMLA protections. 29 U.S.C. §§ 2613, 2614(c)(3). Failure to provide a complete and sufficient medical certification may result in a denial of your FMLA request. 29 C.F.R. § 825.313. Your employer must give you at least 15 calendar days to return this form to your employer. 29 C.F.R. § 825.305.

Your name: \_\_\_\_\_  
First Middle Last

Name of family member for whom you will provide care: \_\_\_\_\_  
First Middle Last

Relationship of family member to you: \_\_\_\_\_

If family member is your son or daughter, date of birth: \_\_\_\_\_

Describe care you will provide to your family member and estimate leave needed to provide care:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION III: For Completion by the HEALTH CARE PROVIDER**

**INSTRUCTIONS to the HEALTH CARE PROVIDER:** The employee listed above has requested leave under the FMLA to care for your patient. Answer, fully and completely, all applicable parts below. Several questions seek a response as to the frequency or duration of a condition, treatment, etc. Your answer should be your best estimate based upon your medical knowledge, experience, and examination of the patient. Be as specific as you can; terms such as "lifetime," "unknown," or "indeterminate" may not be sufficient to determine FMLA coverage. Limit your responses to the condition for which the patient needs leave. Do not provide information about genetic tests, as defined in 29 C.F.R. § 1635.3(f), or genetic services, as defined in 29 C.F.R. § 1635.3(e). Page 3 provides space for additional information, should you need it. Please be sure to sign the form on the last page.

Provider's name and business address: \_\_\_\_\_

Type of practice / Medical specialty: \_\_\_\_\_

Telephone: ( \_\_\_\_\_ ) \_\_\_\_\_ Fax: ( \_\_\_\_\_ ) \_\_\_\_\_

**PART A: MEDICAL FACTS**

1. Approximate date condition commenced: \_\_\_\_\_

Probable duration of condition: \_\_\_\_\_

Was the patient admitted for an overnight stay in a hospital, hospice, or residential medical care facility?  
 No  Yes. If so, dates of admission: \_\_\_\_\_

Date(s) you treated the patient for condition: \_\_\_\_\_

Was medication, other than over-the-counter medication, prescribed?  No  Yes.

Will the patient need to have treatment visits at least twice per year due to the condition?  No  Yes

Was the patient referred to other health care provider(s) for evaluation or treatment (e.g., physical therapist)?  
 No  Yes. If so, state the nature of such treatments and expected duration of treatment:

\_\_\_\_\_  
\_\_\_\_\_

2. Is the medical condition pregnancy?  No  Yes. If so, expected delivery date: \_\_\_\_\_

3. Describe other relevant medical facts, if any, related to the condition for which the patient needs care (such medical facts may include symptoms, diagnosis, or any regimen of continuing treatment such as the use of specialized equipment):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

PART B: AMOUNT OF CARE NEEDED: When answering these questions, keep in mind that your patient's need for care by the employee seeking leave may include assistance with basic medical, hygienic, nutritional, safety or transportation needs, or the provision of physical or psychological care:

4. Will the patient be incapacitated for a single continuous period of time, including any time for treatment and recovery?  No  Yes.

Estimate the beginning and ending dates for the period of incapacity: \_\_\_\_\_

During this time, will the patient need care?  No  Yes.

Explain the care needed by the patient and why such care is medically necessary:

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5. Will the patient require follow-up treatments, including any time for recovery?  No  Yes.

Estimate treatment schedule, if any, including the dates of any scheduled appointments and the time required for each appointment, including any recovery period:

---

---

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

---

6. Will the patient require care on an intermittent or reduced schedule basis, including any time for recovery?  No  Yes.

Estimate the hours the patient needs care on an intermittent basis, if any:

\_\_\_\_\_ hour(s) per day; \_\_\_\_\_ days per week from \_\_\_\_\_ through \_\_\_\_\_

Explain the care needed by the patient, and why such care is medically necessary:

---

---

---

---



7. Will the condition cause episodic flare-ups periodically preventing the patient from participating in normal daily activities? \_\_\_No \_\_\_Yes.

Based upon the patient's medical history and your knowledge of the medical condition, estimate the frequency of flare-ups and the duration of related incapacity that the patient may have over the next 6 months (e.g., 1 episode every 3 months lasting 1-2 days):

Frequency: \_\_\_ times per \_\_\_ week(s) \_\_\_ month(s)

Duration: \_\_\_ hours or \_\_\_ day(s) per episode

Does the patient need care during these flare-ups? \_\_\_ No \_\_\_ Yes.

Explain the care needed by the patient, and why such care is medically necessary: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDITIONAL INFORMATION: IDENTIFY QUESTION NUMBER WITH YOUR ADDITIONAL ANSWER.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
**Signature of Health Care Provider**

\_\_\_\_\_  
**Date**

**PAPERWORK REDUCTION ACT NOTICE AND PUBLIC BURDEN STATEMENT**

If submitted, it is mandatory for employers to retain a copy of this disclosure in their records for three years. 29 U.S.C. § 2616; 29 C.F.R. § 825.500. Persons are not required to respond to this collection of information unless it displays a currently valid OMB control number. The Department of Labor estimates that it will take an average of 20 minutes for respondents to complete this collection of information, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. If you have any comments regarding this burden estimate or any other aspect of this collection information, including suggestions for reducing this burden, send them to the Administrator, Wage and Hour Division, U.S. Department of Labor, Room S-3502, 200 Constitution Ave., NW, Washington, DC 20210.

**DO NOT SEND COMPLETED FORM TO THE DEPARTMENT OF LABOR; RETURN TO THE PATIENT.**

# PHYSICIAN'S CERTIFICATION FORM

FOR:

EMPLOYEE OF COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 15

Name of Physician: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

1. Please detail the nature and status of your diagnosis of the employee as it relates to the employee's job as a teacher.
  
  
  
  
  
  
  
  
  
  
2. If the employee requires absence from work, please indicate the expected date of ability to return to work.
  
  
  
  
  
  
  
  
  
  
3. Please indicate the impact of your diagnosis/medical condition, if any, on the employee's performance of his/her job duties:
  - a. while absent from work
  
  
  
  
  
  
  
  - b. upon return to employment
  
  
  
  
  
  
  
  
  
  
4. In your professional opinion, is the employee currently able to perform all the essential functions of the position of a teacher (see attached job description).

5. If, in your opinion, the employee is currently unable to perform any one or more of the essential functions of the above position, or may pose a direct threat to health or safety to him/herself, students or co-workers, please indicate below any accommodations of which you are aware that could be made by the District to enable the employee to perform those functions.
  
6. Please provide an assessment of the degree to which corrective or mitigating measures (including prescribed medication to treat the medical condition), if any, may be used in order to reduce the limitations associated with the employee's diagnosis/medical condition and/or describe the effect such measures may have on the employee's ability to perform his/her job duties.
  
7. Would the performance of the essential functions of the position of teacher by the employee create a significant risk of substantial harm to the health or safety of the employees, students, or co-workers? Please base your response upon the most current medical knowledge and/or the best available objective evidence about this employee. Your evaluation of any future risk must be supported by valid medical analyses indicating a high probability of substantial harm if this individual performed the particular functions of the position in question. If it is your opinion that such a risk exists, please detail the specific nature and extent of the harm.

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Signature of Physician

---

Date

**EMPLOYEE'S MEDICAL CERTIFICATION FORM  
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 15**

**Employee:**

1. Please provide the name, address, and telephone number of each of your treating physicians, including psychiatrists.
  
  
  
  
  
  
  
  
  
  
2. Please explain the nature and status of your medical diagnosis as it relates to your job as a teacher.
  
  
  
  
  
  
  
  
  
  
3. Please indicate your expected date of ability to return to work and the impact of your medical condition, if any, on the performance of your job duties.
  
  
  
  
  
  
  
  
  
  
4. In your opinion, are you currently able to perform all the essential functions of the position of teacher (consider attached job description and materials pertaining to the functions of this position and any other expected duties in your experience):

5. If, in your opinion, you are currently unable to perform any one or more of the essential functions of the above positions, please indicate below any accommodations of which you are aware that could be made by the District to enable you to perform those functions.
6. Please provide an assessment of the degree to which corrective or mitigating measures (including prescribed medication to treat your medical condition), if any, may be used to reduce the limitations associated with your diagnosis/medical condition and/or describe the effect such measures may have on your ability to perform your job duties.

\_\_\_\_\_  
Name of Employee

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

## RELEASE OF MEDICAL RECORDS AND INFORMATION

By signing below, I authorize my employer, Community Consolidated School District No. 15, to contact my physician, \_\_\_\_\_ (physician's name) to obtain information regarding my medical condition and its impact on my ability to perform my job responsibilities. I further authorize \_\_\_\_\_ (physician's name) to provide verbal and written information, including medical records, to Community Consolidated School District No. 15 regarding my medical condition. I understand that this release constitutes a waiver of my rights to confidentiality to the extent stated above, pursuant to the *Medical Patient Rights Act*, 410 ILCS 50/3(d).

\_\_\_\_\_  
Employee Name (please print)

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

