

AGREEMENT BETWEEN
EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION
(ESPA)

and the

BOARD OF EDUCATION

OF

COMMUNITY CONSOLIDATED
SCHOOL DISTRICT 15

PALATINE, ILLINOIS

2008-2013

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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 District 15. To achieve this goal, the Association and the Board have agreed upon this formalized method of communication.

Article 2. Recognition

In accordance with the IELRB's certification effective March 5, 2008, the Board of Education of Community Consolidated School District #15, Cook County, Illinois (hereinafter referred to as the "Board"), 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").

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, Clerical Assistants, Office Clerical Assistants, Resource Center Clerical Assistants, TPI Tutors, Class IV Secretaries in the Business Department, Crisis Interventionists, and Registered Nurses, 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.

Article 3. Association Matters

A. Board Information

1. Notification of Board Meetings. The ESPA President/Co-Presidents of the Association and/or the President's/Co-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 to be approved, at least twenty-four (24) hours prior to the scheduled time of the meeting.
2. Association Copies of Board Minutes. If the officially approved minutes differ in any way from the unofficial minutes, one (1) copy shall be mailed to or placed in the mailbox of the ESPA President/Co-Presidents of the Association.
3. Association Copies of Board Reports. The administration will make available to the Association, upon reasonable notice and request, the tentative budget, working budget, audit reports, and the quarterly budgetary fiscal reports as they become available.
4. Board Agenda. The Association may request matters be placed on the agenda of all regular Board meetings in accordance with Board policy.

B. Use of School Facilities

The Association shall have the right to use the district mail service, e-mail and internet service, mailboxes, and bulletin boards for the following purposes: 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.

C. Dues Deduction

Any employee who is a member of the Association may sign and deliver to the Business Office an assignment authorizing the deduction of membership dues. Such authorization shall include a waiver of all rights and claim 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 authorization shall continue in effect from year to year unless rescinded in writing by the employee prior to September 29 of any given school year. The authorization shall become effective by the first pay period of the following month and shall be equally deducted over the remaining pay periods and remitted to the Association within ten (10) working days following each pay period.

D. Names and Addresses of New Employees

Names, addresses, positions and job locations of newly hired employees shall be provided to the Association monthly on the last regular workday of the month.

E. Negotiations

Negotiations will begin at least ninety (90) days prior to the expiration of this contract. The impasse procedures of the Illinois Educational Labor Relations Act will prevail and the parties agree to jointly request the services of the Federal Mediation and Conciliation Service when the mediation process is invoked.

F. Communications Council

Representatives from the bargaining unit and the administration will meet on a monthly basis to discuss issues that affect employees in the unit.

G. Association Leave

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 District 15. The Board agrees to grant the ESPA President one hour of daily release time. The ESPA agrees to share 50% of the cost of one hour of presidential release time, with the shared cost based upon the starting step of the program assistant hourly rate of pay. Prior to the beginning of the school year, the Superintendent and the President of ESPA shall mutually agree to the release schedule. At the President's or Superintendent's request, the amount of release time may be reviewed during the school year.

H. Fair Share

1. Fair Share

It is recognized that the negotiation and administration of this Agreement results in expenses, which are appropriately shared by all bargaining unit members. To this end, if a bargaining unit member does not join the Association within 30 days of commencement

of his/her duties, or the effective date of this Agreement, whichever is later, such bargaining unit member(s) will:

- a. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration.
- b. Pay directly to the Association a like sum.

2. Board Collection of Fees

In the event that the bargaining unit member does not execute an authorization or does not pay his/her fair share fee directly to the Association by thirty (30) days following the commencement of employment of the bargaining unit member or the effective date of this Agreement, whichever is later, the Board shall deduct the fair share fee in equal payments from the regular salary check of the bargaining unit member. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

3. Hold Harmless Provision

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

- a. The Board notifies the Association promptly in writing and permits the Association to intervene as a party if it so desires.
- b. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- c. The Association shall indemnify and hold harmless the Board, its members, officers, agents and bargaining unit members from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any of such provisions.
- d. It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of willful misconduct by the Board.

Article 4. Grievance Procedure

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.

Each grievance must list the names of the individual(s) directly affected, contain specific, relevant facts, identify the relief requested, and cite the alleged contract violation and a statement of the incident.

The parties acknowledge that it is most advantageous that an employee and his or her immediate supervisor resolve problems through free and informal communication. If, however, this process does not satisfy the employee or the Association, a grievance may be processed as follows:

SECTION A

1. 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.
2. It is agreed that no grievance shall be presented hereunder which occurred prior to the effective date of this Agreement.
3. A grievance may be withdrawn at any level without establishing precedent and shall be treated as if it were never filed.
4. The failure of the aggrieved to act within the time limits set forth will preclude further appeal of the grievance.
5. Time limits set forth in this procedure may be extended by mutual written agreement.
6. If a grievance is unresolved at the end of the school term, the time limits will be applied as if school were in session.
7. Re-employment or discharge of probationary employees is not a proper subject for grievances under the grievance procedure.

SECTION B

- 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) workdays after the completion of the conference, give his/her written decision. A copy of the decision shall be given to the Association.
- 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) workdays after the receipt of the principal's or supervising administrator's decision. Within ten (10) workdays 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) workdays following the conference, shall file the written decision and reasons therefore with the grievant and the Association representative.
- Step 3: Within ten (10) workdays after receiving the decision of the Superintendent, the Association may submit the grievance to arbitration.

Binding Arbitration:

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.

Selection Process:

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. Vacancies

A. Definition of Vacancies

A vacancy is a newly created position within the bargaining unit or a current position, which the Board desires to fill.

B. Posting of Vacancies

Vacancies shall be posted in a designated place in each building for five (5) workdays before public notice of the vacancy is given. The posting 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

The Board may fill any vacancy on a temporary basis. The definition of temporary is thirty (30) workdays. No vacancy shall be filled on a permanent basis until five (5) workdays following the expiration of the posting period. A copy of all postings that pertain to the bargaining unit will be sent to the ESPA President/Co-Presidents.

Article 6. Probationary Period

Employees new to the district should have a probationary period of 120 workdays. 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. 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. Personnel Records

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. Each employee shall have the right, upon reasonable advanced request, to review the contents of his/her official personnel file maintained at the administrative office. An employee shall have the right to representation at such review.

The employee shall have the right to attach dissenting material to any item in the file. An employee may obtain a copy of the information or part of the information contained in his or her personnel record.

The Board shall not divulge a disciplinary report letter of reprimand or other disciplinary action to a third party, to a party who is not a part of the Board's organization, or to a party who is not a part of the Association, without written notice.

Article 8. Disciplinary Action

No employee shall be disciplined or discharged without just cause. The Association shall be copied on all letters of discipline. Any written complaints or letters of discipline which address behavior which has jeopardized a safe school environment may remain in the bargaining unit member's file and may be used for discipline. However, upon a bargaining unit member's request, all other written complaints or letters of discipline will be expunged from the bargaining unit member'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 bargaining unit member 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 bargaining unit member's personnel file until three (3) years from the last date of discipline. Employees may elect to have an Association representative present during disciplinary conferences.

All non-exempt communications including evaluations by supervisors or administrators, commendations, and validated complaints directed toward the bargaining unit member which are included in his/her official personnel file shall be signed and dated by the bargaining unit member prior to being placed in the file. The bargaining unit member must sign the written material when shown; however, the signature does not indicate agreement. The bargaining unit member 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 bargaining unit member at the same time that the material is shown to the bargaining unit member, unless the material is exempt from disclosure.

Article 9. Seniority

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.

Seniority will be category-specific within each of the following categories:

- Bilingual program assistants
- Regular education program assistants
- Special Care program assistants

- Crisis Interventionists
- Registered Nurses
- Class 4—District Office Secretaries
- Class 4—Building Secretaries
- Class 1—Warehouse Clerical
- Class 2—Food Service Secretaries
- Class 3—District Office Secretaries
- Clericals

Seniority will transfer from any bargaining unit position to another bargaining unit position based upon certification and being highly qualified for those positions. A bargaining unit member will carry seniority within their category-specific position. Seniority is defined as the total length of continuous service in the district which an employee has in a position within the bargaining unit and is significant in determining reduction in force. There is no individual school or building seniority.

The definition of “full-time employee” is:

- If a full-time bargaining unit member was hired prior to October 14, 1992, his/her workday shall consist of no less than 4 hours/day.
- If a full-time bargaining unit member was hired between October 14, 1992, and July 1, 2003, his/her workday shall consist of no less than 5 hours/day.
- If a full-time bargaining unit member was hired after July 1, 2003, his/her workday shall consist of no less than 5.5 hours/day.
- The workday for full-time crisis interventionists shall consist of not less than 7.5 hours/day.

All seniority shall be 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, or 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.

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/Co-Presidents.

Article 10. Evaluation

All non-probationary employees shall be evaluated by April 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.

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.

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.

The current evaluation instrument will not be changed without prior negotiations with the Association.

Article 11. Job Descriptions

The Association shall have the option to periodically review job descriptions and to make recommendations for changes. 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.

Article 12. Reduction in Force and Transfers

If it is necessary for the Board of Education to reduce the number of ESP employees, this reduction shall be done according to Section 10-23.5 of the Illinois School Code (PA 85-647). Those employees with the shorter length of continuing service with the district within the respective category of position are to be dismissed first.

A. Recall Rights

The order in which the 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 recall procedure will be reviewed and mutually agreed to on an annual basis. Dismissed employees will be provided with information about the procedure prior to the end of the school year.

B. Transfer

All support personnel will be sent a letter in July of each year requesting them to notify the school 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. Failure to return the form by the deadline will result in those employees being placed in the involuntary transfer pool for placement at the beginning of the school year. Failure to respond by the first day of the school year will be considered a resignation from employment in the school district.

Generally, program assistants assigned to low incidence special education classrooms (autism program, AIME program, multiple needs classrooms, BD self-contained classrooms, etc.) transfer with the program if it is moved to another school.

A voluntary transfer occurs when an employee requests to move from one school or position to another within the school district.

An involuntary transfer occurs when an employee is displaced from his or her position in a building due to the reduction/elimination in the number of positions at that building in his or her job category.

Involuntary Transfer Procedures:

1. Written notice will be sent to each employee in the oversupply situation at a school (by job category) asking for volunteers to transfer to another school. Employees will have five business days from the date they receive the letter via certified mail to respond to the request for volunteers to transfer. If there are more volunteers than needed, those with the most seniority will be placed in the involuntary transfer pool. For example, if two individuals have to transfer out of a school and three people volunteer to transfer, the two with the highest seniority will be placed in the involuntary transfer pool.
2. If there are no volunteers, the least senior employee(s) at the school will be notified that they must participate in the involuntary transfer process.
3. Each employee in the transfer pool will be notified in writing by the Personnel Department of all vacancies available for selection. All vacancies will be posted to the district website. Each individual will choose positions from the vacancy list to which he or she would like to transfer. Individuals will have five business days from the date they receive the notice via certified mail to submit their selections in writing to the Personnel Office. Failure to meet the deadline or to submit the required number of selections will result in the automatic assignment of such employee by the Assistant Superintendent for Personnel and Human Services to any available position that remains after all others have been placed.
4. During the five business-day period, any employee in the transfer pool may request to meet with the principal of any school with a vacancy to obtain information about the position.
5. The Assistant Superintendent for Personnel and Human Services will prepare a master list of all employee selections for review by the principals. Support personnel will be assigned to positions based on individual selection and seniority. In the case of a tie between two or more employees, those individuals will meet with the Assistant Superintendent for Personnel and Human Services and the respective principals in order to mutually resolve those assignments.
6. The number of selections that support staff are asked to submit may change from year to year depending on the number of individuals in the transfer pool.
7. The ESPA President/Co-Presidents will be informed of the number of involuntary transfers necessary at each building prior to employee notices being sent.

Voluntary Transfer Procedures:

1. Once the involuntary transfer process is completed, a list of remaining vacancies will be distributed to each school for posting and identified on the District 15 website.

2. 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.
3. Any support staff employee who is denied a voluntary transfer may request an explanation of that denial from the Assistant Superintendent for Personnel and Human Services and the appropriate principal.

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

Article 13. Allocation of Program Assistants

With respect to the allocation of program assistants, the section of the collective bargaining agreement between the Board of Education and the Classroom Teachers' Council shall be used. See Appendix A-1. In the event that this allocation is changed by the Classroom Teachers' Council and the Board of Education, those changes would be applicable to the agreement.

Article 14. Duty Free Lunch and Breaks

Secretaries who work 7 1/2 or more hours per day shall be entitled to two 15-minute breaks per day with pay. Other full-time bargaining unit members as defined in Article 24 who work a full school day shall be entitled to two 15 minute breaks per day with pay. All other employees shall be entitled to one 15-minute break per day with pay.

Secretaries who work 7 1/2 hours or more per day shall be entitled to a one-hour duty free unpaid lunch. All other full-time bargaining unit members as defined in Article 24 shall have a 30 minute duty-free unpaid lunch. To ensure a duty-free lunch, bargaining unit members must leave their regular workstations during their lunch break.

Article 15. Mileage Reimbursement

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. Mileage to and from work at the beginning and the end of the school day is not eligible for reimbursement.

Article 16. Overtime

Employees who work beyond 40 hours per week at the direction of his/her immediate supervisor shall be entitled to receive pay for the hours worked over 40 in accordance with the Fair Labor Standards Act. When a bargaining unit member works more than his/her regularly scheduled hours but less than 40 hours per week, their regular hourly rate applies.

Article 17. Summer School

Current district employees shall be given first consideration when hiring support personnel for the extended school year.

Article 18. In-Service/Training/Mentoring

ESPA personnel will plan their in-service programs within the budget parameters defined by the Board and with the approval of the administration.

The first day of employment will consist of a paid ½ day of computer training at the building or department to which the bargaining unit member is employed (the buildings or departments will offer basic computer training to get the bargaining unit members set up with voicemail, email, and basic computer programs used in the building) along with a ½ day of paid training specific to his/her job assignment. 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 personnel department and/or a building level supervisor to review job expectations and benefits and receive a copy of the collective bargaining agreement.

The Board and ESPA recognize the basic purpose of training and in-service is successful job performance and the effective operation of the total school system. To meet that purpose, specific training will be designed and provided to meet the needs of each category of positions.

A needs assessment will be conducted for all bargaining unit member groups either at the end of a school year in planning for the following school year or at the beginning of a school year to address the planning of training and professional development for the school year. Training will be discussed and reviewed with the individual supervisors and with the ESPA Communication Council each year.

Additional training needs will be addressed by the ESPA Communication Council.

Article 19. Absence Due To Illness

Sick leave is granted annually to all full-time employees (as defined in Article 24 of the contract) according to the following schedule:

- Twelve month employees – 12 sick days per year
- Eleven month employees – 11 sick days per year
- Ten month and school term employees – 10 sick days per year

An employee working less than a full year as defined in Article 24 shall accrue sick leave on a pro-rated basis. An employee earns sick leave for the first month of employment if his/her start date is on or before the 15th day of the month.

The maximum amount of accumulated sick leave shall be unlimited.

“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, and legal guardians.

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.

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.

When an employee resigns or is terminated, he or she does not receive payment for accumulated sick days.

A full-time bargaining unit member (as defined in Article 24 of the contract) who has a catastrophic illness will be credited with 30 days of additional paid sick leave if he/she had 30 or more accumulated sick leave days at the beginning of that academic year. If an eligible employee had less than 30 days of sick leave at the beginning of that academic year, he/she will receive additional paid sick leave equal to 50% of his/her total accumulated sick days which existed at the beginning of that academic year. Upon return to service, any unused catastrophic illness days will be credited to the employee’s personal accumulated sick leave days.

Article 20. Personal Leave Days

Personal leave days or planned absences for all full-time employees (as defined in Article 24 of the contract) are intended to provide for legal business, professional, religious, and family obligations which staff members cannot meet outside the regular workday, and for funerals of close friends or relatives not covered by the bereavement days.

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.

All full-time bargaining unit members will receive three personal leave days per year.

An employee working less than a full year as defined in Article 24 shall accrue personal leave days on a pro-rated basis. An employee earns personal leave for the first month of employment if his/her start date is on or before the 15th day of the month.

Article 21. Bereavement Leave

An employee will be allowed up to four (4) days 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.

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, and legal guardians.

If the first day of the leave is on a Monday, one additional bereavement day will be allowed.

Article 22. Temporary Incapacity

Employees shall be entitled to an unpaid temporary incapacity leave due to the birth of a child. An employee may use accumulated sick leave during the period of incapacity followed by unpaid temporary incapacity leave with the understanding that she will return to work when released by her physician to return to work. An employee who expects to take temporary incapacity leave for the birth of a child shall notify the Personnel Office at the end of the fifth month of pregnancy of the expected due date. This leave shall run concurrently with any available FMLA leave.

Article 23. Vacation Days

Only 12-month secretaries qualify for vacation days. Vacation is earned based on the time period worked within the bargaining unit. All 12-month secretaries shall receive vacation days after completion of six months of continuous employment. On June 30, vacation for employees who have worked less than twelve months will be determined by multiplying .834 times the number of months worked prior to June 30. 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. Exceptions to carryover a maximum of five days may be made by the immediate supervisor and documented in the Personnel Office as long as these days are used no later than October 1 of that next school year.

Vacation days shall be granted as follows:

Years 2-4	10 days per year
Years 5-9	15 days per year
10 years or more	20 days per year

If a bargaining unit employee becomes a twelve-month secretary, he or she will receive .5 credit of a year for each year of full-time service to determine vacation days.

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.

Article 24. Workday, Calendar, and Qualification for Insurance Benefits

Starting and ending times may vary on either a daily or weekly basis. Unless specified below, hours per day may vary for other bargaining unit job categories, but cannot exceed the approved amount without administrative authorization.

The definition of “full time employee” is:

- If a full-time bargaining unit member was hired prior to October 14, 1992, his/her workday shall consist of no less than 4 hours/day to be eligible for full benefits.
- If a full-time bargaining unit member was hired between October 14, 1992, and July 1, 2003, his/her workday shall consist of not less than 5 hours/day to be eligible for full benefits.
- If a full-time bargaining unit member was hired after July 1, 2003, his/her workday shall consist of not less than 5.5 hours/day to be eligible for full benefits.

The workday for full-time crisis interventionists shall consist of not less than 7.5 hours/day.

The following are the maximum approved hours per day for various job classifications that may be worked without administrative authorization:

- The workday for secretaries shall not exceed 7.5 hours/day.
- The workday for secretaries in Transportation shall not exceed 8.0 hours/day.
- The workday for registered nurses shall not exceed 6.5 hours/day and shall consist of 15 minutes prior to the start of the school day and 15 minutes after the end of the school day.

****Lunch is unpaid; therefore it is not included in the workday hour calculation.

Full benefits for the above shall include IMRF, Sick Days, Personal Days, Vacation Days (12-month), Holiday, and Insurance Benefits. Any employee working less than 3.5 hours per day DOES NOT receive any benefits.

The number of paid days will vary depending on job classification applied for and received, the number of paid holidays, and the amount of vacation to which an employee is entitled. The regular yearly calendar is as follows for each category.

1. 12-month Secretaries and 12-month Building Secretaries—260 paid workdays, unless additional paid hours are requested by the administration.
2. 11-month Secretaries—227 paid workdays, unless additional paid hours are requested by the administration. These secretaries will be eliminated through attrition or offered a 12-month position.
3. 10-month Building Secretaries - 215 paid workdays, unless additional paid hours are requested by the administration. These secretaries will be eliminated through attrition or offered a 12-month position.
4. 10-month Secretaries—208 paid work days, unless additional paid hours are requested by the administration. These secretaries will be eliminated through attrition or offered a 12-month position.
5. 10-month Secretaries for School Nutrition Services—190 paid workdays, 6.5 hours per day.
6. Office Clerical Assistants—Paid workdays equal to the school year for students, plus eleven additional days which include one walk-in registration day, unless additional paid days are requested by the administration.
7. Warehouse Clerical Assistant—260 paid workdays unless additional paid hours are requested by the administration.
8. Program Assistants and Classroom Clerical Assistants—Paid workdays equal to school year for students, unless additional paid hours are requested by the administration. The Classroom Clerical Assistants will be eliminated through attrition or offered a 12-month position.

9. TPI Tutors and Crisis Interventionists—Paid workdays equal to school year for students, plus one day, unless additional paid days are requested by the administration. TPI Tutors will be eliminated through attrition.
10. Registered Nurses—Paid workdays equal to school year for students, plus two August in-service days prior to the first day of school, five days of choice in August to setup office, organize charts, physicals, etc. and two in-service days for CPR re-certifications. Additional paid days may be requested by the administration.

If approved by the school Principal, bargaining unit members who do not normally work on training days or teacher institute days may attend training on such days and be paid at their hourly rate of pay.

Reassignment of existing secretaries from 10-month to 12-month status for 12-month principals will be on a voluntary basis. Vacant secretarial positions for 12-month principals will be posted and filled with 12-month secretaries. Prior to the posting of such a vacancy, the Superintendent or designee will discuss the change with the ESPA President/Co-Presidents.

Class II and Class III secretaries will be phased out through attrition. Current Class II and Class III secretaries will have to determine if they will move to a 260 day work year and therefore, receive the Class IV pay. If a Class II or a Class III secretary chooses to remain at less than 260 work days, then they will continue with their class of pay. Class IV secretaries will all be moved to 260 day work years also through attrition.

Article 25. Holidays

All secretaries shall be entitled to all paid legal holidays which fall within the school year and are observed by the school district in accordance with the school calendar. In addition, 12-month employees shall be entitled to Fourth of July. All other full-time bargaining unit members shall be entitled to nine paid holidays as follows:

Labor Day	Christmas
Columbus Day	New Year's Day
Thanksgiving	Presidents' Day
Day after Thanksgiving	Martin Luther King Jr.'s Birthday
	Memorial Day

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 or she has received prior approval for personal or vacation days. If an employee is sick on the day before or after a holiday, he or she may be required to furnish the employer with a doctor's statement in order to receive holiday pay.

In the event that the District diminishes the number of holidays for the ESPA employees, the District will bargain the impact of such a diminishment.

Article 26. Absence without Pay

An employee may be granted a reasonable amount of absence without pay not to exceed two months with the approval of the supervising administrator and the Assistant Superintendent for

Personnel and Human Services. Any requests for absence without pay will be considered on an individual basis. All requests must be submitted in writing prior to the intended date.

Article 27. Jury Duty

A bargaining unit member shall be excused at full pay for the purpose of fulfilling a summons for jury duty. Additionally, a bargaining unit member who, as a result of his/her employment in the District and is required to provide a statement before the Illinois Department of Children and Family Services or in a related judicial or administrative matter, shall also receive full pay.

Article 28. 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, bargaining unit members 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.

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.

Article 29. Emergency and Snow Days

If school is officially closed because of an emergency situation or snow days and a secretary is unable to report to work, he or she will be entitled to take a vacation day or a personal leave day with the approval of his or her immediate supervisor. In addition, secretaries who work less than 12 months will be entitled to take a make-up day at the end of the school year with the approval of his or her immediate supervisor.

Article 30. Substitute Duties

If an employee holds a valid Illinois teaching or substitute certificate and is requested to perform duties as a substitute teacher, it shall be strictly voluntary and the employee shall be compensated at the substitute rate of pay or his/her regular rate of pay whichever is higher.

Any bargaining unit member 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.

Article 31. Consideration for Teaching Position

Bargaining unit members who request to be considered for vacant teaching position(s) which become available during the school term or summer months shall have their files reviewed by the employer and granted an interview if deemed appropriate by the employer.

Article 32. Duty Related Injury

No employee shall suffer any loss of wages or sick/personal days if injured on the job as a direct result of working within the scope of his/her employment with a student or students as part of assigned duties. 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.

Article 33. Hazardous and Unsafe Conditions

1. Bargaining unit members shall bring to the immediate attention of the principal 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 bargaining unit members 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 ESPA's written request, the Board 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 principals or their designee shall inform the involved bargaining unit members as soon as reasonably possible when such bargaining unit members are potentially exposed to chronic communicable diseases as defined by the Center for Disease Control, if known. The bargaining unit member shall also be provided information regarding prevention and protection from such diseases. No information shall be released in violation of privacy laws.

Article 34. Attacks on Bargaining Unit Members

The District shall comply with Section 10-21.7 of the School Code. Upon receipt of a written complaint from a Teacher, the Superintendent shall report all incidents of battery committed against Teachers 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.

Article 35. Damage to Personal Property

The District shall reimburse a bargaining unit member for the cost of replacing or repairing his/her eye glasses and/or hearing aid if such 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.

Article 36. Professional Development

Bargaining unit members may submit requests to take professional development activities to the Personnel Department. These requests will be reviewed at the ESPA Communication Council monthly meetings. The Personnel Department has funds budgeted for support staff professional development. The Council will determine if the request should be approved based upon available funds, alignment with job description, and other appropriate considerations.

When it is possible, the District will look into serving as a Provider of professional development.

Article 37. Credit for Previous Experience

The Board may grant up to eight years credit on the salary schedule for new hires for comparable full-time experience.

Article 38. Compensation and Benefits

A. Salary

At the onset of the first year of the contract, all bargaining unit members will be placed on a single job specific salary schedule.

Initial step placement on the appropriate job specific salary schedule for existing bargaining unit members will not be determined by years of creditable service in the District, but by step proximity to actual wages earned during the 2007-2008 school year (as determined during the Spring 2008 negotiations).

Bargaining unit members newly hired for the 2008-2009 school year and every year thereafter will receive initial step placement on the appropriate salary schedule in accordance with Article 37 of the contract.

ESPA will be notified of salary schedule placement and building assignments for all new bargaining unit members within five calendar days of the initial date of hire.

- Year 1 (2008-09) Base will increase by 1.4%
- Year 2 (2009-10) Base increase will be determined by CPI minus 1.85%
- Year 3 (2010-11) Base increase will be determined by CPI minus 1.85%
- Year 4 (2011-12) Base increase will be determined by CPI minus 1.85%
- Year 5 (2012-13) Base increase will be determined by CPI minus 1.85%

The yearly base increase or base decrease caused by fluctuations in CPI will be no less than 1.15% and no greater than 2.65%. CPI will be the indicator as agreed by tax cap legislation; should the tax cap legislation be amended during the term of this agreement the parties retain the right to reopen negotiations for the limited purpose of discussing yearly base increases or base decreases. A copy of the following school year salary schedule will be published for bargaining unit members by May 1 of each year.

The first year of the contract all bargaining unit members will receive step increases which vary slightly but will average 1.85%. Years two through five of the contract, all bargaining unit members will receive guaranteed year step movement of 1.85%.

A pay differential of \$1.00 per hour will be added to regular pay for those program assistants who have duties that require them to provide “personal care” to students that includes performing one or more of the following duties at least three times per week: catheterization, diapering/toileting, tube feeding, oral feeding, oxygen monitoring, body repositioning/turning/lifting, and those program assistants who are required by the principal to have restraint training in order to perform their job. Individuals who are eligible to receive this pay differential will be authorized annually by the building principals.

A pay differential of \$0.75 an hour will be added to regular pay for those nurses who have a Bachelor of Science degree in Nursing (BSN). A pay differential of \$1.00/hour will be added to regular pay for those nurses who have duties in a school where fifty or more medical case studies were completed the prior year. Each school nurse will annually have her medical case study numbers reviewed to determine eligibility for this differential.

Crisis interventionists will receive a salary equal to 75% of the Step 0 step of the current bachelor's degree lane in the CTC contract and receive step movement on the current bachelor's degree lane of the CTC contract for subsequent years of experience within the District.

If a crisis interventionist works more days than contractually required (as defined in Article 24 of the contract), or if a crisis interventionist works more than 7.5 hours in a given day (as defined in Article 24 of the contract), that individual will receive additional daily or hourly pay for additional time worked.

Additional daily or hourly wages are individually determined at the start of every school year. The value of an individual's daily rate of pay is determined by dividing the employee's yearly salary by the minimum number of contractually required paid work days (per Article 24 of the contract.) The value of an individual's hourly wage is determined by dividing the value of the daily rate of pay (described in prior sentence) by 7.5 (which is the minimum number of work hours required per day per Article 24 of the contract.)

B. Pay Periods

All bargaining unit members shall be paid 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 15th of each school year. All bargaining unit members will be paid in 24 pays with insurance premiums being taken out of 18 checks/pays. For insurance purposes, the deductions will begin the second pay in September and end after the first pay in June. Therefore, there will be six summer pays without insurance deductions.

C. No Reduction in Salary

The employer agrees not to lower the rate of pay for those bargaining unit members who, during the school year, are reassigned to other duties which would otherwise lower their hourly rate. This guarantee shall cover only the school year in which the action takes place.

D. Breakfast/Noon Hour Supervision Pay

The District agrees to compensate bargaining unit employees at their regular rate of pay for breakfast/noon hour supervision. There are ten program assistants whose noon hour supervision rate of pay is higher than their regular rate of pay—this group will continue to receive their rate of noon hour pay with a CPI raise on only that noon hour supervision rate every year.

Pay for breakfast/noon hour supervision will be for actual hours worked. Employees are eligible for breakfast/noon hour supervision pay on sick days, personal days, and paid holidays.

E. Insurance Benefits

Health insurance-employees hired after July 1, 2003 will be required to work a minimum of 5.5 hours per day, five days per week to qualify for any insurance benefits. Employees hired between October 14, 1992 and July 1, 2003 must work a minimum of five (5) hours per day, five (5) days per week in order to qualify for health and dental insurance coverage. Employees hired prior to October 14, 1992 must work a minimum of 20 hours per week to receive health and dental insurance benefits. For the purposes of determining the number of hours needed to qualify for insurance benefits, noon hour, playground, and breakfast duty supervision will be included in the program assistant/clerical assistant hours worked per day.

Employees who receive insurance benefits based on a minimum number of hours worked will not lose those insurance benefits provided their hours of work do not drop below the threshold established for them at the time of hire. For example, those employees hired under the 20-hours-per-week rule will receive insurance benefits as long as their work hours are 20 or more per week. When an employee terminates employment with the school district and is subsequently rehired, he or she will be required to work the minimum number of hours needed to qualify for insurance benefits as of the new hire date.

Benefits for ESPA will be the same as for all other employee groups in the school district including any increases in premiums, deductibles or co-payments that are the result of negotiations with teachers.

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.

Employees who meet the minimum number of hours to qualify for health benefits will receive \$50,000 of term life insurance. Secretaries will also receive long term disability insurance.

F. Medical and Dental Benefit Plan (PPO)

The current district-funded hospital and major medical plan shall be a comprehensive medical plan containing the major elements outlined in the Health Care and Dental Benefit Booklets. The detailed coverage and benefits are contained in the master plan document which is on file in the Personnel Department of the school district and the Association office. The Board will pay an amount equivalent to the premium cost for single coverage for an employee who elects to enroll for single coverage. Employees who elect to take family coverage shall pay a contribution for dependent coverage according to the following:

- 50% of the cost of dependent premium

A married couple employed by the district will receive credit toward dependent health insurance coverage equal to two single premiums.

1. Deductibles—for PPO will be as follows:

	<u>Annual Salary</u>	<u>Individual</u>	<u>Family</u>
Class 1	\$0 to \$29,999	\$350	\$700
Class 2	\$30,000 & up	\$500	\$1,000

2. Prescription—the Board shall pay 100% of the cost after the following deductibles:

\$15 copay generic*
\$25 copay formulary*
\$40 copay non-formulary*

*Thirty four (34) day supply over the counter

*Ninety (90) day supply mail order

If a generic is available and a brand name is dispensed, the employee will pay the difference between the brand name and the generic plus the brand name deductible; the only exception will be when the generic has an adverse effect on the employee's health as certified by a physician.

3. Wellness Program—well baby care for dependent children will be provided as follows:

\$700 per child per year from birth to under age 3

\$350 per child per year from age 3 to under age 7

4. Vision Care Insurance—The Board will provide vision care insurance for employees only.
5. Long Term Care—Employees will be allowed to purchase, at their own expense, a long-term care insurance policy that is designed by the insurance committee.

G. Health Maintenance Organization (HMO)

Single Coverage

The Board will pay an amount equivalent to its premium cost for single coverage for an employee who elects to enroll for single coverage in an approved health maintenance organization in lieu of the district's medical benefit plan.

Family Coverage

The Board will pay the same amount toward HMO family coverage that it currently pays for the self-funded premium (PPO).

The approved health maintenance organization is HMO Illinois.

H. Enrollment Period

Employees will be permitted to choose between the district health insurance program or the HMO program between May 1 and May 30 of each year. The effective date for changes in coverage shall be July.

I. Dental Benefit Plan

The Board agrees to pay for each employee the entire monthly premium for single coverage dental insurance during the life of this Agreement. The Board agrees to pay 50% of the family premium.

If an employee's spouse is also an employee in the district and together they choose one (1) family plan, the Board will contribute twice (2 times) the monthly single premium toward the monthly family premium.

J. Insurance for Retirees

A vested IMRF employee who retires in District 15 shall be entitled to participate in the medical and dental insurance programs by paying the monthly premium at the group rate.

K. Flexible Benefit Program

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 30 days from the beginning date of employment or during the annual open enrollment period.

The flexible benefit plan shall include Medical Care Spending Account and Dependent Care Spending Account. Participation in either or both plans shall be voluntary. The details of the plan will be jointly determined by the CTC and the Board.

L. 403(b)

All employees may participate in a 403(b) program. The employer will inform all employees of which companies have been approved and what programs are available.

M. Retirement Incentive

Employees who have 12 consecutive years of full-time employment in the school district and who are eligible for retirement through the Illinois Municipal Retirement Fund (IMRF) can receive a district retirement incentive equal to \$3,000 per year for three years. The notification deadline for participating in the retirement incentive program is February 1st of each year. The incentive will be added to the final four months salary for the employee up to the maximum limitation permitted by IMRF. Any remaining incentive will be paid out monthly during the first year following retirement. The number of employees who can participate in a single year in the retirement incentive program is limited to 10 with the final year of participation being the final year of the collective bargaining agreement. If there are fewer participants than the limit permits, the remainder will be carried over to the following school year. In the case of seniority ties, all employees will be permitted to participate in the retirement incentive plan after the expiration date of the agreement. Eligibility for participation will be based on seniority.

The continuation of the retirement incentive program will sunset at the expiration of this contract and will not continue into a successor contract.

The Board of Education will discuss the feasibility of offering the 5+5 IMRF early retirement incentive at the earliest date permitted based on repayment of prior offerings. Employees cannot participate in the district in the district retirement incentive program if they elect to participate in an IMRF retirement program that requires the school district to pay all or part of the incentive.

Article 39. Administration of Building

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

Article 40. 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 41. No Strike Clause

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

Article 42. 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 43. 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 44. Term of Agreement

This Agreement shall be effective July 1, 2008 and shall continue in effect until June 30, 2013.

This Agreement is signed the 19th day of September, 2008.

In witness thereof:

For the Educational Support
Personnel Association:

For the Board of
Education School District 15:

Angie Drazkowski,
ESPA President

Gerald D. Chapman
Board of Education President

Amy Kunz
IEA-NEA UniServ Director

Daniel W. Lukich, Ph.D.
Superintendent of Schools

APPENDIX A-1

Class Size

The Board of Education should be cognizant of class size when it examines and approves the annual student assignment plan. The Association shall be given a copy of the plan prior to Board approval.

The following staffing guidelines will be used to determine each building’s allocation for clerical and program assistance:

Program /Clerical
Assistant Time

Elementary Staffing Guidelines:

Each class section of K-6 = 1 hour

Each class section of 30 or more students = 1 additional hour

Regular education classes with 32 or more students = 2 additional hours

Each multi-age classroom..... = 1 additional hour

Each 5 percentage points above the district average for mobility and low income as per the school report card from the previous year = 1 additional hour

Each section of bilingual = 3 additional hours

Each section of bilingual of 28 or more students = 1 additional hour

Each section of bilingual of 30 or more students = 2 additional hours

Junior High Staffing Guidelines:

Three sections of Core/Homeroom = 1 hour

Each Core/Homeroom section of 30 or more students = 1 additional hour

Each 5 percentage points above the district average for mobility and low income as per the school report card from the previous year = 1 additional hour

Each section of bilingual = 3 additional hours

Each section of bilingual of 28 or more students = 1 additional hour

Each section of bilingual of 30 or more students = 2 additional hours

Once the allocation is determined, ample time for staff discussion and input will be given before teachers and principal in each school jointly decide, by consensus, how many clerical and program assistants are to be employed and what their assignments will be with the understanding that all of the clerical and program assistants are to be used to support the instructional program.

After the above has been completed, the teachers who receive program/clerical assistant time shall determine what duties the program/clerical assistant will perform and what hours of the day are best suited to support the instructional program of those teachers.

The instructional program for the purpose of assigning program/clerical assistant time includes regular, bilingual, and special area teachers.

A building may request additional program/clerical assistant time when special circumstances occur.

APPENDIX B

Reduction-In-Force Procedure

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE EDUCATIONAL SUPPORT PERSONNEL
ASSOCIATION AND THE BOARD OF EDUCATION OF
COMMUNITY CONSOLIDATED SCHOOL DISTRICT NO. 15**

The purpose of this Memorandum is to set forth the understandings reached between the Board of Education of Community Consolidated School District No. 15 and the Educational Support Personnel Association (“ESPA”) concerning the decision and impact of Reductions in Force (“RIF’s”). The parties met on February 9, 2006 and discussed the procedures that will be followed for the 2005-2006 reductions-in-force. It was agreed that such procedures are consistent with the 2004-2005 RIF procedures, and shall be inserted in and replace the RIF procedures, and shall be inserted in and replace the RIF procedures outlined in Article 12 of the 2003-2008 Collective Bargaining Agreement (“the Agreement”), and other provisions as further noted below.

Therefore, the following agreements shall be effective for the 2005-2006 school year and all future years during the term of the 2003-2008 Agreement:

1. The First paragraph and Section A of Article 12 of the Agreement shall be replaced with the following:

“If it is necessary for the Board of Education to reduce the number of ESP employees, this reduction shall be done in accordance with Section 10-23.5 of the School Code. The Reduction-in-force procedures outlined in this Article are not applicable to part-time ESP’s.

A. Reduction-in-Force Procedures

Reduction in force shall be made on the basis of seniority accrued. Employees with the least seniority in the affected category of position shall be dismissed first, provided the more senior employees are qualified to hold the positions of the less senior employees. In determining an employee's qualification for purposes of reduction-in-force, the Board shall consider any statutory or regulatory employment pre-requisites and the specific skills required for the position as determined by the District in its policies, rules, regulations, or job descriptions.

B. Categories of Positions

Employees shall be ranked by their seniority within the following categories of positions:

1. Regular, Special Education and Bilingual Program Assistants
2. Program Assistants assigned to low incidence special education classrooms (autism program, AIME, MN classrooms, BD self-contained classrooms)
3. Secretaries
4. Clerical Assistants
5. Crisis Interventionists. An updated seniority list shall be prepared and available in the personnel office by February 1 of each year. One copy will be sent to the ESPA, President/Co-President.

The parties acknowledge that the agreements delineated above are modifications to past practice and the parties' Collective Bargaining Agreement. The parties agree that the procedures outlined in this Memorandum of Understand are to be inserted as part of the 2003-2008 Collective Bargaining Agreement between the Association and the Board of Education and are subject to the Grievance Procedure contained therein.

Reviewed and agreed to this 13th day of December 2006, as a complete statement of our understanding between the parties with respect to this mutual agreement.

**For the Educational Support
Personnel Association**

For the Board of Education

**ESPA President
Angie Drazkowski**

**Board of Education President
Gerald D. Chapman**

Date _____

Date _____

APPENDIX C

ESPA HOURLY RATE OF PAY 2008-09

Clerical Assistants	
Step	Hourly 2008-09
CA 00	10.44
CA 01	10.63
CA 02	10.83
CA 03	11.03
CA 04	11.24
CA 05	11.44
CA 06	11.66
CA 07	11.87
CA 08	12.09
CA 09	12.31
CA 10	12.54
CA 11	12.77
CA 12	13.01
CA 13	13.25
CA 14	13.50
CA 15	13.75
CA 16	14.00
CA 17	14.26
CA 18	14.52
CA 19	14.79
CA 20	15.06
CA 21	15.34
CA 22	15.63
CA 23	15.92
CA 24	16.21
CA 25	16.51
CA 26	16.82
CA 27	17.13
CA 28	17.44

Crisis Interventionists	
Step	Contract 2008-09
CI 0	30,122
CI 1	31,383
CI 2	32,645
CI 3	33,910
CI 4	35,170
CI 5	36,477
CI 6	38,046
CI 7	39,611
CI 8	41,180
CI 9	42,745
CI 10	44,396
CI 11	46,223
CI 12	48,053
CI 13	49,881
CI 14	51,710
CI 15	51,710
CI 16	51,710
CI 17	51,710
CI 18	51,710
CI 19	51,710
CI 20	55,416

Program Assistants	
Step	Hourly 2008-09
PA 00	10.62
PA 01	10.82
PA 02	11.02
PA 03	11.22
PA 04	11.43
PA 05	11.64
PA 06	11.86
PA 07	12.08
PA 08	12.30
PA 09	12.53
PA 10	12.76
PA 11	13.00
PA 12	13.24
PA 13	13.48
PA 14	13.73
PA 15	13.99
PA 16	14.24
PA 17	14.51
PA 18	14.78
PA 19	15.05
PA 20	15.33
PA 21	15.61
PA 22	15.90
PA 23	16.19
PA 24	16.49
PA 25	16.80
PA 26	17.11
PA 27	17.43
PA 28	17.75
PA 29	18.08
PA 30	18.41
PA 31	18.75
PA 32	19.10
PA 33	19.45
PA 34	19.81
PA 35	20.18
PA 36	20.55
PA 37	20.93
PA 38	21.32

Registered Nurses	
Step	Hourly 2008-09
RN 00	22.46
RN 01	22.88
RN 02	23.30
RN 03	23.73
RN 04	24.17
RN 05	24.62
RN 06	25.08
RN 07	25.54
RN 08	26.01
RN 09	26.49
RN 10	26.98
RN 11	27.48
RN 12	27.99
RN 13	28.51
RN 14	29.04
RN 15	29.57
RN 16	30.12
RN 17	30.68
RN 18	31.24
RN 19	31.82

Secretaries	
Step	Hourly 2008-09
SEC 00	17.29
SEC 01	17.61
SEC 02	17.94
SEC 03	18.27
SEC 04	18.61
SEC 05	18.95
SEC 06	19.30
SEC 07	19.66
SEC 08	20.03
SEC 09	20.40
SEC 10	20.77
SEC 11	21.16
SEC 12	21.55
SEC 13	21.95
SEC 14	22.35
SEC 15	22.77
SEC 16	23.19
SEC 17	23.62
SEC 18	24.05
SEC 19	24.50
SEC 20	24.95
SEC 21	25.41
SEC 22	25.88
SEC 23	26.36
SEC 24	26.85
SEC 25	27.35
SEC 26	27.85
SEC 27	28.37
SEC 28	28.89
SEC 29	29.43
SEC 30	29.97

TPI Tutors	
	Hourly 2008-09
	16.23
	17.92
	23.33