

FINAL OFFICIAL COPY

CONTRACTUAL AGREEMENT

between the

SCHOOL DISTRICT 47 BOARD OF EDUCATION

And the

**CRYSTAL LAKE ASSOCIATION OF
SUPPORT STAFF IEA-NEA**

2022-2023 through 2025-2026



THIS AGREEMENT is made and entered into in accordance with the
Illinois Educational Labor Relations Act
by and between
School District 47 Board of Education (Hereinafter referred
to as the BOARD) and the
Crystal Lake Association Support Staff IEA- NEA
(Hereinafter referred to as "CLASS.")

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ARTICLE I – RECOGNITION

The Illinois Educational Labor Relations Board recognizes the Crystal Lake Association of Support Staff, an affiliate of the Illinois Education Association and the National Education Association, as the sole negotiation agent for all full-time paraprofessional employees and all regular part-time paraprofessional employees who regularly are scheduled to work for Crystal Lake School District 47, including: one-on-one aides, one-on-one aides who handle bodily fluids, program aides, program aides who handle bodily fluids, classroom aides, English Language Learner aides, English as a Second Language aides, Dual Language aides, Library Media Center aides, Special Education aides, Technology aides and Reading aides.

Excluded: All other employees of Crystal Lake School District 47, including certified personnel, managerial, supervisory and confidential employees as defined by the Illinois Educational Labor Relations Act.

New bargaining unit positions: Should the Illinois Educational Labor Relations Board certify the addition of other bargaining unit positions into the Crystal Lake Association of Support Staff, the provisions of this Agreement shall not automatically apply to those newly certified positions. Instead, the Parties will have to meet and bargain in good faith over the wages, terms and conditions that shall apply to the newly certified positions.

ARTICLE II – DEFINITIONS

Section 1 - CLASS

The term “CLASS” as used in this Agreement will refer to the Crystal Lake Association of Support Staff.

Section 2 - BOARD

The term “BOARD” as used in this Agreement will refer to the Board of Education, Crystal Lake Community Consolidated School District 47.

Section 3 - PARAPROFESSIONAL

The term “employee” as used in this Agreement will include any individual employed in a Paraprofessional position listed in the bargaining unit described in ARTICLE I.

Section 4 – GRIEVANCE

The term “GRIEVANCE” as used in this Agreement will refer to any claim by CLASS or any employee that there has been an alleged violation, misrepresentation, or misapplication of this Agreement or any established policy or practice of the BOARD.

Section 5 - DAY(S)

The term “DAY(S)” will mean day(s) during which employees are required by contract to render service except during the summer recess when it will mean day(s) in which the District Central Office will be open, unless specifically stated otherwise.

Section 6 - FULL-TIME

The term “FULL-TIME” as used in this Agreement will refer to any employee who is employed thirty (30) hours per week and is IMRF eligible (600 hours annually).

Section 7 – LICENSURE

The term licensure as used in this agreement will refer to the license a PARAPROFESSIONAL must hold license as defined by the Illinois State Board of Education.

Section 8 - SPECIAL EDUCATION PROGRAM

The term “SPECIAL EDUCATION PROGRAM” as used in this Agreement will refer to an assignment in which the students are either educated in a self-contained classroom in which primary instruction is delivered by a special education (LBS1) certified teacher, or students receive instruction supplementary to the general education curriculum.

ARTICLE III - ORGANIZATIONAL STRUCTURE

Section 1 - ATTAINING OBJECTIVES

Attainment of educational objectives of the District requires mutual understanding and cooperation between the BOARD, the Administrative and Supervisory staff, and other licensed employees. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberation leading to the determinations of matters defined as negotiable in Article III, Section 3 of this Agreement.

Section 2 – EMPLOYEES

It is recognized that employees play an increasingly critical role in improving student achievement by supporting and assisting licensed educators in both instructional and other direct services. As evidence of the responsibilities of support staff, CLASS endorses the Illinois School Code.

Section 3 - BOARD OF EDUCATION

It is recognized that the legal responsibility for education is vested in the local Board of Education, and that this responsibility of final decision-making cannot be delegated. The BOARD will not be required to bargain over matters of inherent managerial policy, which will include such areas of direction or policy as the functions of the BOARD, standards of service, its overall budget, the organizational structure and selection of new employees and direction of employees. However, the BOARD will be required to bargain collectively with regard to policy matters directly affecting wages, hours, terms, and conditions of employment as well as the impact thereon upon request by CLASS representatives. The BOARD agrees to participate in good faith negotiations as provided herein.

Section 4 – GENERAL

Nothing contained in this Agreement, unless expressly so stated, will be construed to deprive the BOARD or any employee of any right afforded by law. Enforcement of any right afforded by law (as opposed to rights created or recognized in the Agreement) will be had exclusively through the procedures afforded by that law, and not the procedures established by this Agreement, except as expressly stated herein.

Section 5 – COMMUNICATIONS

The BOARD and CLASS recognize the importance of communication for the purpose of maintaining good relationships. Communication between the BOARD and CLASS will be through the Superintendent or designee. The Superintendent or designee will forward all such communication or requests no later than the next regularly scheduled BOARD meeting.

Each CLASS building representative and the building administrator will meet on a regularly scheduled basis to problem-solve or follow-up on building level concerns, on a mutually agreed upon schedule.

The President(s) of CLASS or designated representative will be given a copy of the annual BOARD meeting schedule once approved and will be notified of any special meetings of the BOARD. The BOARD meeting agenda and packet can be assessed on the District website via BoardDocs 48 hours prior to any BOARD meeting. Meeting minutes are also available on the District website via BoardDocs once approved at the proceeding BOARD meeting.

At the end of each school year, the Superintendent or designee and the CLASS President(s) will meet to evaluate the working relationship between the BOARD, District, and CLASS and the progress made during the school year.

ARTICLE IV - FRAMEWORK FOR NEGOTIATING

Section 1 - NEGOTIATIONS

Designated representatives of the BOARD and CLASS will undertake the negotiations provided for herein. Negotiation meetings will be held at reasonable times and places to be agreed upon by the parties. If negotiations are requested by either party, they will be initiated in accordance with the Illinois Educational Labor Relations Act.

Section 2 - INFORMATION

Upon request, CLASS will be furnished the annual financial statement and the annual adopted budget and other regularly and routinely prepared financial information pertinent to negotiations, which are public records. In addition, the BOARD will grant reasonable requests for other non-confidential information, which may be necessary for negotiations. Nothing herein will require the administrative staff to research or assemble information.

Section 3 - SCOPE

The BOARD and CLASS agree that negotiations, in good faith, may encompass all aspects as defined by the Illinois Educational Labor Relations Act.

The negotiating parties may call upon competent, professional and lay representatives for negotiations assistance.

Section 4 – AGREEMENT

When a tentative agreement is reached on all matters being negotiated, it will be submitted to the CLASS membership and the BOARD for ratification.

When ratified by both parties, the Agreement will become a part of the official minutes of the BOARD and will remain in effect after the end date in Article XX unless notice is given pursuant to the Illinois Educational Labor Relations Act by either party of its desire to amend or modify the Agreement. The Agreement will not discriminate against any employee, regardless of membership or non-membership of CLASS.

Section 5 - AMENDMENT

The parties may modify or amend this Agreement only by mutual consent or through mid-term bargaining. Such changes will be reduced to writing and signed by the parties and become an amendment to this contract.

Section 6 - IMPASSE

If after a reasonable period of negotiation and within forty-five (45) calendar days of the scheduled start of the forthcoming school year, the BOARD and CLASS have reached an impasse; either party may petition to initiate mediation. The procedures for mediation will be as defined in the Illinois Educational Labor Relations Act.

Section 7 - NO STRIKE PROVISION

Both parties recognize the desirability of continuous operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. CLASS agrees that it will not strike during the term of this Agreement, directly or indirectly, or engage in or honor any other strike (as defined by the Illinois Educational Labor Relations Act), which may occur against the BOARD.

ARTICLE V – EMPLOYEE RIGHTS

Section 1 - RIGHT TO ORGANIZE AND PARTICIPATE

Employees will have the right to organize, join and assist CLASS to participate in negotiations with the BOARD through representatives of their own choosing and to engage in other activities individually or in concert for the purpose of establishing, maintaining, protecting, or improving conditions of service and quality of the educational environment. Employees will also have the right to refrain from any or all such activities.

Section 2 - JOB DESCRIPTIONS

Each employee will receive a copy of his/her job description at the time of hire.

When job descriptions are changed or altered due to the changing needs of the District, the Superintendent or designee will notify the CLASS President(s). Upon the request of the CLASS President(s), a meeting will be held to discuss the impact of the job description revisions. Employees whose job descriptions have been revised will be provided notice of the revision 10 school days before the revision takes effect.

Section 3 - NOTIFICATION OF ASSIGNMENTS

Employees will be given written notice of their building/program assignment for the upcoming year by seven (7) workdays before the first day of employee attendance. If an assignment is subsequently changed, employees will be notified as soon as possible and will be informed of the reason for the change. Each employee will be provided with the tools necessary to perform their job duties.

Employees will have the option to review their assigned student IEP information that is relevant to their job duties and as needed with approval of their supervisor/teacher.

ARTICLE VI — WORK YEAR

Section 1 - WORK YEAR

The work year for all employees is defined as 175 days which includes two (2) half (½) institute days for faculty meetings/IEP review, and any other mandated training (including GCN trainings) by the District. Also, employees may submit a timesheet for up to a half (½) workday for performing GCN online training during the summer recess (non-calendar day) to be tracked by a GCN completion report. These trainings are not included in the 175-workday guarantee.

Employees who do not fall into the categories defined above are to follow the work calendar given to them by Human Resources at the beginning of every school year.

On early release days, employees will assist students onto buses and leave for the day; they are not required to remain at school.

Section 2 - WORK DAY/WEEK

Employees' hours coincide with the student school day and student days of attendance. FULL-TIME employees work 6.5 hours per day and part-time employees work 3.25 hours per day. Specific work hours/days are determined by the needs of the student and assignment. FULL-TIME employees will receive an unpaid 30-minute duty-free lunch period; and two (2) ten (10) minute breaks per day. The Building Administration determines the specific lunch and two (2) ten (10) minute breaks schedule, which can be stacked as a fifty (50) minute lunch.

Section 3 - EXTRA-CURRICULAR AND EXTRA-DUTY ACTIVITIES

If an employee performs extra-curricular and/or extra-duty activities as defined in the CLETA contract during his/her contracted day when they have not been assigned student supervision as part of his/her job assignment, he/she will be paid the rate established for such duties in the CLETA contract in place of his/her hourly rate unless his/her hourly rate is higher than the CLETA rate.

All Employees are welcome to apply for extra-curricular positions and/or extra duty positions. However, in filling said positions, priority will be given to licensed staff members who also apply and are covered under the CLETA Agreement.

Employees may not accept extra-curricular/extra duty positions that interfere with their normal work hours.

ARTICLE VII - CLASS RIGHTS

Section 1 - CLASS REPRESENTATIVES

The CLASS President(s) will furnish to the BOARD, upon request, the names of the principle officers, and authorized representatives.

Section 2 - MEMBERSHIP MEETING

CLASS will have the right to hold general membership meetings before or after school on District property, provided such meetings do not interfere with any aspect of the instructional program and provided that if such meetings entail additional maintenance or custodial expenses, CLASS will pay such expenses. Application for such use will be submitted to the principal of the building at least twenty-four (24) hours in advance of the intended time of use. In cases of emergency, the above time limitations may be suspended.

Section 3 - BULLETIN BOARD, MAIL FACILITIES, MAILBOXES, E-MAILS

Authorized CLASS members will have the right to use on-site District office equipment, e-mail, and other types of media, when approval for such use has been granted by the administrator responsible for such items. CLASS will pay the cost of all material, supplies, and the cost of any repairs, incidental to such use.

Only authorized representatives of CLASS will have the right to post notices on bulletin boards provided in the school building for that purpose and to the use of faculty mailboxes and e-mail for communications of CLASS meetings, elections and the results thereof, and notices of educational and social activities. CLASS business announcements may be read over the intercom system in each school building before or after school by an authorized representative of CLASS. A list of such authorized representatives will be provided to the Superintendent or designee each year by CLASS.

Section 4 - ASSOCIATION LEAVE

In the event CLASS desires to send representatives to local, state or national conferences sponsored by the Illinois Education Association, or other business pertinent to organizational affairs or organizational sponsored professional development, the CLASS President(s) or designees may be excused without loss of pay, sick or personal days. A maximum of 4 days total may be used for this purpose, in full or half-day increments. No individual may be excused for more than 4 days without the consent of both parties to the Agreement (for example, 1 person may take four days, 2 people may take two days, or 4 people may each take one day). The President(s) of CLASS will notify the Superintendent in writing of the need to take such leave at least 5 school days in advance of the proposed date for leave.

Section 5 - MEMBERSHIP DUES

The District provides CLASS the option to have a payroll deduction for CLASS dues. The deduction may be initiated or adjusted by CLASS, by submitting such request to the Superintendent or designee by the 1st of any month. The initial list for each contract year must be received on or before September 10th. Any change made after the initial list, will be taken beginning the next available payroll. Start dates of changes should be clarified with the Business Office to ensure that CLASS has given the correct per pay deduction.

The list supplied by CLASS must indicate the member's name and the amount of per pay deduction. Deductions will be taken each payroll beginning in October and ending in June of each year, allowing for up to 20 deductions per the current payroll calendar.

All monies so deducted shall be remitted to CLASS by the Employer no later than ten (10) days following deduction. These monies shall be accompanied by an itemized list showing the employees' names and the amounts of the deductions. If the Union changes the amount of its dues, it shall so notify the Employer in writing.

The Illinois Education Association and CLASS agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article. 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 any type of willful misconduct by the Employer or the Employer's imperfect execution of the obligations imposed upon it by this Article.

If fair Share salary withholding is ever held to be constitutional and lawful, the parties will meet to negotiate the effects of such a ruling.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1 - DEFINITIONS

- A. The term "GRIEVANCE" as used in this Agreement will refer to any claim by CLASS or any employee that there has been a violation, misrepresentation, or misapplication this Agreement or any established policy or practice of the BOARD.
- B. The term "DAY(S)" will mean day(s) during which employees are required by contract to render service except during the summer recess when it will mean days in which the District Central Office will be open, unless specifically stated otherwise.

Section 2 - PROCEDURE

The parties hereto acknowledge that it is usually most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a CLASS representative may accompany the employee to assist in the informal resolution of the GRIEVANCE. However, if such informal process fails to satisfy the employee and/or CLASS, a GRIEVANCE may be processed as follows:

STEP ONE:

The employee or CLASS must present the GRIEVANCE in writing to the supervisor immediately involved within twenty (20) days from the date of the occurrence giving rise to the GRIEVANCE or twenty (20) days from the date when the employee should reasonably have had knowledge of the occurrence giving rise to the GRIEVANCE. A meeting to discuss the GRIEVANCE will be held within ten (10) days of the filing of the GRIEVANCE. The supervisor will provide a written answer of the GRIEVANCE to the aggrieved employee and CLASS no later than ten (10) days following the meeting including reasons for the decision(s).

STEP TWO:

- A. If the GRIEVANCE is not resolved at Step One or the time limits expire without issuance of the supervisor's written reply, then the employee or CLASS may, in writing, refer the GRIEVANCE to Human Resources within ten (10) days after receipt of the Step One answer.
- B. Human Resources will arrange for a meeting with the employee and/or CLASS to take place within ten (10) days of Human Resource's receipt of the GRIEVANCE/appeal. Upon conclusion of the meeting, Human Resources will have ten (10) days to provide a written decision with reasons to CLASS and the employee.

STEP THREE:

- A. If the GRIEVANCE is not resolved at Step Two or the time limits expire without issuance of a written reply from Human Resources, then the employee and CLASS may, in writing, refer the GRIEVANCE to the Superintendent or designee within ten (10) days after receipt of the Step Two answer.
- B. The Superintendent or designee will arrange for a meeting with the employee and CLASS to take place within ten (10) days of the Superintendent's receipt of the GRIEVANCE/appeal. Upon conclusion of the meeting, the Superintendent or designee

will have ten (10) days to provide a written decision with reasons to CLASS and the employee.

STEP FOUR:

CLASS may appeal the determination of the Superintendent by submitting in writing, the GRIEVANCE to final and binding arbitration. If a demand for arbitration is not filed with the Superintendent within twenty (20) days of the date of the Step Three answer, then the GRIEVANCE will be deemed withdrawn. The arbitrator will be selected from a panel to be secured from the American Arbitration Association (AAA).

- A. Neither the BOARD nor CLASS will be permitted to assert any ground before the arbitrator, which was not previously disclosed to the other party.
- B. The arbitrator will have no power to alter the terms of this Agreement.
- C. Each party will bear the full costs for its representatives in the arbitration. The cost of the arbitrator and the AAA filing will be divided equally between the BOARD and CLASS
- D. If either party requests transcripts of the proceedings, that party will bear the full costs for the transcript. If both parties order a transcript, the cost of the two (2) transcripts will be divided equally between the BOARD and CLASS.

Section 3 - GUIDELINES

- A. Nothing contained in this section or elsewhere in this Agreement will be construed to, prevent any employee from discussing a problem with the Administration and having it adjusted without intervention or representation from CLASS.
- B. Any employee has a right to be represented in the GRIEVANCE procedure. The employee will be present at any GRIEVANCE discussion when the Administration and/or CLASS deem it necessary and the employee is available. When an employee is requested to be present at a GRIEVANCE hearing, illness or other incapacity of the employee will be grounds for extension of GRIEVANCE procedure time limits.
- C. When an employee is not represented by CLASS, on its request, CLASS will have the right to have its representative present when a complaint is presented to the Superintendent or designee, to the BOARD, or at the formal steps of the GRIEVANCE procedure. Further, no negotiated GRIEVANCE settlement will be inconsistent with the provisions of this Agreement unless the BOARD and CLASS agree otherwise.
- D. The BOARD will furnish CLASS with relevant information concerning a pending GRIEVANCE provided this will not require the BOARD to research or compile data not readily available.
- E. No reprisals of any kind will be taken by the BOARD or Administration against any employee because of his/her participation in this GRIEVANCE procedure.
- F. All GRIEVANCE meetings will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, and will be held insofar as possible after regular school hours or during non-working time of the employee involved. Should the processing of an investigation of any GRIEVANCE require that an employee or CLASS representative be released from his/her regular assignment; this release time will be without loss of pay.
- G. Any investigation or other handling of any GRIEVANCE by the grievant or CLASS will be conducted so that no interference or interruption of the instructional program and related activities will occur.

- H. All records dealing with the processing of a GRIEVANCE will be filed separately from the personnel files of the participants.
- I. By mutual agreement, any step of the GRIEVANCE procedure may be bypassed.
- J. A GRIEVANCE may be withdrawn at any step without establishing precedent, and if withdrawn, will be treated as though never having been filed.
- K. If no written decision has been rendered within the time limits indicated by a step, then the GRIEVANCE may be filed at the next step.
- L. Time limits at any step may be extended by mutual written consent of both parties.
- M. By mutual agreement of CLASS and the District, a GRIEVANCE may be settled at any step with or without establishing prejudice or precedent.

ARTICLE IX - LEAVES

Section 1 - SICK LEAVE

At the beginning of each school year, each FULL-TIME employee will be credited with fifteen (15) days of sick leave with pay during any fiscal year (July 1– June 30) for personal illness, immediate family illness, or death in the immediate family. Immediate family will be defined as set forth in 105 ILCS 5/24-6 of the Illinois School Code.

Employees regularly employed less than 1.0 full-time equivalent (FTE) are entitled to a proportion of fifteen (15) days sick leave, in the same proportion as their hours of employment are to full-time employment.

Sick days can be taken in half (1/2) or full day increments.

Unused sick leave will accumulate (are banked) from year to year with unlimited accumulation. Unused sick leave days are not paid out upon termination of the position with the district. Unused sick leave days will be reported to the IMRF system for employees.

Section 2 - PERSONAL LEAVE

At the beginning of each school year, each FULL-TIME employee will be credited with three (3) days of personal leave, equivalent to the individual employee's workday without loss of pay. Days can be taken in half (1/2) or full day increments.

Unused personal days will be added to accumulated sick leave at the end of each year and banked. Unused sick leave days will be reported to the IMRF system for employees.

The days immediately preceding or following a legal holiday, summer vacation, or school breaks and from May 15th to the end of the school year, will not be available for personal leave. Unusual circumstances can be appealed to the Human Resources Department. Application will be made through the building administrator, with final approval determined by the Superintendent or designee. When possible, three days advanced noticed is preferred.

Section 3 - JURY DUTY AND OTHER RELATED APPEARANCES

An employee called for jury duty will be paid his/her salary for those days and will turn over to the District the amount received for being a juror, exclusive of monies paid or costs incurred for travel expenses, meals, and days not counted as working days, paid holidays, or weekend jury pay.

Section 4 - MILITARY LEAVE

Military Leave procedures will follow the Military Leave Act.

Section 5 - FAMILY AND MEDICAL LEAVE ACT

Employees may be eligible for medical and/or family leave in accordance with provisions in the Family and Medical Leave Act (FMLA) of 1993. A more comprehensive explanation of FMLA entitlements and obligations is set forth in Board Policy 5:185.

Section 6 – LEAVE FOR BIRTH OF A GRANDCHILD

An employee may use any combination of their available sick and/or personal days for a total of five (5) days to visit a grandchild surrounding the time of his/her birth. The time off must be within 30 calendar days of the birth of the grandchild and can only be taken by the employee once per grandchild. The employee may not extend the 5 days leave by taking additional available personal days adjacent to any sick/grandparent days.

ARTICLE X - SICK LEAVE BANK

The purpose of the Sick Leave Bank is to provide for chronic or serious illness up to 120 consecutive sick days in any calendar year to a FULL-TIME employee when days are needed to complete the elimination period required for disability insurance. Sick Leave Bank is designed to provide financial relief to an employee by providing sick days during an extended illness and serious illness of an immediate family member. Immediate family will be defined as set forth in 105 ILCS 5/24-6 of the Illinois School Code.

Section 1 - ADMINISTRATION

The Sick Bank Leave will be managed by a Board of Trustees consisting of two (2) employees appointed by CLASS and one (1) administrator appointed by the Superintendent or designee. This Board of Trustees will manage all Sick Leave Bank days awarded to employees. Reports to members of the Sick Leave Bank will be completed according to Sick Leave Bank rules and regulations.

Section 2 - ELIGIBILITY AND ENROLLMENT

All employees that have completed two (2) complete years of full-time service in District 47 are eligible to join the Bank. They will be automatically enrolled in the Bank at the beginning of their third (3rd) year unless they make a written request not to join the bank. Employees must contribute a total of four (4) days, one for each year during their 3rd, 4th, 5th, and 6th years to complete all normal contribution requirements. Days donated are recorded as consumed on the employee's official record of accumulated sick leave.

An employee must have contributed to the sick bank before days are awarded.

All accumulated sick days must be exhausted before days are awarded to an employee.

Enrolled employees may apply for withdrawal of days from the Sick Bank any time after enrollment. A Sick Leave Bank Withdrawal Application must be completed including physician's certification that the employee is not able to perform his/her job function. This application should be submitted prior to the expiration of accumulated sick leave to CLASS.

Section 3 - OPERATION GUIDELINES

Voluntary contribution from the employees will create days in the Sick Leave Bank. Days donated to the Sick Leave Bank may not be withdrawn. The Sick Leave Bank may provide bereavement days. Rules for contribution and use of days from the Sick Leave Bank shall be set forth in the Sick Leave Bank Handbook and administrated by the Sick Leave Bank Board of Trustees.

Days will be added to the Bank in the following manner:

1. Whenever the days in the Bank reach 100 or less;
2. Each September a request will be made for days unless such request puts the total days over 600 days;

An employee must have contributed in the most recent request for sick days in order to be eligible for sick leave bank

ARTICLE XI - DISCIPLINE OR DISMISSAL

Section 1 - JUST CAUSE DISCIPLINE

No employee will be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, suspensions, and discharge. Written reprimands or warnings will be defined as a separate document apart from the employee evaluation form.

The Administration will inform the employee that he/she has the right to CLASS representation at any meeting that could lead to an improvement plan, discipline and/or discharge.

Employees may be subject to immediate discharge for the commission of a crime or other serious misconduct. Employees may also be subjected to later steps in the progressive discipline process based on the severity of the misconduct. With respect to all other deficiencies, the following progressive action will be taken if any employee does not perform his/her work properly, fails to follow instructions from his/her immediate supervisor, or violates District policy.

Section 2 - DISCIPLINE PROCEDURES

First Notice - An employee will be verbally notified, warned, or reprimanded if his/her work is not performed satisfactorily, fails to follow instructions from his/her immediate supervisor or violates any of the rules and regulations of the District's policies.

Second Notice - If the employee is not performing his/her work properly or has violated District policy, said employee will be met with and provided a written notice stating the nature of the complaint and any areas that need improvement with a timeline for completion. A copy of this notice will be placed in the employee's personnel file.

Third Notice - A third notice may result in the employee being suspended with or without pay.

Fourth Notice - If a fourth notice becomes necessary, the employee may be terminated from his/her employment with the District

Section 3 - DISCIPLINE PROCEDURES

When an employee is required to appear before a supervisor, an administrator, or the BOARD concerning any matter which is evaluative or disciplinary in nature, or which could adversely affect his/her terms and conditions of employment, the employee will:

Be given prior written notice of the reasons for such meeting or interview.

Be entitled to have a representative of CLASS present to advise him/her during such meeting or interview.

ARTICLE XII - PERSONNEL FILE

Section 1 - OFFICIAL PERSONNEL FILE

Only one (1) official personnel file will be maintained and it will reside in the Human Resource Office of the District.

Section 2 - RIGHT OF COPY

Each employee will have the right to be furnished with a copy of any or all file material, exclusive of confidential material (i.e. reference information) after the employee requests such material in writing with 48 hours' notice to Human Resources.

ARTICLE XIII - EVALUATION

Section 1 - EVALUATION

There will be an employee evaluation committee comprised of CLASS members, appointed by the President(s), and administration that meets annually at the request of either party to review the employee evaluation process and tools to ensure they comply with applicable state and/or federal law.

Section 2 - PERFORMANCE IMPROVEMENT PLAN

Prior to receiving a needs improvement rating, a notice of concern will be provided to the employee. The notice will identify the employee's performance deficiencies and a plan to support improvement that, if not corrected, will result in a recommendation for non-renewal. Employees who correct the deficiencies noted in a needs improvement plan, who revert to practice or performance that resulted in him/her receiving a notice of concern, may face further discipline and possible termination. No performance improvement plan will exceed ninety (90) workdays in duration.

ARTICLE XIV - SENIORITY

Section 1 - DEFINITION OF SENIORITY

Seniority will be defined as the continuous length of service within the District as a member of CLASS. Accumulation of seniority will begin from the date of hire as an employee.

Section 2 - PROBATION

Probationary employees will have no seniority until the completion of the probationary period at which time their seniority will revert to their date of hire as an employee. An employee's probationary period will be 90 workdays. Probationary employees are not subject to just cause discipline/dismissal.

Section 3 - MAINTAINING AND POSTING OF SENIORITY LISTS

The BOARD will prepare, maintain, and post the seniority list. The initial seniority list will be prepared and posted conspicuously in all buildings of the District by February 1st of each year. An employee has until March 1st to challenge his/her position on the seniority list. A copy of the seniority list and subsequent revisions will be furnished to the CLASS President(s) and distributed to all District 47 buildings.

ARTICLE XV - VACANCIES, TRANSFERS, AND REASSIGNMENTS

Section 1 - DEFINITION OF VACANCIES

A vacancy will be defined as a newly created position or a present position that is not filled.

Section 2 - APPLICATION, NOTIFICATION TO APPLICANTS

All interested employees are encouraged to apply for internal openings. The internal transfer procedures can be found on the D47 website. Upon application, in-District qualified employees will be given preference for job openings or increased hours before hiring employees outside of the District.

When the position has been filled, the Administration will make known its decision to all applicants as soon as possible.

Section 3 - TRANSFER

At any time during the school year, an employee may inquire and apply for any vacancies which exist. Letters of interest from the employee should specifically address the age level(s), type of special education program(s), and location(s) for which they are most interested in transferring. Employees who desire to transfer for the next school year will notify the Asst. Supt. of Human Resources in writing no later than August 1st of each school year, the Human Resources office will notify all employees of the status of their transfer request for the upcoming school year.

Section 4 - INVOLUNTARY TRANSFERS

If an employee is involuntarily transferred to another District building, he/she will be given a reason(s) for the transfer in writing. The District will not involuntarily transfer an employee to a position for which he/she does not hold licensure. In the event of involuntary transfer to a position requiring special training (e.g. CPI, 2-person lift, etc.), the District will be responsible for providing such training at no cost to the employee. This provision will not apply when qualification necessary to fill a position are altered by the Illinois State Board of Education.

Section 5 – EMPLOYEE REASSIGNMENT

Employees who are reassigned within their current building assignment will be given notice of such change within a reasonable time-period prior to the effective date of the change. An employee will be granted a conference with his/her supervisor to discuss the reassignment if the affected employee requests it within five (5) days of the notification.

Section 6 – COMPENSATION/TEMPORARY DUTIES ASSUMED

Any employee who temporarily assumes the duties of another employee will be paid the regular rate for those duties. An employee's pay rate will not be reduced as the result of any temporary change in duties.

ARTICLE XVI - REDUCTION-IN-FORCE, LAY-OFFS, AND RECALL

Section 1 - REDUCTION-IN-FORCE (RIF)

- A. In the event that the BOARD determines that a reduction in the number of employee positions (RIF) is necessary, the BOARD will determine which job classification employees will be released from first.
- B. Employees will be released in inverse order of their seniority in District 47 based on their assignment within the job classification.
- C. Seniority will apply to employees under continuous service in District 47 and will be accumulated beginning with the employee's start date.
 - 1) If two or more employees are identical in seniority as described above and it is necessary to distinguish between them, the following will apply:
 - a) Holding a Professional Educator License (teaching certificate).
 - b) The number of credit hours earned beyond what was required for licensure.
 - c) Previous years with the District in another assignment.
 - d) If still identical, lots will be drawn.

In accordance with the Illinois School Code, any employee being subject to RIF will be given thirty (30) days advance notice by the District.

Section 2 - RECALL

Pursuant to the Illinois School Code, the District may recall an employee who is dismissed because of a reduction-in-force (RIF) to a position for which he/she is qualified. Any employee dismissed pursuant to such a RIF will retain recall rights to any vacancy for which he/she is qualified. The employee's recall rights will extend for a period of one (1) calendar year from the beginning of the school year immediately following the RIF.

ARTICLE XVII – INSURANCE

Section 1 – PREMIUM COST

Employees who work a minimum of thirty (30) hours per week during the school year are eligible to enroll in the District's medical, dental, long-term disability, and vision insurance. The District will provide each participating employee up to \$400.00 benefit dollars per month for District-sponsored employee group health coverage.

An eligible employee may opt-out of District 47's medical plan. If an employee chooses this option, the District will deposit \$500 annually running concurrent with the first payroll in January into a traditional or limited Flexible Spending Account that can be used for qualified medical, dental, and vision expenses.

Section 2 – INSURANCE COMMITTEE

CLASS shall be a member of the District's insurance committee, which is comprised of representatives from all District stakeholders. This committee will meet as needed to conduct an examination of health insurance and make recommendations to the board of directors. The board of directors will make final decisions regarding health insurance.

Section 3 – LIFE INSURANCE

The Board will provide, at its own expense, each full-time employee with \$10,000 group term life insurance.

Section 4- SECTION 125 FLEXIBLE SPENDING

District 47 will extend Section 125 spending benefits to its full-time employees. Coverage will extend to qualified benefits under Section 125 of the Internal Revenue Code for qualified health care and dependent care expenses.

District 47 will have the right to select the administrating agent of the IRS Section 125 individual accounts.

Each full-time employee may take the maximum payroll deduction for medical expenses and dependent care expenses that are allowable under the IRS regulation. It remains the full-time employee's responsibility to make sure that the deduction meets the IRS regulations.

ARTICLE XVIII - WAGES AND FRINGE BENEFITS

Section 1 – STARTING WAGES

The starting hourly rate of pay for new employees shall be:

2022-2023:

- July 1, 2022 – January 31, 2023: \$14.25/hour
- February 1, 2023 – June 30, 2023: \$15.75/hour

2023-2024: \$16.14/hour

2024-2025: \$16.54/hour

2025-2026: Starting wage will increase by half of the percentage of the wage increase given to returning employees in 2025-2026. For example, if returning employees receive a 4% increase, then the starting wage will increase by 2%.

The Superintendent may in her/his discretion grant an additional one percent (1%) over the starting salary for each year of prior experience up to a maximum of three (3) years (maximum of 3%). The District agrees not to pay a newly hired employee more than an existing employee with comparable experience when establishing a newly hired employee's rate of pay. No current employee will make less than any new hire with the same years of experience.

Section 2 -ANNUAL WAGE INCREASES

Current employees will receive the following annual wage increase for their base rate of pay:

2022-2023: In addition to any increase provided effective July 1, 2022, the following mid-year wage adjustments will be made:

Employees who began employment on or after July 1, 2022:

- Effective February 1, 2023, hourly rate will be increased to \$15.75/hour.

Employees who began employment between July 1, 2021, and June 30, 2022:

- Effective February 1, 2023, hourly rate will be increased to \$16.10/hour.

All other employees (i.e., any employee who began employment before July 1, 2021):

- If making less than \$17.10/hour, hourly rate will increase to \$17.10/hour effective February 1, 2023.
- If making \$17.10/hour or more, hourly rate will not increase any further during the 2022-2023 school year.

2023-2024: The hourly rate increase for all returning employees shall be 5.0%.

2024-2025: The hourly rate increase for all returning employees shall be 5.0%.

2025-2026: Returning employees' hourly rate shall increase equal to the percentage attributable to the corresponding fiscal year in accordance with the Illinois Property Tax Extension Limitation Law (PTELL), commonly referred to as the "tax cap," subject to an annual floor of 3.0% and a ceiling of 5.0%. More specifically, the percentage increase shall be equal to the annual percentage increase in the Consumer Price Index for All Urban Consumers in the U.S. (CPI-U), as published by the U.S. Department of Labor's Bureau of Labor Statistics, in December, two calendar years prior to the year in which taxes are extended (collected). Example: CPI released for December 2022 will be used on July 1, 2024.

Section 3 - LOYALTY BONUS

Employees completing ten (10), fifteen (15) and twenty (20) years of service will receive a loyalty bonus that does not become part of the employee's base rate of pay and shall be paid on the pay period following the employee's anniversary date at each level, as follows:

Ten Years-	\$250
Fifteen Years-	\$500
Twenty Years-	\$750

Section 4 - STIPENDS

Effective February 1, 2023, employees performing bodily fluid duties will no longer be paid an additional \$1.25 per hour to perform these duties. Employees, however, who were performing such duties prior to February 1, 2023, shall have the additional \$1.25 per hour continue to be part of their hourly rate.

All Bilingual employees will receive an additional \$1.25 per hour to perform such duties as described under the Bilingual employee job description.

Effective February 1, 2023, employees who are assigned in an Adjusted Learning, TK, OASIS or ASPIRE program will no longer be paid an additional \$1.00 per hour to perform these duties. Employees, however, who were performing such duties prior to February 1, 2023, shall have the additional \$1.00 per hour continue to be part of their hourly rate.

Section 5 - ERO CLASSES

All employees are allowed to take one 15-hour ERO class and will be paid their current rate of pay.

Section 6 - MILEAGE REIMBURSEMENT

As outlined in the Mileage Reimbursement Procedure, District 47 shall pay for authorized mileage reimbursement between schools by employees at the rate recognized by the U.S. Internal Revenue Service. No travel expenses shall be paid for required in-District professional meetings or institute days.

As outlined in the Travel Reimbursement Procedure, District 47 shall pay for authorized out-of-District travel expenditures by employees at the rate recognized by the U.S. Internal Revenue Service.

Section 7 - INTERNAL SUBSTITUTE PAY RATE.

- Half Day: \$57.50
- Full Day: \$115.00
- Per Class: CLETA per class internal sub rate

Section 8 - PAY OPTIONS

Payments will be made bi-weekly as indicated on the "Staff Payroll Calendar." The bi-weekly payroll amount is calculated by dividing the annual salary by the number of payroll dates in a given contract year.

Each employee will automatically receive their remaining checks for the contractual year on the first full payroll period following the last day of school, which is indicated on the payroll calendar, unless they indicate their preference to continue to receive bi-weekly paychecks throughout the summer on the form provided by Administration. This form shall be submitted to the Business Office electronically on or before May 10th of the current school year.

ARTICLE XIX - CONTINUITY OF OPERATIONS

Section 1 - No Lockout Provision

The District agrees that it will not lockout any CLASS member during the term of this Agreement.

ARTICLE XX - EFFECT OF AGREEMENT

Section 1 - COMPLETE UNDERSTANDING

The terms and condition set forth in this Agreement represent the full and complete understanding and commitment between the parties.

Section 2- SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, will automatically be deleted from this Agreement to the extent that it has violated the law. Within ten (10) days of such determination, the parties will meet to re-negotiate the terms and conditions affected. The remaining articles, sections, or clauses will remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

Section 3 — STATUTORY CHANGES

Improvements in wages, hours, or other terms and conditions of employment, which are included in this Agreement, and which are brought about by an amendment or addition of statutory guarantees now provided in Illinois or federal law will be incorporated in this Agreement.

Reduction or elimination of any provision of this Agreement, which is brought by the amendment or repeal of statutory guarantees, will obligate the parties to meet within a mutually agreed upon time period in order to determine whether or not any such reduction or elimination will be incorporated into this Agreement. Absent any agreement between the parties, no reduction or elimination of rights as contained in this Agreement will be affected because of statutory changes.

ARTICLE XXI – DURATION

This Agreement shall be effective as of the first day of the 2022-2023 school year and will continue through the day before the first school day of the 2025-2026 school year.

This Agreement will remain in effect after the end date in Paragraph 1 unless notice is given pursuant to the Illinois Educational Labor Relations Act by either party of its desire to amend or modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations, until a successor collective bargaining agreement is ratified by both parties.

President, Board of Education	Date
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Vice-President, Board of Education	Date
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CLASS President	Date
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CLASS Vice President	Date
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**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CRYSTAL LAKE ELEMENTARY SCHOOL DISTRICT NO. 47
AND
THE CRYSTAL LAKE ASSOCIATION OF SUPPORT STAFF, IEA-NEA**

The Crystal Lake Elementary School District No. 47 (the "District") and the Crystal Lake Association of Support Staff, IEA-NEA (the "Association") hereby enter into the following Memorandum of Understanding ("MOU"), which amends the Parties' 2023-2026 collective bargaining agreement ("CBA").

WHEREAS, the District and Association agreed to engage in mid-term bargaining in an effort to agree upon a wage adjustment that will assist with recruiting new employees and retaining existing employees; and

WHEREAS, the Parties met and bargained in good faith and reached a tentative agreement to increase wages for the 2024-2025 school year in addition to agreeing to a few additional revisions to the CBA ; and

WHEREAS, the Parties wish to memorialize the understandings reached between them.

NOW THEREFORE, notwithstanding any provision(s) of the current CBA between the Parties, the Parties agree to the following:

1. **Starting Hourly Wage.** Effective July 1, 2024, the starting wage for the 2024-2025 school year shall be \$17.54 per hour. For the 2025-2026 school year, the starting wage will increase by half of the percentage of the wage increase given to returning employees in 2025-2026.
2. **2024-2025 Annual Wage Increase.** Effective July 1, 2024, all employees who were employed during the 2023-2024 school year shall receive an annual wage increase of \$1.00 per hour plus a 5% increase.
3. **Work Year.** Effective July 1, 2024, Article VI, Section 1 shall be amended as follows:

The work year for all employees is defined as 176 days which includes two (2) institute days for faculty meetings/IEP review, and any other mandated training (including GCN trainings) by the District. Also, employees may submit a timesheet for up to a half (½) workday for performing GCN online training during the summer recess (non-calendar day) to be tracked by a GCN completion report. These trainings are not included in the 176-workday guarantee.

Employees who do not fall into the categories defined above are to follow the work calendar given to them by Human Resources at the beginning of every school year.

On all but three (3) early release days, employees will assist students onto buses and leave for the day; they are not required to remain at school. For one early release day per trimester, employees shall remain at work and engage in professional development directed by the Administration. The professional development activity will be offered in a manner

that does not require the employees to travel to a school at which the employee is not assigned for their regular position. The three (3) early release days for which employees will be required to engage in professional development will be included in each schools' calendar. If a professional development activity extends past 3:30 PM, employees will be paid their hourly rate if they choose to stay past 3:30 PM. Attendance at any professional development activity that extends past 3:30 PM on an early release day is voluntary.

4. **Internal Substitute Pay Rate.** Effective July 1, 2024, Article XVII, Section 7 shall be amended as follows:

Section 7 - INTERNAL SUBSTITUTE PAY RATE.

- Half Day (up to 3.5 hours): \$25.00 (flat rate – NOT per hour) in addition continuing to receive the employee's regular hourly rate of pay for the time spent serving as a substitute.
- Full Day: \$50.00 (flat rate – NOT per hour) in addition to continuing to receive the employee's regular hourly rate of pay for the time spent serving as a substitute.
- Per Class: CLETA per class internal sub rate.

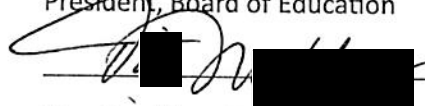
5. **Complete Understanding.** All provisions of the CBA between the District and the Association shall remain in effect except to the extent such provisions have been durationally modified by this agreement.

This MOU shall be effective as of July 1, 2024 and will continue through the day before the first school day of the 2025-2026 school year This Agreement shall remain in full force and effect during the period of negotiations, until a successor collective bargaining agreement is ratified by both parties.



President, Board of Education

5/20/24
Date



Vice-President, Board of Education

5-20-24
Date



President, CLASS

5-20-24
Date



Vice-President, CLASS

5-20-24
Date

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