

AGREEMENT

between

**THE BOARD OF EDUCATION
OF SCHOOL DISTRICT NO. 65
EVANSTON, ILLINOIS**

and

**EVANSTON ASSOCIATION OF CHILD CARE PROFESSIONALS,
ILLINOIS EDUCATION ASSOCIATION-NEA**

for

**SCHOOL YEARS
2022-2023 through 2026-2027**

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ARTICLE I
RECOGNITION

The Board of Education of Evanston Skokie Community Consolidated School District 65, Cook County, Illinois (hereinafter the “District”), hereby recognizes the Evanston Association of Child Care Professionals, Illinois Education Association-NEA (hereinafter the “Association”), as the sole and exclusive bargaining representative for all regularly employed full-time and part-time personnel employed by School District 65's Head Start and Community Child Care Program in the following job titles or categories: Teacher Assistant; Site Coordinator; Group Leader; Clerical, including clerk typist, computer input receptionist, mail processor; School Concierge; Central Office Concierge.

Such representation shall exclude all child care aides, clericals, administrative employee supervisors, managerial employees and all other employees of the District. “Bargaining unit member” or “employee” when used hereinafter in this Agreement shall refer to all employees represented by the Association, in the bargaining unit as above defined. The term “District” or “Board” or “employer” when used hereinafter in this Agreement shall refer to the Board of Education of Evanston Skokie Community Consolidated School District 65 or its administrative or supervisory personnel.

Early Childhood Coordinator; Assistant Coordinator; Nutrition Coordinator; Outreach/Staff Development/Disability Coordinator; Family Service Coordinator; certified teachers; all persons not employed in District 65's Head Start and Community Child Care Program; all supervisory, managerial, confidential and/or short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et seq.

ARTICLE II

DUES DEDUCTION

- A. Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver to the District a written authorization for continuous or annual dues deduction. The appropriate authorization forms shall be provided by the Association. The continuous authorization shall remain in effect from year to year unless the employee revokes said authorization in writing between the start of the school year and October 1 of any year.
- B. The District shall deduct from each employee's pay the current dues of the Association provided the District has received an official notification of the dues amount or increase thereof. Pursuant to such authorization, the District shall deduct such dues from the regular salary check of the bargaining unit member each month beginning in October and ending in June of each year. The District shall remit said deducted dues to the Association within fifteen (15) days following the pay period deduction. The District shall deduct the dues authorized for those employees who are employed after the commencement of the school year in as equal installments as possible to insure the proper dues are deducted for those employees by June of the school year.

ARTICLE III

EMPLOYEE AND ASSOCIATION RIGHTS

A. Notice of Board Meetings

The president of the Association or the president's designee shall be given written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of each meeting at least twenty-four (24) hours prior to the scheduled time of the meeting. In keeping with Board policy, the Association president or designee shall be given the opportunity to express the Association's views and make recommendations to the Administration or Board on issues which impact child care workers.

B. Official Board Minutes

One copy of all official Board minutes shall be emailed to the Association President within three (3) days after they are posted on the District's website.

C. New Employees

Names and addresses of newly hired bargaining unit employees shall be made available upon request to the Association President within fourteen (14) days after their employment. Further, an updated list of the names and addresses of all bargaining unit employees will be sent to the Association President by October 1 of each year. The District will notify the Association of bargaining unit employment terminations, upon request, and by December 15 and July 1 of each year.

D. Authorized Agreement - Copies

Upon completion of negotiations an authorized agreement shall be signed by the Board of Education President and the Association President. A copy of this Agreement will be distributed to all child care employees including employees upon initial hire. The cost of

providing these copies shall be borne equally by the District and the Association. The District will notify the Association of bargaining unit employment terminations, upon request, and by December 15 and July 1 of each year.

E. Meetings on District Property

The Association and its representatives shall have the right to hold a reasonable number of official meetings per year on District property, related to the Association's role as bargaining agent for bargaining unit employees, provided that such meetings in no way interfere with District use of said property and provided that when special, custodial service is required, the Association will reimburse the District for the cost of same.

F. Use of Facilities

The Association and its representatives shall have the right to use District telephones for non-toll calls only, typewriters, calculators, audio visual and duplicating equipment, computers and any other available District technology with advance notice to the appropriate Administrator, to the extent that such use pertains to the Association's role as bargaining agent for bargaining unit employees, provided that such use in no way interferes with District use of said equipment, and provided that the Association will reimburse the District for any additional costs related to the Association's use of this equipment.

G. Association Bulletin Board Space

The Association shall have the right to post notices of activities and matters of Association concern on an Association-supplied bulletin board, of reasonable size, to be located at each worksite. The Association may use the District mail service and employee mailboxes, in

keeping with Board policy, for a reasonable volume of materials pertaining to the Association's representation of bargaining unit employees.

H. Information Requests

When the Association requests information from the District which the Association needs in order to intelligently perform its function as bargaining representative for the bargaining unit employees, and which the District is required to furnish under the Illinois Educational Labor Relations Act, the District will provide such information as soon as it is practicable to do so.

I. Association Leave

The District will permit employees from the bargaining unit to be absent from work without loss of pay for up to a maximum total for the entire bargaining unit of six (6) days per school year for official Association business on the following conditions:

1. the Association shall reimburse the District for the cost of substitute(s);
2. the Association President shall deliver to the Head of Human Relations written notification of the leave at least one week in advance of the commencement of the leave; and
3. no more than two (2) employees shall be on such leave at the same time unless the Program Director, at his or her sole discretion, determines that one (1) additional employee may take such leave.

J. Employee Indemnification

The Board shall agree to indemnify and protect bargaining unit employees against death and bodily injury and property damage claims and suits, including defense thereof, when

damages are sought for negligent and wrongful acts allegedly committed during the scope of employment or under the direction of the Board.

There shall be no deduction in salary for time lost as a result of legal or administrative proceedings held pursuant to the Board's commitments for indemnification and defense in this section.

K. Complaint Against Employee

Any complaint deemed by any administrator or Board member to justify investigation and/or disciplinary action shall be brought to the attention of the employee involved within five (5) working days.

Except in cases of extreme emotional instability or alleged criminal action, when the safety and health of the pupils and/or other person(s) are in jeopardy, no action shall be taken until such information has been supplied to the employee.

L. Principal Notification of Program

The building principal will be advised prior to the start of the school year and the summer program if his or her school will have a child care program.

M. Student Medication

Under no circumstances will employees be required to administer medication to students; however, those employees who voluntarily administer medication or provide emergency assistance to students within the scope of their employment will be indemnified as provided in Article III, §J of this Agreement. The District and the Association recognize that child care workers do voluntarily administer medication within the scope of their employment. To the extent legally possible, at the start of the school year, the building

administrator shall notify employees performing lunchroom supervisor duties about students who have food allergies and/or EpiPen medications.

N. Staff Directory

The Association and its president shall be listed in the Staff Directory which is prepared annually by the District, provided the information is supplied to the District by October 1st.

O. Site Coordinator Selection

When the District is seeking to fill a site coordinator vacancy, a representative from the Association will be included in the interview process, and upon selection the Association President shall be notified of that representative.

P. New Staff Orientation

All new educational support staff and EACCP members shall receive an orientation and on-boarding to the District and specific to their role within the first two weeks of employment.

ARTICLE IV

EMPLOYEE DISCIPLINE

A. Right of Representation

Upon request, a bargaining unit member shall be entitled to have a representative of the Association present during any meeting relative to disciplinary action. When the District asks an employee to report for a meeting concerning that employee's discipline, it shall inform the employee that the meeting pertains to possible disciplinary action.

B. Probation, Suspension and Discharge

New employees will be in a probationary period for six (6) months worked. After employees have satisfactorily completed their probationary period with the District, they shall not be suspended without pay or discharged without just cause.

ARTICLE V

EMPLOYEE EVALUATION

A. Notification/Evaluation

Upon initial employment, employees shall be advised of the District's evaluation procedures and will be given a copy of the applicable Staff Handbook. No formal evaluation shall take place until this has been done. Each employee shall have a yearly conference with her/his immediate supervisor and will be provided a written evaluation of her/his job performance using an educational support personnel appraisal form. Every reasonable effort will be made to complete the formal evaluation by June 1. Each employee shall have the opportunity to respond in writing to the evaluation. Each evaluation will become part of the employee's personnel file. Head Start teacher assistants shall be evaluated by the Head Start administrator with classroom teachers submitting input to their evaluation. Head Start teacher assistants will be evaluated no later than five (5) days prior to the end of their school calendar year.

B. Multiple Assigned Employees

All employees shall be assigned a primary administrative evaluator and shall be notified of the identity of their primary evaluator. However, to the extent that the Administration desires, Site Coordinators shall continue to be responsible for the coordination of the day-to-day on-site responsibilities of Group Leaders and the Administration may seek Site Coordinators' input as to the performance of Group Leaders at their site.

C. Notice of Non-Reemployment

Except in situations involving serious misconduct, no child care employee will be dismissed without first having been formally evaluated in the school year of the dismissal.

All accrued vacation time, or pay in lieu thereof, shall be granted within fourteen (14) days of employment termination.

ARTICLE VI

PERSONNEL FILES

There shall be one official personnel file only which is housed at the District's central administrative office. Employees shall have the right, upon reasonable notice, to review the post-employment contents of their own file. Employees shall have the right to a copy of any such item(s), provided they shall reimburse the District for the cost of such reproduction. Employees shall have the right to respond to any critical or derogatory material contained in their personnel file and to have such response placed in their personnel file. Employees shall be notified within ten (10) work days (when the District's Central Administrative Office is open) of any disciplinary matters placed in their personnel files.

ARTICLE VII
GRIEVANCE PROCEDURE

A. Definitions

1. Any claim by the Association or any employee that there has been a violation, misinterpretation or misapplication of the terms of this Agreement, shall be a grievance.
2. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the prescribed time limits shall permit the grievance automatically to proceed to the next step. These time limits may be extended by mutual written agreement.
3. All time limits consist of days when the District's Central Administrative Office is open.

B. Procedures

The parties hereby 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, an Association representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

1. STEP I—Within twenty (20) days following the occurrence of the event giving rise to the grievance, the employee or the Association may present the grievance in writing to the Director/Facilitator of the School Age Program and the Early Childhood Center, who will arrange for a meeting to take place within ten (10) days

after receipt of the grievance. The Association's representative, the grievant, and the Director/Facilitator of the School Age Child Program and the Early Childhood Center shall be present for the meeting. Within ten (10) days of the meeting, the grievant and the Association shall be provided with the Director's written response, including the reasons for the decision.

2. STEP II—If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the Step I answer. The Superintendent or designee shall arrange with the Association representatives for a meeting to take place within ten (10) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and internal representatives as it deems necessary. Within ten (10) days of the meeting, the Association shall be provided with the Superintendent's or designee's written response, including the reasons for the decision.
3. STEP III—If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to arbitration through the American Arbitration Association ("AAA"), which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within twenty (20) days of the date for the Step II answer, then the grievance shall be deemed withdrawn. The arbitrator shall follow the standard rules of the AAA, and shall have no authority or jurisdiction to add to, subtract from, alter, or modify the terms of this Agreement. Arbitration awards in keeping with the preceding sentence shall be final and binding upon the parties. The arbitrator's fees and expenses shall be borne equally

by the parties. If the parties agree, the arbitrator may follow AAA's expedited rules.

C. Bypass to Step II

If the Association and the Director agree, Step I of the grievance procedure may be bypassed and the grievance brought directly to Step II.

D. Bypass to Arbitration

If the Superintendent or his designee and the Association agree, a grievance may be submitted directly to arbitration.

E. Association Participation—Employee Representation

The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

F. Released Time

Should the investigation or processing of any grievance require that employees be released from their regular assignment, such employee shall be released without loss of pay or benefits.

G. Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

H. Grievance Documents

Grievances and documents pertaining solely to the processing of grievances shall be kept separate from employee personnel files.

ARTICLE VIII

FRINGE BENEFITS

A. Health Insurance

Each group or category of insurance will be reduced by 2% in fiscal year 2023 and 1% every year thereafter for the duration of the Agreement for a total of 5% reductions within five years.

Insurance coverage shall be based on a plan year of September 1 through August 31.

1. Coverage

All full-time employees will be eligible for coverage under the District's medical insurance plan. The District will not change its medical insurance plan without first providing notice to the Association as well as an opportunity for Association input. Employees who elect coverage under one of the District's health insurance plans shall pay the applicable percentage of the insurance cost set forth below:

EACCP Health Insurance Contributions (SY 2021-2022 - 2026-2027)

2021-22	HMO	HMO Blue Advantage	PPO
Single	10%	10%	41%
Single +1	26%	17%	41%
Family	26%	17%	35%

2022-23	HMO	HMO Blue Advantage	PPO
Single	8%	8%	39%
Single +1	24%	15%	39%
Family	24%	15%	33%

2023-24	HMO	HMO Blue Advantage	PPO
Single	7%	7%	38%
Single +1	23%	14%	38%
Family	23%	14%	32%

2024-25	HMO	HMO Blue Advantage	PPO
Single	6%	6%	37%
Single +1	22%	13%	37%
Family	22%	13%	31%

2025-26	HMO	HMO Blue Advantage	PPO
Single	5%	5%	36%
Single +1	21%	12%	36%
Family	21%	12%	30%

2026-27	HMO	HMO Blue Advantage	PPO
Single	4%	4%	35%
Single +1	20%	11%	35%
Family	20%	11%	29%

	HMO Dental	PPO Dental
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Employee	19%	19%
Single + 1	50%	60%
Family	50%	60%

Insurance coverage shall be based on a plan year of September 1 through August 31.

The District will offer an expanded §125 plan for employee pre-tax contributions for insurance premiums, out-of-pocket medical expenses, and dependent care expenses consistent with the Internal Revenue Code and IRS Regulations. The District will pay all of the administrative costs.

An employee shall be allowed to enroll his/her domestic partner for medical and dental coverage on the same basis that employees may enroll their spouse, provided that the domestic partner is eligible pursuant to the District's eligibility criteria in effect as of the effective date of this Agreement and the applicable Affidavit of Domestic Partnership is completed and executed.

2. Joint Insurance Committee

A Joint Insurance Committee will be established for the purpose of reviewing avenues and options to contain or decrease the cost of current and future health insurance.

The Committee will be comprised of, but not limited to, the Head of Human Relations, the Chief Financial Officer, one (1) member of the DEC Council, the DEC President, and one member of each ESP bargaining unit appointed by each unit's President. As Chair, the District's Head of Human Relations shall be responsible for scheduling meetings and preparing the written

information for each meeting. The Committee will meet as necessary but at least three (3) times per year.

The work of the Committee shall be collaborative in order to promote a wide range of views and opinions as insurance options are reviewed. It shall have access to necessary information in order to do this. The Committee chair will provide these materials to the Committee members. However, the Chair will protect the confidentiality of individual plan participants as required by the ADA or other applicable law. Further, the Committee may meet with the District broker and an IEA approved consultant who may provide recommendations concerning the plan design and options, interpret data generated from reports of carriers, and provide projections of future plan experience. It shall be the responsibility of the District's broker to contact all potential providers.

Recommendations of the Insurance Committee will be forwarded to the Board of Education. The Board shall review and consider the recommendations as it determines plan options for District employees.

The Board and Council are free to use information, reports and recommendations generated by the Committee in formulating proposals for use in collective bargaining.

B. Life Insurance

The Board of Education will provide a term life insurance policy in the amount of forty-seven thousand five hundred dollars (\$47,500) for all full-time employees up to age seventy (70), at which age the benefit is reduced in accordance with the carrier's reduction schedule.

C. Long Term Disability Coverage

Commencing on the first day of the month following employment, the Board will provide, without cost, a long term disability insurance policy for all full-time employees. This plan, in conjunction with any benefits from the disability sections of the IMRF Plan, shall provide for a disability payment of 60% of salary (up to a maximum disability payment of \$3,500 per month) for an employee who is disabled from sickness or an accident effective upon the disabled employee's 91st day of disability. This benefit is payable until the employee's disability ends or until age 65, whichever occurs first.

D. Professional Growth

Seven hundred fifty dollars (\$750) or up to \$1000 with books toward higher education credit shall be made available for up to 15 employees per school year. The District would budget a maximum amount up to \$15,000. Employees shall submit proof of payment and evidence of successful completion to receive reimbursement through the District 65 reimbursement approval process. Five hundred shall be made to each EACCP member for each school year for the purpose of professional growth and the refinement of skills (i.e., courses in child development, specific management techniques, first aid, in-service training workshops, etc.). This money shall be awarded after receiving approval by the appropriate coordinator or supervisor.

E. Section 457 Plan

The Board will offer an approved Section 457 Plan to all employees.

ARTICLE IX

LEAVES

A. Sick Leave

At the beginning of each school year, each full-time employee shall be credited with ten (10) days of sick leave—equal to the number of hours he or she regularly works each day — the unused portion of which shall accumulate from year-to-year without limitation. Sick leave days will be prorated for employees who are hired during the school year. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. For purposes of this section the immediate family or household includes parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, in-laws and legal guardians. Sick leave taken because of serious illness in the immediate family or household shall not exceed one (1) calendar month in any school year. Special exceptions may be made by approval of the Board.

B. Funeral Leave

Employees shall be granted up to three (3) days of funeral leave which may be used in connection with the death of a member of the employee's immediate family or household as defined in Paragraph A above, or the employee's domestic partner's immediate family. This is apart from sick leave and is non-cumulative.

C. Workers' Compensation

Absence due to injury or illness incurred in the course of employment and which qualifies for workers' compensation under the Illinois Workers Compensation Act, shall not be charged against the employee's sick leave days, provided that the employee shall pay to the

District the salary insurance received under the Illinois Worker's Compensation Act for the duration of such absence.

D. Personal Business Leave

At the beginning of each school year, each employee shall be credited with two (2) days to be used for personal business. The decision to grant or deny personal business leave will not be made in an arbitrary or capricious manner. An employee planning to use a personal business leave day or days shall notify his/her supervisor at least two (2) days in advance, except in cases of emergency. Personal business leave days shall be available for the practice of individual religious preferences regardless of the day of the week. Such leave shall be non-cumulative as personal business days, but will be added to the accumulated sick leave days available to the employee. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal leave day except upon approval of the Assistant Superintendent of Human Resources. Requests for such exceptions must be submitted in writing to the Head of Human Relations as soon as possible.

E. Jury Duty

Any employee called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage.

F. Statement of Available Leave

The District shall furnish each employee with a statement available electronically setting forth the total unused leave day credit available under this Article.

G. Unpaid Maternity/Parental Leave

1. Unpaid Maternity Leave

- a. If a maternity leave in connection with child birth is desired, the employee shall arrange for a meeting with the Assistant Superintendent of Human Resources. The purpose of the conference shall be to determine a mutually agreeable plan for the leave.
- b. Employees shall notify the Head of Human Relations in writing if they desire to return after the leave is completed. This written notification shall be accompanied by a physician's written statement that the returning employee is physically able to resume full duties. Employees who wish to return from maternity leave as soon as they are physically able, shall be allowed to do so. Otherwise, employees shall return within six (6) months, except that ten-month employees may postpone their return until the commencement of the next school year even if doing so results in a leave of greater than six (6) months. Any employee returning from maternity leave shall be returned to a position comparable to that which she held prior to the maternity leave, provided that nothing contained herein shall be interpreted to insulate employees on maternity leave from reductions in force.
- c. Employees whose maternity leave exceeds six (6) months shall submit the written notice of intention to return referred to in subparagraph b above, no later than March 1st. Failure to comply with the notice to return requirements for maternity leave shall be treated as an election not to return

to employment and shall be considered a voluntary resignation from the District.

- d. Any insurance benefits under the provisions of this Agreement which would otherwise accrue to an employee shall be suspended on the first day of the month immediately following the beginning of the leave of absence. However, any employee on maternity leave may make arrangements during said leave to continue insurance coverage as provided in this Agreement at her own expense. Any employee granted maternity leave who has completed ninety (90) days or more of the school year prior to said leave shall be considered to have completed a full year for purposes of any applicable advancement on the salary schedule.
- e. Any employee desiring maternity leave as a result of becoming an adoptive parent shall notify the Assistant Superintendent of Human Resources, in writing, upon the initiation of such adoption proceedings. Leave shall be granted upon satisfactory written notification to the Head of Human Relations of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Head of Human Relations informed on the status of the proceedings, and, as soon as known, the expected date of the delivery of the child. This subparagraph shall not be applicable if the adopted child is ten (10) or more years of age at the time the child is received.

2. Unpaid Parental Leave

Unpaid paternity leave shall be granted to an employee upon request, to begin any time between the birth or adoption of his/her child and three (3) calendar months thereafter. Subparagraphs a. through e. above shall apply to parental leaves, except for the disability language of subparagraph b., and the first sentence of subparagraph c.

H. General Unpaid Leave of Absence

A leave may be requested in writing for a period not to exceed one (1) year from the date of leaving. Whether or not to grant an unpaid leave of absence shall be at the complete discretion of the Board of Education. An employee shall notify the Head of Human Relations in writing two (2) months prior to the expiration date of the leave if he/she desires to return after the leave period is completed. The employee shall be returned to a comparable job as soon as is practicable, but not necessarily the same position held prior to the leave of absence. Notwithstanding the foregoing, employees on unpaid leave of absence shall not be insulated from reductions in force.

I. Family and Medical Leave Act ("FMLA")

The District shall coordinate the benefits provided under this Agreement with those provided under the FMLA. Any concerns related to the application of this section may be brought to the attention of the Head of Human Relations but may not be the subject of a grievance under this Agreement. To the extent required by the FMLA, the District will continue to provide hospitalization insurance to eligible employees on Family and Medical Leave for up to twelve (12) weeks in a rolling twelve (12) month period, on the same basis and contribution level as if they were on the active payroll. An eligible employee is one

who has worked for the District for at least twelve (12) months and has worked at least 1,250 hours during the twelve (12) months prior to the start of the FMLA leave. All hours worked for the District shall be counted toward the 1,250 hours necessary to be eligible for FMLA leave.

ARTICLE X

MANAGEMENT RIGHTS

The Board retains the right to manage the School Age Child Care Program and the Head Start Program and direct the work of the employees in the manner it determines to be in the best interests of the District. Such right includes, but is not limited to, the right to: hire, discipline, and discharge employees; relieve employees from duty because of lack of work or other legitimate reasons; determine the duties, responsibilities and qualifications of employees; terminate any or all of the School Age Child Care Program and the Head Start Program; and the manner in which the work is to be performed; determine the size of the workforce; and establish and enforce rules and regulations applicable to employees, so long as such rules and regulations do not conflict with the express terms and conditions of this Agreement.

ARTICLE XI

NO STRIKE OR WORK STOPPAGE

During the term of this Agreement there shall be no strike, work stoppage, picketing, or any other form of concerted activity the purpose of which is to cause District employees to render less than full and complete services to the District, by the Union, its members, or any employees covered by this Agreement. This prohibition applies to strikes and work stoppages for any reason, whether grievable or not.

ARTICLE XII
WORKING CONDITIONS

A. Overtime

Any School Age child care employee and any non-certified employee who works more than forty hours in any one week shall be compensated at one and one-half times their hourly rate for all hours in excess of forty (40). For purposes of this Article XII, paragraph A, all hours not worked either because of holidays for unit employees or because of approved sick leave shall be counted as hours worked.

B. Lunch Breaks

On Institute and In-service days each employee who works six consecutive hours or more shall be entitled to a thirty (30) minute lunch break; one hour if the employee works eight hours or more. When bargaining unit employees are unable to take their required lunch break due to a scheduled field trip, they shall be compensated for all time worked.

C. Breaks

1. School Age Child Care Employees

Each employee who is scheduled to work at least four (4) hours in an afternoon shall receive a fifteen (15) minute break in that afternoon, prior to the arrival of the children. At the employee's option, however, the employee may forego a break prior to the arrival of the children but take a fifteen (15) minute break between five (5) p.m. and six (6) p.m., provided that the number of children per staff member will not exceed one-to-twenty (1:20), and provided such arrangement is approved by the Site Coordinator.

2. Full-Time Head Start Child Care Employees

Full-time Head Start child care employees shall be entitled to two (2) fifteen (15) minute breaks that shall be taken in conjunction with their thirty (30) minute lunch breaks.

D. Substitutes

When a School Age child care employee, or an employee from the other programs, is absent, the District shall make every reasonable effort to obtain a substitute.

E. Spring Break Employment/Equitable Shift

To the extent feasible, employment at spring break is voluntary; however, if employees are required to work to provide adequate supervision of children, the Coordinator shall rotate assignments among available employees from year to year. The Coordinator shall inform employees who are required to work during the spring vacation recess at least one (1) week prior to the first work day of said recess. Employees who work during the spring vacation recess shall be compensated at their regular hourly rate of pay.

F. Optional Summer Employment

If the Board approves a Summer Child Care Program, District 65 child care workers shall be given a preference for available summer positions, to the extent possible. This preference does not mean, however, that District 65 child care workers shall automatically be chosen for such available positions. Employees who work at the same position during the summer program shall be compensated at the same hourly rate of pay that they receive during the preceding school year. Employees who work the summer program in the morning and afternoon shall be entitled to a 30-minute lunch break.

The factors that the District shall consider in assigning shifts and placement to summer school positions from among current bargaining unit employees shall be qualifications, length of service with the District, and performance. Employees who work a continuous eight (8) hour shift shall be entitled to a one (1) hour lunch break. The District shall give qualified bargaining unit employees with absenteeism rates of three percent (3%) or less, preference for summer employment opportunities in positions that have similar functions to their regular job. The District will notify summer employment applicants of confirmed employment no later than ten (10) days after the final student enrollment count is submitted.

G. Work Year

1. School Age Child Care Employees

The normal work year shall commence three (3) days prior to the first day of the District's adopted student school year and terminate on the last day of the District's adopted student school year. During the three (3) work days prior to the school year, the Director or designee shall orient all new staff to their job duties and responsibilities. Such orientation for employees hired after the commencement of the school year shall be performed on an individual basis. The normal work year shall include one hundred eighty-two (182) work days and ten (10) paid holidays. Employees who work the summer program shall be paid for the 4th of July national holiday.

2. Head Start Child Care Employees

The normal work year for Head Start teacher assistants and health clerks shall be 180 days. The District will make every reasonable effort to notify employees regarding summer school positions by May 15.

3. Notice of Start Date

All bargaining unit employees shall be notified of their return to work start date no later than the last day of the school year. Effective the 2017-2018 school year, such notification shall be delivered to all employees using District 65 electronic mail. Every reasonable effort will be made to notify employees of their assignment by the end of the second day of orientation.

4. Class Lists (School Age)

All child care sites shall be given tentative class lists and available files by noon of the last day of orientation for the fall semester.

H. Paid Vacation

Paid vacation shall be given for Fall Break, Winter Break and Spring Break for all group members. Spring Break (4-5 days) or Winter (7-10 days), Fall (2 days)

I. Evening Programs for Parents

1. School Age Child Care and Head Start Employees

If these employees are required to attend administratively approved parent functions after regular working hours, they shall be compensated at their regular hourly rate of pay for each hour or fraction of an hour that they are required to work beyond the length of their regular work day. The Health Clerk shall attend a maximum of five (5) such functions per work year.

J. Safety/Sanitation Concerns

The Administration shall promptly review and respond to any safety or sanitation concerns about the work environment which are communicated by the staff or the Association to the Administration.

K. Leaving the Building

All requests to leave the building during preparation time for whatever reason must be approved by the Coordinator or Assistant Coordinator. Such requests which the Coordinator or Assistant Coordinator deem as reasonable and job related shall be granted.

L. Work/Storage Space

Each child care site shall have access to a desk or table and a locked file cabinet or similar storage space.

M. Requisition of Materials/Supplies

Each Site Coordinator shall be given the opportunity to submit requisition for materials and supplies for the following school year. Provided that funds are available, the Administration shall allocate to each site thirteen dollars (\$13) in FY23; fourteen dollars (\$14) in FY24 and fifteen dollars (\$15) in FY25 and beyond per student or one hundred fifty dollars (\$150) per site, whichever is greater. The Administration shall make every reasonable effort to see that materials and supplies are available during the first week of both the summer program and the regular school year. Materials used for the summer program shall be ordered by June 1. Supplies for the upcoming school year would be based on projected student enrollment. Site leaders would communicate additional support to group leaders up to Spring Break.

N. Lunch Duty

Each EACCP member who voluntarily accepts lunch room duty will be paid at an hourly rate of twenty-five dollars (\$25).

O. Child Care

The District will make every reasonable effort to give employees priority status for enrollment in the District's child care programs.

P. Bi-Monthly Labor Meetings

The parties agree to hold bi-monthly labor meetings. The Association and Administration each shall select up to four employees to participate.

ARTICLE XIII

RETIREMENT

A. IMRF

All full-time employees and all part-time employees with at least six hundred (600) hours of District employment in a work year are under the provisions of the Illinois Municipal Retirement Fund. Employee contributions to this fund are on a payroll deduction basis. Complete information regarding IMRF benefits may be secured from the District's payroll office.

B. Sick Leave Incentive Stipend

Upon the retirement or honorable dismissal of an employee, the District will pay ~~thirty dollars (\$30)~~ one hundred dollars (\$100) per day for up to a maximum of one hundred eighty (180) days of accumulated sick leave, excluding days which the employee chooses to credit for IMRF purposes. To the extent that receipt of the stipend will result in an employee receiving more than a six percent (6%) increase in total salary over the previous year's salary, the remaining portion shall be paid to the employee in the second calendar month after the effective date of the employee's retirement.

C. Service Recognition Stipend

Each employee with fifteen (15) years of continuous service who retires under IMRF will receive a one-time, gross lump sum payment of one thousand one hundred dollars (\$1,100) in their last year of employment prior to retirement. To the extent that receipt of the stipend will result in an employee receiving more than a six percent (6%) increase in total salary over the previous year's salary, the remaining portion shall be paid to the employee in the second calendar month after the effective date of the employee's retirement. This bonus shall increase by fifty dollars (\$50) for each additional year of continuous service,

up to a maximum of two thousand six hundred dollars (\$2,600) for employees with forty-five (45) years of continuous service, pursuant to the following schedule:

<u>Years of Service</u>	<u>Lump Sum Payment</u>
15	\$1,100
16	1,150
17	1,200
18	1,250
19	1,300
20	1,350
21	1,400
22	1,450
23	1,500
24	1,550
25	1,600
26	1,650
27	1,700
28	1,750
29	1,800
30	1,850
31	1,900
32	1,950
33	2,000
34	2,050
35	2,100
36	2,150
37	2,200
38	2,250
39	2,300
40	2,350
41	2,400
42	2,450
43	2,500
44	2,550
45	2,600

D. One-Time Early Retirement Incentive

The District will provide for a one-time gross retirement incentive of two thousand dollars (\$2,000) to a maximum total of two (2) non-school age child care bargaining unit employees who are eligible for IMRF retirement and who notify the Board of their decision to retire by January 1. This bonus will be paid in four (4) monthly installments in

such an employee's last four (4) months of employment. To the extent that receipt of the incentive will result in an employee receiving more than a six percent (6%) increase in total salary over the previous year's salary, the remaining portion shall be paid to the employee in the second calendar month after the effective date of the employee's retirement.

Applicants shall be granted the retirement incentive bonus on a first-come, first-served basis (School Age being separate) as indicated by the date stamped on their written request. If more than one employee applies on the same date, the employee with the greatest District seniority shall be granted the retirement stipend, unless otherwise agreed upon by the District and the Association. The Association Executive Board shall serve as an advisory board regarding any matter that may arise as to the administration of this program. Any unused monies allocated for this program shall be applied in a manner agreed to by the District and the Association. This early retirement incentive bonus program shall remain in effect for the duration of this Agreement as long as allocated funds exist.

E. Twenty-Year Service Recognition Stipend

The Board of Education will pay to each EACCP bargaining unit employee who completes twenty (20) years of continuous service as an EACCP bargaining unit employee a one-time lump sum gross payment of six hundred fifty dollars (\$650).

ARTICLE XIV
COMPENSATION

A. Salary Schedule

1. 2022-2023 increases by group category

- a. Food Service – 10%
- b. Health Clerk – 10%
- c. Paraprofessional – 30%
- d. Administrative Assistant – 10%
- e. SACC Site Coordinator – 22%
- f. SACC Group Leader – 28%

2. 2023-2024: Increase of 5% on base, with step movement for all groups

3. 2024-2025: Increase of 4% on base, with step movement for all groups

4. 2025-2026: Increase of 3% on base, with step movement for all groups

5. 2026-2027: Increase of 2% on base, with step movement for all groups

Each employee who does not advance a step in any school year because they are at the top of the salary schedule and who is scheduled to work at least 5.25 hours in his/her job classification also shall receive a one-time lump sum, gross bonus of two thousand dollars (\$2000), except for group leaders, who shall receive one thousand six hundred dollars (\$1600) in December of said year, beginning in the 2022-2023 school year.

B. Pay Periods

Child care workers shall be paid twice monthly on the 15th and 30th. At the employee's option, the District shall distribute paychecks to each employee at the employee's respective workplace, or directly deposit the employee's paycheck. Child care employees who so elect may have their pay spread out over twelve (12) months.

C. Acting Site Coordinator/Acting Head Teacher

Designated Group Leaders and Teacher Assistants who function as Acting Site Coordinators for at least one (1) continuous hour shall be compensated at the Site Coordinator's or Head Teacher's base hourly pay rate when they continue to perform that function.

D. Employee Assistance Plan ("EAP")

The District will offer an EAP to its employees.

E. Mileage Reimbursement

The Board agrees to reimburse employees who are assigned to duties outside of the District, as well as those who are approved to attend professional conferences out of the District, for applicable parking, toll and mileage expenses. In the event a child care site coordinator or group leader's assignment is changed after arrival at his/her regularly assigned work location, he/she is eligible for mileage reimbursement. Such mileage reimbursement shall be submitted and processed on a trimester basis. The District shall provide the deadlines for submission of mileage reimbursement requests prior to the beginning of the school year. Mileage will be reimbursed at the IRS allowable rate.

F. Physical Exam Reimbursement

The Board will reimburse each full-time employee up to one hundred fifty dollars (\$150) every other year toward the cost of a physical examination.

G. Credit to Newly Hired Teacher Assistants for Certain Experience

Newly hired teacher assistants who possess requisite experience as a licensed teacher assistant in an accredited public school system shall be placed on the salary schedule according to years of experience, but not beyond step three.

H. Good Attendance Bonus

If an employee is absent no more than one (1) day per semester, s/he will receive a gross \$175 bonus. If the employee is absent no more than one (1) day in each semester of a school year, s/he will receive an additional \$225 gross bonus for a total of \$400 for the school year. Approved Funeral Leave and Jury Duty will not count as absences under this paragraph.

ARTICLE XV

VACANCIES, PROMOTIONS, AND TRANSFERS

A. Posting

When a vacancy for a full-time position occurs within the bargaining unit, such vacancy shall be posted on-line, with a copy sent to the Association President. Applications will be accepted from employees within the bargaining unit.

B. Application for Transfer

An employee may at any time notify the Coordinator of Child Care Programs in writing if he/she is interested in a transfer or change in assignment or movement to an existing vacancy within the bargaining unit.

C. In-District Preference/Seniority

The District shall consider bargaining unit employees who request consideration for job opportunities within the District. Among the factors the District shall consider are qualifications, length of service with the District, and performance.

D. Involuntary Transfers

Should an involuntary transfer of a bargaining unit employee be necessary, the involved employee(s) shall be notified in writing as soon as practicable and shall promptly have an opportunity to meet with the Coordinator of Child Care Programs.

ARTICLE XVI

LAYOFF AND RECALL PROCEDURES

Upon successful completion of the probationary period, an employee will obtain a seniority date which relates back to the employee's most recent date of hire provided the employee has been continuously employed by the District since that date. Seniority will be broken only by:

1. termination of employment for any reason, including layoff in excess of one year;
or
2. acceptance of a permanent position outside of the bargaining unit.

If positions are eliminated between the conclusion of one school year and commencement of another, due to reductions in force, employees will be laid off in order of seniority by program (e.g., School Age, Head Start)—with the most junior of employees being laid off first—provided that no employee will be permitted to “bump” an employee in a higher paid job classification. To the extent required by law, the District will provide full-time employees with a written notice of layoff or dismissal due to a reduction in force or hours at least thirty (30) calendar days in advance of said action (five (5) days for a reduction in hours due to a reduction in the student population), together with a written statement of honorable dismissal, if applicable, and the reason therefor. If positions are increased, employees will be recalled from layoff by program (e.g., School Age, Head Start) to the position they previously held in order of seniority, with the most senior employee being recalled first.

ARTICLE XVII

NEGOTIATION PROCEDURES

- A. The parties agree to fulfill whatever obligations that they may have under the Illinois Educational Labor Relations Act regarding the negotiation of a successor agreement.
- B. Each party in negotiations shall select its respective representatives, provided that neither party's team shall consist of more than six (6) members. Within thirty (30) days, following the first bargaining meeting, complete proposals as to all non-economic matters shall be made by both parties. In addition, the Association may have one alternate representative.

ARTICLE XVIII

SCOPE AND EFFECT OF AGREEMENT

- A. This Agreement constitutes the entire and complete commitment and agreement between the parties concerning wages and terms and conditions of employment for the duration of the Agreement. The parties hereby agree that this Agreement is in full settlement of all outstanding issues between the parties, and that this Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written, executed amendment to this Agreement.
- B. If any provision of this Agreement is declared by the proper judicial or legislative authority to be unlawful, unenforceable or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration hereof.
- C. This Agreement shall become effective upon the approval by the Board of Education and the Association. This Agreement shall continue in effect until the commencement of the 2026-2027 work year, unless it is extended for a specific period by the written agreement of the parties hereto.

IN WITNESS WHEREOF, the Agreement is executed this 24th day of July 2025.

For the Board of Education of
Evanston School District No. 65


Sergio Hernandez (Jun 26, 2025 10:01 CDT)

For the Evanston Association of
Child Care Professionals

