



Collective Bargaining Agreement

between

**Lake Zurich Community Unit School
District No. 95 Board of Education**

and

**The Lake Zurich Community Unit School
District No. 95 Education Support
Professionals Association**

2025-2027

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Preamble

This agreement is entered into between the Lake Zurich Community Unit School District 95 Board of Education and the Lake Zurich 95 Education Support Professional Association, with the intent of establishing and sustaining school environments that will attain organizational goals. The District's Board of Education and the Association understand the necessity to forge and maintain a cooperative, problem-solving atmosphere and demonstrate that a highly productive school district is predicated on strong commitments to one another. Our partnership starts with trust and requires our shared leadership. It is with a spirit of mutual respect and recognition of one another's interests that this Agreement has been formulated. This provision is not subject to the grievance and arbitration provisions of this Agreement.

Article I - Recognition

Section 1. Association Recognition

The Board of Education, hereinafter known as the “Board”, hereby recognizes the Lake Zurich 95 Education Support Professional Association, hereinafter known as the “Association,” as the sole negotiating agent for all regularly employed paraprofessionals.

The bargaining unit includes regularly employed full-time and part-time personnel employed by Lake Zurich Community Unit School District 95 in the job titles/categories of Job Coach, or Paraprofessional to include: ELL Paraprofessional (Bilingual Classroom), Special Education Paraprofessional, Early Childhood Paraprofessional, Kindergarten Paraprofessional, Elementary School Paraprofessional, Library Paraprofessional, and 1:1 Paraprofessional.

The bargaining unit excludes all personnel employed by Lake Zurich Community Unit School District 95 in the job title/category of substitute paraprofessional or substitute job coach, and all supervisory, managerial, confidential or short-term employees, as defined in Section 2 of the *Illinois Educational Labor Relations Act*, 115 ILCS 5/1, et seq.

Section 2. Staff Member Definition

The term “staff member” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as determined in Section 1.

Section 3. Probationary Period

Initial employment will be subject to a probationary period of 120 workdays. In consultation with the Association, the probationary period may be extended for not more than an additional 90 workdays. Grievance procedures do not apply in cases of termination during the probationary period.

Article II - Management Rights

Section 1. Work Stoppage

During the term of this Agreement, the Association, its members, or any person acting on behalf of the Association will not engage in, encourage, or support any strike, slowdown, or other concerted refusal to render full and complete services to the District.

Section 2. Right to Manage and Direct

The Board retains the right to manage the District and direct the work of the Employees in the manner it determines to be in the best interest of the District. This right includes, but is not limited to, the authority to hire, assign, schedule, promote, demote, transfer, lay off, discipline, and discharge Employees; to relieve Employees from duty because of lack of work or other legitimate reasons; to determine the work to be performed by Employees, the size of the workforce, and the manner in which the work is to be performed; and to establish and enforce reasonable rules and regulations applicable to Employees, which will neither conflict nor be contrary with the terms and conditions of this Agreement.

Section 3. Parent/Guardian and Other Complaints

Complaints from members of the public regarding staff members shall be handled in accordance with Board Policy. The staff member involved shall be informed in writing of the specifics of the complaint within five (5) working days of its receipt. In the event a complaint from a member of the public concerns the safety or well-being of a student, the district may elect to treat the complaint as a potential disciplinary matter.

Article III - Association Rights

Section 1. Paycheck Deduction for Membership

Each Employee, as a condition of employment, on or before thirty (30) days from their date of hire, will elect whether to become a member of the Association. The District agrees to automatically deduct these fees from the Employee's paycheck, after receiving the amount to be deducted from the Association. The Association will notify the District annually of any change in the annual dues to be deducted. The Association will notify the District in writing of the name and address of the Association financial institution to whom such deductions should be transmitted. In the event of any legal action against the Board brought in a court or before an administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided the Board gives immediate notice of such action in writing to the Association, permits the Association intervention as a party if it so desires, and gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board, its agents and Employees from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's compliance with this Article. It is expressly understood that this save-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 Board, its agents and Employees or the Board's imperfect execution of the obligations imposed upon it by this Article.

Section 2. Union Use of School Facilities

Association officials may request, in advance, the use of school facilities at reasonable times for the purpose of meetings. The request will be made to the building principal or designee of the building in which a meeting will be held. The request will be honored depending on the availability of the space. There will be no charge for such use other than direct costs which may result from the meeting.

Section 3. Personnel Files

The District will establish a process in receiving documentation of a staff member regarding employment. The District will provide a form for the staff member and Human Resource personnel to sign verifying the documentation has been received and placed in the personnel file.

Staff members shall have the rights to review the contents of his/her personnel file set forth in the Illinois Personnel Record Review Act. Personnel files shall be maintained in accordance with applicable law.

Section 4. Staff Member Protection

Any case of assault or battery upon a staff member while on duty with the school system shall be promptly reported to the Board or its designee. The Board or its designee shall advise the staff

member of his/her rights and obligations with respect to such assault or battery and the Board or designee shall render reasonable assistance to the staff member in connection with the handling of the incident by law enforcement authorities.

Section 5. Union Use of Mail System

The union will be permitted to use the email system, inter-school mail, and employee mailboxes. In doing so, the union will take care not to place a burden upon the email system, mail service, or those employees who sort and distribute mail.

Section 6. Union Use of Bulletin Boards

The union will be allowed the reasonable use of bulletin boards in work areas.

Section 7. Damage To Personal Property

The District shall reimburse an employee for the cost of replacing his/her eyeglasses, hearing aids, clothing, or personal communication devices if such items are damaged or destroyed as a result of a work-related incident occurring in the course of the employee's assigned duties but not due to the employee's own negligence or intentional conduct. All claims must be documented and submitted with appropriate verification and are subject to administrative review and approval.

Section 8. Seniority

For purposes of a reduction in force, seniority shall be defined as the length of continuing service in a position covered by this collective bargaining agreement (referred to as "covered position"). Seniority shall begin to accrue on the first day of employment in a covered position. If an employee is absent from a covered position, for any reason other than a reduction in force, but returns to such a covered position in less than twelve (12) months, his/her previously accrued seniority shall be restored, but no credit shall be granted for the period of absence from the covered position. Employees who work less than full time shall receive seniority credit on a pro-rated basis.

In the event of a reduction in force involving a covered position, the employee with the least amount of seniority shall be dismissed first, provided the employee holding the actual position that is being eliminated is qualified, as determined by the Employer, to perform the duties of the job held by the less senior employee being dismissed.

In the event two or more employees share the same amount of seniority, then seniority shall be determined by reference to the following tiebreakers:

1. Total years of continuing service in the District;
2. Total years of service in the District whether or not continuing; and, if necessary
3. Drawing lots.

Covered positions are:

Bilingual Paraprofessional
Classroom Paraprofessional
Early Childhood Special Education Paraprofessional
Job Coach
Library Paraprofessional
Special Education Paraprofessional
Kindergarten Paraprofessional
1:1 Paraprofessional

If the Board has any vacancies in the District within the period prescribed by law, the covered position(s) thereby becoming available shall be tendered to the Employee(s) so removed or honorably dismissed from that covered position in reverse order of layoff. If an employee on a recall list declines to accept the position, then the position shall be offered to the next qualified employee on the recall list, if any. An Employee who is recalled retains all accumulated seniority; however, the period during which the Employee was subject to recall shall not count toward seniority.

To be eligible for recall, the honorably dismissed Employee must provide the Board in writing, prior to the day of dismissal, with the address where such Employee may be reached. Further, it shall be the responsibility of the Employee subject to recall to inform the Board of any change of address and to otherwise provide the necessary means to be informed of recall offers. The Employee must accept the recalled position in writing, within seven (7) working days of the District's mailing of the notice of recall. Failure to notify the Board of acceptance shall constitute rejection of the offer of employment. If an Employee rejects any offer of a vacant position he/she shall be deemed to have waived his/her recall rights and will no longer be eligible for any other vacant positions that become available within the recall time period.

Annually, by February 1st, a tentative listing of the Employees holding a covered position, sorted in seniority order and listing the particular position each Employee holds, shall be prepared and posted in appropriate locations in the District. An Employee shall have ten (10) work days from the date of posting of the tentative seniority list to file written objections with the Superintendent, or designee, to the information shown on the list, including the Employee's ranking or category. After the period for Employee objections has passed, the administration shall prepare and post a finalized seniority list. The failure of an Employee to make a specific, timely objection shall be deemed an acceptance of the seniority ranking and shall prohibit any subsequent challenges to rankings until the posting of a seniority list in the following school year.

Section 9. Duty Free Lunch and Breaks

Employees scheduled to work at least six and a half (6.5) continuous hours per day must take a minimum unpaid duty-free lunch break equivalent to thirty (30) minutes. At the discretion of the department supervisor/administrator, full-time employees may take two additional fifteen (15) minute paid breaks. One break per day may be used to extend the lunch period. Times for breaks shall be mutually agreed upon between the employee and the supervisor. All lunch breaks must be taken by the fifth (5th) hour of work. For employees scheduled to work less than six and a half

(6.5) hours per day, the amount of time used for breaks will be reduced proportionately with a 15-minute break for each four (4) hours of work.

An employee electing not to take the provided fifteen (15) minute break(s) or the lunch break, or both, is not entitled to leave early on the workday. Breaks are paid for whether taken or not and may not be combined to receive a thirty (30) minute break period. Both breaks cannot be combined with the lunch period to receive a full hour lunch break with only half an hour reported, as unpaid. Any travel time is included in the fifteen (15) minute break period. Employees must properly list their hours worked on their timesheets, with the unpaid lunch amount deducted from the time to reflect actual time worked and to be paid.

Article IV – Grievance Procedure

Section 1. Definition

A grievance is any claim by the Association or member that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.

Section 2. Grievance Time Limits

All time limits herein will consist of school days, except when a grievance is submitted after the regular school year. Time limits may be extended only with the written consent of the Association and the Administration.

Section 3. Grievance Procedure

- A. Step 1. An employee and the employee's Principal or immediate supervisor should first attempt to resolve a grievance problem through free and informal conversation. When requested by either party, the Association representative may intervene to assist in this resolution. Should such informal process fail to satisfy the supervisor and/or the employee then a grievance may be processed as follows:
- B. Step 2. If the grievance is not resolved in the initial meeting, the employee must present the grievance in writing within fifteen (15) days after the occurrence of the event giving rise to the grievance. This written grievance is to be presented to the Principal or immediate supervisor who will arrange a meeting within ten (10) days. The Association's representative, the Principal or immediate supervisor, and the grievant will be present for the meeting. The Principal or immediate supervisor will provide the grievant with a written answer on the grievance within ten (10) days. Such answer will include the reasons on which such answer was based.
- C. Step 3. In the event a grievance has not been satisfactorily resolved at Step two, the aggrieved will file a copy of the grievance with the Superintendent within five (5) days of the Principal's or immediate supervisor's written decision. Within ten (10) days after such written grievance is filed, the aggrieved, the Association representative, the Principal or immediate supervisor, and the Superintendent or the Superintendent's designee will meet to resolve the grievance. The Superintendent, or the Superintendent's designee, will file an answer within ten (10) days of the Step 3 grievance meeting and communicate it in writing to the member and the Principal.
- D. Step 4. If either party is not satisfied with the disposition of the grievance at Step 3, or the Step 3 time limits expire without action, then either the Association may submit the grievance to final and binding arbitration. If the Association does not file a demand for arbitration within thirty (30) days of the date for the Step 3 reply, then the grievance will be deemed withdrawn.

Article V – Paid Leaves

Section 1. Holidays

Employees working 30 or more hours per week are eligible for paid holidays based on the school Calendar and that fall during their regular work year.

Holiday List (if observed by the District)

New Year’s Day
Martin Luther King Jr. Day
President’s Day
Good Friday (if falls within work year and not during spring break)
Labor Day
Columbus Day/Indigenous People’s Day
Election Day (if mandated holiday)
Thanksgiving Day
Christmas Day
Memorial Day (if falls within work year calendar)

Section 2. Sick Leave

Each staff member shall be entitled annually to the amount of sick leave per year without loss of pay according to the chart listed below. Beginning the school year of 2025-2026, a staff member’s unused sick leave shall be allowed to accumulate an unlimited number of sick days.

<u>Consecutive Years of Service</u>	<u># of Sick Days Per Year</u>
1-5	11 days
6-10	13 days
11+	15 days

Sick leave shall be interpreted to mean doctor’s visits, personal illness, quarantine at home, or serious illness or death in the immediate family or household, or birth or adoption, or placement for adoption. The immediate family for purposes of this section shall include the staff member’s: spouse, children, parents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandparents-in-law, grandchildren, primary care recipient, and legal guardian. (For purposes of this provision, a staff member’s civil union partner or significant other shall be regarded as a “spouse” and the parents, grandparents, brothers and sisters of the civil union partner or significant other shall be regarded as: “in-laws”).

For staff members not on parental leave, the sick leave provisions of this contract shall be applicable to illness (appropriately physician certified as necessary) resulting from pregnancy and/or childbirth.

To the extent that a staff member or his/her spouse, parent or child's temporary illness or disability under this section also qualifies as a "serious health condition" under the Family and Medical Leave Act, and to the extent the staff member is an "eligible employee" as defined under that Act, then any FMLA-qualifying absence under this section shall also be construed as medical leave under the Family and Medical Leave Act.

New sick leave days shall not be granted during a period of leave, but any unused accumulated sick leave available at the commencement of the leave shall be available to the staff member upon return to employment in the District.

Section 3. Attendance Incentive

In an effort to reduce the total number of sick days used, the Board agrees to annually reward the individual staff member according to the following schedule:

<u>Number of Sick Days Used</u>	<u>Stipend</u>
0	\$300

Section 4. Personal Days

Personal days are granted to staff members working 30 hours or more per week for the specific purpose of conducting business which cannot reasonably be accomplished outside school hours and which require the staff member to be present. Except in cases of emergency or unavoidable situations, staff members are required to enter their intent to use personal leave into the substitute calling system at least three (3) workdays in advance. The staff member should also provide advance notice of their intended use of personal leave to their designated building administrator.

Staff members who have less than eight (8) years of completed service in the District shall be eligible for two (2) days of personal leave each year. Staff members who have eight (8) or more years of completed service in the District shall be eligible for three (3) personal days of personal leave each year. If unused, personal leave days shall be added to accumulated sick leave.

Personal days shall not be utilized for participation in any form of work stoppage, or any activities resulting in taxable income other than the sale of the staff member's residence(s). Personal days may not be used on the first five (5) or last five (5) days of student attendance each school term, or on the day preceding or following a school holiday, vacation or recess period, or on an institute day. Additionally, unpaid dock days are strongly discouraged and may not be taken without approval from the Superintendent. The Superintendent may approve the use of a personal day or unpaid dock day during these restricted periods, in very limited circumstances such as immediate family weddings, college drop off, home purchase/sale, or court proceedings. Any denied request shall not be subject to the grievance procedure and any approved request shall be non-precedential. An employee who believes they have an extenuating circumstance must submit a detailed written request for an exception prior to making plans to use a personal leave or unpaid dock day during a restricted period and should be aware that any such request may be denied.

Violation by the staff member of this Article will result in loss of pay and may provide grounds

for dismissal.

Section 5. Funeral Days

Each staff member will be provided up to three (3) funeral days per death in the immediate family or household for bereavement purposes. The immediate family for purposes of this section shall include the staff member's: spouse, children, parents, parents-in-law, brothers, brothers-in-law, sisters, sisters-in-law, grandparents, grandparents-in-law, grandchildren, primary care recipient, and legal guardian. (For purposes of this provision, a staff member's civil union partner or significant other shall be regarded as a "spouse" and the parents, grandparents, brothers and sisters of the civil union partner or significant other shall be regarded as: "in-laws").

Each staff member will be provided one (1) funeral day per year for other instances outside of the immediate family. Such leaves will be granted with no loss in pay. This day shall not accumulate if unused. Additional time may be granted at the discretion of the Superintendent or designee.

Section 6. Religious Holiday

A. Legal Obligation of the Employer Regarding Religious Leave:

The District is committed to complying with all relevant laws which require employers to accommodate employees' whose sincerely held religious beliefs and practices require that the employee abstain from work at certain times of the work day or workweek, unless doing so would pose an undue hardship on the district's operations. The District will make reasonable efforts to accommodate requests for time off for religious holidays that do not cause significant disruption to the educational environment or staffing needs.

Such leave shall be granted to a maximum of two (2) days per school term with no loss of pay. Any additional leave granted shall be unpaid. Employees are required to request time off for religious holidays by the first day of student attendance to allow for adequate planning and accommodations. Newly employed staff hired after the start of the school year must submit their request within five (5) work days of being hired.

B. Undue Hardship:

An accommodation will not be provided if it results in an undue hardship to the school district. Factors that may be considered in determining undue hardship include:

- The impact on the district's operations, including student services and school functions.
- The availability of substitute teachers or other resources to cover the absence.
- The frequency of requests and their timing in relation to the academic calendar.
- The financial cost to the district.
- If an accommodation request is denied due to undue hardship, the district will work with the employee to explore alternative accommodations, if possible.

C. Notice of Leave Request:

Employees are required to request time off for religious holidays by the first day of student attendance to allow for adequate planning and accommodations. Newly employed staff hired after the start of the school year must submit their request within five (5) workdays of being hired. The District understands the importance of religious observances and will strive to balance the needs of the employee with the needs of the district.

The number of religious holiday day requests will be limited by building and/or department to ensure they do not pose a disruption or undue hardship to the operations of the building/department.

D. Cancellation of School:

In the event that a building or entire district may be closed on a previously scheduled and approved religious holiday day, that day may **NOT** be made up at another time. For example, if a religious holiday day was approved for November 15th and the District calls an emergency closing day for that day, the use of that religious holiday does not return to the staff member for use at another time.

E. Procedure for Requesting Religious Leave Day:

A request form has been created to streamline the religious day request process. This is the only form needed for approval. Staff members will **NOT** be able to submit their leave day request in Frontline. After submission and approval of this form, the approved day will be entered in Frontline on the behalf of the staff member by the Human Resources Department.

Section 7. Association Leave

In the event the Association desires to send representatives to state or national meetings of the Association's affiliates, staff members shall be excused from the performance of his/her duties with no loss of salary for up to fifteen (15) staff member working days in total, provided application for such absence shall be made in writing to the Superintendent or his/her designee at least one(1) calendar week in advance of such absence except in the case of an emergency, and provided such absence does not impair the quality of classroom instruction. Official Association business shall include, but not limited to, leadership training opportunities provided by IEA/NEA, negotiations/bargaining training, meetings of the Association's negotiation committees or bargaining team, political lobby days sanctioned by the IEA/NEA, or other mutually agreed upon reasons. In addition, the Association may ask for an additional ten (10) days of Association leave. The Superintendent in his/her sole discretion may grant up to ten (10) additional days of such 5 requested leave. The association shall reimburse the district for the cost of substitutes for any day used up to a total of twenty-five (25). In the event an unforeseen circumstance prevents a staff member who is away on Association leave from report to duty as scheduled, such person will not be disciplined or have salary deducted and the Association will reimburse the District for any

additional substitute cost. The Board of Education recognizes the need to provide the Association leadership released time to carry out the responsibilities of the respective offices. The Association, in turn, recognizes the need to inform the District administration of the amount of release time required for the upcoming school year. In so doing, the Association will notify the District administration by March 1st the amount of release time needed for the Association leadership for the following year. The Association will reimburse the District up to the maximum of one full time employee at his/her rate or the salary rate of said replacement, whichever is less

Section 8. Emergency Closings

When employees' scheduled work days are shortened due to unanticipated/emergency closing or late start, the employee will be paid for lost hours if that time is not made up at a later date.

Article VI – Family and Medical Leave Act

Section 1. General

Under the provisions of the FMLA, the District will provide up to 12 weeks of unpaid, job protected leave to "eligible" employees for the reasons listed in the next paragraph regarding qualifying events. ESP are eligible if they have worked for Lake Zurich Community Unit School District 95 for at least one year, and for 1,000 hours over the previous 12 months.

Section 2. Qualifying Events

An eligible employee is entitled to FMLA for the birth of a child and to care for such a child; for the placement of a child for adoption or foster care; to care for the employee's seriously ill spouse, child or parent; because of a serious health condition that makes the employee unable to perform his or her job functions, and certain military family leave entitlements.

Section 3. Coordination with Other Benefit Plans

The District coordinates the twelve week leave period with that of our established policies. All applicable paid time for which you are eligible (sick, vacation, and personal) may be credited prior to unpaid time. Time in total will not exceed twelve weeks during any 12-month period. This 12-month period will be measured backward from the date the leave is used. Each time you take a FMLA leave, the remaining leave entitlement will be any balance of the 12 weeks which has not been used during the immediately preceding 12 months. FMLA leave may be taken intermittently or on a reduced leave schedule under certain circumstances. Intermittent leave is FMLA leave taken in separate blocks of time due to a single qualifying reason. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per week or per day. For more information on intermittent leave options, please contact the Human Resources Department.

Section 4. Treatment of Sick Leave

New sick leave days shall not be granted during a period of parental leave, but any unused accumulated sick leave available at the commencement of the leave shall be available to the staff member upon return to employment in the District.

Section 5. Effect on Benefits

All benefits will be continued during the period of unpaid leave. Employee contributions must be continued during this time. Payment of these monies is due by the first of the month for the month of coverage. The District may have the right to recover from you the cost of medical insurance premiums paid on your behalf during the leave period in accordance with the provisions of the FMLA.

Section 6. Pay During Leave

Employees shall apply available sick leave during their FMLA period for qualifying events as outlined above. All application of paid sick time is dependent on medical necessity and physician documentation.

Section 7. Applying for a Leave

In accordance with the provisions of the FMLA, an application for leave must be submitted to the Human Resources Department 30 days prior to the first day of leave or by the time frame outlined in the act.

If the leave is for the serious health condition of your spouse, child, or parent, medical certification from the treating physician, justifying why you must have the particular requested leave and the amount of time needed to care for such family members, is required.

If the leave is for the placement of a child for adoption or foster care, documentation certifying placement and the placement date is required.

Article VII – Discipline and Discharge

Section 1. Disciplinary Meetings - Staff Member Rights

When any staff member is required to attend a meeting with an Administrator or the Board which is intended at its inception to be for the purpose of investigating, discussing or imposing employee discipline, the Administration or Board shall inform the staff member of his/her right to have an Association representative present at such meeting. The staff member shall be given reasonable advance notice of the intent to hold such a meeting and of the date and time scheduled for it. In the event the Administration is investigating a matter involving the safety or well-being of a student or employee, “reasonable” notice may be less than one (1) full workday. If no Association representative is available at the time scheduled for the meeting, the parties will mutually agree on an alternate date and time to hold the meeting, which date shall in no event be more than five (5) workdays from the date originally scheduled for the meeting. However, the Association shall make every reasonable effort to make a representative available as quickly as possible so as not to impede the administration. This clause shall not be construed so as to deny any staff member the right to waive representation if he or she chooses. In that case, the staff member shall sign a written statement that he/she waives representation.

Section 2. Staff Member Suspension

The Association recognizes that the Superintendent, or his/her designee, will have the authorization to place a staff member on suspension without pay. Prior to any suspension without pay under the Board policy, the affected employee shall be notified of the charges by the Superintendent or his/her designee and shall have the right to representation as well as the opportunity to explain or rebut the charges at a meeting with the Superintendent or his/her designee.

Article VIII – Working Conditions

Section 1. Notice of Work Assignment

An Employee will be notified of his/her assignment and hours for the school year in writing no later than August 1st by Human Resources.

In the event an assignment change is proposed, after the aforementioned notice is sent, the affected Employee will be notified promptly and consulted. The Association will be notified in writing of all Employee assignments before the beginning of each school term.

With respect to Institute and Inservice days, employees will be notified in writing if they are required to attend an Institute/Inservice day no later than thirty (30) calendar days prior to the applicable Institute/Inservice day. All staff will be guaranteed to be scheduled to work at least two (2) Institute and/or Inservice days with the option to work up to an additional four (4) Institute and/or Inservice days if required by Administration.

Section 2. Safe Working Conditions

In cases where student behavior patterns result in a safety concern, employees will have the opportunity to request additional training and/or classroom supports to be considered as building teams develop plans for shaping desired student behavior.

Article IX – Compensation

Section 1. Salary & Bonus

Starting Pay Ranges:

	Minimum	Midpoint	Maximum
2025-2026	\$20.00	\$25.00	\$30.00
2026-2027	\$20.50	\$25.63	\$30.75

The Administration shall have the discretion to determine past relevant experience when setting a new employee’s starting pay.

Current Staff – Annual Increase

Year 1 (2025-2026):

0 – 4 years → \$1.00 + 1.75%

5 – 9 years → \$1.00 + 2.75%

10+ years → \$1.00 + 3.25%

New staff hired for the 2025-2026 school year will be adjusted to the new starting rate or \$1.00 per hour, whichever is higher.

Year 2 (2026-2027):

\$1.00 + 2.0%

The Board shall provide ESP staff with all cash bonuses in the same amounts paid to non-certified educational support staff (not including Administrators).

All compensation will be processed after ratification and Board approval and shall include retroactive pay for the 2025-2026 work year to be effective July 1, 2025. Only staff members currently employed as of the date the Board approves this Agreement shall be eligible for retroactive pay.

Section 2. Pay Periods

Employees will receive nineteen (19) paychecks per fiscal year.

Section 3. Substitute Duties

The District may direct an Employee to substitute teach if the Employee meets state qualifications to perform such duties. In such instances, the Employee will receive his/her normal rate of pay plus \$7.25 per hour to substitute teach.

Section 4. Stipends

A. Summer School

Staff Members who work during the summer semester will receive their regular hourly rate for doing so, and staff members working in the extended school year program will receive an additional \$200.00 stipend if they support the toileting needs (i.e., wears a diaper to school, wears a pull-up to school) of children.

B. Degreed Staff

Those Staff Members holding an active Illinois Professional Educator License (PEL) will be compensated an additional .50 cents per hour in addition to their normal hourly rate for all hours worked. The .50 cents is not part of the employee's normal hourly rate and shall not increase during the term of this contract.

C. Job Coaches

Those Staff Members who are assigned to serve as a job coach will receive a \$1,000.00 annual stipend which will be paid out in equal increments in December and May.

D. Extracurricular Stipends

Employees covered by this Agreement shall receive the same stipend amounts for extracurricular duties performed as set forth in the Lake Zurich Education Association's collective bargaining agreement.

E. Toileting

Those Staff Members who are assigned to serve in a program (or with an individual student) that serves students with regular toileting needs (i.e., wears diaper to school, wears a pull-up to school), above and beyond responding to an occasional student bathroom accident will receive a \$2,750 annual stipend which will be paid out in equal increments in December and May.

Article IX – Economic Fringe Benefits

Section 1. Life Insurance

The Board will provide at its sole expense with an insurance company of its selection, each staff member with group term life insurance in the following amounts:

- Employees with *less than* seven (7) years of service receive \$25,000.00
- Employees *with* seven (7) or more years of service receive \$40,000.00

Section 2. Hospital, Surgical, Major Medical Insurance

Employees covered by this Agreement shall receive the same Board contribution/benefits for hospital, surgical, major medical insurance as approved by the Board for all other Educational Support Personnel.

Section 3. Tuition Reimbursement

The District encourages and supports all staff in their pursuit to further their educational goals and career aspirations. As such, a reimbursement program for Educational Support Personnel has been established.

Any staff member may request reimbursement based on the following parameters:

- Submission of request for tuition reimbursement of college coursework or professional development PRIOR to onset of course or training.
- Coursework or professional development must align with staff member's current role and/or pursuit of a new role identified as a need within District 95.
- Successful completion of coursework (with a B or above) or completion of professional development must be submitted.
- Reimbursement up to \$200 per credit hour or equivalent for professional development may be approved with a maximum of \$1200 per school year.
- Reimbursement will be made annually each November 15th for previous year's completion with approved documentation submitted (grades, transcripts, receipts, etc.).
- At the discretion of the Human Resources department, payment for professional development and/or coursework may be made at the time of registration.
- Staff members that are not in a full-time position will have benefits prorated to their equivalent FTE.

Reimbursement and payment of a staff member's tuition/professional development expense is made on the condition the staff member will continue to work for District 95 for at least the school year following completion of the approved coursework/professional development. Therefore, at the time the training/coursework is approved, the staff member shall sign an agreement promising to repay the District and authorizing deductions from final salary, if necessary, in the event he/she fails to perform at least one (1) school year of additional service to District 95 following completion of the approved course/professional development.

Section 4. Long Term/Short Term Disability

The District will provide Long Term Disability Insurance – A benefit providing the lesser of 60% basic monthly earnings or \$6,000 per month.

Article X – Complete Agreement

Section 1. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

Section 2. Board Policy

If Board policy is inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail. The Board shall post online a copy of its policy manual and shall notify the Association of any revised policies as soon as possible after their adoption.

Section 3. Contract Distribution

Within thirty (30) calendar days of ratification of the Agreement the Association shall have each Association member respond to a survey to request a printed copy of the agreement. If requested the staff member will be provided only one printed copy for the duration of the contract. The cost of such materials and their preparation shall be shared equally by the Board and the Association. Electronic copies of the agreement will be available on the district website.

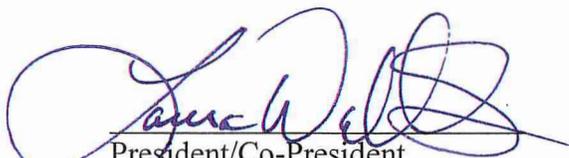
Article XI – Duration and Acceptance of Agreement

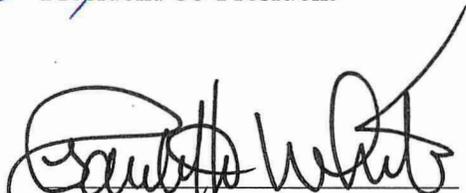
This Agreement shall be effective as of **July 1, 2025** and shall continue in effect through the end of the day **June 30, 2027**. However, should negotiations for a successor Agreement continue beyond the termination date stated above, the terms and conditions of this Agreement shall remain in force and effect until such negotiations result in a ratified Agreement between parties or either party notifies the other that it wishes to terminate the terms and conditions of this Agreement.

This Agreement is signed this 19th day of November, 2025.

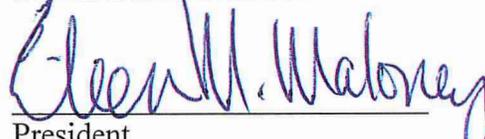
IN WITNESS WHEREOF:

For the District No. 95 Education
Support Professionals Association:


President/Co-President


Secretary

For the Board of Education of
Lake Zurich Community Unit
School District No. 95:


President


Secretary