

COMMUNITY CONSOLIDATED SCHOOL DISTRICT 59
Arlington Heights, Illinois



COLLECTIVE BARGAINING AGREEMENT

EDUCATION SUPPORT PROFESSIONALS
(ESP)

2013 - 2017

DISTRICT 59 EDUCATION ASSOCIATION AFFILIATED WITH ILLINOIS
EDUCATION ASSOCIATION

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ARTICLE I - RECOGNITION

- 1.1 The Board of Education of Community Consolidated School District 59, hereinafter referred to as the "Board" recognizes the District 59 Education Association, affiliated with the Illinois Education Association and the National Education Association, hereinafter referred to as the "Association", as the sole and exclusive bargaining agent for all full and part-time secretarial, clerical, teaching assistants, and bilingual tutors, hereinafter referred to as "employees", except the executive secretaries to the Superintendent, Assistant Superintendent for Instruction, Assistant Superintendent for Human Resources, Business Manager; also the Purchasing Agent, Accounting Supervisor, Accountant Analyst, Transportation/Student Attendance Coordinator and Systems Operator.
- 1.2 The Board agrees not to negotiate or to consult with any other employees' organization, individual employee, or group of employees as defined in 1.1 above, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

ARTICLE II - EMPLOYEE AND ASSOCIATION RIGHTS

2.1 NONDISCRIMINATION

The Board will continue not to discriminate with regard to race, age, color, sex, creed, or handicap.

2.2 RIGHT TO ORGANIZE

Employees shall have the right to organize, join, and assist the Association and to participate in professional negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, terms, and conditions of employment for reasons of her/his membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, proceeding under this Agreement.

2.3 RIGHT OF REPRESENTATION

When an employee is required to appear before the Board or the administration concerning any matter, which could adversely affect her/his employment, her/his position, or her/his salary, the employee shall be entitled to have a representative of the Association present. Further, when an employee is required to appear before the Board, she/he shall be advised in writing of the reasons for the requirement. This procedure shall not apply to employee evaluation conferences nor is it to be construed as to include any informal or impromptu meetings and/or conversations relative to normal daily performance.

2.4 PERSONNEL FILE

Each employee shall have the right, upon request, to review the contents of her/his personnel file and to place therein written reaction to any of its contents. The employee shall also be notified within 24 hours of any item to be placed within the personnel file.

2.5 ASSOCIATION MEETING

The Association shall have the right to hold general membership and executive meetings on school District property provided such meetings in no way interfere with the instructional program and provided that such meetings entail no additional maintenance or custodial expense.

2.6 DUES DEDUCTION

The Board shall deduct from the pay of each employee, current membership dues of the Association provided that at the time of such deduction there is in possession of the Board a written authorization for continuing dues deduction voluntarily executed by the employee. The Association shall annually on or before September 1 certify in writing to the Board the annual dues for the school year. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct membership dues beginning with the first pay in November, in 15 equal installments, and remit the amount promptly to the Treasurer of the Association. A final listing of employees and their appropriate deductions shall be submitted to the payroll department no later than October 15 of the current school year. For employees employed after commencement of the school term, dues shall be deducted beginning the first pay received but no sooner than the first pay in November.

The authorization for dues deduction shall provide that any member who leaves the District without completing her/his payments shall have the unpaid balance deducted from the last paycheck. This shall be explained in writing by the Association to all employees so choosing to become members.

2.7 FAIR SHARE

A. It is recognized that the negotiation and administration of this Agreement results in expenses, which are appropriately shared by all Education Support Professionals. To this end, effective July 1, 2010, if an Education Support Professional does not join the Association within 30 days of the above date or commencement of his/her duties such ESP staff member will:

1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration as determined by the IEA under the rules established by the IELRB.
2. Pay directly to the Association a like sum.

B. In the event that the Education Support Professional does not execute an authorization or does not pay her/his fair share fee directly to the Association by thirty (30) days following the commencement of employment of the Education Support Professional or the effective date of this Agreement, whichever is later, the Board shall deduct, upon notification to the payroll department by the Association, the fair share fee in equal payments from the regular salary check of the Education Support Professional as per

the regularly scheduled dues deduction plan. Such fee shall be paid to the Association by the Board no later than ten days following deduction.

- C. The parties expressly recognize the rights of non-members based upon their bona fide religious tenets or teachings of a church or religious body as provided for in Section XI of the Illinois Education Labor Relations Act.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board notifies the Association promptly in writing and permits the Association to intervene as a party if it so desires.
 - 2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Association shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Article, or in reliance of any list, notice, certification, affidavit, or assignment furnished under any of such provisions.

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 willful misconduct, by the Board.

2.8 PERSONAL AND PRIVATE LIFE

The private and personal life of employees is not within the appropriate concern of the Board unless it affects the employee's job performance.

ARTICLE III - EMPLOYMENT CONDITIONS

3.1 WORK YEAR

The work year for Education Support Professional employees shall be either on the traditional school term, balanced school term, or 12-month basis. Education Support Professional staff working the traditional or balanced calendars will follow the same breaks and/or inter-sessions as the students.

The number of paid days will vary depending on the length of the school year, the number of holidays, and the vacation days to which an employee is entitled.

The yearly beginning and ending times are as follows for each category:

- A. Administrative Assistants (Levels I – V) Full Year: Begin July 1 and end June 30.
- B. Administrative Assistants (Levels III & IV) School Year: Begin three weeks prior to the first day of student attendance and end one week after the last day of student attendance.
- C. Administrative Assistants (Levels I & II) School Year: Begin three days after 10-month Administrative Assistants and end three days after the last day of student attendance.
- D. Instructional (Teaching Assistants) School Year: Begin with certified staff and end on the last day of student attendance.

During the scheduled times of Goal Setting and Portfolio Sharing sessions, Teaching Assistants will be required to work $\frac{1}{2}$ of their regular Friday hours on either the Wednesday or Thursday of these sessions and will work with their principal to formalize their individual schedules.

- E. Specialist (Technology Assistants) School Year: In the 2013/14 School Year: Begin five days prior to certified staff and end two days after the last day of student attendance. In the remaining contractual years, individual Employment Notifications will stipulate start and end dates.
- F. Specialist (Registered Nurses) School Year: Begin two days prior to certified staff and end one day after the last day of student attendance.

3.2 WORK WEEK

Notice will specifically define each employee's workweek. The employee's normal week shall not exceed 40 hours per week or eight hours per day. When school is not in session, 12-month employees may be dismissed one hour earlier on Friday by rearranging their work schedule to meet the required minimum hours with prior approval of their supervisor.

3.3 BREAKS

Employees working six to eight hours per day shall have two 15-minute breaks. Employees working less than six hours per day shall have one 15-minute break. During the time that school is not in session, if any employee elects not to take her/his breaks during the work day, she/he shall be dismissed one-half hour earlier without loss of pay subject to the approval of the building principal or immediate supervisor. Employees working over four hours per day shall have a 30 minute duty free lunch and shall be exclusive of travel time.

The District and Association acknowledge the desirability of teaching assistants who work with special needs students being able to take their lunch on occasion with other staff. Subject to IEP limitations, the District will make reasonable efforts to schedule teacher assistants so that they can have at least two lunches per week with other staff.

3.4 SUMMER SCHOOL

District employees shall be given first consideration when hiring Education Support Professional personnel.

The rate of pay for summer school employees shall remain the same as that paid during the current school year or the summer school rate; whichever is higher, if the employee works the same position.

3.5 PUPIL VACATION DAYS

School assigned employees will not work, nor be paid for pupil vacation days as designated on the annual school calendar, except as required in the Notification of Employment.

3.6 EXTREME WEATHER CONDITIONS

If school is officially closed because of an emergency situation, employees who are regularly scheduled to work, will not be required to report to work, and will be paid for that day. If the District establishes a make-up day for such an emergency situation, the employees shall work the make-up day. Employees who began working for the District prior to July 1, 2008 will be compensated for the make-up day by completing a timesheet. Employees who began working in the District on or after July 1, 2008 will receive no additional compensation for the make-up day.

If school is in session during bad weather (heavy snow in particular), it is the employee's responsibility to get to work. However, if it is actually impossible to do so, the employee may use her/his days of personal business, vacation or floating holiday to be paid during this absence.

3.7 PROFESSIONAL DEVELOPMENT & TRAINING

The District recognizes that Professional Development and Training, aligned to District and school goals, of ESP employees, can provide a mutual benefit for the District, the employees, and the students.

If at all possible, District workshops will be held during an employee's contractual year. If circumstances necessitate a workshop outside of the employee's contractual year, the District may call for specific employees to attend. As much advance notice will be given as possible, but no less than 2 weeks. If an employee is unable to attend, a request to not attend that workshop stating reasons for the request will be submitted to HR. The request will not be unreasonably denied.

If an employee is required to attend any training sessions, such sessions shall be ordinarily conducted during the regular work week and the employee shall be compensated for any expenses so incurred. Employees required to attend training sessions conducted outside the confines of the regular workweek (over 40 hours) will be compensated at time and one-half. Any tuition fees associated with a training session will be paid by District 59.

Education Support Professionals may request to be sent to activities advancing their professional growth, subject to approval by their Principal or other supervisor, and they will be reimbursed for expenses incurred based on District procedures.

New Education Support Professionals and current Education Support Professionals changing job categories are entitled to participate in the District mentoring program as long as the program continues in the District.

3.8 DUTY RELATED INJURY

If an employee is injured in an accident in connection with employment, she/he shall report the accident immediately to the immediate supervisor. The supervisor shall advise the employee to obtain proper medical attention. The employee shall cooperate in the processing of any forms for the Illinois Municipal Retirement Fund or Workmen's Compensation.

Employees shall receive full pay for work absence arising from injury incurred while in the course of employment without deduction from accumulated sick leave for the first 90 days of such absence, provided that the amounts so paid shall be reduced by the sums paid to the employee under Illinois Municipal Retirement Fund or Workmen's Compensation disability payments. The employee shall notify the Assistant Superintendent for Human Resources of the status of the injury on a weekly basis and shall process all forms reasonably requested.

3.9 DISPENSING OF MEDICATION AND FIRST AID

The administration shall make known to every employee the policies and procedures for the dispensation of medication and first aid. The Board shall provide adequate insurance for employees to protect against personal liability or lawsuit resulting from assigned responsibilities.

3.10 SUBSTITUTING

- A. An employee that does not have a valid teaching or substitute certificate shall not be assigned to substitute for any absent teacher nor be requested to perform any duties prohibited by the Illinois Office of Education Rules and Regulations for the Utilization of Teaching Assistants and Other Non-Certificated Personnel.
- B. If an employee has a valid teaching or substitute certificate and is requested to perform any duties prohibited by the preceding paragraph, it shall be strictly voluntary and the employee shall be compensated at the substitute rate of pay or the ESP rate, whichever is higher.

ARTICLE IV - EMPLOYMENT PRACTICES

4.1 PROBATIONARY PERIOD

A new employee shall be termed a "probationary" employee. The probationary period shall consist of 90 scheduled workdays. During the course of the probationary period, two New Hire Evaluations will take place by the 45th and 90th days of employment. While a recommendation for continued employment is included in the New Hire Evaluation, a probationary employee

may be discharged without recourse at any time prior to the end of the probationary period. Having passed the probationary period and having become a regular employee, such an employee shall be considered a continuing employee unless the employee resigns by giving two weeks written notice prior to the final day of work or unless the employee is terminated or released in accordance with the provisions of this Agreement. The discharge of a probationary employee shall not be subject to the provisions of the grievance procedure of this Agreement. The DEA Executive Board will be notified of the release of any probationary staff member in a timely manner.

4.2 EMPLOYEE EVALUATION – The current evaluation system will be reviewed and updated during the 2013/14 school year, with implementation in the 2014/15 school year. A committee made up of DEA and District staff will complete this process.

- A. Realizing employee performance may change over a period of time and the quality of service need periodic review, the following procedures will be followed for rating an employee's performance: biennially prior to the end of March, unless a need arises to review more frequently. The employee's immediate supervisor will complete and submit employee performance reports concerning the personnel under her/his supervision. Said report will be filed with the Assistant Superintendent for Human Resources.
- B. Initial substandard evaluation shall not be cause for dismissal. The evaluator shall make written suggestions, if such are possible and appropriate, for improvement for all Education Support Professional personnel receiving substandard evaluations. Each employee shall be given adequate time for improvement.
- C. In the event an employee feels the formal written evaluation was incomplete or unjust, she/he may put in writing the objections and have them attached to the evaluation report to be placed in her/his personnel file.
- D. In order to maintain a quality Professional Development Evaluation Plan for Education Support Professionals, a committee comprised of Association and Administration members shall periodically (every 3-5 years) review the plan. The Committee will gather all information necessary to recommend options and/or changes to the Professional Development Evaluation Plan for approval by the Board of Education and the Teacher Association. The Administration and the Association will jointly agree upon the number of Committee representatives.

4.3 EMPLOYEE TERMINATION

No employee who has successfully passed the probationary period may be dismissed or otherwise disciplined except for a just cause. Moreover, the Board may not dismiss any employee for reasons relating to the employee's competence or job performance unless:

- A. The immediate supervisor has complied fully with 4.2, Employee Evaluation.
- B. The Assistant Superintendent for Human Resources, prior to the issuance of a written notice of termination, has a conference with the employee and gives reasonable written warning, specifically identifying the behavior(s) which, if not remediated, could be the basis for termination and provides for a specific period of remediation.

- C. If remediation does not occur and the employee is terminated the notice of termination shall provide a bill of particulars if requested by the employee.

If an employee requests a review of her/his termination the review shall be made through the grievance procedure. Within 30 days after receipt of the bill of particulars, the employee shall file a written notification with the Board of Education of intent to grieve the termination.

4.4 EMPLOYEE RESIGNATION

Should an employee elect to resign from the District, a notice to the employee's supervisor shall be given two weeks before the effective date of the resignation. Failure to provide two weeks notice may be noted in the employee's personnel file and future references, unless under emergency conditions. All termination procedures must be completed prior to the issuance of the final paycheck.

4.5 HIRING PRACTICES

The Administration and Association shall meet annually upon request of either party to review positions and starting salaries of new hires to discuss whether job classification should be changed in relationship with the salary schedule.

ARTICLE V - ASSIGNMENTS, TRANSFERS, REDUCTIONS-IN-FORCE

5.1 NOTIFICATION OF ASSIGNMENTS

Prior to the end of the work year, every reasonable effort will be made to notify every employee of the possibility of continued employment for the next work year. Those terminated due to lack of job availability shall receive a letter of honorable dismissal so stating the cause of termination and indicating the option for insurance coverage.

5.2 POSTING OF VACANCIES

All employees shall be notified of any vacancies as they become available during the school term. No position shall be filled on a permanent basis until five workdays following the posting.

All job postings must accurately reflect the nature of the position, whether it is temporary or permanent, and the pay classification, which applies. Jobs posted as temporary must be re-posted should they become a permanent position.

5.3 PROMOTION OR TRANSFER REQUEST PROCEDURE

Should an employee wish to be promoted or transferred, such desire shall be communicated, in writing, to the Assistant Superintendent for Human Resources.

5.4 TRANSFER PROCEDURE

If an employee requests a transfer to another building or position, the request shall be given consideration before the placement of any new hire. When a vacancy occurs, current employees who apply shall be given consideration before the position is filled.

5.5 TRANSFER - REDUCTION-IN-FORCE

If an employee has lost her/his position because of the closure of a building or reduction-in-force, she/he shall be offered a choice of open positions for which she/he is qualified within the same job classification. If there are no open positions for which she/he is qualified and the employee is not the least senior person in her/his job classification, the employee shall be permitted to bump the least senior person in a position for which the individual is qualified within that job classification, or to accept an open position in any other job classification, assuming she/he is qualified for that position. This process shall continue until the number of individuals who are terminated equals the number of positions that were originally eliminated as a result of the reduction in force. Individuals who are terminated through this process shall be placed on a recall list as described in Section 5.9 for the following school term or within one calendar year from the beginning of the following school term following their termination.

5.6 REDUCTION-IN-HOURS

Any involuntary reduction in hours shall be treated as a reduction-in-force. Employees impacted by such reduction in hours shall have the same right to bump and recall as others affected by a reduction-in-force, except that an employee who works less than 30 hours per week (before the hours reduction) may not bump another employee who is working a greater number of hours per week.

If a part-time employee has her/his hours reduced because of reduction-in-force, she/he shall receive full consideration for any other part-time position, which does not conflict with her/his hours before the placement of any new hire.

5.7 PROMOTION TO A TEACHING POSITION

- A. If an employee applies for a teaching position for which she/he is qualified she/he shall be given consideration before the appointment of a new hire.
- B. An employee shall receive one year's credit (maximum five years) on the teachers' salary schedule for every two years of aide experience in District 59.
- C. Any employee who accepts a certified position and is returned to an Education Support Professional position due to a reduction-in-force, shall be given full credit for her/his previous experience within the District including the time the employee held a certified position.

5.8 REDUCTION-IN-FORCE

- A. When, in the judgment of the Board of Education, decline in enrollment or any other reason requires reduction in Education Support Professionals, the Administration shall attempt to accomplish same by attrition. However, if an Education Support

Professional is removed or dismissed or the hours he or she works are reduced as a result of a decision of the Board of Education, written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested, or personal delivery with receipt, at least 30 days before the employee is removed or dismissed or the hours he or she works are reduced, together with a statement of honorable dismissal and the reason therefore if applicable.

- B. However, if a reduction in hours is due to an unforeseen change in the requirements of the population, then the written notice must be mailed and given the employee at least 5 days before the hours are reduced.
- C. In the event a necessary reduction-in-force cannot be adequately accomplished by attrition, the employee with the shorter length of continuing service with the District, within their respective classification, shall be dismissed first. If the District decides to eliminate a position which is not held by the least senior person in the classification, then the procedure described in Section 5.6 and 5.7 above shall be applied so that the employee actually dismissed or has her/his hours reduced under this section shall actually be the least senior qualified person in the classification. Prior to the termination or reduction in hours, District and Association representatives shall meet to discuss any specialty and high needs positions exempt from the anticipated reductions and the bumping lines.
- D. Reduction-in-Force shall apply in the following classifications:
 - 1. Administrative Assistant (Levels I & II)
 - 2. Administrative Assistant (Levels III & IV)
 - 3. Administrative Assistant (Level V)
 - 4. Teaching Assistant
 - 5. Technology Assistant
 - 6. Registered Nurse
- E. If during the following school term any vacancies occur for which the employee is qualified, the employee with the greatest seniority shall be recalled first and shall maintain all accumulated sick leave, and shall receive credit for the purpose of placement on the salary schedule and seniority for all previous experience. Recall shall constitute phone contact by the Assistant Superintendent for Human Resources or her/his designee at the last known phone number of the employee. Failure of the employee to respond affirmatively within five employment days shall result in termination of recall rights hereunder.
- F. The Board shall, in consultation with the Association, each year establish a list, categorized by classification, showing the length of continuing service of each Education Support Professional. Copies of the list shall be distributed to the Association on or before February 1 of each year.

- G. Where an Education Support Professional is dismissed by the Board as a result of a decrease in the number of employees or the discontinuance of the employee's job, the employee shall be paid all earned compensation on or before the third business day following his or her last day of employment.

ARTICLE VI - GRIEVANCE PROCEDURE

6.1 A grievance is a complaint that there has been a violation, a misrepresentation or a misapplication of any provision of this Agreement.

6.2 GRIEVANCE PROCEDURE

- A. First Step - An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and her/his immediate supervisor.
- B. Second Step - If the grievance cannot be resolved informally, the aggrieved employee shall file the grievance in writing with the immediate supervisor. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within 20 workdays from the date of the occurrence of the event giving rise to the grievance. The immediate supervisor shall make a decision on the grievance and communicate it in writing to the employee within ten workdays after receipt of the grievance.
- C. Third Step - Within ten workdays after receiving the decision of the immediate supervisor an appeal may be made to the Superintendent. The appeal shall be in writing and shall set forth the act or conditions and the grounds on which the grievance is based. Within ten workdays after the Superintendent has received the grievance, a meeting will be arranged between the employee and the Superintendent with the object of solving the matter formally. Within ten workdays after such meeting the Superintendent shall communicate his decision in writing with supporting reasons to the employee.
- D. Fourth Step - If the Association disagrees with the decision of the Superintendent, it shall notify the Superintendent within 20 work days of the date of receipt of the Association's desire to have the grievance processed to binding arbitration. The impartial arbitrator shall be chosen from a list to be provided to the parties by the American Arbitration Association. The cost of the arbitration shall be shared equally by the Association and the Board. Every effort will be made to process grievances and conduct arbitration during non-school hours. If, however, it is mutually agreed to hold meetings during school hours when substitutes are needed, both parties will share the cost of substitutes needed.
- E. Time limits stated in the grievance procedure may be waived by mutual consent of the parties to the contract.

6.3 GRIEVANCE REPRESENTATIVE

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

6.4 CLASS GRIEVANCE

Class grievances involving one or more employees or one or more supervisors and dismissal grievances may be initially filed by the Association at Step 3.

ARTICLE VII - LEAVES

7.1 PERSONAL BUSINESS

Personal business days are granted to personnel for the specific purpose of conducting business which cannot reasonably be accomplished outside of school hours and which requires the employee to be present. Violation by the employee of the intent of this article will result in loss of pay and may provide grounds for dismissal.

Personal business days may not be used to extend holidays or vacations. Attendance at conferences, professional meetings, and the like is not personal business.

Education Support Professional personnel hired after June 30, 1998, with two continuous years of employment will be eligible for three days of personal business to be deducted from sick leave. Employees with less than two continuous years of service will be eligible for one day of personal business to be deducted from sick leave. Personnel desiring personal business must present their request to their principal or supervisor at least one week prior to the requested day, except in an emergency situation.

Education Support Professional personnel hired prior to July 1, 1998, with two continuous years of employment, will be eligible for four days of personal business, three of which will be deducted from sick leave and one non-deductible. If the one non-deductible day is not used, it will be added to the employee's sick leave allocation for the next school term. Employees with less than two continuous years of service will be eligible for one day of personal business to be deducted from sick leave. Personnel desiring personal business must present their request to their principal or supervisor at least one week prior to the requested day, except in an emergency situation.

7.2 SICK LEAVE

- A. Employees who work four hours or more per day with two or more continuous years of service are entitled to sick leave earned at the rate of 14 days per year. Employees who work four hours or more per day with less than two years of continuous service will receive 12 days per year. Sick leave, which has accumulated in excess of 240 days, shall be lost at the end of any school year at which the limit is exceeded.

Sick leave will be granted in advance up to 14 (12) days; however, should an employee terminate before her/his earned sick days equal her/his actual sick days, such days will be deducted from her/his final check.

- B. According to School Code 105 ILCS 5/24-6, the District may request a medical report from a licensed medical provider to verify a lengthy (more than 3 days) or unusual illness to insure that the employee has sufficiently recovered to return to work.
- C. Sick Leave shall be defined as:
 - 1. Care for the employee's own physical or mental illness, or injury or medical condition, or professional medical diagnosis.
 - 2. Care for the employee's family member who is suffering from a physical or mental illness, or injury or medical condition, or professional medical diagnosis.
 - 3. To attend a medical appointment for himself or herself or for that of the employee's family member.
 - 4. Birth or adoption

Family member shall be defined as a child, spouse, parent or parent-in-law of the employee, or a person with whom the employee has resided in the same household for 6 months or longer.

Violation by an ESP staff member of the intent of this article will result in loss of pay and may be grounds for dismissal.

- D. Employees must call their supervisor every day if the illness is brief, or if the illness is extended or involves a hospital stay, the supervisor should be advised by frequent calls concerning convalescence.
- E. Sick leave must be deducted on an hourly basis in the event of partial absence.
- F. In the case of extended illness, earned vacation time may, at the employee's option, be substituted for sick leave.
- G. In the case of disability, IMRF benefits may be available if an employee has contributed to the fund for at least one year. For further information, contact the Human Resources.
- H. During the time an employee is authorized to be absent from work and is on full pay status, all fringe benefits continue in full force.

7.3 SICK LEAVE BANK

- A. The Board of Education in cooperation with the District 59 Education Association, has established a Sick Leave Bank. Sick Bank procedures were not bargained but are appended to this Agreement for the convenience of the Association members.

7.4 JURY DUTY

An employee called for jury duty shall be granted special leave to fulfill such duty and shall receive regular salary during this time.

7.5 BEREAVEMENT LEAVE

Up to three days leave of absence may be granted for bereavement in case of death in the immediate family. These absences will not be deducted from sick leave. Additional days may be deducted from sick leave if more time is needed. The immediate family is as defined by the State School Code. In the case of an employee who has not accumulated any sick leave, advance leave may be granted if recommended by the employee's immediate supervisor.

When in cases of undue hardship and/or for religious reasons, additional days are needed as a result of death in the immediate family such additional days may be granted at the discretion of the administration.

7.6 LEAVE OF ABSENCE WITHOUT PAY

Special leave of absence without pay (and without loss of seniority, status, appointment, or accrued benefits) may be approved and granted by the Assistant Superintendent for Human Resources, provided that such a request for leave is substantiated by good cause. Such leaves may not be granted for an aggregate period of more than 30 days in any one three year period of employee services.

7.7 PARENTAL LEAVE

Parental leaves shall be for a maximum of 12 months. A person on parental leave shall declare her/his intentions to return in writing to the Assistant Superintendent for Human Resources a minimum of 60 days prior to the expiration of the leave. Upon returning, the employee shall be reinstated at the salary step in the range most comparable to the position held before the leave was taken and shall be reinstated in the same or like position.

Employees returning from a parental leave of absence or a leave of absence without pay shall maintain their accrued seniority, accumulated sick leave and be afforded full previous experience on the salary schedule.

7.8 ASSOCIATION LEAVE

A request to the Administration may be submitted for a reasonable number of leave days for Association business. The Association shall reimburse the District for the full cost of such leave time. Save in emergency situations, one-week advance notice shall be provided to the Assistant Superintendent for Human Resources.

ARTICLE VIII - SALARY AND FRINGE BENEFITS

8.1 The Salary Schedules, as per Appendix A, are included within this Agreement.

8.2 SALARY PROGRESSION

The employee's progression on the salary schedule is determined by the date of employment.

For school employees - people hired during the first semester will be given the full year's credit. People hired during the second semester will be given no credit for the year for progression.

For 12-month employees - people hired prior to the first of January will receive credit for the full year. People hired the first of January or after will receive no credit for the year for progression purposes.

8.3 PRIOR WORK EXPERIENCE

If a new full-time employee has been a part-time employee working four hours or more per day and/or 20 hours per week or a temporary employee in District 59, she/he shall receive appropriate credit on the salary schedule for each year of said experience. No current employees to be affected.

8.4 RECLASSIFICATION

If an employee feels that the position for which she/he is presently employed is no longer properly classified, the employee may request re-study of the position by the Assistant Superintendent for Human Resources.

8.5 SALARY SCHEDULE

Should an employee be promoted or transferred to a higher job classification at the beginning of a new contract year, the move shall be a lateral one, plus the natural progression in the steps on the wage schedule.

Should an employee be promoted or transferred to a higher job classification during the contractual year, the move shall be a lateral one only.

Employees who work their assigned job beyond their regular contract year shall be paid at their regular hourly rate. Employees accepting temporary positions during the summer shall be paid at the salary rate of pay indicated at Step 1 of Level 1.

A retired employee may be recalled for a temporary assignment provided that she/he shall be remunerated at no less than the same rate of pay received at the time of retirement provided the new position is similar in responsibility to that held previously.

Employees may only be required to perform lunch hour supervision during non-contract hours. Such duty shall be paid at the regular lunch supervisor's rate.

If an employee replaces a person in a higher position on a temporary basis, the increased rate of pay shall begin on the sixth day and continue with each successive day thereafter until the duration of the assignment. This shall not obligate the Board to assign replacements for employees during their vacation periods.

8.6 PAYDAYS

A. 10 month traditional calendar Education Support Professionals may choose either a 22 or 26 pay option. Selection must occur at the onset of employment or in April of the

current school year. The 22-pay option is not available for Education Support Professionals who work a balanced calendar. Employees working less than four (4) hours per day will complete timesheets on a bi-weekly basis and not have access to the 22 or 26 pay option.

- B. Periodically it may be necessary to adjust the pay date schedule to maintain pay dates within contract beginning and ending dates.
- C. Effective with the 2009-10 contract year, 10-month secretary, 26-pay option, pay shall move to the same pay schedule as their 10-month Administrator (Traditional or Balanced Calendar) schedule.
- D. An employee's regular annual pay for their position shall be calculated by multiplying the employee's hourly rate times the contracted number of hours per day times the number of contract days (i.e. hourly rate x hours x days worked). This total amount is then divided by the number of pay periods (22 or 26) chosen by the employee.

8.7 TRAVEL REIMBURSEMENT

Any employee who has to travel to a different assignment during the regular workday shall be paid the existing mileage reimbursement rate.

8.8 OVERTIME / EXTRA PAY / COMPENSATORY TIME

In alignment with the Fair Labor Standards Act (FLSA), non-exempt ESP employees will be compensated for any additional time worked outside of their regularly established work schedule. In lieu of overtime or extra pay compensation, non-exempt employees may receive compensatory time-off. Non-exempt ESP staff shall not work additional hours or receive compensatory time without the express approval of their supervisor.

Please refer to Board Policy 5:35 (Compliance with the Fair Labor Standards Act) & 5:310 (Compensatory Time-Off) and their accompanying regulations for guidance.

- A. Overtime, in excess of 40 hours, will be paid at one and one-half times the regular rate of pay.
- B. Any additional time worked under 40 hours (extra pay) will be compensated at the individual's regular rate of pay.
- C. Paid holidays, approved sick leave, personal business, vacation, bereavement and jury duty days shall be included as regular time for purposes of computing eligibility for overtime.
- D. If an employee whose normal workweek is Monday through Friday is called in to work weekends or on a holiday, she/he shall be guaranteed a minimum call time of two hours.
- E. When an employee has met the conditions described in Section A, for a normal work week (i.e., Monday through Friday), the overtime rate for the sixth continuous day (usually Saturday), or under the conditions in Section A, shall be time and one-half. For the seventh continuous day (usually Sunday), the rate shall be double time.

F. If an employee working a normal work week described above is called into work on a holiday as described in Section 8.10, the rate of pay shall be double time.

8.9 PAY FOR UNUSED VACATION DAYS

Checks for unused vacation for ten (10) month employees will be issued on the last paycheck in June. In the event employment is terminated, the employee is entitled to earned vacation days.

Ten-month employees shall receive a check on the last paycheck in June covering all unused vacation days, if such should occur. These days need not be used during the school year, but if they are, they shall be taken on days when the children are not present. The employee's immediate supervisor has the authority to permit these days to be taken when school is in session and the children are present, should the circumstances warrant.

Ten (10) and twelve (12) month Education Support Professionals accessing retirement benefit 8.17, have the option to include unused, earned, vacation in the salary calculation for their final 12 months of employment, not to exceed their allocation and/or carryover limitation. The employee must provide the District with information regarding the application of vacation time to their salary calculation in accordance with the timeline and other procedures outlined in item 8.17. An employee's final paycheck will be adjusted for any used vacation for which the employee has previously received payment.

8.10 HOLIDAYS AND VACATION DAYS

Holidays shall be established by the Board of Education as part of its school calendar. Ten (10) month employees working 20 hours or more shall receive 12 holidays per year. Twelve (12) month employees shall receive 15 holidays per year. If the Board establishes fewer holidays, employees shall receive the difference in paid days at the end of the school year, except that paid days may be taken as floating holidays when certified staff are not working.

In order to qualify for holiday pay, an employee must work the day immediately preceding and following the holiday(s), except in those cases where she/he is out ill or for approved personal business or approved vacation days.

Ten (10) and twelve (12) month Education Support Professionals accessing retirement benefit 8.17, have the option to include pay for unused, earned, floating holidays in the salary calculation for their final 12 months of employment. An employee's final paycheck will be adjusted for any used floating holidays for which the employee has previously received payment.

8.11 DAY BEFORE A HOLIDAY

Employees working 30 or more hours per week shall be dismissed one hour early without loss of pay, on the day before those holidays on which the students are dismissed one hour early, provided there is no disruption to the school program.

8.12 VACATION LEAVE

A. 12-MONTH EMPLOYEES

Vacation leave cannot be accumulated beyond 10 working days. Carry-over of vacation must receive prior approval of the immediate supervisor. Cash settlements will not be paid for earned but unused vacation leave in excess of 23 days upon termination. Persons employed prior to January 1, shall receive credit for accumulated vacation purposes for the year.

12 - month employees shall receive ten working days of vacation after one year of service. The schedule below shows the number of vacation days to be received during each year of continuous employment.

Year of Employment	Vacation Days	Year of Employment	Vacation Days
1	0	8	17
2	10	9	18
3	10	10	19
4	11	11	20
5	15	12	21
6	15	13	22
7	16	14	23

B. 10-MONTH EMPLOYEES

Employees hired prior to July 1, 1998, working four hours or more per day shall receive five working days of vacation after one school year of service. Employees hired after June 30, 1998 will not receive vacation days.

The schedule below shows the number of vacation days during each year of continuous service for eligible employees hired prior to July 1, 1998.

Year of Employment	Vacation Days	Year of Employment	Vacation Days
1	0	7	11
2	5	8	12
3	5	9	13
4	6	10	14
5	7	11	15
6	10		

1. All vacation leave provisions are prorated in accordance with the employment date of each Education Support Professional.
2. All employees hired during the first semester will be given a full year's credit for the purpose of computing vacation days.

3. Vacation leave shall be taken when children are not in the building, with the approval of the supervisor and/or principal.
4. Vacation leave cannot be accumulated beyond 15 working days without the approval of the immediate supervisor, unless the employee accepts a 12-month position.
5. In the event employment is terminated the employee is entitled to all earned vacation days to a maximum of 15.

8.13 MEDICAL & DENTAL INSURANCE BENEFITS

- A. The Board agrees to make available to all employees working at least six hours a day and 30 hours or more per week, as defined by the Notification of Employment, a District plan of medical & dental insurance, with the Board contributing 96% of the cost for any employee accessing single coverage only. In addition, the Board will contribute 50% (65% for all employees hired prior to July 1, 1988) of the dependents' coverage, the employee paying the other 50% (35% for employees hired prior to July 1, 1988) of dependent's coverage, through a payroll deduction. The dependents' coverage is optional at the employee's discretion.

The impact of the annual percentage increases, related to the Threshold calculations, on employee contributions are the same as outlined in the Certified Negotiated Agreement.

- B. All employees working four or more hours per day and 20 hours per week but less than six hours a day and 30 hours per week will be provided the option to participate in group medical & dental insurance with the Board contributing 80% for an employee accessing single coverage only. In addition, the Board will contribute 33% of the dependents' coverage, the employee paying the other 67% of dependent's coverage, through a payroll deduction.

An employee working less than four hours a day, or less than 20 hours per week may participate in the group hospitalization and accident insurance by paying the full cost of employee and/or dependent coverage.

- C. For those employees working less than 12 months, coverage will be maintained during summer non-employment periods.

8.14 LIFE INSURANCE

The Board agrees to make available to all employees working four hours or more per day, and 20 or more hours per week, a life insurance policy of \$45,000. The cost of this policy will be borne by the Board.

8.15 PHYSICAL EXAMINATIONS

A biennial physical examination will be made available to all employees age 40 and over who are working four hours per day and 20 hours or more per week. Fifty percent of the cost for the physical examination, not to exceed \$75, will be paid by the Board

8.16 PERSONAL LIABILITY

The Board shall provide adequate insurance for employees to protect against personal liability or lawsuit resulting from assigned responsibilities.

8.17 RETIREMENT BENEFIT

If an employee working 30 or more hours per week elects to retire as per the provisions of the Illinois Municipal Fund, the Board will provide the following:

- A. With at least 45 calendar days notification prior to the final twelve (12) months of employment before retirement, the District shall pay ten (10) month employees who worked thirty (30) hours or more a week with at least fifteen (15) years of consecutive service from their hire date with the District and are retiring into IMRF, a retirement bonus equal to \$200.00 for each year of service with the District. Twelve (12) month employees who meet the same criteria shall receive a retirement bonus equal to \$225.00 for each year of service with the District. The retirement bonus will be paid in equal amounts as part of the employee's final twelve (12) months of employment. For purposes of calculating years of service, employees who meet the consecutive service requirement, will receive a ½ year of service credit for full years in which they worked more than 20 but less than 30 hours per week.

Staff accessing this benefit in the first year of the contract, have thirty (30) calendar days from the time of final approval of the negotiated agreement to provide the District with notice of their intent to retire.

The parties agree that this provision will sunset on June 30, 2017. Only employees who retire by that date, or submit by that date, an irrevocable notice of retirement to take effect no later than June 30, 2018, shall be eligible for this benefit.

- B. Employees, who retire from the District, may purchase health insurance at their own expense at the District cost, until they become Medicare eligible.

8.18 BENEFIT PLANS AT EMPLOYEE EXPENSE

The District agrees to offer long-term disability and Section 125 medical expense plans as long as the total cost of both programs is picked up by the employee. The Insurance committee will be assigned the task of developing guidelines and procedures.

ARTICLE IX - NEGOTIATED PROCEDURES

9.1 STARTING DATE FOR NEGOTIATIONS

The parties agree that their duly designated representatives shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin no later than March 15.

9.2 MEDIATION

If agreement is not reached on all items within 90 days or more from the commencement of negotiations, either party may declare to the other in writing that an impasse exists and call for a mediator. A written request for mediation by one party shall be considered a joint request for mediation, and the other party shall join in the request.

9.3 IMPASS

When an impasse has been declared, the Federal Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately. The mediator shall have no authority to publicly recommend a settlement or issue any public statement of any kind regarding negotiations.

ARTICLE X - EFFECT OF AGREEMENT

10.1 STRIKE CLAUSE

It is hereby agreed that no Education Support Professional nor any organization of employees nor any person acting on behalf of an employee organization shall engage in or encourage or support any strike, slowdown, or other concerted refusal to render uninterrupted services in District 59. The Association hereby agrees not to engage in, encourage, or support any cessation of work, slowdown, or other concerted refusal to render uninterrupted services in the school District or to engage in or support any activity, which disrupts operation of the District 59 schools.

10.2 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

10.3 SAVINGS CLAUSE

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


10.4 TERM OF AGREEMENT

This Agreement shall be effective from July 1, 2013 and shall continue in effect until June 30, 2017.

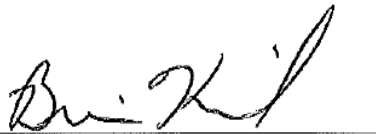
This Agreement is signed this July 15, 2013.

For the District 59 Education
Association-Education
Support Professionals

For the Board of Education
School District 59



President



President

DATE 7/15/13

7-15-13

NEGOTIATION TEAM FOR DISTRICT 59 AND THE DISTRICT EDUCATION ASSOCIATION

Eydie Cohen
Rose Kelly
Lynn Turk

Ruth Gloede
Tom Luedloff

SALARY SCHEDULE IMPLEMENTATION

Effective July 1, 2013, the Salary Schedule was revised to include the following:

- Salary Schedule changed to reflect 15 steps. Steps 12-15 are at 2.5%
- All ESP's currently on Steps 1 through 11 will progress through the steps through Step 15 and then begin Longevity. All ESP's currently receiving Longevity will maintain their Longevity and continue to progress through the steps.
- All teaching assistants will now be grouped together and defined as "Instructional";
- Technology Assistant and Registered Nurse will be defined as "Specialist";
- Clerical and Administrative Secretary will now be defined as "Administrative Assistant" with levels I, II, III, IV, and V;
 - Level I will reflect current clerical positions
 - Level II will reflect the current "School Assistant Secretary" positions
 - Level III will reflect the current 12-month and 10-Month Secretary positions
 - Level IV will reflect future positions requiring advanced skills necessary to support an Assistant Superintendent, a building principal, department director, or as otherwise defined.
 - Level V will reflect future positions requiring advanced technical skills necessary for that particular position.

Positions falling into Levels IV and V will be defined through a collaborative process between the District and DEA and be implemented in the 2014/15 school year.

Instructional Category

All Teaching Assistants must now meet the State of Illinois qualifications; therefore all Teaching Assistants will be grouped under one category. Current Teaching assistants who, in the previous contract, were Lane 4 will now be placed in the Instructional category and will move laterally on the same step they held in Lane 4. They will then progress through the steps of the Instructional Category in each successive contract year. Current Teaching Assistants, who, in the previous contract, were Lane 5, will be placed in the Instructional category and will continue to move through the progression of steps.

Administrative Assistant Category

All Assistant School Secretaries will be moved to Administrative Assistant Level II. All School Assistant Secretaries will now work a minimum of 6.5 hours daily. The 6.5 hour requirement is to cover the hours that school is in session. Any School Assistant Secretary who currently works more than 6.5 hours will maintain their current hours unless that building's requirements necessitate a reduction in such hours.

All 10 and 12 Month Secretaries will be moved to Administrative Assistant Level III. They will then progress through the steps of the Administrative Assistant Category III in each successive year. Administrative Assistant positions in Level III will be evaluated during the 2013/14 school year and those positions meeting the criteria will be moved to Levels IV or V, effective with the 2014/15 school year.

Education Support Professional Salary Schedule

2013/14									
Base Increase: 1%									
STEP	Administrative Assistants					Instructional	Specialist		STEP
	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	Teacher Assistant	Technology Assistant	Registered Nurse	
1	\$16.05	\$16.42	\$19.13	\$19.63	\$19.88	\$16.99	\$17.49	\$22.85	1
2	\$16.54	\$16.94	\$19.73	\$20.23	\$20.48	\$17.51	\$18.04	\$23.55	2
3	\$17.06	\$17.45	\$20.33	\$20.83	\$21.08	\$18.05	\$18.59	\$24.28	3
4	\$17.58	\$18.00	\$20.97	\$21.47	\$21.72	\$18.61	\$19.17	\$25.03	4
5	\$18.13	\$18.55	\$21.61	\$22.11	\$22.36	\$19.19	\$19.77	\$25.81	5
6	\$18.69	\$19.13	\$22.28	\$22.78	\$23.03	\$19.78	\$20.37	\$26.60	6
7	\$19.26	\$19.72	\$22.97	\$23.47	\$23.72	\$20.39	\$21.01	\$27.43	7
8	\$19.86	\$20.33	\$23.68	\$24.18	\$24.43	\$21.02	\$21.65	\$28.27	8
9	\$20.47	\$20.96	\$24.41	\$24.91	\$25.16	\$21.67	\$22.32	\$29.15	9
10	\$21.11	\$21.60	\$25.17	\$25.67	\$25.92	\$22.34	\$23.02	\$30.05	10
11	\$21.76	\$22.27	\$25.95	\$26.45	\$26.70	\$23.04	\$23.72	\$30.98	11
12	\$22.30	\$22.83	\$26.60	\$27.10	\$27.35	\$23.61	\$24.32	\$31.75	12
13	\$22.86	\$23.40	\$27.26	\$27.76	\$28.01	\$24.20	\$24.93	\$32.55	13
14	\$23.43	\$23.98	\$27.94	\$28.44	\$28.69	\$24.81	\$25.55	\$33.36	14
15	\$24.01	\$24.58	\$28.64	\$29.14	\$29.39	\$25.43	\$26.19	\$34.20	15

Education Support Professional Salary Schedule

2014/15									
Base Increase: 1%									
STEP	Administrative Assistants					Instructional	Specialist		STEP
	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	Teacher Assistant	Technology Assistant	Registered Nurse	
1	\$16.21	\$16.59	\$19.32	\$19.82	\$20.07	\$17.16	\$17.67	\$23.08	1
2	\$16.71	\$17.11	\$19.92	\$20.42	\$20.67	\$17.69	\$18.22	\$23.79	2
3	\$17.23	\$17.63	\$20.53	\$21.03	\$21.28	\$18.23	\$18.78	\$24.52	3
4	\$17.76	\$18.18	\$21.18	\$21.68	\$21.93	\$18.80	\$19.36	\$25.28	4
5	\$18.31	\$18.74	\$21.83	\$22.33	\$22.58	\$19.38	\$19.96	\$26.07	5
6	\$18.87	\$19.32	\$22.50	\$23.00	\$23.25	\$19.97	\$20.58	\$26.87	6
7	\$19.45	\$19.91	\$23.20	\$23.70	\$23.95	\$20.60	\$21.22	\$27.70	7
8	\$20.06	\$20.53	\$23.92	\$24.42	\$24.67	\$21.23	\$21.87	\$28.55	8
9	\$20.68	\$21.17	\$24.66	\$25.16	\$25.41	\$21.89	\$22.54	\$29.44	9
10	\$21.32	\$21.82	\$25.42	\$25.92	\$26.17	\$22.56	\$23.25	\$30.35	10
11	\$21.97	\$22.49	\$26.21	\$26.71	\$26.96	\$23.27	\$23.96	\$31.29	11
12	\$22.52	\$23.06	\$26.86	\$27.36	\$27.61	\$23.85	\$24.56	\$32.07	12
13	\$23.09	\$23.63	\$27.53	\$28.03	\$28.28	\$24.45	\$25.18	\$32.87	13
14	\$23.66	\$24.22	\$28.22	\$28.72	\$28.97	\$25.06	\$25.80	\$33.70	14
15	\$24.25	\$24.83	\$28.93	\$29.43	\$29.68	\$25.68	\$26.45	\$34.54	15

Education Support Professional Salary Schedule

2015/16									
Base Increase: 1%									
STEP	Administrative Assistants					Instructional	Specialist		STEP
	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	Teacher Assistant	Technology Assistant	Registered Nurse	
1	\$16.37	\$16.75	\$19.51	\$20.01	\$20.26	\$17.33	\$17.84	\$23.31	1
2	\$16.88	\$17.28	\$20.12	\$20.62	\$20.87	\$17.87	\$18.40	\$24.02	2
3	\$17.40	\$17.80	\$20.74	\$21.24	\$21.49	\$18.41	\$18.97	\$24.77	3
4	\$17.94	\$18.36	\$21.39	\$21.89	\$22.14	\$18.99	\$19.56	\$25.53	4
5	\$18.49	\$18.93	\$22.05	\$22.55	\$22.80	\$19.58	\$20.16	\$26.33	5
6	\$19.06	\$19.51	\$22.73	\$23.23	\$23.48	\$20.17	\$20.78	\$27.13	6
7	\$19.65	\$20.11	\$23.43	\$23.93	\$24.18	\$20.80	\$21.43	\$27.98	7
8	\$20.26	\$20.74	\$24.16	\$24.66	\$24.91	\$21.44	\$22.09	\$28.84	8
9	\$20.88	\$21.38	\$24.90	\$25.40	\$25.65	\$22.11	\$22.77	\$29.74	9
10	\$21.53	\$22.04	\$25.68	\$26.18	\$26.43	\$22.79	\$23.48	\$30.65	10
11	\$22.19	\$22.72	\$26.47	\$26.97	\$27.22	\$23.50	\$24.20	\$31.60	11
12	\$22.75	\$23.29	\$27.13	\$27.63	\$27.88	\$24.09	\$24.81	\$32.39	12
13	\$23.32	\$23.87	\$27.81	\$28.31	\$28.56	\$24.69	\$25.43	\$33.20	13
14	\$23.90	\$24.46	\$28.50	\$29.00	\$29.25	\$25.31	\$26.06	\$34.03	14
15	\$24.50	\$25.08	\$29.22	\$29.72	\$29.97	\$25.94	\$26.71	\$34.88	15

Education Support Professional Salary Schedule

2016/17									
Base Increase: 1%									
STEP	Administrative Assistants					Instructional	Specialist		STEP
	LEVEL I	LEVEL II	LEVEL III	LEVEL IV	LEVEL V	Teacher Assistant	Technology Assistant	Registered Nurse	
1	\$16.54	\$16.92	\$19.71	\$20.21	\$20.46	\$17.50	\$18.02	\$23.54	1
2	\$17.05	\$17.45	\$20.32	\$20.82	\$21.07	\$18.04	\$18.59	\$24.26	2
3	\$17.58	\$17.98	\$20.95	\$21.45	\$21.70	\$18.60	\$19.16	\$25.02	3
4	\$18.12	\$18.54	\$21.60	\$22.10	\$22.35	\$19.18	\$19.75	\$25.79	4
5	\$18.68	\$19.12	\$22.27	\$22.77	\$23.02	\$19.77	\$20.36	\$26.59	5
6	\$19.25	\$19.71	\$22.96	\$23.46	\$23.71	\$20.38	\$20.99	\$27.41	6
7	\$19.84	\$20.31	\$23.66	\$24.16	\$24.41	\$21.01	\$21.64	\$28.26	7
8	\$20.46	\$20.95	\$24.40	\$24.90	\$25.15	\$21.65	\$22.31	\$29.13	8
9	\$21.09	\$21.59	\$25.15	\$25.65	\$25.90	\$22.33	\$23.00	\$30.03	9
10	\$21.75	\$22.26	\$25.93	\$26.43	\$26.68	\$23.02	\$23.72	\$30.96	10
11	\$22.41	\$22.95	\$26.73	\$27.23	\$27.48	\$23.74	\$24.44	\$31.92	11
12	\$22.97	\$23.52	\$27.40	\$27.90	\$28.15	\$24.33	\$25.05	\$32.72	12
13	\$23.55	\$24.11	\$28.09	\$28.59	\$28.84	\$24.94	\$25.68	\$33.53	13
14	\$24.14	\$24.71	\$28.79	\$29.29	\$29.54	\$25.56	\$26.32	\$34.37	14
15	\$24.74	\$25.33	\$29.51	\$30.01	\$30.26	\$26.20	\$26.98	\$35.23	15

APPENDIX B

LONGEVITY INCREMENT SCHEDULE		
YEARS RECEIVING LONGEVITY OR YEARS OFF STEP 15	10 Month	12 Month
1	\$ 1,453	\$ 1,743
2	\$ 1,497	\$ 1,795
3	\$ 1,526	\$ 1,830
4	\$ 1,555	\$ 1,865
5	\$ 1,584	\$ 1,900
6	\$ 1,613	\$ 1,935
7	\$ 1,642	\$ 1,970
8	\$ 1,671	\$ 2,004
9	\$ 1,700	\$ 2,039
10	\$ 1,729	\$ 2,074
11	\$ 1,758	\$ 2,109
12	\$ 1,787	\$ 2,144
13	\$ 1,816	\$ 2,179
14	\$ 1,845	\$ 2,214
15	\$ 1,874	\$ 2,248
16	\$ 1,903	\$ 2,283
17	\$ 1,932	\$ 2,318
18	\$ 1,962	\$ 2,353
19	\$ 1,991	\$ 2,388
20	\$ 2,020	\$ 2,423
21	\$ 2,049	\$ 2,458
22	\$ 2,078	\$ 2,492
23	\$ 2,107	\$ 2,527
24	\$ 2,136	\$ 2,562
25	\$ 2,165	\$ 2,597

APPENDIX C – The increment schedule in the 2015/16 & 2016/17 school years will align with the updated schedule generated in Certified negotiations.

Extra Duty Increment Schedule

Contract Years	
2013 - 2014	2014 - 2015

Supervision Duties		
<i>To be paid for days worked based on daily rate</i>		
Lunch Supervisor (Full Period)	\$3,564	\$3,564
Lunch Supervisor (Half Period)	\$1,782	\$1,782
Breakfast Supervisor	\$1,782	\$1,782
Bus Supervisor (AM & PM)	\$1,782	\$1,782
Before School Supervisor	\$892	\$892
After School Supervisor	\$892	\$892

Daily Rate = Increment / 178 Student Attendance Days

Interscholastic Athletics		
<i>Interscholastic sports require students to have a physical and proof of student accident insurance</i>		
12 Week Season: Boy's Basketball (7th, 8th)	\$3,203	\$3,203
11 Week Season: Wrestling	\$2,936	\$2,936
9 Week Season: Boy's Basketball (6th) Girl's Basketball (6th, 7th, 8th)	\$2,404	\$2,404
8 Week Season: Volleyball	\$2,135	\$2,135
7 Week Season: Cheerleading / Poms	\$1,868	\$1,868
6 Week Season: Cross Country	\$1,601	\$1,601

Season increment based on weekly rate of \$266.90

Intramurals & Clubs		
<i>Requires an approved plan detailing purpose of club and minimum participation hours</i>		
(Approved Club)	\$32.72	\$32.72

Instructional & Professional Development Duties		
<i>Stipends listed below are paid on an annual basis & require a job description</i>		
Coordinator / Teacher Leader Stipend	\$2,742	\$2,742
Department Chair Stipend	\$1,947	\$1,947
National Board Certified Teacher Stipend	\$1,000	\$1,000
<i>Activities listed below are paid on the hourly listed rate</i>		
Summer School Rate	\$33.90	\$33.90
Trainer Rate*	\$33.90	\$33.90
Curriculum Writer Rate	\$26.95	\$26.95
Workshop Participant Rate (3-Hour Minimum)*	\$20.00	\$20.00

** To be completed outside of regular contract hours*

District 59 Education Association

Sick Leave Bank Guidelines

1. All employees working 20 hours or more per week are eligible to join the Sick Leave Bank. All employees not currently enrolled in the Sick Leave Bank must join the Sick Leave Bank by September 1st or the first week of school of the **current** school year, whichever comes later. If an employee is hired after September 1st, he/she shall be required to join the Sick Leave Bank within one work week of being hired.
2. The DEA will determine all matters concerning the policies and the administration of the Sick Leave Bank.
3. The intent of the bank is to provide extended sick leave to those members who incur a period of prolonged illness or hospitalization. This does not apply to the prolonged illness of family members.
4. To obtain days from the Sick Leave Bank, a request must be made to the Sick Leave Bank Chair by the eligible employee on the Request for Sick Leave Bank Days form available through the D.E.A. Building Representative. Days may not be requested from the Sick Leave Bank without all paperwork correctly completed and signed by a physician.
5. Paperwork for planned absences must be completed and submitted ten (10) days prior to the anticipated use of sick leave bank. In unforeseen circumstances or emergencies, the member shall submit his/her request as soon as possible. Every attempt will be made to provide Human Resources with the approval so that no payroll deduction will need to take place.
6. Days may be granted in increments UP TO 20 days at a time. A new doctor's note may be required for a request for additional days from the Sick Leave Bank.
7. The Executive Board may or may not grant days requested from the Sick Leave Bank. The Executive Board will determine the number of days, which may be granted to an individual Sick Leave Bank member upon the member's request.

8. The maximum number of days an employee may be granted is based on years of consecutive membership. Additional days may be requested for catastrophic illness or injury.
 - a. 1st year employee - 12 days
 - b. 2nd year employee - 24 days
 - c. 3rd year employee - 36 days
 - d. 4th year employee - 48 days
 - e. 5th year employee and beyond- 60 days
9. Members who need more than **90 school days in one school year** from the Sick Leave Bank should consult IMRF or TRS; whichever is applicable, for information about **possible disability benefits**.
10. Any Sick Leave Bank member may draw from the Sick Leave Bank only during her/his work year as stipulated in the member's individual employment contract and/or assignment. Any employee that has been granted 90 days from the Sick Leave Bank three years in a row will not be eligible for days from the Sick Leave Bank for one full school year.
11. The DEA, upon emergency, may request that contributing members donate an additional day to the Sick Leave Bank if its reserves become depleted, as determined by the D.59E.A. Representative Committee.
12. ESP Members – A person who has contributed will not be able to withdraw days from the Bank until after her/his own accrued sick days, floating holidays or vacation days have been depleted and a two-day deduction period has transpired for each extended illness. Should a single extended illness exceed 10 days, the deduction shall not apply.
13. Certified Members – A person who has contributed will not be able to withdraw days from the bank until after her/his own accrued sick leave days have been depleted and a two-day deduction period has transpired for each extended illness. Should a single extended illness exceed 10 days, the deduction shall not apply.
14. This policy is subject to annual revision.

APPENDIX E

TAX SHELTERING ARRANGEMENT

Effective January 7, 1983, all ESP employees covered in the Agreement will be included in the tax shelter arrangement between the Board and the Association. This tax shelter will be paid out by the Board as the employee contribution to the Illinois Municipal Retirement Fund (IMRF) in the amount of four and one-half percent of annual earnings. The parties agree that the tax shelter plan is to conform to IRS regulations and applicable law and is to be consistent with existing school district sheltering laws. The following guidelines apply:

- A. The shelter plan will not exceed the Board's money commitment as represented by the basic salary schedule(s) (or employee contracts) effective during the period of this Agreement.
- B. The employee does not have the option to choose to receive the contributed amounts directly instead of having the paid by the employer to the pension plan.

APPENDIX F

AARP MEMBERSHIP

The Board of Education will pay one-half of the membership cost for AARP, per eligible classified employee (50 years or older), at the beginning of each contract year.