

PROFESSIONAL NEGOTIATED  
AGREEMENT  
Between  
BOARD OF EDUCATION  
LA GRANGE SCHOOL DISTRICT 105  
And  
EDUCATIONAL SUPPORT PERSONNEL  
DISTRICT 105

2021 - 2025

## TABLE OF CONTENTS

<b>ARTICLE 1 -RECOGNITION.....</b>	<b>1</b>
1.1 Recognition .....	1
1.2 Definitions .....	1
<b>ARTICLE 2 -- PRINCIPLES .....</b>	<b>2</b>
2.1 Attaining Objectives .....	2
2.2 Educational Support Personnel .....	2
2.3 Board of Education.....	2
<b>ARTICLE 3-- COMMUNICATIONS .....</b>	<b>3</b>
3.1 Board Packet.....	3
3.2 Labor-Management.....	3
<b>ARTICLE 4 -- ASSOCIATION AND EMPLOYEE RIGHTS .....</b>	<b>4</b>
4.1 Complaints against Employees.....	4
4.2 Progressive Discipline.....	4
4.3 Right of Representation .....	4
4.4 Rules and Regulations .....	4
4.5 Unsafe Working Conditions .....	4
4.6 Weight Lifting .....	4
4.7 Assistance for Control and Discipline of Students .....	5
4.8 Inclement Weather / Unplanned Remote Learning Day .....	5
4.9 Emergency Late Start Days .....	5
4.10 IMRF Retirement Eligibility Pension/Plan .....	5
4.11 Termination .....	5
4.12 Dues Deduction.....	5
4.13 Use of School Facilities.....	5
4.14 Probationary Period .....	5
4.15 New Employee Orientation .....	6
<b>ARTICLE 5 -- SENIORITY, LAYOFF AND RECALL .....</b>	<b>7</b>
5.1 Definition of Seniority .....	7
5.2 Seniority Tie Breakers.....	7
5.3 Maintaining and Posting Seniority Lists .....	7
5.4 Loss of Seniority.....	7
5.5 Reduction in Personnel.....	7
5.6 Layoff .....	7
<b>ARTICLE 6 - VACANCIES, ASSIGNMENTS AND VOLUNTARY TRANSFERS.....</b>	<b>8</b>
6.1 Posting of Vacancies.....	8
6.2 Involuntary Transfers/Reassignment .....	8
6.3 Assignments.....	8
6.4 Summer School Employment .....	8
<b>ARTICLE 7 -- EVALUATION AND JOB DESCRIPTIONS .....</b>	<b>9</b>
7.1 Evaluation .....	9
7.2 Job Description .....	9
<b>ARTICLE 8 -- PERSONNEL FILE.....</b>	<b>10</b>
8.1 Personnel Records.....	10
8.2 Right of Examination .....	10
8.3 Personnel File .....	10

8.4	Emergency Information .....	10
<b>ARTICLE 9 -- EMPLOYEE WORKDAY AND WORK YEAR .....</b>		<b>11</b>
9.1	ESP Work Year .....	11
9.2	Work Schedule .....	11
9.3	Time Sheets .....	11
9.4	Meal Periods .....	11
9.5	Breaks .....	11
<b>ARTICLE 10 -- COMPENSATION .....</b>		<b>12</b>
10.1	In-Service .....	12
10.2	Teaching Certificate Registration/Renewal.....	12
10.3	Overtime Pay .....	12
10.4	Extra-Curricular (Extra Duty) and Co-Curricular Assignments .....	12
10.5	Holidays .....	12
10.6	Reimbursement for Mileage.....	12
10.7	Professional Growth.....	12
10.8	Income Tax Sheltered/Tax Deferred Plans.....	12
10.9	Credit Union .....	12
10.10	Salary Placement for New Hires .....	13
10.11	Internal Substitution .....	13
10.12	Substitute Pay .....	13
10.13	Annual Salary Increases .....	14
10.14	Breakfast Program Supervision .....	14
10.15	Activities of Daily Living Stipend .....	14
<b>Article 11 -- INSURANCE AND BENEFITS.....</b>		<b>15</b>
11.1	Health Insurance .....	15
11.2	Dental and Vision Insurance .....	15
11.3	Life Insurance.....	15
11.4	Insurance Committee .....	15
11.5	Family Medical Leave .....	15
<b>ARTICLE 12 -- LEAVES OF ABSENCE.....</b>		<b>17</b>
12.1	Sick Leave.....	17
12.2	Personal Leave Days.....	17
12.3	Absence Before and After a Holiday and Recess.....	17
12.4	Bereavement Leave .....	17
12.5	Jury Duty or Subpoenas .....	17
12.6	Unpaid Leave .....	18
12.7	Advancement .....	18
12.8	Sick Leave Bank .....	18
<b>Article 13 -- GRIEVANCE PROCEDURE.....</b>		<b>20</b>
13.1	Attaining Objectives .....	20
13.2	Procedures.....	20
13.3	Bypass of Step A.....	21
13.4	Class Grievance.....	21
13.5	Filing of Materials .....	21
13.6	Grievance Withdrawn.....	21
13.7	No Reprisals.....	21
13.8	Extension of Time Limits.....	21
13.9	Exclusion of Remedies .....	21
<b>ARTICLE 14-- NEGOTIATION PROCEDURES .....</b>		<b>22</b>
14.1	Commencement of Negotiations.....	22

14.2	Information .....	22
14.3	Agreement.....	22
14.4	Mediation.....	22
14.5	Negotiations .....	22
14.6	Contract Preparation .....	22
<b>ARTICLE 15 -- EFFECT OF AGREEMENT.....</b>		<b>23</b>
15.1	Period Covered - Term of Agreement.....	23
15.2	Changes .....	23
15.3	Separability .....	23
15.4	Non-Discrimination.....	23
15.5	No Strike .....	23
15.6	Effect of Agreement .....	23



## **ARTICLE 1 - RECOGNITION**

### **1.1 Recognition**

The Board of Education of District 105, Cook County, LaGrange, Illinois, hereinafter referred to as the "Board", recognizes the LaGrange South 105 Education Support Personnel, an affiliate of the Illinois Education Association and National Education Association, hereinafter referred to as the "Association", as the sole negotiating agent for all full-time and part-time regularly employed para educators; certified paraprofessionals; assistants/aides; building secretaries/administrative assistants; LLC Coordinators; and parent coordinator/bilingual education/PRE-K translators.

### **1.2 Definitions**

- A. ESPs - Educational Support Personnel
- B. Employees - shall be defined as an employee within this bargaining unit.
- C. Employer - also referred to as "the Board"

## **ARTICLE 2 -- PRINCIPLES**

### **2.1 Attaining Objectives**

Conditions of employment of the District require mutual understanding and cooperation among the Board, the administrative and supervisory staff, and the educational support personnel. To this end, free and open exchange of views is desirable and necessary.

### **2.2 Educational Support Personnel**

It is recognized that education of students requires specialized educational qualifications and that the success of the educational program in the District depends, in part, upon the maximum utilization of abilities of its ESPs who are reasonably well satisfied with the conditions under which their services are rendered. It is further recognized that ESPs have the right to join, or not to join, any organization for their professional or economic improvement.

### **2.3 Board of Education**

It is recognized that the legal responsibility for education is vested in the local Board of Education, and this responsibility of final decision-making cannot be delegated. Therefore, the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the statutes and Constitution of the State of Illinois and of the United States, provided that such rights and responsibilities shall be exercised in conformity with the provisions of this Agreement.

## **ARTICLE 3-- COMMUNICATIONS**

### **3.1 Board Packet**

The Association Co-President(s) shall receive modified Board packets including the agenda, open session minutes from the previous meeting and other non-confidential materials as determined by the Superintendent when sent to the Teacher Association President.

### **3.2 Labor-Management**

Upon request of either party, the parties shall meet to discuss matters of mutual concern. It is expressly understood that these discussions do not constitute bargaining.



## **ARTICLE 4 – ASSOCIATION AND EMPLOYEE RIGHTS**

### **4.1 Complaints against Employees**

Any complaint received by an administrator and deemed serious enough to justify investigation shall be brought to the attention of the ESP involved. If the ESP requests, a meeting will be held to review the findings with the appropriate District employees.

### **4.2 Progressive Discipline**

The Board will ordinarily utilize the philosophy of Progressive Discipline in the discipline of employees. It is understood that when an employee's actions pose a danger to others or the facilities, is a direct violation of contract, policy or directives, that this philosophy will not be followed.

### **4.3 Right of Representation**

- A. If an employee is called into a meeting and the employee feels that the meeting could become disciplinary, the employee has the right to postpone the meeting until a union representative is present. The Board has the right to meanwhile continue any investigation.
- B. When an ESP is requested to attend a meeting with the Administration or Board, that could result in a disciplinary situation, said employee will be given reasonable notice with reasons for said meeting. The employee will be advised in that notice that they can bring a union representative if they so choose.

### **4.4 Rules and Regulations**

All policies, regulations, and rules of the Board must be published and readily available to the Association upon request. The Manual for Support Staff will be revised by August 20, 2021 to be consistent with the current Negotiated Agreement, State and Federal legislation and guidelines, and district policies and practices. Thereafter, the Manual for Support Staff will be posted on-line and updated as needed during the life of the current Negotiated Agreement.

### **4.5 Unsafe Working Conditions**

Bargaining Unit Members who believe they are working in an unsafe or hazardous condition which may endanger their health or safety should report these concerns to their Administrators immediately. The Administration will investigate the situation.

No employee covered by this Agreement shall be required to administer any medications.

### **4.6 Weight Lifting**

The Board, when assigning employees who will be responsible for physically lifting a child, as a part of their duties, will provide training and/or instruction to prevent injury. When multiple employees are needed to lift a child, a plan will be developed.

#### **4.7 Assistance for Control and Discipline of Students**

The administration shall support and assist ESPs with respect to the control and discipline of students in the Bargaining Unit Member's assigned work area.  
Emergency School Closings

It may become necessary to close school due to inclement weather or building emergencies. Every attempt will be made to reach a decision before 7 AM. The district will use a calling system to notify staff in the event of a school closing. If you have not received a call, school is probably in session.

#### **4.8 Inclement Weather / Unplanned Remote Learning Day**

12-month employees are not required to report to work on inclement weather days when the day is declared as such by the Superintendent. Such employees will be required to work from home unless utilizing personal leave or vacation time.

#### **4.9 Emergency Late Start Days**

ESP staff will not be docked or required to use personal or vacation time if they report to work no later than an hour after their regular starting time.

#### **4.10 IMRF Retirement Eligibility Pension/Plan**

All employees working 600 hours or more annually must participate in the Illinois Municipal Retirement Fund.

#### **4.11 Termination**

At least two weeks' notice of intent to leave employment is expected and should be submitted in writing to your supervisor and forwarded to the District Office.

#### **4.12 Dues Deduction**

Any employee who is a member of the Association who has applied for membership may sign and deliver to the District an assignment authorizing the deduction of membership dues. Such authorization shall continue in effect from year to year unless revoked in writing between June 1 and November 1 of any year. Such authorization shall include the deduction of the unpaid balance from the final check if the employee terminates employment prior to the payment of the full amount of the authorized deduction. Dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete service to the District.

#### **4.13 Use of School Facilities**

1. The Union President shall have the right to use District mail service and employee mailboxes and designated bulletin boards located in the employee lounges for the following purposes:

Notice of union meetings, minutes of the union meetings, elections, results of elections, appointment of officers, and appointment of committees.

2. In the event the union desires to use the school building or facilities the union co- presidents shall submit a request in writing to the building principal. The request shall state the purpose of the uses, the date of the use, and the length of the use. The Union shall be responsible for all the cleanup of the building or facilities and shall be billed for cleaning if the facility is not returned to a clean condition. Approval shall not be unreasonably withheld.

#### **4.14 Probationary Period**

Any new employee shall be designated a "probationary" employee. The probationary period shall be 90 consecutive days. Absences of 10 or more consecutive workdays shall extend the probationary period by a like number of workdays. A probationary employee may be discharged without recourse at any time prior to

the end of the probationary period.

**4.15 New Employee Orientation**

All new employees may be required to attend a new employee orientation session not to exceed six (6) hours. This orientation shall be paid.

## **ARTICLE 5 -- SENIORITY, LAYOFF AND RECALL**

### **5.1 Definition of Seniority**

Seniority shall begin with the employee's first day of continuous service within a category of employment. An employee can accrue seniority in more than one category but will retain seniority only for years worked within a particular category.

There will be four categories of positions:

1. Administrative Assistants
2. Clerical Assistants
3. Parent Coordinator/Pre-K Translator
4. Para Educators (including Bilingual Assistant, Pre-K, ELL Assistant, Library Assistant and Teaching Assistant)

The subcategory of Bilingual Assistant shall include additional job qualifications not required for other Para Educators. Employees must meet the additional job qualifications in order to transfer into the job of Bilingual Assistant.

### **5.2 Seniority Tie Breakers**

In the event that more than one employee has the same starting date, his/her placement on the seniority list shall be determined in the following order:

- A. Highest degree earned;
- B. Previous employment in the district;
- C. Drawing lots.

### **5.3 Maintaining and Posting Seniority Lists**

The District shall prepare, maintain, and post the seniority list. The District shall post a current seniority list in each building, and a copy of the seniority list and subsequent revisions shall be furnished to the Association President by February 1st each year.

### **5.4 Loss of Seniority**

- A. Resignation
- B. Retirement
- C. Dismissal for cause, including but not limited to an unsatisfactory Employee evaluation.
- D. Being on layoff for a time equal to seniority at the time of layoff or one (1) year, whichever is greater.
- E. Death
- F. Employee without good cause does not return to work within five (5) days after the termination of an authorized leave of absence.

### **5.5 Reduction in Personnel**

Before the School Board makes any reduction/layoffs to the ESPs in the district, it will be communicated to the Co-Presidents of the District 105 ESP's Association in writing.

### **5.6 Layoff**

If the Board decides to decrease the number of employees in any classification covered by this Agreement, the least senior employee within the classification shall be laid off first. Employees are eligible to be reassigned to any category in which they have accrued seniority

## **ARTICLE 6 - VACANCIES, ASSIGNMENTS AND VOLUNTARY TRANSFERS**

### **6.1 Posting of Vacancies**

- 1) The District shall advise the Association Co-Presidents of any vacancies in the bargaining unit.
- 2) In filling bargaining unit vacancies, current bargaining unit members who have requested in a timely manner to be considered for those vacancies shall be considered and will be notified if they are not to be granted an interview.
- 3) The Association Co-Presidents shall be notified of the name of anyone being hired into a bargaining unit position on the first day of his/her employment.
- 4) Notices of vacancies shall be communicated via an "All Staff" e-mail.

### **6.2 Involuntary Transfers/Reassignment**

An involuntary transfer is a transfer from an ESP's current position to another position in the District which the ESP has not requested but which is initiated by the Administration.

It is agreed that the Administration may initiate transfers, with affected ESPs receiving notification. No public announcement of the transfer shall be made until after the ESP has been notified. The affected ESP will have an opportunity to present their views of the proposed transfer. Once the transfer decision is made, the employee will be afforded an opportunity to review IEPs At A Glance and collaborate with the classroom teacher if appropriate as determined by the administration.

### **6.3 Assignments**

- A. Every ESP shall be notified in writing of his/her tentative building assignment for the school year by July 15. If the tentative assignment changes, the ESP shall be notified within a reasonable period of time.
- B. Upon written request by the ESP, the Superintendent or his/her representative and the ESP affected, along with the appropriate building principal, shall schedule a conference to discuss the new assignment.

### **6.4 Summer School Employment**

Current ESP employees who are qualified and have applied in a timely manner shall be considered for filling summer school vacancies before outside candidates are considered.

## **ARTICLE 7 -- EVALUATION AND JOB DESCRIPTIONS**

### **7.1 Evaluation**

- A. Each ESP's job performance shall be evaluated by his/her principal or direct supervisor. The evaluation process includes annual evaluations and day to day appraisals. Supervisors shall inform ESPs of any concerns with job performance as the concerns arise.
- B. Supervisors shall provide a copy of the completed evaluation to the employee no later than April 20 each year. The supervisor shall hold an evaluation conference with the employee no later than May 1st each year. The evaluation shall be signed by both the ESP and the principal or supervisor. The ESP may add comments as an addendum to the evaluation within ten (10) business days after receipt of the evaluation by the ESP. The evaluation and addendum, if any, shall be placed in the ESP's personnel file.
- C. As appropriate, supervisors should discuss job performance issues that require attention with employees.

### **7.2 Job Description**

A joint committee comprised of an equal number of ESP members and appointees by the Board shall be formed to review the ESP evaluation plan and job description. At any time, no more than yearly, either the Board or the Association can request a meeting with the committee regarding Job Descriptions and Evaluations. Any changes must be agreed to by the Association and the Board.

## **ARTICLE 8 -- PERSONNEL FILE**

### **8.1 Personnel Records**

The District shall maintain a complete personnel record of every current employee. The ESP's personnel records shall be maintained in the District's Administrative Office and shall be kept confidential, except as permitted by law.

### **8.2 Right of Examination**

Every ESP will have the right to examine any material in his/her personnel file with 48 hours prior notice, except material as deemed by law as confidential.

### **8.3 Personnel File**

Every ESP will have the right to:

- A. Add material pertaining to matters relevant to their qualifications.
- B. Reproduce material in this official file other than confidential material.
- C. Comment on any material reflecting adversely upon their conduct, service or character, originated by an administrator, supervisor, teacher or parent that may be placed in their personnel file after being notified of the decision to place said material in the file. The ESP shall have the opportunity to answer in writing within twenty (20) working days and his/her answer (response) shall be attached to the file copy.
- D. Every ESP shall receive a copy of all new materials that are placed in his/her personnel file within 5 working days of their placement.

### **8.4 Emergency Information**

Upon employment and annually thereafter, all employees will complete and update an emergency information card which will be filed as "Confidential" in the Administrative Office.

The ESP is responsible for making any information changes known and included on the card as soon as possible, especially regarding changes in medication, discovery of allergies, contraction of a disease or medical condition etc. The District cannot be held responsible for an ESP's failure to provide personal data that may affect decisions in providing emergency care in the event the ESP is injured and unable to communicate these changes at the time of need.

Blank forms may be obtained from the Administrative Office.

## **ARTICLE 9 -- EMPLOYEE WORKDAY AND WORK YEAR**

### **9.1 ESP Work Year**

The ESP work year will be defined as follows:

- Administrative Asst.: 206 days
- Clerical Asst.: 185 days
- Library Aides: 185 days
- Para educators: 185 days
- Parent Coordinator: 185 days

### **9.2 Work Schedule**

ESPs may be scheduled for additional days before and/or after the school term as requested by their supervisor. Hours per day will be communicated to the ESP by the supervisor and paid at their normal hourly rate of pay.

### **9.3 Time Sheets**

Each hourly ESP must submit an accurately completed individual time sheet to the appropriate designated person for signature every two weeks on payday if there is a change to the normal contract hours. The time sheet is then reviewed and submitted to the payroll office.

### **9.4 Meal Periods**

All ESPs who work at least five hours shall be provided with a minimum of a thirty (30) minute duty free lunch, without pay. ESPs shall be permitted to leave the building during his/her lunch period.

### **9.5 Breaks**

All ESPs are entitled to a fifteen-minute paid break during a typical workday.



## **ARTICLE 10 -- COMPENSATION**

### **10.1 In-Service**

District In-Service training will count as hours worked. The ESPs will be compensated for travel expenses per Board policy. Travel time outside of the regular hours worked will not accrue as hours worked.

### **10.2 Teaching Certificate Registration/Renewal**

Para Educators who have earned a teaching degree or endorsement requiring student teaching from an accredited college or university will be paid an additional \$1.00 per hour. Para Educators holding a teaching certificate are required to track their certificate information through the Educator Licensure Information System (ELIS) on the Illinois State Board of Education website, www.isbe.net, and to be responsible for their own certificate registration/renewal.

Individuals holding a sub certificate will not be entitled to this stipend.

### **10.3 Overtime Pay**

ESP's who work forty hours or less per week will have their hours computed as straight time. Actual hours worked over forty hours per week are considered overtime and will be computed at one and one-half times the employee's regular hourly rate of pay. Sick leave days and personal days shall not be counted as hours worked. All overtime must be approved by the employee's immediate supervisor in advance.

### **10.4 Extra-Curricular (Extra Duty) and Co-Curricular Assignments**

Employees who are hired to perform coaching duties or sponsorship of extracurricular clubs or activities shall be paid at the same rate as members of the collective bargaining unit for teachers.

### **10.5 Holidays**

ESPs will be paid for 11 legal school holidays. If the District requires an ESP to work on a school holiday, the District will provide a floating holiday during the school year.

### **10.6 Reimbursement for Mileage**

Travel expenses will be reimbursed at the District-approved rate when receipts are submitted on the appropriate forms. Expenses must be submitted on the monthly Expense Claim Form. Any Expense over and above the cost of the workshop or conference must be pre-approved by the immediate supervisor and the Superintendent. Request forms are available in each Building Office and in the Administrative Office.

### **10.7 Professional Growth**

The District encourages the participation of employees in job-related activities whose purposes support the improvement of the educational program and personal/professional growth. Requests to attend said activities must be approved by the immediate supervisor and the Superintendent using the Application to Attend Professional Meeting form. Mileage expenses will be reimbursed at the District adopted rate when receipts are submitted. Expenses must be submitted on the Monthly Expense Claim Form. Any expenses over and above the cost of the workshop or conference must be pre-approved by the immediate supervisor and the Superintendent. Request forms are available in each Building Office and in the Administrative Office.

### **10.8 Income Tax Sheltered/Tax Deferred Plans**

Information is available in the Payroll Office regarding tax sheltered annuity and/or tax deferred plans. It is the ESP's responsibility to contact the representative for information on any of the plans. It is also the ESP's responsibility to see that she/he does not exceed the allowable amount in annual contributions. The District assumes no responsibility concerning the plans, nor does it endorse any of the plans.

### **10.9 Credit Union**

The Board shall maintain the language existing in the employee handbook at the time of this Agreement.

**10.10 Salary Placement for New Hires**

The Administration shall be responsible for establishing the beginning salary of all new employees. The District shall not pay a new hire more money than a current employee with comparable training and experience. The Association President shall receive a copy of these placements at the beginning of the school year or after an ESP has been hired.

**10.11 Internal Substitution**

An employee who is used as a substitute for another employee in the bargaining unit shall be paid at his or her regular rate or the rate of the employee who is substituted for, whichever is greater.

**10.12 Substitute Pay**

When an ESP employee substitutes for a certified teacher at the request of an administrator, the ESP employee shall be paid at his/her regular rate of pay or the substitute rate of pay, whichever is greater.

### **10.13 Annual Salary Increases**

- A. All ESP staff will receive a \$2.75 an hour increase for the 2021-2022 school year.
- B. ESP staff will receive a 3.5% increase in annual salary for the:
  - 2022-2023 school year
  - 2023-2024 school year
  - 2024-2025 school year
- C. The 2021-2022 starting salary for ESP employees is \$14.50. The starting salary for the remaining years is as follows:
  - 2022-2023-\$14.75
  - 2023-2024-\$15.00
  - 2024-2025-\$15.25

### **10.14 Breakfast Program Supervision**

ESP employees who supervise students in the Federally Mandated District 105 Breakfast Program outside of their regularly assigned duties and hours shall receive the extra duty pay per 10.4

### **10.15 Activities of Daily Living Stipend**

(Special Education/Intensive Instructional Aide) If the Aide assignment includes administering assistance in hygiene, food consumption, complex special needs or complex medical devices a one dollar (\$1.00) per hour stipend shall be paid for all hours worked in the classroom and/or with the individual student. Proper training will be provided to all Aides specific to their job and duties.

The principal and supervising teacher will assist in assuring that there are two staff members present during the above stated personal care assistance/ ADL duties, in order to protect the safety and security of both the students and the staff.

## **Article 11 – INSURANCE AND BENEFITS**

### **11.1 Health Insurance**

- A. ESP employees who work a minimum of 1000 hours in a school year are eligible to participate in the District's health and / or dental insurance plans. The Board shall contribute toward the health insurance premiums of ESP employees as follows:
- i. The Board shall make a contribution toward health insurance premiums consistent with the 2010 - 2014 Professional Negotiated Agreement to ESP employees who elected a cash-in-lieu-of-insurance amount added to their base salaries on or before June 30, 2011 if they have a life changing event. A life changing event shall be the death of a spouse, the loss of employment by a spouse or a divorce from a spouse that provides health insurance.
  - ii. The Board shall make a contribution toward insurance premiums for full-time Administrative Assistants consistent with the contribution toward health insurance premiums made by the Board on behalf of teachers pursuant to the collectively bargained agreement between the Board and the Cook County Teachers' Association.
  - iii. The Board shall make a contribution toward insurance premiums consistent with the contribution toward insurance premiums made by the Board on behalf of teachers pursuant to the collectively bargained agreement for those LLC Assistants who were employed in that position and received a Board contribution toward insurance premiums prior to June 30, 2011.
  - iv. Except for the ESP employees identified in paragraphs 11.1(A)(i), (ii) and (iii) above, all eligible ESP employees may participate in the District's health and / or dental insurance plans at their own expense without any contribution toward health insurance premiums from the Board.
- B. In the event there are Federal or State changes to the requirement to provide health insurance, either party can request to reopen the portion of the Agreement dealing with health insurance.
- C. The District and Association will educate employees about their health options, including the Affordable Health Care Act.

### **11.2 Dental and Vision Insurance**

Employees covered by this Agreement may purchase their own dental insurance and/or vision insurance, if allowed by the District's insurance carrier.

### **11.3 Life Insurance**

Term life insurance for each ESP covered by this Agreement shall amount to \$40,000.

### **11.4 Insurance Committee**

The parties shall create an insurance committee to explore ways to contain the cost of insurance. The committee shall be composed of two individuals appointed by the Association and two members appointed by the Administration. The committee shall make recommendations to the Board for cost containment measures each year no later than January 1. The Board may accept and implement the recommendations in whole or in part without reopening the contract.

### **11.5 Family Medical Leave**

ESPs who work 1100 hours in a previous school year will be provided up to 60 workdays of leave in a one-year period from July 1 to June 30.

ESPs eligible for FMLA, upon the date of the event that triggers the eligibility, shall notify the Superintendent

of whether he/she/they will use unpaid FMLA leave or paid sick leave for the first 60 workdays of leave. The leave shall begin on the date of the triggering event. In the event the ESP opts to use paid sick leave during the initial 60 workdays of leave, that time will be considered as FMLA leave and the ESP shall not be entitled to use an additional 60 workdays of unpaid leave pursuant to FMLA

## **ARTICLE 12 -- LEAVES OF ABSENCE**

### **12.1 Sick Leave**

- A. All ESPs shall be granted 15 paid sick leave days per year. Unused sick day accumulation shall be capped at 375 days.
- B. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. For purposes of this section, the term "immediate family" shall mean parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- C. Sick leave shall be reported and charged in full or half day increments. If an employee's absence on a particular day is for a period of time equal to no more than one-half (1/2) of the scheduled hours of work, excluding any meal break, for that day, he/she shall be charged for one-half (1/2) day of leave. Any absence which exceeds one-half (1/2) of that day's scheduled hours of work shall be charged as a full day of leave. Any employee who is absent for three (3) or more consecutive days due to illness may be required to submit to the Administration a statement from his/her physician certifying he/she is able to return to work.

### **12.2 Personal Leave Days**

- A. The Board shall grant to all education support personnel who qualify for Illinois Municipal Retirement Fund by working a minimum of 600 hours, three (3) personal leave days per year for personal business or emergencies which cannot be solved on a non-school day. Employees will receive pay for the number of hours scheduled on the personal day granted. The ESP may choose not to give the reason for such absence, but prior notice shall be given to the individual's immediate supervisor.
- B. Except in an emergency, request shall be submitted to the Superintendent five (5) days in advance.
- C. This leave is not cumulative. However, unused personal leave days shall be transferred to an ESP's cumulative sick leave.
- D. Personal leave days may not be used before or after a Holiday, or before, on or after a Professional Learning Day. In the event of compelling circumstances, the Superintendent may, at his/her discretion, grant the use of personal days.

### **12.3 Absence Before and After a Holiday and Recess**

- A. Any ESP absent on a working day immediately preceding a holiday or recess or the first working day immediately after a holiday or recess shall not be paid for those days. Except that absence with pay on these days shall be allowed for illness or for death in the immediate family. A further exception may be granted at the discretion of the Superintendent when there are extreme or extenuating circumstances.
- B. If the ESP has used three (3) personal days when an extreme need arises, upon approval of the Superintendent, an emergency day shall be deducted from the ESP's accumulated sick leave.

### **12.4 Bereavement Leave**

An ESP shall be granted up to three (3) days at any one time, in the event of the death of an ESP's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, sibling, grandparent, grandchild, aunt, uncle, spouse's siblings and grandparents, or other relative in the household. Such leave shall be granted at no reduction in salary and with no reduction from sick leave.

### **12.5 Jury Duty or Subpoenas**

Any remuneration received by an ESP for a work-related subpoena or for jury duty shall be retained by the ESP to cover mileage and meal expenses. The District may require a copy of the check stub for verification. While under this leave, the ESP will have no reduction in pay.

## **12.6 Unpaid Leave**

- A. ESPs may apply to the School Board for unpaid leave subject to the following:
- B. The request shall be in writing and specify the basis for the request and the length of the desired leave.
- C. The decision to grant the leave shall be at the sole discretion of the School Board and shall not be subject to the grievance procedure.
- D. ESPs on leave may participate in available District insurance programs, but at their own expense, if permitted by the insurance carrier.
- E. Upon returning to the employ of the District, the ESP will receive an available assignment. Placement in the previous assignment is not guaranteed. Upon returning, the approved leave shall be without loss of seniority and accumulated sick leave. Additional sick leave and seniority will not accrue during the leave.

## **12.7 Advancement**

Any ESP who has worked for 120 days or more during the work year shall receive the salary changes she/he would have received if she/he had worked the full work year.

## **12.8 Sick Leave Bank**

- A. The Board and the Association agree to establish a Sick Leave Bank on a voluntary basis.
- B. The intent of this plan is to provide extended sick leave to those who incur an extended period of illness or disability. The Bank shall be used only for personal illness or disability of the participant and not for the serious illness, disability or death of another person.
- C. An ESP may enroll in the Bank by signing an authorization form to agree to contribute one (1) day of his/her sick leave to the Bank at the beginning of each year. An ESP thereby becomes a "participant." When the total number of days in the bank equals twice the number of participants, no yearly contribution will be required until such time that the bank is depleted to the number of days equal to the number of participants.
- D. An ESP who is a current participant and who has an extended illness or disability which requires continuous and prolonged absence from work shall be able to utilize days from the Bank after his/her own accrued sick leave days have been depleted and a five day salary deduction period has transpired for each such disability or illness. The ESP must submit a doctor's statement at the time he/she requests Sick Leave Bank days and must otherwise comply with the reasonable request from the Association committee under H below.
- E. The maximum number of days allowed for any ESP shall be sixty (60) days and no more than two (2) ESPs may be participating at any time.
- F. Participants withdrawing from the Bank or the bargaining unit may only withdraw days for purposes of retirement enhancement and may only withdraw the number of days that they, individually, have contributed, minus any days that they have used.
- G. ESPs utilizing sick days from the Bank will not be required to replace them.
- H. A committee appointed by the Association shall implement and administer the Bank and make all decisions regarding requests for sick leave days. The Committee, upon emergency, may request that contributing members donate an additional day to the Sick Leave Bank if its reserves become depleted.
- I. The administration shall assist only with the record keeping.

- J. The Association shall hold harmless, defend and indemnify the Board for any claims arising from the Bank. The defense provided by the Association may be conducted by an attorney of the Board's choosing.
- K. The sick leave bank is not subject to the grievance procedure.



## Article 13 -- GRIEVANCE PROCEDURE

### 13.1 Attaining Objectives

- A. A grievance shall be any claim by an employee that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement.
- B. All time limits consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, the time limit shall consist of all weekends in order that the matters may be resolved before the close of the school term or as soon thereafter as possible. School days for purposes of the grievance procedure shall mean days when the central office is open for business.

### 13.2 Procedures

The parties hereto acknowledge that it is usually most desirable for an employee and his/her immediately involved superior to first resolve problems through free and informal communications. If, however, such informal processes fail to satisfy the employee, a grievance may be processed as follows:

- A. The grievant (Association or individual employee) shall present the grievance in writing to the principal or Superior, stating the article(s) and section(s) of the Agreement alleged to be violated and requested remedy, along with the employee's signature, on a form supplied by the Administration, no later than ten school days after the occurrence of the alleged claim. The principal or superior will arrange for a meeting to take place within ten (10) school days after receipt of the grievance. An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, the aggrieved party, the immediately involved supervisor and any person whose assistance he/she requests shall be present at the meeting. Each party to the grievance shall have the right to include in its representation a counselor if so desired. The principal or superior will then, within ten (10) school days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.
- B. If the grievant is not satisfied with the disposition of the grievance at Step A (1), the grievant may then refer the grievance to the Superintendent within ten (10) school days thereafter. The Superintendent shall then arrange for a meeting with the same parties being present in Step A (1) within ten (10) school days. Each party to the grievance shall have the right to include in its representation a counselor if so desired. Each party may present witnesses not to exceed ten witnesses per party to develop the facts pertaining to the grievance. Upon conclusion of the hearing on the grievance, the Superintendent shall have ten (10) school days in which to provide his/her written decision to the aggrieved party.
- C. If the grievant (Association or individual employee) is not satisfied with the disposition of the grievance at Step B (2), the grievant may then refer the grievance to the Board within ten (10) school days thereafter. The President of the Board shall then arrange for a meeting with the same parties being present in Step B (2) or for the purpose of reviewing written briefs prepared by the parties within ten (10) school days. The meeting (hearing) will be conducted by a quorum of the Board. Upon conclusion of the hearing on the grievance, the Board shall have ten (10) school days in which to provide their written decision to the aggrieved party.
- D. If the Association is not satisfied with the disposition of the grievance at Step C (3), there shall be available a fourth step of binding arbitration. The grievant may submit, in writing, a request to the Superintendent within ten (10) school days from receipt of the Step C (3) answer. The arbitrator shall be selected from the American Arbitration Association in accordance with the Voluntary Labor Arbitration Rules of said Association.
  - 1) Neither the Board, nor the aggrieved, nor the Association shall be permitted to insert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.
  - 2) Each party shall bear the full costs of its representation in the arbitration. The cost of the

arbitrator and of the American Arbitration Association shall be divided equally between the Board and the Association.

- 3) If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and Association. If the arbitrator requests a copy of the transcript, the cost shall be divided equally between the Board and Association.
- 4) Either party may make public the findings of the recommendations of the arbitrator.
- 5) The arbitrator's decision shall be presented in writing to the grievant and the Superintendent, with copies to the Association and the Board. The arbitrator's decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. The arbitrator shall have no power to alter, amend, nullify, or add to the terms of the Agreement.

### **13.3 Bypass of Step A**

If the aggrieved party (Association or individual employee) and the Superintendent agree, Step A (1) of the grievance procedure may be bypassed and the grievance brought directly to Step B (2).

### **13.4 Class Grievance**

Class grievances involving one or more employees or one or more superiors and grievances involving an administrator above the building level may be initially filed by the aggrieved employees at Step B (2).

### **13.5 Filing of Materials**

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

### **13.6 Grievance Withdrawn**

A grievance may be withdrawn at any level without establishing precedent. Failure of any grievant to act on a grievance within the prescribed time limits will act as a ban to any further appeal and the Administration's failure to give a written decision within the prescribed time limits shall permit the grievant to move to the next step.

### **13.7 No Reprisals**

No reprisals of any kind shall be taken by the Board, the Administration, or the Association against any employee because of his/her participation, or lack of participation, in this grievance procedure.

### **13.8 Extension of Time Limits**

An extension of time limits may be granted if both parties mutually agree to such an extension.

### **13.9 Exclusion of Remedies**

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration, charging the Board and/or Administration with an alleged violation of any of the terms of this Agreement, such remedy shall be exclusive and the said member shall be barred from invoking any remedy by this grievance procedure.

## **ARTICLE 14- NEGOTIATION PROCEDURES**

### **14.1 Commencement of Negotiations**

Negotiations shall begin no later than March 1 of the last year of this Agreement, unless both parties agree to an alternate date.

### **14.2 Information**

The Association shall receive, upon written request, information and reports which are prepared for public distribution as well as current budget, annual audit, annual financial report for publication, scattergram showing ESP's years of experience and such other readily available and pertinent information as the Association may request and is approved by the Superintendent. Nothing herein shall require the central administrative staff to research and assemble information for the Association.

### **14.3 Agreement**

Upon mutual conclusion of negotiations, all initialed agreements shall be assembled into a single package and shall be submitted to the membership of the Association for ratification by a majority of the membership and to the Board for approval.

### **14.4 Mediation**

In the event that agreement cannot be reached on all issues within 45 days of the scheduled start of the forthcoming school year, either party may declare that an impasse exists in accordance with the Illinois Educational Labor Relations Act. It is agreed that the parties will jointly request a mediator from the Federal Mediation and Conciliation Service (FMCS).

### **14.5 Negotiations**

The Board agrees not to negotiate with any employee organization other than the Association for the duration of this Agreement.

### **14.6 Contract Preparation**

The Board agrees to pay the full cost of printing and binding the contract.

## **ARTICLE 15 – EFFECT OF AGREEMENT**

### **15.1 Period Covered - Term of Agreement**

This Agreement shall become effective on July 1, 2021 and shall remain in effect through June 30, 2025

### **15.2 Changes**

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary and mutual consent of the parties in a ratified written amendment.

### **15.3 Separability**

If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unconstitutional or illegal, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

### **15.4 Non-Discrimination**

The Board and Association agree that they will not discriminate against any member of the bargaining unit for reasons of membership, non-membership or for engaging in any legally guaranteed union activities or for race, color, creed, sex, sexual preference or religion. The Board is an equal opportunity employer.

### **15.5 No Strike**

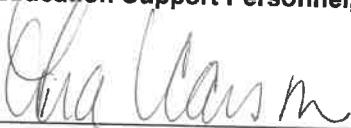
During the term of this Agreement, the Association agrees not to strike, nor to engage in any concerted activity, which would result in a slowdown, or withholding of services.

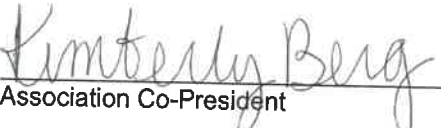
### **15.6 Effect of Agreement**

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment. Both parties acknowledge that during the negotiations process, which resulted in this Agreement, each had the unlimited right and opportunity to make proposals upon the other party. All understandings and agreements arrived at after the exercise of this right and opportunities are set forth in this Agreement. Neither party may compel the other party to come to the table unless both parties agree to bargain over the matter.

Signed and entered into this 15 day of March, 2021.

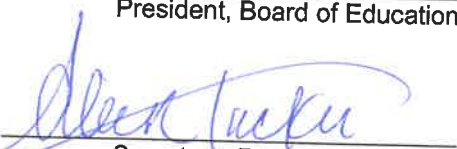
**LaGrange South 105  
Education Support Personnel, IEA/NEA**

  
\_\_\_\_\_  
Association Co-President

  
\_\_\_\_\_  
Association Co-President

**Board of Education,  
LaGrange School District 105**

  
\_\_\_\_\_  
President, Board of Education

  
\_\_\_\_\_  
Secretary, Board of Education