AGREEMENT

Mundelein Consolidated High School
District 120
1350 West Hawley Street
Mundelein, Illinois 60060

Preamble

This Agreement is made and entered into by and between the Board of Education of Mundelein Consolidated High School District 120, hereinafter referred to as the "Board" and the Mundelein Educational Support Association, hereinafter referred to as the "Association," for itself and in behalf of District employees covered by this Agreement.

Whenever a school year is referred to, it shall mean to encompass the period beginning July 1 and ending June 30.

The effective date of this Agreement shall be July 1, 2025.

The termination date of this Agreement shall be June 30, 2028.

ARTICLE 1 Recognition and Scope

1.1 Recognition

The Board will recognize the Association as the sole and exclusive negotiation agent for all full-time and regular part-time education support professionals. This contract excludes the positions of Senior Executive Assistant, Executive Assistant, Payroll Clerk, Accounts Payable Clerk, Network Operations Manager, Network Support Specialist, PowerSchool Administrator, Webmaster, Technology Support Specialist, Occupational Therapist, and other managerial, supervisory and exempt positions as may be defined by the Illinois Public Employee Labor Relations Act.

1.2 Scope

Negotiations on behalf of the above employees will be conducted only between the officially designated representatives of the Association and members of the Board. Nothing in this Agreement will prohibit the Board from proper and orderly exercise of its responsibilities, privileges, and prerogatives under law.

1.3 Definitions

A. **FULL-TIME SUPPORT STAFF EMPLOYEE** is one who is regularly scheduled to work at least thirty-seven and one half (37.5) hours per week. Instructional Aides, Sign Language Interpreter, and Registered Nurses work a seven- and one-half hour day (7.5). Secretaries, Security, Maintenance Employees, and Grounds Employees work an eight (8) hour day.

- B. **A PART-TIME SUPPORT STAFF EMPLOYEE** is one who does not meet the definition of a full-time support staff employee.
- **C. DAYS** will mean days when the District Office is open, excluding weekends, winter vacation, and spring vacation.
- WORK DAY for full-time employees will mean seven and one-half (7.5) hour day for Instructional Aides, Sign Language Interpreter, and Registered Nurses and an eight (8) hour day for Secretaries, Security, Maintenance Employees and Grounds Employees.
- E. 12-MONTH EMPLOYEES will mean employees working at least two hundred forty-three (243) days per fiscal year for Secretaries, Maintenance Employees, and Grounds Employees.
- F. 10-MONTH EMPLOYEES will mean employees working at least one hundred eighty (180) days per fiscal year for Instructional Aides, Sign Language Interpreter, and Security and at least one hundred (190) days per fiscal year for Secretaries, Registered Nurses, Maintenance Employees, and Grounds Employees.
- G. SENIORITY will be defined as the length of continuing service within the District as a member of the bargaining unit. A break in service shall be defined as any separation from service that exceeds thirty (30) work days. If an employee returns to the District's employment after a service separation that is thirty-one (31) work days or longer, the employee will be treated as a new hire for all salary, benefits, and seniority purposes. Seniority will be based on the employee's first date of compensable service. In the event that more than one individual employee has the same date of first compensable service, position on the seniority list will be determined by drawing lots. The Office of Human Resource Management will conduct and record the drawing of lots within 30 days of the employee's date of compensable service.
- PART-TIME SENIORITY Part-time employees will accrue seniority on a pro rata basis only among part-time employees within the respective categories of positions in which the employee has served and also remains qualified to hold.
- I. SECRETARIES will be defined as an assistant who handles clerical work for an organization and will include for the purposes of this agreement, but not be limited to Registrars and Copy Room Operators.
- J. INSTRUCTIONAL AIDES will be defined as an employee who works under immediate supervision, assists in assigned work area, and does other clerical duties as required.
- K. **SECURITY** will be defined as employees assigned to guard the physical building and maintain order.

- L. REGISTERED NURSE (RN) will be defined as an employee who holds an RN degree and works with the certified school nurse.
- M. EDUCATIONAL SUPPORT PERSONNEL (ESP) will be defined as any employee covered by this Agreement.
- N. JOB CLASSIFICATIONS are defined in this Agreement as a) Secretaries, b)
 Instructional Aides, c) Security, d) Registered Nurses, e) Maintenance Employees, f)
 Grounds employees, and g) Sign Language Interpreters.
- O. MAINTENANCE EMPLOYEES will be defined as employees who maintain facilities in safe operating conditions performing a wide variety of basic/general maintenance activities.
- **P. GROUNDS EMPLOYEES** will be defined as employees who maintain school grounds in safe operating conditions performing a wide variety of basic/general grounds activities.
- Q. SIGN LANGUAGE INTERPRETERS will be defined as employees who provide interpreting/transliterating services for deaf and hard of hearing students using manual and oral methods of communication.

ARTICLE 2 Employee and Association Rights

2.1 Right of Representation

When an educational support personnel is required to appear before the Administration concerning any matter that may adversely affect the employee's employment, the employee shall be notified of the purpose of the meeting and the individuals to be in attendance. The employee shall be entitled to have an Association representative present. The employee can seek the advice of the Superintendent or designee as to the advisability or necessity of having an available Association representative present of his/her choice.

When any educational support personnel is required to appear before the Board concerning any matter which could adversely affect the employee's employment, the employee's position, or the employee's salary, the employee shall be entitled to have a representative present of his/her choice.

The educational support personnel may be represented by the individual of his/her choice, provided the Superintendent or designee, is notified at least twenty-four (24) hours in advance of the identity of the employees' representative. The twenty-four (24) hours advance notification may be waived by mutual agreement should circumstances create undue hardship on either party.

2.2 Association Information

A. The Administration will provide the Association President a copy of the Board Packet the day prior to the meeting.

- B. The Administration will provide the Association President classification, wage scale, working hours, number of days and other relative employment information for all new hired employees.
- C. The Administration will inform the Association President of each employee termination, resignation, or retirement.

2.3 Personnel File

Each educational support personnel employee will have the right, upon written request to the Superintendent or designee, to review the contents of said ESP personnel file and to place therein written commentary to any of its contents within sixty (60) days of the original file entry. Copies will be given to the ESP upon placement in his/her file. It is the responsibility of the ESP to initial and date the material.

- A. Conditions and Procedures for Placement of Materials in File
 - Only one official personnel file shall be maintained. No material shall be
 placed in the file unless the ESP has had an opportunity to read such
 material. The ESP shall acknowledge that he/she has read any material by
 affixing his/her signature on the copy to be filed.
 - 2. However, any material which has not been reduced to writing within thirty (30) calendar days following the event or occurrence may not be added to the file. Only materials contained in the ESP personnel file may be used to evaluate or discipline the ESP in any manner.
- B. Right to Respond to Materials in File
 - 1. An ESP shall have the right to respond to any material which is entered into their file and the ESP's response shall be attached to the file.
- C. Right to Examine File
 - 1. An ESP shall have the right to a) examine his/her personnel file within twenty-four (24) hours of request and b) to have a representative of the Association accompany the ESP in such review.
- D. Right to Reproduce Materials in File
 - 1. Upon request, the Superintendent or designee will reproduce any materials in his/her personnel file.
- E. Right to Grieve Materials in File
 - In the event any file materials are determined to be inaccurate or unfair as a result of legal or grievance proceedings, such portion of materials will be removed from the ESP's personnel file.
- F. Release of Information
 - 1. An ESP or former ESP shall not divulge any of the contents of the personnel file including a disciplinary report, letter of reprimand, or other disciplinary action to any person or party other than the ESP except as follows:
 - a. School District Official in a need-to-know capacity.

- b. The ESP has specifically waived written notice as part of a written, signed employment application with another employer.
- c. The disclosure is ordered to a party in a legal action or arbitration proceeding.
- d. The information is requested by a government agency as a result of a claim or complaint, or as a result of a criminal investigation.
- 2. The employer shall review a personnel record before releasing information to any party other than the ESP (including school district officials) or except where ordered to a party in a legal action or arbitration proceeding. The Employer shall delete disciplinary reports, letters of reprimand, or other records of disciplinary action which are more than two (2) years old.

2.4 Dues Deduction

The Board shall deduct from each educational support personnel's pay the current dues of the Association, provided that the employee has executed an authorization for continuing dues deduction. The amount of the deduction shall be annually provided by the Association. The employee may revoke automatic dues deduction by a written statement to the Superintendent. The Superintendent shall inform the Association of such revocation within ten (10) days of receipt.

2.5 Meetings, Notices and General Information

With prior approval from the Building Principal or designee, the Association is permitted the use of the school building for meetings.

The Association may use employee mailboxes, inter-school mail, and designated Association bulletin boards for the purpose of internal communication. The Association may use District copying machines, facsimile machines, email, computers, and internet access, provided the Association adheres to Board use policies.

In all matters pertaining to the use of facilities, notices, and general information, appropriate charges to the Association will be made. The Association can meet up to four (4) times per year with its membership during the scheduled work day; in the morning from 7:40 am – 8:00 am or from 3:00 pm – 3:20 pm. None of these meetings will use more than twenty (20) minutes of the scheduled work day. The specific days and times used will be mutually agreed upon by the Association and the Building Principal or designee in advance of the meetings.

2.6 Maintaining and Posting of Seniority Lists

The Board will prepare, maintain, and post the seniority list for educational support personnel. The initial seniority list will be prepared and posted conspicuously in all buildings of the district by February 1st each year. Employees disagreeing with their seniority placement shall respond in writing to the Superintendent and Association President within ten (10) days after the date of posting. A copy of the seniority list and subsequent revisions will be furnished to the Association President and distributed to all District buildings.

The District will not change the seniority list between February 1 and June 30 of each year, except to the extent the Association consents in writing.

ARTICLE 3 Negotiation Procedure

3.1 Ongoing Administration of Contract

Representatives of the Board, Administration and the Association agree to meet during each school year for the purpose of reviewing the administration and content of the Agreement and to resolve problems that may arise. Should such a meeting result in a mutually acceptable amendment to the Agreement; the amendment will be reduced to writing, ratified by the Board and the Association, signed, and appended to this Agreement.

The MESA and Board negotiating teams agree to give notice no later than November of the last year of the contract to discuss the possibility of negotiating the extension of the current contract.

3.2 No Strike

During the term of this Agreement and any extension thereof, neither the Association nor any educational support personnel will authorize or engage in a strike. The District will not lock out any employees.

ARTICLE 4 Employment Conditions

4.1 Substitution

To perform substitute teaching duties, the Instructional Aides are required to have proper substitute certification on file. If an Instructional Aide with proper certification performs substitute teaching duties, the Instructional Aide will be paid in accordance with the substitute teacher payment schedule under applicable Board of Education policy.

4.2 Emergency School Closing - Leave Days

When the schools and school offices are officially closed for any day, or part thereof, by the Superintendent, no leave days will be deducted for such emergency days. 10-month employees will receive their regular pay whether or not the emergency day is made-up. If the emergency day, or part thereof, is made-up, the employees will not receive additional pay for the make-up day.

4.3 Working Conditions

The Board will maintain reasonably safe and sanitary working conditions for all employees within the fiscal capabilities of the District and within the physical capabilities of the building. The Board will provide continuous monitoring of such conditions.

4.4 Vacancy Posting

The District will post all employment vacancies that occur within the bargaining unit on the Human Resource Management website. Association members will be notified via District email when an employment vacancy for a position in the bargaining unit is posted. Employment vacancies will be posted for a minimum of seven (7) working days prior to filling the employment vacancy. All Association applicants who apply that meet the minimum required qualifications will be interviewed, their qualifications reviewed, and the most qualified job applicant will be selected.

4.5 Summer Work - Support Staff

In the event that summer work is available, posting of those positions will be done as soon as known. Postings will include the type of position, duration, number of hours, and qualifications. Qualified employees who apply for the summer positions will be granted the position by seniority and experience.

4.6 Summer Hours

The Board, in its sole discretion, may implement modified summer hours. If the Board decides to implement such summer hours, the modified hours will be as follows, unless otherwise agreed by the Board and Association:

Monday - Thursday: 7:00am - 3:30pm Friday 7:00am - 11:30am

Employees will be paid only for hours worked during the modified summer hours.

4.7 Assignment of Security Employees

A. Covering Shifts and Filling Vacancies
In the event that a shift or position normally filled by a 12-month security employee is not covered or becomes vacant, the Administration may offer the shift or position

to 10-month security employees. If no 10-month security employee volunteers to cover the shift or fill the position, the least senior security employee, whether 10 or 12-month, will be assigned under the following conditions:

- Shifts or positions may be filled on a voluntary basis by any security employee
 through splitting the shift or vacancy between security employees. Employees and
 Administration are encouraged to fill all shifts or vacancies in a cooperative
 manner.
- 2. Assignments will be made on a rotating basis, starting with the least senior employee and moving up the seniority list one name each time a security employee, whether 10 or 12-month, is assigned to fill the shift or position. This provision applies to 10-month employees only during their regular school year employment.
- 3. Such assignments shall not exceed two (2) calendar days. If the shift or position is vacant beyond two (2) calendar days, the next security employee will be assigned, based on 2 above.
- 4. Employees who have pre-approved leaves will not have those leaves cancelled.
- 5. Shift assignments will not be arbitrary or capricious.
- 6. During the following holidays, no security employee will be forced to work: Thanksgiving Day, Christmas Eve, Christmas Day, New Years Eve, New Years Day, and Easter.

7. Holidays

All security staff who work on holidays (overtime or not) will be compensated at two times the employee's normal rate of pay. 12-month security may be required to work Sundays, Holidays, (except those listed in 4.7 A 6), weekends, and days when the District Office is not open including Spring break and Winter break.

- 8. The District will provide each Security employee up to two-hundred dollars (\$200) each fiscal year in reimbursement for black work shoes/black pants with the approval of the administration. Reimbursement shall only occur with submission of the original itemized receipt.
- 9. Security employees will receive training (e.g. CPI, CPR, or other training pertinent to the position as determined by the administration) by an individual or individuals certified to provide such training or by a member of the administration.
- B. Transfer to Different Shift: The Administration may permanently transfer security employees to different shifts to meet the needs of the School District. Decisions to make such transfers will not be arbitrary or capricious.

4.8 Assignment of Maintenance Employees and Grounds Employees

A. Work Day

Maintenance employees and Grounds employees will work an eight (8) hour day Monday through Friday. Maintenance employees and Grounds employees will have their regular hours of work defined each year by July 1st.

B. Call Back

If an employee is called back to work or called to work due to an emergency, the employee shall receive a minimum of three (3) hours of overtime pay regardless of the time worked.

C. Break Periods

Maintenance employees and Grounds employees shall be allowed two (2) fifteen (15) minute breaks four (4) hours apart. Maintenance employees and Grounds employees shall be provided one (1) thirty-minute (30) unpaid meal break every five and one-half (5.5) hours, until the end of their shift.

D. Uniforms

The District will provide each Maintenance employee and Grounds employee with five (5) new short-sleeve and five (5) new long-sleeve D120 Facilities, Maintenance, and Construction t-shirts. When shirt(s) become unfit for District representation, the employee may request replacement of the shirt at District expense. For security purposes, unfit shirts shall be returned to the District at the time of replacement.

E. The District will provide each Maintenance employee and Grounds employee with two (2) new D120 Facilities, Maintenance, and Construction winter-weight outdoor coats. When coat(s) become unfit for District representation, the employee may request replacement of the coat at District expense. For security purposes, unfit coats shall be returned to the District at the time of replacement.

F. Work Shoes/Work Boots

The District will provide each Maintenance employee and Grounds employee up to two-hundred dollars (\$200) each fiscal year in reimbursement for work shoes/work boots with the approval of the Administration. Reimbursement shall only occur with submission of the original itemized receipt.

G. Other Equipment

The District will provide each Maintenance employee and Grounds employee with protective gear, as needed. Employees will not be required to purchase, at their own expense, specialized tools or equipment for the operation of the district.

ARTICLE 5 Employee Benefits

5.1 Retirement Insurance Benefit

On behalf of an Educational Support Personnel who notifies the District by March 31, a) works a minimum of twenty (20) years in District 120, b) elects to retire under the retirement provisions of the Illinois Municipal Retirement Fund (IMRF), c) is at least 55 years of age at retirement, and d) elects to remain with the District 120 Insurance Plan, the Board of Education shall pay 25% of the annual current premium cost of single medical and/or dental insurance for a period of up to five (5) years.

5.2 IMRF Retirement System

The Board of Education will pay on behalf of the employees who have an expectation of at least 600 hours of work per year the maximum employer share percent contribution stipulated by the State of Illinois IMRF for each educational support personnel during the length of this Agreement, in accordance with Illinois statutes.

5.3 Tax-Deferred Annuities

The Board of Education shall make available to all employees of the District the opportunity to participate in the District's 403(b) Plan. The payment of annuity premiums for an employee shall substitute for the compensation otherwise payable directly to the employee so that the employee may obtain the benefits of Section 403(b) of the Internal Revenue Code of 1986, as amended.

The business office shall maintain a list of approved vendors who have complied with IRS and District requirements and are currently being used by the District. Any vendor who does not comply with IRS and District requirements shall be dropped from the approved list, and no further 403(b) contributions may be made to that unapproved plan. No employee will be forced to drop or change an existing annuity with a company that is in compliance.

If a vendor ceases to provide a service to Mundelein High School employees at any time, that vendor at later application shall be deemed a new vendor.

The Board of Education of Mundelein Consolidated High School District 120 shall, however, deal directly with only one representative from each company. All contracts with a particular company must clear through and be submitted by a single representative. The district manager in charge of

the Mundelein area for each company or an agent designated by the district manager will be the only recognized representatives. Only investment products complying with all applicable laws, regulations and Plan provisions will be offered under the Plan. Contracts containing life insurance provisions are not acceptable.

ARTICLE 6 Management Rights

6.1 Management Rights

The Board hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities, subject to the terms of the collective bargaining agreement conferred upon and vested in it by the laws and the Constitutions of the State of Illinois and the United States of America, including but without limiting the generality of the foregoing, the rights:

- A. To the exclusive management, organization and administrative control of the District and its properties and facilities;
- B. To direct the work of its educational support personnel, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into Agreements with private vendors for services;
- C. To hire all educational support personnel, and subject to the provisions of law, to determine their qualifications and the condition for the continued employment;
- D. To establish educational policies, goals and objectives; to ensure rights and education opportunities of students; to determine staffing patterns, to determine the number, deployment and kinds of personnel required in order to maintain the efficiency of District operations; and
- E. To build, move or modify facilities; establish budget procedures and determine budgetary allocations.

ARTICLE 7 Employee Discipline

7.1 Probationary Employee

New Educational Support Personnel employees will be regarded as probationary employees for the first ninety (90) work days and will receive no continuous service credit during such period. After the first ninety (90) calendar days of employment, probationary employees will receive an informal evaluation and be provided an opportunity to improve any deficiencies in their performance during the remaining probationary period. Probationary employees continued in the service of the Board subsequent to the probationary period of ninety (90) work days will receive full and continuous service credit from the date of original hiring.

7.2 Just Cause

No non-probationary employee will be suspended without pay or dismissed without just cause.

7.3 Employee Discipline

Discipline is subject to the grievance procedure.

Progressive discipline, such as verbal and written reprimands or suspensions, may be appropriate prior to dismissal depending upon the egregious nature of the individual circumstance. The Employer retains the right to decide the appropriate discipline for the offense.

ARTICLE 8 Reduction and Reinstatement of Staff

8.1 Layoff

In the event of a layoff, employees in the particular job classification or classifications (i.e., instructional aides, secretaries, security, nurses, maintenance, grounds, and sign language interpreters) will be laid off in reverse order of seniority irrespective of the department or departments in which the reduction is or the reductions are made. Employees who are the subject of a layoff have the right to bump junior employees in their same classification. Employees who are the subject of a layoff have the right to transfer into another job classification in which they previously held a position in the District; to the extent their District seniority is greater than employees in that job classification. Employees will be recalled to a vacancy within their last job classification in the reverse order in which they were laid off and provided the same seniority and Wage Step as earned prior to the layoff. For all lay-off and bumping purposes, 10-month and 12-month employee seniority shall be considered equal.

8.2 Notice

Employees to be laid off will be notified not less than 30 days prior to their last day of work.

ARTICLE 9 Grievance Procedure

9.1 Definitions

- A. The term grievance will be defined as any claim by the Association, Employee, or Group of Employees covered under this Agreement that there was a violation, misinterpretation, or misapplication of this agreement.
- B. Time limits mentioned throughout the procedures shall consist of days the District office is open. For purposes of calculating the time limits, the day a grievance or grievance response is filed will count as day zero (0).
- C. The parties acknowledge that an employee and the employer may resolve problems through free and informal communications. Nothing contained in the procedure will limit the individual from informally discussing the complaint with his supervisor, principal, and/or superintendent.
- D. The filing of a grievance will be within thirty (30) days from the date of actual occurrence, or when the grievant might have had reasonable knowledge thereof, unless the violation is of a continuing nature.

9.2 Procedure

Step One

The Educational Support Personnel employee or the Association may present the grievance, in written form, to the immediate supervisor detailing what the grievance is, the provision of the Agreement allegedly violated, what action has been taken, and what remedy is sought. The supervisor will arrange for a meeting to take place within ten (10) days of receipt of the written grievance. The supervisor will provide a written answer to the aggrieved Educational Support Personnel employee and the Association within fifteen (15) days after the meeting. This written response will include the reasons for the decision. A copy of the grievance and a copy of the written response will be filed in the Superintendent's office.

Step Two

If the grievance is not resolved in Step One, the Educational Support Personnel employee or the Association may refer the grievance to the Principal, within seven (7) days after receipt of the written response in Step One. The Principal will cause to have a meeting within seven (7) days to review the grievance. Each party will have the right to include in its representation such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Principal will have seven (7) days in which to provide his/her written decision with reasons to the aggrieved Educational Support Personnel employee and the Association.

Step Three

If the grievance is not resolved in Step Two, the Educational Support Personnel employee or the Association may refer the grievance to the Superintendent within seven (7) days after receipt of the written response in Step Two. The Superintendent will cause to have a meeting within seven (7) days to review the grievance. Each party will have the right to include in its representation such witnesses as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have seven (7) days in which to provide their written decision with reasons to the aggrieved Educational Support Personnel employee and the Association.

Step Four

If the grievance is not satisfied as in Step Three, the Educational Support Personnel employee or the Association may submit the grievance to the Board of Education within fifteen (15) days of receipt of the Superintendent's written response. The Board of Education will review the grievance. Upon conclusion of the proceedings concerning the grievance, the President or Designee of the Board of Education shall have fifteen (15) days to provide the Board's written decision and the reasons for that decision, to the aggrieved Educational Support Personnel employee and the Association.

9.3 Arbitration

If the grievance is not settled at Step 3, the Association may submit the grievance to final and binding arbitration. The Federal Mediation and Conciliation Services (FMCS) will administer the proceedings. If a demand for arbitration is not filed within fifteen (15) days of the receipt of the Board's written decision by the Association, the grievance will be deemed withdrawn. Each party will bear the full costs for its representation in the arbitration. The Association and the Board will

each be responsible for payment of one-half of any administrative fees charged by the FMCS and the arbitrator's fee.

9.4 Class Grievance

A grievance involving one or more supervisors and grievances involving an administrator may be initially filed as in Step One.

9.5 No Reprisals

No reprisals of any kind will be taken by the Board against any employee because of his participation in a grievance.

9.6 Filing of Materials

All recommendations dealing with procedures of a grievance will be filed separately from the personnel file of the participant.

9.7 Informal Grievance Procedures

The informal grievance procedure by which the Superintendent and/or designee, the Association President, and the grievant will meet to discuss the proposed grievance will not be limited to the time before the actual grievance has been filed but may continue throughout each step of the grievance procedure. The intent of the informal grievance procedure is to resolve grievances or possible grievances through cooperation and open communications. The informal grievance procedure is voluntarily entered into by all parties. Records and proceedings of the informal grievance procedure will not be kept nor will reference to such activities be made during any formal grievance process.

9.8 Grievance Withdrawals

A grievance may be withdrawn at any level; and if withdrawn, such grievance will be treated as not having been filed.

9.9 Grievance Forms

To be developed jointly by the Board and the Association.

9.10 No Written Response

If no written response has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step by the Association within seven (7) days after the written decision was due.

ARTICLE 10 Wage Differential

10.1 Work Day/Week - Support Staff

- A. Educational support personnel who work four (4) or more hours on assigned work days will receive one 30-minute duty-free unpaid lunch and one 15- minute paid break. Employees who work six (6) hours or more will receive one 30-minute duty-free unpaid lunch and two 15-minute paid breaks.
- B. Security personnel must take at least one (1) break separate from lunch.

10.2 Overtime - Support Staff

All educational support personnel will be paid overtime at the rate of 1.5 times their regular hourly rate for all hours worked in excess of forty (40) hours worked per week. Jury Duty, Vacations, Holidays, Sick leave, and Personal Days do not apply to a 40 hour work week.

10.3 Compulsory Meetings - Support Staff

Meetings of all educational support personnel outside of regular work hours, at which attendance is required by the employer, will be considered working time. Payment for attendance at such required meetings will be a minimum of one-half (½) hour. Time will be calculated in ¼ hr. increments after the first half-hour.

10.4 Wage Schedule Placement

New educational support personnel being hired shall be placed on the wage schedule dependent upon allowable experience credit. A new employee being hired shall receive credit for previous related business experience or professional training beyond high school which is directly related to his/her duties as an employee if such information is provided at the time of employment. Each two (2) years of related experience and/or college education, or major portion thereof, shall entitle the new employee to one (1) step on the wage schedule, provided that such credit may not result in a placement on the schedule higher than Step 10. In the event the Board proposes to grant a newly hired employee placement on the wage schedule above Step 10, the Board will discuss such placement with the Association President prior to such placement. Creditable experience shall be determined by the Administration and verified to the Association President prior to Board hiring.

10.5 Extra Duty

Opportunities for extra duty employment will be communicated to all staff via District email. All staff possess the ability to sign up for extra duty employment assignments and dates of interest. By contract, qualified Mundelein Education Association (MEA) certified staff will be given priority for assignments and dates of interest. Should extra duty employment vacancies remain available after certified staff are assigned, qualified classified staff (MESA) will be assigned based on their qualifications and selected dates of interest. The most qualified classified staff will be assigned based on the judgment of the District. Should extra duty employment vacancies remain available after classified staff are assigned, qualified non-union employees and members of the general public will be assigned. Extra duty athletics and activities assignment lists will be published and available for staff view within two (2) weeks of the closing date established by the Associate/Assistant Principal, Director of Athletics, and/or designee.

A. Extra duty employment assignments include, but are not limited to school activity and event workers (ticket takers, greeters, translators, and event support), as well as athletic contest workers (ticket takers, contest announcers, scorekeepers, timekeepers, competition judges, and event support). Employees interested in working extra duty employment opportunities should contact the Associate/Assistant Principal and/or Director of Athletics to express interest in working extra duty employment assignments, share information regarding their qualifications and/or experience related to working specific events, and request training opportunities to become qualified to work extra duty employment assignments.

B. Classified employees will receive 1.5 times their hourly rate of pay per hour when working the following events that occur after hours.

Translation Services - All Events
Graduation
Graduation
Student Dances
Graduation Party
The Mustang
Post Prom
Punt/Pass/Kick
Senior Girls Sleepover
Athletic Event Workers
Ticket Takers - All Events
School Musicals
School Plays
School Concerts
Student Performances/Shows

C. Classified employees will receive \$70.00 per hour for the synchronous translation of information presented to audiences during workshops, presentations, and parent education events.

10.6 Specialized Student Care

Instructional Aides who provide students with personal hygiene care shall receive a \$1.00 per hour wage differential. Assigned by the administration, the number of employees to receive the wage differential will be based on two (2) employees per one (1) student/participant who necessitates the care. When assigned staff members are absent, back up staff members will provide the personal hygiene care.

In the event there is insufficient staffing to provide the personal hygiene care, classified nursing staff and the administration will assist in providing the personal hygiene care. Classified nursing staff and members of the administration who provide the personal hygiene care do not receive the \$1.00 per hour wage differential.

Instructional Aides assigned to provide personal hygiene care will be provided with the student/participants feeding plan, safety plan, and/or IEP as well as provided training by the district prior to the start of a new assignment.

ARTICLE 11 Professional Growth/Tuition Reimbursement

11.1 Employee Reimbursement

Full-time educational support personnel employees who have completed one full year at Mundelein High School will be reimbursed at a rate of up to \$119 per credit hour for courses previously approved by the Principal that are determined to be work-related or will be mutually beneficial to the District and the employee. If the cost of a course is less than \$119 per credit hour, then the employee will be reimbursed for the actual cost of the course up to a maximum of \$357 for non-credit courses. Reimbursement will be restricted to the cost of course tuition only. Full-time educational support personnel will receive reimbursement for no more than 12 hours every 24 months.

The Board of Education will reimburse an ESP employee a maximum of \$119 per semester hour, for pre-approved courses from an accredited institution of higher learning.

11.2 Approved Application

The approved application form must be submitted to the Business Manager or Superintendent designee, prior to the individual course enrollment.

11.3 Reimbursement

Reimbursement is contingent upon an approved pre-approval form, successful completion of the course, minimum grade of "C," and submission of an original copy of the transcript to the Business Manager. The transcript must be submitted no later than one year from the date of the pre-approval form, or reimbursement is forfeited. Courses taken prior to beginning date of employment do not qualify for tuition reimbursement.

ARTICLE 12 In-Service Education

12.1 Professional Growth and Development

With written approval of their immediate supervisor, Educational Support Personnel may be released with full pay to attend conventions, workshops, conferences, visit exemplary programs, and participate in other work-related growth activities. Requests for attendance at such functions shall be made on a Conference Travel Request Form. At the time of approval, the principal shall indicate which expenses, if any, shall be provided by the District. After the event, the employee shall submit receipts of any approved expenses.

ARTICLE 13 Wage Schedule

13.1 Base Wage

2025-2026 salary increase of 3.0% plus step. 2026-2027 salary increase of 3.0% plus step. 2027-2028 salary increase of 3.0% plus step.

See appendix A.

13.2 Longevity Increase

All full-time educational support personnel having been employed in the district will receive a onetime stipend of the dollar amount listed below correlating to the milestone year of service in the district. This stipend is a non-cumulative stipend.

Upon completion of 5 years of district employment - \$500 Upon completion of 10 years of district employment - \$1,000 Upon completion of 15 years of district employment- \$1,500

Upon completion of 20 years of district employment educational support personnel will receive \$1,250 per year and each subsequent year of employment.

13.3 Pay Checks

Full-year employees will be paid over twelve (12) months. School-year educational support personnel will have the option to be paid over ten (10) months or (12) months. Part-year employees will be paid over their period of service.

Normal pay dates will be the 15th and the 30th of each month (except for February, which will be the last day of the month), except when those days fall on weekends or holidays, in which case the pay date will be the previous workday.

ARTICLE 14 Employee Fringe Benefits

14.1 Holidays

A. All 12-month educational support personnel will receive as paid holidays at their straight time wage rate when such holidays occur during the employee's regular work week. If the Board adds additional holidays or non-attendance days to the school calendar, they will also be paid holidays that year.

Should 10-month or 12-month educational support personnel resign the day after a paid holiday, the effective date of the resignation will be calculated to be the last paid workday prior to the notice of resignation.

Holiday	12-month Employee	10-month Employee
Independence Day	Paid Day Off	N/A
Labor Day	Paid Day Off	Paid Day Off
Veteran's Day	Floating Holiday Used Before Dec 31, 2024	Floating Holiday Used Before Dec 31, 2024
Columbus Day/Indigenous Peoples Day	Paid Day Off	Paid Day Off
2024 General Election Day (Nov. 5, 2024)	Paid Day Off	Paid Day Off
Wednesday Before Thanksgiving	Paid Day Off	Paid Day Off
Thanksgiving Day	Paid Day Off	Paid Day Off
Thanksgiving Friday	Paid Day Off	Paid Day Off
Christmas Eve Day	Paid Day Off	Paid Day Off
Christmas Day	Paid Day Off	Paid Day Off
New Year's Eve Day	Paid Day Off	Paid Day Off

New Year's Day	Paid Day Off	Paid Day Off
Martin Luther King Day	Paid Day Off	Paid Day Off
Presidents Day/Lincoln's Birthday	Paid Day Off	Paid Day Off
Casimir Pulaski Day	Floating Holiday Used Before May 1st	Floating Holiday Used Before May 1st
Spring Break Friday	Paid Day Off	Paid Day Off
Good Friday	Paid Day Off	Paid Day Off
Memorial Day	Paid Day Off	Paid Day Off If It Falls During the School Year
Juneteenth	Paid Day Off	N/A

- B. Employees may use their floating holiday for the purposes of observing a religious holiday during the first semester of the school year by petitioning the Building Principal or designee at least fourteen (14) days in advance of the date the holiday will be observed. Should an employee discontinue employment with the District after the date the floating holiday was used but before Casimir Pulaski Day, the employee's final pay will be reduced by one day.
- C. Educational support personnel may be required to work if their presence is required because of an emergency or for the continued operation and maintenance of school facilities and property.
- D. Educational support personnel who work on a holiday will be paid two (2.0) times their straight wage.
- The Board may in its discretion seek a waiver from the State of any of the above listed holidays. In such case, the Board may elect to celebrate the waived holiday on a different date during the school term or grant a floating holiday. If a floating holiday is granted, not more than 10% of the employees in a category of position may observe the floating holiday at the same time. Educational support personnel will submit a written request to the Principal or designee. Requests will be granted on a first come, first served basis. Failure of an employee to observe a floating holiday during the school year will result in the loss of such holiday.

14.2 Vacation

12-month full-time educational support personnel shall receive vacation days based on the accrual schedule below. Vacation days do not accumulate year-to-year. Any unused vacation time is forfeited if not used before June 30th of each year. In the event a 10-month employee transfers into a 12-month full-time role, the total years of district employment for 10-month and 12-month employees will be calculated the same.

Length of District Employment	Vacation Days Received July 1st	
Less than 90 Days (Probationary Employee)	0	
91 Days to 1.99 Years of Service	5	
Years 2 to 4.99 Years of Service	10	
Years 5 to 9.99 Years of Service	15	
Years 10 and Above	20	

14.3 Jury Duty

The Board of Education shall pay the regular salary to educational support personnel called to serve as jurors or subpoenaed to appear before legal and quasi-legal review panels as a witness.

14.4 Insurance

During the term of the agreement, the Board will pay the following rates of the monthly premium for the health and dental benefits to be provided to eligible bargaining unit employees:

HMO Single - 100%
HMO Single +1 75%
HMO Family - 46%

PPO Single - 100%

PPO Single + 1 - Cost of PPO Single PPO Family - Cost of PPO Single

Dental Single - 100%
Dental Single +1 - 70%
Dental Family - 70%

The Board will pay for premiums for life insurance coverage up to one and one-half (1.5) times the employee's annualized wages to the nearest one thousand dollars (\$1000.00).

If the premiums for the District health insurance plan will result in an excise tax as a "Cadillac" insurance plan under the Patient Protection and Affordable Care Act ("PPACA"), the Insurance Study Committee will recommend to the Board and the Association insurance plan design changes to reduce the cost of the health insurance plan below the "Cadillac" threshold set by the PPACA to prevent the imposition of the excise tax.

14.5 Part-time Benefits

The Board offers the same group insurance coverage to part-time educational support personnel employees who regularly work a minimum of twenty five (25) hours per week. The Board pays a prorated amount of the benefit premium equivalent to the percentage of time the eligible part-time employee works.

14.6 Insurance Study Committee

An Insurance Study Committee shall be formed including the following members:

- 1. The Superintendent or designee of District 120;
- 2. One Mundelein Education Association member;

- 3. One Board of Education member at the Board's discretion;
- 4. One Mundelein Educational Support Association member; and
- The Chief School Business Official.

The purpose of the Study Committee shall be to study a program and coverage for employees covered under this Agreement.

The Study Committee shall report to the Board of Education and the Mundelein Educational Support Association with their recommendations.

The Administration and Association shall form a Working Committee to investigate alternative plans and companies for the Health and Dental coverage as outlined in this Article.

ARTICLE 15 Leaves

15.1 Sick/Flex/Bereavement Leave

A. Leave will be granted at the following rates:

12-month employees: Sixteen (16) total days per year 10-month employees: Thirteen (13) total days per year

- 1. Sick leave may be used for personal illness, quarantine at home, or illness in the immediate family or household.
- 2. Employees may use up to five (5) leave days for flex leave to attend to personal business and/or for religious observances. Flex leave cannot be used the day prior to or day immediately after winter break, spring break, and summer break without prior approval from the Principal or designee.
- 3. Employees may use up to five (5) leave days for bereavement leave. Bereavement leave may be used regardless of the relationship to the employee.

Employees misuse of sick leave shall be subject to Educational Support Personnel discipline, pursuant to Article 7.

B. Leave days will be accumulative. All leave information will be accessible to the employee in the absence management system. Instructions on how employees can access their leave use and accumulation will be included in the employee handbook.

15.2 Leaves of Absence

Upon recommendation of the Superintendent, the Board will grant to a full-time employee, an unpaid leave of absence as provided below. For leaves that are not FMLA protected or agreed FMLA extension(s), the employee will neither lose place nor advance on the salary schedule during that leave. A salary schedule advance may be recommended by the Superintendent for professional leave of direct benefit to the District. Upon return from leave, the employee shall be assigned to a position within the parameters of his/her certificate. A leave of absence may be requested for the following reasons.

- A. Family Medical Leave Act
 The District will grant Association members unpaid-job-protected family and
 medical leave of absence under the terms and conditions of the Family Medical
 Leave Act (FMLA).
 - 1. Eligible employees covered by this Agreement may take up to twelve (12) work weeks of family and medical leave in a twelve-month period. Leave may be continuous or intermittent. Employees have the option to use FMLA while on sick leave. Employees may also use earned sick time concurrently while on FMLA leave.
 - 2. An employee on family or medical leave will continue to be covered under the District's life, health and dental insurance plans and will receive any other insurance benefits under the same terms as if the employee had been continuously working during the leave period. The continuation of benefits pursuant to this policy ends on the effective date of the notification to the District of the employee's intent not to return to work, when the employee fails to return to work on the scheduled date unless an emergency exists preventing such a return, or if the employee exhausts their family medical leave rights.
 - 3. Family and Medical Leave shall be calculated in a "rolling" 12-month period. A rolling 12-month period is measured backward from the date an employee starts any FMLA qualifying leave. Under this calculation method, each time an employee takes FMLA leave, the remaining 12-month leave entitlement is determined to be the unused balance of the annual 12 weeks' entitlement that the employee has not used during the preceding 12 months.
 - 4. During a leave, an employee will not accrue seniority unless an employee uses paid sick leave. Upon conclusion of the leave, the employee will be restored to a position within the same job classification with any general pay increases or benefit enhancements granted during the leave if the leave starts and ends within the same school year, or within the same job classification with equivalent benefits, pay and other terms and conditions of employment, if the leave ends beyond the end of the school year in which it started.
 - If any employee seeks an intermittent or reduced schedule medical leave, the District may temporarily transfer the employee to an available alternative position for which the employee is qualified with no reduction in pay or benefits if the transfer better accommodates the requested recurring periods of leave.
 - An employee requesting leave must provide notice to the of Office of Human Resource Management as soon as practicable. In requesting leave, an employee will provide sufficient information to demonstrate the circumstances qualify for family or medical leave.
 - 7. Other qualifying persons for leave under the Family Medical Leave Act are:
 - The employee has a serious health condition that makes the employee unable to perform the essential functions of their job;
 - The employee must provide care for the employee's spouse, partner, child (biological, adoptive, or step-child), parent, acting in the capacity as a parent, or in-law with a serious health condition; or

- other qualifying persons as identified in the Family Medical Leave Act;
- The birth, recovery, and/or care and bonding with the newborn child. Parents/guardians have the same right to take FMLA leave to care and bond with a newborn child. A pregnant person can also take FMLA leave for prenatal care, incapacity related to pregnancy, and for their own serious health condition following the birth of a child. A parent/guardian can also use FMLA leave to care for their spouse who is incapacitated due to pregnancy or childbirth;
- Placement of a child for adoption or foster care;
- Because of a qualifying exigency arising out of the fact that the employee's spouse, partner, child (biological, adoptive, or stepchild), parent, or in-law is a military member on covered active duty (or has been notified of an impending call or order to covered active duty status); or
- The employee may take up to 26 weeks of leave to care for a covered service member with a serious injury or illness if the employee is the spouse, partner, child (biological, adoptive, or step-child), parent, or in-law, or next-of-kin of the covered service member;
- The employee may take up to 12 weeks of leave in the event they are the victim of domestic abuse/violence; or
- Other qualifying persons as identified in the Family Medical Leave Act.
- 8. For the purposes of family or medical leave, a serious health condition is an illness, injury, impairment or physical or mental condition that involves:
 - A period of incapacity or treatment in connection with in-patient care in a hospital, hospice, or residential medical facility;
 - A period of incapacity requiring absence from work, school, or other regular daily activities for more than three (3) calendar days and involving continuing treatment by a healthcare provider;
 - Continuing treatment by a health care provider for a chronic or longterm condition that is incurable or so serious that, if not treated, would likely result in a period of incapacity of more than three (3) days or for prenatal care; or
 - Other qualifying reasons as identified in the Family Medical Leave
 Act.
- Substitution of Paid Leave/Concurrent Leaves
 While FMLA leave is normally unpaid, the District will substitute an employee's accrued paid leave for unpaid FMLA leave. All FMLA rules regarding the use of paid leave apply when paid leave is substituted for unpaid FMLA leave. Any substitution of paid leave for unpaid FMLA leave will count against the employee's FMLA leave entitlement. After all available accrued paid personal or sick leave has been expended, the remaining FMLA will be unpaid.
- 10. Benefits During Leave The Board will maintain health care coverage and pay the Board's share of the employee's health insurance premium and other group benefit

premiums for the duration of the 12-weeks of FMLA leave under the same conditions as if the employee had continued to work.

11. Application Procedures

In a known circumstance, application should be submitted to the Office of Human Resource Management for the Board's approval at least 30 calendar days prior to the first day of the leave.

In unforeseen situations, employees should provide as much notice to the Office of Human Resource Management as possible, generally within two (2) business days after the need for Family and Medical Leave becomes known.

When the employer acquires knowledge that leave may be for a FMLA purpose, the employer will notify the employee of his/her eligibility to take leave, and inform the employee of their rights and responsibilities under the FMLA. When the employer has enough information to determine that leave is being taken for a FMLA-qualifying reason, the employer will notify the employee that the leave is designated and will be counted as FMLA leave.

When possible, additional notice of the employee's intention to return to work shall be provided to the Office of Human Resource Management at least 30 calendar days before the date the leave is to terminate.

B. Military Leave

The Board shall grant an employee who shall be inducted into the Armed Forces of the United States leave not to exceed four (4) years.

C. Other Leave

The Board may at its discretion grant leave to an employee for other purposes.

Written application for such leave shall be made to the Office of Human Resource Management at least ninety (90) days in advance. If granted, the leave may be made subject to such conditions as shall be deemed appropriate. Said leave may utilize accrued sick/personal days or may be unpaid.

D. Sick Leave Following Birth of a Child or Adoption of a Child/Placement of a Child for Adoption/Acceptance of a Child in Foster Care
Following the birth of a child or the adoption of a child/placement of a child for adoption/acceptance of a child in foster care, the employee may utilize accrued sick/personal days up to 30 working school days of paid sick leave over the course of one (1) calendar year. Leave may be continuous or intermittent and is not dependent on the need to recover from childbirth and may be used absent medical certification. For paid sick leave for adoption, placement for adoption, or acceptance of a child in foster care, the Board may require that the individual provide evidence that the formal adoption process or formal foster care process is underway.

E. Extended Childcare Leave

The Board may at its discretion grant leave to an employee for the purposes of an extended childcare leave. Written application for such leave shall be made to the Office of Human Resource Management at least ninety (90) days in advance of the anticipated leave. If granted, the leave may be made subject to such conditions as shall be deemed appropriate. Said leave may utilize accrued sick/personal days or may be unpaid.

F. Extended Medical Leave

The Board may at its discretion grant leave to an employee for the purposes of an extended medical leave. Written application for such leave shall be made to the Office of Human Resource Management at least thirty (30) days in advance of the anticipated leave. If granted, the leave may be made subject to such conditions as shall be deemed appropriate. The employee may utilize accrued sick/personal days or may be unpaid.

Article 15.3 Association Leave

The Board agrees to allow up to a total of ten (10) days of leave in the event that the Association desires to send representatives to local, state, or national conferences and other official Association meetings. The Association will give the names of the likely representatives to the Board in advance. The Board shall not assume responsibility for any costs incurred for travel, meals, and miscellaneous expenses for those representatives.

These representatives shall be excused without loss of salary, providing the Association reimburses the District at the actual substitute rate and providing that a written request for notice of leave has been submitted and approved by the Principal ten (10) days in advance, if possible.

The Association President will not be assigned to work with students during homeroom and may perform union responsibilities within the building during this time.

15.4 Post-Retirement Service Recognition

Educational support personnel who possess ten (10) or more continuous years of district service shall receive the following one-time post-retirement service recognition payment based on the number of years of district employment and number of years of advanced notice of retirement provided to the district. Formal written notice of the employee's intent to retire must be received by the district no later than February 1st.

To be eligible to receive this benefit, IMRF Tier 1 educational support personnel must be at least age 55, cannot be working in any position which qualifies for IMRF participation, and have at least eight (8) years of service credit. IMRF Tier 2 educational support personnel must be at least age 62, cannot be working in any position which qualifies for IMRF participation, and have at least ten (10) years of service credit.

Payment by the district will be made within 60 days of last day worked.

1 Year of Prior Notice	\$100 Per Year of District Employment Up to 30 Years
2 Years of Prior Notice	\$150 Per Year of District Employment Up to 30 Years
3 Years of Prior Notice	\$200 Per Year of District Employment Up to 30 Years

ARTICLE 16 Supervision

16.1 Activity Assignments

Unless individuals volunteer, no employees will be assigned supervisory duties during vacation or when school is in recess. A school vacation begins the last day of student attendance at the end of the employee day.

ARTICLE 17 Uninterrupted Service

17.1 Intent

It is the intent of the parties to attain peaceful, orderly relations and efficient, uninterrupted service within the school district. Hence, the parties involved will set forth in this Agreement the employees it represents and the procedures through which the Association and represented employees can secure redress for any grievance arising from this Agreement.

17.2 Violation of Agreement

In the event of any action in violation of this Agreement, the Association will post notices immediately at any or all schools affected and write a registered letter of reproach to the party in violation, advising that such action is in violation of this Agreement and unauthorized by the Association. The Association will advise such employees to return forthwith to their regular duties. If the Association takes the foregoing steps and has not acted in violation of its obligations under this article, it will not be liable in any way for such activities.

17.3 Non-Support of Violation of Agreement

The Association will not support the action of any employee taken in violation of this article, nor will it directly or indirectly take reprisals of any kind against an employee who continues or attempts to continue full, faithful, and proper duties and obligations, or who refuses to participate in any of the activities prohibited by this article.

ARTICLE 18 Understandings, Definitions, and Intent

18.1 Understandings

All items contained in this Agreement are effective July 1, 2025. The effective date of this Agreement upon ratification of both the Mundelein Educational Support Association and the Board of Education will be July 1, 2025 and shall remain in effect until June 30, 2028. Upon ratification of the Agreement, both parties, the Mundelein Educational Support Association and the Board of Education, agree that all prior contracts and Agreements affected by this Agreement are null and void as of July 1, 2025.

18.2 Association Contract Violations

Should the Board of Education allege a violation of this Agreement, the Superintendent and President of the Mundelein Educational Support Association will meet to determine if a specific violation of the Agreement did occur and to recommend to the Board of Education a specific action.

The Superintendent and the President of the Mundelein Educational Support Association may submit independent written recommendations regarding alleged Agreement violations to the Board for review and consideration.

18.3 APPROVAL OF CONTRACT	
In witness whereof, the parties have caused these present to be signed and attested day of, 2025.	this
For the Mundelein Educational Support Association	
Sogath	F
President	
Secretary	
For the Board of Education of Mundelein Consolidated High School District 120	
HART	
President	
1 Cm Marie	
Secretary	