

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, 2019.

The termination date of this Agreement shall be June 30, 2024.

**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 educational support professionals. This contract excludes the District maintenance employee, Superintendent's secretary, Principal's secretary, Assistant to the Business Manager, Payroll Coordinator, Accounts Payable Coordinator, Human Resources Coordinator, Director of Technology, Network Operations Manager, Network Support Specialist, PowerSchool Administrator, Webmaster, Desktop Support Specialist, Community Coordinator, Executive Assistant to the Director of Special Education, Head of Security, Occupational Therapist, Parent Liaison, and other managerial, supervisory and exempt employees as may be defined by the 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. **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 work a seven and one half hour day (7.5). Secretaries/Security 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.
- D. **WORK DAY** for full-time employees will mean seven and one-half (7.5) hour day for instructional aides and an eight hour day for secretaries and security.
- E. **12-MONTH EMPLOYEES** will mean employees working at least two hundred forty three (243) days per fiscal year.
- F. **10-MONTH EMPLOYEES** will mean employees working at least one hundred eighty (180) days per fiscal year for Instructional Aides and Security and at least one hundred ninety (190) days per fiscal year for Secretaries.
- G. **SENIORITY** will be defined as the length of continuing service within the District as a member of the bargaining unit. 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.
- H. **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 and d) Registered Nurse.

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
 - 1. 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. The ESP shall have the right to respond to any material which is entered into his/her 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
1. 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. 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

The Association will not be denied the following, provided it has pre-approval from the Superintendent.

- A. Use of the school buildings for meetings.
- B. Use of the Employee mail boxes, inter-school mail and school bulletin boards for the purpose of internal communication.
- C. Use of school equipment, typewriters, and duplicating machines.
- D. Use of school computers, email and internet access, provided that the Association adheres to the Board computer, email, and internet 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. These meetings may be scheduled on student early release days. 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 Administration 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 in the staff mailroom for a minimum of seven (7) working days prior to filling the employment vacancy. Education support personnel will be entitled to an online interview via the District's employment application process. All job applicants will be considered, 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:	7:00 a.m. – 3:30 p.m.
Friday:	7:00 a.m. – 11:30 a.m.

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:

1. 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.
- 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.

ARTICLE 5

Employee Benefits

5.1 Retirement Insurance Benefit

On behalf of an Educational Support Personnel who notifies the District by March 31st, 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

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 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 and security) 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. 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. Days mean days the District office is open.
- 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 twenty (20) 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

- A. 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.

B. 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 ten (10) 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 fifteen (15) days in which to provide his/her written decision with reasons to the aggrieved Educational Support Personnel employee and the Association.

C. 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 ten (10) 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 fifteen (15) days in which to provide his written decision with reasons to the aggrieved Educational Support Personnel employee and the Association.

D. 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

- A. All educational support personnel will be paid overtime at the rate of 1.5 times their regular hourly rate for all hours work 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 meeting 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

Openings will be posted in the entire District. Mundelein Education Association (MEA) certified staff have the first right of refusal for extra duty assignments. If no MEA certified staff requests the extra duty assignment, members of the MESA bargaining unit who apply for the position will be considered, and the most qualified person will be selected.

- A. Extra duty assignments include, but are not limited to, athletic and activity event support, supervision assignments, ticket sellers and takers, timekeepers, scorekeepers, parent and student workshops including registration, greeting, materials distribution, before or after school events.
- B. Employees working an extra duty assignment will be paid 1.5 times their regular hourly wage rate independent of number of hours worked in a week.
- C. Extra duty will be awarded to MEA staff first, then MESA educational support staff, followed by other district employees, and finally, non-employees (retirees and community members).

10.6 Other Extra Duty

- | | |
|---|----------------|
| A. Faculty Presentation (after hours) | \$70 per hour |
| B. Parent Education/Workshop (after hours) | \$70 per hour |
| C. Powder Puff Coach (4 Practices Up to 4 Hours Each/1Game) | \$85 per event |

Pay rate for reimbursement, either 1.5 times pay (see contract item 10.5) or \$70 per hour (contract items 10.6), is to be determined by supervisor requesting services.

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

The base wage schedule for all job classifications will be as described in Attachment 1.

13.2 Longevity Increase

All educational support personnel having been employed in the District for 20 years, will receive an annual longevity stipend of \$1,250 upon the start of their 21st year and each subsequent year in addition to any negotiated yearly general wage increase. This stipend is a non-cumulative stipend. The longevity stipend for staff that are not full-time employees will receive a prorated amount based on their part-time status.

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: Labor Day; Columbus Day; Thanksgiving Day; Thanksgiving Friday; Christmas Eve; Christmas Day; New Year's Eve; New Year's Day; M.L. King Day; Presidents Day or Lincoln's Birthday; Casimir Pulaski Day; Spring Break Friday; Good Friday; Memorial Day; and Independence Day. If the Board adds additional holidays or non-attendance days to the school calendar, they will also be paid holidays that year.
- B. 10-month educational support personnel will be paid their straight time wage rate for those holidays listed above when such holidays occur during the employee's term of employment.
- 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 time wage.
- E. 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 Business Manager. 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

Each 12 month full-time educational support personnel employee shall be entitled to vacation in accordance with the following provisions.

Vacation shall accrue on a monthly basis during a fiscal year (July 1 to June 30) beginning with the first date of employment as a 12 month full-time employee, in accordance with the following rates of accrual. Vacation days may not accumulate. Vacation days not used before June 30th will be lost.

Upon successful completion of the employee's 90 work day probationary period, the employee will be granted five (5) days of vacation. These five (5) days of vacation must be used by June 30th. If the probationary period ends with less than five (5) work days left, unused vacation days are forfeited. Each subsequent July 1st of employment with the district, 12 month full-time educational support personnel employees will be credited vacation days as follows:

<u>Length of Service</u>	<u>Vacation Days</u>
Years 2 – 5.99	10 days/year
Years 6 - 9.99	15 days/year

Ten Years and beyond (10+)

20 days/year

For purposes of this Agreement, length of service shall mean length of continuous service to the District. The transfer of a 9 or 10 month employee to a 12 month full-time position shall not be deemed an interruption in service. In such cases, the length of service shall be determined by calculating the number of months the employee worked as a 9 or 10 month employee and then using those total months to determine their years in the district.

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 witness.

14.4 Insurance

During the term of the agreement, the District will pay the full cost, i.e., one hundred percent, of the single employee monthly premium for health and dental benefits (HMO or PPO). The same employer contribution to medical and dental benefits will be provided throughout the term of the agreement for all eligible bargaining unit employees.

HMO Single – District pay 100%

HMO Single +1 – District pay 70%

HMO Family – District pay 46%

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
5. 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 Leave

A. Sick leave will be granted at the following rates:

12-month employees:	Fourteen (14) days per year
10-month employees:	Twelve (12) days per year

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

C. Sick leave shall be interpreted to mean personal illness, quarantine at home, or illness or death in the immediate family or household. Sick days may be used for up to three (3) religious observances. For purposes of this section, "immediate family" shall include parents, spouse or partner by civil union, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Misuse of sick leave shall be subject to Educational Support Personnel discipline, pursuant to Article 7.

15.2 Personal Leave/Bereavement Leave

Educational support personnel may use up to three (3) days of sick leave as personal leave per year. Personal leave with pay can be taken by any ESP employee for personal business. Personal leave with pay can be taken by any ESP employee for personal business. Educational support personnel may use up to two (2) days of sick leave as bereavement leave for the death of a grandparent-in-law, aunt, uncle, niece, nephew, cousin, or close personal friend.

15.3 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 and Medical Leave

The Board and the Association agree to comply with the provisions of the Federal Family and Medical Leave Act (FMLA), as amended from time to time, subject to the following stipulations:

1. Eligibility

(a) "Eligible employee" means an employee who has been employed in a full time capacity with the Board for at least one year and has at least 1,250 hours of service with the Board during the year preceding the leave.

(b) Other terms shall be defined in the Family and Medical Leave Act (29 U.S.C. 260, et seq.) and rules and regulations as promulgated by the United States Department of Labor.

2. Availability

Family and Medical Leave shall be limited to a total of twelve (12) weeks in a "rolling" 12-month period. A rolling 12-month period is measured backward from the date an employee uses any approved FLMA leave. Under this calculation method, each time an employee takes FLMA 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.

Beginning with the one-year anniversary date of the first day of FMLA leave taken, additional FMLA leave will be accrued on a daily basis to the annual limit of 12 weeks. FMLA leave shall be available to an Educational Support Personnel employee for the following purposes:

- (a) for the birth of a child and to care for the newborn child;
- (b) for the placement of a child for adoption or foster care and to care for the newly placed child;
- (c) to care for an eligible employee's spouse, child, or parent with a serious health condition;
- (d) because of a serious health condition that makes an eligible employee unable to perform his or her job functions; and
- (e) for certain qualifying exigencies, as defined by FMLA, arising out of a covered military member's active duty status, or notification of an impending call or order to active duty status, in support of a contingency operation.
- (f) to care for a spouse, son, daughter, parent or next of kin who is a covered service member recovering from a serious injury or illness incurred in the line of duty on active duty, Family and Medical Leave shall be extended for up to twenty-six (26) weeks per 12-month period.

3. Usage

At the election of either the Board or the eligible Educational Support Personnel employee, eligible Educational Support Personnel employees requesting Family and Medical Leave may use any available, accrued paid personal leave or sick leave days as part of the 12 week period. If such election is made by the Board or the eligible Educational Support Personnel employee, and after all available accrued paid personal or sick day leave has been expended, the remaining Family and Medical Leave will be unpaid.

4. Benefits During Leave

- a. the Board shall maintain health care coverage at Board expense for the duration of the 12-week Family and Medical Leave period at the same level and under the same conditions that existed at the time of the commencement of this leave. Thereafter, with the approval of the insurance carrier, health care coverage may be continued at the expense of the eligible employee.

- b. Other benefits (e.g., sick leave, personal leave, and seniority) will not continue to accrue during Family and Medical Leave. Benefits accrued before the date the leave began will remain intact.

5. Application Procedures

- a. In a known circumstance, application should be submitted to the Superintendent for the Board's approval at least 30 calendar days prior to the first day of the leave.
- b. In unforeseen situations, employees should provide as much notice to the Superintendent as possible, generally within two (2) business days after the need for Family and Medical Leave becomes known.
- c. Additional notice of the employee's intention to return to work shall be provided to the Superintendent at least 30 calendar days before the date the leave is to terminate.

6. Return to Active Employment Status

At the end of a Family and Medical Leave, an employee will be reinstated to his or her previous position, if it is available. If the employee's previous position is not available, the employee will be reinstated to an equivalent position with equivalent pay, benefits and other terms and conditions.

B. Other Leave

The Board may, at its discretion, grant leave to an employee for other purposes. Written application for such leave will be made to the Superintendent at least ninety (90) days in advance. If granted, the leave may be made subject to such conditions as will be deemed appropriate. (Examples: Extended child care leave, medical leave after FMLA). Said leave may utilize accrued sick/personal days or may be unpaid.

15.4 Association Leave

- A. 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.
- B. 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 Superintendent ten (10) days in advance, if possible.
- C. The Association President will not be assigned to work with students during homeroom and may perform union responsibilities within the building during this time.

15.5 Unused Sick Leave

The Board will pay retiring educational support personnel for up to ninety (90) unused sick leave days under the following conditions:

- A. The employee has ten (10) years of continuous service credit in District 120 at the time of retirement; and
- B. The employee provides the Board written notice of his or her intent to retire two years prior to the effective date of retirement;
- C. Payment will be at the then current Step 1 wage rate for the employee's current classification.
- D. Payment will be divided among the employee's last 5 months of employment.

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.

16.2 Gender Bias

Assignments will not reflect gender bias.

SECTION 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, 2019. The effective date of this Agreement upon ratification of both the Mundelein Educational Support Association and the Board of Education will be July 1, 2019 and shall remain in effect until June 30, 2024. 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 June 30, 2019.

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 this 16th day of May, 2019.

For the Mundelein Educational Support
Association

Darryl Berni
President
Jackie Borucki
Secretary

For the Board of Education
Mundelein Consolidated High
School District 120

Joanne Anderson
President
Janice Vook
Secretary

ESP SALARY SCHEDULE

2.75%		2.75%		2.75%		2.75%		2.75%	
2019-20		2020-21		2021-22		2022-23		2023-24	
Instructional Aides		Instructional Aides		Instructional Aides		Instructional Aides		Instructional Aides	
Step	Wage	Step	Wage	Step	Wage	Step	Wage	Step	Wage
1	\$ 18.79	1	\$ 19.31	1	\$ 19.84	1	\$ 20.39	1	\$ 20.95
2	\$ 19.17	2	\$ 19.70	2	\$ 20.24	2	\$ 20.79	2	\$ 21.37
3	\$ 19.54	3	\$ 20.08	3	\$ 20.63	3	\$ 21.20	3	\$ 21.78
4	\$ 19.94	4	\$ 20.49	4	\$ 21.05	4	\$ 21.63	4	\$ 22.22
5	\$ 20.33	5	\$ 20.89	5	\$ 21.47	5	\$ 22.06	5	\$ 22.66
6	\$ 20.75	6	\$ 21.32	6	\$ 21.90	6	\$ 22.51	6	\$ 23.13
7	\$ 21.16	7	\$ 21.74	7	\$ 22.34	7	\$ 22.96	7	\$ 23.59
8	\$ 21.57	8	\$ 22.17	8	\$ 22.78	8	\$ 23.40	8	\$ 24.05
9	\$ 22.01	9	\$ 22.61	9	\$ 23.23	9	\$ 23.87	9	\$ 24.53
10	\$ 22.44	10	\$ 23.06	10	\$ 23.69	10	\$ 24.34	10	\$ 25.01
11	\$ 22.89	11	\$ 23.52	11	\$ 24.17	11	\$ 24.83	11	\$ 25.51
12	\$ 23.34	12	\$ 23.98	12	\$ 24.64	12	\$ 25.32	12	\$ 26.02
13	\$ 23.81	13	\$ 24.47	13	\$ 25.14	13	\$ 25.83	13	\$ 26.54
14	\$ 24.28	14	\$ 24.95	14	\$ 25.63	14	\$ 26.34	14	\$ 27.06
15	\$ 24.77	15	\$ 25.45	15	\$ 26.15	15	\$ 26.87	15	\$ 27.61
16	\$ 25.28	16	\$ 25.97	16	\$ 26.69	16	\$ 27.42	16	\$ 28.17
17	\$ 25.78	17	\$ 26.49	17	\$ 27.22	17	\$ 27.97	17	\$ 28.74
18	\$ 26.31	18	\$ 27.03	18	\$ 27.78	18	\$ 28.54	18	\$ 29.33
19	\$ 26.84	19	\$ 27.57	19	\$ 28.33	19	\$ 29.11	19	\$ 29.91
20	\$ 27.36	20	\$ 28.12	20	\$ 28.89	20	\$ 29.68	20	\$ 30.50

REGISTERED NURSE

2019-20	2020-21	2021-22	2022-23	2023-24
Nurse	Nurse	Nurse	Nurse	Nurse
Wage	Wage	Wage	Wage	Wage
\$45.37	\$46.62	\$47.90	\$49.22	\$50.57

SIGN LANGUAGE INTERPRETER

Experience 0-3 years		Experience 4-5 years		Experience 6 years +	
Sign Language Interpreter		Sign Language Interpreter		Sign Language Interpreter	
2.75%	Wage	2.75%	Wage	2.75%	Wage
2019-20	\$24.66	2019-20	\$27.25	2019-20	\$31.62
2020-21	\$25.34	2020-21	\$28.00	2020-21	\$32.49
2021-22	\$26.03	2021-22	\$28.77	2021-22	\$33.38
2022-23	\$26.75	2022-23	\$29.56	2022-23	\$34.30
2023-24	\$27.49	2023-24	\$30.37	2023-24	\$35.24

ESP SALARY SCHEDULE

2.75%		2.75%		2.75%		2.75%		2.75%	
2019-20		2020-21		2021-22		2022-23		2023-24	
Secretaries		Secretaries		Secretaries		Secretaries		Secretaries	
Step	Wage	Step	Wage	Step	Wage	Step	Wage	Step	Wage
1	\$ 19.57	1	\$ 20.11	1	\$ 20.67	1	\$ 21.23	1	\$ 21.82
2	\$ 19.97	2	\$ 20.51	2	\$ 21.08	2	\$ 21.66	2	\$ 22.25
3	\$ 20.36	3	\$ 20.92	3	\$ 21.49	3	\$ 22.08	3	\$ 22.69
4	\$ 20.77	4	\$ 21.34	4	\$ 21.93	4	\$ 22.53	4	\$ 23.15
5	\$ 21.18	5	\$ 21.76	5	\$ 22.36	5	\$ 22.97	5	\$ 23.61
6	\$ 21.61	6	\$ 22.20	6	\$ 22.81	6	\$ 23.44	6	\$ 24.09
7	\$ 22.04	7	\$ 22.65	7	\$ 23.27	7	\$ 23.91	7	\$ 24.57
8	\$ 22.47	8	\$ 23.09	8	\$ 23.72	8	\$ 24.38	8	\$ 25.05
9	\$ 22.92	9	\$ 23.55	9	\$ 24.20	9	\$ 24.86	9	\$ 25.55
10	\$ 23.37	10	\$ 24.01	10	\$ 24.67	10	\$ 25.35	10	\$ 26.05
11	\$ 23.84	11	\$ 24.50	11	\$ 25.17	11	\$ 25.86	11	\$ 26.57
12	\$ 24.31	12	\$ 24.98	12	\$ 25.67	12	\$ 26.37	12	\$ 27.10
13	\$ 24.80	13	\$ 25.48	13	\$ 26.18	13	\$ 26.90	13	\$ 27.64
14	\$ 25.29	14	\$ 25.98	14	\$ 26.70	14	\$ 27.43	14	\$ 28.19
15	\$ 25.80	15	\$ 26.51	15	\$ 27.24	15	\$ 27.99	15	\$ 28.76
16	\$ 26.33	16	\$ 27.05	16	\$ 27.79	16	\$ 28.56	16	\$ 29.34
17	\$ 26.86	17	\$ 27.59	17	\$ 28.35	17	\$ 29.13	17	\$ 29.93
18	\$ 27.40	18	\$ 28.16	18	\$ 28.93	18	\$ 29.73	18	\$ 30.54
19	\$ 27.95	19	\$ 28.72	19	\$ 29.51	19	\$ 30.32	19	\$ 31.16
20	\$ 28.50	20	\$ 29.28	20	\$ 30.09	20	\$ 30.92	20	\$ 31.77

3.00%		3.00%		3.00%		3.00%		3.00%	
2019-20		2020-21		2021-22		2022-23		2023-24	
Security		Security		Security		Security		Security	
Step	Wage	Step	Wage	Step	Wage	Step	Wage	Step	Wage
1	\$ 16.86	1	\$ 17.37	1	\$ 17.89	1	\$ 18.42	1	\$ 18.98
2	\$ 17.20	2	\$ 17.71	2	\$ 18.25	2	\$ 18.79	2	\$ 19.36
3	\$ 17.54	3	\$ 18.06	3	\$ 18.60	3	\$ 19.16	3	\$ 19.74
4	\$ 17.89	4	\$ 18.43	4	\$ 18.98	4	\$ 19.55	4	\$ 20.13
5	\$ 18.24	5	\$ 18.79	5	\$ 19.35	5	\$ 19.94	5	\$ 20.53
6	\$ 18.61	6	\$ 19.17	6	\$ 19.75	6	\$ 20.34	6	\$ 20.95
7	\$ 18.99	7	\$ 19.56	7	\$ 20.14	7	\$ 20.75	7	\$ 21.37
8	\$ 19.36	8	\$ 19.94	8	\$ 20.54	8	\$ 21.15	8	\$ 21.79
9	\$ 19.74	9	\$ 20.34	9	\$ 20.95	9	\$ 21.58	9	\$ 22.22
10	\$ 20.13	10	\$ 20.74	10	\$ 21.36	10	\$ 22.00	10	\$ 22.66
11	\$ 20.54	11	\$ 21.15	11	\$ 21.79	11	\$ 22.44	11	\$ 23.11
12	\$ 20.94	12	\$ 21.57	12	\$ 22.22	12	\$ 22.88	12	\$ 23.57
13	\$ 21.36	13	\$ 22.00	13	\$ 22.66	13	\$ 23.34	13	\$ 24.04
14	\$ 21.78	14	\$ 22.44	14	\$ 23.11	14	\$ 23.80	14	\$ 24.52
15	\$ 22.22	15	\$ 22.89	15	\$ 23.58	15	\$ 24.28	15	\$ 25.01
16	\$ 22.68	16	\$ 23.36	16	\$ 24.06	16	\$ 24.78	16	\$ 25.52
17	\$ 23.13	17	\$ 23.83	17	\$ 24.54	17	\$ 25.28	17	\$ 26.04
18	\$ 23.61	18	\$ 24.31	18	\$ 25.04	18	\$ 25.79	18	\$ 26.57
19	\$ 24.08	19	\$ 24.80	19	\$ 25.54	19	\$ 26.31	19	\$ 27.10
20	\$ 24.55	20	\$ 25.29	20	\$ 26.04	20	\$ 26.83	20	\$ 27.63