Community HIGH SCHOOL District 99

Agreement Between

THE SUPPORT STAFF

and

THE BOARD OF EDUCATION DISTRICT 99

July 1, 2026 - June 30, 2028

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ARTICLE 1 – RECOGNITIONS AND DEFINITIONS

1.1 Recognition

The Board of Education of Community High School District No. 99, DuPage County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the District No. 99 Support Staff- IEA/NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all regularly employed full-time and part-time noncertified employees of Community High School District 99 in the following job titles/categories: Auditorium Manager, Administrative Services Professional (ASP), Audio Visual Coordinator, Campus Security, Data and Systems Specialist, Collaborative Pianist, Interventionist, In School Intervention (ISI) Supervisor, Job Coach, Nurse, Occupational Therapist, Paraprofessional, Performing Arts Center Coordinator, Physical Therapist, Pool Manager, Spanish Speaking Home to School Liaison, Student Supervisor, Technical Support-Level I, Technical Support-Level II, Technical Support-Level III, TV/Radio Station Supervisor and Instructional Aide Specialist.

Excluded: Network Support Supervisor, Information Services and all supervisory, managerial, confidential, or short-term employees as defined in Section 2 of the Illinois Educational Labor Relations Act, 115 ILCS 5/1, et seq.

1.2 Part-Time Employees

Except as otherwise provided in this Agreement, part-time Employees shall receive all benefits provided herein on a pro-rated basis.

1.3 Definitions

A. Employees

1. 42 Weeks or More

As used herein a "full-time, full-year" or 42 week or more Employee is one who regularly works 35 or more hours per week and 42 or more weeks per year. (i.e. 52 or 42 week employees)

2. School Term – Full-Time

As used herein, a "school term- full-time" Employee is one who regularly works 35-or more hours per week and at least 170 days per school year (i.e. 36 or 37 week employees)

3. School Term – Part-Time

As used herein, a "school term, part-time" Employee is one who works at least 5 hours per day, and at least 170 days per year and shall receive benefits defined in Section 1.2 of this Article.

4. Part-Time

All other Employees shall also be deemed "part-time," and except as otherwise provided in this Agreement, such Employees shall not be entitled to receive benefits defined in Section 1.2 of this Article.

5. Probationary

All employees are considered probationary during their first 90 work days. During this time, the Employee is restricted from using their personal days, but does have access to sick time and vacation time (if applicable). An employee may be dismissed at any time during the probationary period for any reason after being provided with written notice of dismissal, with a copy provided to the Association President.

6. Days

The term "days" when used in this Agreement shall, except where otherwise indicated, mean employment days, except during the summer recess when "days" shall mean the time when the Board's Business Office is open.

7. Superintendent

The title "Superintendent" shall indicate the Superintendent of Schools or their designee.

8. Employer

The term "Employer," "District," or "Board" shall indicate the Board of Education and its administrative, managerial, and supervisory employees.

9. Association

The term "Association" or "Union" shall indicate the sole and exclusive bargaining representative.

10. Board

The term "Board of Education" shall mean the seven-person elected body with the legal authority to direct the affairs of the School District.

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ARTICLE 2 – NEGOTIATION PROCEDURES

2.1 Release Time for Bargaining

When negotiations are conducted during regular working hours, release time shall be provided to the Association's negotiating team members. Release time should include a reasonable amount of time for travel to the negotiation site and negotiations. Release time is not to include preparation time for the Association negotiating team.

2.2 Mediation

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Services (FMCS) if either party to this Agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately begin discussions as to a replacement. In the event the parties cannot agree upon a mediator replacement, the Illinois Educational Labor Relations Board shall be notified.

2.3 Printing of Contracts, Costs, and Distribution

Within 30 days after the Agreement is signed, copies of this Agreement shall be available electronically on the District website.

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ARTICLE 3 – GRIEVANCE PROCEDURE

3.1 Grievance Definition

A. A grievance is an assertion by an Employee or group of Employees and/or the Association of an alleged violation, misinterpretation, or misapplication of this Agreement.

B. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the Administration and/or having a grievance resolved without intervention of the Association, provided the resolution is not in violation of the terms of this Agreement

C. When processing a grievance, an Employee should request representation of the Association. The Association shall be notified of any grievance and should be represented at all meetings after the formal presentation for the grievance. Such meetings shall be held at reasonable times and places.

D. Time limits may be extended by mutual consent of the grievant(s) and the Board.

3.2 Grievance Process

A. Step 1

An Employee with a grievance shall first discuss their alleged complaint with their building principal or principal's designee with the object of resolving the matter informally. An Association Representative may be present during the informal discussion.

B. Step 2

If the grievance has not been settled at Step 1, it must be submitted in writing to the building principal or principal's designee within 20 days from the alleged event or when the grievant could reasonably have been expected to be aware of the event. The building principal or principal's designee will arrange for a meeting to take place within 10 days after receipt of the grievance. The grievant and the building principal or principal's designee will be present at such a meeting. The building principal or their designee will provide a written answer to the grievant, to all parties present at the meeting, and to the Association not more than 10 days following the meeting. The answer will include the reason(s) for the decision.

C. Step 3

If the grievance is not resolved at Step 2, the grievant may, at their option, refer the grievance in writing to the Superintendent or Superintendent's designee within 6 days after receipt of the Step 2 answer. The Superintendent or Superintendent's designee will arrange for a meeting with the grievant to take place within 10 days after the

receipt of the appeal. Each party shall have the right to include in this representation such witnesses as it deems necessary to develop facts pertinent to the grievance. At the conclusion of the meeting, the Superintendent or designee will have 10 days in which to provide a written answer to the grievant and to the Association. The written answer will include reason(s) for the decision.

D. Step 4

If the grievance is not resolved at Step 3, or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to binding arbitration. The American Arbitration Association shall act as administrator of the proceedings. If a written notice requesting arbitration is not filed within 20 days after the date of receipt of the Step 3 decision, or the expiration of the time limits at Step 3, the grievance will be deemed withdrawn.

1. The arbitrator will have no power to alter the terms of this Agreement or by their recommendations add to or subtract from the provisions of this Agreement.

2. The arbitrator's decision will be based solely upon their interpretation of the meaning or application of the provisions of this Agreement.

3. Each party will bear the full costs for its representation in the arbitration. The cost of the arbitrator and American Arbitration Association will be divided equally between the parties.

4. If either party requests a transcript of the proceedings, that party shall bear the full cost for the transcript. The parties may agree to share the cost of all transcripts, including that furnished to the arbitrator.

3.3 By-Pass Procedure

If the Association President and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next level.

3.4 No Reprisals Clause

No reprisal of any kind will be taken by the Board of Education or the School Administration against any Employee because of their bona fide participation in any of these grievance procedures.

3.5 Grievance Withdrawal

The grievance may be withdrawn at any level without establishing precedent, but if withdrawn, such grievance shall be treated as though it was never filed.

3.6 Grievances with Administration

Grievances involving administrators in more than 1 building or involving an

administrator above the building level may be initially filed at Step 3.

3.7 Grievance Files

All materials dealing with the proceedings of a grievance shall be filed separately from the personnel files of the participants.

3.8 Grievance Witnesses

If any grievance meeting required by this Article shall be held during the Employee workday, the grievant(s), necessary witness(es), and Association representative(s) shall suffer no loss of salary.

3.9 Timeliness

Failure to pursue a grievance within the prescribed timelines will act as a bar to any further appeal.

3.10 Extension

Grievance time limits may be extended by mutual written agreement.

3.11 Grievance Form

A form to assist with the Grievance procedure may be found in Appendix D.

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ARTICLE 4 – EMPLOYEE RIGHTS

4.1 School Code Rights

Nothing contained herein shall be construed to deny any Employee their rights under The School Code of the State of Illinois or any other applicable laws and regulations, provided the foregoing shall not be construed to enlarge the scope of negotiations and/or the substantive content of this Agreement nor to in any manner incorporate herein any law or regulation of any nature.

4.2 Employer Hearing / Employee Rights

In situations where an employee's conduct is being questioned, the employee will have the right to have Association representation to advise the employee during such meetings or interviews. The Employee shall be given reasonable prior written notice for the reason(s) of such meeting . When Association representation is present in these contexts, the supervisor or administrator conducting the meeting will be accompanied by a notetaker with a singular responsibility to document this conversation. The notetaker shall be from the same employee group as the person conducting the meeting. The notetaker shall not pose any questions that are investigatory in nature.

4.3 Lunch and Break Periods

Full-time support staff employees are provided a 30 minute unpaid duty-free lunch and a 20 minute paid break per day except in extenuating circumstances, such as modified bell schedules or on early dismissal days. Lunch and breaks will be set at a time that is mutually agreeable between the employee and their supervisor while best meeting the needs of students which shall be the top consideration in timing.

At North, South and the Administrative Service Center, breaks may be paired with lunch and the schedule may change as a result of changing bell schedules. At T99, the break may be at the end of the day due to the unique needs of the T99 programs and schedule.

On teacher institute days or days when food service is not provided in the building during the school year, employees shall be provided a 1 hour lunch duty-free period without loss of pay. Employees will be paid for 30 minutes of the 1 hour duty-free lunch period. Extended lunch period is not to be coupled with any earned break time.

Administration will attempt to ensure that all staff have an assigned duty-free lunch time within five hours of the starting time of their shift. However, on block schedule days, the schedule might cause an individual's assigned lunch time to be greater than five hours after the starting time of their shift on that particular day. If this occurs, the lunch starting time will be offered no longer than 6 hours after the starting time of their shift.

Lunch periods and work day start and end times for the summer schedule shall be determined each spring and communicated via email to all staff.

With notification to their immediate supervisor, Employees shall be permitted to leave the building during any break period.

4.4 Rules and Regulations

All policies, regulations and rules of the Employer shall be published and readily available to the Employee. Changes in existing policies, regulations and rules shall be appropriately displayed or distributed preceding implementation. One set shall be given to the President of the Association with the changes.

4.5 Employee Notification of Assignment

Employees, other than 52 week employees, shall be given notice of their assignments for the forthcoming school term 30 days prior to the last day of the current year. Such notification will include a baseline number of annual hours for the forthcoming school year. Any adjustments in hours from the baseline will be paid or deducted at the employee's hourly rate of pay. Any changes in such assignment shall be communicated to the affected employee in writing as soon as possible. A copy of the communication will be placed in the employee's personnel file.

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ARTICLE 5 – ASSOCIATION AND BOARD RIGHTS

5.1 Board Meetings - Notification

The President of the Association or their designee shall be given notice of any special meetings of the Board of Education together with a copy of the agenda or statement of purpose of such meeting prior to the scheduled time of such meeting.

5.2 Board of Education Agenda Notification to Association

A copy of the agenda, if any, shall be made digitally available to the Association President or designee prior to each regular Board of Education meeting.

5.3 Board Minutes – Association Copies

The District will alert the President of the Association as soon as they are approved and posted on the district website.

5.4 Pertinent Information

The Board shall, in response to reasonable written requests, furnish published information which shall be necessary for the Association to process any grievance. The Board shall also furnish annual financial reports and audits; a register of non-certified personnel; tentative budgets; treasury reports; census date; and the names, addresses and seniority and experience credit of all bargaining unit members and the compensation paid thereto.

5.5 Association Announcements

Announcements of Association business will be posted by executive board members or designee on appropriate school bulletin boards.

5.6 Association Views - Student

The Association's views on matters relating to Supervisory Employee or Board Employee relationships shall not be discussed in the presence of students.

5.7 Names and Addresses – New Employees

The Employer shall provide the names and required contact information of all newly hired Employees to the Association within 10 work days of each Employee's date of hire in an Excel file or other editable digital file format. The required contact information shall include the Employee's name, job title, work location, work telephone number, work email address, hire date, and any personal phone number, personal email address, and home address on file with the Employer.

5.8 Association Leave

In the event that the Association desires to send official delegates to state or national conferences, or on other business pertinent to Association affairs, these official delegates

shall be excused without loss of salary, provided that a written notice for leave has been submitted to the Superintendent or designee at least 2 days in advance. Association Leave is not to be used for the purpose of planning for negotiations. The total number of days provided shall not exceed 10 days per school year.

5.9 Association Rights – Exclusive

The rights granted to the Association in this Agreement shall not be granted or extended to any other Employee organization.

5.10 Association – Administration Meeting

Nothing herein shall preclude the building principal or designee and duly authorized representative(s) of the Association from meeting time-to-time for the purpose of discussing problems subject to such notice or agenda requirements as may be requested by either party.

5.11 Payroll Deductions

A. Procedures for Membership Authorization

Proper authorization for membership payroll deductions shall be the signature of the Employee on an authorization form submitted to the Superintendent or designee. Such cancellation shall be effective according to the Association's policy and procedure for dissolution of union membership or upon termination of employment.

The Association's policy shall be posted at each building containing union members.

B. Payment to the Association

Authorizations submitted to the Superintendent or designee by the 15th of any month shall become effective by the first pay period of the following month. Such payroll deductions shall be equally deducted over the remaining pay periods and remitted to the Association within 10 days following each pay period. The amount of the dues to be deducted shall not be changed more than once during any single school year.

C. Hold Harmless

If the Board shall make and remit such deductions as provided above, the Association shall defend and hold harmless the Board for such deductions.

D. Association Dues

Association dues will be deducted over the course of 20 paychecks.

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5.12 Payroll Procedures- Payroll Distribution

A. A 52 week employee will receive paychecks over 24 pay periods. The salary year begins with the first pay period in July.

B. A 42 week employee will receive their paychecks over 24 pay periods.

C. Annual compensation for 36 and 37 week employees will be computed by multiplying their hourly rate of pay by the number of annual baseline hours. Employees have the option of 20 or 24 pay schedules. Employees must request the 20 pay schedule option in writing to the payroll department by May 31st of the preceding school year. Such requests are irrevocable for the entire school year. Once a pay schedule is chosen the individual employee must contact the payroll department to change it by May 31st of the preceding school year.

D. Paychecks will be received on a semi-monthly basis. Payroll will be issued on the 14th and 28th of every month. Should the 14th or 28th fall on a weekend, payroll will be issued the prior workday. This payroll calendar will be provided to all staff members before the start of the new fiscal year.

5.13 Association Use of District Facilities and Equipment

The Employer will allow the Association to use District facilities for committee, general or building Employee meetings, outside of school attendance hours, provided that, if more than 15 persons are in attendance, at least 75% of those in attendance are employed by the Board. Also, the Association will have a right to have a dedicated space to store confidential Association paperwork and will be provided a location to conduct business upon request based on building availability.

5.14 Business by Association Representatives on School Property

Representatives of the Association shall be permitted to conduct Association business on school property provided they make their presence known to the proper official upon entering the buildings, and provided any meetings and discussions of Association business in no matter interferes with the performance of any duties by any Employee or subjects any non-consenting Employee to any form of interference or interruption during work, preparation or break periods.

5.15 Bulletin Board, Mail Facilities and Mail Boxes

The Association shall have the right to use district mailboxes, the inter-school mail, electronic communications (subject to the Board's acceptable use policy and regulations), and school bulletin boards as designated in each building for official Association

publications identified as such.

5.16 Direct Deposit

A. Credit Union

The employer shall provide an optional payroll deduction plan for the Illinois Education Association Credit Union and DuPage Credit Union. The deduction may be initiated by submitting a request to Human Resources.

B. Direct Deposit

The employee has the option of semi-monthly net pay amounts being deposited into their personal checking or savings accounts. Information regarding this procedure can be obtained from the Business Office.

5.17 Employer's Rights

The Employer retains its statutory rights to manage the School District. Implementation of those rights shall be consistent with this Agreement and with the Illinois Educational Labor Relations Act.

5.18 Fair Share Agreement

This article has been removed based on current law; in the event that fair share becomes legal, the language from the 2017- 2019 contract shall be reinstated.

5.19 Association Leadership Release Time

A. The President of the Association shall be given release time not to exceed 8 hours per week to conduct business directly related to the operation of the Association and/or its state and national affiliates.

B. The Vice-President from the school which does not have the President shall be given release time not to exceed 5 hours per week for the same purposes as the President.

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ARTICLE 6 – WORKING CONDITIONS

6.1 Work Day

Time taken off for paid holidays and pre-approved vacation shall count toward meeting the 40 hours in a week requirement for overtime. All other time taken off, including but not limited to, sick leave, personal leave, bereavement leave, and all unpaid absences shall not count towards the 40 hour work week. On an Emergency Day where the Superintendent. closes all buildings and tells staff to stay home, including the potential use of e-learning days, employees will be paid for their regular workday at their normal hourly rate for that day.

All employees directed to work to address an emergency, when other employees are directed to stay home, will be compensated for their regular workday at their normal hourly rate, plus 1 ½ their normal hourly rate for the time spent addressing the emergency. All emergency hours worked will count towards overtime accrual for the week.

A. All work over and above a 40 hour workweek shall be compensated at the rate of 1 ½ times the normal rate of pay in the manner prescribed by law.

B. If Employees are required to work on Sundays or Holidays, they shall be credited with a minimum of 2 hours work, provided there shall be no pyramiding of overtime payments.

C. Employees required to work on a holiday shall be paid at a rate equal to 2 times their regular rate of pay, provided there shall be no pyramiding of overtime payments.

D. Extra duty work or stipend positions voluntarily accepted by the employee do not qualify for double time payment. This work is not related to their 'regular' position and is work not covered by this contract.

6.2 Holidays

Paid holidays, including Superintendent designated holidays, are identified on the district approved calendar. Employees are not required to work such days, but shall receive work credit at their regular daily rate of pay.

Designated holidays may vary based on the Board adopted calendar. Total number of paid Holidays will remain the same annually. (*See* Appendix C)

6.3 Unsafe or Hazardous Working Conditions

Bargaining unit members shall not be required to work under clearly unsafe or hazardous conditions, provided the foregoing shall not be construed as obviating the Employee's responsibility to protect students.

Campus security and other employees as determined by the Administration shall be provided a communication device while on duty. The Administration will consider requests

for additional communication devices brought forward by the Association.

6.4 Employee Work Clothing

Five shirts will be provided to each new, full-time Campus Security employee shortly after the date of hire. Three shirts per year will be furnished in each subsequent year. Employees shall maintain their uniforms in a presentable condition and shall be appropriately dressed during working hours. Any special clothing, cold weather clothing, and replacement clothing must be requested through the Associate Principal for Operations.

6.5 Rest Room and Lounges

In each building instructionally serving students, the Employer shall make available a dedicated space to take a break and a staff only restroom(s), in cases of extenuating circumstances where that dedicated space must be used by students an alternative space will be provided.

6.6 Assistance for Control and Discipline of Students

The Employer shall provide reasonable support and assist bargaining unit members with respect to maintenance and control of students within the bargaining unit members' assigned work area.

6.7 Medical and/or Psychological Examination

If the Board shall require an Employee to take a medical or psychological examination, the Board shall pay for the same. This section shall not apply to any examination required as a condition for initial employment (regardless of when such examination occurs).

6.8 Physical Facilities

The Board shall provide appropriate storage space for personal items of all Employees. This shall include a locked space for personal items, which may be a school locker upon request.

6.9 Food Service

All Employees under this contract shall abide by the following article, except those Employees who work at the Transition Center (T99). Employees at T99 shall be provided their standard lunch breaks as determined by the programming at T99.

On teacher institute days or days when food service is not provided in the building during the school year, employees shall be provided a 1 hour lunch period without loss of pay.

Employees will be paid for 30 minutes of the 1 hour lunch period. Extended lunch period is not to be coupled with any earned break time.

Administration will attempt to ensure that all staff have an assigned lunch time within five hours of the starting time of their shift. However, on block schedule days, the schedule might cause an individual's assigned lunch time to be greater than five hours after the starting time of their shift on that particular day. If this occurs, the lunch starting time will be offered no longer than 6 hours after the starting time of their shift.

Lunch periods and work day start and end times for the summer schedule shall be determined each spring and communicated via email to all staff.

6.10 Extra Duty Assignments

From time to time, opportunities may be available for support staff to work extra-curricular activities and athletic events. The administration will consider many factors when making extra duty assignments, including (but not limited to) requisite knowledge and/or skills, schedule coordination, and budgetary considerations. Efforts will be made to offer extra duty opportunities to support staff members in a fair and equitable manner while maintaining the highest level of programming for our school community.

Employees scheduled to work extra-curricular activities and athletic events will be paid their hourly rate of pay, and not the stipend, to not exceed the maximum amount as defined in the certified staff contract. All work over and above a 40 hour workweek shall be compensated at the rate of one and one-half (1 ½) times the normal rate of pay in the manner prescribed by law.

An employee will not be scheduled to work any extra duty assignments during a time period when the employee is already receiving vacation day pay. (If an employee typically works an 8-4 pm day and takes a vacation day, the employee will not be scheduled to work supervision during the 8-4 pm period).

For salaried employees who wish to take on extra-curricular stipends or supervisions, they shall be paid according to the negotiated rates found in the DGEA contract.

For all-day events, they must clock in and out using a specially-assigned timeclock code, and no personal time should be utilized. When an employee is actively working to meet the expectations of a Co-Curricular Additional Stipend from the DGEA contract, they may clock out of their regularly assigned time clock code early to attend mandatory meetings, practices, games, or other mandatory responsibilities when there is no negative impact on the needs of students and staff and approved by their direct supervisor.

6.11 Security Cameras

A. The central purpose for the adoption and implementation of video surveillance cameras is to ensure student and staff safety, to monitor illegal activity or activity

that violates school policies, to monitor unauthorized access to restricted areas of the building, and to protect against unauthorized removal of, or damage to, district and/or personal property.

B. The District's use of video surveillance equipment is not intended to monitor any employee. Therefore, video from security/surveillance cameras shall not be used for evaluative purposes under any circumstances.

C. In the event that a complaint against an employee has been filed and potentially substantiated by video from the security/surveillance camera(s), the district shall permit the involved employee and a designated representative of the Association to view the portion of the video recording related to the alleged misconduct.

D. The District shall post a notice alerting staff, parents, students, and visitors that there is video surveillance. At minimum, such notice shall be posted in at least one central location outside of each school building within the district and inside both at the main entrance and the primary activities/athletics entrance of each campus.

E. The Association will be notified by the District any time a FOIA or FERPA request for security camera footage involving one or more employee(s) is granted. In such circumstances, the employee(s) addressed within the FOIA or FERPA request - as well as a designated Association representative - shall be permitted to view the portion of the surveillance video shared with the individual or entity who made the FOIA or FERPA request. The BOE shall also share the general nature of the granted FOIA or FERPA request with the employee(s) and Association designee. Both the nature of the granted FOIA or FERPA request and the corresponding surveillance video shall be made available to the employee(s) subject within the FOIA or FERPA request and to the Association designee as soon as possible following the granting of the request, but no more than 2 business days following the official response by the district to the requestor.

6.12 Staff Devices

All Paraprofessionals will have an individual computing device assigned to the employee before they begin working with students to be returned upon request or cessation of employment. This device will be replaced with a similar device once it reaches end-of-life.

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ARTICLE 7 – EMERGENCY SCHOOL CLOSURES & E-LEARNING DAYS

7.1 Notification Procedure

When an emergency confronts the school, notifications of the closing of school will be released for broadcast as early as possible.

7.2 Emergency School Closing - Leave Days

A. When the school and school offices are officially closed by the Superintendent or Superintendent's designee, leave days previously arranged by an Employee will not be dedicated if the Employee in their job classification and building assignment has been excused from reporting to work.

B. The 36 and 37 week employees will work the student attendance days as scheduled. If the student attendance days change, the employees will work those days, not to exceed the 5 emergency days at the end of the year. The 42 week employees will add days to their calendar if student attendance days are added to the end of the year.

   If applicable, all full-time, full-year, 52 week Employees should be prepared to work from home, or they may report to work, or use personal or vacation days.

   In the rare event of a District-wide closing, 52 week employees will be excused from attending work, and do not need to use personal or vacation days. If applicable, they should be prepared to work from home.

C. In the event buildings are closed after Employees have reported to work, such Employees shall not experience a loss of pay.

7.3 E-Learning Days

In the event that the District calls for an E-Learning Day the following expectations will be applied, accordingly.

Campus Security / Student Supervisors

Campus Security and Student Supervisors will generally not report to the building on E-Learning Days. Campus Security and Student Supervisors shall make themselves available should the Superintendent require these employees to report to the buildings to address building/school concerns that need to be addressed immediately. Should these Employees be unable to report to work when called for immediate attention, Employees will be required to use the appropriate leaves. When Campus Security and Student Supervisors are not required to report to address immediate building/school concerns, they will be additionally compensated for the day.

Any E-Learning day shall count towards the Employee's 40 hour work week, and any over-time calculations.

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Paraprofessionals / In School Intervention Supervisors, Interventionists, TV/Radio Station Supervisors / Job Coaches ("Para-educators")

Para-educators will not report to the building on E-Learning Days. All para-educators will be required to report to online classes in which they would be scheduled. Using District devices staff will report and follow the directives of their Department Chairs and classroom teachers.

Should any paraeducator be unable to remotely report to work, they shall use the appropriate leaves.

Any E-Learning day shall count towards the Employee's 40 hour work week, and any over-time calculations.

Administrative Services Professionals (ASP)

ASPs will generally not report to the building on E-Learning Days. All ASPs will be required to work from home, and follow the directions from their supervisors. Any ASP who cannot work from home will be expected to use the appropriate leaves.

Any E-Learning day shall count towards the 40 hour work week, and any over-time calculations.

Information Technology I, II, & III (IT Staff)

IT Staff will generally not report to the building on E-Learning Days. All IT Staff will be required to work from home, and follow the directions from their supervisors. Any IT Staff who cannot work from home will be expected to use the appropriate leaves.

Any E-Learning day shall count towards the 40 hour work week, and any over-time calculations.

Nurses, Occupational Therapists, & Physical Therapists (Health Services Staff)

Health Services Staff will not report to the building on E-Learning Days. All Health Services Staff will be required to work from home, and follow the directions from their supervisors. Any Health Services Staff who cannot work from home will be expected to use the appropriate leaves.

For OT/PT's: Any E-Learning day shall count towards days worked.

For Nurses: Any E-Learning day shall count towards the 40 hour work week, and any over-time calculations.

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ARTICLE 8 – LEAVES

8.1 Sick Leave

At the beginning of each school year, each 36 or 37 week, school term (5+hours/day) Employees shall be credited with 13 days sick leave per year accumulative to 252 (maximum days allowed) days. Any Employee working 42 or more weeks per year shall be credited with 16 days of sick leave accumulative to 256 (maximum days allowed) days. An Employee working 52 weeks a year shall be credited with 18 sick days leave accumulative to 258 (maximum allowed) days.

Sick leave will be charged in quarter day (¼ day) units based on an individual's work day.

Sick leave shall be usable in the same units as earned, i.e., persons working half-time

shall earn half-time sick leave days, etc. An individual sick leave record for all Employees will be maintained in the Personnel Office. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, serious illness or injury, death in the immediate family or household, or birth, adoption, or placement for adoption in accordance with School Code. Immediate family shall be defined in accordance with the School Code which presently includes parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. In addition to the above, exceptions can be made at the discretion of the Superintendent or the Superintendent's designee.

After an absence of three or more consecutive sick leave days, the employer may request a doctor's note as per Section 24-6 of the School Code.

Sick leave shall not be used for cosmetic surgery (except as required as a consequence of an accident or illness) which, in the opinion of the employee's health care provider, may be safely deferred until the summer recess or other vacation period. Sick leave may also be used for the birth of a child, adoption, placement for adoption, or the acceptance of a child in need of foster care.

Employees may use up to 30 working school days of paid sick leave for the birth of a child. This leave does not depend on the employee needing time to recover from childbirth, and no medical certification is required. These 30 working school days may be used at any time within 12 months after the child's birth. The 30 working school days may not be reduced because of weekends, holidays, or any period when school is not in session, including summer, winter, or spring breaks.

For adoption, placement for adoption, or accepting a child in need of foster care, employees may use up to 30 working school days of paid sick leave. The school board may require evidence that the formal adoption or foster care process is underway. This leave does not need to be used consecutively and may be used for reasons related to the adoption or foster

care process before taking custody of the child, as well as after the child is placed.

8.2 Personal Leave

The Board will grant 3 days of personal leave each school term to all employees. Beginning with the tenth year of service, personal leave will accumulate to 5 days. Unused personal leave shall accumulate as sick leave. It is the express responsibility of said employee to make contact with the Associate Principal of Operations that a personal leave will be taken. When more than 2 days are taken consecutively, the Associate Principal of Operations may request a statement of reasons for such leave. Personal leave days shall not be used during the first 90 working days of employment except in an emergency (which shall be explained as soon as possible) or for observance of recognized holidays of the Employee's faith.

Personal leave shall not be taken on the day preceding or the day following a holiday, vacation, or recess period.

Personal leave may be used in increments of one-quarter (¼) day. One quarter (¼) personal day will be deducted for an absence of 2 contract hours or less. One half (½) personal day will be deducted for an absence of more than 2 and up to 4 contract hours. Three quarters (¾) of a personal day will be deducted for an absence of more than 4 and up to 6 contract hours. A full personal day will be deducted for any absence over 6 contract hours.

The purpose of personal leave is to permit the employee to attend to matters which cannot reasonably be deferred to non-school hours or days. Personal leave shall not be utilized to participate in any work stoppage or job protest. No reason for such leave need be given at the time of application. If the number of personal leave requests for a specific date or dates is such that enough qualified substitutes cannot be secured, the Associate Principal of Operations may inquire with employees about the possibility of reasonably deferring the request for a personal leave. In the event that an employee cannot defer the personal leave, no further action will be taken by the Board.

If an employee wishes to use personal leave to extend a holiday or recess period (which means any holiday or non-work day/period except for normal two-day weekends), or if-an employee has exhausted all forms of allocated leave (sick, personal, and/or vacation) and has a reason for which the employee cannot attend work, the employee must contact their direct supervisor to get approval before missing work. In order to request such leave, the employee must complete and submit the Hourly Employee Leave Request Form in advance of their request. Once the request is processed, the appropriate District administrator will inform the employee in writing whether or not the request is approved.

If an employee misrepresents their available leave, uses it in a manner not aligned with the reasons above, or fails to request and/or receive approval from their direct supervisor before missing work, then, the employee may face disciplinary action.

If the leave approval is granted to an employee who has already exhausted all forms of allocated leave, and the employee does not attend work, the employee's payroll will be adjusted accordingly.

At any time during the year, employees shall not combine sick and personal days. In the event that an employee has a need to take any consecutive combination of sick and personal days for 3 or more days, the employee should contact the appropriate District Administrator to provide rationale and any related documentation to support the need for the exception.

8.3 Additional Paid Leaves

A. Bereavement Leave

If necessary, up to 4 days leave shall be granted without loss of pay or deduction of sick leave to full-time Employees as the consequence of each death in the immediate family. A staff member needing any time beyond 4 days can request to use sick leave.

For purpose of this section, "immediate family" shall be defined as parent, spouse, children, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, son-in-law, and daughter-in-law, brother-in-law, sister-in-law, aunt, uncle, legal guardian(s), ward(s), stepchild, step-parent, step-grandchild and someone residing in the household. At the discretion of the Administration, additional interpretations of "family" may be established.

B. Religious Leave

The Board may grant up to 4 days per school year of paid leave for employees, and up to 6 days per fiscal year for 52 week employees to take part in a religious holiday of their faith not otherwise recognized as a school holiday. Personal days may be used for any additional need. The Board may ask for a statement from a recognized leader of the religion identifying religious observances within that faith.

C. Jury Service

Any Employee called for jury duty shall be paid full compensation without loss of benefits. Employees should notify their supervisor as soon as they receive notice of potential jury duty.

8.4 Family Medical Leave Act

Support staff members who have been employed by the district for at least 12 months and have worked a minimum of 1,000 hours in the preceding 12 month period may request a leave under the provisions of the Family Medical Leave Act (FMLA).

FMLA requires employers to provide up to 12 weeks of unpaid, job protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth, and to bond with the newborn child within one year of birth;
- To care for the employee's child after birth, or placement for adoption or foster care, including bonding time within one year of placement;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or,
- For a serious health condition that makes the employee unable to perform the essential functions of the employee's job.

In addition, eligible employees may take military caregiver leave or qualifying exigency leave, due to military deployment, as provided under the FMLA.

The Board may request completion of FMLA district paperwork after any 5-consecutive work days of absence for an FMLA-qualifying reason. Once requested, the employee shall have at least 15 calendar days to return the completed certification, consistent with federal FMLA regulations.

An employee may use accumulated sick time during an FMLA period for any qualifying reason. For leave related to the birth or adoption of a child, or placement of a child for foster care, an employee may use up to 30 working school days of accumulated sick leave without any requirement for medical certification.

During an FMLA period an employee may request the use of personal leave and or vacation leave as defined in Articles 8 and 9 of this agreement.

8.5 Public Office

A leave of absence without pay may be granted to an Employee upon application for the purpose of campaigning for or serving in a public office to the extent necessary for such activities. Upon returning from such leave the Employee shall be placed at the same position on the salary schedule as the Employee would have been had the Employee worked in the system during such period not to exceed one step.

8.6 Discretionary Leave

Any leave of absence hereunder which may be granted or denied at the option of the Board shall be at the sole discretion of the Board and the granting or denial of such leave of any absence shall not be precedential.

8.7 Alternate Employment Leave

A leave of absence without pay for the purpose of alternative employment on a full-time basis may be granted to any Employee for a period of up to 1 year. The Employee must inform the Superintendent of such leave by February 1 of the school term preceding each year of the proposed leave.

8.8 Leaves- Additional Conditions

Unless otherwise specified, all unpaid leaves granted under this article shall be granted under the following conditions:

A. As a condition of any leave of more than 8 calendar months' duration, the Employee shall agree to give written notification of the Employee's intention to return to employment at the conclusion of such leave. Failure to give such notification at least 180 calendar days prior to the termination of such leave, but not more than 210 calendar days, shall be deemed a resignation by the Employee.

B. Upon the return from such leave, the Employee shall be placed at the same position on the salary schedule as the Employee would have been had the Employee worked in the system during such leave, provided an Employee who has been employed 100 Employee work days or more in a single school term shall not be denied such advancement by reason of the leave, except that the foregoing shall not be applicable in more than 1 school year in which a leave commences or terminates.

8.9 Family Hardship Leave

A leave of absence without pay shall be granted to any Employee for a period of 1 year to attend to serious family difficulty. Such leave shall not be denied arbitrarily. The Employee must inform the Superintendent or designee of such leave by February 1st of the school term preceding the leave, except in an emergency (which shall be explained) such advance notice may be waived by the Superintendent or designee at their discretion. Such waiver shall be non-precedential.

Salary placement shall be equivalent to that which the Employee was entitled at the time the leave began.

This section shall not be applicable to any individual Employee more than once during their employment as an Employee in the District or immediately preceding or following a leave under the Family and Medical Leave Act.

8.10 Organizational Leave

A leave without pay for the purpose of serving as an officer in a state or national Employee organization for up to 2 years shall be granted upon written application. Application must be made by March 1st to the Superintendent. Such leave shall commence at the beginning of the next school term, except in an emergency when it may begin immediately, and in such instances the leave shall be for no more than the balance of that school term and one succeeding school term.

8.11 Sick Leave Bank

The Board, in cooperation with the Association, shall maintain a Sick Leave Bank to provide for the alleviation of the hardship caused to an Employee and the Employee's family if a catastrophic illness or injury forces the Employee to exhaust all leave time earned by that Employee. The employee can apply for the Sick Leave Bank as soon as the Employee knows that the extended absence will result in the exhaustion of their accumulated sick leave. The Sick Leave Bank shall be managed by a Sick Leave Bank Review Committee ("Committee") consisting of three Association members appointed by the President of the Association and a non-voting member appointed by the Superintendent. The Committee, subject to Board approval, shall formulate and publish rules for the implementation and administration of the Sick Leave Bank consistent with the foregoing stated purposes of the Bank. The rules shall also act in accordance with the following guidelines:

A. All new Employees shall contribute 1 day of sick leave to the Sick Bank on the first day of work in the district. Any member may voluntarily contribute additional days provided that the member shall retain at least 10 days in their account.

B. Should the Sick Leave Bank fall under 60 days on or before June 30th of any year, all Employees shall contribute 1 day of sick leave to the bank at the start of the following school year.

C. An Employee shall be entitled to draw upon the bank only after having exhausted all of his or her sick and personal leave days and having been absent from work without pay for 2 additional days due to that member's catastrophic illness or injury or that of the member's spouse, domestic partner, dependent children, or dependent parents.

D. An Employee suffering from injuries and illnesses that are compensable under the Workers' Compensation Act or Workers' Occupational Diseases Act, or who are receiving disability benefits from the Illinois Municipal Retirement Fund, the Social Security Administration, the Veterans Administration, or other source shall not be eligible to draw upon the bank.

E. Application by an Employee to draw upon the bank shall be done by completing the Sick Leave Bank Request form posted on the District's website, intranet, and verified and supported by a statement from the Employee's physician. The

Committee or the Superintendent's designee may require the applicant to obtain a second opinion from a physician of the District's choice at the District's expense. The Committee shall make provision for the confidentiality of all physician communications.

F. "Catastrophic illness or injury" means temporary incapacity or disability resulting from a life threatening illness or an injury of a catastrophic nature including, but not limited to, cancer, massive heart attack or severe injuries from an automobile or other accident.

G. The maximum number of Sick Leave Bank days which may be granted in a single school year to an Employee is 60.

H. The maximum number of Sick Leave Bank days which an Employee may use during his/her employment with the District is 120 days.

I. Sick Leave Bank days may only be used during the Employee's regular work year for personal illness or injury of the Employee or that of the member's spouse, domestic partner, dependent children, or dependent parents.

J. Committee decisions may be appealed to the Superintendent.

All dispositions shall be issued in writing. A copy of the disposition shall be given to the Association President.

8.12 Catastrophic Event

In the case of a catastrophic event in the life of an employee that causes the employee to be absent from work and does not otherwise qualify the employee for any sort of paid leave, the employee can seek to convert available sick leave days to personal leave days. The purpose of converting the days is to allow the employee to be paid while off work attending to other matters directly related to the catastrophic event.

Step 1: An employee who experiences a catastrophic event and who wishes to convert sick leave days to personal leave days to tend to matters directly related to the event, should make a formal request to the Association President.

Step 2: Upon request from an employee, a committee consisting of 2 designees from the Board of Education, and 2 representatives from the Association will be convened to determine if the request will be granted. The representatives from the Association shall be appointed by the Association President.

Step 3: Unanimous approval will be required by the committee to allow the conversion of sick leave days to personal leave days. Each request will be reviewed on a case by case basis and a decision of the committee on one request will not be precedential to the committee's assessment of any other request. The committee's decision shall not be subject to the grievance procedure.

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8.13 Exhaustion of Sick/Personal/Vacation Time

When an Employee has exhausted all available time off in any given fiscal year prior to the end of the year, and a day in excess of the allotted leave is taken, and it is not part of a FMLA leave or absence that otherwise would qualify for FMLA, the Employee will be docked pay for the absence. In addition, this will result in the start of the progressive discipline as outlined in Article 13 of this CBA.

8.14 Time Used to Extend Vacation and Holiday periods, or create a Vacation

Any employee seeking to extend a vacation or holiday period, or create a vacation, through the use of personal leave or unpaid days must get prior approval from their assigned building Administrator and the Director of Human Resources. Such requests may be granted with or without pay. Employees taking these days after a denial will be subject to docked days and progressive discipline as outlined in Article 13 of this CBA. Any absence requested may be granted or denied by the Board designee and the granting or denial of each request shall not be precedential.

8.15 Unpaid Leave-Insurance Coverage

During any unpaid leave, other than leaves protected under FMLA, the employee will be responsible for 100% of the premiums for medical, dental, vision, and life insurance. The employee shall make timely payments to the Board's business office to maintain such coverage.

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ARTICLE 9 – VACATIONS

9.1 Vacation Leave

This article shall apply only to Employees who work on a full-time basis, 52 weeks per year. (See Appendix C).

Vacation days are those days that the Employee uses for vacation while receiving his/her regular daily pay.

If a holiday falls within the selected or assigned vacation period, it shall not be charged as a vacation day(s).

Vacation times selected must have final approval of the building principal or designee (for school personnel) or the Assistant Superintendent of Human Resources (for central office personnel).

Vacation days shall be charged in quarter-day units.

Vacation days do count towards accumulating 40 hours in a work week.

9.2 Vacation Allotment for 12 Month Support Staff

All full-time, 12 month educational support personnel shall be granted a predetermined number of vacation days at the beginning of each fiscal year (July 1).

All vacation days, specifically those within the first 90 days of employment for a new staff member, will be subject to prior approval.

New Employees: Staff hired after July 1 shall receive a prorated number of vacation days based on the number of full months remaining in the fiscal year. These days will be credited to the employee's leave bank upon their first day of active service.

Annual Grant: On July 1 of each subsequent year, the employee's vacation bank will be replenished according to the following schedule:

Allotment by Months

Months of Service	Days of Vacation
0 - 59	10
60 - 107	13
108 - 155	16
156 +	20

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Carryover of Unused Days

The District encourages employees to utilize their vacation leave within the fiscal year in which it is granted. However, the District recognizes that operational needs may occasionally prevent the full use of such leave. Therefore:

- **Maximum Carryover:** Employees may carry over a maximum of 10 unused vacation days into the following fiscal year.

- **Forfeiture:** Beginning July 1, 2027 and every year forward on July 1, any unused vacation days in excess of 10 remaining in an employee's account at the close of business on June 30 shall be forfeited and removed from the employee's leave balance.

For the 2026-2027 school year, returning 52 week employees will receive two additional vacation days.

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ARTICLE 10 – EMPLOYEE EVALUATION

10.1 Purpose of Evaluation

The purpose of Employee evaluation shall be to offer an opportunity for the Employee's direct supervisor to provide feedback on both the strengths and areas of improvement. No new concerns or issues should be introduced through this evaluation.

10.2 Notification of Evaluation Process

A new Employee shall be apprised of evaluation procedures within 45 days following initial employment.

10.3 Post Evaluation Conference and Procedures

All evaluations shall be reduced to writing and a copy given to the Employee within 10 days of the evaluation. Following the post-formal evaluation conference, the Employee shall sign and be given a copy of the evaluation report prepared by the evaluator. In no case shall the Employee's signature be construed to mean that they necessarily agree with the contents of the evaluation, but only that they have been discussed. If a supervisor believes the Employee is doing unacceptable work, the reasons(s) therefore shall be set forth, together with any suggestions a supervisor may have for improvement or remediation.

10.4 Employee's Right to Respond

An Employee may submit additional comments to the written evaluation if they so desire, as well as, if the employee disagrees with the evaluation. All written evaluations and the Employee's comments shall be placed in the Employee's personnel file, provided such response is submitted within 15 working days of receipt of evaluation. The immediate supervisor will sign the response acknowledging that the Employee has read the material if submitted timely as provided in the preceding sentence.

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ARTICLE 11 – PERSONNEL FILE

11.1 Conditions and Procedures for Placement of Materials in File

Only 1 official file shall be maintained. No evaluative materials shall be permanently placed in the file unless the Employee has had an opportunity to read such material. The Employee shall acknowledge that the Employee has read any materials evaluative in nature by affixing their signature on the copy to be filed. Any materials not revealed and a copy given to the Employee may not be used to evaluate or discipline the Employee in any manner.

11.2 Right to Respond to Materials in File

Within 30 days following the date any material is entered into the Employee's personnel file, the Employee shall have the right to respond, and his/her response shall be attached to the file. The immediate supervisor will sign the response acknowledging the Employee has read the material. A copy of the response will be provided to the immediate supervisor.

11.3 Right to Examine File

An Employee shall have the right to examine his/her personnel file (with the exception of confidential data from other employers) and to have a representative of the Association accompany him/her in such review. Personnel files will be stored on the District server. All files will be password protected and only accessible to Human Resources' personnel, the Superintendent or designee, and other personnel as required by law. Such review shall be during normal business and shall be preceded by reasonable notice of intent to review. The form to request a personnel record review is available on the district website. A representative of the Board may be present during such review. Nothing shall be permanently removed from the official personnel file except by consent of the Board and the Employee.

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ARTICLE 12 – EMPLOYEE PROTECTION

12.1 Assault on an Employee – Procedures

In any case of assault or battery, or electronic abuse of an employee, the employee shall report such a case to the Board or its designee in a timely fashion after the occurrence or discovery of the case. The District will immediately report cases of physical battery to local law enforcement, and provide assistance, including the advice of legal counsel if necessary, to apprise the employee generally of their rights and obligations with respect to such case and shall render reasonable assistance to the employee in handling the case by law enforcement authorities, provided the employee shall have acted within the scope of their employment and pursuant to Board policy or administrative procedures or directions.

In accordance with applicable provisions of the School Code, the Board shall provide indemnification and protection for claims and suits against the employee. The Board may, at its discretion, provide legal assistance to an employee who is formally charged with criminal assault and/or battery.

12.2 Salary Deduction

An Employee who is the victim of a school related assault shall suffer no loss of salary or accumulated sick leave provided such assault was in no respect provoked or caused by the Employee, and the Employee is acting pursuant to Board policy and administrative direction. This section shall be effective for 90 calendar days following any such assault or until the Employee shall qualify for disability income from any source.

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ARTICLE 13 – DISCIPLINE OR DISMISSAL

13.1 Just Cause Discipline

No Employee shall be suspended without pay, held on step or denied a salary increase without just cause. At the time such action is taken, a written notice of the specific grounds forming the basis for disciplinary action shall be delivered to the Employee and to the Association. No persons will be arbitrarily or capriciously terminated.

13.2 Progressive Discipline Guidelines

Professional and ethical behavior is expected of all District staff members. The standards listed in Administrative Regulation 5.120 AR2 serve as a notice of expected conduct. The standards are intended to protect the health, safety, and general welfare of students and employees, ensure the community a degree of accountability within the School District, and define misconduct justifying disciplinary action, up to and including dismissal. The listed standards are not a complete list of expectations, and depending on the factual context, an employee may be disciplined for conduct that is not specifically listed.

Department Chairs or Direct Supervisors shall intervene informally with any support staff situation, other than situations involving serious misconduct, including but not limited to, being at work under the influence, theft, inappropriate relationship with students, inappropriate physical contact with students or other staff members or in situations where the health and safety of students and staff are at risk, prior to the start of the Progressive Discipline process outlined below. Communications between the Department Chair and/or Direct Supervisor shall not be considered leveled discipline.

If informal remediation has not corrected the issue of concern, the Department Chair or Direct Supervisor will provide the building Administrator with all the communications regarding the concern. The Administrator then shall determine whether or not to begin the formal process below.

Step 1 : Fact-Finding

In the event an administrator requires an Employee to attend a meeting to discuss any matter that might lead to discipline or possible disciplinary action against the employee, the employee shall be entitled to have an Association representative of his or her choice present. The employee shall be informed in advance and in writing as to the purpose of the conference, except in circumstances warranting immediate action in which the health or safety of any student or school employee is at risk. Only the employee, the Association representative and Administrators shall be present at the fact-finding conference. The conference will afford the employee an opportunity to respond to the allegations made against him/her. After the Fact-Finding meeting, should the Administrator require further information from additional staff members to make a determination, an Investigation Report shall be filled out and the employee

notified of the investigation. Upon the conclusion of the investigation a copy of the findings shall be provided to the employee. If warranted, the Administrator shall continue with Step 2: Formal Discipline Conference.

Step 2 : Formal Discipline Conference

If, after Step 1: Fact Finding, disciplinary action against the employee is taken, an additional conference will be scheduled. At the conference, the employee shall be entitled to have an Association representative of his or her choice present. The Administrator may also ask the employee's Direct Supervisor to attend so all parties are present to hear and understand the actions taken by administration. The Administrator will provide the employee with a written notice of specific grounds forming the basis of the disciplinary action. Disciplinary action will be based on Progressive Discipline Guidelines. If requested, a copy of the written notice will be provided to the Association Designee.

Other than situations involving serious misconduct, including but not limited to, being at work under the influence, theft, inappropriate relationship with students, inappropriate physical contact with students or other staff members, misuse or misrepresentation of leave use, failing to report to work, insubordination, the employer will follow the progressive discipline levels outlined below.

Level 1 – A Notice of Professional Expectations (NOPE.)

A Notice of Professional Expectations (NOPE.) shall be provided using the approved District Form. This form is to summarize a conversation where the administrator reviewed expectations and provided guidance as to how the staff member can improve their performance.

Level 2 – Letter of Reprimand

Using the approved District Disciplinary Form, the Administrator will summarize a conversation where specific direction was given to the employee. On the Disciplinary Form, the employee can expect to see specific steps that must be taken, and/or specific expectations for how to approach some aspect of the job moving forward. A recommendation for further disciplinary action may be included on this Form.

Level 3 – Suspension

Suspension with or without pay up to 10 days, held on step or denied a salary increase.

Level 4 – Termination

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13.3 Evidence Restrictions

Evidence not previously recorded in the Employee's personnel file prior to the notification of such disciplinary action and other action described in Section 13.1 shall not be used by the Board as a basis for its action.

If an Employee is suspended without pay and it is thereafter determined such suspension was without just cause, they shall be reimbursed all pay, fringe benefits and other benefits provided by the contract.

ARTICLE 14 – JOB DESCRIPTION

14.1 Job Description

Copies of job descriptions will be made available to all employees electronically. Whenever changes in a job description are needed the Administration will provide such changes to the Association President, or designee, and the affected employee(s) for review prior to finalization and implementation by the Administration.

14.2 Administrative Services Professional

A. Establishment of Classification

Effective July 1, 2026 the District shall establish a new bargaining unit classification titled the Administrative Services Professional (ASP). The ASP classification shall replace the classifications of Administrative Assistant and Executive Administrative Assistant, which shall be eliminated effective the same date.

The ASP classification is a district-wide, networked administrative services role designed to provide flexible, cross-trained operational and administrative support across buildings, departments, and programs.

B. Reduction in Force and Immediate Recall

As part of the implementation of the ASP classification, all positions classified as Administrative Assistant and Executive Administrative Assistant shall be subject to a reduction-in-force (RIF) effective for the 2026-2027 school year, pursuant to Article XV and applicable law. Each impacted employee will be issued an honorable dismissal notice in accordance with Section 5/10-23.5 of the School Code.

Employees impacted by this reduction in force shall be immediately recalled by the Board into the ASP classification. Any employee who is RIF'd will have the option not to accept the recall into the ASP position. The District will not contest such an employee's application for unemployment benefits.

C. Seniority and Salary Placement

Employees recalled into the ASP classification shall not:

a. lose their District seniority for all purposes under this Agreement; or,

b. lose their years of experience credit and salary step placement as held at the end of the school year immediately prior to the reduction-in-force.

D. Qualifications and Performance Assessment

All Administrative Services Professionals shall be required to demonstrate proficiency in job-related skills, including but not limited to technology use, collaboration, communication, prioritization, and task management, as determined by the District through a third-party performance assessment.

Employees who accept the recall into the ASP classification will be deemed qualified to hold the ASP position for the 2026-2027 school year.

1. **Performance Assessment Representative(s)**

Two members of the Association, as selected by the Association, may serve as representatives working with Administration on the development of the criteria of the performance assessment. The final performance assessment shall be determined by the Administration, however such assessment will be similar to the sample test attached to this Agreement as Appendix E.

2. **Preparation for Performance Assessment**

ASPs will be given the opportunity to take an unscored sample assessment.

3. **Assessment**

The performance assessment is scored as Pass or Fail.

There will be 3 additional opportunities scheduled for retakes of the performance assessment in the ASP's respective building. ASPs will be allowed to retake the performance assessment after demonstration of completion of unpaid tutoring provided by the District. Summarized results showing areas of strength and areas of improvement will be provided after each assessment attempt.

The performance assessment is a tool to determine an employee's qualifications as required by the ASP classification and shall not be used to replace or supersede the formal evaluation process nor shall it constitute an employee evaluation or disciplinary action.

Nothing in this section shall relieve the District from its obligation to provide reasonable accommodations required by law during the period.

E. Evaluation Pause During Transition Year

For employees recalled into the ASP classification, formal performance evaluations under Article 10 shall be held in abeyance for the 2026-2027 school year in the ASP

classification. Any ASP that has successfully passed the performance assessment will have the option to request an informal evaluation during the 2026-2027 school year. This transition period is intended to allow employees to acclimate to the new duties, expectations, systems, and workflows associated with the ASP role.

Formal performance evaluations shall resume following the conclusion of the 2026-2027 school year.

F. Failure to Meet Qualification Standard

Any ASP who does not successfully pass the required performance assessment by June 1, 2027 shall be released from the ASP classification.

Such release shall not constitute discipline, discharge for cause, or an adverse evaluation.

Upon release, the employee shall be eligible for reclassification into another SSA bargaining unit position for which the employee is qualified based on the minimum requirements outlined in the official job description as of the date of the vacancy, and if such a position is available, consistent with Article 16.

If no such position is available, or if the ASP is not qualified or refuses to accept the reclassification into another SSA bargaining unit position, the employee will be dismissed at the end of the 2026-2027 school year. The separation from employment shall be considered a non-disciplinary separation based on qualification standards.

G. Posting and Filling of ASP Positions

Following the implementation and recall of current employees in the ASP classification based on the process described in this Article, vacancies in the ASP classification shall be posted and filled in accordance with Article 16.

H. Right of First Refusal for Summer Work

Additional summer work shall be posted online for internal applicants in the 37-week ASP network. Should such work become available, those ASP employees with expertise in the specific areas of need will be considered over other applicants. If there are two or more applicants with the same expertise or if the position is not filled using that process then applicants will be selected in order of seniority with the District.

I. ASP Resource Support Network

To ensure the efficiency and functionality of the networked administrative services role, the District shall establish a Resource Support network consisting of Administrative

Services Professionals not assigned to a specific role. The network is intended to provide assistance to assigned Administrative Services Professionals who are experiencing high-volume workloads or are working on specialized projects.

Employees within this network will have a designated-work location at a District building for the duration of their placement in the network.

ASPs must not be assigned to tasks outside of their classification.

J. Assistance Requests: Non-Evaluative and Non-Disciplinary

Requests for assistance made by an ASP employee shall not be used by the District as evidence of poor performance, lack of efficiency, or inability to perform job duties. No such requests—nor the frequency of such requests—shall be referenced in an ASP employee's formal performance evaluation, nor shall they be used as the basis for any disciplinary action. All employees are expected to perform their duties to the required standards.

K. Joint District and Association ASP Committee

Within 60 days after the ratification of this Agreement, the District and the Association will establish a joint ASP Committee, which will consist of District and Association representatives.

The Committee will be tasked with the following responsibilities:

1. Provide feedback on the procedures for the Resource Support Network to receive and respond to requests for assistance to the network.
2. Monitor the implementation of the ASP network and its operation as well as gather feedback from the impacted employees based on the format selected by the Committee. The information so collected will be evaluated by the Committee to determine if any changes to improve the functioning of the ASP network are necessary. If any such improvements become necessary, the Association and the District will meet to discuss revisions to the functioning of the ASP network.

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ARTICLE 15 – SENIORITY

15.1 Definition of Seniority

Seniority shall be defined as the length of the service within the District. Accumulation of seniority shall begin from the Employee's first working day. Seniority shall not be interrupted by a leave of absence, but an unpaid leave of absence of 90 consecutive calendar days or more shall not be counted in computing seniority. All seniority shall be extinguished upon cessation of employment for whatsoever reason and shall not re-arise if re-employment shall occur except if recalled as per 15.4, 15.5, and 16.1. In the event that more than one Employee has the same hire date, position on the seniority list shall be determined by drawing lots.

15.2 Part-Time Employees and Seniority

Part-time Employees shall accrue seniority on their hire date.

15.3 Maintaining and Posting of Seniority List

A. The Employer shall prepare and post a seniority list annually, and a copy shall be sent by February 1st to the Association President of designee. Any revisions to such seniority list shall likewise be posted and distributed. The accuracy of the seniority list shall be subject to the provisions of Article 3 of the Agreement.

B. The seniority list shall contain the following categories:
Administrative Services Professional
Occupational Therapist/Physical Therapist
Paraprofessional
Instructional Aide Specialist
In School Intervention Supervisor
Interventionist
Job Coach
Student Supervisor
TV/Radio Station Supervisor
Campus Security
Collaborative Pianist
Performing Arts Center Coordinator
Pool Manager
Technical Support I
Technical Support II
Technical Support III
Audio Visual Coordinator
Data and Systems Specialist
Home to School Spanish Speaking Liaison
Nurse

15.4 Procedures for Lay-off

All Employees shall be laid off only pursuant to reduction in force procedures as prescribed by The School Code.

For all remaining job categories described in 15.3B, employees in a RIF situation will be reduced based on the District seniority list.

Employees who are laid-off shall retain recall rights for a position for which they are fully qualified for a period of 24 calendar months from the date of the end of the fiscal year in which the lay-off occurs. Refusal of any position tendered during the recall period shall terminate any further recall rights by such Employee, provided such Employee shall have at least 15 calendar days in which to report for duty from date of notification of recall.

No new or present Employee shall be hired in a job category where there are qualified or reassigned Employees who have been either laid-off or reassigned within the preceding 24 months.

15.5 Laid Off Employee / Substitution

A. Fringe Benefits/Laid Off Employees

Laid off Employees may continue their insurance benefits as provided by law.

B. Recall Rights and Procedures

Employees with recall rights pursuant to Section 15.4 of this Agreement shall be called in order of seniority, with the most senior being called first, to any position to which they are qualified within their job category. Notice of recall shall be personally delivered or sent by certified mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work.

C. Employee's Obligation to Respond to Recall

It shall be the Employee's responsibility to keep the Employer notified as to their current mailing address. A recalled Employee shall be given 7 calendar days from mailing of notice, excluding Saturday, Sunday and holidays, to report to work. The Employer may fill the position on a temporary basis until the recalled Employee can report for work providing the Employee reports within the 15 day period. An Employee who declines recall to full-time work for which they are qualified shall forfeit their recall rights. Employees on layoff shall accrue seniority during the period of such layoff.

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ARTICLE 16 – VACANCIES, TRANSFERS AND PROMOTIONS

16.1 Definition of Vacancies

A vacancy shall be defined as a newly created position or a present position that has been vacated and needs to be filled. A position filled by a recalled Employee is not a vacancy.

16.2 Posting of Vacancies

All vacancies shall be posted electronically for a minimum of 5 consecutive working days, so that they appear at least once in the weekly email that is sent from Human Resources to all staff with current openings.

Said online posting shall contain the following information:

A. Type of work
B. Location of work
C. Starting date
D. Range of Compensation
E. Normal hours to be worked
F. Classification
G. Minimum requirements

16.3 Application

Interested Employees will apply online to the Superintendent or their designee within the 5 day posting period. The Board shall notify Employees of vacancies occurring during the summer months (June, July and August) via electronic postings and weekly email.

16.4 New Hires

A. The District shall provide newly trained employees adequate and appropriate training(s) that are pertinent to the position in which the Employee is hired.

B. **Association Mentoring Program**

The District and the Association recognize that the first year of employment is critical for professional growth and integration into the school community. The Mentoring Program is designed to provide probationary support staff with a structured entry into their roles, fostering a culture of collaboration, excellence, and mutual support.

All newly hired support staff members will participate in the Association's Mentoring Program during their initial 90 day probationary period.

Each mentor will receive a $250 stipend for each person they mentor. No more than two mentees at one time.

Each building (North/T99 and South/ASC) will have a mentor coordinator who will receive a $750 per year stipend.

A Mentor Committee with Administration representatives equal to or not to exceed the number of Association representatives will be established within 30 days of the ratification of this Agreement by both parties to develop and implement the Association Mentoring Program.

16.5 Compensation/Temporary Duties Assumed

Any Employee who temporarily assumes the duties of another Employee, at the discretion of administration, for more than 5 consecutive working days within any single fiscal year will be paid at their step but in the classification in which they are working retroactive to day 1 of the temporary assignment. An Employee's pay rate shall not be reduced as a result of any temporary change of duties. After an Employee has been assigned to temporary duties for 5 consecutive working days, written notice of such assignment shall be given to the Association, provided this shall not apply when such assignment is to fill in for another Employee on vacation.

16.6 Involuntary Transfer

Any Employee involuntarily transferred to a different position and/or building shall be notified of such transfer as promptly as possible. Such transfer shall occur based on stated District needs.

Upon request, the Employee shall have the right to a conference with their immediate supervisor to discuss such transfer.

If the Employee does not want to accept the transfer, the Employee shall be permitted to resign without prejudice by giving written notice thereof within 10 business days from the time they were directly made aware of the transfer.

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ARTICLE 17 – COMPENSATION

17.1 Salary Schedule

The base salary increase schedule shall be as set forth in Appendix A, which is attached to and incorporated into this Agreement. Employees must be employed at least 6 months to be eligible for a percentage increase.

Any increase in pay shall be granted to eligible Employees on July 1 of each subsequent school year.

An Employee who is involuntarily transferred to a lower job category shall suffer no loss of pay thereby, except as provided in Section 15.4.

Any employee who falls behind the schedule will be increased according to the schedule as shown in Appendix B.

17.2 Workers' Compensation

The Board shall carry Workers' Compensation coverage as provided by law, provided by question with respect to eligibility for such compensation shall be resolved solely through the procedures established by the Illinois Industrial Commission and/ or by applicable statutes.

17.3 Insurance

A. Cafeteria Plan/Flexible Benefits

The cost of the premiums for all insurance other than Workers' Compensation coverage shall be borne by the Employee except as referenced in subsection C of this section provided that if at any time the Board's insurance carrier(s) shall determine that the minimum number of persons have not selected health/dental insurance, such shall become mandatory based upon the inverse seniority of Employees.

1) The Board shall maintain a "cafeteria plan" which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or its underlying regulations shall be amended, the parties shall promptly meet to agree upon an amendment of such plan.

2) An Employee may annually contribute any amount to the plan not to exceed the maximum amount allowed by law per twelve-month period, such contributions to be deducted from compensation. For purposes of this section, the twelve-month period shall commence September 1. Prior to such date, Employees shall allocate the amounts they desire to be deducted from their compensation among the following benefits.

    a) Premiums for health, dental, life, vision and/or disability insurance whether such is provided on a group basis by the Board or otherwise.

b) Premiums for Board paid life insurance up to $40,000 group term life.

c) Reimbursement for qualified dependent care assistance as defined in Section 129 (e) (1) of the Internal Revenue Code, up to the maximum amount allowed by law;

d) Reimbursement for the cost of medical care, as defined in Section 213 (d) of the Internal Revenue Code, to the extent not covered by insurance, and incurred by the Employee and the Employee's spouse and/ or the Employee's dependents. Effective the 2018 plan year, you will be able to "roll over" up to $500 of your health care FSA election to the following year. Please note that dependent care FSA accounts are not eligible for the roll-over. Any future changes to this dollar amount by the government will automatically occur to the plan; and,

e) Reimbursement for the cost of qualified insurance premiums as defined in Section 125 of the Internal Revenue Code and Revenue Ruling 61-146, up to the maximum amount allowed by law.

3) The amounts so allocated shall accrue during the twelve-month period and be payable prorated upon the submission by the Employee of receipts demonstrating the payments of such amounts. Any amounts so allocated for which reimbursement cannot be demonstrated on a timely basis will be forfeited and not otherwise paid to the Employee or carried over to the following year.

4) The Board shall provide timely accounting to the Employees in relation to the flexible benefit plan.

B. Health Coverage Summary Booklet

Each covered Employee shall be issued an individual booklet summarizing the provisions of the Health/Dental/Eye Care plans. This booklet shall be issued to each Employee no later than 90 days after contract ratification. The booklet shall describe the benefits available to which covered persons are entitled and to whom such benefits are payable. Newly hired Employees will receive the current Employee Health Benefit plan booklet upon the date of employment.

C. Board Contribution to Medical Insurance Coverage

For the life of this contract, the board shall allocate to each Employee that elects individual coverage in a District 99 group medical insurance plan, an amount based on a fixed percent of the individual premium as follows:

Individual Premium Allocation
July 1, 2026 - June 30, 2028

Insurance Plan	Board Allocation
PPO	65%
PPO w/HSA	95%
HMO	85%

For the life of this contract, the Board shall allocate to each Employee that elects dependent (family or employee plus one) coverage in a District 99 group medical insurance plan, an amount equal to a fixed percent of the portion of the premium for such coverage that is in excess of the individual premium portion as follows:

Family or Employee +1 Premium Allocation
July 1, 2026 - June 30, 2028

Insurance Plan	Board Allocation
PPO	50%
PPO w/HSA	60%
HMO	60%

The Board's dependent (family or employee plus one) coverage allocation for each school year shall be provided in addition to the individual coverage allocation amounts reflected in the first paragraph of this subsection.

Premium increases greater than 12% in the HMO or greater than 5% in the PPO plans will result in a split in the premium increase between the employee and the district and the percentage of premiums contributed by the district that is outlined in this agreement will be adjusted appropriately.

For those Employees who elect to not take the district insurance, the District will pay a stipend in two semi annual payments. Total stipend is as follows:

All years of this agreement - $1,000

17.4 Twelve Month Coverage

The Board provided insurance shall be for 12 months or until the Employee's services have been terminated for whatsoever reason.

During any unpaid leave, other than leaves protected under FMLA, the employee will be responsible for 100% of the premium. The employee shall make timely payments to the Board's business office to maintain such coverage.

17.5 Mileage

Employees shall be paid in an amount per mile as allowed by the Internal Revenue Service with detailed explanations of expenditures for all approved mileage to perform their assigned duties for the District.

17.6 Professional Development Opportunities

The District will offer the opportunity to assist Employees with professional growth, beyond certification required for employment, in the areas of high need as identified by the District and with the following guidelines.

A. Financial Reimbursement

a. An annual pool of a minimum of $5,000.00 will be provided for financial reimbursement.

b. For financial reimbursement, coursework must be part of a post-secondary program or other District approved provider that leads to a certification, qualification or endorsement in an area of high need as identified by the District. Areas of high need are determined by the superintendent or designee.

c. Employees who request financial reimbursement must submit their request for pre-approval prior to starting the coursework or program.

d. The District will reimburse up to 80% per course and/or certification exam(s) after the employee provides a transcript with evidence of at least a "B" or equivalent earned in the course, or evidence of successfully passing an associated certification exam.

e. Staff who receive financial reimbursement for a certification, qualification or endorsement in an area of high need as identified by the District will continue to receive assistance to complete that program as long as they maintain at least a B or equivalent in the ongoing coursework and continually make progress towards the certification, qualification or endorsement as defined by the timelines set forth in their pre-approval for the certification, qualification or endorsement program. Staff who will not meet their timelines or need to pause their timelines should contact Human

Resources to request a timeline modification. Decisions on modifications are at Administration's discretion and are non-precedential.

f. A staff member that participates in the financial reimbursement program agrees to work for 2 school years beyond the completion of a reimbursed course. If a staff member voluntarily leaves the District before 2 school years, they will reimburse the District 100% of the reimbursement amount received in the prior 2 years before their resignation. A resignation in lieu of nonrenewal or termination is not considered voluntary.

B. Reporting to alternate locations

Staff members may be required to report to an alternate location for pre-arranged and approved professional development.

The following information provides guidance for professional development outside the district:

- If professional development occurs outside the district, staff members who drive their personal vehicles will be reimbursed at the current District mileage rate for the lesser of the distance between their regularly assigned work location and the out-of-district site, or the distance between their home address and the out-of-district site.
- Staff members are responsible for completing the mileage reimbursement form including your current automotive insurance and map demonstrating route of travel in order to receive reimbursement.

C. On-the-job student teaching

Paraprofessionals who are pursuing a teaching license may need to gain student teaching experience as a part of their university requirements. The District will attempt to provide the member the ability to perform student teaching requirements while continuing employment under the following conditions.

A. The arrangement does not negatively impact students and their learning, and provides the same level of services to students.

B. The paraprofessional remains with the same classes and teacher as their normal assignment for that year. Paraprofessionals who plan to do student teaching must work with their department chair/building administration no later than May 1st of the prior school year to plan for work placement and attempt to find a cooperative teacher for the student teaching assignment.

C. The cooperating teacher, and their respective Association, must be agreeable to the proposed arrangement.

D. The Employee will remain a member of the Support Staff Association and receive the same compensation and benefits as outlined in this CBA, and will return to their normal role upon completion of the student teaching requirement.

E. It is the responsibility of the member to confirm that nothing in the student teaching arrangement is in violation of the program provisions of the college or university through which the student teaching is being completed.

F. If an agreeable arrangement is made, for the duration of the student teaching period, the classroom teacher - in addition to serving as a cooperating teacher to the student teacher - shall, during times in which the student teacher is functioning as the primary classroom teacher, fulfill the classroom duties formerly conducted by the paraprofessional prior to them assuming the role of student teacher.

Student teaching in the District should not be interpreted as a commitment to hire the member in a future teaching role.

Employees required or offered professional growth opportunities and or programs outside their normal work day/ work year shall be compensated in the form of appropriate additional salary.

Employees may participate in district in-services or workshops if space is available. Participation is optional and without compensation.

17.7 Personal Care Stipend

Paraprofessional, Occupational Therapist, Physical Therapist, and Nurses Employees working with students who have personal care needs on a regular daily basis outlined below shall earn a $750 stipend per semester. Personal care duties may include: the lifting and cleaning of a student associated with bathroom use, changing soiled diapers, cleaning students and changing their clothes as a result of poor bowel/urinary control, and other duties which involve daily contact/cleaning of bodily waste. Eligibility for the stipend will be determined by the Assistant Superintendent for Student Services and the Director of Human Resources and is not subject to the grievance process. The Special Services Department Chair will provide Human Resources and the Association with a list of staff members who are receiving the stipend within the first two weeks of student attendance each semester.

17.8 Multi-Language Needs

Administrative Services Professionals, Security Staff, SSA Nurses, Instructional Aide Specialist, and Technology Staff members may be eligible to receive a $500 stipend per semester for providing bilingual support to administrative or instructional programs during

their regular work day.
Superintendent or designee will determine the language needs of the district on a yearly basis, for which stipends are available, and determine on a case by case basis of additional needs.

In exceptional cases, the Administration reserves the right to determine the eligibility of other support staff members, including paraprofessionals, for this stipend based on the specific translation needs of the building or instructional programming.

Staff members who are eligible for this stipend will also be eligible to clock-in at their normal pay rate (hours could be applicable to overtime) to support events outside of the normal work day that need bilingual support. These opportunities will be available at the direction of Administration and shall require pre-approval. Any events outside of the normal work day will be at the employee's discretion.

Eligibility for the stipend shall be determined by the Building Principal or their designee at the District's discretion.

The Building Principal or their designee shall provide both Human Resources and the Association's President with a list of staff members receiving this stipend by November 1st and March 1st of each school year.

In order to apply for the multi-language stipend, the staff member should contact their Building Principal or their designee.

To assess fluency or proficiency in the identified language, eligible staff members shall be required by the Building Principal or their designee to take a language proficiency assessment and submit the resulting scores. Any cost associated with taking the language proficiency assessment will be paid in full by the District.

The Building Principal or their designee may utilize data submitted by families through the district language survey to ascertain the translation needs of the building. In all other circumstances, the Building Principal or their designee shall determine the translation needs based on administrative discretion.

17.9 Bus Stipend

There will be $800 annual stipends available to T99 paraprofessionals, who possess the appropriate school bus permit (total number is at Administrative discretion). These stipends are intended a compensation for their assistance in driving students, during the school day, at T99 to locations required to meet the educational goals of the programs at T99; these paraprofessionals would drive T99 students when other staff members (i.e. Job Coaches, Certified Staff) who typically would do this are unable to do so for any reason.

This additional duty will be posted and those T99 paraprofessionals who are interested will need to apply. Applications will be reviewed by T99 leadership. Anyone interested, who does not already hold the bus permit, should contact HR prior to pursuing the bus permit. Once granted this stipend, the paraprofessional will get to keep it year over year unless

- they no longer wish to perform the driving duties,
- they have been removed the driving duties,
- they are no longer qualified, or
- the need for the school bus permit ceases to exist.
- T99 administrators will provide Human Resources and the Association with a list of paraprofessionals who are receiving this stipend by the first week of October each school year.

Those currently in, or who enter a retirement agreement are still limited to 6% maximum pay increase annually.
Beginning July 1, 2026, all employees identified as Job Coaches are required to hold a school bus permit and will receive this stipend annually with none of the above restrictions.

17.10 Employee Group Movement

If a current employee moves to a position in a higher category they will receive the Starting Salary or an increase of their current salary by the percentages below (whichever is higher).

- Increase of 10% or $27.00 per hour whichever is higher to move from group A to B
- Increase of 15% or $32.00 per hour whichever is higher to move from B to C
- Increase of 25% or $32.00 per hour whichever is higher to move from A to C

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ARTICLE 18 – EFFECT OF AGREEMENT

18.1 Contractual Amendments

This Agreement may be altered, changed, added to, deleted from, or modified only by the voluntary and mutual consent of each of the parties in a written and signed amendment to this Agreement.

18.2 Individual Contracts

Any individual contracts between the Employer and an individual Employee as heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement.

18.3 Contract vs. Board Policy

This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Employer, which shall be contrary to or inconsistent with its terms.

18.4 Savings Clause

If any provision of this Agreement or any application of this Agreement to any Employee or group of Employees is held to be contrary to law by a court of competent jurisdiction, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall continue in full force and effect.

18.5 Waiver of Additional Bargaining

The parties acknowledge that during the negotiations that resulted in this Agreement, each had the right to make proposals with respect to any matter not removed by law or by specific agreement of the parties in the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. The parties, therefore, for the life of this Agreement, waive the right to bargain only over those mandatory subjects of bargaining that are expressly and specifically addressed in this Agreement except as otherwise specifically provided herein. The parties each further agree that they shall not be obligated to bargain collectively during the term of this agreement with respect to mandatory subjects expressly covered by this Agreement, but retain the right to bargain over any mandatory subject of bargaining not expressly addressed herein.

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ARTICLE 19 – NO STRIKE

19.1 No Strike

The Association shall not engage in nor encourage the participation by any bargaining unit member in any illegal strike against the School District during the term of this Agreement.

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ARTICLE 20 – RETIREMENT

20.1 Retirement

A. Standard Retirement Benefit

Five hour or more employees who retire from the District at a minimum age of 55 with a minimum of five years of IMRF creditable service with the District will be granted the following:

An Employee can elect to donate the remaining sick days to the Association's sick bank, provided that the balance of the sick bank does not exceed 500 days.

Donation of any unused sick days must be made by writing to the Director of Human Resources notifying the District of their intent to donate days by their last working day. The Administration will alert the Association when a request has been made.

The Support Staff employee will receive $30 dollars per day, up to a maximum of 240 days, for each unused sick leave day not reported to IMRF and not donated to the Sick Bank. The amount due for each day of unused sick leave will be paid to the employee on the first payroll date in the second month following retirement.

The eligible employee must file an irrevocable letter with the Human Resources office, resigning and retiring at least 1 month prior to their last scheduled work day for the current school year (based on published support staff calendars). An employee who experiences extraordinary personal circumstances may request the benefit defined in 20.1 with less than one month notice. District denial of the request is not subject to a grievance.

B. Post Retirement Longevity Stipend

Support Staff employees will receive a one-time post retirement stipend if they file an irrevocable letter with the Human Resources office, resigning and retiring at least 3 months prior to their last scheduled work day for the current school year (based on published support staff calendars). This stipend will be based on a flat rate of $300 multiplied by the number of consecutive full years of service in District 99 at the time of retirement (there is no cap on the amount). The post retirement stipend will be paid to the employee on the first payroll date in the second month following retirement.

20.2 Earliest Retirement Incentive Program

A. Eligibility

1. The District 99 Early Retirement Incentive will be available to SSA Employees who are at least 55 years old and have 10 years of creditable IMRF service in District 99 at the time of retirement.

2. The eligible employee must file an irrevocable letter notifying the District of their date of

retirement with the Human Resources office by February 1 in the year they are retiring, or the year prior.

3. Acceptance of the resignation and retirement and approval of wage increases, increased longevity stipend, and authorization for any sick leave payout shall occur upon the Board's approval of the irrevocable letter of intent to retire.

4. Employees qualifying for this Retirement Incentive, in years 1 or 2 of this agreement, will see a pay increase adjustment, in addition to any increase they may have already received, up to 6% over the previous fiscal year pay.

5. The total compensation paid to a retiring IMRF Support Staff Association employee will not exceed the limits defined by IMRF that would trigger an accelerated payment by the District.

6. Employees qualifying for the earliest retirement incentive will receive a one time payout equal to $500 multiplied by consecutive years of service in District 99 (increased longevity payment replacing the $300 base payment amount in 20.1B). Once this stipend is paid, post retirement obligations from the District end.

An employee may rescind their letter of intent to retire, provided written notice be given to the Director of Human Resources and the Association President at least 30 days prior to the employees last day of work. If the expected open position has already been filled with a new hire, the employee is not able to rescind their letter of intent to retire. In situations of extreme life altering events, the employee can request a retraction at any time prior to the last day of work. The BOE holds the right to refuse the retraction. Once approved by the BOE, the employee shall continue their employment in their current position without loss of seniority, step or benefits. If the request is approved by the Board, all benefits received by the employee under this section shall be repaid within 30 calendar days of the Board's approval or upon such other schedule as the Board and the employee agree.

ARTICLE 21 – TERMS OF AGREEMENT

This agreement shall be effective July 1, 2026 – June 30, 2028 per the terms of this agreement inclusive of Section 17.3.

In witness thereof:

For the Association:

Maria Georgiou

Co-Chief Negotiator

9.4.26

Date

For the Board of Education:

President

9.9.2026

Date

Attest:

Co-Chief Negotiator

9.4.26

Date

Board Secretary

9-9-26

Date

APPENDIX A: BASE HOURLY RATE INCREASE

Group	Group A		Group B		Group C		Group D	
Positions	Administrative Services Professional, Paraprofessional, Job Coach, Technical Support I, In School Intervention Supervisor, Interventionist, Student Supervisor, TV/Radio Station Supervisor, Instructional Aide Specialist		Campus Security, Collaborative Pianist, Performing Arts Center Coordinator, Pool Manager, Technical Support II		Audio Visual Coordinator, Data and Systems Specialist, Spanish Speaking Home to School Liaison, Technical Support III		Nurse	
Starting Hourly Rate	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2	Year 1	Year 2
	$21.50 /hr	$22.08 /hr	$27.00 /hr	$27.73 /hr	$32.00 /hr	$32.86 /hr	$35.00 /hr	$35.95 /hr
Maximum Starting Hourly Rate (New Employee)	$24.00 /hr	$24.65 /hr	$29.00 /hr	$29.78 /hr	$35.00 /hr	$35.95 /hr	$38.00 /hr	$39.03 /hr
Market Hourly Rate	$29.09 /hr	$29.88 /hr	$31.17 /hr	$32.01 /hr	$43.67 /hr	$44.85 /hr	$46.76 /hr	$48.02 /hr

- **Occupational Therapist** and **Physical Therapist** will receive a 3.9% increase in year one and a 3.7% increase in year two, unless in a retirement agreement.
- In each of the next two school years Starting Salary, Maximum Starting Salary, and Market Salary will increase by CPI with a maximum of 5%.
- New employees will be hired at a rate between Starting Salary and Maximum Starting Salary.
- If a current employee moves to a position in a higher category they will receive the Starting Salary or an increase of their current salary by the percentages listed in the language below under Article17.10- Employee Group Movement.

APPENDIX B: HOURLY RATE CALCULATIONS

Hourly Rate calculations - Year 1

- **If below Market Rate: (Hourly Rate * (102.9% + Group Adjustment)) + $1 Flat (with a floor of Starting Salary)**
- **If above Market Rate: (Hourly Rate * (102.465% + Group Adjustment)) + $1 Flat (85% of 2.9% = 2.465%)**

Hourly Rate calculations - Year 2

- **If below Market Rate: (Hourly Rate * (103.7%)) (with a floor of Starting Salary) (2.7% + 1.00% = 3.7%)**
- **If above Market Rate: (Hourly Rate * (103.295%)) (85% of 2.7% + 1.0%)**

Classification	Year 1 Adjustment	Year 2 Adjustment
ASP - AA	2.9%	1.00%
ASP - EXEC	2.9%	1.00%
PARA & IAS	0.5%	1.00%
TECH1	0.5%	1.00%
SECURITY	0.25%	1.00%
TECH2	0.25%	1.00%
TECH3	0.15%	1.00%
NURSE	0.5%	1.00%
OTPT	1.0%	1.00%
FLAT	$ 1.00 (excluding OT/PT)	$ 0.00

APPENDIX C: BENEFITS TABLE
JULY 1, 2026 – JUNE 30, 2028

EMPLOYEE		FULL TIME (52 WEEKS)		FULL TIME (42 WEEKS) Employee regularly works 35+ hrs per week		SCHOOL TERM FULL TIME Employee regularly works 35+ hrs per week		SCHOOL TERM PART TIME Employee regularly works at least 5 hrs per day		PART TIME Employee regularly works less than 5 hrs per day
PAYROLL OPTIONS		24 Pays, 24 Deductions Union Dues – 20 Deductions		24 Pays, 24 Deductions Union Dues – 20 Deductions		20 Pays, 20 Deductions 24 Pays, 20 Deductions Union Dues- 20 Deductions		20 Pays, 20 Deductions 24 Pays, 20 Deductions Union Dues – 20 Deductions		20 Pays, 20 Deductions OR 24 Pays, 20 Deductions (incl Union Dues)
BENEFIT		**Upon Employment**	**Accum To**	**Upon Employment**	**Accum To**	**Upon Employment**	**Accum To**	**Upon Employment**	**Accum To**	
SICK DAYS		18	258	16	256	13	252	13	252	NA
PERSONAL LEAVE DAYS	Year 1-9	3	3	3	3	3	3	3	3	NA
	Year 10+	3	5	3	5	3	5	3	5	
VACATION DAYS	Months 0-59	10		NA		NA		NA		NA
	Months 60-107	13								
	Months 108-155	16								
	Months 156 +	20								
BEREAVEMENT DAYS		4		4		4 7hrs/day;week only		NA		NA
HOLIDAYS		14 plus 5 supt. holidays		14 plus 3 supt. holidays		9 plus 2 supt. holidays		9 plus 2 supt. holidays		NA
LEAVES		Available per contract		Available per contract		Available per contract		NA		NA

APPENDIX D: GRIEVANCE FORM
(See Next Page)

COMMUNITY HIGH SCHOOL DISTRICT

#99 GRIEVANCE FORM

Grievance # _____ Date _____

_____ _____

(Grievant) (Building)

Date event occurred or date aware of event: _____

NATURE OF GRIEVANCE:

ARTICLE(S) OF THE AGREEMENT VIOLATED, MISINTERPRETED, OR MISAPPLIED:

RELIEF SOUGHT:

_____ _____

(Signature) (Date)

DISTRIBUTION OF FORM:

1. *Superintendent*
2. *Principal/Immediate Supervisor*
3. *Association Representative*

APPENDIX E: SAMPLE PERFORMANCE ASSESSMENT
(See Next Page)

Sample Questions

If you are assigned a task which you are not familiar with, what will be your process of completing it?

Type your answer here...

The picture below displays the number of hours allocated to different projects in each month until May.

Your manager is allocating time for the following few months based on this data. They have asked for you to estimate the number of hours that will be needed for project 5 for June, based on the average hours that have been required up until May.

How many hours would you suggest?

	A	B	C	D	E	F
1		**January**	**February**	**March**	**April**	**May**
2	**Project 1**	300	350	200	400	450
3	**Project 2**	400	410	350	550	630
4	**Project 3**	350	350	220	500	600
5	**Project 4**	640	700	500	720	860
6	**Project 5**	700	790	650	750	820
7	**Project 6**	790	850	700	800	910

Type your answer here...

These are the tasks you have to complete today.

Please write them in order of prioritization and a brief explanation of why you chose to do them in that order.



Type your answer here

You receive an email from the CEO:

Subject: Preparation for Upcoming Board Meeting

Hi,

I hope you are doing well.

We have an important board meeting scheduled for next Wednesday, from 10:30 AM to 12:00 PM in the Executive Conference Room on the 15th floor. The meeting will be attended by myself, the CFO, COO, all board members, the Head of Strategic Planning, and the Head of Risk Management.

We are meeting to discuss our financial review of the previous quarter, discuss current and proposed strategy, prioritise upcoming projects and mitigate risks the company is currently facing.

Can you please prepare a detailed agenda for this meeting, including time slots and responsible presenters?

Thanks for your help.

Best,
CEO.

Please write a meeting agenda in the textbox below.

A company has 17 employees and 3 departments. They want to assign their employees to the departments in such a way that there are an equal number of employees in each department.

Is it possible to do so? If yes, what is the solution? If not, explain why not.

Type your answer here

Back Save and continue

One of your Executives, Julie, has been last minute invited to be a guest speaker at an interstate conference tomorrow evening, you have been asked to arrange everything for the trip: flights, accommodation, car hire, etc.

You are also on a deadline for another piece of work and are minute-taking for back-to-back meetings all this afternoon.

How do you approach this situation, to ensure you are able to complete everything efficiently?

Type your answer here

Back Save and continue