COLLECTIVE BARGAINING AGREEMENT

Between

Naperville Education Support Professionals Association – IEA/NEA

And

Naperville Community Unit School District 203

2021 – 2024

New Employee Information

New employee name: _____

Position/Building: _____

Start Date: _____

Hourly rate of pay: _____

Hours per day: _____

Length of work year: _____

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ARTICLE 1
Recognition

1.1 Recognition

The Board of Education of Naperville Community Unit School District 203, Du Page and Will Counties, Naperville, Illinois, hereinafter referred to as the "Board," recognizes the Naperville Education Support Professionals Association (NESPA) IEA-NEA, hereinafter referred to as the "Association," as the sole and exclusive negotiating agent for all full-time and part-time regularly employed secretarial and clerical employees, including health technicians, receptionists, registrars, printing and warehouse supervisor, all assistants and aides, auditorium managers, specialists, analysts, campus supervisors, project LEAP and computer support associates, hereinafter referred to as "Employees". Excluded from the bargaining unit are payroll clerks, bookkeeper, secretary to the Superintendent of Schools, secretary to the Associate Superintendent for Secondary Education, secretary to the Associate Superintendent for Elementary Education, secretary to the Assistant Superintendent for Human Resources, secretary to the Assistant Superintendent for Finance, secretary for Educational Support Personnel and Substitute Employees, and confidential, managerial and supervisory employees as defined by the IELRA.

1.2 Temporary Timesheet Positions

Notwithstanding the provisions of Article 1.1, it is understood and agreed that from time to time it may be necessary for the Board to hire employees into positions normally subject to inclusion into this agreement for whom this agreement may not apply. Specifically, employees may be hired solely on a "timesheet basis". Timesheet positions are those positions for which the employer has no reasonable expectation that the position will remain for longer than one (1) year. In the event the position and/or the employee does continue employment beyond one (1) year, it is the intention of the parties to this agreement that the employee and/or the position shall be deemed a NESPA position and covered by this agreement. If an employee remains in the position after it has been deemed a NESPA position, his/her seniority date shall be retroactive to the first day of employment in the time sheeted position in the current school year. To that end, the parties agree to meet and make a recommendation as to appropriate bargaining unit placement and the conditions of continued employment. Determination of contractual status shall be made by the Board in collaboration with the Association at the conclusion of each school year. Consideration shall be given to the needs of the district for the following school year.

ARTICLE 2
Employee and Association Rights

2.1 Non-Discrimination

The Board shall not discriminate against any employee on the basis of race, color, religion, marital status, age, sex, sexual orientation, gender, physical or mental disability, domicile, citizenship status, military status, or national origin, except where such discrimination is a bona fide occupational qualification or is utilized in the pursuit of affirmative action. This provision is not applicable to absences from work or lateness due to the location of an employee's residence. This section shall not be construed as to preclude affirmative action. Grievances under this provision shall not be processed past the Superintendent's level.

2.2 Rights of Representation

When an employee is required to appear before the Board or any administrator concerning any matter directly involving discipline or which could lead to discipline of that particular employee, the employee shall be entitled to have a representative of the Association present. When an employee is required to so appear, he/she shall have reasonable advance notice of the reason for the appearance.

2.3 Personnel File

All employee personnel files shall be maintained in an electronic format. Each employee shall receive an electronic copy of material related to discipline that is placed in her/his electronic file. Each employee shall have the right upon reasonable advance request to review the contents of his/her personnel file, provided that such review shall occur during office hours and shall be in the presence of a District administrator. The employee may have copies of materials in his/her file provided that he/she reimburses the District for the cost of duplication. Nothing shall be permanently removed without consent of the Board or Administration. An employee may add notes and letters of commendation or appreciation to his/her file.

2.4 Dues Deduction

Upon receipt of a lawfully executed dues deduction authorization form, the Board shall deduct Association dues and remit the same within ten (10) calendar days to the Association President or designee. The Association dues may be deducted over the first twenty (20) payment periods in any single membership year (September 1 to August 31), provided that such deductions shall commence no later than thirty (30) calendar days after receipt of the authorization form. The Board and the Association agree that deductions shall remain in effect consistent with the terms of Section 11.1(c) of the Illinois Educational Labor Relations Act, 115 ILCS 5/11.1(c). The Association agrees to indemnify the Association consistent with the terms of Sections 11.1(d),(e) of the Illinois Educational Labor Relations Act, 115 ILCS 5/11.1(d),(e).

Any employee who receives less than twenty (20) payment periods shall have dues deducted over the number of payment periods he/she receives.

2.5 Use of Buildings

The Association may use school buildings for normal operational meetings of the Association in accordance with regular Board policy for building usage if the use of the building does not interfere with any facet of the school's educational, administrative or extra-curricular program. The Association shall promptly reimburse the Board for any expenses incurred therewith and for any damage that may arise therefrom. Nothing herein shall allow access to any building by any employee without having followed the regular Board policy for building usage or as part of assigned duties.

2.6 Meetings, Notices and General Information

The Association shall be permitted the use of employee mailboxes, inter-school mail, e-mail and voice mail, and a bulletin board in the employee lounge of each building for the purpose of internal communications, provided that general communication shall be identified as Association materials, and provided further by the use of such inter-school mail the Association agrees to reimburse the Board for the affixation of postage that may be required by the United States Postal Service or a court of competent jurisdiction. Such mailboxes, mail, e-mail, and/or bulletin boards shall not be utilized for materials that are related to political candidacy other than Association endorsements nor for the distribution or posting of any material the purpose of which is to malign any Board member, agent, or employee.

Nothing herein shall preclude the right of the Board to prevent direct access to employee mailboxes by other than designated Board employees, nor to reasonably limit the use of the bulletin boards in the interest of the school program. The Association understands that in situations where the physical mailboxes are not available to the Association, the District e-mail and voice mail may be used only with the permission of the Superintendent or designee.

The use of office machines (excluding where meter costs are involved) will be permitted on school premises only. The use of computers and printers shall also be permitted upon a finding by the building principal that their use will be by person(s) appropriately skilled in their operation and that such use will not access confidential data or unduly affect or limit data storage in or by such equipment. The Association shall provide all data storage devices for the computer used. Use of such equipment shall be contingent upon the absence of any concurrent need to use such equipment for any aspect of the school program.

The Board shall be promptly reimbursed for the cost of paper and supplies used for Association business and for any damage occasioned by such use.

2.7 Information to Association

The Board shall provide the Association information in response to reasonable written requests that is relevant and necessary for negotiations or the processing of grievances.

Copies of the Board public packet and Agenda for meetings shall be available on the District website.

2.8 Association Release Time

The Board shall annually allow the Association President or his/her designee 40 days in release time from duties for the purpose of conducting business of the Association. These days may accumulate during the term of the Agreement for use during the Agreement. Unused days shall not rollover after the expiration of the Agreement. Such release time shall be granted upon five (5) days' written notice from the President, or with lesser notice at the Board's discretion. Such release time must be taken in increments of no less than one-half (1/2) day. The Association will promptly reimburse the District at the substitute rate of pay for all release time granted provided a substitute is obtained.

2.9 Pertinent Information

The Board shall furnish to the Association names, dates of hire, position and building assignments of new employees within ten (10) days of hire.

The Board shall furnish the Association President the names, addresses, and tentative building assignments of new employees covered by this Agreement prior to August 15 each year. Names, addresses, and building assignments of those hired after August 15 shall be furnished to the Association as soon as practicable. An update will be furnished in January. Updates to the employee list will be provided by the Human Resources Department on a monthly basis when new employees are added and/or terminated employees are deleted from the payroll.

The Board shall furnish monthly to the Association the names and dates for employees who terminate, begin leaves of absence, and who have changes in hours worked, position or building assignments.

2.10 Definition of Days

Unless otherwise indicated in this agreement, "days" shall mean any days the District's Administrative Offices are scheduled to be open.

ARTICLE 3
Grievance Procedure

3.1 Definitions

A. **Grievance** - A grievance is any claim by the Association or an employee that there has been a violation, misinterpretation, or misapplication of this agreement.

B. **Association Representatives** - At least one Association representative may be present for any meetings, hearings, appeals, or other proceeding relating to a grievance which has been formally presented. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association, provided the Association is notified and the solution is not inconsistent with the terms of this agreement.

3.2 Statement of Guidelines

A. Every employee covered by this agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Only the Association, and not an employee, may appeal the grievance beyond the Superintendent level.

B. An employee who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

C. The failure of an employee or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step as described under Section 3.3 Procedures. The time limits, however, may be extended by mutual agreement, in writing.

D. When the presence of any witness at a grievance hearing is requested by either party, illness or other incapacity of the witness shall be grounds for any necessary extension of grievance procedure time limits.

E. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours. When such hearings and meetings are held during school hours, employees whose presence is requested by the Administration shall be excused, with pay, for that purpose.

F. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or Association representative shall be conducted so as to result in no interference with or interruption whatsoever of work activities of the employees.

G. Any employee has the right to be represented by the Association in the grievance procedure. The employee may be present at any grievance discussion. Nothing contained herein limits the rights of an employee or the District under Article 3.2(C).

H. Provided the Association 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 step.

I. All documents dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

J. A grievance may be withdrawn at any level without establishing a precedent and if withdrawn shall be treated as though never having been filed.

3.3 Steps

Step #1 -- Every reasonable effort shall be made to resolve any potential grievance through informal discussion with the immediate supervisor and/or administrator whose determination or conduct is in question. If such informal discussion shall not resolve the issue and a formal grievance shall thereafter be filed, such discussion, including any efforts to resolve the issue, will be treated in a confidential manner.

Step #2 -- If the grievance cannot be resolved informally, the aggrieved may file the grievance in writing with his/her building principal or immediate supervisor. The written grievance must state the nature of the grievance, the specific clause or clauses of the agreement allegedly violated, and the remedy requested. Filing of the written grievance at the second step must be done within fifteen (15) days from the date of the occurrence of the event giving rise to the grievance or of the date when the grievant might reasonably have had knowledge of the event. The immediate supervisor involved shall, within seven (7) days of receipt of the grievance, convene a meeting to resolve the grievance. Within ten (10) days of the Step #2 meeting, the immediate supervisor shall issue a written response to the grievance. Copies of the response shall be sent to the grievant and to the Association.

Step #3 -- In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved employee shall file, within seven (7) days of the immediate supervisor's written decision or answer at the second step, a copy of the grievance with the Superintendent. Within seven (7) days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the immediate supervisor and the Superintendent or designee shall meet to resolve the grievance. The Superintendent or designee shall file an answer within seven (7) days of the third step grievance meeting and communicate it in writing to the employee, the immediate supervisor and the Association.

Step #4 -- If the grievance is not resolved satisfactorily, the Association may refer the grievance to arbitration by giving written notice to the Superintendent within seven (7) days of the Step #3 answer. The arbitrator shall be selected from panel(s) to be secured from the American Arbitration Association, which shall act as administrator of the proceedings. The parties may by mutual agreement submit more than one grievance to the same arbitrator. The arbitrator shall have no right or authority to amend, modify, nullify, ignore,

add to or subtract from the provisions of this agreement. The arbitrator's decision must be based solely upon his/her interpretation of the meaning or application of the express relevant provision of this agreement. The arbitrator's decision shall be binding.

The fees and expenses of the arbitrator shall be divided equally between the Board and the Association provided, however, that each party shall be responsible for bearing its own costs and shall be responsible for compensating its own representatives and witnesses. If one party requests a written transcript, that party shall bear the costs of the transcript and court reporter. If both parties request a transcript, the cost of the transcript and court reporter shall be divided equally between the Board and the Association.

Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which has not previously been disclosed to the other party at least 48 hours before the hearing.

The arbitrator, in any opinion, shall not amend, modify, nullify, ignore or add to the provisions of this agreement. The arbitrator's authority shall be strictly limited to decisions relating directly to the issues presented in writing by the Board and the Association.

ARTICLE 4
Assignments

4.1 Posting of Positions

The Superintendent or his/her designee shall assign and transfer all personnel. Notification of vacancies covered by this agreement shall be posted on the District website, and an electronic copy of the notice shall be sent to the Association President. Notice of those positions covered by the agreement shall include the title, the location, the starting date, and the anticipated hours for the position.

Applications will be accepted from personnel who feel they are qualified. Posted positions will be held open for a minimum of three (3) days, except that there will be no posting requirement for a Special Education Assistant position vacancy if the incumbent terminates the position with less than two (2) calendar weeks' notice to the District. All interviewees shall be notified when a position is filled. If requested, an employee shall be granted a meeting with the appropriate supervisor to discuss the reasons for denial of a requested transfer, requested assignment or requested interview.

4.2 Compensation/Temporary Duties Assigned

If an employee is required to take over the duties of another employee in a higher category on a temporary basis (LOA or extended illness), for a period longer than 10 consecutive work days, the employee assuming such duty shall be paid at the salary of the higher category for the time he/she assumes such duties. The salary will be retroactive to the first day of temporary employment in the higher category.

4.3 Internal Substitute

Except in brief emergency situations, an assistant shall work with students in an instructional capacity only when the assistant is under the direct supervision of a certificated employee. This shall not preclude voluntary employment of an appropriately certified assistant as a substitute teacher when no other substitute teacher is available. Compensation will be at the current District substitute teacher rate in lieu of the assistant's regular rate of pay.

4.4 Job Descriptions

Job descriptions for NESPA employees shall be made available via the District intranet.

ARTICLE 5
Leaves

5.1 Sick Leave

Sick leave will be fifteen (15) days per year for all employees, except that during the 2021-2022 school year only, all NESPA employees shall be granted twenty (20) days of sick leave. An employee whose first employment date is on January 1 or after shall receive one sick leave day per month until July 1 of the same year, at which time the employee will receive another 15 days. Anyone starting before January 1 of any given fiscal year shall automatically receive 15 sick leave days and then another 15 on July 1.

Sick leave may be taken in full day or half-day increments.

If the current Illinois Municipal Retirement Fund (IMRF) rules, regulations or laws change that would permit retiring employees to accrue more than one full year of retirement service credit through the use of accumulated sick leave, then this agreement shall be re-opened solely for the specific purpose of negotiating an increase in allowable accumulated sick leave.

5.2 Sick Leave for Injured Employees

The Board shall make available additional sick leave up to three days which is to be available for any NESPA employee to use in the event an employee is physically injured by a student at school during work hours. In order for an employee to access additional sick leave, the employee is required to report to the school nurse's office and complete an accident report. Further, the employee must visit a doctor of the employee's choice and secure a note from the doctor verifying the employee's injury claim.

The purpose of this section is to provide paid sick leave for injuries resulting from student actions that do not require three work days of absence from employment - the normal waiting period under Worker's Compensation regulations. Use of such additional sick leave shall not be deducted from the employee's personal sick leave accumulation. In the event a Worker's Compensation claim is filed and sustained in relation to the incident, and if the employee receives reimbursement from the first day of injury from Worker's Compensation, the employee shall be required to repay the employer for any monies received under this provision.

Under no circumstances may an employee receive more than three (3) days of additional sick leave for any one occurrence covered by this section.

5.3 Personal Leave

The Board of Education shall grant each employee two (2) days' leave for personal business which cannot be handled during non-school days or hours. Personal leave days are prorated for employees hired after the start of the fiscal year. Notification of intended absence due to such personal business must be submitted in writing to the Building Administrator at least two working days in advance of the absence, except in cases of documented emergencies. The day immediately preceding or immediately following a

legal holiday or a school vacation period, and the first five (5) or last five (5) employment days of the school term shall not be used as personal leave days except in cases of documented emergencies or due to special occasions which cannot be rescheduled. The decision whether to grant leave for special occasions shall be at the sole discretion of the Administration.

Personal leave shall not be available for a work stoppage of any kind or for any activity which shall result in taxable income for the employee. The total days absent for personal reasons or a leave without pay shall not exceed two consecutive days unless the Board, in its sole discretion, grants such leave. Any unused personal leave which remains at the end of an employee's work year shall be added to the accumulation of sick leave available for the following year without regard to the maximum accumulation of sick days.

Notwithstanding the above, an employee who utilized zero (0) personal days, including the carryover day referenced here during a school year may carry over one (1) personal day to the subsequent school year for a maximum of three (3) available days. The third carryover day may only be used for non-recreational personal business, which cannot be conducted at any other time. Non-carryover days shall continue to accumulate as sick days.

5.4 Bereavement Leave

Each employee shall be eligible for up to three (3) days of bereavement leave in the event of the death of a person in the employee's immediate family, with the definition of "immediate family" as defined under the Sick Leave provision of the Illinois School Code, 105 ILCS 5/24-6. The Superintendent or designee, with sole discretion and without establishing a precedent as to any other such request, may grant up to two (2) additional days of bereavement leave for such death.

The Superintendent or his/her designee, with sole discretion and without establishing a precedent as to any other such request, may grant an employee the bereavement leave provided in the paragraph above for the death of a person not in the employee's immediate family.

5.5 Religious Leave

If the employee has used all of their personal days as specified in 5.3, they shall be granted one (1) additional personal day for observance of a bona fide religious holiday of the employee's faith if that holiday occurs on a scheduled workday. Employees are advised of their rights under the Illinois Human Rights Act, 775 ILCS 5/1 et seq.

5.6 Leaves of Absence

The District, in its sole discretion and without precedent as to the disposition of any other such request, may grant a request by an employee for a leave of absence without pay for up to one (1) year for an employee with more than one year's full-time service with the District. All requests must be made in writing to the Superintendent or designee and must be accompanied by a recommendation from the employee's supervising administrator. An employee granted a leave under this provision shall, upon return, be entitled to a comparable position within the District. Such leave shall not entitle the employee to

accumulate benefits while on leave. However, an employee returning from leave shall retain prior earned seniority and accrued benefits and the salary level held at the time of the leave. If such leave is granted, the employee shall be allowed to continue participation in the District's group health insurance as defined by the Plan Document by paying the full cost of the premiums. The employee's group life and disability insurance will not continue in effect during the leave, but will be reinstated upon the employee's return to active duty.

An employee who has been granted an unpaid leave of absence shall notify Human Resources in writing of the employee's intent to return to active employment at least thirty (30) calendar days before the last scheduled work day prior to the scheduled end of the leave. Failure to provide such notification shall be treated as a voluntary resignation of employment from the District.

Nothing in this Section eliminates the rights of an employee to utilize FMLA leave. The twelve (12) month period of eligibility for FMLA benefits shall be on a "rolling basis" with the period beginning on the first day of FMLA leave.

Anything in this agreement notwithstanding, the Board shall comply with the provisions of the FMLA of 1993 and regulations or as subsequently revised and amended.

5.7 Jury Duty

All employees who are subpoenaed as jurors will notify their immediate supervisor as soon as possible after being subpoenaed. Subpoenaed employees who are required to serve as jurors during a workday on which they otherwise would have been scheduled to work will receive their regular salary, provided they turn over to the District any fees received as jurors (excluding any reimbursement for expenses). Whenever feasible, employees called to jury duty shall report to work at their buildings if it is reasonably possible to do this by noon.

5.8 Holidays

Fifty-two (52) week employees shall receive twelve (12) paid holidays each year. Those days will be designated in the school calendar. The office of the Chief Human Resource Officer shall publish via memo each year the twelve (12) paid days by April 1st for the following school year.

The office of the Chief Human Resource Officer shall publish via memo each year the paid days for employees who work less than fifty-two (52) weeks by April 1st for the following school year.

When a holiday falls on a Saturday or Sunday, another day off shall be granted by the Superintendent of Schools if that day is a non-school day.

Employees who work less than fifty-two (52) weeks a year will not be paid for Independence Day.

Assistants whose work schedules do not include the student attendance days before and after any of the holidays will not be paid for such holidays.

ARTICLE 6
Compensation and Benefits

6.1 Compensation

The Compensation schedule for the term of this agreement is attached as Appendix B.

Employees may have their compensation directly deposited into the account and institution of their choosing. Information regarding direct deposit procedures will be provided to any employee as needed.

6.2 Vacation Benefits

Fifty-two (52) week employees will accrue vacation benefits as follows:

Upon Hire	9.375 hours per month
After 5 years	12.525 hours per month
After 10 years	15.6225 hours per month

A. Employees shall notify their supervisors what period of time the employee desires to take his/her vacation. The supervisor should give reasonable consideration to granting the employee's request to take vacation at the desired time. If the employee's request to take vacation at a desired time is not granted, the employee will be given a reasonable opportunity to take his/her vacation.

Employees may not accrue more than 1.5 times the annual vacation allotment.

B. A holiday within the vacation period is not counted as part of the vacation and the employee may add that day to the total vacation days to which he/she is entitled.

C. An employee who transfers from a less than 52-week NESPA position to a 52-week position shall receive pro rata credit on the graduated vacation schedule for prior years' experience in the District in a less than 52-week position. The formula shall be as follows:

(Contracted weeks per year X years of service) ÷ 52 weeks = Equivalent whole (truncated) years of service on vacation schedule.

6.3 Formula for Hiring New Employees

No newly-hired person will be paid at a higher hourly rate than a current Bargaining Unit employee in the same position with the same number of years of experience. Experience credit will be granted to new employees using the following criteria:

- Previous experience that is used for credit must be related to the position for which the person is being hired.

- Credit can only be given for a position with comparable responsibility.
- Credit can be given for self-employment only if it is demonstrated that there was compensation for the position.
- Credit will be given on a full-time equivalent basis.
- Only the past 10 years of work history can be considered.

6.4 Reimbursement for Mileage

Employees required by the District to use their own automobiles to conduct their duties shall be reimbursed at the rate established by the U.S. Internal Revenue Service.

6.5 Health Insurance

Health insurance (as defined in the Plan Document) coverage as determined by the Board of Education and the Health Insurance Review Committee will be provided to bargaining unit members with the Board of Education contributing to the premiums at the percentages listed below:

Board contribution to premium:	85%
Employee contribution to premium:	15%

6.6 Eligibility for Insurance Benefits

For purposes of establishing eligibility for this agreement, any full-time employee working 25 hours per week or more shall qualify for District insurance benefits as described in Section 6.6 above.

6.7 Long Term Disability Insurance

Upon exhaustion of accumulated sick leave or 60 calendar days from becoming disabled, whichever is greater, the Board will provide each active full-time employee with long-term disability insurance, fully integrated with IMRF System disability and/or its equivalent, to a maximum of 70% of the employee's last annual salary at the time of disability provided that, if the employee shall not have long-term disability coverage, the limit shall be 60%. This benefit will be provided subject to the conditions and limitations of the insurance policy purchased by the District. All eligible employees shall receive long-term disability insurance benefits regardless of pre-existing conditions. The Board reserves the right to select the insurance carrier.

6.8 Term Life Insurance

The Board of Education will pay the entire premium cost to insure all eligible personnel with a $50,000 term life insurance policy.

6.9 Retirement Benefits

Upon retirement and commencement of benefits from IMRF, the Board shall award a retirement stipend to an employee with fifteen (15) or more years of continuous fulltime service with the Board. The stipend shall be in the amount of $400.00 payable no sooner than the completion of the calendar month after the calendar month in which the employee retires from the employment of the Board. Any employee who retires with more than fifteen (15) years of continuous full-time service will receive an added $40.00 for each additional year of service until a maximum of $600.00 has been reached.

Those employees that retire to receive an IMRF pension shall be entitled, upon retirement, to the retirement benefit below:

Employees who retire from the District and who have participated in the District hospital-medical-surgical insurance program for the previous eight (8) years shall be granted a post retirement benefit of up to $48,000 to be used for medical coverage up to ten years. Employees, upon completing the eight (8) consecutive years of insurance and qualifying for the health insurance retirement benefit, may elect to have his/her spouse enrolled in the health insurance plan as defined in the Plan Document. An employee desiring to exercise this provision shall notify the Human Resources Office upon retirement.

In order to receive the full $48,000 benefit, an employee must provide the irrevocable notice of retirement 2 months prior to the employee's retirement date.

In order to receive a $24,000 benefit, an employee must provide the irrevocable notice of retirement 1 month prior to the employee's retirement date.

An employee providing less than 1 months' notice shall not be eligible for the above referenced benefit.

The irrevocable notice may be revoked subject to the following:

a. Death of spouse or child
b. Life threatening illness of employee, spouse, or child as certified by physician
c. Other unforeseen circumstances subject to the sole discretion of the Board. The decision of the Board involving unforeseen circumstances is not subject to the grievance process.

Once eligible for Medicare, the retired employee will no longer be enrolled in the District medical program. Should there be a remaining balance for the post retirement benefit, the employee will be reimbursed for private supplemental Medicare coverage cost up to the limits (both term and dollar amount) of the post retirement benefit.

6.10 Health Insurance Review Committee

In the interest of retaining the high quality of the health insurance program, while at the same time making it the most cost-effective, the Association and the Board will establish a joint review committee, comprised of representatives from all employee groups currently

participating in the Plan. The Association will appoint bargaining unit members to the committee.

6.11 Flexible Benefits

The Board shall maintain a flexible benefit plan which meets the requirements of Section 125 of the Internal Revenue Code. If, at any time, such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.

ARTICLE 7
Working Conditions

7.1 Overtime

Employees will be compensated for overtime as required by law, 820 ILCS 105/4a.

7.2 Employee Lunch Period

Each employee shall have a duty-free lunch period of not less than one-half (1/2) hour.

7.3 Safe Working Conditions

Employees shall not be required to work under conditions which clearly endanger their lives or health. All bargaining unit members shall participate in district sponsored trainings which relate to staff and/or student safety as deemed appropriate by the administration, including training on handling of any cleaning compounds required at their workplace. Employees shall be informed yearly on the procedures to report injuries to the District.

Employees shall promptly report to their supervisor conditions which they believe endanger their health or safety. The supervisor shall promptly review the report and take appropriate steps to remedy the conditions, if needed.

7.4 Work Schedules and Week

The employer shall provide fifteen (15) work days' written notice of any change of longer than fifteen (15) work days in an employee's work schedule or work week, except where fifteen (15) work days' notice cannot be given for unforeseen changes related to student service or safety needs, in which case notice will be given as soon as practical, but not less than five (5) work days of the change unless notice is waived by the employee. When notice is given less than five (5) work days in advance of the change, the employee will be given a one-time payment of $250, except when the notice is given within the first two (2) weeks of the new school term.

The employer shall provide written notice of tentative schedule (location, start/end time) within one (1) week of the beginning of instruction. The employer shall provide written notice of an employee's wage for the school year no later than two (2) weeks after the first student attendance day, except where the pay scale is not yet established.

Employees who are requested by an administrator to report to work prior to their established start time or who are requested to remain on the work site past their established end time and who accept such requests shall be compensated for all extra time assigned and worked.

7.5 Health Technician Hours

The District may reallocate the hours for the first day of work for Health Technicians to be used for health service meetings during the course of the work year.

7.6 Job Descriptions and Performance Evaluations

Each employee shall be provided with an accurate and up-to-date copy of his/her job description upon hire, upon changing positions, or upon request. The job description shall be reviewed, and revised if necessary, as a part of the employee's regular performance evaluation, and revised at other times when needed due to changes in the duties assigned to a position.

7.7 Probationary Period

Each employee will serve a probationary period of ninety (90) actual work days, which are days the employee reports to work at the District. During the probationary period, the employee may be disciplined or dismissed at the Board's will. An employee who voluntarily leaves employment with the District for a period of one work year or longer, except if such termination is for an approved leave of absence, will serve a new probationary period upon re-employment in the bargaining unit.

7.8 Performance Evaluation

Each employee will be evaluated by his/her administrative supervisor at least once every other year unless requested otherwise by the employee or supervisor. The evaluation conference will be held at a mutually agreed-upon time. Each employee shall have the right to respond in writing to an evaluation and to have such response attached to the evaluation in his/her personnel file.

7.9 Substitute Calling

Employees are required to report their absences no later than 6:00AM on the day of the absence. After 6:00AM, employees are required to follow building procedures to report the absence.

If an employee reports an absence after 6:00AM, it is requested that they notify the building administrator or Principal at the employee's assigned building prior to 7 a.m.

7.10 Sexual Harassment and Other Forms of Workplace Harassment

The Board and the Association agree that sexual harassment and other forms of workplace harassment shall not be condoned or permitted. An employee who feels that he/she is the victim of sexual harassment or other forms of workplace harassment may bring a complaint using procedures in Board Policies and Administrative Regulations and/or may bring a complaint with Federal or State agencies and/or courts, but may not use the grievance procedure in Article 3 of this agreement. This provision does not in any way limit the Board's sole discretion to alter its policies in accordance with applicable statutes or regulations.

7.11 Summer Hours

For 52 week employees, the summer vacation period shall be defined as beginning with the first full week after the last day of school and ending the last full week preceding the opening of school.

7.12 Personal Property Damage

The District will pay for glasses and other personal assistive devices needed to perform essential life activities, and other personal electronic devices customarily carried and used in the workplace such as cell phones which are broken or damaged while an employee is on the job, so long as the damage or loss is not attributable to the employee's negligence. (Damage shall be interpreted as to include dropping of glasses or personal devices into any place where the location is known but from which the items cannot be retrieved.) Notification of damage or breakage must be made to the District Business Office by the employee's supervisor, prior to the employee securing the necessary repairs. The district reserves the right to select the institution that makes the repair. The District will reimburse up to $500 per occurrence for repair of a covered item or towards an individual's insurance deductible.

7.13 Progressive Discipline

After expiration of the probationary period, the Board shall generally follow the philosophy of progressive discipline when appropriate.

7.14 Use of Audio and/or Video Cameras and Recordings

Audio and/or video obtained from students or from security surveillance recordings of common areas will not be used for evaluative purposes. However, where any audio or video recording received or obtained by the District contains information that is used in a disciplinary proceeding, the District will provide notice to NESPA and the employee of the information and an opportunity to review and respond to the information before a discipline decision is rendered. In instances where the District must release such a recording to a third party (other than law enforcement), the District will provide notice to NESPA and the employee before releasing.

This provision is not intended to limit in any way the livestreaming of classroom instruction for students.

ARTICLE 8
Categorization

8.1 Categorization of Positions

Any proposed changes in the categorization of positions shall be addressed by mutual agreement in the labor management meetings.

ARTICLE 9
Seniority/Reduction in Force/Recall

9.1 Definitions of Seniority

Seniority shall be defined as the length of continuous full-time service within the Bargaining Unit. In reference to Seniority/Reduction In Force/Recall, "full time service" means employment in a non-temporary position that is scheduled for twenty-five (25) or more hours per week.

Accumulation of seniority shall begin from the employee's first working day. In the event that more than one individual bargaining unit member has the same starting date of work, positions on the seniority list shall be determined by drawing lots. If two or more employees share the same start date, the employees shall draw lots within thirty workdays following the first day of the school year to determine their placement on the district's seniority list. The process will be repeated 10 work days after the beginning of school in January. Once lots are drawn, the employees shall be placed and remain on the seniority list in the order determined by the drawing of lots. If lots are drawn, the following individuals may be present as witnesses: 1) Superintendent or his/her designee, 2) Association President, 3) All employees who will have lots drawn for their placement on the district's seniority list. Probationary bargaining unit members shall have no seniority until the completion of the probationary period, at which time their seniority shall revert to their first day of work.

An employee who serves in a temporary position which would otherwise qualify for seniority rights will not accrue seniority or other rights associated with reduction in force or recall but, if subsequently and without any break in service is employed in a bargaining unit position and does thereby become qualified for seniority rights, shall have seniority and service credit for other benefits from the initial date of employment in that temporary position. Further, the time spent in the temporary position by that employee shall be credited toward the probationary period for that employee.

An employee who voluntarily terminates employment in a bargaining unit position and who subsequently is re-employed to a bargaining unit position within thirty (30) regularly scheduled work days, upon re-employment shall be treated as if on a leave of absence during the period of termination as said leave status impacts earned seniority, accrued benefits and salary level. Said leave status does not entitle the employee to purchase or accumulate benefits during the period of termination. For the purpose of this paragraph "thirty (30) regularly scheduled work days" shall include all scheduled days of work in both the position vacated and the position of reemployment.

9.2 Maintaining and Posting of Seniority Lists

The initial Seniority Lists for full-time employees shall be prepared by the Administration and communicated to the President of the Association by February 1st of each year of this agreement.

Employees shall have ten (10) work days after posting to challenge such lists. No challenges for the current year shall be considered after the ten (10) day period.

The final list shall be sent to the President of the Association in a timely fashion.

9.3 Seniority for Employees Working in More than One Position

An employee who works a combined 25 hours or more per week in two bargaining unit positions shall receive seniority in one position as designated by the employee. The employee shall make a one-time designation of position upon the posting of the first Seniority List subsequent to employment in those specific positions.

9.4 Reduction In Force

The Board has the sole discretion to determine whether reductions in staff should be made. If the Board determines that reductions in full-time staff are appropriate, the Board shall effect such reductions in conformance with The Illinois School Code and the following procedures:

A. Office Personnel

Within work classifications as specified in Appendix A-1, there should be posted the following four (4) up-to date seniority lists of full-time employees: (1) a list of full-time employees who work 52 weeks a year and 32.5 hours or more a week; (2) a list of full-time employees who work 52 weeks a year and 25 or more hours a week but less than 32.5 hours a week; (3) a list of fulltime employees who each year work 38 weeks or more but less than 52 weeks and 32.5 hours or more a week; and (4) a list of full-time employees who each year work 38 weeks or more but less than 52 weeks and 25 hours a week but less than 32.5 hours a week.

B. Employees

Employees who work five (5) or more hours per day shall be afforded seniority in accordance with Section 9.1. within the following categories of current employment:

EC & K-5	Special Education Assistants
EC & K-5	Computer Support Associates
EC & K-5	EL Assistants
EC & K-5	Dual Language Assistants
EC &K-5	Learning Commons Assistants*
K-5	Instructional Assistants
6-8	EL Assistants
6-8	Special Education Assistants
6-8	Computer Support Associates
6-8	Learning Commons Assistants*
9-12	EL Assistants
9-Connections	Special Education Assistants
9-12	Campus Supervisors
9-12	Science Laboratory Assistants
9-12	Writing& Literacy Center/ Learning Commons Assistants
9-12	Computer Support Associates

Auditorium Managers
District AV/ Media Support Analyst
Asst. Auditorium Managers
High School Testing Coordinator
Other

*Title to be adjusted to whatever is in use.

C. Health Technicians

Health technicians who work twenty-five (25) hours or more per week in a bargaining unit position shall be afforded seniority in the health technician category.

9.5 Recall

Any employee affected by a reduction-in-force or layoff shall have the recall rights provided by law. Recalled employees shall be placed on the salary schedule as if there had been no break in service, regardless of the length of the layoff. Recall shall be offered by the Board by sending an offer of recall, certified mail return receipt requested, to the employee's last known address as listed with the Personnel Office. Mailing of such notice shall constitute the District's offer of recall and, if not accepted within ten (10) days of mailing, such rights shall be relinquished.

An employee subject to recall may voluntarily refuse one offer of recall and retain his/her position on the recall list, except that such refusal shall not extend the period of time during which the employee retains recall rights. Upon refusal of a second offer of recall the employee shall be removed from the recall list and shall have exhausted his/her recall rights.

ARTICLE 10
Professional Development

10.1 In-Service Training

As a part of his/her regular work year, each employee shall participate in the equivalent of one half of his/her workday at in-service training. All in-service activities, which may be comprised of more than one session, must be approved by the building administration.

Instructional paraprofessionals, dual language paraprofessionals, EL paraprofessionals, and special education paraprofessionals, shall have ½ day of in-service on the day immediately before the first full student attendance day in lieu of ½ day of in-service training during the school year.

A committee consisting of an equal number of bargaining unit members appointed by the Association and administrators appointed by the Superintendent or his/her designee shall meet as necessary to formulate and disseminate suggested in-service activities to be considered for in-service training along with other activities. This committee shall offer ongoing comments for effective in-service.

Paraprofessionals are paid for and are required to work their full days on every day of student attendance, even if a student day is shortened. If space is available and if participation is approved by the District, paraprofessionals may voluntarily attend institute day activities which occur on days they are not required to work.

10.2 Training

The Board will consider, within its sole discretion, any requests for employee release time and fee reimbursement for workshops or college courses for which an employee has approval in advance of attendance. If said request is denied and the affected employee so requests, the employee will be provided with an explanation for the rejection. This agreement to provide such an explanation does not limit the Board's discretion to reject a request for any reason nor shall any specific reason be prejudicial as to any other such request.

The Board will endeavor to provide testing and/or training for certification required for retention of employment. Employees shall be notified of the elimination of testing and/or training which had previously been provided by June 1 of the year prior to the testing and/or training.

10.3 Specialized Training

Employees will receive training as determined by the Administration when new technology or other initiatives are introduced into their work. At the discretion of the Administration, this may include training to support curriculum additions or other changes that affect employees' work or delivery of services.

ARTICLE 11
No Strike

11.1 No Strike

The Association agrees not to engage in any boycotts or work stoppages and not to picket in any unlawful manner for the life of this Contract. The Board agrees not to engage in a lockout of employees.

ARTICLE 12
Effect of Agreement

12.1 Duration of Agreement

This agreement shall be in effect as of July 1, 2021, and shall continue in full force and effect through June 30, 2024.

12.2 Negotiations

Negotiations shall commence on or before March 1 of the calendar year in which this agreement terminates, unless the parties shall otherwise mutually agree or unless some other timetable shall be prescribed by law.

12.3 Costs of Printing this Agreement

The parties will share equally the cost of printing the first 1, 200 copies of the agreement, with one copy to be given to each employee and an equal number of the remaining copies to be given to the Board and the Association. Parties will each bear the costs of printing their own additional copies.

12.4 Complete Understanding

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

12.5 Pandemic or Other Extended Closures

In the event of a public health emergency, pandemic, or other unforeseen event leading to the mandatory closure of school buildings and/or full-time remote learning environment, NESPA may provide the District with notice to bargain over the impact of the closure. After notice has been provided, the District and NESPA will convene a negotiating committee within a reasonable period of time.

ARTICLE 13
Management Rights and Responsibilities

13.1 Management Rights

The Board shall not be required to bargain over matters of inherent managerial policy. All management rights and functions, except those which are clearly and expressly abridged by this agreement, shall remain vested exclusively in the Board and include, but are not limited to, such areas of discretion and policy as the Board's functions, standards of service, overall budget, organizational structure, selection of new employees and direction of employees. It is expressly recognized, merely by way of illustration and not by way of limitation, that such rights and areas of discretion include, but are not limited to:

A. Full and exclusive control of the management of the District, the supervision of all operations, the methods, processes, means and personnel by which any and all work shall be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces.

B. The right to determine the work to be done and the standards to be met by employees covered by this agreement.

C. The right to change, determine or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by employees.

D. The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees.

E. The right to determine the qualifications of employees, and to suspend, discipline and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

13.2 Management Guarantee

Maintenance of management rights does not preclude individual employees or the Association from requesting consultation or from presenting recommendations. Consideration shall be given to issues of working conditions that enhance efficiency or improve the educational environment.

Beginning with the 2022-2023 school year, in the event of a legislative, regulatory, or economic change in the form of external changes to the District's property tax extension authority and/or other external changes that result in a substantial negative impact on the District's ability to collect property taxes, either party may demand that the contract be reopened for the limited purpose of bargaining the change or demand that the term of the contract accelerate to expire on the June 30th following the date of the event.

Where a demand to bargain is chosen, any agreed upon changes to the Agreement will take effect on the June 30th of the year following the completion of the bargaining. If a demand to accelerate is chosen, the Agreement will terminate on the June 30th following the demand to terminate.

APPENDIX A
Wages

Placement for Internal Transfers

In the event an employee changes to a higher paid or lower paid category, the employee will stay I the same cell in the new category.

I. Longevity

An additional hourly amount for longevity will be continued for employees who were eligible to receive it prior to July 1, 2000. No additional employees will receive longevity pay.

In addition to the regular hourly rates of pay as specified in the salary schedule, the following longevity amounts apply:

Completed Years Of District Experience as of the First Day of the Scheduled Work Year	Additional Hourly Amount
14 through 17	$0.27
18 and up	$0.32

II. Pay Differential for Special Education Assistants

Employees working as Special Education Assistants in Early Childhood, Behavior Disorders, Multi-Needs or with identified students needing invasive and/or specialized care shall receive an hourly increase of .25 above his/her regular pay rate during the time that the assistant is assigned to those classrooms and/or students. The payment for the differential shall be made within 30 days of the end of each semester.

III. Retroactive Pay

Employees who work between July 1 and the date of final approval by the Board of Education shall receive retroactive pay, except that ESY and summer learning will be compensated based upon the rate agreed to at the beginning of the summer.

IV. Both sides acknowledge and accept that step movement are no longer in existence.

V. Bus Duty Pay

Employees who are assigned to ride a bus to provide support for student(s) shall be compensated at a rate of $19 per hour, or their current hourly wage, whichever is higher.

VI. Lunch Duty Pay

NESPA employees who perform lunch supervision shall be compensated at the rate of $20 per hour.

APPENDIX B-1
Compensation Schedule

Naperville Education Support Professionals Association

Fiscal Year	Wage Increase Per Hour
FY 22	$1.00
FY 23	$1.00
FY 24	$1.00

A one-time bonus in the amount of $1,000 for all bargaining unit members regardless of FTE in FY 22, to be paid within 30 days after approval of the CBA.

Starting Wage table

Assignment	2021-2022 Starting Wage	[illegible]	2023-2024 Starting Wage
Academic Support Program Asst	$ 15.11	$ 16.01	$ 16.91
Accounts Payable Clerk	$ 16.58	$ 17.48	$ 18.38
Attendance Specialist	$ 13.10	$ 14.00	$ 14.90
Auditorium Manager	$ 19.06	$ 19.96	$ 20.86
Auditorium Manager-Assistant	$ 16.58	$ 17.48	$ 18.38
Campus Supervisor	$ 15.11	$ 16.01	$ 16.91
Clerical Assistant	$ 12.00	$ 13.00	$ 14.00
College & Career Center Coordi	$ 15.11	$ 16.01	$ 16.91
Computer Support Associate	$ 16.58	$ 17.48	$ 18.38
Curriculum Office Assistant	$ 15.11	$ 16.01	$ 16.91
Department Secretary	$ 15.11	$ 16.01	$ 16.91
District AV/Media Suppt Anlyst	$ 19.06	$ 19.96	$ 20.86
Document Services Support	$ 15.11	$ 16.01	$ 16.91
Dual Language Assistant	$ 15.11	$ 16.01	$ 16.91
EL Assistant	$ 15.11	$ 16.01	$ 16.91
Executive Secretary	$ 19.06	$ 19.96	$ 20.86
Health Technician	$ 16.58	$ 17.48	$ 18.38
High School Financial Secretary	$ 15.11	$ 16.01	$ 16.91
High School Main Office Recept	$ 13.10	$ 14.00	$ 14.90
High School Music Assistant	$ 15.11	$ 16.01	$ 16.91
High School Science Lab Assist	$ 15.11	$ 16.01	$ 16.91
High School Testing Coordinator	$ 16.58	$ 17.48	$ 18.38
Instructional Assistant	$ 15.11	$ 16.01	$ 16.91
Literacy/Writing Center Assist	$ 15.11	$ 16.01	$ 16.91
LRC-High School Library Assist	$ 15.11	$ 16.01	$ 16.91
Registrar	$ 19.06	$ 19.96	$ 20.86
Senior Administrative Secretar	$ 16.58	$ 17.48	$ 18.38
Senior Executive Secretary	$ 19.06	$ 19.96	$ 20.86
Senior Secretary	$ 16.58	$ 17.48	$ 18.38
Senior Secretary-Activities	$ 16.58	$ 17.48	$ 18.38
Senior Secretary-Athletics	$ 16.58	$ 17.48	$ 18.38
Senior Secretary-Dean	$ 16.58	$ 17.48	$ 18.38
Special Education Assistant	$ 15.11	$ 16.01	$ 16.91
Admin Cntr Senior Admin Sectry	$ 16.58	$ 17.48	$ 18.38

PAYROLL DATES

2021-2022

July 02, 2021
July 16, 2021
July 30, 2021
August 13, 2021
August 27, 2021
September 10, 2021
September 24, 2021
October 08, 2021
October 22, 2021
November 05, 2021
November 19, 2021
December 03, 2021
December 17, 2021
December 30, 2021
January 14, 2022
January 28, 2022
February 11, 2022
February 25, 2022
March 11, 20222
March 25, 2022
April 08, 2022
April 22, 2022
May 06, 2022
May 20, 2022
June 03, 2022
June 17, 2022

Stipend Dates:

November 05, 2021
March 11, 2022
May 06, 2022

FOR THE ASSOCIATION

Signed: Sharon Kurolenko

Date: 12-7-21

FOR THE BOARD OF EDUCATION

Signed:

Date: 12-7-21