Special Board Meeting
Friday, October 30, 2026 8:15 AM Central

Downers Grove Civic Center
850 Curtiss Street
Downers Grove, Illinois 60515

Nicole Bernard:	Absent
Kirat Doshi:	Present
Melissa Ellis:	Present
Emily Hanus:	Present
Darren Hughes:	Present
Steve Olczyk:	Present
Katie Thomas:	Absent

Present: 5, Absent: 2.

1. **Opening Items**
   - 1.A. Call to Order and Roll Call
2. **Pledge of Allegiance**
3. **Recommendations for Action**
   - 3.A. 2026-2030 DGESP Collective Bargaining Agreement
4. **Public Comment**
   - 4.A. Public Comment Guidelines
5. **Adjournment**

Downers Grove Grade School District 58
850 Curtiss Street, Ste. 200, Downers Grove, IL 60515
630-719-5800 Phone | 630-719-5418 Fax | www.dg58.org

Justin Sisul, Assistant Superintendent for Personnel
jsisul@dg58.org | 630-719-5804

Memorandum

To: Board of Education
Dr. Kevin Russell

From: Justin Sisul, Assistant Superintendent for Personnel and Staff Development

Date: October 30, 2026

Re: Ratification of the DGESP Contract

Background Information
The Downers Grove Educational Support Personnel association (DGESP) includes all instructional assistants, registered nurses, and most secretarial and clerical staff employed by District 58. The current collective bargaining agreement was negotiated in 2022 and was a four-year contract that expired on June 30, 2026.

A negotiations team from the DGESP leadership and a team from the administration were identified in March 2026, and negotiations began in the same month. Negotiations continued through the summer (with some allowance for team members' vacation schedules) and into the fall; while the timeline was extended, at all times we remained engaged in the negotiation process, as did the DGESP leadership team.

Administrative Considerations
After several productive negotiation sessions, we have reached a tentative agreement. The agreement is a four-year contract between the Board of Education and the DGESP. We believe that this contract is both a fair and generous contract for our staff members while protecting the interests of the District and taxpayers. It is within the financial parameters of the District's five-year financial plan. The DGESP membership met on October 28th and a majority of the membership voted to ratify the contract.

Recommendation
It is recommended that the Board vote to ratify the contract with the DGESP.

2026-2030 CONTRACT BETWEEN THE DOWNERS GROVE EDUCATIONAL SUPPORT PERSONNEL IEA / NEA & THE DISTRICT 58 BOARD OF EDUCATION

ARTICLE I

RECOGNITION

1.1 PARTIES

This Agreement is made by and between the Board of Education of Downers Grove Grade School District #58, DuPage County, Illinois (hereinafter referred to as the "Board") and the Downers Grove Educational Support Personnel (hereinafter referred to as the "Association"), affiliated with the IEA-NEA.

1.2 RECOGNITION

The Board recognizes the Association as the sole and exclusive bargaining representative, as defined in the Illinois Educational Labor Relations Act (IELRA), for all full-time and part-time secretaries, instructional assistants and registered nurses employed by Downers Grove Grade School District #58, excluding the Business Office Secretary, Benefits Specialist, Secretary to the Superintendent and Board, Secretary to the Assistant Superintendent for Curriculum, Secretary to the Assistant Superintendent for Personnel, Payroll Bookkeeper, and other supervisors, managerial, confidential, and short-term employees as excluded in the IELRA.

1.3 DEFINITIONS

A. Employee

When used hereinafter in this Agreement, the term "Employee" or "Bargaining Unit Member" shall refer to a member of the bargaining unit described in Section 1.2 above.

B. Employer

The term "Employer" shall refer to the Board of Education or its designated administrators or supervisors.

C. Full Time / Part Time

An employee shall be deemed "full" or "part-time" as follows:

1) Secretarial
   Full-time - 7 or more hours per day (5 days per week)
   Part-time - Less than 7 hours per day OR fewer than 5 days/week

2) Instructional Assistants
   Full-time - 6 or more hours per day (5 days per week)

Part-time - Less than 6 hours per day OR fewer than 5 days/week

3) Registered Nurses
Full-time - 6 or more hours per day (5 days per week)
Part-time - Less than 6 hours per day OR fewer than 5 days/week

D. PROBATIONARY PERIOD

A new Employee shall be considered a probationary Employee until he/she completes a minimum probationary period of one hundred eighty (180) work days of employment. If the Board determines to extend the probationary period of the new Employee beyond the one hundred eighty (180)-day period, it shall provide reasons for the extension to the affected Employee and the Association. An Employee may be dismissed from employment at any time and for any reason during his/her probationary period. Probationary Employees are entitled to all benefits afforded under this Agreement, unless expressly limited through the contractual language.

1.4 POWERS AND DUTIES OF THE BOARD

The parties agree and acknowledge that the Board retains and reserves unto itself all powers and duties, including the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the School District to the full extent provided by federal and state law and regulation.

ARTICLE II

NEGOTIATION PROCEDURES

2.1 GOOD FAITH NEGOTIATIONS

The Board and the Association agree to participate in good faith negotiations with the duly designated representatives of the Association.

2.2 POWER TO NEGOTIATE

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented respectively to the Board and the Association for ratification.

2.3 COMMENCEMENT OF NEGOTIATIONS

Negotiations shall begin no later than April 1 for a successor agreement, unless both parties agree to an alternate date. Meetings shall be held as necessary at times and places agreed to by both parties.

2.4 FINAL APPROVAL

When the Association and Board reach tentative agreement on all matters being negotiated, the items shall be submitted to the membership of the Association for ratification by the Association and to the Board for official approval.

2.5 MEDIATION

After a reasonable period of negotiation and within forty-five (45) days of the expiration of this Agreement, either party may determine that mediation is necessary. Under such circumstances, the parties shall request the appointment of a mediator from the Federal Mediation and Conciliation Service (FMCS). If the appointment of a mediator by FMCS cannot be made within three (3) weeks of the parties' request, the parties agree to select a mediator from a list provided by the American Arbitration Association. Nothing contained in this Section shall preclude the parties from mutually requesting mediation at other times or from mutually agreeing to another person to act as a mediator.

2.6 CONTRACT - DISTRIBUTION

Within thirty (30) days of ratification of the Agreement, an electronic copy will be made available to each member, as well as one printed copy for each building and the DGESP Association president. All newly hired Employees shall be given a handout by the District explaining how to access a copy of the Agreement upon their employment.

ARTICLE III

GRIEVANCE PROCEDURE

3.1 DEFINITIONS

A. A grievance is any claim by Association or an Employee that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.

B. All the time limits shall be employment days except during the summer recess when days shall mean those when the business office shall be operating.

C. One (1) Association representative shall have the right to be present and to represent the Association at any meeting, hearing, appeal or other proceedings relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally without intervention of the Association, provided the adjustment is not inconsistent with the terms of this agreement.

3.2 PROCEDURE

The parties hereto acknowledge that it is usually most desirable for an Employee and his/her immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, the building representative may accompany the Employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the Employee or the Association, a grievance may be processed as follows:

A. The filing of the grievance at this step shall be no later than fifteen (15) school business days following the occurrence complained of as the basis for the grievance or within fifteen (15) school business days of when the occurrence may reasonably be ascertained. The Employee or the Association may file a grievance in writing, on the form provided in Appendix B, to the supervisor immediately involved who will arrange for a meeting to take place within four (4) school business days after receipt of the grievance. The Association's representative, the aggrieved Employee and the immediately involved supervisor shall be present for the meeting. The supervisor shall provide a written answer to the aggrieved Employee and the Association within ten (10) school business days after the meeting. This answer shall include the reasons for the decision

B. If the grievance is not resolved at step #1, then the Association and/or the Employee shall refer the grievance to the Superintendent or official designee within six (6) school business days after receipt of the step #1 answer or within eleven (11) school business days after the step #1 meeting, whichever is the later. The Superintendent shall arrange for a meeting to take place within five (5)

school business days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent shall have ten (10) school business days in which to provide his/her written decision with reasons to the Association or Employee.

C. If the Association is not satisfied with the disposition of the grievance at step #2 or the time limits expire without the issuance of the Superintendent's written reply, the Association may submit the grievance to final and binding arbitration. The American Arbitration Association shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) school business days of the date for the step #2 answer, then the grievance shall be deemed withdrawn.

1) Neither the Board nor the Association shall be permitted to assert any grounds or evidence before the arbitrator which was not previously disclosed to the other party.

2) The arbitrator shall have no power to alter the terms of this agreement.

3) The arbitrator is empowered to include in any award such financial reimbursements or other remedies as he judges to be proper.

4) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator and of the AAA shall be divided equally between the Board and the Association.

5) If either party requests a transcript of the proceeding, the party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the transcript shall be divided equally between the Board and the Association as well as the cost of the copy of the transcript to be furnished the arbitrator.

3.3 BYPASS TO ARBITRATION

If the Association and the Superintendent agree, step #1 of the grievance procedures may be bypassed and the grievance brought directly to step #2.

3.4 CLASS GRIEVANCE

Grievances involving more than one Employee at more than one building or more than one supervisor at more than one building and grievances involving an administrator above the building level may be initially filed by the Association at step #2.

3.5 NO REPRISALS

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

3.6 RELEASED TIME

Should the processing of any grievance require that an Employee or an Association representative be released from his/her regular assignment, (s)he shall be released without loss of pay or benefits.

3.7 FILING OF MATERIALS

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

3.8 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent and shall be treated as though never filed.

3.9 GRIEVANCE ACCESS TO INFORMATION

Upon reasonable written request from the Association, the Board shall provide a copy of public information necessary for the Association to process a grievance, provided reasonable cost of reproduction of any such copy shall be borne by the Association.

ARTICLE IV

EMPLOYEE RIGHTS

4.1 BOARD / ADMINISTRATION HEARINGS

When an Employee is required to appear before the Board or the administration concerning any matter which could lead to formal disciplinary action (i.e., any discipline other than verbal), the Employee shall be entitled to have a representative of the Association present. Further, when an Employee is required to appear before the Board, he/she shall be advised in writing of the reasons for the requirement at least twenty-four (24) hours before the required appearance except where an emergency or extraordinary situation exists and the Employee is required to appear before the Board as a result of such situation.

4.2 EMPLOYEE NOTIFICATION OF ASSIGNMENT

An Employee shall be given written notice of any change of his/her assignment for the forthcoming school year as soon as may be reasonably ascertained preceding the first day of the new school term. A change in assignment shall be considered a change in school, work schedule, or job category.

4.3 PROFESSIONAL CONFERENCES

Each Employee may apply to attend professional conferences, meetings, or workshops. Attendance may be authorized with or without full expenses and with or without full pay, but no Employee shall be compelled to attend such conference without full pay and reimbursement of reasonable expenses.

4.4 EMPLOYEE ORIENTATION AND TRAINING

A. Purpose & Commitment

Because thorough orientation and training are essential to providing quality service and supporting student learning, the District shall provide structured orientation and job-specific training opportunities for all newly hired employees as well as current employees reassigned to new positions or job categories.

B. New Employee Orientation

Pre-School Year Hires: For employees hired prior to the start of the school year, a formal District-provided orientation shall be held prior to or at the beginning of the school term, and will include basic workplace logistics, culture, and policies.

The District shall identify the responsible administrative facilitators (e.g., Building Principals, or Special Services Administration) providing the orientation.

Mid-Year Hires: For employees hired after the start of the school year, complete orientation information and onboarding materials shall be provided during the hiring process prior to the employee assuming job duties.

Association Access & Presentation: The Association (DGESP) shall be provided up to thirty (30) minutes during the District's official new employee orientation program to meet with new employees and present contract information. For mid-year hires, the District shall provide an opportunity for an Association representative to meet with the new employee within thirty (30) calendar days of their start date.

C. Job-Specific Training & Reassignment

Training Coordination: For newly hired employees or current employees reassigned to a different job category or position, every reasonable effort will be made to provide specific job training in coordination with the cooperating teacher, building administrator, and the employee.

Facilitation & Mentorship: If necessary or requested, a designated program coordinator, building principal, or training facilitator may be assigned to assist during the onboarding period. A volunteer mentor may also assist.

Professional Growth Days: Ten-month secretarial/clerical employees, instructional assistants, and nurses shall participate in required pre-service training days as stated in Article 7 designated for District-developed training, professional development, and safety compliance.

D. Compensation & Expenses

Regular Work Hours: All mandatory orientation and training held during an employee's regularly scheduled work hours shall be paid at their regular rate of pay.

Outside Scheduled Hours: Any mandatory training, orientation, or professional development occurring outside an employee's regularly scheduled work hours or contract year shall be compensated at the employee's regular hourly rate of pay.

Reimbursement: Attendance at authorized workshops, conferences, or specialized training sessions shall be compensated with reimbursement for reasonable and pre-approved expenses in accordance with District policy.

E. Definition of Official Training

District-Approved Sessions: Orientation, expected or required meetings with defined learning objectives/targets, and technical instruction programs directly sponsored or assigned by District administration.

Authorized Workshops & Conferences: External professional learning opportunities, seminars, or certifications approved in advance by the supervisor.

Professional Development Programs: District-wide institute days, Professional Learning Mondays,, targeted skill-building workshops.

Safety & Compliance Training: Mandatory compliance courses covering workplace safety, policy reviews, and health guidelines required by law or District policy.

ARTICLE V

EMPLOYEE PROTECTION

5.1 ASSAULT

A. PROTECTIONS

Assaults on Employees by students shall be regarded by the Board as a matter of grave concern. The Board recognizes the lawful right of an Employee to protect him/herself or a student in case of an unavoidable physical assault and, as required by the School Code, shall provide indemnification and protection for claims and suits against the Employee.

Any case of assault upon an Employee shall be promptly reported to the Board or its designee. The Board shall provide legal counsel to advise the Employee generally of his/her rights and obligations with respect to such assault and shall render reasonable assistance to the Employee in handling the incident by law enforcement authorities, provided the Employee shall have acted within the scope of his/her employment and pursuant to Board policy.

The Board may at its discretion provide legal assistance to an Employee who is formally charged with criminal assault and/or battery.

B. NO WAGE PENALTY

Work time lost by the Employee because of an assault on the Employee which occurs within the scope of employment and within Board policy shall result in no loss of wages to the Employee, less any salary received from Workman's Compensation, and shall not be charged to the Employee's sick leave, provided this section shall cease to be operative sixty (60) calendar days or the end of the school term following such assault, whichever is greater.

5.2 LIABILITY INSURANCE

Upon request, the Board shall provide the Association with a statement indicating the type and limits of liability insurance carried by the Board covering Employees.

5.3 PERSONNEL FILES

A. CONDITIONS / PROCEDURES

Only one official file shall be maintained. No evaluative materials shall be placed in the file unless the Employee has had an opportunity to read and acknowledge such material by affixing his/her signature on the copy to be filed.

B. RIGHT TO RESPOND

An Employee shall have the right to submit a written statement explaining his/her position with respect to any document in his/her file within thirty (30) calendar days from the date a copy of the document was first provided to the Employee, and, if submitted, the Employee's statement shall be attached to the disputed portion of the personnel record.

C. RIGHT TO EXAMINE FILE

An Employee shall be entitled to review his/her personnel file during regular business hours by making an appointment therefore with the Assistant Superintendent for Personnel or designee. At the Employee's request, a representative of the Association may accompany the Employee in this review. Upon request, the Board will reproduce one (1) copy of any non-confidential materials in the Employee's personnel file.

5.4 DISCIPLINE

The Board agrees with the tenets of progressive and corrective discipline, including, but not limited to, oral reprimand, written reprimand, suspension with or without pay, and discharge. The Board retains the right to by-pass general progressive discipline steps, as outlined below, when deemed necessary by the Board in its sole and exclusive discretion.

In most cases involving misconduct and/or performance concerns, discipline will progress as follows:

- An oral warning/notification
- A written warning/notification, which is signed and dated by both the employee and the administrator
- Suspension(s) with or without pay, in accordance with Board Policy
- Dismissal

Should the administrator choose to issue formal discipline, as outlined above, the employee shall be provided written notice as soon as reasonably possible.

In some cases, a more severe form of discipline, including dismissal or a combination of disciplinary actions, may initially result if the misconduct is serious in nature. Upon conclusion of the investigation, findings will be shared with employee and union representative.

5.5 SENIORITY

A. DEFINITION OF SENIORITY

Seniority shall be defined as the length of continuous service within the District as a member of the bargaining unit in one of the designated categories set forth in Section C below. Seniority for full-time employees shall begin after the probationary period ends, as outlined in Article 1.3 D, at which time their seniority shall revert to the employee's first day of work.

For full-time employment for less than a full-year's service, seniority credit shall be prorated.

Seniority for registered nurses employed prior to the 2024-25 school year shall be calculated to include all years of continuous service within the District, including those prior to joining the bargaining unit.

B. PART-TIME AND PROBATIONARY EMPLOYEES

Seniority credit for less than full-time employment shall not be given. Alternatively, continuous service credit will be established and calculated for the sole purpose of a reduction in force, as outlined in Article 5.6. However, employees who move from part-time employment to full-time employment shall receive prorated credit for their part-time service, provided such service is continuous with their full-time employment.

Probationary Bargaining Unit Members shall have no seniority.

C. CATEGORIES WITHIN BARGAINING UNIT

For the purpose of this Agreement, all Bargaining Unit Members shall be placed in one of the following categories based on their current assignments:

1. Secretary to the Assistant Superintendent for Special Services
   Accounts Payable Secretary
   Bookstore Secretary
   Technology Secretary
   District Office Receptionist

2. School Secretary (Elementary & Middle School)

3. Instructional Assistant – Classroom
   Instructional Assistant – Instructional Support
   Instructional Assistant - Special Education
   Instructional Assistant - Preschool

4. Preschool Parent Liaison

5. Instructional Assistant - Library

6. District Bookkeeper

7. Registered Nurse

D. SENIORITY LIST

The Superintendent or designee shall prepare, maintain, and post a seniority list showing seniority by classification of all non-probationary, full-time Employees and any part-time Employees who have seniority pursuant to the transfer provisions in subsection E below. The initial seniority list shall be prepared and posted conspicuously in all buildings of the district prior to February 1st. A copy of the seniority list and subsequent revisions shall be furnished to the Association.

The Association and each Employee shall have until February 15 to file objections to the list with the Superintendent or designee. The objection shall specify any alleged errors. The Association and Employee shall be prohibited thereafter from challenging the rankings until the posting of a seniority list in the following school year.

E. TRANSFER

Prior to considering permanent transfers or work reassignments, the Administration will consult with the given employee. Involuntary transfers will not be made arbitrarily or capriciously. Seniority will be given consideration. A transferred employee may request to return to his/her previous position for the following year by notifying the Assistant Superintendent for Personnel in writing prior to the end of the school year. Upon receiving such notice, the administration shall give consideration to the request and if the request is denied, a reason shall be provided to the employee.

Prior to any transfer or reassignment occurring, the Administration will notify the Union leadership prior to notifying the employee.

Every effort will be made to notify the employee of the possibility of a student they are assigned to leaving the district or no longer requiring services once the administration is aware of said possibility.

Any employee whose student(s) leaves the District or no longer requires services will be transferred to any vacancy within the same category. If there is no opening available, and if the employee possesses the skills, knowledge, qualifications, and abilities necessary to perform the work in another category, the employee can accept a voluntary transfer should the District offer. If there is no opening available in the District that the employee is qualified to fill, the District shall initiate a reduction-in-force following the procedures in Article 5.6. The reduction in force notice in this case shall be given to the employee ten (10) school days before it takes effect.

In the event of a transfer, an Employee with seniority in one category may exercise such seniority in any other category pursuant to any provision of this Article. If an Employee is transferred to another category, the Employee's seniority status shall be retained in his/her original category, in the event he/she returns to the previous category.

A transferred Employee shall be placed on the appropriate pay scale and step for the new category, as well as the benefits entitled to that category.

5.6 REDUCTION IN FORCE AND RECALL

A. If the Board determines to honorably reduce its educational support personnel staff, seniority shall govern. Employees with the lesser seniority shall be dismissed first, provided, however, that the Employee(s) with greater seniority possess the skills, qualifications, and abilities necessary to fill the position(s) of the Employee(s) with less seniority. Dismissals shall be by category as set forth in Section C, Probationary employees shall be dismissed first, followed by part-time employees. In the event that the reduction in force impacts employees who have the same first day of work with the district, reverse order of seniority will then default to the date that the hiring request was submitted to the personnel department.

Part-time employees' hours worked shall be established and translated into equivalent periods of continuous service, calculated based on the total paid hours

worked per year, in relation to the hours of a full-time equivalent (FTE) work year. These hours will be used in the event of a reduction in force to determine the order of dismissal, beginning with the least amount of service credit. They will also be used should a part-time employee move into a full-time position, for the purpose of establishing seniority for that employee.

B. If a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following a staff reduction, the Board shall first offer reemployment to the Employee(s) laid off (by category) in the reverse order of the reduction, provided the Employee to be recalled is determined to possess the current skills, qualifications and abilities necessary to perform the work in the job to which recalled. This provision shall not apply to probationary or part-time Employees. An Employee so recalled shall not be deemed to have suffered a break in employment as a result of the staff reduction, but the Employee shall not accrue any benefits, including seniority, for the period of the reduction.

C. Notice of recall shall be sent to an Employee in accordance with IL school code. The Employee must notify the Board in writing, which includes electronic communication, within ten (10) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position tendered to the Employee during the recall period. Any Employee who fails to notify the Board of his/her acceptance or rejection of a tendered position within the timelines set forth above shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period.

D. Any full-time Employee whose service in the District has been terminated due to reduction in force shall have the option to remain an active participant in the hospitalization, major medical program for 18 months following the dismissal, provided the Employee makes timely contributions of the full cost of such insurance program.

ARTICLE VI

ASSOCIATION RIGHTS

6.1 BOARD MEETINGS - NOTIFICATION

The President of the Association or his/her designee shall be given written notice, which includes electronic notice of any meeting of the Board and a copy of the agenda or statement of purpose of regular and special meetings, if there be such, twenty-four (24) hours prior to the scheduled time of such meetings. Written notice and agendas may be provided in an electronic format.

6.2 ACCESS TO INFORMATION

The Board shall provide the Association a copy of approved minutes of all Board meetings and District policies. The minutes and Board policies may be provided in an electronic format. Upon reasonable written request, the Board shall also furnish to the Association a copy of the tentative budget, annual budget, public and readily available financial reports and audits and a directory of personnel. Upon reasonable request, the Board shall provide a copy of public information necessary for the Association, which would affect the bargaining unit. The reasonable cost of reproduction of any such copy shall be borne by the Association.

6.3 PERTINENT INFORMATION - ASSOCIATION

The Board shall provide in response to reasonable written requests, any information which may be necessary for the Association to process any grievance or complaint. The Board shall, upon request, furnish annual financial reports and audits; a register of personnel; tentative budgetary requirements and allocations; treasurer's reports; census and pupil membership data; names, addresses, seniority and experience credit of all Bargaining Unit Members; and compensation paid thereto.

6.4 NAMES AND ADDRESSES - NEW EMPLOYEES

Names, addresses, work assignments (locations and positions) of newly-hired Employees shall be provided to the Association within fourteen (14) days after the Board meeting authorizing their employment.

6.5 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association

reimburses the District for the cost of the substitute(s), for up to ten (10) total days in any school term used for such purposes, providing the Association gives, whenever possible, two (2) days advance written notice to the Superintendent or designee.

6.6 ASSOCIATION - BOARD POLICY CHANGES

The Board recognizes the desirability of obtaining Association input with respect to the formulation or revision of policies affecting Employees' wages, hours, and other terms and conditions of employment not covered by this agreement. The Board shall seek to do so prior to any final action being taken with respect to such formulation or revision. All revisions and additions to Board policy shall be forwarded to the Association President promptly following their adoption if not included in the data furnished pursuant to Article 6.2.

6.7 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 annually to the Superintendent or designee. The amount of dues to be deducted shall be annually certified by the Association and its affiliates and submitted in writing to the Superintendent or designee no later than November 1st. Such deductions shall be made beginning with the second pay period after the list is submitted and throughout the final pay period for the work year.

B. PAYMENT TO THE ASSOCIATION

Authorizations submitted to the Superintendent or designee by the 15th of any month shall be effective on the first pay period of the following month. The payments shall be remitted to the Association within ten (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. The Association, in accepting such dues, agrees to hold the Board harmless for all actions taken pursuant to this section, provided the Board shall have complied therewith.

6.8 ASSOCIATION ANNOUNCEMENTS

Announcements of Association business which have no impact on the student body may be read over the intercom system in each school building. Such announcements shall be made at the times regularly scheduled for announcements in each building and on bulletin boards designated for Association Announcements.

ARTICLE VII

WORKING CONDITIONS

7.1 INSTRUCTIONAL ASSISTANTS - WORK DAY, WORK YEAR

Full Time Position (unless otherwise noted)	Paid Hours per day	Lunch	Total Hours per day	Work Year, including holidays
Preschool Instructional Assistant (Blended Classrooms)	Mon-Fri 6.5 hours	30	7	Includes all student attendance days, plus 2 inservice days in August, plus 8 paid holidays, plus 13 hours additional time for professional learning and collaboration
Preschool Instructional Assistant (Specialized Programs)	Mon.-Fri. 6.5 hours	30	7	Includes all student attendance days, plus 2 inservice days in August, plus 8 paid holidays, plus 13 hours additional time for professional learning and collaboration
K-5 Instructional Assistant	Mon. 5.75 hours Tues.-Fri. 6.75 hours	30	Mon. 6.25 hours Tues. - Fri. 7.25 hours	Includes all student attendance days, plus 2 inservice days in August, plus 8 paid holidays, plus 13 hours additional time for professional learning and collaboration
Middle School Instructional Assistant	Mon. 6 hours Tues. - Fri. 7.25 hours	30	Mon. 6.5 hours Tues. - Fri. 7.75 hours	Includes all student attendance days, plus 2 inservice days in August, plus 8 paid holidays, plus 13 hours additional time for professional learning and collaboration
Other	Other part-time instructional assistant positions may be established by the administration based on student enrollment and/or program or student needs.			

The normal work day for full time instructional assistants shall include one (1) ten (10) minute paid break. Employees shall be permitted to leave the building during any break period for which they have no assigned duties, provided prior notice is given to the Employees' supervisors and the Employee returns in a timely fashion.

The calendar, daily start/end times, and holidays shall be determined by the Superintendent or designee on an annual basis. Upon the request of the administration, Instructional Assistants shall work up to 2 institute days during the school year and up to a total of 13 additional hours of training, professional growth, or collaboration. In addition, the administration shall identify a minimum of eight (8) early release Mondays on which instructional assistants will be included in the professional learning. The instructional assistants will be compensated for the additional time required to attend the early release sessions.

If an employee is requested to perform work tasks during their typical lunch time, he/she will either receive a 30-minute duty free lunch at an alternate time designated by an administrator or shall submit an additional work report for compensation of the additional thirty (30) minutes at his/her regular hourly rate. The decision to alter lunch times shall be communicated by the administrator to all affected certified staff.

When an Employee attends a field trip and does not receive a duty-free lunch, the Employee will submit a timesheet for a period equivalent to the Employee's regularly scheduled lunch period, to be paid at the employee's hourly rate

Building administrators are responsible for assigning lunchroom supervisor positions and shall communicate available opportunities to instructional assistants as soon as reasonably possible. An employee who has previously worked lunch duty and is no longer offered the opportunity shall be provided with a reason. An employee who receives compensation to work lunch duty is foregoing his/her 30-minute duty free lunch period. If the employee is offered and agrees to work lunch duty as an extra duty, he/she will receive a stipend of $3,916 for working lunch duty all year ($1,958 per semester). This is paid at a daily rate, which is the total stipend divided by 176 days. The stipend amount shall increase annually by the percentage of increase on salary as outlined in Appendix A.

7.1B REGISTERED NURSES - WORK DAY, WORK YEAR

Full Time Position (unless otherwise noted)	**Paid Hours per day**	**Lunch**	**Total Hours per day**	**Work Year, including holidays**
Elementary School Registered Nurse	Mon. 5.75 hours Mon. for building w/Preschool 6.75 Tues.-Fri. 6.75 hours	30	Mon. 6.25 hours Tues. - Fri. 7.25 hours	Includes all student attendance days, plus 2 inservice days in August, plus 8 paid holidays, plus 13 hours additional time for professional learning and collaboration
Middle School Registered Nurse	Mon. 6 hours Tues. - Fri. 7.25 hours	30	Mon. 6.5 hours Tues. - Fri. 7.75 hours	Includes all student attendance days, plus 2 inservice days in August, plus 8 paid holidays, plus 13 hours additional time for professional learning and collaboration
Other	Other part-time registered nursing positions may be established by the administration based on student enrollment and/or program or student needs.			

The normal work day for full time registered nurses shall include one (1) ten (10) minute paid break. Employees shall be permitted to leave the building during any break period for which they have no assigned duties, provided prior notice is given to the Employees' supervisors and the Employee returns in a timely fashion.

The calendar, daily start/end times, and holidays shall be determined by the Superintendent or designee on an annual basis. Upon the request of the administration, Registered Nurses shall work up to 2 institute days during the school year and up to a total of 13 additional hours of training, professional growth, or collaboration. In addition, the administration shall identify a minimum of eight (8) early release Mondays on which registered nurses will be included in the professional learning. The registered nurses will be compensated for the additional time required to attend the early release sessions.

If an employee is requested to perform work tasks during their typical lunch time, he/she will either receive a 30-minute duty free lunch at an alternate time designated by an administrator or shall submit an additional work report for compensation of the additional thirty (30) minutes at his/her regular hourly rate. The decision to alter lunch times shall be communicated by the administrator to all affected certified staff.

7.2 SECRETARIAL EMPLOYEES - WORK DAY, WORK YEAR

Full Time Position (unless otherwise noted)	Paid Hours per day	Lunch	Total Hours per day	Days per Week	Work Year, including holidays
Elem. School Secretary	7.5	45	8.25	5	210 ~~215~~ days, includes 15 paid holidays
5.5 Hour Part-time Elem. School Secretary	5.5	30	6	5	188 ~~215~~ days, includes 8 1~~5~~ paid holidays
4 Hour Part-time Elem. School Secretary	4	0	4	5	188 days, includes 8 paid holidays
Middle School Secretary	7.5	60	8.5	5	210 ~~215~~ days, includes 15 paid holidays
Part-time Middle School Secretary	5.5	30	6	5	188 days, includes 8 paid holidays
12-month Secretary	8	60	8.5	5	260 days during a non-leap year, includes 17 paid holidays
Other	Other part-time secretarial positions may be established by the administration based on student enrollment and/or program or student need.				

The normal work day for full time secretarial Employees shall include one (1) ten (10) minute paid break. Employees shall be permitted to leave the building during any break period for which they have no assigned duties, provided prior notice is given to the Employees' supervisors and the Employee returns in a timely fashion.

The calendar, daily start/end times, and holidays shall be determined by the Superintendent or designee on an annual basis. The normal work-day for twelve (12) month secretarial Employees may vary during the summer period without loss of pay to the Employee.

At the request of the administration, building secretarial staff may be asked to work up to

an additional fifteen (15) hours over the course of the work year, outside of the regular work day. The administration shall not request time beyond a total of fifteen (15) hours per building. The request by the administration shall be made in advance and shall take into consideration other obligations and/or commitments that may conflict with the request.

Building administrators are responsible for assigning lunchroom supervisor positions and shall communicate available opportunities as soon as reasonably possible. An employee who has previously worked lunch duty and is no longer offered the opportunity shall be provided with a reason. An employee who receives compensation to work lunch duty is foregoing his/her 40-minute duty free lunch period. If the employee is offered and agrees to work lunch duty as an extra duty, he/she will receive a stipend of $3,916 for working lunch duty all year ($1,958 per semester). This is paid at a daily rate, which is the total stipend divided by 176 days. The stipend amount shall increase annually by the percentage of increase on salary as outlined in Appendix A.

7.3 OVERTIME and ADDITIONAL TIME

Full-time Employees scheduled for work in excess of a forty (40) hour work week shall be paid at the rate of one and one-half (1.5) times the Employee's regular hourly rate for such excess work. The normal work week shall be defined as a total of five (5) full days of attendance on the job or school holidays. Days not worked for other reasons shall not count toward the full work week period (e.g., sick leave, personal leave, vacation).

Compensatory time off for overtime worked shall be granted at the rate of one and one-half (1.5) times the time worked and must be a method of compensation mutually agreed upon between the Employee and his/her supervisor. All overtime hours must be approved in advance of the time worked by the Superintendent or designee.

When an Employee is required to work in excess of their normal daily hours for emergency situations (lockdown, weather emergency, etc.) he/she shall be paid at the rate of one and one-half (1.5) times the Employee’s regular hourly rate.

7.4 VACATIONS

Full-time Secretarial/Clerical Employees scheduled on a twelve (12) month basis shall receive ten (10) vacation days for the first two years of employment. Starting in year three (3), the employee shall gain one (1) additional day of vacation per full year of service until receiving a maximum number of twenty (20) vacation days in the twelfth (12th) year of employment. Part time employees scheduled on a twelve (12) month basis shall receive a prorated amount of vacation time.

Full-time Secretarial/Clerical Employees scheduled on a twelve (12) month basis with less than one (1) year of service prior to July 1 of any fiscal year shall receive a paid vacation accordingly:

> After sixty (60) days of employment, full-time Employees will earn one (1) vacation day for each full month of employment beyond the first sixty (60) days, to a maximum of ten (10) vacation days during the first year of employment.

Any Employee who moves to a twelve (12) month basis, including part-time Employees, shall be credited with all prior years of service in the District for purposes of vacation under this provision.

Vacation requests must be approved in advance by the Superintendent or designee. Vacations shall be arranged for all Employees during a time which will be least disruptive to the clerical and secretarial service of the District. Vacation days will be charged in quarter, half, three-quarter, and full-day increments. Vacation days may not be held over from one fiscal year to the next.

Employees who are dismissed will be paid for any unused vacation days which have been earned during the fiscal year of termination.

7.5 EMERGENCY SCHOOL CLOSING

A. SCHOOL CLOSING

When students and teachers are not required to report to schools or if school is canceled prior to the completion of a full workday, the employees shall suffer no loss of pay. Employees shall report to work for any scheduled emergency days and shall receive the same total annual salary as would have been earned if no emergency days were utilized. The Employees shall not receive additional compensation for making up the missed days. Central Office Employees shall not be required to report to work nor suffer loss of pay when the Central Office is closed by the Superintendent or his/her designee.

B. SCHOOL CLOSING - LEAVE DAYS

When the schools are officially closed by the Superintendent, no paid leave days previously arranged by an Employee will be deducted for such emergency days, nor shall an Employee be charged with loss of pay or deduction of any paid leave days.

C. BOMB THREAT

No Employee shall be required or asked to search for a bomb.

7.6 STORAGE OF BELONGINGS

Employees shall be provided an identified place to store their personal belongings.

7.7 SUBSTITUTE COVERAGE

A. Substitute Teaching

If a qualified employee substitute teaches a class for a portion of their regularly scheduled work day, he/she shall be paid at the internal sub rate as listed in the DGEEA contract or his/her regular rate of pay, whichever is higher, for each class taught.

Qualified employees who serve as a substitute teacher for a half day or the entire day, will receive either their regular pay or the substitute teacher day rate of pay, whichever is higher for that day.

B. Substitute Registered Nursing

When a building does not have nursing coverage due to absences or other extenuating circumstances, the following steps shall be taken.

1. Every reasonable effort will be made to secure substitute coverage. The nurse sub pool as well as the part time nurses will be asked to cover the office.

2. If no substitute coverage is available, the building secretary (or secretaries) will respond to all initial student health care needs (in consultation with administration as needed), and will be paid an additional $60/full day (or $30/half day or $15/quarter day). If both secretaries attend to health care needs in this situation, both will receive the additional compensation. Building secretaries shall not be required to administer medication to students in this scenario.

ARTICLE VIII

LEAVES

8.1 SICK LEAVE

A. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household, to include spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children-in-law, stepchildren, ward, and legal guardians. All Employees shall notify their immediate supervisor or principal prior to their scheduled starting time in the event of illness. The Board may require a physician's certificate as a basis for pay during leave after an absence exceeds three (3) days for personal illness or as it may deem necessary in other cases.

B. Sick leave benefits paid for full-time Employees shall be as follows:

1. 12-month Secretarial/Clerical Employees: 15 days per year in addition to a maximum accumulation of 260 days

   10-month Secretarial/Clerical Employees: 15 days per year in addition to a maximum accumulation of 210 days

   Instructional assistants: 12 days per year in addition to a maximum accumulation of 180 days

   Registered Nurses: 12 days per year in addition to a maximum accumulation of 180 days

2. New Employees will earn sick leave at the date of employment on a pro-rata basis, i.e., those working partial year shall earn pro-rata sick leave days.

C. Sick leave benefits paid for part-time Employees shall be as follows:

1. New Employees will earn sick leave at the date of employment on a pro-rata basis in the same units as worked, i.e., those working half-time shall earn half-time sick leave days.

2. Part-time employees who work five (5) days per week will earn the same number of sick leave days as outlined in 8.1.B.1 in the same units as worked, cumulative to 180 days. Part-time employees who work fewer than five (5) days per week will earn sick days on a pro-rata basis in relation to the number of days worked during a five (5) day week.

D. An Employee's daily pay will be deducted for each day's absence for illness after accumulated sick leave has been exhausted, or for any unexcused absence. Individual attendance records for each Employee shall be kept in the Personnel Office.

E. Absences for secretaries and nurses will be charged on quarter, half, three-quarter, or full-day increments. For any absence less than one quarter of an Employee's working day, the Employee will be charged one-quarter day. Absences for instructional assistants will be charged on half or full-day increments.

F. Any DGESP member who has exhausted all available sick and personal day as a result of an extended personal illness or injury, needing no less than ten (10) days to avoid unpaid leave due to such illness or injury, may request members to voluntarily contribute no more than two (2) personal or sick leave days toward unpaid leave. The request and approval must be made in advance of the close of the pay period wherein the days will be applied. Upon approval, any such donated days shall be certified by the DGESP to the District, which amounts shall be deducted from the donor's accumulated personal or sick leave as directed by the DGESPE. The District shall be held harmless to any member for implementing this provision. The maximum number of days provided through voluntary member contribution for any individual DGESPE member shall not exceed fifteen (15) workdays annually.

8.2 TEMPORARY ILLNESS / DISABILITY

A full-time, non-probationary Employee shall be granted a temporary leave of absence due to temporary illness or disability. Such leave shall be with pay for any days that accumulated sick leave is available; otherwise, such leave shall be unpaid. Temporary illness or disability shall be defined as any illness or incapacity which results in a full-time Employee's continued absence for less than sixty (60) work days during the school term, or any intermittent absence for sixty out of ninety (60 out of 90) work days involving a related illness during a school term. Any Employee who remains ill or disabled after exhaustion of the temporary disability leave and any accumulated sick leave may apply to the Board for an extended unpaid disability leave.

8.3 PERSONAL LEAVE

A. Employees will be granted one (1) day of paid personal leave during the first three years of service in the District. Thereafter, two (2) days of personal leave will be granted. Such leave shall accumulate as follows:

1-3 years	One day cumulative to three

4+ years Two days cumulative to four

B. Regular part-time Employees will be granted personal leave on a pro-rated basis in proportion to the fraction the part time employment bears to full time service and as noted above, providing such leave meets with all provisions of this section.

C. Application for such leave shall be made on a designated form to the Superintendent or designee at least two (2) employment days prior to the desired onset of such leave, provided that, in an emergency, such application may be made at a later time with an explanation of the emergency. If there is a need to take two (2) or more personal leave days consecutively, the reason for the leave shall be given to the Superintendent or designee.

D. No personal leave will be granted on the first five (5) or last five (5) student attendance days or on any working day bordering upon an approved holiday or vacation, provided this restriction shall not apply to recognized religious holidays or for emergencies approved at the discretion of the Superintendent or designee.

E. Personal leave will be charged in quarter, half, three-quarters, or full-day increments.

F. Unused personal leave days in excess of the allowable accumulation shall be added to the Employee's sick leave accumulation at the beginning of each year when new personal leave allotments are granted.

G. A personal leave day will not be credited until six (6) months of employment has been completed, at which time it shall be retroactive to the date of employment.

H. Recognized holidays of the Employees faith, based on criteria for observance and prior approval by the District administration. Such leaves shall be limited to a maximum two (2) per school term.

Once an employee has exhausted all personal time, he/she is expected to report to work on all scheduled work days. Days without pay will not be approved except in extraordinary circumstances.

8.4 BEREAVEMENT LEAVE

A. In case of death in the Employee's immediate family, a maximum of four (4) days absence shall be allowed at full pay. Any time required beyond four (4) days shall be assessed against the accumulated sick leave. The immediate family shall be defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children-in-law, stepchildren, ward, and legal guardian.

B. For the purpose of attending the funeral of any other non-immediate family, a Employee shall be allowed a maximum absence of three (3) days without loss of salary. The non-immediate family shall be defined as grandparents-in-law, guardians of the Employee's spouse, step grandchildren, uncles, aunts, nieces, nephews, and cousins of the first degree.

C. Friends are not considered to be immediate or non-immediate family. Time off without pay or personal leave will be allowed for this purpose.

D. When submitting absence slips in the case of bereavement leave, the relationship of the Employee to the deceased shall be stated.

8.5 JURY SERVICE

An Employee who is called for jury duty or, pursuant to a subpoena issued by the clerk of a court and served on such Employee, attends as a witness upon trial or to have his or her deposition taken in any school related matter pending in court, shall promptly notify his/her immediate supervisor of such notification. The Employee will suffer no loss of sick leave, personal leave, or pay while fulfilling the above duties when appropriate proof of time served is furnished.

8.6 GENERAL UNPAID LEAVES

Special leaves of absence without pay for up to one (1) year may be approved and granted at the discretion of the Board. Any such leaves granted shall be of no precedential force or effect.

8.7 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 up to three 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.

An employee wishing to access this benefit should submit a request in writing to the Assistant Superintendent for Personnel.

ARTICLE IX

EVALUATION

9.1 PURPOSE OF EVALUATION

The primary purpose of Employee evaluation shall be the improvement of employment skills.

9.2 EVALUATION PROCEDURE

Employees will be evaluated by their building administrator or immediate supervisor on an annual or biennial basis. During the first four years of employment, Employees will be evaluated on an annual basis. After the fourth full year of employment, employees shall be evaluated on a biennial basis, at a minimum. Should there be concerns with the performance of any employee, the administration may initiate the evaluation process.

A probationary employee who was employed on or before September 15 of the school year shall receive a mid-year review during the month of December or January of the probationary year. Certified staff members who work directly with the employee shall provide feedback for the review; however, the building administrator(s) remains the primary evaluator.

Information regarding the evaluation process, the evaluation tool that will be used, and who will be participating in the evaluation process shall be shared with the employee no later than October 1st. Teachers partnering in the evaluation process shall work directly with the instructional assistant during the course of the year.

For the evaluation of instructional assistants, certified staff will provide input during the evaluation process, partnering with the administrator to provide meaningful feedback to the instructional assistant. Information regarding the responsibilities for evaluation of instructional assistants will be provided to the certified staff no later than October 1st. Certified staff members partnering in the evaluation process shall be listed on the evaluation form, however, the building administrator(s) remains the primary evaluator and will sign the written evaluation document accordingly.

Written evaluations will be provided on the appropriate document for each job classification and will be completed prior to May 15th. The evaluation will be discussed with the Employee, and the written report will become a part of the Employee's personnel file.

The final evaluation conference shall not be the first time that an Employee learns about any areas of concern that could yield a rating of “needs improvement” or “unsatisfactory.”

If a primary evaluator believes that the Employee is performing below an acceptable level, a meeting shall be held to discuss the concerns and steps for improvement. For employees in their probationary period, this meeting should take place no later than February 15th.

For employees beyond their probationary period, this meeting shall take place no later than March 15th and shall include the development of a remediation plan. (A remediation plan shall consist of:

1. Statement of concern(s);
2. Objectives of remediation;
3. Anticipated evidence of improvement;
4. Schedule for follow-up meetings to review progress; and
5. Anticipated action should remediation not be successful.

The remediation plan schedule shall be written to coincide with the annual evaluation deadline of May 15th.

After this meeting has occurred, if a primary evaluator believes the Employee continues to perform below an acceptable level the concerns shall be identified through the evaluation document, along with the reason(s) and any suggestions a supervisor may have for improvement or remediation. For an Employee who receives an “unsatisfactory” rating on his/her evaluation, the administrator shall schedule a follow-up meeting to discuss progress toward improvement within the first trimester of the next school year.

9.3 EMPLOYEE'S RIGHT TO RESPOND

Following the post-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 he/she necessarily agrees with the contents of the evaluation, only that they have been discussed. An Employee may submit additional comments to the written evaluation if he/she so desires within 10 calendar days from the receipt of the written evaluation. The Employee's comments are to be placed in the Employee's personnel file.

ARTICLE X

VACANCIES

10.1 DEFINITION OF VACANCIES

When vacancies occur or new positions are created as determined by the Board, all such bargaining unit position notices shall be posted in all buildings. All qualified Employees shall be permitted to apply for any such job.

10.2 NOTICE

A. POSTING OF VACANCIES

Positions shall be posted at least ten (10) school days prior to being permanently filled. Postings will be made digitally and a notification will be sent to the Association President. When school is in session, no vacancy shall be permanently filled until such vacancy has been posted in individual district buildings at least ten (10) work days. When school is not in session, the vacancy must be posted on the District website at least ten (10) work days. In the case of an emergency, a vacancy may be filled on a temporary basis.

B. APPLICATION AND INTERVIEW

Qualified Employees may apply in writing to the Superintendent or designee within the ten (10) day posting period. Such applicants shall be granted an interview for positions within the Bargaining Unit. When applying in writing, DGESP employees should send a letter or email directly to the appropriate building administrator, as well as sending a copy of the written communication to the Assistant Superintendent for Personnel. The completion of a current online application may also be requested during the selection process.

C. NOTIFICATION TO APPLICANTS

The Employer shall provide written or verbal notice of its employment decision to each Employee interviewed for a vacancy within the bargaining unit.

D. NOTIFICATION TO THE ASSOCIATION

The Association President will receive notification upon hiring of any new ESP employees.

The DGESP will be provided an opportunity to meet with new employees at the beginning of each school year, and during the school year for new hires as reasonably possible.

10.3 EXPERIENCE CREDIT ON SALARY SCHEDULE

Secretarial / Clerical Employees

Newly appointed secretaries shall be paid at the starting salary which corresponds to the position for which they have been hired. Experience credit may be granted for a maximum of ten (10) years experience provided:

1. Experience is verified by documentary evidence from the school system in which the experience was acquired.

2. Experience is judged by the Superintendent or designee to be significantly similar in job description and responsibility to be considered for experience credit. Only school system credit shall be granted.

Secretarial/clerical Employees returning to employment in the District shall be granted salary credit for up to 10 years of service for the purpose of salary placement. If a secretary's previous salary was off the scale, the new salary shall be based on the salary at the time of departure or the appropriate comparable (i.e. years of experience) current salary, whichever is greater.

Experience credit, as judged by the Superintendent or designee, for in-district positions different in nature from the position for which the Employee has been newly hired may be granted in order to place the Employee at a salary without suffering any loss of pay, assuming the new position is of greater responsibility and higher pay scale.

Instructional Assistant Employees

Newly appointed instructional assistants shall be paid at the starting salary which corresponds to the position for which they have been hired. Experience credit may be granted for a maximum of ten (10) years experience provided:

1. Experience is verified by documentary evidence from the school system in which the experience was acquired.

2. Experience is judged by the Superintendent or designee to be significantly similar in job description and responsibility to be considered for experience credit. Only school system credit shall be granted.

Instructional Assistant Employees returning to employment in the District shall be granted salary credit for up to 10 years of service for the purpose of salary placement. If an Instructional Assistant's previous salary was off the scale, the new salary shall be based on the salary at the time of departure or the appropriate comparable (i.e. years of experience) current salary, whichever is greater.

Experience credit, as judged by the Superintendent or designee, for in-district positions different in nature from the position for which the Employee has been newly hired may be granted in order to place the Employee at a salary without suffering any loss of pay, assuming the new position is of greater responsibility and higher pay scale.

Registered Nurse Employees

Newly appointed registered nurses shall be paid at the starting salary which corresponds to the position for which they have been hired. Experience credit may be granted for a maximum of ten (10) years experience provided:

1. Experience is verified by documentary evidence from the school system in which the experience was acquired.

2. Experience is judged by the Superintendent or designee to be significantly similar in job description and responsibility to be considered for experience credit. Only school system credit shall be granted.

Registered Nurse Employees returning to employment in the District shall be granted salary credit for up to 10 years of service for the purpose of salary placement. If a Registered Nurse's previous salary was off the scale, the new salary shall be based on the salary at the time of departure or the appropriate comparable (i.e. years of experience) current salary, whichever is greater.

Experience credit, as judged by the Superintendent or designee, for in-district positions different in nature from the position for which the Employee has been newly hired may be granted in order to place the Employee at a salary without suffering any loss of pay, assuming the new position is of greater responsibility and higher pay scale.

ARTICLE XI

COMPENSATION AND BENEFITS

11.1 LIFE INSURANCE

The Board shall provide for each full-time secretarial/clerical Employee $50,000 of term life insurance until the time of retirement or resignation.

The Board shall provide for each full-time instructional assistant Employee $50,000 of term life insurance until the time of retirement or resignation.

The Board shall provide for each full-time registered nurse Employee $50,000 of term life insurance until the time of retirement or resignation.

11.2 SALARY

A. The starting salary shall be as set forth in Appendix A which is attached to and incorporated in this Agreement. From this amount, the Board shall deduct and pay to the Illinois Municipal Retirement Fund all contributions required by law. Employees' salaries shall be increased annually by the percentages set forth in Appendix A.

B. Longevity will be paid in addition to the salary increases, in accordance with Appendix A.

C. Payroll Installments – Each secretarial employee who works 600 hours or more per year shall be paid on the basis of twenty-six (26) equal payments. Instructional assistants shall be paid on the basis of twenty-one (21) equal payments. Instructional assistants and registered nurses may elect to receive their annual compensation through twenty-six (26) equal payments, instead of the standard twenty-one (21) equal payments by completing the required District consent form prior to July 31 preceding the work year. An instructional assistant or registered nurse who elects to receive their compensation through twenty-six (26) equal payments may not change back to twenty-one (21) payments until the following work year.

D. If, during the life of this Agreement, legislation is enacted that mandates payment of a minimum hourly wage amount greater than what may be provided for employees covered by this Agreement, the District will follow mandated legislation. The Association and/or the Administration reserves the right to bargain any and all other impacts of such legislation.

11.3 WORKERS' COMPENSATION

Workers' compensation is carried for all Employees by the Board of Education. Employees will receive compensation in accordance with schedules and benefits formulated by the State of Illinois. Employees will retain the workers' compensation payments. Unless the Family and Medical Leave Act also applies to an Employee's absence, an Employee may not use sick or any other form of paid leave while receiving workers' compensation payments.

11.4 HOSPITAL MAJOR MEDICAL INSURANCE

A. The Board shall pay 91% toward the total premium cost for health and major medical insurance (including vision care) for each full-time ten (10) and twelve (12) month secretarial Employee, electing individual coverage. Such coverage, including schedules of benefits, shall be outlined in the Employee Benefit Plan Document.

B. Family coverage for those eligible secretarial Employees who participate in the District's medical insurance plan must be applied for at the time of employment or within thirty (30) days thereafter. If family coverage is desired at a later date, employees may enroll during the open enrollment period or may enroll as a result of a qualifying event. When enrolling for family coverage, all members of the Employee's family are required to complete an insurance enrollment process.

Family coverage is paid based on years of participation by the Employee according to the following schedule:

The Board of Education will pay:	The Employee pays:
20% for the first year	80% for the first year
40% for the second year	60% for the second year
60% for the third year	40% for the third year
80% for the fourth year	20% for the fourth year
85% for the fifth year	15% for the fifth year

*For every two (2) years of participation in single coverage, the Employee will receive credit for one (1) year of participation in family coverage, as long as the single coverage was consecutive years of participation.

C. Full time instructional assistant Employees electing individual or family coverage shall have the option of selecting insurance coverage from the plan options listed below and shall pay toward the premium cost as listed in the chart below.

	Instructional Assistant Employees
	2026-2030
**UNIVERSAL PLAN (PPO)	Single/Individual: Yr 1 - 14 = Board paid 40%, Employee paid 60% Single/Individual: Year 15+ = Board paid 70%, Employee paid 30% Family: Yr 1 - 14 = Board paid 25%, Employee paid 75% Family: Year 15+ = Board paid 35%, Employee paid 65%
HSA with District Contribution	Single/Individual: Board paid 80%, Employee paid 20% Family: 2027: Board paid 55%, Employee paid 45% 2028: Board paid 55%, Employee paid 45% 2029: Board paid 60%, Employee paid 40% 2030: Board paid 63%, Employee paid 37%
REDUCED PLAN	Single/Individual: Board 80%, Employee 20% Family: Board paid 50%, Employee paid 50%
HIGH DEDUCTIBLE	Single/Individual: Board 80%, Employee 20% Family: Board paid 35%, Employee paid 65%

D. Full time Registered Nurse Employees electing individual or family coverage shall have the option of selecting insurance coverage from the plan options listed below and shall pay toward the premium cost as listed in the chart below.

	Registered Nurse Employees
	2026-2030
**UNIVERSAL PLAN (PPO)	Single/Individual: Yr 1 - 14 = Board paid 40%, Employee paid 60% Single/Individual: Year 15+ = Board paid 70%, Employee paid 30%
HSA with District Contribution	Single/Individual: Board paid 80%, Employee paid 20% Family: 2027: Board paid 55%, Employee paid 45% 2028: Board paid 55%, Employee paid 45% 2029: Board paid 60%, Employee paid 40% 2030: Board paid 63%, Employee paid 37%

REDUCED PLAN	Single/Individual: Board 80%, Employee 20% Family: Board paid 50%, Employee paid 50%
HIGH DEDUCTIBLE	Single/Individual: Board 80%, Employee 20% Family: Board paid 35%, Employee paid 65%

E. The Board shall provide each full-time Employee who participates in the District's medical insurance plan (Universal Plan) access to routine adult care in accordance with the Affordable Care Act. Routine adult care applies to office visits, lab and x-rays, and routine immunizations. Also, an individual mammogram is available annually.

F. Any employee not enrolled in the District's Universal PPO healthcare plan on July 1, 2026, shall not be eligible to elect coverage under that plan during any subsequent open enrollment period.

G. The Board may establish and administer a wellness program with input from the Health & Wellness Committee. Employees who decline to participate in, fail to complete, or fail to satisfy the requirements of such a program may be required to pay a larger portion of the health insurance premium or be subject to a wellness premium surcharge as determined by the Board, notwithstanding the premium contribution provisions set forth elsewhere in this article.

H. The Board's contribution towards each of health, dental, and vision insurance premiums shall not increase by more than 5% in any plan year. If the projected premium increase for any individual plan exceeds 5%, the Health and Wellness Committee (or another ad hoc committee as determined mutually by the Superintendent and the association leadership) shall meet by October 15th to decide upon plan design changes or cost-containment measures for the plan(s) sufficient to limit the Board's increase to 5%. Such measures may include, but are not limited to, adjustments to deductibles and out-of-pocket limits, network design, or surcharges. Any recommended plan agreed upon by the committee shall be subject to Board approval. If the committee does not reach agreement, or if an approved plan does not fully offset the amount above 5% for a given plan, the excess cost for that plan shall be borne by employees through premium contributions.

Notwithstanding prior language under this article, the employer and employee premium shares established pursuant to this provision shall supersede and govern for all subsequent plan years.

If one health insurance plan has a renewal above 5% but the aggregate increase across all plans does not exceed 5%, this provision shall not apply.

This section shall not become valid until ratified by the District's three collective bargaining units.

I. Any member electing Universal PPO coverage shall also pay a monthly spousal surcharge of 4.1%. A member may be exempt from paying this spousal surcharge if his or her spouse is unable to obtain employer-provided health insurance through the spouse's place of employment. A signed affidavit attesting to this must be submitted to the District's Benefits Specialist annually upon open enrollment in order to avoid paying the surcharge. This surcharge shall take effect on the date on which all District employee groups are subject to a spousal surcharge.

11.5 DENTAL INSURANCE

The Board shall provide for each full-time ten (10) and twelve (12) month secretarial Employee individual and family dental insurance coverage at no cost to the Employee. The Board shall provide individual and family dental insurance coverage for each full-time instructional assistant and registered nurse who elects the corresponding participation in the Universal Plan or Value HSA. Registered Nurses employed prior to July 1, 2026 may elect dental insurance coverage without participation in a medical plan.

11.6 VISION INSURANCE

Employees eligible to receive vision coverage shall pay 10% of the premium for individual or family coverage.

11.7 COVERAGES

A. TWELVE-MONTH COVERAGE

The Board-provided insurance shall be for twelve (12) consecutive months.

B. NEW EMPLOYEE COVERAGE

Eligible Employees new to the District will be covered by all Board-provided insurances no later than one (1) month after initial employment.

11.8 MILEAGE

Employees shall be paid at the Internal Revenue Service (IRS) rate per mile for all approved mileage to perform their assigned duties for the District.

11.9 PAY DATES

Payroll checks shall be distributed every two (2) weeks on Friday to all Employees. If a regular pay date falls on a day when the schools are not open for business, then the Employees who do not have direct deposit shall have the check mailed on the regular pay date to the designated address of the employee.

11.10 PRESCRIPTION DRUGS

Coverage for prescription drugs shall be provided through a Pharmacy Benefit Manager (PBM). Prescriptions shall be paid in accordance with the tiers outlined in the Plan Document.

- Tier 1 & 2: $10 Copay for retail generic or preferred brand
- Tier 1 & 2: $24 Copay for mail order generic or preferred brand
- Tier 3: $30 Copay for retail non-preferred brand
- Tier 3: $50 Copay for mail order non-preferred brand

These tiers are in place for 2027. In future years, they may be modified by the Committee established by Article 11, Section 4.H. If the Committee increases employee copays set forth in this section beyond a certain threshold, there shall be a stipend available to Instructional Assistants and Registered Nurses only. For the years 2028 and 2029, if the Committee adjusts the Tier 1 or 2 co-payment to an amount greater than twenty dollars ($20) per fill, each IA and RN electing District health insurance shall be paid an annual amount equal to eighteen (18) times every dollar by which the new copay exceeds twenty dollars ($20). Twenty-five dollars ($25) shall be the threshold for 2030. Eligibility for the prescription copay protection benefits set forth in this section shall extend to all active Instructional Assistants and Registered Nurses enrolled as primary subscribers in any District-sponsored group health insurance plan, regardless of hire date or length of service.

50% of these stipends shall be paid out in June of each year to employees who were insured under a District plan from January 1 - June 30. The remaining 50% shall be paid out in December of each year for employees who were insured under a District plan from January 1 - December 31.

11.11 PREMIUM CONVERSION AND MEDICAL REIMBURSEMENT ACCOUNT

A. The District may elect to tax shelter the portion employees pay toward premiums for single or family medical/dental insurance coverage offered by the District in accordance with the District's Section 125 Cafeteria Plan.

B. In accordance with the terms set forth in the District's Section 125 Cafeteria Plan,

Employees may elect during the Plan's annual open enrollment period to have specific amounts withheld from their paychecks on a pre-tax basis to fund medical and dependent care reimbursement accounts. The accounts may be used by Employees to reimburse themselves for eligible expenses for themselves and dependents as permitted by law, excluding medical/dental premiums.

C. Employees participating in this premium conversion or medical reimbursement account plans whose family/marital status changes during the plan year, in accordance with IRS regulations and the plan documents, may amend the amounts to be withheld not less than thirty (30) days prior to the change taking effect.

11.12 HEALTH AND WELLNESS COMMITTEE

A joint District Administration/Employee Health and Wellness Committee shall be established to review and monitor the cost and changes in the physician/hospital network and administrative services. All medical benefits as described in the Summary Plan Description Schedule of Benefits shall be in effect for the duration of this agreement.

The Committee shall meet not less than six (6) times per school year, unless otherwise agreed, to review information pertinent to the health and wellness benefits offered by the District to district employees. As appropriate, the Committee shall present a summary of their discussions to the Board based upon the consensus of the Committee.

The purpose of this Committee shall include:

- Gathering input on the current status of the District's health insurance coverage, possible cost containment measures, review of carrier options, and discuss service of current carrier
- Reviewing and recommending to the Board:
    - Options for the creation of additional plans with different benefit structures and medical benefits
    - Options for the development and implementation of cost containment measures and wellness programs that do not change their benefits defined in Article XI.
- Examining renewal rate projections
- Reviewing annual audit of District's Medical Insurance Reserve Fund, including claims history, payouts, fixed costs, trend analysis, and rate history
- Building a working partnership between administration and the DGESP for the purpose of educating all employees and ultimately controlling the overall insurance costs

The Health and Wellness Committee shall include the following members:

- Two (2) administrators

- Two (2) members from the DGESP (educational support staff)
- DGCMA (custodial/maintenance) - number of members as determined by the DGCMA contract
- DGEEA (teachers) - number of members as determined by the DGEEA contract
- One (1) non-voting member from the Board of Education
- One (1) Committee Chair - Assistant Superintendent for Business

Each Association shall notify the Superintendent or designee of the individuals who will represent the respective Association annually, prior to the start of school each August. Any change in designee shall be provided in writing by the Association President to the Superintendent not less than fifteen (15) days prior to the change taking effect. A temporary alternate representative may attend any committee meeting on behalf of the designee.

Premiums will be established annually by the Board for each plan offered by the District. Premium contribution levels by the Board and employees shall be calculated in accordance with Article XI of this Agreement.

All benefits insurance under this contract may be subject to changes related to new provisions associated with the Patient Protection and Affordable Care Act (PPACA).

ARTICLE XII

RETIREMENT

12.1 RETIREMENT

Upon the retirement of any full-time Employee at a minimum age of 55 with fifteen (15) years of service in the District, the Board shall increase the salary for the final full year of service by 6%, provided the employee provides written notice no later than seven (7) months prior to the date of retirement, completes the work year in which he/she is retiring, and the District does not incur additional costs as a penalty for granting the salary increase.

If the Employee experiences a life-altering event that may prevent the ability to provide such notice, or to complete the school year in which notice has been given, the Board may provide the above listed salary increase.

12.2 SEVERANCE PAY FOR ACCUMULATED SICK LEAVE

At the time of retirement, all remaining sick and personal days will be submitted to the Illinois Municipal Retirement Fund (IMRF).

12.3 POST RETIREMENT BENEFIT

Any member of the bargaining unit who 1) achieves at least 15 or more years of full time service with the District; 2) is at least 55 years of age; and 3) notifies the Superintendent or designee in writing of their desire to retire no later than seven (7) months immediately prior to the date of retirement and no earlier than 9 months prior to the date of retirement is eligible to receive a post retirement benefit of $3,000, provided the employee's retirement date is prior to the end of the term of this collective bargaining agreement. Payment for the post retirement benefit will occur 2 months after the employee's retirement date.

If the Employee experiences a life-altering event that may prevent the ability to provide such notice, or to complete the school year in which notice has been given, the Board may provide the above listed salary increase.

ARTICLE XIII

EFFECT OF AGREEMENT

13.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.

13.2 SAVINGS CLAUSE

If any article, section, or provision of this Agreement is declared illegal or unenforceable by a court of competent jurisdiction, said article, section or provision shall be automatically deleted from this Agreement to the extent that it violates the law. The remaining articles, sections, and provisions shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section, or provision.

Any change in state or federal law, regulation, or mandate that results in a material financial impact on the Board arising from its employment of bargaining unit members shall, upon written notice by either party, reopen this Agreement for the limited purpose of negotiating the effects of such change.

13.3 NO STRIKE ASSURANCES

During the term of this Agreement neither the Association nor any member of the bargaining unit shall engage in, authorize, or instigate a strike, work slow-down, or other refusal to render full and complete services to the Board. In the event that a violation of the preceding provision occurs, the Association shall be informed by the Board and shall make every reasonable effort to end said violation. If the violation continues, the person(s) responsible shall be subject to disciplinary action to be determined by the Board.

ARTICLE XIV

DURATION

14.1 DURATION

This Agreement shall become effective on _____ and shall terminate at 11:59 p.m. on June 30, 2030.

This Agreement made and executed this _____ by the duly authorized representatives of the parties designated below.

By: _____ By:_____
Board President Association President

ATTEST: ATTEST:

_____ _____
Board Secretary Association Representative

APPENDIX A – SALARY 2026-2030

Employees shall be placed in Category 1-5 or Category 6 or Category 7 and paid a salary based upon their job classification indicated below:

Starting Hourly Rates	2026-27	2027-28	2028-29	2029-30
Category 1 - 5	18.64	19.10	*Based on CPI	*Based on CPI
Category 6	22.41	22.96	*Based on CPI	*Based on CPI
Category 7	37.44	38.37	*Based on CPI	*Based on CPI

The salary increases for existing employees shall be as follows:

2026 - 2027 4.25%
2027 - 2028 3.5%
2028 - 2029 CPI* (floor of 2%, ceiling of 4%)
2029 - 2030 CPI* (floor of 2%, ceiling of 4%)

* CPI for December 2026 shall be used to inform raises for 2028-2029, and CPI for December 2027 shall be used to inform raises for 2029-2030.

The Board of Education has the authority to set the starting hourly rate for new employees, and it shall not exceed 99% of the year 2 hourly rate for an employee under the same category.

Longevity will be paid for continuous years of service as follows: $300 in years 6-10, $500 in years 11-15, $750 in years 16 -20 and $1000 in years 21 - retirement. This is to be paid annually. Part-time employees will receive the longevity bonus at 50%.

Longevity for registered nurses employed prior to the 2024-25 school year shall be calculated to include all years of continuous service within the District, including those prior to joining the bargaining unit. Longevity bonuses earned for registered nurses will be applied beginning in the 2024-25 school year.

<u>Hard-to-fill Stipend</u>

The District will offer a $2,000 hard-to-fill stipend for those positions that are hard to fill because the responsibilities are more demanding and typically require specific training to support individual student needs. The stipend applies to the following positions: self-contained special education program IAs (BEST, DLP, RISE), preschool IAs, and special education instructional assistants who are required to provide specialized health supports (such as lifting, toileting/changing, feeding, and/or other personal care). Additionally, a Registered Nurse who fills a 1:1 position and whose role extends beyond the typical duties of a building or floater nurse may also be eligible for a hard-to-fill stipend. Employees who are eligible for this stipend will be paid in two installments (December and May/June).

APPENDIX B

DOWNERS GROVE EDUCATIONAL SUPPORT PERSONNEL, IEA/NEA
DOWNERS GROVE GRADE SCHOOL DISTRICT 58

GRIEVANCE FORM

Grievance # _____ Date:_____

Grievant:_____ School: _____

Date of event, or date aware of event:_____

NATURE OF GRIEVANCE:

ARTICLES OF THE AGREEMENT VIOLATED, MISINTERPRETED, OR MISAPPLIED:

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