

NEGOTIATED AGREEMENT

BOARD OF EDUCATION BATAVIA EDUCATIONAL SUPPORT PROFESSIONAL ASSOCIATION

BATAVIA PUBLIC SCHOOL DISTRICT #101

July 1, 2014
through
June 30, 2018

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PROFESSIONAL CONDUCT COMMITMENT

July 1, 2014

We, the undersigned members of the joint BESP/Administration/Board of Education bargaining teams wish to record our commitment to building, maintaining, and enhancing a positive and professional working relationship. We acknowledge and celebrate our differences and similarities of interest because they combine to enrich our possibilities. We stand united in some deeper purposes and shared beliefs. We believe that a strong and effective school district is founded upon our ability to work well together. We further believe that a strong and professional relationship among the BESP membership, administration, and the Board of Education is critical for the improvement of education in the Batavia Public School District #101.

To create a climate of trust we pledge to do the following:

- Respect one another
- Actively listen to one another
- Communicate with candor and honesty
- Seek information before reaching conclusions
- Focus on the future and learn from the past
- Embrace the challenges of the future
- Use technology appropriately
- See problems as opportunities to work together
- Recognize and value each other's needs and interests
- Seek consensus whenever possible
- Celebrate our accomplishments
- Recognize each other's dignity, contributions, & responsibilities
- Encourage and support creativity
- Build shared vision

We recognize that it is our responsibility to educate new members of the stakeholder groups in the history and culture of our commitment to these beliefs and a collaborative relationship. We will regularly assess our progress in implementing these beliefs so that we can better live up to the spirit of this document.

1.0 PREAMBLE

The Agreement is between the Board of Education of District #101, Kane County, Batavia, Illinois (The Board) and the Batavia Educational Support Professional Association affiliated with IEA NEA (BESPA).

2.0 RECOGNITION

The Board of Education of School District #101, Kane County, Batavia, Illinois, hereinafter referred to as the “Board”, recognizes the BESPA, hereinafter referred to as the “Association”, as the sole and exclusive negotiating agent for all school service personnel, hereinafter referred to as employees, in the following job categories: Secretaries, Special Education/Classroom Paraprofessionals, Learning Resource Center Paraprofessionals, Campus Monitors, Lead Campus Monitor, Maintenance Levels 1-6, and District Delivery Drivers. However, excluded from the bargaining unit are the Central Office administrative assistants/confidential secretaries, Registered Nurses, and any other employee excluded from the definition of employee by the Illinois Educational Labor Relations Act (IELRA).

3.0 ASSOCIATION BUSINESS RELEASED TIME

The President of the Association, or his/her designee of the office may be released up to ten (10) days each contract year for Association business which cannot be handled on non-working time. Notice must be given to the Superintendent at least eight (8) days in advance of the absence. If a substitute is provided, the association will pay the salary of the substitute; the amount not to exceed the daily rate of the absent employee. Released time may not be taken in less than one-half day units. These days will in no way affect the sick leave or personal leave previously assigned under the terms of this agreement.

4.0 MANAGEMENT RIGHTS

All authority and duty vested in the Board by law to manage the School District shall remain vested exclusively in the Board or the Board’s duly authorized administrators except to the extent expressly and specifically limited by this agreement.

5.0 GRIEVANCE PROCEDURE

5.1 GRIEVANCE STEPS

A grievance is defined as a written claim that there has been a violation, misinterpretation, or misapplication of a specific provision of the agreement. No grievance shall be processed or

entertained unless it is filed within twenty (20) business days after the occurrence of the event-giving rise to the grievance. The following are the steps for processing of grievances.

Step 1

The grievant shall file his/her grievance in writing with the employee's immediate supervisor or designee within twenty (20) business days of the occurrence or the event giving rise to the grievance. The employee's immediate supervisor or designee shall confer with the grievant in an attempt to resolve the grievance within fifteen (15) business days of the receipt of the grievance. A decision in writing shall be rendered to the grievant within five (5) business days of the conference.

Step 2

If a satisfactory disposition of the grievance is not reached at Step 1, the grievant may appeal to the Superintendent or designee in writing within fifteen (15) business days after receipt of the decision of the immediate supervisor or designee. The Superintendent or designee shall hold a conference within ten (10) business days after the receipt of the appeal and a written decision shall be rendered by the Superintendent or designee within five (5) business days after the conference.

Step 3

In the event the grievant is not satisfied with the disposition of the grievance at Step 2, the Association may appeal to the Board of Education by filing a written appeal with the Superintendent within fifteen (15) business days after receipt of the Superintendent's decision at Step 2. The Board of Education shall consider the grievance in as timely a fashion as the schedule of Board meetings and the agenda therefore permit, but within thirty (30) days after the Superintendent's receipt of the appeal. The Association may present a written statement of the grievance to the Board or may request an oral hearing. Such a hearing will be conducted by the full Board or, at the discretion of the Board, by a subcommittee of the Board at a time convenient to both the Board and the Association. The Board shall render a written decision within five (5) business days after the meeting at which the grievance is considered.

Step 4

In the event the grievant is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted by the Association to binding arbitration within fifteen (15) days after receipt of the Board of Education's decision at Step 3. The party seeking arbitration shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the agreement. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decisions or

recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this agreement in light of the facts presented. The fees of the arbitrator and the cost of attendance of a court reporter, if requested by either party, shall be split between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.

5.2 GRIEVANCE

Each grievance must state the specific provisions of the agreement alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission at Step 1 without the mutual agreement of the parties. The time limits and procedures for grievance processing must be strictly followed. Unless otherwise specifically stated, all days referred to in this grievance procedure are business days, not school days. Business day is defined to mean any time the District office is open for business. Failure of the grievant or the Association to meet any time limit shall bar further processing of the grievance. Failure of the Board or the Administration to act in a timely manner shall permit the grievant to proceed to the next step. Any grievance not appealed after denial by the Administration shall bar later filing of the same grievance. Documents relating to the filing or processing of a grievance will not be placed in the employee's(s') personnel file.

6.0 DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES

6.1 FULL TIME

A full-time employee is defined as one who is employed in a job assignment requiring thirty (30) or more hours per week.

6.2 PART TIME

A part-time employee is defined as one who has a job assignment requiring less than thirty (30) hours weekly.

7.0 WORKING CONDITIONS

7.1 VACANCIES

For the purpose of this section vacancy shall mean any existing or new position, which is deemed necessary by the Administration, which must be filled to maintain district operations.

Whenever a vacancy occurs, notice will be posted electronically on the Human Resources website. A complete job description will be available upon request for any employee who expresses an interest in the position.

Any current employees of the district who apply for a vacancy will be interviewed. Consideration will be given to the employees' aspirations, qualifications, present job performances, evaluation by present supervisor, and service.

Prior to any hiring, each job applicant shall be given notice of the work assignment.

Upon completion of the hiring process the name of the employee and his/her work assignment shall be sent to the BESPAs president by Human Resources.

7.2 NOTICE

Before the start of each school year, the Superintendent or designee shall provide the Association with notice of the following for the upcoming school year for each job classification:

1. The starting and ending dates.
2. The payroll dates.
3. Paid holidays if applicable.
4. The number of regular work days.
5. The number of hours in a regular work day.

The above information shall be posted in each building. No changes of a permanent or indefinite nature in the above items will be made without first informing the Association and offering further discussions if requested.

7.3 PAY PERIODS

Employees hired after July 1, 1993, shall be responsible for recording their time on time cards/sheets and submitting the time card for necessary approval in accordance with District policy.

Employees shall be paid on the 15th and the last day of each month. All 9/10 month employees may select whether they wish to be paid in 19 or 24 pays. However, once such election is made, it may not be changed for the duration of this Negotiated Agreement.

7.4 BREAKS AND LUNCH

Each employee working six (6) hours or more a day will be allowed two breaks of fifteen (15) minutes duration per day.

Each employee working less than six (6) hours per day but more than four (4) hours per day will be allowed one break of fifteen (15) minutes duration per day.

Any employee working more than four hours per day shall be allowed a thirty (30) minute unpaid break for lunch.

The District agrees to schedule breaks and lunch for eligible employees. The principal or building administrator will establish the schedule. The principal or appropriate administrator will have flexibility to schedule breaks and lunch by using existing staff to meet student needs.

Emergency requests of bargaining unit members are defined as those involving health and safety issues for all children and adults in the building. Emergency requests will be addressed immediately by bargaining unit members.

Breaks and lunches may not be interrupted for non-emergency requests.

In the event that an employee is unable to take his/her break at the scheduled time, every effort will be made to identify an alternate time for that break by the employee and the supervisor/administrator.

7.5 TEMPORARY MAINTENANCE REASSIGNMENT

When a maintenance employee is reassigned to temporarily fill the role of a peer paid at a higher category level for more than two weeks, that employee will receive payment at the step 1 salary schedule rate of the level to which he/she has been reassigned. If the movement of an employee's hourly rate to step 1 on the salary schedule for the higher category level does not result in a salary increase, then the reassigned employee will be placed at the lowest step that represents an increase in pay within the new level.

Payment for the initial two weeks will be retroactive and the increased hourly rate will continue so long as the employee remains in the reassigned higher level position.

The Board will not reassign duties with the specific intent of circumventing any individual maintenance employee from achieving two weeks of continuous service at the higher level. The Board reserves the right to make an adjustment in instances where the reassigned employee is unable to meet the requirements of the higher category level position. The administration will meet and confer with the reassigned employee prior to removal from the higher classification and return to the original position.

These reassignments are short term and will not affect seniority.

7.6 OVERTIME

Overtime shall be defined as authorized work, which an employee may be required to perform, in excess of the regular work week as designated below. All overtime must be authorized by the Administration. Over forty (40) hours per week worked constitutes overtime and will be paid at time and a half. The following will be counted toward the forty (40) hour per week required for overtime:

1. Vacation time
2. Sick time
3. Personal Leave

4. Holidays listed in the contract

When overtime assignments are available, the Administration will provide notice to all employees qualified to perform the work. Eligible employees must respond by end of the day when such notice is provided. In the event there are no qualified volunteers for the overtime or the number of qualified volunteers is insufficient to perform the overtime work available, the Administration will go to a rotational list of qualified employees to select the employee assigned to perform the work. Once the employee performs the overtime assignment, he/she shall be rotated to the bottom of the list for a different, subsequent overtime assignment.

7.7 NOTIFICATION OF ASSIGNMENT

All employees shall be given notice of their assignment positions for the forthcoming year no later than the last day of school. In the event that changes of a permanent or indefinite nature are made in such assignments after June 1, the employee affected shall be notified in writing. The employee shall be given a conference with the supervisor to discuss the transfer.

In the event of a school closing(s), all employees are required to report to work unless otherwise directed by the Superintendent or designee.

7.8 UNSAFE AND HAZARDOUS CONDITIONS

Employees who encounter conditions which are likely to endanger their health or safety shall promptly report the condition to their supervisor. Their supervisor shall promptly investigate the complaint and shall immediately substantiate in writing the supervisor's attempts to remedy the condition.

This written documentation shall be provided to the employee reporting the unsafe or hazardous condition, and a copy shall be sent to the BESPAs president or his/her designee within forty-eight (48) hours of the investigation.

Whenever it becomes necessary for a Bargaining Unit employee to work in asbestos abatement, that employee shall be compensated at one and one-half times the regular rate of pay during normal working hours and two and one-half times the regular rate of pay for overtime hours.

7.9 EVALUATIONS

- A. Within two (2) weeks of employment, each employee shall be advised by his/her supervisor of the evaluation procedures, standards of performance, and given a copy of the appropriate job description. No formal evaluation shall take place until such orientation has been completed.
- B. In addition to information gained through observation, the administration may ask the employee to provide sample work materials and/or examples covering his/her assignment(s). Discussion of this work product may be helpful to the employee and the administration in better understanding the requirements of the position.

- C. Following the probationary period of ninety (90) days, each employee will be evaluated at least one (1) time during the year. Annual evaluations will be completed by May 15.
- D. Evaluations, including recommendations for employee improvements, shall be reduced to writing and one copy shall be given to the employee at a post evaluation conference to be held within fifteen (15) days of the observation. The copy of the evaluation shall be signed by the administrator and the employee. Signing an evaluation does not indicate agreement, but rather receipt and review of the document. Should the employee care to respond to the evaluation he/she may do so within then (10) days of the conference. All evaluations shall be placed in the employee's personnel file.
- E. Remediation - when the job performance of an employee is considered "unsatisfactory" an effort to remediate perceived deficiencies will be initiated. The remediation process follows:
 - Supervisor identifies specific area(s) of concern
 - Supervisor identifies expectations during the remediation period, including specific level(s) of performance
 - The duration of the remediation shall not exceed six(6) weeks
 - There shall be a closing conference with the employee to discuss the remediation and to identify subsequent action(s).
- F. Members, who have received all "Exceeds Expectations" ratings in all areas of their previous evaluation, may have a conference with the evaluator in lieu of a formal written evaluation. The conference will inform the employee of the salary placement for the coming year using the Salary Placement Form/Appendix II of the evaluation instrument. Members who receive a conference in lieu of a formal evaluation will be given a formal evaluation the following year.

7.10 SEPARATION OF EMPLOYMENT

EMPLOYEE RESIGNATION:

The following procedures shall be required of each employee:

- a. Notify the immediate supervisor in writing at least two (2) weeks in advance of the resignation date.
- b. Send a letter of resignation to the Human Resources Office.
- c. Separation Procedures: All separation procedures must be completed prior to the issuance of the final pay check. These separation procedures include returning to District 101 the following:
 - 1. All District 101 keys.
 - 2. All other District 101 property which may have been issued.

7.11 TERMINATION AND SUSPENSION

The first ninety (90) calendar days of employment will be a probationary period during which the Superintendent, or designee, may terminate employment by giving written notice.

During the probationary period each employee will receive one evaluation in writing. The evaluation will be performed by the employee's immediate Administrator. The evaluation will be placed in the employee's personnel file with a copy given to the employee. The employee will have an opportunity to attach a written response to the file copy if he/she chooses within ten days of the conference. After the probationary period, dismissal or discipline of an employee shall follow the procedures as hereinafter set forth. The Board recognizes the desirability of establishing and utilizing a system of progressive discipline. Disciplinary action will be progressive, except for gross misconduct, and will follow the steps outlined below. The sequence and necessity for the following steps will be determined by the Superintendent or designee depending upon the circumstances of each case.

7.11.1 VERBAL WARNING

A verbal warning will be given to the employee for misconduct or poor performance which does not warrant dismissal or suspension as the initial disciplinary action. This warning will be issued by the employee's immediate administrator. The specific grounds for any oral reprimand or other discipline shall be given to an employee in writing within twenty four (24) hours after the request by the employee, with a copy to the Association.

7.11.2 WRITTEN WARNING

A written disciplinary action for misconduct and/or poor performance shall be placed in the employee's personnel file. It shall contain information gathered by the immediate administrator after an investigation.

7.11.3 SUSPENSION/DISMISSAL

The decision to suspend or terminate an employee may be made by either the Board or the Superintendent. In the case of suspension, the Superintendent, or designee, shall have the authority to suspend for up to ten (10) days.

Suspensions of more than ten (10) days may only be imposed by the Board of Education.

When any employee is required to appear before the Superintendent, or designee, concerning any matter which is disciplinary in nature, or which could adversely affect the continuation of that employee in his/her position of employment, or his/her salary or any salary pertaining thereto, the employee shall be given 24 (twenty four) hours prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him/her and represent him/her during such meeting or interview.

Before an employee is disciplined by suspension, with or without pay or dismissal, the administration shall conduct an investigation of the problem to determine the facts and the employee shall be given a pre-disciplinary conference with the supervisor and the administrator, or combination of administrators, responsible for that area; i.e. Building Principal, Director of Buildings and Grounds. A copy of such warning will be sent to the Association.

Only procedural violations of this section are subject to step 3 of the grievance procedure.

7.12 JOB DESCRIPTION

Job descriptions approved by the Superintendent and Association will be available to the Association and to employees holding the positions covered by the job description.

The Administration will attempt to maintain the scope of job descriptions for members of the bargaining unit. When a bargaining unit member is asked to execute ongoing duties that are not specific to the individual's job description, the member will receive training to execute the duty. If the member is not satisfied with the training, he/she may request a meeting with the appropriate administrator(s) to resolve the situation.

7.13 SENIORITY

The employer shall provide the BESPAs with a seniority list of the Classified Employees in the District upon request. This list shall include the employee's name, job classification, assignment, date of hire, and salary placement.

Seniority shall be defined as the length of continuous bargaining unit service with Batavia Public Schools and will apply irrespective of intervening transfers from one position to another. Leaves of absence shall not be considered a break in the continuous service record of any employee.

7.14 REDUCTION IN FORCE

- A. In the event the Board determines the need for a reduction in force, the Administration shall meet with the Association to discuss the following:
 - 1. Reasons for the need to have a reduction in force.
 - 2. Review of seniority list.
 - 3. Review of reduction in force and recall procedures.
 - 4. In the case of the employee's job becoming nonexistent, the Board may give that employee thirty (30) days notice and will reassign said employee to comparable duties until the end of the thirty (30) day notice.

- B. Reduction in force/recall procedures:

1. Part time employees as defined in Article 6.0 of the Negotiated Agreement shall be terminated before any reduction in force of full time members of the bargaining unit shall commence.
2. Employees shall be reduced in the inverse order of their seniority within the categories of position established in paragraph "C" below.
3. An employee dismissed because of a reduction in force shall retain his/her right to recall for eighteen (18) months from the date he/she was dismissed.
4. Employees shall be recalled to any position for which they are qualified to hold by seniority according to the employee recall seniority list. Ties in seniority on the recall list will be broken by an annual lottery. The employee recall seniority list shall list employees by seniority.
5. Employees on the recall list who are offered re-employment in any category of position for which they are qualified and decline such employment shall be removed from the recall list. Employees on the recall list must maintain an accurate, up to date address and telephone number with the District. When the District is unable to reach an employee on the recall list, vacancies may be offered to other employees who are also on the recall list. Employees who did not receive notification from the District will remain on the recall list until they have had an opportunity to reply to an offer or for eighteen (18) months whichever is shorter. The District will begin the recall procedure prior to the end of the school year. It is the responsibility of the District to notify the employees of the vacancy. Notification shall include telephone contact or by certified mail, return receipt requested.
6. The District shall not hire anyone from outside of the bargaining unit until it has attempted to fill the position with qualified employees from the recall list.

C. REDUCTION IN FORCE: CATEGORIES OF POSITIONS

Categories of position: for the purpose of this article categories of position are:

Office Supervisor
 Principal's Secretary
 Specialist Secretary to include:
 Guidance Secretary
 Registrar
 Financial Secretary
 Student Services Secretary
 HS/MS Secretary
 Attendance Secretary
 Athletic Secretary

Bursor
Associate Secretary
Special Education/Classroom Paraprofessional
LRC Paraprofessional
Lead Campus Monitor
Campus Monitor
Maintenance Level 1
Maintenance Level 2
Maintenance Level 3
Maintenance Level 4
Maintenance Level 5
Maintenance Level 6
District Delivery Driver

- D. Employees affected by a reduction in force may replace an employee in another category of position if :
1. The employee, affected by the reduction in force, has more seniority than the employee in the category of position who would/could be displaced; and
 2. The employee, affected by the layoff, has held the position which would/could be displaced; and
 3. The employee, affected by the layoff, will not advance in position level on the salary schedule as a result of displacing an employee of a different category of position.

7.15 ADMINISTRATION OF MEDICATION

Bargaining Unit members will be required to administer medications only if they have the professional certification to do so.

7.16 LENGTH OF WORK YEAR

All clerical and instructional employees working on a 9-10 month contract will be assigned to a 180-day work year beginning with the 1997-98 school year. However, paraprofessional employees assigned to the Early Childhood Center shall work a 170 day work year, provided that the Early Childhood Program Administrator has the discretion, annually, to require up to three (3) additional workdays. The workday for the Early Childhood paraprofessionals will be 6.5 hours.

Paraprofessional employees may be required to work two (2) additional days, annually for the purpose of attending professional development activities. These days will be compensated at the employee's regular rate of pay. The scheduling of these days and the topics covered shall be determined by the Superintendent or designee, after soliciting input from the BESPA President.

7.17 STAFF DEVELOPMENT

The District and the Association are committed to provide high quality professional development for members of the BESPAs. It is the intent of this program to assure that learning experiences contribute specifically to new knowledge and/or skills that directly relate to the members' workplace as well as contribute to a broader and deeper understanding of the Batavia School District.

By September 1st of each year of this agreement, the Association President will discuss with the Superintendent or designee suggested professional development topics that are relevant to each of the four (4) position categories represented by the Association: secretarial, paraprofessional, campus monitors, and maintenance. The Superintendent or designee will meet with appropriate District department supervisors and develop the training schedule for the school year.

Before June 1st of the same school year, the Superintendent or designee will meet with BESPAs representatives to review whether the goals and objectives of the training were met. The Administration will communicate professional development dates for the next year by June 1st.

7.18 SUPERVISION

Bargaining unit employees may be assigned to supervisory extra duties found in the Board's negotiated agreement with the Batavia Education Association (BEA). Any such assignment will be made on a rotating basis to interested employees in the event an insufficient number of BEA members are available to staff these positions. Assignments will be made first to employees assigned to the relevant building prior to assigning employees outside of the building.

Employees who assume such extra duty assignments shall be paid the stipend established for the assignment in the BEA agreement.

7.19 MAINTENANCE EMPLOYEE WORK SCHEDULE

The regular work week for maintenance employees shall consist of forty (40) hours to be scheduled on five (5) consecutive days.

Any maintenance employee, regardless of employment date, may be subject to a temporary change in work schedule based upon the needs of the District (e.g. special projects not including, snow removal, salting, watering, and other regular tasks). Whenever possible, the Administration will provide at least two (2) weeks notice of such temporary schedule change. Employees may decline any such assignment once each year of this agreement.

7.20 FLEXIBLE SCHEDULING /SHIFT DIFFERENTIAL

If a maintenance employee temporarily works a shift other than his/her normal shift schedule, the employee will receive a shift differential of \$.25/hour worked, for those hours worked outside of the employees normal work day or work week.

7.21 ON CALL

Maintenance employees required to carry an on-call pager for snow removal and who actually perform snow removal activities will be paid a stipend of fifty dollars (\$50) for each week the employee is “on call” and performs the required snow removal. “On- call” assignments will be made on a rotating basis from a list of maintenance employees compiled by the administration. Payment of the stipend will be based upon timesheets submitted by the “on call” employees.

7.22 BUILDINGS AND GROUND ON CALL

“On call” assignments will be made on a rotating basis from a list of maintenance employees compiled by the administration. Payment of the stipend will be based upon timesheets submitted by the “on call” employees.

7.23 EXTRA DUTY POSITIONS HELD BY NON-BEA/NON-BESPA MEMBERS

Positions found on the BEA stipend schedule that are filled by non-BEA/non-BESPA members will be posted annually.

8.0 SALARY SCHEDULE AND BENEFITS

8.1 LONGEVITY LIST

The employer shall provide the BESPA with a list of the Classified Employees in the District annually by February 1st. This list shall include the employee’s name, job classification, and date of hire.

8.2 SALARY

For the 2014-15 work year, each member of the bargaining unit shall receive an increase of sixty-five cents (\$.65) per hour over their 2013-14 hourly rate. This increase shall be retroactive to July 1, 2014.

For the 2015-16, 2016-17 and 2017-18 work year, the salary increase will be determined as follows:

1. The aggregate salary amount for the entire bargaining unit will be increased by an amount equal to the Consumer Price Index for All Urban Consumers (“CPI”), as defined in the Illinois Property Tax Extension Limitation Law, with a minimum increase of 1.5% and a maximum increase of 3.5%.

2. The resulting total increase will be converted to an equal across the board increase in each employee's hourly rate but in no event will the resulting increase be less than twenty-five cents (\$.25) per hour.

Employees who are new to the district shall be placed at the entry rate for their job classification.

Employees who voluntarily move from a permanent work assignment in one job category to another job category with a different pay rate will be paid the greater of their previous hourly rate or the starting rate for that category. In instances when an employee is involuntarily reassigned to a permanent position in a job category other than their original assignment they shall receive the same salary consideration noted above unless their hourly rate exceeds all other employees in that new job category. If this latter case applies then the employee shall remain at their original hourly rate until such time that another employee from that job category reaches the same rate of pay.

8.3 ASSOCIATION MEMBERSHIP

8.3.1 DUES DEDUCTION

Each member of the Bargaining Unit, as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this agreement, whichever is later, shall join the Association or pay a fair share fee to the Association not to exceed the dues uniformly required of members. Such fee shall be certified to the Board by September 1 and such amount cannot include fees or contributions related to the election or support of any candidate for political office.

8.3.2 FAIR SHARE

In the event that the member of the Bargaining Unit does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-members. Such deductions shall be handled in the same manner that dues deductions are handled for members of the Bargaining Unit.

8.3.3 RIGHT OF NON-ASSOCIATION

Members of the Bargaining Unit are guaranteed the right of non-association based on bona fide religious tenets or teachings of a church or religious body of which such employees are members. Such employees are required to pay an amount equal to their proportionate share to a non-religious, charitable organization mutually agreed on by the employee affected and the Association.

8.3.4 HOLD HARMLESS

In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The Board gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires, and
2. The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence obtaining witnesses and making relevant information available at both trial and all appellate levels.
3. The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this article.

8.3.5 EXCEPTION

It is expressly understood that this hold harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this article.

8.3.6 BESPAs DUES DEPOSIT

On each payday, the District will remit to the BESPAs treasurer a dues check in a predetermined and fixed amount. Any overage or underage will be reconciled at the end of each semester.

8.4 BOARD PAID INSURANCE

The Board of Education will pay 9/10 month, full-time and 12-month full-time employees' single health and dental insurance for all employees hired before the ratification of the 1993 Negotiated Agreement.

For anyone hired after the ratification of the 1993 Negotiated Agreement, the costs of the hospital-medical-surgical insurance are shared through the Board and employee contribution. The Board will pay the premium percentages noted below (indexed to the lowest cost PPO plan available) toward medical insurance per individual member.

BOARD CONTRIBUTION	CONTRACT YEAR			
	2014-15	2015-16	2016-17	2017-18
Single Coverage	85%	85%	85%	80%
"Single Plus One" Coverage	55%	65%	70%	80%
Family Coverage	50%	60%	70%	80%

The Board of Education will pay 100% of 9-10 month full-time and 12-month full-time employees' life and accidental death and dismemberment insurance policy. The life insurance

policy shall be for a minimum \$10,000, or the equivalent of the employee's annual salary, with the option for the employee to purchase up to 4 times their annual salary, at the employees' cost. The insurance premium paid will be for the policy the Board elects to have in force.

8.5 EMPLOYEE BENEFITS COMMITTEE

Decisions regarding implementation of the insurance plan (i.e. plan design, selection of broker, etc.) shall be made by the Board, subject to required impact bargaining with the BESP. Any funds currently in the BESP insurance fund will become the property solely of the Board and are not subject to claims by the BESP and/or any member of the bargaining unit. No further contributions will be made to such BESP insurance fund.

8.6 RETIREMENT PROGRAM

The Board will make available a retirement plan to employees who meet the following eligibility requirements:

1. Are at least 55 years old at the time of retirement; and
2. Have completed at least 15 years of full-time, continuous service to the District at the time of retirement; and
3. Are retiring from the District into the Illinois Municipal Retirement (IMRF) System at the end of June 2015, 2016, 2017 or 2018, provided that eligibility is conditioned upon the Board not having to pay a penalty or other IMRF payment due to the employee's retirement.

In order to access program benefit, the employee must provide written notice of intent to retire to the Superintendent or designee by February 15 of any year of this Agreement. This notice is irrevocable.

Eligible employees will be paid a service stipend of \$2,500. The employee will work with the Business Office to secure this payment in a manner which maximizes benefits under the IMRF System and to avoid payment by the Board of any penalty for the same.

This Retirement Program shall be in effect and available for retirements effective no later than June 30, 2018.

9.0 LEAVES

9.1 SICK LEAVE

Each full-time twelve (12) month employee shall be entitled to twelve (12) sick leave days per school year without loss of pay. Each full-time nine (9) or ten (10) month employee shall be entitled to ten (10) sick leave days per school year without loss of pay. Sick leave shall be interpreted to mean

personal illness, serious illness or death in the immediate family or household, or for birth, adoption or placement for adoption. Sick leave for birth is limited to 30 days, unless otherwise certified by a physician. The 30 days for birth must be used on consecutive workdays contiguous to the birth. Sick leave for adoption or placement for adoption is limited to 30 days. The immediate family or household for the purposes of this Article include parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, members of the household and partners in a legally recognized civil union. Unused sick leave may be accumulated to a maximum of 180 days for nine (9) or ten (10) month employees, and a twelve (12) month employee may accumulate a maximum of 240 days.

If any nine (9) or ten (10) month employee declares at the beginning of the school year they will retire at the end of the school year, the employee will be allowed to accrue up to 190 sick leave days. Unused sick leave above 180 days in the last year before declared retirement may be paid out at the time of retirement. The employee will request the payout in writing.

Employees may use available sick leave for disabilities due to pregnancy. After exhaustion of available sick leave, employees disabled due to pregnancy shall be granted unpaid leave up to a maximum of forty (40) working days. The Board may require evidence of proper use of sick leave and fitness to work as provided in Sections 24-5 and 24-6 of the Illinois School Code.

The Board may require, at Board expense, a doctor's certification for sick leave absences of less than three (3) days.

9.2 PERSONAL BUSINESS LEAVE

Full time employees will be allotted two (2) personal leave days per contract year. Part-time, twelve-month employees shall receive two (2) personal leave days which will be prorated based upon full-time equivalency. These days may be used for personal business, which cannot be conducted other than on a work day, or "major life events" (e.g., graduation, family wedding, activities related to a child's college attendance, birth of a grandchild, travel related to the same).

In the event of circumstances beyond the employee's control, the employee may request approval for use of one (1) additional personal leave day by submitting a written request to the Assistant Superintendent for Human Resources. The employee must provide the reason for requesting an additional personal leave day. Any such days approved will be deducted from available, accumulated sick leave. Full time employees may request, in writing, pre-approval for unpaid leave for circumstances beyond the employee's control or "major life events".

9.2.1 UNUSED PERSONAL DAYS

Unused personal leave days may be accumulated as part of a person's total sick leave.

9.2.2 REQUEST FOR PERSONAL LEAVE

Request for personal leave shall be submitted electronically to the employee's supervisor at least 48 hours prior to the date of the planned absence. In the event personal emergency

leave is needed, the employee's supervisor must be notified as soon as possible that the employee is unable to report to work,

9.2.3 DENIAL OF PERSONAL LEAVE

In the event a request for personal leave may be denied, the employee shall be granted a conference with the supervisor to discuss the denial of the request for personal leave. If the denial is not reversed, the person denying the request must submit a written reason explaining why the request is not applicable.

9.3 UNPAID LEAVE OF ABSENCE

9.3.1 UNPAID MEDICAL LEAVE

Any employee who has completed two (2) years of full-time employment may be granted up to 60 days of medical leave without pay after exhaustion of all paid leave of absence (sick, personal, vacation days) and Family Medical Leave entitlement. To be eligible for such leave, the employee must present doctor's verification of the need for such leave and secure approval of the Board of Education. While on such leave, the employee may continue health insurance coverage at the employee's sole expense.

9.3.2 UNPAID LEAVE FOR SCHOOL DISTRICT ACTIVITIES

An eligible employee may be granted a long-term unpaid leave for the purpose of substitute teaching in Batavia Public School or to participate in student teaching in Batavia Public Schools. The length of such leave will be determined by the employee and the immediate supervisor and requires the approval of the Board of Education. The granting or denial of such leave request will be non-precedential or subject to review through this Agreement's grievance procedure.

Access to health insurance, if available, during the term of the leave will be determined by the requirements of the District's health insurance plan and will be provided at the employee's sole expense

During the term of such leave, the employee will not accrue any benefits, including seniority, and salary placement advancement. However, upon return from such leave, the employee will experience no loss in benefits, salary placement, or seniority in effect at the time the leave began. The employee will be returned to a position for which he/she is qualified upon return from the leave but no necessarily to the position held at the time the leave began.

9.4 FAMILY AND MEDICAL LEAVE ACT

Eligible employees are entitled to twelve (12) work weeks of unpaid family and medical leave during a twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). Eligible employees are employed on a full time basis with at least 1250 hours of service

during the preceding twelve (12) months. Full-time paraprofessional employees are considered eligible for FMLA Leave. The method for determining the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs will be calculated based on a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Any other accrued paid leave, which qualifies under the Act, may be substituted at the District's option for all or the corresponding portion of an employee's leave entitlement under the Act. Similarly, if an employee requests paid leave for an FMLA qualifying purpose, the paid leave shall be counted against an employee's twelve (12) week FMLA leave entitlement.

FMLA may be used for the birth of a son or daughter; the adoption of a child and to care for such child; to care for a spouse, son, daughter, or parent who has a serious health condition; and a serious health condition that makes the employee unable to perform his/her job functions.

Upon request, eligible employees will receive information concerning the FMLA leave entitlement.

9.5 BEREAVEMENT

The Board shall grant members of the Bargaining Unit, who experience the death of a member of their immediate family or household, two (2) days of leave, per occurrence, in addition to sick and/or personal days to attend to family bereavement arrangements.

The Board may request documentation if more than one (1) bereavement request is made in a school year. Immediate family shall include parents, spouse, brothers, sisters, children (including step-children), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, and members of the employee's household.

9.6 HOLIDAYS

- A. Each 12 month employee shall be granted the day off with pay on each of the eleven (11) legal holidays designated on the annual school calendar adopted by the Board.
- B. Each 9 and 10 month employee shall be granted the day off with pay on each of the eight (8) legal holidays designated on the annual school calendar adopted by the Board.

9.7 VACATION DAYS

- A. Vacation days will be granted to full-time, twelve (12) month employees and to part-time twelve (12) month employees (prorated to full-time equivalency) under the following formula:
 - 1. Vacation Service Credit is earned on the basis of school years. Employees hired after July 1st but on or before December 31st will count that school

year as one (1) year of vacation service credit. Employees receive vacation service credit during that school year (accrued at .8333 days/month).

2. An employee, who moves to a position that qualifies for vacation leave, may request up to half of the vacation days they will accrue in a year after the first six months of work.
3. Vacation days will be granted to full-time, twelve (12)-month employees under the following conditions:
 - a. Vacation days accrue on July 1 of each year of qualified employment. The number of days accrued at that time will be based on the employees service credit as of the proceeding June 30:
 - i. Ten (10) vacation days for one (1) to four (4) years service credit.
 - ii. Fifteen (15) working days vacation for five (5) to fourteen (14) years of service credit.
 - iii. Twenty (20) working days of vacation for fifteen (15) or more years of service credit.
 - b. Employees who have accrued vacation days may request up to the number of days actually accrued. Request will be granted unless the request will leave the District without adequate staffing to meet educational needs. Vacation leave must be approved by the employee's immediate supervisor.

B. Holidays During Vacation Time

Vacation leave shall be figured on a working day basis. If a paid holiday occurs during the vacation leave, a vacation day will not be charged for the holiday.

C. Vacation Accumulation

Vacation days cannot be accumulated beyond 12/31 of the following fiscal year.

9.8 COURT/JURY DUTY

Employees will be compensated for a regular day of pay during those day(s) devoted to court/jury duty. In order to receive compensation, employees are required to attach the court/jury duty subpoena and documentation of any compensation received for court/jury duty service to their/a time sheet. Court duty is defined as the time the employee serves as a witness in a trial or has his or her deposition taken in any school related matter pending in court. Court/Jury duty remuneration, less mileage and meal expenses, shall be reimbursed to the District.

An employee shall give notice of pending court/jury duty to the District and the BESPA President no later than five (5) days prior to the employee serving.

The Board and the BESPA recognize that extended absence due to court/jury duty may cause the District to seek assistance to complete work normally done by a bargaining unit member.

In the case of an employee's absence, the District will seek the assistance of current bargaining unit members by way of temporary shift changes or temporary building assignment changes to complete the needed work.

If attempts to complete these work assignments fail, the District may explore other options through temporary agreements with the BESPA.

Each case will be examined individually.

10.0 TECHNICAL CLAUSES

10.1 NOTICE OF NEGOTIATIONS

Either the Association or the Board may initiate negotiations by delivery of written notice indicating readiness to negotiate. Within sixty(60) days thereafter, collective bargaining shall commence.

10.1.1 RATIFICATION PROCEDURES

When the negotiation teams reach tentative agreement, it will be reduced to writing and submitted to the Association for ratification within ten (10) working days. Following ratification by the Association it will be presented at the next scheduled School Board meeting for ratification.

10.1.2 DOCUMENT DISTRIBUTION

Within forty five (45) working days after the Agreement is signed, copies of the ratified Agreement shall be printed at the shared expense of the Employer and the Association and sent to all bargaining members. In addition, the employer shall provide no more than ten (10) extra copies of the Agreement to the Association without charge.

10.1.3 IMPASSE

It is agreed that the parties may jointly request the Federal Mediation and Conciliation Services (FMCS), if either party to this agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Educational Labor

Relations Board shall be notified. Each party shall pay for their own costs associated with mediation.

10.2 SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction after the exhaustion of any appeals, then the article, section, or clause shall be deleted from the Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

10.3 IMPASSE PROCEDURES

The procedures to be followed in the event of impasse shall be those required by section 12 of the Illinois Education Labor Relations Act. First consideration for mediation will be to use the Federal Mediation and Conciliation Services.

10.4 COMPLETE UNDERSTANDING

The terms and conditions set forth in this 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.

11.0 NO STRIKE

During the term of this agreement, neither the association nor its agents nor any employee for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board. The association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this article including their responsibility to remain at work during any interruption, which may be caused or initiated by others.

12.0 WAIVER AND ENTIRE AGREEMENT

The parties acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subjects or matters not removed by law from the area of the collective bargaining regarding the employees covered by this agreement and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are fully set forth in this agreement. During the term of this agreement, neither party shall be required to negotiate any subject which was a part of the negotiations leading to this agreement, whether or not the subject was ultimately included in this agreement; provided, however, any subject may be re-opened for negotiations upon agreement of both parties.

13.0 LABOR/MANAGEMENT RELATIONS

To advance ongoing communications and relations between the BESPAs, Administration and Board, a meeting shall be scheduled every other month beginning in October of each school year. The meeting will consist of representatives from each of the parties and will include a BESPAs officer and the Assistant Superintendent for Human Resources or designee. Either party may suggest agenda items up to twenty four (24) hours prior to the meeting. Topics are not limited except for grievances already filed.

Should the meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be reduced to writing, signed and appended to the Agreement. In some cases ratification by Association and Board may be necessary.

14.0 TERM OF AGREEMENT

This agreement shall be in effect from July 1, 2014 to June 30, 2018.

In witness whereof the parties have executed this Agreement by their duly authorized representations.

The salary schedule(s) shall be in effect for the term(s) of this Agreement.

DATE ADOPTED: _____

DATE ADOPTED: _____

For The Batavia Educational
Support Professional Assoc., IEA/NEA

For the Board Of Education,
Batavia Unit School District 101

(Signed) _____
President

(Signed) _____
President

(Signed) _____
Secretary

(Signed) _____
Secretary

APPENDIX

ATTACHMENT I

LETTER OF AGREEMENT

Reduction In Force

This letter pertains to Article 7.13 of the Negotiated Agreement between the Batavia Public School Board and the BESPA.

The Board and the BESPA agree to continue the practice of issuing all employees sixty (60) days notice in reduction in force situations. The exception to this practice would be a situation in which the job for which an employee was hired becomes non-existent. (Example: when an inclusion paraprofessional is hired for a specific student and then the student leaves the District.)

In the case of an employee's job becoming non-existent, the Board may give that employee thirty (30) days notice and will re-assign said employee to comparable duties until the end of that thirty (30) day notice.

ATTACHMENT II

LETTER OF AGREEMENT

Contracted Services

May, 2007

The following items reflect agreement between the Board and the BESPAs:

1. No BESPAs member will be terminated from employment in lieu of contract cleaning services.
2. Second shift elementary custodial positions and the Central Office Head Custodian position will be staffed by contract services following natural attrition, promotion, and/or re-assignment of BESPAs members.
3. The BESPAs will not be required to train any contract service employees.
4. The BESPAs will supply communication and direction to contract service employees.

Denise Teepe-Ott
President, Batavia Educational
Support Professional Association

Greg Romaneck
Director of Human Resources

ATTACHMENT III

MEMORANDUM OF AGREEMENT

THIS AGREEMENT is made by and between the BOARD OF EDUCATION OF BATAVIA SCHOOL DISTRICT NO. 101, KANE COUNTY, ILLINOIS (“BOARD”) and the BATAVIA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, IEA/NEA (“BESPA”), sometimes collective referred to as the Parties.

WHEREAS, BESPA is the exclusive bargaining agent for secretaries employed by the BOARD and;

WHEREAS, the BOARD decided to close the school district’s eight school buildings for portions of the summer beginning in summer 2014 and;

WHEREAS, this decision had an impact on building secretaries who worked through the summer and were considered 12-month employees and, as such, required impact bargaining between the BOARD and BESPA and;

WHEREAS, the BOARD and BESPA wish to memorialize their agreement resolving the issues raised by the impact of the decision.

NOW, THEREFORE, in consideration of the following promises and mutual agreements the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Formerly 12-month secretaries (now 220-day secretaries) will have until December 31, 2014, to use or be paid for vacation days accumulated by June 30, 2014. Secretaries can use some of their vacation days and be paid out for remaining days, but the decision and the notification of how the days are to be used or paid out must be made in a single notification to the Assistant Superintendent for Human Resources or designee.

2. 220-day secretaries will continue to be allowed to create a flexible work schedule with their principals during summer building closures and during the winter break days prior to Christmas Eve and after New Year's Day.

3. 220-day secretaries will not report to work during spring break.

4. 220-day secretaries will be paid for eight (8) holidays.

5. This Agreement sets forth all of the promises, agreements, terms, conditions, and understandings between the Parties relative to the subject matter hereof, and no other promises, agreements, or undertakings, either oral or written, expressed or implied, exist between the Parties.

IN WITNESS WHEREOF, the BOARD OF EDUCATION OF BATAVIA SCHOOL DISTRICT NO. 101, KANE COUNTY, ILLINOIS and the BATAVIA EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION, IEA/NEA, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates indicated below.

BATAVIA EDUCATIONAL SUPPORT
PERSONNEL ASSOCIATION,
IEA/NEA

SUPERINTENDENT OF
BATAVIA SCHOOL DISTRICT
NO. 101, KANE COUNTY, ILLINOIS

President

Superintendent

Date: _____

Date: _____

