

PARAPROFESSIONAL  
AGREEMENT  
BETWEEN THE BOARD OF EDUCATION  
OTTAWA ELEMENTARY SCHOOL DISTRICT 141  
AND  
OTTAWA ELEMENTARY EDUCATION SUPPORT  
PERSONNEL ASSOCIATION IEA-NEA

2014-2015, 2015-2016, 2016-2017, 2017-2018

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# PARAPROFESSIONAL AGREEMENT

## ARTICLE 1

### RECOGNITION

1.1 The Board of Education of District 141, LaSalle County, Illinois (hereinafter referred to as the "Employer" or the "Board" recognizes the Ottawa Elementary Education Support Personnel Association IEA-NEA (hereinafter referred to as the "Association") as the sole and exclusive bargaining representative for all full-time and regular part-time paraprofessionals (hereinafter referred to as the "Employee" or "Bargaining Unit Member" ) exclusive of substitutes, managerial, supervisory and confidential employees as defined by the Illinois Educational Labor Relations Act.

#### 1.2 TEMPORARY EMPLOYEE

Temporary employees shall be defined for the purposes of this Agreement as those who are hired for positions created after the beginning of the school year. Said positions shall expire no later than the end of the school year in which they were created.

Temporary employees shall be offered all of the benefits of this Contract EXCEPT that the provisions contained in the sections listed herein shall not pertain to them.

- a) Seniority 8.1
- b) Staff Development 6.10
- c) Transfer Request 7.1
- d) Layoff 8.2
- e) Recall 8.3

## ARTICLE 2

### GRIEVANCE PROCEDURE

A grievance shall be defined as any alleged violation of a specific section(s) of this Agreement.

2.1 In the event the Employee believes that there has been a violation of Agreement, the Employee shall present the grievance to the immediate superior within 15 calendar days of the date the Employee first knew or should have known of the a condition upon which the alleged grievance is based. The first step shall be informal.

2.2 If the grievance is not resolved informally, the grievant shall then submit the grievance in writing, on a mutually agreeable form, to the Superintendent of Schools. The parties shall meet as soon as possible to resolve the grievance. Within 15 calendar days after the grievance is submitted to the Superintendent, he/she shall render a decision in writing on the grievance. In Step 2.1 and 2.2, the grievant shall have right to association representation.

2.3 A grievant may proceed to Step 2.3 if Employee is not satisfied with the decision of the Superintendent within 15 calendar days of having received the Superintendent's decision. The grievant shall present the grievance to the School Board at the next regularly scheduled meeting of the Board. Within 15 calendar days of hearing the grievance, the School Board shall render a decision in writing on the grievance.

2.4 If the grievance is not satisfactorily resolved in Step 2.3, the grievance shall proceed to binding arbitration.

The Association shall submit to the Superintendent a written request on behalf of the Association and the grievant to enter into binding arbitration. This request must be submitted within twenty (20) days of receipt of the Step 2.3 answer. If the request for binding arbitration is not filed within said twenty (20) days, the grievance shall be deemed to have been waived.

#### Arbitration Proceedings

A. Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of seven (7) arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the Arbitrator. Expenses for the Arbitrator's services shall be borne equally by the School District and the Association.

B. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator, in his opinion, shall not amend or modify, nullify, ignore or add to the provision of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

#### 2.5 BYPASS

By mutual agreement, any step of the grievance procedure may be bypassed.

## 2.6 WAIVER/EXTENSION OF TIME LIMITS

By mutual agreement, any time limits may be waived or extended in any step of the grievance procedure.

## ARTICLE 3

### EMPLOYEE RIGHTS

#### 3.1 BREAK/LUNCH PERIOD

All Paraprofessionals shall be entitled to a 10 minute break for each 3 hours worked. All paraprofessionals shall be entitled to an unpaid duty free lunch period of not less than 30 minutes in each school day. The break shall be scheduled during a regular lunch period whenever possible. Employees may leave the building during their lunch period. The prior previous approval of the Principal is required to leave the building during break time.

#### 3.2 PAYDAYS

Salaries shall be paid in twenty-four (24) installments on the 1st and 16th of each month beginning in September. If the payday falls on a Saturday or Sunday, the checks will be issued on Friday and mailed at the end of that day or will be held (at the Employee's request) until Monday. However, if July 1st falls on a Saturday or Sunday, checks will be issued on Monday.

#### 3.4 PERSONNEL FILE

Any official personnel file shall be kept for each paraprofessional in the Superintendent's Office.

Paraprofessionals may inspect the contents of their personnel file by calling the Superintendent's Office and setting up an appointment to do so. Personnel files shall be inspected in the presence of an administrator or an employee designated by the Superintendent. A representative of the Association may, at the paraprofessional's request, accompany the paraprofessional at the review.

Paraprofessionals may request that items be removed from the file by appealing to the Superintendent in writing. Should the Superintendent refuse the request, the paraprofessional will be permitted to file an attachment to any of the documents to which the paraprofessional objects.

The paraprofessional has the right to copy material, at cost.

### 3.5 PAID HOLIDAYS

The following days shall be considered regular paid holidays: Labor Day, Columbus Day, Veteran's Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day, Lincoln's Birthday or President's Day, Casimir Pulaski Day, Dr. Martin Luther King's Birthday, and Memorial Day provided school is not in session. A Paraprofessional must have worked the last working day before and after the holiday in order to qualify for the holiday pay. All teaching assistants shall not receive a birthday holiday (beginning September 1, 2011).

In the event that school is in session on any of the above holidays the paraprofessionals are guaranteed either time off on a date(s) to be determined by the superintendent or employees will be paid for those holidays they are required to work. In no instance shall holiday pay exceed 13 days in any calendar year.

### 3.6 JOB DESCRIPTION

A job description for each paraprofessional position shall be developed and available for employees.

## ARTICLE 4

### ASSOCIATION RIGHTS

#### 4.1 NAMES AND ADDRESSES - NEW EMPLOYEES

Names and addresses of newly hired paraprofessionals shall be provided to the association within fourteen (14) days after their first day of employment.

#### 4.2 ASSOCIATION LEAVE

In the event that the Association desires to send representatives to local, state or national conferences or on other 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). The aggregate number of days shall not exceed 5 days for such purposes in any school term.

Written request for such leave must be submitted to the Superintendent at least 3 working days prior to the date(s) requested.

#### 4.3 ASSOCIATION RIGHTS - EXCLUSIVE

The Board agrees not to negotiate with any competing employee organization during the duration of this contract.

#### 4.4 ASSOCIATION PARTICIPATION - EMPLOYEE SUSPENSION, DEMOTION, DISCHARGE

Any employee being charged with misconduct, neglect or a violation which may lead to his/her suspension, demotion, or discharge shall have the right to be represented by the Association in any meeting conducted by the Board or Administration with such Employee regarding such charge. Prior to scheduling any such meeting or hearing, the Employee will be given reasonable notice of the nature of the charge.

Before any action is taken against the employee, Administration shall initiate the following steps:

1. Verbal warning with documentation. A copy of said documentation shall be given to the employee within 24 hours. With no reoccurrence, the verbal warning will be removed from the employee's file after two (2) calendar years.
2. Written warning and/or a written remediation plan included. With no reoccurrence the written warning with remediation plan shall be removed from the employee's file after two calendar years.

The District shall follow progressive disciplinary action as outlined. However, the District reserves the right to impose a level of discipline appropriate to the conduct at issue for serious offenses without regard to whether prior less serious disciplinary action have ever been taken.

#### 4.5 INTERSCHOOL MAIL/NOTICES

The Association may use the District's Interschool Mail service for communicating with bargaining unit members.

The Association shall have the right to post notices of activities and matters of association concern on a designated bulletin board in each building.

Paraprofessionals will have a folder setup in the district e-mail account.

#### 4.6 FAIR SHARE

A. All bargaining unit members who elect not to join the Association shall, as a condition of their employment, pay a fair share fee to the Association for the cost of the collective bargaining process and contract administration in pursuing matters affecting wages, hours, and other conditions of employment. The amount of such fair share fee shall not exceed the amount of dues uniformly required of members of the Association.

B. In the event that the Bargaining Unit Member does not pay his/her fair share fee directly to the Association within the thirty (30) day period described in A, the date as established by the Board shall deduct the fair share fee from the wages of the non-member, in the same manner as deductions are made for Association members.

C. Such fee shall be paid to the Association by the Board no later than ten (10) calendar days following deduction.

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

- 1) The Employer 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 Employer 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.

E. The Association agrees that in any action so defended it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as direct consequence of the Employer's compliance with this Article.

- 1) It is expressly understood that this save 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.
- 2) The obligation to pay a fair share fee will not apply to any Employee who objects to the payment of a fair share fee in accordance with the Rules and Regulations of the Illinois Educational Labor Relations Board.

#### 4.7 DUES

A. All dues deducted by the Board shall be remitted to the Treasurer of the Association no later than ten (10) days after such deductions are made.

B. If a member resigns from the employment of the Board prior to termination of the effective period of the current authorization, the Board shall deduct the dues for the month in which his/her resignation takes place from the employee's last check.

C. Upon processing dues, a monthly dues check off form with names and amounts will be sent to the Association Treasurer with remitted money.

D. The Association agrees to indemnify and hold harmless the employer from any liability under and/or costs associated with any and all claims, demands or suits arising out of the employer's compliance with this Section 4.7, including the costs of defense of such action.



## ARTICLE 5

### BOARD AUTHORITY

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

The determination and administration of school policy, the operation and management of the schools and the direction of Employees are vested exclusively with the Board. It is the duty of all Employees to carry the policies and regulations as stipulated by the Board so long as they do not conflict with terms of this Agreement. The decision of the Board in matters pertaining to the determination and administration of school policy, the operation and management of the schools and the direction of employees shall be final.

## ARTICLE 6

### WORKING CONDITIONS

#### 6.1 WORK YEAR

All paraprofessionals shall be scheduled to report for work for 179 days. Upon mutual agreement of the principal and paraprofessionals before the new school year begins, up to an additional five days of job related work may be scheduled (registration is included in the five days). This shall be done by seniority for each building. In the case that the most senior paraprofessionals choose not to work, the least senior paraprofessionals shall work upon principal discretion.

#### 6.2 MEDICATION

Paraprofessionals shall not be required to dispense medication to pupils. Paraprofessionals shall not be required to perform any invasive medical procedures and/or any procedure requiring a medical degree or medical training. However, no school employee is prohibited from providing emergency assistance to students.

#### 6.3 UNSAFE OR HAZARDOUS CONDITIONS

The Board shall endeavor to provide a safe, hazard free environment in which to work. No employee shall be required to enter a building alone or to be left alone in a building.

6.4 Nothing in this Article shall require any Employee to report for work when the schools or school offices are officially closed by the Superintendent.

#### 6.5 EARLY DISMISSAL

On days before holidays or breaks, or early dismissal, or early dismissal due to inclement weather, also the last day of student attendance, paraprofessionals shall be allowed to leave at the same time as the professional certified teaching staff is allowed to leave.

#### 6.6 WORK DAY

Beginning new school year 2011-12, all paraprofessionals will work the same amount of hours per building (i.e. 7 hours elementary, 7.5 hours middle school). Paraprofessionals specifically directed by the principal to participate in activities beyond the employees' normal working day shall be compensated for such time at their regular rate of pay. If the work week exceeds 40 hours the rate will be time and one half.

## 6.7 SALARY

All paraprofessionals shall be paid in accordance with SALARY SCHEDULE (See Appendix A). All paraprofessionals will be given a verification sheet telling hourly wage (step), hours worked per day, holidays, and yearly total pay, with the first pay check of the new contract year.

## 6.8 SALARY - PREVIOUS EXPERIENCE

Paraprofessionals shall be given up to 5 years experience on the salary schedule for appropriate prior experience provided such experience has been within the last 10 years.

## 6.9 RETIREMENT BONUS

Any paraprofessional who at least 55 years of age at retirement and has completed 10 or more years of service in the District shall be eligible for one of two retirement options (not both).

### Option One:

Any paraprofessional who is at least 55 years of age at retirement and has completed 10 or more years of service in the District shall be granted a one time 6% increase in credible earnings to be distributed over a 12 month period. Eligible employees shall notify the superintendent in writing of their intention to retire by June 1<sup>st</sup> of the year previous to their retirement year. If for any reason the employees IMRF credible earnings would increase by more than 6% in any 12 month period during the term of this agreement, that employee shall only receive the maximum increase allowed under this provision to avoid IMRF penalty.

### Option Two:

Any paraprofessional who is at least 55 years of age at retirement and has completed 10 or more years of service in the District shall be granted a sum of \$3,800 to be paid no sooner than 60 calendar days and no later than 90 calendar days after retirement. In order to be eligible for this bonus option, the paraprofessional must notify the Board at least 45 calendar days in advance to be eligible. Said payment shall not constitute IMRF earnings thereby triggering a penalty for the employer.

Eligibility for this benefit (Option Two \$3,800) will expire with the expiration of the Collective Bargaining Agreement on June 30, 2018, and will not be considered existing contract language or past practice for purposes for successor contract bargaining.

## 6.10 STAFF DEVELOPMENT

A paraprofessional selected by the Association shall serve on the Professional Growth Steering Committee.

## 6.11 MILEAGE

Paraprofessionals who use her/his personal vehicle when on approved business or when traveling from one work site to another, shall be reimbursed for such travel at the current district rate.

## ARTICLE 7

### TRANSFERS/VACANCIES/ASSIGNMENTS

#### 7.1 TRANSFER REQUESTS

Each year, in which a position is available, the Superintendent shall survey the employees to determine if any current employees desire to be considered for transfer. Interested paraprofessionals may apply in writing to the Superintendent or designee within a ten (10) day posting period. Receipt of request for transfer shall be acknowledged by the employer within five (5) working days. All regular paraprofessionals shall have the right to apply for vacancies occurring within the district. A vacancy shall be defined as a newly created position or a present position that is not filled. The internal applicants shall be notified within 3 days of the decision being made to give the position to someone else.

#### 7.2 VACANCIES

Should a vacancy occur during the school year, notice of said vacancy shall be posted on appropriate employee bulletin boards in each building for five (5) days. Each applicant shall be notified in writing of the decision as to whether or not the applicant has been selected to fill a posted position. Should any new position become available during summer vacation, notice of said vacancy shall be sent to the association president. In addition, current regular paraprofessionals, paraprofessionals on leave, and former Temporary Employees who have been honorably discharged within the past year shall be sent a notice by U.S. mail to the last known address of each bargaining unit member. It is the employees' responsibility to leave their current name and address with the main office. Summer postings shall be for a period of three (3) calendar days. Such postings shall contain the following information (by way of example only and not by way of limitation):

- 1 Location of Work
2. Type of Position
3. Minimum Requirement for the position
  - a. 30 Hour Requirement or
  - b. Special Education Requirement

#### 7.3 ASSIGNMENTS

Assignments of paraprofessionals shall be made by June 1, whenever possible, when changes in assignments are made after June 1, the Employee shall be consulted prior to the reassignment. Assignment of paraprofessionals is the sole responsibility of the Board and is not subject to the grievance procedure.

## 7.4 EVALUATIONS

Evaluations shall be completed by May 15th. During the first three (3) years of employment, paraprofessionals shall be evaluated annually. Beginning with the 4<sup>th</sup> year of employment, paraprofessionals shall be evaluated no less than every other year. The District reserves the right to conduct more frequent evaluations than stated above as determined necessary by the District.

## 7.5 USED AS SUBSTITUTE

No paraprofessional shall be assigned as a substitute teacher except on an emergency basis. If the paraprofessional is properly certified he/she may be assigned as a substitute teacher and be paid the difference between the paraprofessionals hourly wage and the substitute teacher hourly wage.

# ARTICLE 8

## SENIORITY/LAYOFF/RECALL

### 8.1 SENIORITY LIST

Seniority shall be defined as the length of service within the District as a member of the Bargaining Unit. Accumulation of seniority shall begin from the Employee's date of hire. In the event that more than one individual Employee has the same date of hire, position on the seniority list shall be determined by drawing lots.

Each paraprofessional shall be provided with an individual updated seniority list by the end of September. The seniority list shall identify both the names of the currently employed paraprofessionals and their respective dates of hire.

### 8.2 LAYOFF

A. Layoff shall be defined as a reduction in the work force beyond normal attrition.

B. No Employee shall be laid off pursuant to a reduction in the work force unless the Employee shall have been notified of said layoff at least sixty (60) days prior to the effective date of the layoff. In the event of a reduction in work force, the Employer shall first lay off the Employee with the least seniority. In no case shall a new Employee be employed by the Employer while there are laid off Employees still subject to recall and who are qualified for the position filled by the new employee.

## C. REDUCTION OF WORK HOURS

There shall be no reduction in the normal Work hours provided for any Employee or position without prior consultation with the Association. In the event of a reduction in the work hours, an Employee with the greater seniority may bump the person with the lowest seniority who has the same number of hours. In no case shall a reduction of any Employee's work hours take effect until five (5) working days after written notice to the affected Employee(s) is given by the Employer.

## 8.3 RECALL

### A. RECALL RIGHTS AND PROCEDURES

Laid off Employees shall be recalled in order of seniority with the most senior being recalled first. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the Employer's records. The recall notice shall state the time and date on which the Employee is to report back to work. Laid off employees shall be subject to and eligible for recall for a period of one calendar year from the beginning of the following school term.

### B. EMPLOYEE'S OBLIGATION TO RESPOND TO CALL

It shall be the Employee's responsibility to keep the Employer notified as to his/her current mailing address. A recalled Employee shall be given fifteen (15) calendar days from the date of notice to report to work. Employees recalled to full-time work for which they are qualified are obligated to take said work. An Employee who declines recall to full-time work for which he/she is qualified shall forfeit all future employment rights. Employees on layoff shall maintain seniority during the period of such layoff.

## 8.4 Loss of One-on-One Paraprofessional Position

All full-time paraprofessionals who are involuntarily moved from a classroom paraprofessionals position to a one-on-one paraprofessional position and who lose their assigned student or are otherwise displaced for reasons beyond their control during the regular school year will be maintained until the close of the current school year. Due consideration will be given for new positions that may develop and recall will be done on the basis of seniority.

A current list of displaced full-time and regular part-time one-on-one paraprofessionals shall be maintained in order of displacement by the District.

## ARTICLE 9

### LEAVES OF ABSENCE

#### 9.1 SICK LEAVE/PERSONAL LEAVE

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family. Immediate family is defined as parent, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, aunts, uncles, domestic partners and fiancés/fiancées.

Employees may use sick days in the following fashion:

- 1) Sick Leave - any portion of the days may be used for sickness.
- 2) Unrestricted Personal Leave - up to three (3) days of the fifteen (15) days (or pro-rated number) granted any one school year may be used for Personal Leave. Personal Leave is defined as that of a nature which cannot be conducted on any other than a school day. The following guidelines shall be in effect regarding use of Personal Leave.
- 3) Bereavement Leave - Paraprofessionals may take bereavement leave for immediate family, as defined by the Illinois School Code. Duration of the leave shall be up to 10 days in a single calendar year. The parties agree that the benefit shall be used in a responsible manner.

a. All employees are entitled to fifteen (15) days of sick leave yearly. Employees beginning employment after the beginning of the school year shall have those benefits pro-rated. These days are earned at the rate of one and one half (1.5) days per month, but all days shall be available to the employee at the beginning of the year. Unused sick and personal days will have an unlimited accumulation.

In addition, a request MUST be submitted in writing, on the designed form, to the employee's supervisor at least 48 hours in advance.

Further, should unrestricted leave requests exceed available substitutes, some such leaves may be denied. Denials will be determined on the basis of the date such requests were received by the Administration.

b. Leave may be taken under the Illinois Visitation Rights Act to attend school conferences or classroom activities related to the employee's child if the conference/activity cannot be scheduled during non-work hours. Such leave shall be unpaid, is limited to eight hours per school year and no more than four hours on any given day. In addition, in order to be eligible for such leave, the employee requesting the same must comply with the notice provisions of the Act, provide verification when requested in accordance with the Act, and must have also exhausted all accrued vacation leave, personal leave, or other available leave except sick and/or disability leave. If more than a half-day is required for a school activity, it must be taken under the "unrestricted day" category.

3. Physician's Certificate - The Board of Education may require a physician's certificate as a basis for pay during leave after an absence of 3 days for personal illness, or as it may deem necessary in other cases.



## 9.2 SICK LEAVE BANK

A sick leave bank shall be established to provide sick leave benefits to Educational Support Personnel (non-certificated employees) who incur a prolonged illness or injury. Any member of the Educational Support Personnel staff may be a member of the sick leave bank, so long as they enroll within 10 days of their initial employment with the school district. Each member initially enrolling in the bank shall donate 2 days sick leave to the bank. Additional day(s) will be donated any time the bank falls below 100 days.

A member withdrawing from membership in the bank shall not have any contributed days refunded.

Membership in the bank is automatically terminated upon effective dates of resignation, retirement, dismissal or a leave of absence. Persons rejoining the staff will be assessed only the current year's donated day(s), if any.

The first 20 days of absence shall not be covered by the bank, but must be covered by the member's own accumulated sick leave, or absence without pay. A member shall not be eligible to draw on the bank until the member has depleted all accumulated sick leave days. Following the 20th day of absence, or the expenditure of accumulated leave days as indicated above, whichever is later, a member may apply for use of the sick leave bank. A maximum of 60 days from the sick leave bank may be used during any one school year by any member for a single illness or injury. Such days of absence need not be continuous.

No member shall draw upon the sick leave bank in two successive years, unless they shall render service for at least 60 school days prior to the drawing from the bank the second year.

Members withdrawing such leave days from the bank shall not be required to repay those days. A member shall be entitled to draw from the bank provided that the member is personally ill or injured, or submits a physician's certificate that the member's absence is necessary due to the illness of a member of the immediate family as defined in the School Code of Illinois. Members on FMLA Leave or Workman's Compensation shall not be eligible for sick bank coverage. Complications from FMLA Leave may be covered by the Bank, if recommended by the review committee and approved by the Board of Education.

Applications for sick bank coverage are to be submitted to the Superintendent for review by the special committee, comprised of four Educational Support Personnel (one selected by each Association and one selected by the non-affiliated members) and an administrator. If the administration declines, the committee will be comprised of the four Educational Support Personnel. Applications shall state the cause for the absence and expected dates of the leave. The applications shall be accompanied by a note from the attending physician which clearly confirms the illness and the expected recovery period. It will be the member's responsibility to prove an elective surgery could not be taken care of incorporating vacation time or during summer break. The committee may demand a second evaluation by another physician before determining the status of the application.

The employee shall be responsible for authenticating the claim of illness or injury and the committee shall be responsible for ascertaining the eligibility of the employee to draw on the bank. The decisions of the committee shall be final and not subject to the grievance and/or

arbitration procedure. Neither the employees nor the Association shall hold the Board or its officials and employees, including but not limited to the Superintendent and the other members of the sick leave bank committee, liable for any decisions made by the committee. The Association and the employees agree to hold harmless and indemnify the Board and its officials or employees, including but not limited to the Superintendent and the other members of the sick leave bank committee, from and against any claims, damages, or legal actions regarding decisions by the committee and/or arising out of or related to the sick leave bank.

All paraprofessionals shall be notified if they are a member in the Sick Bank on the annual salary announcement sent to each employee in the fall of the year.

By September 30th of each year, the President of the Association shall receive from the Superintendent a listing of how many days are in the Sick Bank and who is in the Sick Bank. The President of the Association shall receive an update each time the sick bank is used.

### 9.3 PROFESSIONAL GROWTH DAYS

Professional leave days may be granted with pay for the purpose of improving the educational opportunities for children or staff of District 141. These opportunities include workshops, seminars, meetings, conferences, conventions, observations and similar professional improvement sessions associated with recognized local, state, regional or national educational or educationally related organizations excluding IEA, NEA or similar organizations. Reimbursement for such approved leaves shall be in accordance with district rules.

### 9.4 SABBATICAL LEAVE

The Board may grant a one (1) year leave of absence for the purpose of advance study. A written application for such leave must be on file or postmarked on or before March 1, prior to the beginning of the school year in which the leave is desired. A written statement of intent to return must be on file or postmarked on or before March 1, preceding the beginning of the school year in which the Employee is scheduled to return to work. Failure to meet this deadline shall forfeit eligibility to return under this Agreement. Salary schedule credit shall be frozen while on leave. No compensation, including salary and/or benefits, shall be paid while on leave. An employee on a sabbatical leave may elect to continue in the District's insurance plan provided the employee makes arrangements to pay the full cost for participation in the plan.

### 9.5 MEDICAL LEAVE

The Board of Education may grant up to one (1) year for medical leave. A medical leave shall start on the day arranged by parties involved. For purposes of this section, maternity shall not be considered as medical.

A written statement of intent to return, accompanied by a physician's certificate, shall be received by the Superintendent before an employee's return shall be considered. Salary schedule position shall be frozen while on leave. No compensation, including salary and/or benefits, shall be paid while on leave. An employee on a medical leave may elect to continue in the District's insurance plan provided the employee makes arrangements to pay the full cost for participation in the plan.

## 9.6 FMLA/NATURAL BIRTH/ADOPTION LEAVE

Employees eligible under the Family and Medical Leave Act (FMLA) shall be allowed to take up to twelve work weeks of leave per year for the reasons allowed by the Act, including but not necessarily limited to, the birth/care of a child and the placement of a child with the employee for adoption or foster care. Requests for such leave shall be made in accordance with the Act, the requirements and rights set forth in the Act, including those concerning benefits while on approved leave, use of paid time off during such leave and return to work following such leave except that Sick Bank coverage shall not be available in connection with a leave taken under this Section. For purposes of determining the one-year period in which the twelve weeks of leave may be taken, the one year period shall be measured from the date on when an employee's first FMLA leave begins.

## 9.7 UNPAID LEAVE

An employee may request and the Board retains the right to grant an unpaid leave of absence beyond the leaves specified in this contract. The duration of, requirement for return from, and placement upon return from such leave shall be by mutual agreement of the parties. Such leave shall be unpaid and no benefits shall be provided during the period of such leave. An employee may, if they elect, choose to remain on the District's insurance plan during such leave provided that they employee makes appropriate arrangements to pay the entire cost of such coverage for the duration of the leave.

Upon return from such leave, the Employee shall resume the duties performed by him/her prior to the commencement of the leave, or such other duties as the Superintendent shall assign to him/her, based upon his/her sole judgment of the best interest of the school district.

An Employee on such leave shall not accrue sick leave days for the period of the leave nor be allowed to use the sick bank for such days. No seniority is accrued for leave in excess of one year. Employees granted extended leave shall have their hire on date moved down by one (1) month or portion thereof, for each month that the extended leave exceeds one (1) year.

During the period of the leave, the Employee's insurance premium shall not be paid by the District, except to the extent covered by the Federal Family Medical Leave Act provisions. The Employee may continue such insurance coverage in effect at his/her option, however, provided further, that he/she pays to the District the full share of the premium cost for the period of time on leave.

An Employee shall be advanced on the salary schedule notwithstanding the fact that he/she was on leave, provided: 1) that he/she qualified in all other respects for such advancement, and 2) that he/she was present and actively engaged in the performance of his/her duties for not less than one half of the total number of days during the school year in which the leave began.

## 9.8 VACATION LEAVE

Paraprofessionals shall not take non-educational leave nor be away without approved leave during the time that they have contractual obligations to the school district.

However, it is the intent of the Board to allow for reasonable amounts of time during the school year in which teaching assistants may elect to be away on non-paid vacation leaves. Request for periodic unpaid leaves of up to a total of 7 work days for a vacation, to accompany a spouse on a business conference/convention or to take advantage of an unusual or extraordinary travel experience will be considered under the following guidelines and procedures.

- A) The paraprofessional must make such a request in writing at least 2 weeks before the occasion. This time deadline may be waived by the Superintendent, if he believes that extenuating circumstances prevail.
- B) The request must be presented to the building principal for signature. (The signature indicates only that the principal has seen the request, not that he/she necessarily concurs with it.) The principal may feel free to attach any comments he/she wishes to the letter for consideration by the Superintendent, but it is not mandatory that he/she does so.
- C) The transmittal of the letter to the Superintendent's office shall be the responsibility of the paraprofessional making the request.
- D) The letter shall contain the specific date(s) requested and purpose of the leave.
- E) The Superintendent shall review the case and respond in writing to the paraprofessional as soon as practical. The Superintendent's decision as to whether or not the request will be granted shall be based on the following criteria:
  - 1. The overall work record of the paraprofessional for the current and previous school year shall be the prime determinants in approving or disapproving the leave.
    - a. Further, the previous year's work record must show that the paraprofessional total absences from sick/personal/dock days did not exceed 15 days.
  - 2. Generally, no more than 3 individuals will be considered for such leave at any one time to avoid problems of obtaining substitutes.
  - 3. The proposed leave must not conflict with Parent Conferences, the first or last week of school, or other significant school activities, in which the paraprofessional is expected to participate.
  - 4. The Superintendent's decision as to whether or not the vacation is granted is final and not subject to the grievance procedure.
- F) Violations of the vacation policy shall be handled in the following manner:
  - 1. First violation shall result in a written reprimand to the paraprofessional, which states that if the situation is not corrected or if it persists, dismissal is warranted.
  - 2. A subsequent violation shall result in a recommendation by the Superintendent to the Board, that the paraprofessional be dismissed.

## ARTICLE 10

### NO STRIKE PROVISION

10.1 The Association will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slow down of any kind for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations.

The Employer agrees that it will not lock out its Employees during the term of this Agreement.

## ARTICLE 11

### MEDICAL LIFE INSURANCE PROGRAM

11.1 Employees who work a minimum of six (6) hours per day totaling 30 hours per week are eligible to participate in the District's program for health/life insurance.

11.2 The board shall negotiate with the Association on selecting and maintaining a program of Medical/Life insurance for paraprofessionals. An insurance committee composed of a cross section of the employee groups and a Board designee shall be established to investigate the District's insurance plan and make recommendations to the Board of Education.

11.3 In the first year of the contract, the Board will pay up to 50% of the cost of Full- Family coverage (based on the cost of the lowest deductible) on behalf of any full-time paraprofessional eligible and participating in the insurance program. In subsequent years, the dollar figure shall be no less than the first year of the contract. The Board shall pro-rate the premium amount for eligible employees who work less than seven (7) hours per day.

Any difference in cost between the Board contributions and the actual cost of the policy shall be borne by the Employee and said difference shall be deducted from the Employee's paycheck via the guidelines established for payroll deductions.

11.4 The Board shall provide insurance benefits equal to the coverage currently in force for all other District employee groups at the time this Agreement is signed.

11.5 The Board will offer multiple deductible options for Family/Dependent coverage. In addition, employees paying district health insurance premiums may elect to have those premiums sheltered through a plan approved and administered by the District.

11.6 If husband and wife are eligible for Board contribution for insurance they shall be carried as a Family Plan with the Board paying the entire premium. The dependent's spouse will receive \$10,000 in Life Insurance coverage. In the event one spouse leaves the employ of the district, the remaining spouse is guaranteed coverage under the terms of the policy.

11.7 Any eligible and participating paraprofessional who retires at age 58 or after, and has been an employee of District 141 for at least 10 years prior to retirement is eligible to have a monthly insurance premium of \$275 paid by the Board of Education. The contribution for the retiree will only be in effect at the time of retirement continued until age 65 or Medicare eligible, at which time the retiree must assume all obligations for any insurance premiums.

Any eligible and participating paraprofessional who retires at age 60 or after, and has been an employee of District 141 for at least 10 years prior to retirement is eligible to have a monthly insurance premium of \$350 paid by the Board of Education. The contribution for the retiree will only be in effect at the time of retirement continued until age 65 or Medicare eligible, at which time the retiree must assume all obligations for any insurance premiums.

11.8 Should a retired paraprofessional participating in the district program insure a spouse and the retiree dies, the spouse is entitled to continue coverage, at their own expense in accordance with the provisions of C.O.B.R.A.

11.9 Paraprofessionals whose medical expense coverage would otherwise end because of termination of employment may elect to continue the coverage at their own expense, provided they meet and follow all the provisions of C.O.B.R.A.

## ARTICLE 12

### EFFECT OF AGREEMENT

#### 12.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

#### 12.2 CONTRACTUAL AMENDMENTS

This Agreement shall constitute a binding obligation of both the Employer and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in a written and signed amendment to this Agreement.

#### 12.3 SAVINGS CLAUSE

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

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

ARTICLE 13

DURATION OF AGREEMENT

13.1 This Agreement shall be effective on the first Employee work day of the 2014-2015 school term and shall continue in effect until 11:59 p.m. on the day preceding the first Employee work day of the 2018-2019 school term.

EDUCATION ASSOCIATION

BOARD OF EDUCATION

BY: \_\_\_\_\_  
PRESIDENT

BY: \_\_\_\_\_  
PRESIDENT

BY: \_\_\_\_\_  
TREASURER

BY: \_\_\_\_\_  
SECRETARY

BY: \_\_\_\_\_  
CHAIRPERSON  
NEGOTIATING COMMITTEE

DATE: \_\_\_\_\_

This Agreement is signed this 16<sup>th</sup> day of December, 2014



APPENDIX A  
SALARY SCHEDULE

Step	2014-2015	2015-2016	2016-2017	2017-2018
0	10.64	10.70	10.80	10.94
1	11.04	11.10	11.21	11.35
2	11.49	11.54	11.66	11.81
3	11.98	12.04	12.16	12.31
4	12.44	12.50	12.63	12.79
5	12.93	13.00	13.13	13.29
6	13.47	13.53	13.67	13.84
7	13.99	14.06	14.20	14.38
8	14.56	14.64	14.78	14.97
9	15.15	15.22	15.37	15.57
10	15.74	15.82	15.98	16.17
11	16.34	16.42	16.59	16.79
12	17.03	17.12	17.29	17.51
13	17.70	17.79	17.96	18.19
14	18.42	18.51	18.70	18.93
15	19.15	19.24	19.43	19.68
16	19.91	20.01	20.21	20.46
17	20.13	20.23	20.43	20.69
18	20.49	20.59	20.80	21.06
19	20.78	20.89	21.10	21.36
20	21.12	21.22	21.43	21.70
**21	21.44	21.54	21.76	22.03
22	21.76	21.87	22.09	22.36

NOTE: 1. Paraprofessionals who have an Associate Degree shall receive a 7% stipend added to their hourly wage. Teaching Assistants who were awarded a 7% stipend added to their hourly wages due to additional coursework between the year 2000-2003 will continue to receive that stipend for the length of their continuous employment with the District.

2. Paraprofessionals who have a Bachelor Degree shall receive a 15% stipend added to their hourly wage.

3. Paraprofessionals who work in the district's hearing impaired program shall receive the following stipend added to their hourly wage upon level certification. The certification is call sign language certification, endorsed by the ISBE (see payment method below).

3.0 – 3.499 – Initial level 10%

3.5 – 4.499 – Standard Level 12.5%

4.5 and beyond 15%

No reimbursement for classes and/or certification test(s).

4. Paraprofessional bargaining unit members on Step 22 and every year after of the wage schedule will receive a noncumulative bonus of \$400 a year.

***\*\*An hourly salary rate has been added for step 21 beginning in FY14.***