

PROFESSIONAL AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF

SCHOOL DISTRICT NO. 206

COOK COUNTY, ILLINOIS

AND

THE PARAPROFESSIONAL ASSOCIATION

OF DISTRICT 206

FOR

SCHOOL YEARS

2007-2008

2008-2009

2009-2010

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Preamble

The Agreement, between the Board of Education, Bloom Township High School District #206, Cook County, Illinois, and the Paraprofessional Association of District 206 incorporates a number of understandings which derive from the parties' mutual beliefs that each employee is entitled to know the terms and conditions of their employment, that the parties recognize the importance of orderly, just and expeditious resolution of disputes which may arise.

Article I – Recognition

- 1.1 The Board of Education of School District Number 206, Cook County, Illinois, hereinafter referred to as the “Board”, recognizes the Paraprofessional Association of District 206, an affiliate of the Illinois Education Association and National Education Association, hereinafter referred to as the “Association” as the sole and exclusive bargaining agent for all full-time regularly employed paraprofessional staff members and all In-School Suspension supervisors hereinafter referred to as “employees”.
- 1.2 The Board agrees not to negotiate or to consult with any other employees' organization, individual employee, or group of employees as defined in 1.1 above, with regard to negotiable items as defined by law, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement.

Article II – Association Rights

2.1 Fair Share Agreement

A. Fair Share Requirements

1. Each bargaining unit member, as a condition for his/her employment, on or before thirty (30) days from the date of commencement of duties, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the bargaining unit member 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-member in the same manner as deductions are made for the Association members.
3. Such fee shall be paid to the Association by the Board no later than (10) days following deduction, except as may be otherwise required by Illinois statute relative to monies deducted from an individual with bona fide religious objections.

- B. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Section, 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.
- C. 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 court or administrative agency as a direct consequence of the Employer's compliance with this Article.
- D. The Board retains the option to be represented by its own general counsel or that of its Errors and Omissions insurance carrier. In that case, the Board shall first recover all monies provided in its Errors and Omissions insurance policy. The Association shall be obligated only to reimburse the Board of any costs- -whether or defense or for damages- -not recovered by the Board through such insurance.

In the event the Board exercises this option, the conditions enumerated in subsections B1 and B2 above shall apply to both the Association and the Board. The Association shall retain the right to challenge the validity of any charges imposed by such attorney not directly employed by the Association.

E. Exception

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other forms 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 Section. Nor will this save harmless provision apply if any attorney retained by the Board shall fail to vigorously defend, or cooperate in the defense of, all provisions of this Fair Share Agreement.

2.2 School Facilities

The Association shall have access to the use of school buildings for meetings to the extent that such use does not adversely affect or interfere with school programs, and subject to the approval of the principal or his designee. The Association shall also have access to the use of employee mailboxes, inter-school mail, school bulletin boards, and the District computers, network and e-mail system for the purpose of internal communication.

- 2.3 Written notice of all regular and special meetings of the Board together with a copy of the agenda or statement or purpose of each meeting shall be made available to the Association president or designee at least 24 hours prior to the scheduled time of the meeting.
- 2.4 The Association shall be furnished on written request the annual financial statement and adopted budget. The Board of Education will comply with the Freedom of Information Act.
- 2.5 The Board shall be responsible for printing the final Agreement and shall provide the Association with ten (10) copies for its use. The Board shall also provide a copy to each employee covered by this Agreement.

The cost of printing the Agreement shall be shared equally between the Association and the Board of Education.

Article III – Employee Rights

3.1 Employee Discipline

A. Any discipline resulting in termination, demotion or suspension without pay shall be for just cause and proceeded by written notification of the concerns which, if not rectified, may result in such discipline. Such written notification shall be presented to the employee in a conference with his/her supervisor and any other appropriate administrator. A remediation plan will be developed jointly between the employee, his/her supervisor and the Association. The content and the duration of the remediation plan will be determined by agreement between the employee, the supervisor and the Association. In no case shall an employee be given fewer than forty-five (45) working days to remediate except in cases of irremediable conduct.

- 3.2 When the employee is required to appear before the Board or the Administration concerning a matter which is known at the time to adversely affect his/her employment, the employee shall be entitled to have a representative of the Association present.

Furthermore, when an employee is required to appear before the Board or Administration he/she shall be advised in writing of the reasons for the requirement at least 24 hours before the required appearance. Nothing herein shall permit an employee to refuse to attend a meeting due to an inability of his/her representative to attend at the scheduled time if given reasonable advance notice of said meeting, except in the case of a bona fide emergency.

3.3 Personnel File

A personnel file will be maintained for each employee.

- A. Each employee shall have the right, upon request, to review the contents of his/her personnel file and to place therein written reactions to any of its contents. Such written statements shall be attached to the portion of the personnel record concerned.
- B. The employee shall receive a copy of any evaluative document(s) prior to the document(s) being placed in the employee's personnel file.

3.4 Extra Duty

All paraprofessionals who apply shall be considered for extra duty assignments not filled by teachers in the District so long as the paraprofessionals are qualified for such assignments as determined by the Board of Education. The extra duty compensation begins at the end of the regularly scheduled paraprofessional work day.

- A. A list of unfilled assignments shall be posted in the buildings.
- B. Paraprofessionals who receive such assignments shall receive the same stipend as provided in the teacher's agreement.
- C. Nothing herein limits the rights of the Board of Education to assign or appoint non-bargaining unit personnel to extra duty assignments.

3.5 Institute Days

Paraprofessionals shall report to their regular work stations on Institute days and may attend the institute functions with prior approval of the principal or designee. Paraprofessionals shall attend any general information sessions scheduled on Institute days.

3.6 Substitution

- A. If a paraprofessional is assigned as a substitute teacher, he/she shall be compensated at either his/her regular compensation rate or the substitute rate, whichever is higher.
- B. Anyone substituting for a paraprofessional should be another paraprofessional, not a member of another bargaining unit. The principal has the authority to assign another non-bargaining-unit employee in emergency situations.

- C. A classroom paraprofessional with a substitute teacher in the classroom shall receive \$7.50 per 45-minute period or portion thereof, or \$15.00 per 100-minute period, to a maximum of \$45.00 per day. This compensation shall be over and above his/her regular compensation rate.

In the event that there are two classroom paraprofessionals in the same remedial education classroom, the compensation shall be divided equally. When a long-term (more than two weeks) teacher substitute is present, compensation will be paid for the first 5 working days only.

A one-on-one paraprofessional in a remedial education classroom with no other paraprofessionals present shall receive substitute compensation. A one-on-one paraprofessional with a substitute teacher and a minimum of two other paraprofessionals in the classroom shall not receive compensation.

3.7 In-School Suspension Supervisor

- A. An In-School supervisor who is first employed by the Board on or after the commencement of the 1996-97 school year shall be required to supervise at-home athletic events at the discretion of the building principal. The supervisor shall be paid therefore at the extra-duty rate.
- B. Every effort will be made to keep the daily population of ISS to not exceed 35 students. Should it exceed 35 students, another staff person will be assigned to assist the Supervisor. Students assigned single period/block ISS are included in the total of 35.
- C. ISS will not be used as an alternative to a scheduled study hall/class.

Article IV – Evaluation

4.1 Evaluation

Every paraprofessional shall be evaluated at least once annually during the first four years of employment. Thereafter, evaluations will take place every other year only after a paraprofessional has received two consecutive “Meets and/or Exceeds Expectations” ratings.

4.2 Evaluation Procedure

- A. By September 30 of each year a conference will be held to inform the employee as to who will be responsible for supervision and evaluation. The evaluation procedure and instrument to be used for the school year will be reviewed and each employee will receive a complete copy of the evaluation instrument and a written copy of his/her job description.

- B. Time and date for a 30-minute observation will be jointly agreed to by the employee and the evaluator.
- C. A post-observation conference shall be held between the evaluator(s) and the employee to discuss the annual evaluation report no later than 5 working days after the observation. This conference shall be held within the normal workday. Annual evaluation reports and evaluation conferences must be completed by April 30 of the school year being reported.
- D. Copies of Annual Evaluation – An employee shall be given a copy of any visit or evaluation report prepared by his/her evaluator at least one (1) day before the conference to discuss it. No such report shall be submitted to the central office, placed in the employee’s file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form, nor shall any changes be made on the completed form after the employee has signed it without the employee’s express agreement.
- E. No employee shall be evaluated by another employee (as defined in Section 1.1 of this Agreement). Written input from the assigned teacher may be included when the administrator prepares the final evaluation.
- F. Prior to any formal annual evaluation report, the immediate supervisor of an employee shall have had communications with the employee regarding his/her employment performance problems prior to the annual evaluation.
- G. A committee will be formed to review and recommend changes to the evaluation instrument and job descriptions. The committee shall consist of members from the Administration and from the Paraprofessional Association. Paraprofessional members will be chosen by the Association. The committee will review the evaluation instrument and job descriptions at minimum every five (5) years.

4.3 Probationary Period

There shall be a one- year probationary period after a paraprofessional is hired. Each probationary employee will be evaluated twice annually, once in December and once in the spring. Should the probationary paraprofessional receive a rating of “Does Not Meet Expectations” in the December evaluation, a remediation plan shall be developed jointly by the supervisor, the employee, and the Association. The duration of the remediation plan will be no less than 45 workdays. Should the probationary employee fail to meet the expectations of the plan it shall be at the discretion of the Board to retain that paraprofessional for the next school year. Should the probationary employee receive a “Does Not Meet Expectations” evaluation in the spring it shall be at the discretion of the Board to retain that paraprofessional for the next school year.

Article V – Grievance Procedure

5.1 Definitions

- A. A “grievance” shall mean a complaint by an employee, a group of employees or the Association, that there has been a violation, misinterpretation or misapplication of the provisions of this Agreement.
- B. All time limits consist of school days, unless otherwise provided herein, except that when a grievance is submitted fewer than ten (10) days before the close of the school term or during the summer, time limits shall consist of all weekdays.

5.2 Procedures for Adjustment of Grievances

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

- A. Within twenty (20) days of the occurrence, or within twenty (20) days of when the grievant became aware or should have become aware of the occurrence that gave rise to the grievance, the grievant may present the grievance in writing through the Association representative to the immediately involved supervisor, which in no case shall be lower than the principal level, who will arrange for a meeting to take place within five (5) days after receipt of the grievance. The grievant, a representative of the grievant’s choosing, the Association representative, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor’s written response.
- B. If the grievance is not resolved at step 1, then the grievant may refer the grievance to the Superintendent or his official designee within five (5) days after receipt of the step 1 answer. The Superintendent shall arrange for a meeting to take place within five (5) days of the Superintendent’s receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the grievant and the Association shall be provided with the Superintendent’s written response, including reasons for his decision. Said statement of reasons need not be exhaustive.
- C. If the grievance is not settled in step 2 and the grievant desires to appeal, it shall be referred in writing by the grievant to the Board within ten (10) days after the answer in step 2. The Board shall, within twenty (2) calendar days after receipt of the appeal, discuss the grievance with the grievant. The Board shall give its written answer to the grievant and the Association within twenty (20) calendar days after the Board meeting, including reasons for its decision. Said reasons need not be exhaustive.

- D. If the decision at step 3 is not satisfactory to the grievant and/or Association, the grievant and/or Association may submit in writing, within ten (10) school days after receiving the Board's decision in step 3, a request to enter into final and binding arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two parties within ten (10) days after said notice is given. If the two parties fail to reach agreement on the arbitrator within the said ten (10) day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the Voluntary Labor Arbitration Rules of said Association.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) calendar days after the receipt of final statements and proofs. The arbitrator's decision will be in writing and will set forth his/her finding in fact, reasoning, and conclusions on the issues submitted. The arbitrator will be without the power or authority to make any decision which requires the commission of an act prohibited by law or which is contrary to, inconsistent with, or which modifies or varies the terms of this Agreement.

The fee for the arbitrator's services, his/her expenses, and the administration fee of the American Arbitration Association shall be borne equally by the parties.

5.3 General Provisions

- A. Bypass to Superintendent – If the grievant and the Superintendent agree, step 1 of this grievance procedure may be bypassed and the grievance brought directly to step 2 or 3 as the case may be.
- B. No Reprisals Clause – No reprisal shall be taken by the Board, Administration, or Association against any employee or group of employees because of participation in the grievance.
- C. Released Time – Should the administration or the Board determine that the investigation or processing of any grievance requires that an employee or Association representative be released from his/her assignment, he/she shall be released without loss of pay or benefits.
- D. Grievance Withdrawal – A grievance may be withdrawn or settled at any level without establishing precedent.
- E. Association Participation – As the recognized bargaining agent for the paraprofessionals, the Association should actively participate in the resolution of grievances.
 - 1. Employee represented – The Board acknowledges the right of the grievant's representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if his/her representative is not present.

2. Employee not represented – When an employee is not represented by the Association, the Association shall reserve the right to have its representative present to state its views at any formal stage of the grievance procedure.
- F. Time Limits – All time limits herein may be extended or constricted by mutual agreement of the parties.

Article VI – Negotiation Procedures

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if impasse is declared. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified.

Remedy for any alleged violation of this article may be sought through the filing of a grievance or an Unfair Labor Practice, but not both.

Article VII – Employment Conditions

7.1 Seniority

The Association shall receive a copy of the paraprofessional seniority list every February prior to its general distribution. For employees hired on or before June 30, 2002, seniority date will be considered the date of Board approval. For employees hired on or after July 1, 2002, seniority date will be considered the first day of work

7.2 Reduction in Force

- A. The parties agree that the Board has the right to determine that a reduction in force is necessary. When the Board so determines, it agrees to provide notice of the same to the Association at least sixty (60) calendar days prior to the effective date of the reduction, and if requested, shall meet with the Association in order to discuss criteria and conditions for implementing the reduction.
- B. Employees shall be entitled to recall in accordance with the following guidelines. Recall shall extend for a period not to exceed one year commencing with the effective date of the reduction in force. The employee on such lay-off shall be reinstated to a position for which he/she is qualified if the Board increases the number of employees, grants a leave of absence, has an employee(s) resign, and/or a vacancy occurs for any other reason. Employees on lay-off shall maintain a current address and phone number on file with the District office.

- C. All benefits to which an employee was entitled at the time of his/her lay-off, including unused accumulated sick leave and seniority, will be restored to the employee upon his/her return to active employment. The employee will be placed on the salary schedule for the current position on the basis of the employee's previous experience.
- D. In the case of other District 206 employee lay-offs, no member of another bargaining unit may bump a member of the unit described in Section 1.1.
- E. In the event of a tie in seniority among two or more employees at the time of the reduction in force, the following criteria shall be applied in the order listed to determine the order of lay-off.
 - 1. The employee with the latest seniority date shall be laid-off first.
 - 2. If the seniority date is the same, the employee with the least number of college hours completed prior to the reduction in force shall be laid-off first.
 - 3. If the seniority date and the number of college hours are the same, the Administration shall determine, in its discretion, the employee to be laid-off first.

7.3 Transfer

In the event a transfer of an employee becomes necessary, the Administration will consult with representatives of the Association and with any employee who is affected a minimum of ten (10) days in advance of the effective date of the transfer. The Board retains the ultimate right to assignment.

7.4 Job Vacancies – Notification of Vacancies

The Superintendent or his designee shall post in all buildings, and send to the President of the Association a notice of all vacancies as they occur. The notice shall include the minimum qualifications and salary range where applicable. No vacancy shall be filled on a permanent basis until the notice of the vacancy has been posted for five (5) school days. However, the administration shall have the ability to fill the vacant position on an emergency basis until such time as a qualified candidate is selected by the administration.

7.5 Notification of Assignments

All paraprofessionals shall be given written notice of the tentative assignments for the forthcoming year no later than the close of the current school year.

7.6 Lunch Periods

- A. A thirty (30) minute unpaid lunch period shall be included in the normal workday.
- B. Lunch periods may be used at any time during the workday as approved by the Principal or designee.
- C. If a paraprofessional is not provided a lunch period, he/she may be compensated at his/her regular rate on a pro rata basis, as approved by the Principal or designee.

7.7 Emergency Days

Emergency days for the paraprofessionals will be consistent with those of certified staff.

7.8 “Will Call”

The Board will establish a “will call” list for employees of the District who wish to work in addition to normal requirements outside the school year. The administration has the final authority in the selection of such employees.

7.9 Work Year

All employees will work the regular teacher school year. Any additional services required will be offered to the person holding the position and will be paid pro rata.

7.10 Work Day

Employees will report 5 minutes prior to the teachers’ work day and will stay 10 minutes after the end of the teachers’ work day to a maximum of eight hours per day. This does not apply to early release days or Alternative Program employees. Alternative Program employees will work the same number of hours per day as non-Alternative Program paraprofessionals. On Institute Days and Half-Day Workshops, employees’ workday will end at the same time as the teachers’ workday.

7.11 Hall Supervision

Classroom employees will be expected to be in the halls outside their respective rooms before school, during passing periods and after school for the purpose of hall supervision. Exceptions will be approved by the building principal.

Article VIII – Leaves

8.1 Sick Leave

Sick leave shall be interpreted to mean personal illness, quarantine at home or serious illness or death in the immediate family or household. Immediate family shall be defined as parents, spouse or domestic partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Each employee shall be credited with twelve (12) sick days at full pay each school year up to a maximum accumulation of 240 days.

8.2 Catastrophic Illness

Should an employee with a catastrophic illness exhaust all accrued sick leave and have been docked for 3 days, he/she may request additional paid sick leave days. Each employee may donate up to 3 accrued sick leave days per individual request. The employee may receive additional days up to 90 work days. For each individual request, the District will distribute a sick leave donation sheet to the bargaining unit members. These requests will be made on a case-by-case individual basis and will be subject to the approval of the Superintendent.

8.3 Record of Sick Leave

Employees shall be notified in writing at the beginning of each school year as to the current number of sick days they have accumulated.

8.4 Personal Leave Days

Three (3) personal leave days may be granted annually. Unused days shall be added to unused sick leave accumulation. Leave days are provided for business, professional, religious, family, or legal obligations which cannot be met outside the regular workday. Notice of leave shall be given to the Principal as far in advance as possible. Approval will not be granted for a personal leave day on a day immediately before or after a holiday, vacation period, or during the first or last week of the school year except in emergency situations as determined by the Principal or his/her designee.

8.5 Leave of Absence

Upon request, the Board may grant an unpaid leave of absence up to one year. The employee shall submit written confirmation of intent to return at least sixty (60) days prior to the end of the leave or March 1, whichever is earlier. Upon return, the employee shall return to a position of at least equal pay. The employee may continue insurance benefits by payment of the full premium for a period not to exceed one year, with carrier approval.

8.6 Procedures for Job-related Injuries

Employees *injured* on the job have an obligation to file an injury report (Form 45) as soon as possible. If the employee cannot work, the employee will receive a paycheck for up to thirty (30) calendar days and must sign over workers' compensation checks to the district. At the end of the thirty (30) days, the employee has the option of:

1. Receiving the workers' compensation check and using 1/3 of a sick day, vacation day, or personal day;
2. Taking a full sick/personal/vacation day and sign the workers' compensation check over to the district; or
3. Accepting the workers' compensation check only.

In cases where there are no sick/personal/vacation days, only option 3 is available.

Benefits will continue, but in cases where the employee has no paycheck for the employer to deduct the employee's share of the benefit cost, the employee has an obligation to write a check to District 206 for the employee's share. If no check is received within thirty (30) days of the due date of the normal deduction (pay day), the employer has a right to terminate the benefit (with a five (5) day notice), but is still due the back premiums from the employee.

If after six (6) months off the job due to work-related injury, the employee will meet with a designee of the employer to discuss temporary/permanent disability benefits with IMRF, and the various options.

If anytime before or after the six (6) month period, the employer and employee both feel there is no way the employee can ever return to work, the employer can replace the employee, although the employee can still receive workers' compensation as enumerated above.

In cases where the workers' compensation carrier has denied the claim, the employee will forfeit all sick/personal and vacation time to compensate the district. In cases where the employee does not have enough leave time to compensate the district for pay received, the employee *must* pay back the wages, make payment arrangements acceptable to the Board of Education, or face termination.

If anytime after the carrier denies a claim and the employee *receives restrictions* from a doctor, the employer will treat the employee as having a *non-work-related illness or injury*. There is no obligation on the employer's part to provide light duty.

8.7 Association Business Leave

Up to eight (8) days leave per school year may be granted for use of members of the bargaining unit who may need to attend Association-related conferences, meetings, etc. Members so released shall suffer no loss of salary or benefits for this time. Prior arrangements should be made with supervisors and the Superintendent.

8.8 Jury Duty

An employee called for jury duty shall receive full pay while serving on jury duty plus receiving any remuneration paid from other sources relating to jury duty.

Article IX – Fringe Benefits

9.1 Life Insurance

The District shall provide twenty thousand dollars (\$20,000) term life insurance coverage including accidental death and dismemberment provisions for each employee at no cost to the employee. An employee may, at his/her own expense, purchase additional life insurance at the group rate.

9.2 Health, Dental, and Vision Insurance

- A. The District shall provide, at no cost to the employee, single employee dental and vision coverage.
- B. The District shall provide, subject to a premium-sharing arrangement, single employee hospitalization, major medical and surgical coverage. The cost of the employee's monthly premium for such coverage shall be as follows:

<u>SELECT:</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Single	\$25	\$30	\$35
Single+1	\$383	\$388	\$393
Family	\$587	\$592	\$597
<u>PPO:</u>	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Single	\$75	\$85	\$95
Single+1	\$450	\$460	\$470
Family	\$690	\$700	\$710

9.3 Dependent Insurance/Dental Coverage

The Board shall pay one thousand dollars (\$1,000.00) for each employee each school year toward either the cost of dependent dental insurance, and/or the cost of dependent health coverage, at the option of the employee.

9.4 Tuition Reimbursement

Employees may be reimbursed up to four hundred fifty dollars (\$450.00) for the tuition cost of three (3) semester hours at an accredited college once each year for professional growth.

9.5 Damage to Property

The Board will reimburse an employee up to one hundred dollars (\$100.00) for any loss, damage or destruction of clothing or personal property (excluding automobiles and cash) of the employee while on duty in the school or on school premises which loss, damage or destruction is not attributable to employee neglect, abuse or to normal wear and tear.

Article X – Retirement

10.1 Retirement Incentive Program

An employee retiring from the District under the terms of IMRF at IMRF retirement age or older who provides one (1) year advance notice of his/her retirement and who has at least ten (10) years of completed service in the District on the date of his/her retirement shall receive a 10% increase in his/her salary rate for the final year of employment.

10.2 Retirement Service Recognition

Upon bona fide retirement/early retirement, an employee will be entitled to a service recognition equal to \$7.50 per day of his/her accumulated sick leave not to exceed \$1,800.00. Unused unpaid sick leave may be applied toward IMRF service credit, as per IMRF rules.

10.3 Retiree's Insurance

An employee retiring from the District under the terms of IMRF at IMRF retirement age or older may continue, at his/her expense, the group medical insurance until the employee reaches the age that Medicare is available, with the approval of the carrier, provided at least fifteen (15) years of service have been completed in the District.

The Employer will make the following contributions toward reimbursement of the monthly cost of the retiree's individual insurance coverage through a private carrier; the retiree may maintain dependent coverage at his/her own expense. The retiree must provide the employer with receipts in order to receive reimbursement.

<u>Years in District 206</u>	<u>Board pays</u>
15 - 20	\$200 maximum per month
20 - 25	\$250 maximum per month
more than 25	\$300 maximum per month

Article XI – Compensation

11.1 Salary Schedule – 2005-2006, 2006-2007

- A. MPC paraprofessionals will not be required to have 30 college hours, although some college or appropriate work experience is desirable. Any MPC paraprofessional hired after July 1, 2005 will be required to have 30 college hours and meet the requirements of ESEA/NCLB.
- B. For 2007-2008, increase each step by 4% and advance each employee one step. For 2008-2009, increase each step by 4% and advance each employee one step. For 2009-2010, increase each step by 4% and advance each employee one step.
- C. In addition to his/her regular compensation rate on the salary schedule, a technology paraprofessional will receive an annual stipend of 10% of his/her regular salary, to be paid in equal amounts over the course of the regular schedule of pay dates.
- D. In addition to his/her regular compensation rate on the salary schedule, a paraprofessional in the Alternative Program, or in the ED/BD Extension program, or an In-School Suspension Supervisor, will receive an annual stipend of \$2000.00, to be paid in equal amounts over the course of the regular schedule of pay dates.
- E. When salary is prorated on an hourly basis, 1350 hours will be used to determine the rate.

11.2 Salary Schedule – 2007-2008

step	30-59	60	90	Degree
0	16,297.38	16,986.74	17,616.73	18,246.71
1	17,238.73	17,868.72	18,498.70	19,128.67
2	18,120.70	18,750.69	19,380.66	20,010.64
3	19,002.68	19,632.65	20,262.63	20,892.61
4	19,884.64	20,514.62	21,144.60	21,774.57
5	20,766.62	21,396.60	22,026.57	22,656.56
6	21,648.59	22,278.56	22,908.55	23,538.53
7	22,530.56	23,160.53	23,790.52	24,420.49
8	23,412.52	24,042.51	24,672.48	25,302.46
9	24,294.50	24,924.48	25,554.45	26,184.43
10	25,176.48	25,806.45	26,436.43	27,066.41
11	26,058.44	26,688.42	27,318.40	27,948.38
12	26,940.41	27,570.39	28,200.36	28,830.35
13	27,822.38	28,452.35	29,082.34	29,712.32
14	28,704.34	29,334.32	29,964.31	30,594.28
15	29,586.32	30,216.31	30,846.28	31,476.26
16	30,468.30	31,098.27	31,728.25	32,358.23
17	31,350.26	31,980.24	32,610.22	33,240.19
18	32,232.23	32,862.21	33,492.18	34,122.17

11.3 Salary Schedule – 2008-2009

step	30-59	60	90	Degree
0	16,949.28	17,666.21	18,321.40	18,976.57
1	17,928.28	18,583.47	19,238.65	19,893.81
2	18,845.53	19,500.72	20,155.89	20,811.07
3	19,762.79	20,417.96	21,073.14	21,728.32
4	20,680.03	21,335.21	21,990.39	22,645.56
5	21,597.28	22,252.46	22,907.63	23,562.82
6	22,514.53	23,169.70	23,824.89	24,480.07
7	23,431.78	24,086.95	24,742.14	25,397.31
8	24,349.02	25,004.21	25,659.38	26,314.56
9	25,266.28	25,921.46	26,576.63	27,231.81
10	26,183.54	26,838.70	27,493.88	28,149.06
11	27,100.78	27,755.95	28,411.13	29,066.31
12	28,018.03	28,673.21	29,328.37	29,983.56
13	28,935.28	29,590.45	30,245.64	30,900.81
14	29,852.52	30,507.70	31,162.89	31,818.05
15	30,769.77	31,424.96	32,080.13	32,735.31
16	31,687.03	32,342.20	32,997.38	33,652.56
17	32,604.27	33,259.45	33,914.63	34,569.80
18	33,521.52	34,176.70	34,831.87	35,487.06

11.4 Salary Schedule – 2009-2010

step	30-59	60	90	Degree
0	17,627.25	18,372.85	19,054.25	19,735.64
1	18,645.41	19,326.81	20,008.19	20,689.57
2	19,599.35	20,280.75	20,962.12	21,643.51
3	20,553.30	21,234.68	21,916.06	22,597.45
4	21,507.23	22,188.62	22,870.00	23,551.38
5	22,461.17	23,142.56	23,823.93	24,505.33
6	23,415.11	24,096.49	24,777.89	25,459.27
7	24,369.05	25,050.43	25,731.83	26,413.20
8	25,322.98	26,004.38	26,685.76	27,367.14
9	26,276.94	26,958.32	27,639.70	28,321.08
10	27,230.88	27,912.25	28,593.64	29,275.02
11	28,184.81	28,866.19	29,547.58	30,228.97
12	29,138.75	29,820.13	30,501.51	31,182.91
13	30,092.69	30,774.06	31,455.46	32,136.85
14	31,046.62	31,728.00	32,409.40	33,090.78
15	32,000.56	32,681.96	33,363.33	34,044.72
16	32,954.51	33,635.89	34,317.27	34,998.66
17	33,908.44	34,589.83	35,271.21	35,952.59
18	34,862.38	35,543.77	36,225.14	36,906.54

11.5 Longevity

A longevity increment payment shall be made to each employee who has completed the listed number of years in District #206 by August 15th of each school year.

<u>Years in District #206</u>	<u>Longevity Increment</u>
12-14	\$1000.00
15-17	\$1500.00
18 or more	\$2500.00

11.6 Placement on Salary Schedule

The Board may place new employees on the salary schedule as it deems appropriate. An attempt will be made to hire qualified employees on step 4 or below. In cases where the Board deems appropriate, due to education, work experience, etc., a new employee may be placed higher than step 4, but in no case higher than step 5.

11.7 Payroll Deductions

Deductions from salaries will be made by the Board upon written request of the employee for annuities, Association dues, insurance and credit union.

11.8 Pay Option

Employees shall have the option of 21 pays during their final year of employment prior to retirement. Notification of retirement shall be made to the District by August 1 in the school year of retirement.

11.9 Salary Credit – Leave

Employees shall not receive salary credit while on a leave of absence for more than ninety (90) workdays.

11.10 Pay Dates

The schedule of pay dates shall be the same as for the certified staff. A list of those pay dates is attached hereto as Appendix A.

Article XII – Effect of Agreement

12.1 Complete understanding

The parties acknowledge that during the negotiations which resulted in this Agreement and its appendices, each had the unlimited right and opportunity to make demands and proposals with respect to any matter or subject not removed by law or by specific agreement of the parties from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right are set forth in this Agreement. Therefore, the Board and the Association for the life of this Agreement, each voluntarily and unqualifiedly, waives any right which might otherwise exist under law, practice, or custom to negotiate any further agreements effective for or during the term of this Agreement.

12.2 Incorporation of Board Policies

In the event any policy, rule, or regulation of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail, except where said policy, rule or regulation of the Board is dictated by state or federal law or statute.

12.3 Savings Clause

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 to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

12.4 Board Rights

The Board retains and reserves the ultimate responsibility for proper management of School District 206 as conferred upon and vested in it by the statutes and the Constitutions of the State of Illinois and the United States, including but not limited to the responsibility for and the right:

- A. To maintain executive management and administrative control of the School District and its properties and facilities, and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion, their assignment, and to promote and transfer all such employees.
- C. To establish programs and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.

- D. To delegate authority through recognized administrative channels for the development and organization for the means and methods of operations.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.
- F. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, shall be limited by the specific and express terms of this Agreement.

12.5 No Strike

The Association agrees for itself and on behalf of each individual member of the bargaining unit that during the term of this Agreement neither the Association nor any individual member of the bargaining unit will withhold services in any way at any time, nor will they engage in such concerted action as strike, slow-down, mass sick call, and shall not honor or refuse to cross any picket line, whether related to primary or secondary activity; nor will the impose any duty or obligation upon any member of the bargaining unit to conduct, assist or participate in such withholding of services, strikes, slow-down or mass sick call.

Article XIII – Term of Agreement

13.1 Term of Agreement

This Agreement shall be effective August 1, 2007 and shall continue in effect until July 31, 2010. This Agreement is signed this ____ day of _____, 2007.

13.2 Flexible Scheduling Agreement

We mutually agree to bargain the impact of any items that may be affected by flexible scheduling.

In witness thereof:

For the Paraprofessional Association
Bloom Twp. High School District #206

For the Board of Education
Bloom Twp. High School District #206

APPENDIX A

SCHEDULE OF PAY DATES

2007 - 2008			2008 - 2009		2009 - 2010	
August	10 24 30	* **	August	29	August	28
September	14 28		September	15 30	September	15 30
October	15 30		October	15 30	October	15 30
November	15 30		November	14 26	November	13 30
December	14 28		December	15 30	December	15 30
January	15 30		January	15 30	January	15 29
February	15 29		February	13 27	February	12 26
March	14 28		March	13 30	March	15 30
April	15 30		April	15 30	April	15 30
May	15 30		May	15 29	May	14 28
June	13 30		June	15 30	June	15 30
July	15 30		July	15 30	July	15 30
August	15		August	14	August	13

* last pay of 2006-2007 contract

** first pay of 2007-2008 contract