

WEST AURORA• NORTH AURORA• MONTGOMERY• SUGAR GROVE

AN AGREEMENT BETWEEN
WEST AURORA PARAPROFESSIONALS ASSOCIATION
(WAPA) AND
THE BOARD OF EDUCATION OF SCHOOL
DISTRICT 129 2019-2023

AGREEMENT BETWEEN WAPA AND DISTRICT 129 TABLE OF CONTENTS

| | | PAGE |
|-------------------|--|-------|
| PREAMBLE | | 3 |
| ARTICLE I | RECOGNITION OF PARTIES AND DEFINITIONS | 4 |
| ARTICLEII | ASSOCIATION RIGHTS | 5-6 |
| ARTICLEIII | BARGAINING PROCEDURES | 7 |
| ARTICLE IV | GRIEVANCE PROCEDURES | 8-9 |
| ARTICLE V | WORKING CONDITIONS | 10-12 |
| ARTICLE VI | VACANCIES | 13 |
| ARTICLE VII | SENIORITY | 14 |
| ARTICLE VIII | REDUCTION IN FORCE- LAYOFF AND RECALL | 15-16 |
| ARTICLE IX | CALENDAR ANDLEAVES | 17-19 |
| ARTICLE X | ECONOMIC PROVISIONS AND EXPERIENCE | 20-23 |
| ARTICLE XI | CONTRACT ADMINISTRATION | 24 |
| ARTICLE XII | EVALUATION | 25 |
| ARTICLE XIII | DISCIPLINE | 26 |
| ARTICLE XIV | STRIKES/LOCKOUTS | 27 |
| ARTICLE XV | EFFECT OF THE AGREEMENT | 28 |
| SIGNATURE PAG | GE . | 29 |
| APPENDIX A - SAL | ARY SCHEDULES | 30 |
| APPENDIX B - SALA | ARY SCHEDULES | 31 |
| APPENDIX C - SALA | ARY SCHEDULES | 32 |
| APPENDIX D - SAL | ARY SCHEDULES | 33 |
| APPENDIX E - GRI | IEVANCE FORM | 34 |

PREAMBLE

Pursuant to the provisions of the State of Illinois concerning employee relations with the public schools, this constitutes an Agreement between the West Aurora District 129, a Kane County Public School District, hereinafter called the "District," and the West Aurora Paraprofessionals Association (WAPA/Illinois Education Association/National Education Association), and hereinafter called the "Association".

ARTICLE I. RECOGNITION OF PARTIES AND DEFINITIONS

1.1 EXCLUSIVE REPRESENTATION

The Board of Education of School District 129, Kane County, Illinois ("District") hereby recognizes the West Aurora Paraprofessionals Association, affiliated with Illinois Education Association (IEA) and the National Education Association (NEA) ("Association") as the sole and exclusive bargaining agent for all paraprofessionals previously recognized by the Illinois Educational Labor Relations Board and excluding all managerial, supervisory, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act.

1.2 **DEFINITIONS**

A full time employee is an employee who works twenty-five (25) hours or more per week. Health and life insurance benefits will be available to those paraprofessionals working thirty (30) hours or more per week.

The term "supervisor" when used hereinafter shall mean the individual who assigns day-to-day duties to the paraprofessional. The supervisor shall also have input into the paraprofessional's evaluation, however the administrator retains primary responsibility for the evaluation of the paraprofessional and other personnel-related matters.

The term "Association" when used hereinafter shall mean the West Aurora Paraprofessionals Association (WAPA), IEA-NEA.

The term "days" when used hereinafter shall mean "student attendance days" as opposed to "calendar" days.

1.3 MANAGEMENT RIGHTS

School District 129 reserves all responsibilities, powers, rights and authority expressly or inherently vested in it by the laws and constitution of the State of Illinois and the United States. The parties agree that they are not obligated to bargain collectively during the term of this Agreement regarding any issue that was the subject of negotiations for this Agreement. It is agreed that the District retains the right to establish and enforce in accordance with this Agreement and its authority under law, reasonable rules and District policies relating to the duties and responsibilities of classified employees and their working conditions.

1.4 EXCLUSIVE REQUIREMENTS

The Board agrees not to bargain with any member's organization other than the Association for the duration of this Agreement on matters agreed to by the parties as negotiable.

ARTICLE II ASSOCIATION RIGHTS

2.1 USE OF DISTRICT BUILDINGS

The Association and its representatives shall have the right to use District buildings for meetings and to transact Association business outside of student attendance times provided such meetings must be scheduled with the building principal/supervisor and shall not have precedence over routine educational use or over previously scheduled use by other agencies.

2.2 ASSOCIATION PARTICIPATION

Representatives duly authorized by the Association to participate during working hours in negotiations/grievance procedures, conferences or meetings with representatives of the District shall suffer no loss of pay. Nothing herein shall be construed to require such activities to be scheduled during regular school hours.

Duly authorized representatives of the Association may meet with employees during school hours with approval by the Executive Director of Human Resources for official Association business.

2.3 ASSOCIATION USE OF DISTRICT COMMUNICATION

The Association shall have the right to reasonable use of the District's telephones, computers, bulletin boards, internal mail/Email service and mailboxes for communicating Association business.

2.4 ASSOCIATION LEAVE

The District shall grant leave with pay to employees for Association purposes as determined by the Association president(s) and super intendent or designee. The intended use of this leave must be scheduled in advance with the employee's supervisor. The frequency for such leave shall in no way impair the quality of classroom instruction. The Association will reimburse the District for the cost of substitutes when provided.

2.5 RIGHT TO REPRESENTATION

Any member appearing before an administrator for the purpose of obtaining information that could lead to discipline of any kind of that member or any meeting excluding evaluation shall be given prior written notification of the meeting and the reasons thereof. The notification shall include the date of any incident; if the date of the incident is unknown that will be stated in the notification. Written notification shall inform the member that Association representation may be present during the meeting. Written notice of the meeting shall be transmitted to the Association at least one day prior to the meeting. Every effort shall be made to transmit written notice to the association at least one day prior to the meeting.

Any member appearing before an administrator for reasons of formal written reprimand shall be given prior written notification of the meeting and reasons therefore. The written notification shall also inform the member that an Association representative may be present. A copy of the written notice shall be provided the Association prior to the meeting.

Any member who is to be placed on administrative leave shall be provided a written notification with the terms of the leave. Additionally, the notice shall inform the member of their right to contact and communicate with the Association.

2.6 INFORMATION

The Association President(s) shall receive a list of all employee changes (new hires, resignations, retirements, transfers) from the Human Resource Department following each scheduled Board meeting. The list shall include name, salary rate, classification, position,

location, hire date and hours.

The Association agrees to supply the District with lists of Association officers, and to keep such lists current.

The District, upon request, shall furnish at no cost to the Association previously compiled and reasonable information concerning the financial resources of the District, including, but not limited to, annual financial reports and audits, budgeting requirements and allocations, staff open position postings, agendas and minutes of all board meetings and such information as may be legally deemed public information regarding student enrollment and employee names and addresses.

2.7 PART-TIME PARAPROFESSIONALS

The District Office shall provide a list of part-time paraprofessionals (those working less than 25 hours) to the Association President(s) by February 1st of each year. Employees on this list shall have no right of recall.

2.8 DUES DEDUCTIONS

Upon receipt of a lawfully executed written authorization from an employee, the Board shall, during the term of this Agreement or until authorization is revoked in accordance with its terms, deduct the regular Association membership dues of such employees from each paycheck, and shall remit such deduction to the official designated by the union in writing to receive the same on a bi-monthly basis beginning with the September 30th and ending with the May 15th payroll. The Association shall notify the Board in writing of the exact amount of bi-monthly membership dues to be deducted. The authorization provided for by this section shall conform to all applicable Federal and State laws. The Association shall refund to the Board or to the employee any dues which may be deducted erroneously or any monies which may be remitted erroneously to the Association. The Association will indemnify and hold harmless the Board of Education, its members, its agents and its employees from any and all claims, demands, actions, complaints, suits or other claims or liability by reason of a faithful execution of this provision.

2.9 PERSONAL PROPERTY COVERAGE

An Association member's personal property used for instructional, job related, or other reasonable purposes that is brought within a district building or district vehicle shall be covered up to one thousand dollars (\$1,000.00). This coverage will be based on replacement value for loss of items through fires, flood, vandalism, theft or break-in. Replacement value is the cost to replace a given item at the time of loss as opposed to the retail value of the item. The loss of personal property shall be reported immediately to the principal. The district will take reasonable measures to ensure that district parking lots adjoining district buildings are secure from theft during school hours within the limitations of the district's resources and budget.

ARTICLE III BARGAINING PROCEDURES

3.1 GOOD FAITH

The Association and the District agree to bargain in good faith the conditions of employment as set forth in the Illinois Educational Labor Relations Act.

3.2 BARGAINING TEAMS

Neither party in any of the bargaining shall have any control over the selection of bargaining team members of the other party. Each party shall select a reasonable number of bargaining representatives. More than five (5) representatives may participate at the mutual consent of the parties.

3.3 BARGAINING MEETINGS

Bargaining meetings will be scheduled when mutually convenient. When bargaining sessions are conducted during regular work hours, release time shall be provided for the Association's members at the regular hourly rate.

3.4 AGREEMENT REDUCED TO WRITING

When the bargaining teams reach agreement, it will be reduced to writing and submitted to the Association and Board of Education for ratification within a reasonable time.

3.5 DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the Agreement is signed, the Agreement shall be on the Human Resources web site.

3.6 SUCCESSOR AGREEMENT

The parties shall commence bargaining for a successor agreement at a mutually agreed upon date and time, but no later than March $\mathbf{1}^{st}$ of the year in which the agreement will expire. The desire of the Association to negotiate a successor agreement shall be made in writing to the Superintendent or designee on or before January $\mathbf{1}^{st}$ of the expiration year.

3.7 MEDIATION PROCEDURES

- 1. If agreement is not reached after a reasonable period of negotiations and within forty-five(45) days of the scheduled start of the school year, either party may declare to the other in writing that an impasse exists and call for a mediator. The other party shall join in such a request. No mediator shall have authority to make public any recommendations for settlement.
- 2. The Federal Mediation and Conciliation Service (FMCS) shall be requested by the parties to appoint a mediator. If FMCS is unable to provide a mediator within a reasonable period of time the parties shall request the services of a mediator from the Illinois Educational Labor Relations Board.
- 3. Nothing in this section shall preclude the Association and Board form jointly requesting a mediator without declaring an impasse.

ARTICLE IV GRIEVANCE PROCEDURES

4.1 **DEFINITIONS**

A grievance shall be defined as a written claim that there has been a violation, misinterpretation, or misapplication of a specific section of this agreement.

A grievant shall be defined as an individual, a group of individuals and/or the Association. When a grievance is filed on behalf of a group of individuals it shall be considered a class grievance and may be filed at Step Two (2) if the class of grievants contains paraprofessionals from more than one school building.

4.2 CONTENTS OF THE GRIEVANCE

All grievances shall be submitted on the grievance form attached as Appendix B and contain the following information:

- 1. Date
- 2. Name of Complainant
- 3. Position
- 4. Location
- 5. Building Administrator
- 6. Section(s) of Contract Violated
- 7. Description of Grievance (with date(s))
- 8. Proposed Remedy
- 9. Signature of Grievant and Association Representative
- 10. Resolution Summary
- 11. Signature of Grievant, Association Representative and Administrator

The Association President must be informed by the grievant when a grievance is filed.

4.3 **COOPERATION**

The administration and the association and/or the employee(s) will cooperate with each other in the investigation of any grievance, and further, will furnish such reasonable information related to the grievance as is requested for the processing of any grievance.

4.4 REPRESENTATION

A grievant can be represented at all stages of the grievance process by an Association representative selected by the Association.

4.5 RECORDS

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

4.6 REPRISALS

No reprisals shall occur toward an employee who files or participates in a grievance.

4.7 GRIEVANCE STEPS

The most desirable outcome for an employee and immediate administrative supervisor is to resolve problems through free and informal communication. However, should such informal process fail to satisfy the grievant, then a grievance may be processed through the following steps. The timelines in this section will use the definition of "days" found in Section 1.2 of this agreement.

1. Step One

A grievance must be commenced within twenty (20) days of the violation or of the grievant's knowledge of the violation which gave rise to it. The grievant meets with the appropriate administrator regarding the complaint citing the specific article in the Agreement the issue violates. The appropriate administrator must meet with the grievant within five (5) days of the employee's written request to meet about the complaint.

2. Step Two

If, after Step One, the employee feels such would be justified, a formal written grievance may be filed with the Executive Director of Human Resources. Such filing must be within five (5) days of the Step One (1) meeting. A meeting, to be conducted within ten (10) days after receipt of the grievance, will be scheduled by the Executive Director with the grievant. Either one or both parties may request assistance from other staff members in resolution of the grievance. Within ten (10) days after the Step Two hearing, the Executive Director shall provide the grievant with a written response to the grievance.

3. Step Three

If the grievance has not been adjusted to the satisfaction of the grievant at Step Two, the Association may submit the grievance to arbitration within thirty (30) days. Such arbitration shall be conducted by an arbitrator from a mediation service as agreed upon by the parties.

4.8 TIMELINES

Failure by the District to follow the timelines as stated herein automatically advances the grievance to the next step. Failure to file grievances or move it to the next step within the timelines indicated shall cause grievances to be null and void.

4.9 ARBITRATION PROCEDURE

The District and the Association agree to follow the rules for selecting the arbitrator. The arbitrator shall function under the set of rules as agreed upon by both parties.

4.10 DECISION OF ARBITRATOR BINDING

- 1. The decision of the arbitrator shall be final and binding on both parties. The decision may be enforced in any court of competent jurisdiction should either party fail to implement the decision. If a suit to enforce the arbitrator's decision is commenced in a court of competent jurisdiction and the initiating party does not prevail in the litigation, such party shall bear the full costs of such action including the adverse party's court costs, legal fees and other related expenses incurred as a result of defending the action.
- 2. Each party shall bear its own costs of arbitration except that the parties shall share the fees and charges of the arbitrator equally.

ARTICLE V WORKING CONDITIONS

5.1 NOTIFICATION OF REASSIGNMENT

An employee whose assignment is changed shall be notified by Human Resources. The notification will include the name of the building and building principal and the number of work hours per day. Notification for the following school year will be sent on or before May 15th. Human Resources will send a common email to all members indicating that if the employee has not been released due to a reduction-in-force or reassigned for the next school year, the employee will likely return to the same assignment the following year

5.2 BEGINNING OF SCHOOL YEAR NOTIFICATION OF ASSIGNMENT

At least two weeks before the start of the school year, each paraprofessional will be provided with a Notification of Employment that includes the building at which the paraprofessional will be employed, the total number of hours worked per week and the daily work schedule.

In the event the building level has changed from the notification provided at the end of the previous school year and a change in daily schedule results, the paraprofessional will be given up to two weeks to make personal adjustments necessary to working the new schedule.

5.3 CATEGORY OF POSITION

All current full-time paraprofessionals shall be listed in the following categories:

- Classroom Paraprofessionals-Full Time This category includes LMC, class size, general and special education, and reading support. It also includes one-to-one paraprofessionals if the student does not have severe needs. Paraprofessionals working in the Todd early childhood program will be expected to toilet students as needed.
- Bilingual Paraprofessionals-Full Time This category includes any paraprofessional
 who must be fluent in English and a second language and is working with students in
 those languages. Paraprofessionals who are in the bilingual category are subcategorized as either classroom or severe needs and may not be moved involuntarily
 from one sub-category to the other.
- Paraprofessionals for Students with Severe Needs-Full Time This category includes paraprofessionals who are working with students who have physical, intellectual and/or developmental disabilities to the degree that they require assistance with physical needs, e.g. lifting, toileting, intubating, feeding.

5.4 JOB DESCRIPTIONS

Job descriptions for each position in the bargaining unit will be maintained by the Human Resources Department and will be provided to a candidate at the time of hire and when the employee changes positions. The job descriptions will be reviewed jointly by a committee, comprised of an equal number of Administrators and WAPA-selected Association Representatives, during the first quarter of the 2017-2018 school year and again every two years thereafter. The District reserves the right to approve the final draft of all job descriptions.

5.5 TRAVEL BETWEEN BUILDINGS

Any employee who is assigned to work in two or more school buildings where automobile transportation is required to move from one building to the other shall:

- 1. be reimbursed for such mileage at the rates specified by the Internal Revenue Service, which does not require evidence of expenditures. Such reimbursement shall be confined to movement between school buildings or other designated locations and shall not include the mileage from the employee's home to the employee's first location or from the employee's last location to home or other destination.
- be allowed 25 minutes to travel between buildings. Such time shall be confined to
 movement between school buildings or other designated locations and shall not include
 the mileage from the employee's home to the employee's first location or from the
 employee's last location to home or other destination.

5.6 DUTY FREE LUNCH

Each full-time employee shall be provided a thirty (30) minute unpaid duty-free lunch. When an employee is requested by the supervisor to work during lunch, the employee will be compensated at the employee's regular hourly rate of pay. Such request must have prior approval of the building administrator. This article does not include lunch supervision. In cases where employees are required to eat lunch with a student, the employee may be permitted to leave after having fulfilled the hours in accordance with the employee's individual contract.

5.7 BREAKS

A full-time employee shall receive one scheduled fifteen (15) minute break in the morning and one scheduled fifteen (15) minute break in the afternoon. An employee who works four (4) hours a day shall receive one scheduled fifteen (15) minute break. Breaks are to be scheduled in cooperation with the supervising teacher and approved by the building principal. To be considered a break, an employee must work before and after said break.

5.8 PREPARATION TIME

All Paraprofessionals shall receive preparation time in accordance with their responsibilities. The preparation period shall be used for duties such as, but not limited to, gathering instructional materials, preparing materials, and record-keeping as required by the paraprofessional's responsibilities.

5.9 PROFESSIONAL DEVELOPMENT

The West Aurora Paraprofessionals Association has shown a continued commitment to professional growth and development for its members. A joint committee made up of three administrators and three paraprofessionals selected by WAPA leadership shall meet in May of each year to plan professional development for paraprofessionals for the following school year. This professional development may include, but is not limited to, building-specific training, level specific training, paraprofessional-wide training and inclusion in certified staff professional development.

Paraprofessionals will attend grade level, department and building meetings, including the first two days of the school year and others as appropriate, as an element of professional growth. Paraprofessionals will receive training as needed to carry out the functions of their respective position.

5.10 **COMMITTEE WORK**

Participation in committee work out side of the workday shall be voluntary.

5.11 PERSONNEL FILES

Employees shall, upon request, have the right to inspect all contents of their complete personnel file that are subject to review or investigation under the Illinois Personnel Records Review Act kept by the District. Upon request, any documents contained therein shall be afforded the employee. No secret files shall be kept anywhere in the District. Representatives of the employee and of the employer may be present in any review of working files or permanent personnel files.

No evaluation, correspondence or other material making derogatory reference to an employee's character or manner shall be kept or placed in the working or permanent personnel file without the employee's knowledge and opportunity to attach the employee's own comments.

5.12 SUPERVISION

Each paraprofessional shall be under the direct supervision and/or have access to a fully licensed teacher when assisting with instruction, whether this occurs in the classrooms, laboratories, shops, playgrounds, libraries or other educational settings where instructional judgement requires the supervision of a fully licensed teacher.

5.13 TECHNOLOGY USE

Upon request, a paraprofessional may be issued a Chromebook to assist with their classroom duties. It is understood that this device is to stay at school.

ARTICLE VI VACANCIES

6.1 JOB POSTINGS

- 1. All vacancies and new positions covered by this Agreement shall be posted internally within the District for not less than five (5) working days, except in the case of an emergency, so that interested employees have the opportunity to apply for such positions prior to their being posted externally. Qualified employees interested in applying for posted positions must contact the administrator on the posting.
- 2. If a position can be filled by a paraprofessional within the same building who expresses interest in the position, the principal may make this transfer, and the position does not need to be posted. Any resulting vacancy will then be posted.
- 3. Interviews shall be granted to all qualified paraprofessionals who apply and have a minimum of four (4) years of experience within the bargaining unit.

6.2 POSITION QUALIFICATIONS

The first consideration in filling vacant positions with an internal applicant shall be the applicant's ability to meet the primary qualifications of the position. The second consideration shall be seniority within the bargaining unit. If the District determines that seniority rights should not govern because a less senior person is better qualified for the position, the District shall, upon request and within five (5) days, set forth the reasons why the senior employee was bypassed.

6.3 INVOLUNTARY TRANSFERS

An involuntary transfer shall be defined as the transfer of a paraprofessional from that paraprofessional's current position to an open position.

No paraprofessional shall be permanently transferred to a newly-opened position without the administration first posting that job and making every effort to fill it on a voluntary basis. If an involuntary transfer becomes necessary, the paraprofessional who is involuntarily transferred will not lose work hours for the school year in which the transfer occurs. If the transfer requires a change in daily schedule, the paraprofessional will be given up to two weeks to accommodate the new schedule.

6.4 SUMMER MONTHS

During the summer months, employees shall receive notice of such vacancies through postings on the District's website. Summer work will be paid at the paraprofessional's hourly rate for the preceding year.

ARTICLE VII SENIORITY

7.1 **DEFINITION**

Seniority is defined as continuous length of service within the bargaining unit as of the employee's first workday. The employee shall be given credit for time worked while on probation.

7.2 PROBATION

New employees to the District shall serve a probationary period of ninety (90) days. The District may terminate an employee at any time without notice during the probationary period.

7.3 SENIORITY CREDITS

Employees who terminate employment with the District shall lose all seniority credits.

Employees who transfer into the paraprofessional unit from another bargaining unit or from an at-will position within the District will retain length of service credit as a District employee but will not be granted that experience within the paraprofessional unit on the seniority list or salary schedule.

7.4 SENIORITY ACCRUAL

One year of seniority shall be granted for working 90 days or more in the school year. Seniority shall accrue during verified paid sick/medical leaves. Seniority shall not accrue during unpaid leaves.

ARTICLE VIII REDUCTION IN FORCE- LAYOFF AND RECALL

8.1 **DEFINITION - LAYOFF**

The term "Layoff" as used herein refers to action by the Board reducing the number of employees in the bargaining unit. Layoff does not refer to decisions to terminate an individual employee for cause.

8.2 WRITTEN NOTICE

In the event of layoff, the District shall provide written notice to all affected employees and the Association not less than thirty (30) calendar days prior to the last day of student attendance.

8.3 **DEFINITION - SENIORITY**

Layoff shall be by seniority within category. The least senior shall be laid off first. All current full-time paraprofessionals shall be listed in the categories as defined in Article 5.2.

8.4 **SENIORITY LIST**

By February 1st of each school year, the District will publish and distribute to all buildings and the Association a seniority list by category ranking each employee working 25 or more hours. The seniority list must be posted in the building in the common assembly area and on the District intranet. These lists shall be used for RIF purposes. Any changes in category or hours made after February 1st will not affect placement for RIF purposes. Employees hired after February 1st will not be added to the seniority list.

8.5 SENIORITY DRAWING

When more than one employee has the same seniority ranking, the tie shall be broken in a drawing by lot. The drawing shall be conducted openly by the Association and Human Resources Department.

8.6 RE-EMPLOYMENT POOL

Laid-off employees shall be placed into a re-employment pool for the following school term or within one calendar year from the beginning of the following school term. Re-assignment from this pool to vacancies shall be in reverse order of layoff by category. No new employees shall be employed to fill existing or new assignments until the pool has been exhausted, provided that:

- Employees in the pool shall be notified by District email and telephone (using the number on record) of a bargaining unit position available to them. It is the employee's responsibility to provide alternate contact information if needed.
- 2. When an employee is offered a position to return to the District, the employee must accept the position or lose all rights to recall.
- 3. Failure to respond to a proposed assignment within five {S} business days of an email notice or within three (3) business days of telephone notice shall extinguish all recall rights of the employee. The District's documentation of when the notice was mailed and the telephone call was attempted will serve to determine the date notice was provided. If a phone call is placed and no one answers or responds to a message, the call will be considered to have been attempted. Extenuating circumstances will be considered on a case-by-case basis.
- 4. Once a position has been accepted, the District will send the employee a letter of intent via first class mail.

8.7 **LAYOFF BENEFITS**

Any employee laid off shall retain accrued benefits if the District rehires the employee.

The employee who is laid off shall have the right to maintain health insurance coverage at no cost to the District consistent with COBRA regulations.

ARTICLE IX CALENDAR AND LEAVES

9.1 CALENDAR

- 1. All employees are required to work on all student attendance days. Up to five (5) additional non-student attendance days per school year may be required. The calendar shall be given to each employee upon signature/receipt of the individual job contract with the District.
- 2. Employees receive ten (10) paid holidays. The District and Association agree that the name and dates of the paid holidays may change during the term of this Agreement. Holiday pay shall be for the number of hours regularly worked. Holiday pay shall not be applicable during any period of unpaid leave of absence.

The following holidays shall be paid holidays for all employees:

Labor Day
Columbus Day
Thanksgiving Day
Friday after Thanksgiving Day
Christmas Day
New Year's Day
Mart in Luther King's Birthday
President's Day
Good Friday
Memorial Day

9.2 SICK LEAVE

At the beginning of each year, 12 sick leave days will be granted to all employees under this Agreement with the unused days to accumulate to a maximum of 240 days. If an employee begins employment after the beginning of the school year, sick leave days will be granted on a pro rata basis.

9.3 SICK LEAVE UTILIZATION

Employees must notify their supervisor of pending absence at the earliest possible time in order that arrangements can be made for reassignment of duties. Notice of pending return also must be given as early as possible to prevent unnecessary duplication of cost and service should such services be provided.

- Sick leave may be used for medical needs or to care for an employee's immediate family
 or a member of the household with a health condition that requires treatment or
 supervision. Immediate family terms include: spouse, children, parents, sister, brother,
 grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law,
 daughter-in-law, son-in-law, aunt, uncle. The aforementioned would include steprelationships.
- 2. Accumulated leave will be available for utilization as needed provided, however, that in instances of extended absence beyond three (3) consecutive workdays, or in any situation where the District has a concern regarding the appropriate use of sick leave, the employee will provide medical verification of the illness and fitness to return to work as may be required. Failure to submit such verification shall result in payroll deduction in sick leave and subject the employee to disciplinary action.

9.4 FAMILY MEDICAL LEAVE

Eligible employees are entitled to twelve (12) work weeks of unpaid family and medical leave during a twelve (12) month period in accordance with the Family Medical Leave Act of 1993 (FMLA).

Full-time paraprofessional employees are considered eligible for FMLA leave once they have completed one school year with the district. For calculation purposes, anyone hired prior to February 1st in a given school year is considered to have completed a year of service.

Any other accrued paid leave, which qualifies under the Act, will run concurrently for all or the corresponding portion of an employee's leave entitlement under the Act.

9.5 ADOPTIVE LEAVE

An employee's adoption of a child will be considered an approved use of sick leave. Approved adoptive uses of sick leave will include the employee meeting with an adoption agency, attorney, or physician, health verification of the employee, home visitations, travel time to pick up adoptive child, and support of an adoptive child after placement in the home. Verification of an employee's absence will be provided to the District for absences of more than three (3) consecutive days by an attorney, adoption agency or physician.

9.6 BEREAVEMENT LEAVE

Death of an immediate family member or a member of the household of an employee will constitute basis for utilization of up to three (3) days to attend services and handle personal affairs of the deceased. That time may be extended upon prior approval of two (2) additional days due to distance or other extenuating circumstances. Additional days that are approved shall be deducted from sick leave or personal leave. Immediate family include spouse, children, parents, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, aunt, uncle. The aforementioned would include step-relations. Bereavement shall be available for each occurrence that qualifies under this provision.

9.7 PERSONAL LEAVE

Employees will receive two (2) days of personal leave per year. Employees can accrue up to a maximum of three (3) days of personal leave. If personal leave is unused one year, the following year the personal leave days shall accumulate to three (3) personal leave days, and thereafter shall accumulate as sick days.

The leave is to be approved by the supervisor, requiring forty-eight (48) hours notice, except in an emergency. The leave shall not be granted during the first or last five (5) days of student attendance or the days preceding or following a school vacation or holiday unless approved by the Executive Director of Human Resources. The use of three (3) consecutive personal leave days must have prior approval of the Executive Director of Human Resources. The leave is to be used for employee personal and business uses which cannot be scheduled outside regular employment hours

9.8 PLANNED MEDICAL LEAVE

For planned medical procedures, notification to the District should be made as soon as the dates are known. The request for leave must be accompanied by a doctor's note indicating the date(s) of the procedure and any time off work required as a result of the procedure.

9.9 UNPAID LEAVE OF ABSENCE

- 1. An employee may be granted an extended leave of absence for a period not to exceed one (1) year.
- 2. Leave will not be granted for the employee to accept a position of employment.
- 3. Unpaid leaves for developing parental relationships for a new child may be granted by the District to one (1) spouse/parent only. Said leave shall not exceed the remaining balance of the school year during which the leave is requested (through June 30). Such leave must be requested and approved by the District prior to the end of the medically approved absence in the event of a child's birth or thirty (30) days prior to the assumption of parenthood in an adoption. This provision does not prohibit qualified leave under the Family Medical Leave Act (FMLA) for eligible employees.
- 4. Unpaid leaves for student teaching may be granted for a term of one (1) semester per the District calendar. Requests must be submitted in writing to the Human Resources Department by April 1st of the year prior to the leave.
- 5. The employee may carry District health insurance at the employee's own expense during an unpaid leave of absence (in accordance with COBRA provisions). The employee will retain accrued sick leave and seniority rights while on leave of absence. However, seniority and sick leave shall not accrue during the same leave. The district will return the employee to a similar or same position.

9.10 JUDICIAL LEAVE

When an employee is called for jury service in any municipal, county, state or federal court the employee shall advise the supervisor and Human Resources office immediately upon receipt of such call, and if taken from work for such service shall be reimbursed at the rate of pay as would normally be accrued during performance of regular duties. If paid for jury duty, this compensation will be forwarded to the District upon request.

9.11 SUBPOENA LEAVE

A leave of absence with pay shall be granted when an employee is subpoenaed to appear in a court of law. This leave does not cover personal litigation of the employee or litigation involved in labor disputes with the employer. If any witness fees are paid, that amount shall be deducted from the employee's regular pay.

9.12 MILITARY LEAVE

Any member ordered to serve in the military service of the United States shall be granted a leave of absence without pay. Said member will be returned to the same position left or an equivalent position for which the member is qualified. Said member shall be given credit on the salary schedule for the years on military leave.

9.13 FAMILY MILITARY LEAVE

Employees shall upon request, be granted a family military leave of absence in accordance with the federal and state law for the purpose of spending time with immediate family members serving in the armed forces immediately prior to or following their deployment to a zone of conflict or when on leave from the same. The first three (3) days of such leave shall be paid. The employee may also utilize any additional unused personal leave.

ARTICLE X ECONOMIC PROVISIONS AND EXPERIENCE

10.1 SALARY SCHEDULE

Placement on the salary schedule will be done prior to the beginning of each school year or upon initial hire of an employee based on the employee's certification status and experience. Credit for paraprofessional, teacher aide or teacher assistant, or teacher experience up to five (5) years will be granted.

An employee will not be moved from one salary schedule to another once placement has been finalized unless the District has made an error in placement. Transcripts supporting placement on the Associate's or Bachelor's degree salary schedule must be received by the Human Resources Department by August 15 preceding the school year in which the placement is to take effect.

See attached salary schedules for hourly rates of pay.

10.2 INSURANCE ELIGIBILITY

Only employees working thirty (30) hours or more per week shall be eligible for the insurance plans offered by the District. Within thirty (30) <u>calendar</u> days of hire the District will furnish new employees with pertinent information concerning benefits available to t hem.

10.3 INSURANCE PREMIUM CONTRIBUTIONS

The Board shall contribute the following percentages toward the cost of the plan for all employees hired before July 1st, 2017 who qualify and desire such coverage:

Single Coverage - 85%

Single Plus One or More Dependents - 70%

For all employees hired on or after July 1st, 2017 who are eligible to participate, the District shall follow the contribution schedule below for Single+1 and Family coverage. The Board shall pay 85% of single coverage for all eligible employees regardless of hire date. All employees hired after February 1st will not be placed on a contract and will not qualify for benefits or accrue credit based on the schedule below. For instance, an employee hired on March 1st who returns for the following school year will be placed in Year 1 of the schedule below.

| Coverage Plan | Year 1 | Year 2 | Year 3 | Year 4 | Year 5+ |
|---------------|--------|--------|--------|--------|---------|
| Single +1 | 50% | 55% | 60% | 65% | 70% |
| Family | 50% | 55% | 60% | 65% | 70% |

The dependents of a member covered by medical insurance who dies while under contract shall be allowed to continue the same coverage up to twelve (12) months at no additional cost to the dependent.

10.4 LIFE INSURANCE

The Board agrees to provide term life insurance in the amount of \$50,000.00 for all eligible employees who participate in the District's medical insurance plan or term life insurance in the amount of \$60,000.00 for those employees who do not participate in the District's medical insurance plan.

10.5 PAYCHECKS

Pay checks to all employees will be distributed on the 15th and 30th of each month. Employees will receive twenty-four (24) paychecks per school year.

All new employees must enroll in direct deposit.

10.6 YEARS OF SERVICE

An employee who works ninety (90) days or more during any school year shall be credited for a year of employment for the purpose of salary placement.

10.7 SUBSTITUTE TEACHING

- 1. Employees shall not be asked to perform the work of a substitute teacher unless the employee has a teaching certificate or a substitute certificate. When an employee substitutes for a period of thirty (30) consecutive minutes up to three (3) hours, said employee will receive the per diem plus twenty five dollars (\$25.00). When an employee substitutes for a period of more than three (3) hours, said employee will receive the per diem plus fifty dollars (\$50.00).
- 2. Paraprofessionals cannot be required to substitute more than eight (8) hours per work week without mutual consent. A paraprofessional's refusal to substitute beyond this time may not be considered negatively in a performance review.

10.8 WORK PERFORMED OUTSIDE OF SCHEDULED WORK DAY

- 1. Any work or duties performed by an employee outside the scheduled work day shall be compensated at the employee's rate of pay. Such work must have the prior approval of a supervising administrator.
- 2. Employees forfeiting a portion of their unpaid lunch to perform lunch room supervision duties shall be compensated at a rate of the higher of \$15 or their hourly wage. If a member received more than \$500 in compensation related to this duty in the 18-19 school year and is subsequently identified to perform the duty in the 19-20 school year and beyond, they will receive the \$27 per hour until such time as they stop performing this duty.

An employee may choose to be part of a voluntary pool of lunchroom supervisors. Lunchroom supervision shall not be included in the paraprofessional's job description.

10.9 RETIREMENT STIPEND

Eligible employees shall receive one (1) of the following one-time retirement stipend options:

- A. An employee who has a minimum of twenty (20) years of service with the District, who is/will be fifty-five (55) years of age by June 30th of the year in which the employee intends to retire shall be eligible for a one-time retirement stipend of (\$7,000.00) dollars.
- B. An employee who has a minimum of fifteen (15) years of service with the District, who is/will be fifty-five (55) years of age by June 30th of the year in which the employee intends to retire shall be eligible for a one-time retirement stipend of (\$6,000.00) dollars.
- C. An employee who has a minimum of ten (10) years of service with the District, who is/will be fifty-five (55) years of age by June 30th of the year in which the employee intends to retire shall be eligible for a one-time retirement stipend of five thousand (\$5,000.00) dollars.

The stipend will be paid the year of retirement on a member's regular paycheck throughout the school year, not to exceed 6%. All remaining portion of the stipend will be paid as a lump sum, less customary and appropriate deductions, on the first payroll after an IMRF reporting

month that the employee does not receive a payroll check.

Upon retirement from the district, any sick days in excess of what can be transferred to IMRF, may be sold back to the district at a rate of .5 per day at the members final rate of pay. No more than 100 sick days (50 days paid out) may be sold.

In lieu of the one-time incentives listed above, members may opt for the following:

Members of the bargaining unit with a minimum of ten (10) years full-time experience to the District who will be eligible for IMRF retirement the year they intend to retire may submit a retirement letter to the district up to four (4) years prior to their final year of active service. This letter must be submitted by February 1 of the year it is submitted. Members who submit the letter may elect to receive an additional 2 percent increase over their scheduled raises for each of the years after the letters is submitted prior to retirement.

At no time may this increase surpass 6 percent per year. Paraprofessionals who elect this option will not be eligible for the one-time retirement stipend and must retire on or before the date they included in their original request.

10.10 ILLINOIS MUNICIPAL RETIREMENT SYSTEM (IMRF)

The District shall pay 4.5% of the employee's share of the IMRF contribution.

10.11 STIPENDS/INCREMENTS

Once the certified staff has chosen co-curricular activity assignments from the Increment Classifications and Differential Index, a paraprofessional may apply for any unfilled position. If hired, the paraprofessional shall receive the stipend/increment negotiated in the current AEAW Negotiated Agreement. This amount will be paid out at the employee's appropriate hourly rate, which may be an overtime rate if the employee exceeds forty (40) hours per week. The employee must submit a time sheet for the hours.

10.12 STIPENDS FOR ASSIGNMENTS

Paraprofessionals assigned to the following positions shall be paid a stipend of \$250 per semester: Elementary LMC, General Severe Needs, and Job Coaches. Severe Needs paraprofessionals working at Hope D. Wall School or the Hope D. Wall Severe Needs Preschool locations shall be paid a stipend of \$500 per semester. The stipends shall be paid within 30 days after the end of the semester for which the stipend was earned. Paraprofessionals hired into any of the above categories after the midpoint of the semester will receive one-half (1/2) of the above stipend for the semester in which they were hired.

10.13 INTERPRETER PAY

Paraprofessionals interested in becoming a district certified interpreter must complete a face to face skills based assessment and receive a certificate of completion. The district will generate and administered the assessment as needed. Paraprofessionals will be tested by August 30th.

Outside Contract Hours:

- After contract hours \$20.00 per hour (time and ½ if applicable, max \$30.00 per hour)
- Supervisor of said meeting signs off on time sheet(s), then the building supervisor signature is attached for payroll purposes.

During Contract Hours:

Interpreting must be outside daily job responsibilities, (i.e. IEP Meeting, Discipline

- Meeting, Conference) compensation will be an additional \$5.00 per hour during contract hours
- Supervisor of said meeting signs off on time sheet(s), then the building supervisor signature is attached for payroll purposes.

^{***} All overtime hours to complete daily job responsibilities as a result of providing interpretation must be approved by the immediate administrative supervisor.

ARTICLE XI CONTRACT ADMINISTRATION

11.1 COLLABORATIVE MEETINGS

On a regular basis, as scheduled by the Association and the District, the parties shall meet to discuss problems relating to the interpretation or compliance with this Collective Bargaining Agreement and any other issues of concern to either party.

Such meetings will be held as requested by either party, but the parties shall schedule at least three (3) meetings per year. If the meetings occur during the workday the employees shall suffer no loss in pay.

ARTICLE XII EVALUATION

All first and second year employees shall receive a formal evaluation at least once each school year. All other employees shall receive a formal evaluation at least once every other year.

On the first day of school for returning employees or within five (5) days of the first day of work for new employees, employees shall be given the name of their immediate supervisor.

By September 15th of each school year, the evaluator, building administrator or designee, will meet with all employees as a group to review the evaluation instrument and explain the evaluation process. For employee starting after September 15th this meeting will occur within 20 days of the first day of work.

- The standard District paraprofessional evaluation form shall be used in the evaluation of all employees. The evaluation form may be reviewed and/or revised upon request by either the Association or the District. Any changes to the existing instrument will be made jointly by a committee composed of Association members and District administrators.
- 2. By winter break the evaluator will meet with each employee with whom there are performance concerns.
- 3. Unsatisfactory performance will be reviewed by the evaluator with the employee within thirty (30) days of aforementioned meeting.
- 4. By April 1st a conference will be held between the employee and evaluator to present and review the formal written evaluation.
- 5. Employees must sign the evaluation document. If an employee disagrees with the evaluation, the employee may write a rebuttal and submit it to the Human Resources Department within five (5) working days of receipt of the evaluation. Said rebuttal shall be attached to the evaluation and placed in the employee's personnel file.

ARTICLE XIII DISCIPLINE

13.1 PROGRESSIVE DISCIPLINE

Non-probationary employees will not be disciplined without just cause. The Executive Director of Human Resources or designee may place an employee on paid administrative leave while an issue is being investigated. When an administrator deems an action of an employee serious enough to warrant possible disciplinary action against that employee, the District shall, except in cases of potential harm or threat, provide the member and Association President 24-hour notice of any pre-disciplinary meeting. An Association representative will attend any disciplinary meeting at the member's request. In issuing discipline, the District shall adhere to the progressive discipline concepts as follows:

Verbal Warning: This warning will be summarized in writing and a copy will be given to the member and Association President after the verbal warning has been issued. The written summary will not be placed in the member's personnel file.

Letter of Direction: A copy of this written notice shall be given to the member and Association President after a meeting where the member had the opportunity to respond to the information presented. Any Letter of Direction placed in a member's personnel file will be removed and no longer available for reference in future disciplinary proceedings after a period of four (4) years, assuming no similar disciplinary action has occurred during this time.

Letter of Reprimand: A copy of this written notice shall be given to the member and Association President after a meeting where the member had the opportunity to respond to the information presented. Any Letter of Reprimand placed in a member's personnel file will be removed and no longer available for reference in future disciplinary proceedings after a period of six (6) years, assuming no similar disciplinary action has occurred during this time.

Suspension: Suspension, with or without pay, shall be preceded by a hearing before the Executive Director of Human Resources or designee in which the member shall be given reasons and evidence which support the suspension and the opportunity to respond to the information presented. A copy of a written summary of reasons and supporting evidence for suspension shall be provided to the member and Association President as soon as reasonable.

Dismissal: Upon the member's request and prior to the School Board's vote to dismiss an employee, the member will be provided an opportunity to have a hearing before the Executive Director of Human Resources or designee in which the member shall be given reasons and evidence which support the dismissal and the opportunity to respond to the information presented. A copy of a written summary of reasons and supporting evidence for dismissal shall be provided to the member and Association President as soon as reasonable.

Unfounded Investigations

When school district administration finds an allegation unfounded, all written documentation of the incident, including any notices referring to administrative leave, notices regarding investigatory meetings, and other written documents related to the investigation must be removed from the member's personnel file.

13.2 COMPLAINTS FROM AN OUTSIDE SOURCE

Any complaint or derogatory reference against an employee by any parent, student or other person shall be called to the attention of the employee. Any complaint not called to the attention of the employee may not be used as the sole basis for any disciplinary action against the employee unless the complaint is part of a legal investigation.

ARTICLE XIV STRIKES/LOCKOUTS

The Association agrees not to strike during the term of this Agreement. The District agrees to not lockout employees during the term of this Agreement.

15.1 CURRENT AND FUTURE LAWS

It is understood and agreed by the parties that this Agreement is subject to all applicable existing and future laws of the State of Illinois, including rules and regulation by the Office of the State Superintendent of Schools, or agencies of government, other than the District pursuant to the authority granted them by the legislature.

15.2 COMPLIANCE WITH LAW

Should any article, section or portion of this Agreement be held unlawful or invalid in any court, agency, ruling or opinion of the attorney general or be in conflict with existing state laws, such decision shall apply only to the article, section or portion thereof directly specified in such decision or opinion. The remaining provision of this Agreement shall remain in full force and effect. In the event a provision is determined to be unlawful or invalid, such provisions shall be renegotiated. Collaborative Bargaining shall commence within two (2) weeks after receipt of the written decision affecting this section. The parties will enter collaborative bargaining for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision(s).

15.3 DURATION OF AGREEMENT

The provisions of this Agreement shall be in full force and effect from July 1, 2019 to June 30, 2023.

SIGNATURES

| FOR THE ASSOCIATION: | FOR THE DISTRICT: |
|------------------------|-------------------|
| By: leu Sh | By: Joy Engler |
| Date: 4-15-19 | Date: 4/15/19 |
| By: Dokucia U-15-19 | By: Date of the |
| Date: | Date: 4//17/5 |

APPENDIX A
Salary Schedule for 2019-2020

| HIGHLY QUALIFIED | | ASSOCIA ⁻ | TES DEGREE | BACHELO | RS DEGREE |
|------------------|---------|----------------------|------------|---------|-----------|
| YEAR | RATE | YEAR | RATE | YEAR | RATE |
| 1 | \$13.12 | 1 | \$13.37 | 1 | \$13.64 |
| 2 | \$13.40 | 2 | \$13.67 | 2 | \$13.94 |
| 3 | \$13.68 | 3 | \$13.96 | 3 | \$14.22 |
| 4 | \$13.97 | 4 | \$14.25 | 4 | \$14.53 |
| 5 | \$14.25 | 5 | \$14.54 | 5 | \$14.84 |
| 6 | \$14.54 | 6 | \$14.84 | 6 | \$15.12 |
| 7 | \$14.82 | 7 | \$15.13 | 7 | \$15.43 |
| 8 | \$15.12 | 8 | \$15.44 | 8 | \$15.73 |
| 9 | \$15.43 | 9 | \$15.74 | 9 | \$16.05 |
| 10 | \$15.73 | 10 | \$16.07 | 10 | \$16.37 |
| 11 | \$16.06 | 11 | \$16.38 | 11 | \$16.69 |
| 12 | \$16.37 | 12 | \$16.70 | 12 | \$17.03 |
| 13 | \$16.69 | 13 | \$17.05 | 13 | \$17.37 |
| 14 | \$17.04 | 14 | \$17.38 | 14 | \$17.72 |
| 15 | \$17.37 | 15 | \$17.73 | 15 | \$18.07 |
| 16 | \$17.72 | 16 | \$18.09 | 16 | \$18.44 |
| 17 | \$18.08 | 17 | \$18.45 | 17 | \$18.80 |
| 18 | \$18.44 | 18 | \$18.81 | 18 | \$19.18 |
| 19 | \$18.80 | 19 | \$19.20 | 19 | \$19.56 |
| 20 | \$19.19 | 20 | \$19.57 | 20 | \$19.96 |
| 21 | \$19.47 | 21 | \$19.86 | 21 | \$20.25 |
| 22 | \$19.76 | 22 | \$20.17 | 22 | \$20.55 |
| 23 | \$20.07 | 23 | \$20.47 | 23 | \$20.86 |
| 24 | \$20.36 | 24 | \$20.78 | 24 | \$21.18 |
| 25 | \$20.67 | 25 | \$21.09 | 25 | \$21.50 |
| 26 | \$20.98 | 26 | \$21.40 | 26 | \$21.81 |
| 27 | \$21.29 | 27 | \$21.72 | 27 | \$22.14 |
| 28 | \$21.61 | 28 | \$22.05 | 28 | \$22.48 |
| 29 | \$21.93 | 29 | \$22.39 | 29 | \$22.82 |
| 30 | \$22.27 | 30 | \$22.71 | 30 | \$23.16 |

APPENDIX B
Salary Schedule for 2020-2021

| HIGHLY QUALIFIED | | ASSOCIA | TES DEGREE | BACHELO | RS DEGREE |
|------------------|---------|---------|------------|---------|-----------|
| YEAR | RATE | YEAR | RATE | YEAR | RATE |
| 1 | \$13.29 | 1 | \$13.54 | 1 | \$13.82 |
| 2 | \$13.57 | 2 | \$13.85 | 2 | \$14.12 |
| 3 | \$13.86 | 3 | \$14.14 | 3 | \$14.40 |
| 4 | \$14.15 | 4 | \$14.44 | 4 | \$14.72 |
| 5 | \$14.44 | 5 | \$14.73 | 5 | \$15.03 |
| 6 | \$14.73 | 6 | \$15.03 | 6 | \$15.32 |
| 7 | \$15.01 | 7 | \$15.33 | 7 | \$15.63 |
| 8 | \$15.32 | 8 | \$15.64 | 8 | \$15.93 |
| 9 | \$15.63 | 9 | \$15.94 | 9 | \$16.26 |
| 10 | \$15.93 | 10 | \$16.28 | 10 | \$16.58 |
| 11 | \$16.27 | 11 | \$16.59 | 11 | \$16.91 |
| 12 | \$16.58 | 12 | \$16.92 | 12 | \$17.25 |
| 13 | \$16.91 | 13 | \$17.27 | 13 | \$17.60 |
| 14 | \$17.26 | 14 | \$17.61 | 14 | \$17.95 |
| 15 | \$17.60 | 15 | \$17.96 | 15 | \$18.30 |
| 16 | \$17.95 | 16 | \$18.33 | 16 | \$18.68 |
| 17 | \$18.32 | 17 | \$18.69 | 17 | \$19.04 |
| 18 | \$18.68 | 18 | \$19.05 | 18 | \$19.43 |
| 19 | \$19.04 | 19 | \$19.45 | 19 | \$19.81 |
| 20 | \$19.44 | 20 | \$19.82 | 20 | \$20.22 |
| 21 | \$19.72 | 21 | \$20.12 | 21 | \$20.51 |
| 22 | \$20.02 | 22 | \$20.43 | 22 | \$20.82 |
| 23 | \$20.33 | 23 | \$20.74 | 23 | \$21.13 |
| 24 | \$20.62 | 24 | \$21.05 | 24 | \$21.46 |
| 25 | \$20.94 | 25 | \$21.36 | 25 | \$21.78 |
| 26 | \$21.25 | 26 | \$21.68 | 26 | \$22.09 |
| 27 | \$21.57 | 27 | \$22.00 | 27 | \$22.43 |
| 28 | \$21.89 | 28 | \$22.34 | 28 | \$22.77 |
| 29 | \$22.22 | 29 | \$22.68 | 29 | \$23.12 |
| 30 | \$22.56 | 30 | \$23.01 | 30 | \$23.46 |

APPENDIX C
Salary Schedule for 2021-2022

| HIGHLY QUALIFIED | | ASSOCIAT | TES DEGREE | BACHELORS DEGREE | | |
|------------------|---------|----------|------------|------------------|---------|--|
| YEAR | RATE | YEAR | RATE | YEAR | RATE | |
| 1 | \$13.46 | 1 | \$13.72 | 1 | \$14.00 | |
| 2 | \$13.75 | 2 | \$14.03 | 2 | \$14.30 | |
| 3 | \$14.04 | 3 | \$14.32 | 3 | \$14.59 | |
| 4 | \$14.33 | 4 | \$14.63 | 4 | \$14.91 | |
| 5 | \$14.63 | 5 | \$14.92 | 5 | \$15.23 | |
| 6 | \$14.92 | 6 | \$15.23 | 6 | \$15.52 | |
| 7 | \$15.21 | 7 | \$15.53 | 7 | \$15.83 | |
| 8 | \$15.52 | 8 | \$15.84 | 8 | \$16.14 | |
| 9 | \$15.83 | 9 | \$16.15 | 9 | \$16.47 | |
| 10 | \$16.14 | 10 | \$16.49 | 10 | \$16.80 | |
| 11 | \$16.48 | 11 | \$16.81 | 11 | \$17.13 | |
| 12 | \$16.80 | 12 | \$17.14 | 12 | \$17.47 | |
| 13 | \$17.13 | 13 | \$17.49 | 13 | \$17.83 | |
| 14 | \$17.48 | 14 | \$17.84 | 14 | \$18.18 | |
| 15 | \$17.83 | 15 | \$18.19 | 15 | \$18.54 | |
| 16 | \$18.18 | 16 | \$18.57 | 16 | \$18.92 | |
| 17 | \$18.56 | 17 | \$18.93 | 17 | \$19.29 | |
| 18 | \$18.92 | 18 | \$19.30 | 18 | \$19.68 | |
| 19 | \$19.29 | 19 | \$19.70 | 19 | \$20.07 | |
| 20 | \$19.69 | 20 | \$20.08 | 20 | \$20.48 | |
| 21 | \$19.98 | 21 | \$20.38 | 21 | \$20.78 | |
| 22 | \$20.28 | 22 | \$20.70 | 22 | \$21.09 | |
| 23 | \$20.59 | 23 | \$21.01 | 23 | \$21.40 | |
| 24 | \$20.89 | 24 | \$21.32 | 24 | \$21.74 | |
| 25 | \$21.21 | 25 | \$21.64 | 25 | \$22.06 | |
| 26 | \$21.53 | 26 | \$21.96 | 26 | \$22.38 | |
| 27 | \$21.85 | 27 | \$22.29 | 27 | \$22.72 | |
| 28 | \$22.17 | 28 | \$22.63 | 28 | \$23.07 | |
| 29 | \$22.51 | 29 | \$22.97 | 29 | \$23.42 | |
| 30 | \$22.85 | 30 | \$23.31 | 30 | \$23.77 | |

APPENDIX D
Salary Schedule for 2022-2023

| HIGHLY | HIGHLY QUALIFIED | | TES DEGREE | BACHELORS DEGREE | | |
|--------|------------------|------|------------|------------------|---------|--|
| YEAR | RATE | YEAR | RATE | YEAR | RATE | |
| 1 | \$13.64 | 1 | \$13.90 | 1 | \$14.18 | |
| 2 | \$13.93 | 2 | \$14.21 | 2 | \$14.49 | |
| 3 | \$14.22 | 3 | \$14.51 | 3 | \$14.78 | |
| 4 | \$14.52 | 4 | \$14.82 | 4 | \$15.10 | |
| 5 | \$14.82 | 5 | \$15.11 | 5 | \$15.43 | |
| 6 | \$15.11 | 6 | \$15.43 | 6 | \$15.72 | |
| 7 | \$15.41 | 7 | \$15.73 | 7 | \$16.04 | |
| 8 | \$15.72 | 8 | \$16.05 | 8 | \$16.35 | |
| 9 | \$16.04 | 9 | \$16.36 | 9 | \$16.68 | |
| 10 | \$16.35 | 10 | \$16.70 | 10 | \$17.02 | |
| 11 | \$16.69 | 11 | \$17.03 | 11 | \$17.35 | |
| 12 | \$17.02 | 12 | \$17.36 | 12 | \$17.70 | |
| 13 | \$17.35 | 13 | \$17.72 | 13 | \$18.06 | |
| 14 | \$17.71 | 14 | \$18.07 | 14 | \$18.42 | |
| 15 | \$18.06 | 15 | \$18.43 | 15 | \$18.78 | |
| 16 | \$18.42 | 16 | \$18.81 | 16 | \$19.17 | |
| 17 | \$18.80 | 17 | \$19.18 | 17 | \$19.54 | |
| 18 | \$19.17 | 18 | \$19.55 | 18 | \$19.94 | |
| 19 | \$19.54 | 19 | \$19.96 | 19 | \$20.33 | |
| 20 | \$19.95 | 20 | \$20.34 | 20 | \$20.75 | |
| 21 | \$20.24 | 21 | \$20.64 | 21 | \$21.05 | |
| 22 | \$20.54 | 22 | \$20.97 | 22 | \$21.36 | |
| 23 | \$20.86 | 23 | \$21.28 | 23 | \$21.68 | |
| 24 | \$21.16 | 24 | \$21.60 | 24 | \$22.02 | |
| 25 | \$21.49 | 25 | \$21.92 | 25 | \$22.35 | |
| 26 | \$21.81 | 26 | \$22.25 | 26 | \$22.67 | |
| 27 | \$22.13 | 27 | \$22.58 | 27 | \$23.02 | |
| 28 | \$22.46 | 28 | \$22.92 | 28 | \$23.37 | |
| 29 | \$22.80 | 29 | \$23.27 | 29 | \$23.72 | |
| 30 | \$23.15 | 30 | \$23.61 | 30 | \$24.08 | |

APPENDIX E

WEST AURORA PARAPROFESSIONALS GRIEVANCE FORM

| Date: | | | |
|-----------------------------------|---------------------|---------------|--|
| Name of Complainant: | | | |
| Position: | | | |
| Lacations | | | |
| Building Administrator: | | | |
| Section(s) of Contract Violated: | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Brief Description of Grievance (v | vith date(s)): | | |
| | | | |
| | | | |
| | | | |
| Proposed Remedy: | | | |
| , | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Grievant | WAPA Re | presentative | |
| Date: | | | |
| Resolution Summary: | | | |
| , | | | |
| | | | |
| | | | |
| | | | |
| Grievant | WAPA Representative | Administrator | |
| | | | |

This page left blank intentionally.

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTADING is entered into this // day of Otrohe/, 2021, between the Board of Education of West Aurora School District 129, Kane County, Illinois (the "Board") and the West Aurora Paraprofessionals Association, WAPA, (the "Union") (collectively, the "Parties") to memorialize an agreement between the District and the Union.

WHEREAS, WAPA is the sole and exclusive bargaining representative for all paraprofessionals previously recognized by the Illinois Educational Labor Board and excluding all managerial, supervisory, confidential, and short-term employees as defined by the Illinois Educational Labor Relations Act;

WHEREAS, the District and the Union are parties to a Collective Bargaining Agreement effective from 2019-2023 ("2019-2023 CBA");

WHEREAS, the 2019-2023 CBA, Article X, Economic Provisions and Experience, provides a salary schedule 10.1, Appendices A-D, and Insurance Benefits 10.2 and 10.3

WHEREAS, in considering current staffing circumstances related to paraprofessional positions in District 129, the Parties have agreed to open the 2019-2023 CBA for the purpose of compensation and insurance benefits only;

NOW, **THEREFORE**, in consideration of the following mutual agreement, the Parties agree to the following:

- 1. For Appendix C, Salary Schedule for 2021-2022:
 - a. The starting salary will be increased by \$1.00.
 - b. All existing paraprofessional salaries will be increased by \$1.00. Increases will begin with November 1st and will be reflected on the November 15th payroll. Increases will not be retroactive.
- 2. For Appendix D, Salary Schedule for 2022-2023 is attached and has been revised to reflect the \$1 increase as well as the previously bargained for increases.
- 3. All employees shall be eligible to participate in the Board covered District Family and Employee + 1 Insurance Coverage at 70%. Employees will have the opportunity to change their election prior to the beginning of the plan year January 1, 2022.

All other provisions of the current collective bargaining agreement between WAPA and the Board will remain unchanged. This Agreement is final and binding. It may be modified, amended or supplemented only in writing and agreed to by both Parties.

IN WITNESS WHEREOF, THE BOARD OF EDUCATION OF AURORA SCHOOL DISTRICT 129, KANE COUNTY, ILLINOIS and the WEST AURORA PARAPROFESSIONALS ASSOCIATION IEA/NEA, by their duly authorized representatives and agents, have signed and executed this Agreement on the dates indicated below.

WEST AURORA PARAPROFESSIONALS ASSOC.

WEST AURORA SCHOOL DISTRICT

NO.129, KANE COUNTY, ILLINOIS

PRESIDENT

DATE: 10-14-202 |

Date: 10/19/20

Board of Education President

Date:

| HIGHL | Y QUAL | 2021-22 | ASSO | CIATES | 2021-22 | BACH | IELORS | 2021-22 |
|-------|---------|-------------|------|---------|-------------|------|---------|-------------|
| YEAR | RATE | SALARY | YEAR | RATE | SALARY | YEAR | RATE | SALARY |
| 1 | \$14.46 | \$21,747.84 | 1 | \$14.72 | \$22,138.88 | 1 | \$15.00 | \$22,560.00 |
| 2 | \$14.75 | \$22,184.00 | 2 | \$15.03 | \$22,605.12 | 2 | \$15.30 | \$23,011.20 |
| 3 | \$15.04 | \$22,620.16 | 3 | \$15.32 | \$23,041.28 | 3 | \$15.59 | \$23,447.36 |
| 4 | \$15.33 | \$23,056.32 | 4 | \$15.63 | \$23,507.52 | 4 | \$15.91 | \$23,928.64 |
| 5 | \$15.63 | \$23,507.52 | 5 | \$15.92 | \$23,943.68 | 5 | \$16.23 | \$24,409.92 |
| 6 | \$15.92 | \$23,943.68 | 6 | \$16.23 | \$24,409.92 | 6 | \$16.52 | \$24,846.08 |
| 7 | \$16.21 | \$24,379.84 | 7 | \$16.53 | \$24,861.12 | 7 | \$16.83 | \$25,312.32 |
| 8 | \$16.52 | \$24,846.08 | 8 | \$16.84 | \$25,327.36 | 8 | \$17.14 | \$25,778.56 |
| 9 | \$16.83 | \$25,312.32 | 9 | \$17.15 | \$25,793.60 | 9 | \$17.47 | \$26,274.88 |
| 10 | \$17.14 | \$25,778.56 | 10 | \$17.49 | \$26,304.96 | 10 | \$17.80 | \$26,771.20 |
| 11 | \$17.48 | \$26,289.92 | 11 | \$17.81 | \$26,786.24 | 11 | \$18.13 | \$27,267.52 |
| 12 | \$17.80 | \$26,771.20 | 12 | \$18.14 | \$27,282.56 | 12 | \$18.47 | \$27,778.88 |
| 13 | \$18.13 | \$27,267.52 | 13 | \$18.49 | \$27,808.96 | 13 | \$18.83 | \$28,320.32 |
| 14 | \$18.48 | \$27,793.92 | 14 | \$18.84 | \$28,335.36 | 14 | \$19.18 | \$28,846.72 |
| 15 | \$18.83 | \$28,320.32 | 15 | \$19.19 | \$28,861.76 | 15 | \$19.54 | \$29,388.16 |
| 16 | \$19.18 | \$28,846.72 | 16 | \$19.57 | \$29,433.28 | 16 | \$19.92 | \$29,959.68 |
| 17 | \$19.56 | \$29,418.24 | 17 | \$19.93 | \$29,974.72 | 17 | \$20.29 | \$30,516.16 |
| 18 | \$19.92 | \$29,959.68 | 18 | \$20.30 | \$30,531.20 | 18 | \$20.68 | \$31,102.72 |
| 19 | \$20.29 | \$30,516.16 | 19 | \$20.70 | \$31,132.80 | 19 | \$21.07 | \$31,689.28 |
| 20 | \$20.69 | \$31,117.76 | 20 | \$21.08 | \$31,704.32 | 20 | \$21.48 | \$32,305.92 |
| 21 | \$20.98 | \$31,553.92 | 21 | \$21.38 | \$32,155.52 | 21 | \$21.78 | \$32,757.12 |
| 22 | \$21.28 | \$32,005.12 | 22 | \$21.70 | \$32,636.80 | 22 | \$22.09 | \$33,223.36 |
| 23 | \$21.59 | \$32,471.36 | 23 | \$22.01 | \$33,103.04 | 23 | \$22.40 | \$33,689.60 |
| 24 | \$21.89 | \$32,922.56 | 24 | \$22.32 | \$33,569.28 | 24 | \$22.74 | \$34,200.96 |
| 25 | \$22.21 | \$33,403.84 | 25 | \$22.64 | \$34,050.56 | 25 | \$23.06 | \$34,682.24 |
| 26 | \$22.53 | \$33,885.12 | 26 | \$22.96 | \$34,531.84 | 26 | \$23.38 | \$35,163.52 |
| 27 | \$22.85 | \$34,366.40 | 27 | \$23.29 | \$35,028.16 | 27 | \$23.72 | \$35,674.88 |
| 28 | \$23.17 | \$34,847.68 | 28 | \$23.63 | \$35,539.52 | 28 | \$24.07 | \$36,201.28 |
| 29 | \$23.51 | \$35,359.04 | 29 | \$23.97 | \$36,050.88 | 29 | \$24.42 | \$36,727.68 |
| 30 | \$23.85 | \$35,870.40 | 30 | \$24.31 | \$36,562.24 | 30 | \$24.77 | \$37,254.08 |

| НІСНІ | LY QUAL | 2022-23 | Δ\$\$0 | CIATES | 2022-23 | BACL | IELORS |
|-------|---------|-------------|--------|---------|-------------|------|---------|
| YEAR | RATE | SALARY | YEAR | RATE | SALARY | YEAR | |
| 1 | \$14.64 | \$22,018.56 | 1 | \$14.90 | \$22,409.60 | | RATE |
| | \$14.93 | | | \$14.90 | | 1 | \$15.18 |
| 2 | • | \$22,454.72 | 2 | • | \$22,875.84 | 2 | \$15.49 |
| | \$15.22 | \$22,890.88 | 3 | \$15.51 | \$23,327.04 | 3 | \$15.78 |
| 4 | \$15.52 | \$23,342.08 | 4 | \$15.82 | \$23,793.28 | 4 | \$16.10 |
| 5 | \$15.82 | \$23,793.28 | 5 | \$16.11 | \$24,229.44 | 5 | \$16.43 |
| 6 | \$16.11 | \$24,229.44 | 6 | \$16.43 | \$24,710.72 | 6 | \$16.72 |
| 7 | \$16.41 | \$24,680.64 | 7 | \$16.73 | \$25,161.92 | 7 | \$17.04 |
| 8 | \$16.72 | \$25,146.88 | 8 | \$17.05 | \$25,643.20 | 8 | \$17.35 |
| 9 | \$17.04 | \$25,628.16 | 9 | \$17.36 | \$26,109.44 | 9 | \$17.68 |
| 10 | \$17.35 | \$26,094.40 | 10 | \$17.70 | \$26,620.80 | 10 | \$18.02 |
| 11 | \$17.69 | \$26,605.76 | 11 | \$18.03 | \$27,117.12 | 11 | \$18.35 |
| 12 | \$18.02 | \$27,102.08 | 12 | \$18.36 | \$27,613.44 | 12 | \$18.70 |
| 13 | \$18.35 | \$27,598.40 | 13 | \$18.72 | \$28,154.88 | 13 | \$19.06 |
| 14 | \$18.71 | \$28,139.84 | 14 | \$19.07 | \$28,681.28 | 14 | \$19.42 |
| 15 | \$19.06 | \$28,666.24 | 15 | \$19.43 | \$29,222.72 | 15 | \$19.78 |
| 16 | \$19.42 | \$29,207.68 | 16 | \$19.81 | \$29,794.24 | 16 | \$20.17 |
| 17 | \$19.80 | \$29,779.20 | 17 | \$20.18 | \$30,350.72 | 17 | \$20.54 |
| 18 | \$20.17 | \$30,335.68 | 18 | \$20.55 | \$30,907.20 | 18 | \$20.94 |
| 19 | \$20.54 | \$30,892.16 | 19 | \$20.96 | \$31,523.84 | 19 | \$21.33 |
| 20 | \$20.95 | \$31,508.80 | 20 | \$21.34 | \$32,095.36 | 20 | \$21.75 |
| 21 | \$21.24 | \$31,944.96 | 21 | \$21.64 | \$32,546.56 | 21 | \$22.05 |
| 22 | \$21.54 | \$32,396.16 | 22 | \$21.97 | \$33,042.88 | 22 | \$22.36 |
| 23 | \$21.86 | \$32,877.44 | 23 | \$22.28 | \$33,509.12 | 23 | \$22.68 |
| 24 | \$22.16 | \$33,328.64 | 24 | \$22.60 | \$33,990.40 | 24 | \$23.02 |
| 25 | \$22.49 | \$33,824.96 | 25 | \$22.92 | \$34,471.68 | 25 | \$23.35 |
| 26 | \$22.81 | \$34,306.24 | 26 | \$23.25 | \$34,968.00 | 26 | \$23.67 |
| 27 | \$23.13 | \$34,787.52 | 27 | \$23.58 | \$35,464.32 | 27 | \$24.02 |
| 28 | \$23.46 | \$35,283.84 | 28 | \$23.92 | \$35,975.68 | 28 | \$24.37 |
| 29 | \$23.80 | \$35,795.20 | 29 | \$24.27 | \$36,502.08 | 29 | \$24.72 |
| 30 | \$24.15 | \$36,321.60 | 30 | \$24.61 | \$37,013.44 | 30 | \$25.08 |

2022-23 **SALARY** \$22,830.72 \$23,296.96 \$23,733.12 \$24,214.40 \$24,710.72 \$25,146.88 \$25,628.16 \$26,094.40 \$26,590.72 \$27,102.08 \$27,598.40 \$28,124.80 \$28,666.24 \$29,207.68 \$29,749.12 \$30,335.68 \$30,892.16 \$31,493.76 \$32,080.32 \$32,712.00

\$33,163.20 \$33,629.44 \$34,110.72 \$34,622.08 \$35,118.40 \$35,599.68 \$36,126.08 \$36,652.48 \$37,178.88 \$37,720.32