



**AGREEMENT
BETWEEN
THORNTON TOWNSHIP HIGH SCHOOLS
DISTRICT 205 BOARD OF EDUCATION
AND
PARAPROFESSIONAL EMPLOYEES
OF THE UNION OF SUPPORT STAFF
THORNTON TOWNSHIP HIGH SCHOOLS DISTRICT 205**

JULY 1, 2018 — JUNE 30, 2023



*Individually we are but one drop,
Together we are an ocean!*



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ARTICLE I

RECOGNITION

Section 1.1

The Board of Education of School District #205, Cook County, Illinois, hereinafter referred to as the "Board," hereby recognizes the Union of Support Staff - IEA/NEA, hereinafter referred to as "U.S.S." or the "Union" as the sole and exclusive negotiating agent for all paraprofessional employees located at each attendance center of District #205, including the Peace Center and Outlook Academy. Such representation shall exclude all clerical employees, buildings, grounds and maintenance employees, food service employees, professional employees, supervisors, managerial employees, confidential employees, short-term employees, student employees, and craft employees as defined by the IELRA. The term "employee" in this Agreement shall refer to all employees represented by the U.S.S. - IEA/NEA in the bargaining unit as previously defined. The Board and the U.S.S. agree that this Agreement contains all the terms and understandings between the Board and the U.S.S. and that all Letters of Agreement, Letters of Understanding, Memorandum of Understanding predating this Agreement unless fully stated in the terms of this Agreement are no longer in effect.

Section 1.2

The Board agrees not to negotiate with any other paraprofessional organization purporting to represent employees defined in 1.1 above or with individual employees within the bargaining unit with regard to negotiated items provided in this Agreement.

Section 1.3 - Fair Share

- A. Each employee, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Union or pay a fair share fee to the Union equivalent to the amount of dues uniformly required of members of the Union, including local, state and national dues.
- B. In the event that the employee does not pay his/her fair share fee directly to the Union by a certain date as established by the Union, the Board shall deduct the fair share fee from the wages of the non-member.
- C. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.
- D. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1. The Board gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and

2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
- E. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board, from any liability for damages and costs, including but not limited to, damages, attorney's fees and costs arising out of or related to the Board's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.
- F. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member, objects to the payment of a fair share fee to the Union. Upon proper substantiation and collection of the entire fee, the Union will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Union policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE II

RIGHTS AND RESPONSIBILITIES OF THE UNION AND THE BOARD

Section 2.1 - Contracts

- A. The Board shall not issue individual employee contracts or employment agreements during the negotiations and prior to agreement being reached between the Board and the Union.

However, the Board may issue individual employment contracts to new employees, provided that the individual contract is consistent with the terms and conditions of this or successor agreements.
- B. All new employees shall have a probationary period of one complete school year that is 185 days.
- C. All new employees shall be hired at step 1 of the salary schedule.
- D. Paraprofessionals shall meet state and federal mandates as required by legislation.

Section 2.2 - Use of Buildings

The Union shall have the right to hold meetings on District property after regular school hours provided the meetings do not interfere with any aspect of the curricular or extracurricular programs of the District. Any expenses to the District as a result of the meetings will be borne by the Union. Such meetings must be scheduled in advance with the local school.

An area on the bulletin board will be made available in each building for the exclusive use of the Union of Support Staff.

Section 2.3 - Use of Equipment

The Union shall have the right to use office equipment including typewriters, computers, duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use and provided the Union shall pay all costs associated therewith.

Section 2.4 - Board Meeting

When an employee is required to appear before the Board or District Administrator for a formal discussion concerning the continuation of the employee in his or her employment, the employee will be given at least five (5) days prior written notice except where the situation requires immediate resolution. The employee shall be entitled to have a representative of the Union present to advise and/or represent him or her during the meeting if the employee so desires.

Section 2.5 - Information

The Board agrees to make available for reproduction to the Union upon request, all available public information already compiled concerning the financial resources of the District, such as, but not limited to, annual financial reports and audits, annual budgets, agenda and minutes of all Board meetings and treasurer's reports.

Nothing herein shall require the Board, administrative, or clerical staff to research or assemble information.

Section 2.6 - Employee Lists

Names, sites, locations, home addresses and job titles of all bargaining unit members shall be provided by the director of Human Resources to the Union treasurer by September 15 of each year. Such information pertaining to employees hired after August 30 shall be provided to the Union within fifteen (15) days of the date of hire of a new employee.

Section 2.7 - Personnel Files

There shall be only one official personnel file for each employee. Prior to any material being placed in any employee's file, a copy of such material shall be provided to the employee. Each employee shall have the right, upon reasonable advance written request, to review the contents (except those materials which, by law, are confidential) of his or her file and to place therein written reactions to any of its contents or to obtain copies thereof.

The employee will not be charged for copying costs for the first 250 pages of the employee's file per year. Should a bargaining unit member request more than 250 pages copied per year, then the employee shall be charged ten (10) cents per page for every page over 250.

Neither an employee's file nor any of its contents shall be copied or otherwise made known to anyone without the employee's permission during or after his or her service in the district. Such file will be available to the Board and District Administration as necessary and appropriate, or as may be required under state law, or by any court, or under a hearing agency order or subpoena.

Section 2.8 - Payroll Procedures

- A. Payroll deductions for professional organizational dues, and any other deductions permitted by law, shall be made on an authorization form supplied by U.S.S. Such authorization shall continue in effect unless revoked in writing by the employee. This authorization is to continue in force unless revoked by the employee for a succeeding membership year by giving written notice to that effect to the Business Office and to U.S.S. on or before September 15 of the current year.
- B. Payroll deductions for Union dues and any other deductions permitted by law shall be made on authorization forms provided by the Union. The Board shall deduct from each paycheck one-tenth (1/10th) of such dues from the salary check of each employee in ten (10) consecutive deductions, with the first deduction made on the second October payroll. Deductions for employees who become members after the first payroll shall be prorated as to complete payments by the last payroll of the current year.
- C. Payroll checks shall be regularly issued, at the option of the paraprofessional on either a 22 or 26 pay plan.

If the Faculty Association decides to change the pay schedule for the teachers, then the U.S.S leadership shall be notified three (3) weeks before the change is to take place so that they can advise their members that the pay schedule shall be the schedule bargained by the Faculty Association.

Section 2.9 - Strikes and Lockouts

A. Strikes

The Union agrees that it will not at any time engage in a strike, work slowdown or stoppage during the period of this Agreement.

B. Lockouts

The Board agrees that it will not lockout any bargaining unit member during the term of this Agreement.

C. Non-Bargaining Unit Strikes

If a bargaining unit member reports to an assigned work place where a non-bargaining unit member is engaged in a strike, the bargaining unit member shall perform only those duties regularly assigned to bargaining unit members during said strike. Bargaining unit members shall not be required to perform non-bargaining unit members' activities.

Section 2.10 - Board Agenda and Minutes

The Board shall provide the Union with the agenda for each month's regularly scheduled Board meeting and special Board meetings, as well as a copy of the approved minutes at the time it is provided to the Board.

Section 2.11 - Distribution of Union Literature

The Union shall be allowed to use the District's mailing system to distribute Union material in accordance with building and district procedures. A bargaining unit member shall be permitted to distribute union material during his/her non-working hours.

Section 2.12 – Labor Management

Regular monthly meetings shall be held at each building for the Association representatives and Building Administration or his/her designee on a date set by both parties. The building representative shall submit an agenda with flexibility to the building administration at least seven (7) days in advance of the scheduled meeting.

Quarterly meetings between the Superintendent or his/her representatives and the Association representatives shall be held on a date mutually agreed to by both parties. Additional meetings may be requested by either party by submitting a written request and upon consent.

ARTICLE III

ASSIGNMENTS, VACANCIES, AND TRANSFERS

Section 3.1 - Employee Assignment

- A. The administration will notify each paraprofessional of his/her assignment by June 1st.
- B. Every effort will be made to avoid the assignment of employees to more than one building. Employees who are assigned to more than one school shall have ample travel time provided, exclusive of their lunch period.
- C. If an assignment change is required, every effort will be made to provide an advance notice of twenty-five (25) days to the paraprofessional affected. Every effort will be made to avoid making an assignment change after two (2) weeks into a semester. A paraprofessional may refuse an assignment change when there is a qualified member that meets the criterion of the position with less seniority within the same building.
- D. The District and the Union realize the importance of the use of technology in meeting District goals and responsibilities. Therefore, the District will provide training and in-service opportunities for all Paraprofessionals, on a continuing basis, to develop and improve their skills. If necessary, outside training will be provided and paid for by the District.

Section 3.2 - Transfers

- A. If an assignment is changed after June 1st and results in an involuntary transfer, the transferred bargaining unit member shall be notified in writing within five (5) school calendar days of the decision to transfer.
- B. Involuntary transfers shall be avoided whenever possible. No involuntary transfer shall be made for punitive reasons. The administration will provide a detailed explanation of the need for the transfer and allow the bargaining unit member to express his/her views on the potential transfer. A paraprofessional may refuse the transfer when there is a qualified member that meets the criteria of the position with less seniority within the same building.
- C. Employees that have been involuntarily transferred shall be given first consideration before posting of vacant positions. All interested bargaining unit members must apply for any newly created positions.
- D. A request for a voluntary transfer to another building or reassignment to a different position for the following school term shall be made in writing to the Superintendent and/or his/her designee. A transfer request may be made whenever a vacancy occurs. All transfer requests will be given first consideration over outside candidates. The bargaining unit member requesting the transfer shall be notified in a timely manner.

Section 3.3 - Work Day

- A. The work day for paraprofessionals will be a seven and one-half (7-1/2) hour day. Paraprofessionals will be available for assignments during the seven and one-half (7-1/2) hour day which includes a duty-free lunch. Paraprofessionals may be assigned duties with students and teachers. However, paraprofessionals shall not be assigned to more than three (3) teachers during a semester. Every effort will be made to make sure that "Classroom Paraprofessionals" shall not have more than three (3) student contact periods in a row. In the event a paraprofessional has four (4) student periods in a row, that paraprofessional shall receive an additional fifteen (15) minute break.
- B. Each paraprofessional shall receive thirty (30) minutes of non-student contact time as approved by administration, and when possible to schedule exclusive of communication period (CP). All paraprofessionals shall receive a fifteen (15) minute break. Classroom paraprofessionals shall not be required to grade papers, copy papers, complete attendance, and/or any other type of clerical tasks (including writing lesson plans).
- C. Employees shall have duty-free lunch periods equal in length to that of the teachers.
- D. The work year will be the number of days on the approved school calendar, not to exceed one hundred eighty-five (185) days. Unused emergency days shall be disposed of according to current practice.
- E. Each paraprofessional may at his/her discretion be absent, without loss of pay or benefits, on one of the scheduled Parent-Teacher Conference Days. In buildings where more than fifty percent (50%) of the paraprofessional staff has requested to be absent the same Parent-Teacher Conference Day, the most senior staff will be given first preference. For the purposes of this section of the agreement the current evening session and daytime session will be considered one day first semester and one day second semester.

If a paraprofessional is requested to work both first semester and second semester Parent-Teacher Conference days, they will be compensated at the "workshop" rate as specified in the Agreement between the Board of Education and the Faculty Association of District 205. If a paraprofessional is requested to work as a translator, they will be compensated at the "translator" rate as specified in the Agreement between the Board of Education and the Faculty Association of District 205.
- F. In the event of a classroom overload pursuant to Article 14D of the Faculty Association bargaining agreement, the paraprofessional assigned will be compensated for the overload. The paraprofessional will be compensated at the

rate of fifteen dollars (\$15) per day for each overloaded class period. When there are more than twenty (20) students at any given time in In-House/Detention, another adult supervisor, who may not be a paraprofessional will be assigned to assist until the number of students drops below twenty (20).

- G. Paraprofessionals will record work hours through the use of biometric scanner and/or remote kiosk equipment. Paraprofessionals will receive access to the records of their work time logged in the above mentioned system. The biometric scanner and/or kiosk will be used to clock in and out and track sick/personal leave. All Paraprofessionals will be given a ten (10) minute grace window before or after their start time.

Section 3.4 - Inclusion

Section 3.4 is intentionally omitted.

Section 3.5 - Employee Discipline

- A. No bargaining unit member shall be suspended or discharged without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. No bargaining unit member shall be reprimanded without specific grounds forming the basis for disciplinary action and such information will be made available to the bargaining unit member and the Union in writing.
- B. A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which is called for the purpose of administering discipline. Prior to such meeting, the superintendent, building administrators or immediate supervisors shall provide the paraprofessional with written notice, specifying the allegations against him/her and the information supporting such allegation. Prior to such meeting, the paraprofessional shall have reasonable time to review the allegations with representative(s).
- C. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present, except in emergencies. Should disciplinary action likely occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.
- D. If, after such meeting, a decision is made to issue a written reprimand, the paraprofessional shall receive a copy of the written reprimand. The written reprimand may specify the length of time the reprimand will remain in the employee's file and the reason for the reprimand and shall be signed and dated by all parties involved.

- E. There shall be a probationary period wherein the employer need not have just cause to suspend or discharge an employee. This probationary period shall be one (1) complete school year or 185 work days from the date of hire, for all new employees.
- F. A probationary employee granted an unpaid leave of absence shall not have the time of an unpaid leave of absence count towards the probationary period.

Section 3.6 - Vacancies

- A. Job vacancies shall be posted in each building and on the District website with a copy sent to the President of U.S.S., so currently employed paraprofessionals may apply for transfer. Notices shall include job descriptions, if available, and minimum qualifications. When filling vacancies for which the employee is legally eligible, consideration shall be given to seniority, prior district experience and performance.
- B. During the summer, positions will remain open a minimum of ten (10) business days after the vacancy is posted.

Section 3.7 - Bargaining Unit Work

Bargaining unit work shall only be completed by bargaining unit members. No outside employee such as E.C.H.O., child care assistants, substitute teachers, etc. shall complete bargaining unit work before, during or after the school day. In the event a substitute is required for a paraprofessional position for a planned absence, a retired paraprofessional, that is qualified, shall be given first consideration over district substitutes. A paraprofessional "sub" list shall be maintained at the District office and will not be required to be used for unplanned absences.

Work outside of the regular school schedule (after school programs, athletics, Saturdays) are considered extra-compensation positions and bargaining unit members shall be given first consideration over outside applicants for positions for which they are qualified.

ARTICLE IV LEAVES

Section 4.1 - Child Rearing Leave

- A. An employee may apply for and shall receive a leave for purpose of child rearing during the first year of the child's life. The Superintendent or his/her designee and the employee shall meet to discuss the terms and conditions of such leave. The employee shall determine the length of such leave, but it shall not exceed the balance of the school term.

- B. The leave shall be without pay.
- C. The employee may elect to continue in the district insurance program at his/her own expense.
- D. An employee on leave shall inform the Superintendent by April 1st or eight (8) weeks after child birth, whichever is later, as to the employee's intention to return to work for the following school term.
- E. Upon return, the employee shall be guaranteed a position in the district within the bargaining group. If the employee is out for six (6) weeks or less, the district will return the employee to the same position held before the leave. If an employee is out more than six (6) weeks the employee will not be guaranteed the same position previously held upon return.

Section 4.2 - Personal Business Leave

- A. The Board shall grant two (2) days of personal leave each year. An example of personal business for which personal leave may not be used under penalty of reprimand and/or dismissal: shopping, recreation, travel, job interviews, and outside employment. Personal business days may be used in period by period increments or seven and one-half (7½) increments.
- B. Personal leave shall require the employee to notify the Superintendent or his/her designee in advance of the intention to use personal business day(s).
- C. The day before or after a school holiday may not be used as a personal leave day.
- D. Unused personal business days shall be allowed to accumulate solely for the purpose of increasing each employee's accumulated and unused sick days with the District providing each employee with an updated record of the accumulated sick days by the second payday of the new school year.

Section 4.3 -- Sick Leave

- A. The Board shall grant each employee sick days in accordance with the following category based upon compensation levels:

Years	Days of Leave Granted Per Year
0-3	10
4-7	12
8+	15

- B. Sick leave shall be granted to non-probationary employees on the opening day of the school term in an amount equal to the yearly allotment.
- C. Probationary employees shall be credited one (1) day of sick leave for each complete twenty (20) days of employment remaining in the school year to a maximum of ten (10).
- D. Sick leave shall be defined as personal illness, quarantine at home or serious illness or death in the immediate family or household.
- E. The immediate family being defined as: children, parents, spouse, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers and sisters-in-law, legal guardians, and others with the approval of the building principal.
- F. A bargaining unit member may accumulate two hundred and fifteen (215) unused sick leave days.
- G. Sick leave may be used in increments. Each day consists of seven and one-half (7½) increments.
- H. The District, in cooperation with the U.S.S., shall establish a Sick Leave Bank on a voluntary basis. The U.S.S. shall administer the Sick Leave Bank and shall establish rules for the implementation, eligibility and use of the Sick Leave Bank. A copy of the established rules shall be on file in the District Personnel Office. The U.S.S. shall provide to the District Personnel Office the names of participating members and the subsequent charges against the Sick Leave Bank. The U.S.S. agrees to hold harmless the District, the Board, Administration and all District employees for any and all claims, damages, or legal actions initiated pursuant to this section or by any participant related to the implementation, eligibility or use of the Sick Leave Bank. A paraprofessional participating in the Sick Leave Bank shall hold harmless the District, the Board, the Administration, all District employees and the U.S.S. for any and all claims, damages or legal actions initiated pursuant to this section or the implementation, eligibility and use of the Sick Leave Bank.
- I. An employee who has exhausted accumulated sick leave and Sick Leave Bank allotment will, upon furnishing adequate medical certification, be granted an unpaid leave of absence not to exceed ninety (90) school days, or the remainder of the school term, whichever is shorter. An employee who is unwilling to return to work upon the expiration of extended sick leave may be terminated.

Section 4.4 - Discretionary Leave

Upon written application, the Superintendent is authorized to grant additional unpaid leaves of absence for what reasons and subject to such conditions and limitations as he deems appropriate. The granting or failure to grant any such leave shall not serve as a precedent for any future leave nor shall any action of the Superintendent under this section be subject to the grievance procedure. The employees may elect to continue in the district's insurance program at his/her own expense.

Section 4.5 - Professional Leave

When the Superintendent or his/her designee approves the recommendation of the principal that a paraprofessional expand his/her knowledge of skills, the district will authorize attendance at the meeting or conference, during school hours, with pay, and with meeting reimbursement in accordance with district policy.

Section 4.6 - Union Leave

Should the Union request to send representatives to local, state, or national conferences, such representatives may be excused subject to approval of the Superintendent. The cost of substitutes shall be borne by the Union. Total leave in each school year for all such Union purposes shall not exceed a total of ten (10) days. One individual shall be limited to three (3) consecutive days.

Section 4.7 - Work-Related Injury

Should a member of the bargaining unit become injured and unable to work due to an injury incurred in the course of performing employment duties, the member shall suffer no loss of pay therefore. In the event compensation is received for the injury, the Board shall pay the difference between the compensation received and the employee's salary. The employee shall not be charged his/her sick leave, if any, for such absences. The above provisions shall apply until the employee is eligible to take temporary disability under IMRF.

Section 4.8 - Family Medical Leave Act

A. Definition

As used in this section:

1. "Eligible employee" means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
2. "Equivalent position" shall mean any position for which an eligible employee is qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior

to being granted a leave under this section.

3. "Daughter" or "Son" shall be defined as a biological, adopted, or foster child, a step-child, a legal ward, or a person for which the employee is standing in loco parentis.
4. Other terms shall be defined in the Family and Medical Leave Act and rules and regulations as promulgated by the United States Department of Labor.

B. Leaves

1. Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave during any year for one or more of the following reasons:
 - a. the birth of a child;
 - b. the adoption of a child or the placement of a foster child;
 - c. to care for a spouse, son, daughter, or parent who has serious health conditions; and
 - d. a serious health condition that makes the employee unable to perform his/her job.
2. An eligible employee may be eligible for up to twenty-six (26) weeks of FMLA leave in a twelve (12) month period to care for a member covered by this contract with a serious injury or illness.
3. An employee may use, but shall not be required to use, paid sick leave days and/or personal leave days during the period of a leave taken under the Family and Medical Leave Act.
4. Any employee returning to the District at the conclusion of FMLA leave will be assigned to a paraprofessional position in the District. Employer is not required to hold the position that the employee held prior to the FMLA open or unfilled for the employee's return.

C. Notification

In any case in which the necessity of leave under subparagraphs B-1-a or B-1-b is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraphs B-1-c or B-1-d is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not less

than thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early a notice as practicable.

D. Repealer

In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect. In the event the Family and Medical Leave Act is amended, then the terms of the amended Act shall supersede in the instance of a conflict between the Act and the above provisions.

Section 4.9 - School Visitation Leave

The Employer shall grant employees time, up to a maximum of one (1) work day, without compensation to attend school conferences or classroom activities, which cannot be scheduled at another time, related to the child (biological, adopted, foster, step child or legal ward) of an employee, who is enrolled in a primary or secondary public or private school. This is conditioned on the employee having used their two (2) personal business days. Additionally, the employee may elect to make up the lost time missed for school visitation leave so as to not have a loss in wages.

ARTICLE V
SUMMER SCHOOL

Section 5.1 - Summer School

- A. Participation in the Summer School program shall be voluntary.
- B. Summer School positions will be posted and open to employees in the bargaining unit before they are opened to persons outside the unit. The administration will provide the President, the Treasurer and the Secretary of the Union a list of applicants by the end of the school year. The administration will provide the President, the Treasurer and Secretary of the Union a list of individuals hired for Summer School within ten (10) days following Board approval of hiring.
- C. In the event travel is required, the employee shall be entitled to mileage pay at the rate set in Board Policy.
- D. Summer School positions shall be filled in accordance with the District Paraprofessional seniority list with paraprofessionals who are qualified to hold the position.

- E. Compensation for summer school will be as follows:

Summer				
2019	2020	2021	2022	2023
\$33.00	\$33.00	\$33.00	\$33.00	\$33.00

This daily hourly rate shall be paid to the paraprofessionals for up to twenty-six (26) days of summer school, five (5) hours per day (following the calendar which was approved by the Board of Education). This includes two (2) fifteen (15) minute breaks each day of summer school.

Paraprofessional Attendance

Paraprofessionals shall report for duty fifteen (15) minutes before class begins and remain ten (10) minutes after classes.

- F. Summer School employees will receive one (1) sick leave day per semester. Unused summer school sick days will not carry over into the regular school year or following summer.
- G. Summer school paraprofessionals shall be paid on the regularly scheduled paydays during the summer school session with the balance of compensation paid on the last day of each summer school semester.

ARTICLE VI
ECONOMIC BENEFITS

Section 6.1 - Fringe Benefits

- A. \$50,000 term life insurance.
- B. \$50,000 Accidental Death and Dismemberment benefit.
- C. Health and Major Medical Insurance
1. The Board shall make available to all regularly employed paraprofessional employees of District 205 two (2) health and major medical insurance options: an HMO plan and a Blue Cross/Blue Shield PPO Plan. The cost of individual and family coverage shall be provided in part at Board expense. Each paraprofessional shall be required annually during the month of September to select the desired insurance option. Said

coverage is for twelve (12) months. Plan specifications appear in Appendix A.

2. Employees electing family coverage under the HMO Plan shall be required to contribute the following amounts:

2018-2019	\$820
2019-2020	\$820
2020-2021	\$820
2021-2022	\$820
2022-2023	\$820

Employees electing single coverage under the HMO Plan shall be required to contribute the following amounts:

2018-2019	\$170
2019-2020	\$170
2020-2021	\$170
2021-2022	\$170
2022-2023	\$170

Employees electing family coverage under the Blue Cross/Blue Shield PPO Plan shall be required to contribute the following amounts:

2018-2019	\$920
2019-2020	\$920
2020-2021	\$920
2021-2022	\$920
2022-2023	\$920

Employees electing single coverage under the Blue Cross/Blue Shield PPO Plan shall be required to contribute the following amounts:

2018-2019	\$190
2019-2020	\$190
2020-2021	\$190
2021-2022	\$190
2022-2023	\$190

The annual employee contributions will be assessed through equal payroll deductions.

Drug copay: generic \$10.00; Brand \$25.00; non-formulary \$45.00.

3. The health insurance plan will contain coordination of benefits.

4. A joint committee of administrators and all District employee groups shall investigate proposed changes in insurance, any Blue Cross/Blue Shield potential riders, monitor implementation of the PPO, investigate cost savings, PPO hospital network, and other insurance issues as they evolve.

The health insurance plan shall include Hospice coverage.

- D. Paraprofessional representatives may participate in any insurance study group that is established by the district.
- E. Individual Dental Insurance at no cost to the employee. A dependent plan is available on a payroll deduction basis. The dependent dental premium is \$400.00 per year.
- F. Long-Term Disability at seventy-percent (70%)--maximum two (2) years.
- G. Early retirees may remain in this program indefinitely, but at such time as they are eligible for Medicare, the District's plan shall become secondary insurance and Medicare shall be the retiree's primary insurance.
- H. The Board will maintain an IRS Section 125 Flexible Benefits Plan.

Section 6.2 - Personal Loss

The Board shall indemnify employees against any loss, resulting from the damage, destruction or theft of personal property required and previously approved for the performance of the employee's duty, provided the loss is not due to negligence, as determined by the building principal. No loss shall be considered unless the employee's personal property is insured in which case the loss shall be limited to actual loss after any personal insurance payments are applied for and made up to a maximum of five-hundred (\$500.00) dollars. Under no conditions will the Board be responsible for more than five-hundred (\$500.00) dollars in total losses on a single case. Requests for payment under this provision shall be made in accordance with Business Office procedures.

Section 6.3 - Luncheon Pay

When requested by a supervisor, an employee who surrenders his/her duty-free lunch, shall be paid at the rate of twenty percent (20%) of the daily rate paid to substitute teachers.

Section 6.4 - Internal Substitution

When requested, an employee with a type 39, who becomes responsible for supervising an uncovered class shall be compensated at the prevailing rate for substitute teachers prorated per class effective for the 2007-2008 school year and beyond.

Section 6.5 - Jury Duty

Any employee called to jury duty shall receive full pay.

Section 6.6 - Mileage Reimbursement

When required by the Board to travel during the course of the employee's business day, an employee shall receive reimbursement for mileage actually incurred at the established District rate.

Section 6.7 - Compensation

All new employees starting on January 1, 2019 through June 30, 2023 shall be paid at a rate of \$29,021.00. This starting rate shall be frozen for each contract year from 2018-2019 through 2022-2023 and shall not receive a percentage increase during any of the five (5) year term of this Agreement. Bargaining unit members will receive the percentage increases listed below.

All employees will receive the following percentage increases to their current salary as of June 30th of the respective Contract Terms:

2018-2019 – 3.0%
2019-2020 – 2.5%
2020-2021 – 2.5%
2021-2022 – 2.2%
2022-2023 – 2.0%

Persons who were employed in 2014-2015 and/or 2015-2016 school year and who remain employed as of the date of the Board approval of this Agreement will receive a separate retro check after the contract is ratified.

Section 6.8 - Professional Enrichment and Compensation For Work Beyond the Regular School Day

- A. Approved courses offered by the District shall be available to interested paraprofessionals when approved for enrollment by the administration. Such enrollments may be limited by the administration. Paraprofessionals will be compensated at the district rate per hour after completion.
- B. When a paraprofessional is required or requested to work beyond their regular school day, they will be paid the workshop rate as in the Faculty Association

Bargaining Agreement. When this work is supervision of students, they will be paid the rate identified as rate "F" in Appendix C in the Faculty Association Bargaining Agreement.

- C. Courses and Seminars
When the Superintendent or designee approves the recommendation of the Principal that a paraprofessional expand his/her knowledge or skills, the District will authorize attendance at the meeting or conference, during school hours, with pay, and with meeting reimbursement in accordance with district policy.
- D. New Paraprofessional Training Academy
The District shall require new paraprofessionals to participate in a minimum two (2) day New Paraprofessional Training Academy, which shall be held in the summer during the New Teacher Academy.
- E. The individual will be compensated at the rate of workshop trainers provided in Appendix C of the Agreement between the Board of Education and the Faculty Association of District #205.
- F. Extra Compensation Position
When a paraprofessional is offered and accepts an Extra Compensation position as provided in Appendix C of the Agreement between the Board of Education and the Faculty Association of District #205; the paraprofessional shall be compensated in accordance with Appendix C of that Agreement. This position shall be for one (1) school year (185 days).
- G. Paraprofessionals will be hired for extra compensation positions before substitute teachers or any individual who is not a District employee.

Section 6.9 – Tuition Reimbursement

Subject to the District's Superintendent of Schools' prior written approval, paraprofessionals may be eligible to receive tuition reimbursement from the District for a paraprofessional's attendance at an accredited institution and successful completion of a course or program in a content area taught in the District. Only paraprofessionals who have completed their probationary period and who are employed on a full-time basis during the school year may be considered as eligible to apply for approval of tuition reimbursement. New hires and separated paraprofessional are not entitled to request or receive tuition reimbursement.

The maximum tuition reimbursement for per academic year shall be the cost of the course or program tuition which shall not exceed no more than Eight Hundred Dollars (\$800). Reimbursement shall only apply to the cost of course or program tuition. No other educational expenses such as books, fees, travel or other fees are eligible for tuition reimbursement. Courses or programs must be toward an education degree or certificate. Paraprofessionals must obtain a B or better grade in the course or program

to be eligible to receive payment for a prior approved request for tuition reimbursement.

To be considered for tuition reimbursement, the paraprofessional must submit a request for tuition reimbursement to the District's Superintendent of Schools at least 60 days prior to enrolling in or starting a course or program. The request for tuition reimbursement shall be in the following form:

Submit a letter to the requesting tuition reimbursement. The letter must identify the name and address of the academic institution, the course or program, dates, description, and tuition cost. The paraprofessional shall also explain how attendance and completion of this course or program advances the goals and objectives of the District;

Attach to the letter a copy of the course or program description and tuition costs; and

Attach to the letter to copy of the acceptance letter from the academic institution.

After submitting for approval, the request for tuition reimbursement, the District's Superintendent of Schools will send written notification to the paraprofessional whether the request is approved or denied. The tuition reimbursement eligibility under this section does not guarantee the District's approval of a request for tuition reimbursement. The course or program must be consistent with and aligned to the educational goals of the District.

After the District's approval of the request for tuition reimbursement and successful completion of the course or program, the paraprofessional shall submit to the District Superintendent of Schools a receipt showing the tuition paid and an official transcript (or grade report) showing the final grade of received.

Section 6.10 - Unused Accumulated Leave Days

In the event that a bargaining unit member's employment is terminated for reasons of resignation, reduction in force, or retirement, said member has the option of (1) either donating all or a portion of their unused sick leave days to the Sick Leave Bank, (2) up to one hundred (100) sick leave days may be cashed in at a rate of sixty dollars (\$60.00) per day, or (3) requested to be turned into IMRF for future retirement purposes or a combination of any of the three. In the case of the death of the employee, the payment will be made to the employee's beneficiary.

Section 6.11 - Retirement Insurance Benefit

Employees choosing to retire with a minimum of twelve (12) years' experience as a paraprofessional in Thornton High School District 205, the Board will pay fifty percent (50%) of the premium for single health insurance coverage not to exceed \$2,500 in one (1) given year for a period not to exceed five (5) consecutive years provided the

employee elects a Board/Union agreed to HMO/PPO health insurance program. The retirement insurance premium will be set annually by the District for the subsequent years and all participants may elect installments as agreed upon by the Director of Business Affairs. Upon attaining Medicare eligibility, "premium for single health insurance coverage" will be the premium cost for the District's plan to serve as secondary and supplemental to primary Medicare coverage.

ARTICLE VII

SENIORITY AND REDUCTION IN FORCE

Section 7.1 - Definition of Reduction-In-Force and Seniority

- A. Reduction-In-Force shall be defined as the honorable discharge of an employee due to the decision by the employer to decrease the number of bargaining unit employees employed or to discontinue a particular type of service performed by employees in the bargaining unit.
- B. Seniority shall be defined as the length of service as a member of the bargaining unit. Accumulation of seniority shall be given on the first day of each school year. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their date of hire. In the event that more than one individual bargaining unit member has the same date of hire, their position on the seniority list shall be determined by a coin toss conducted by the Union President and the Superintendent or his/her designee prior to issuing the seniority list. The date of hire shall be defined as the employee's 'hire' letter effective date of employment.
- C. Part-time bargaining unit members shall accrue seniority on pro rata basis.

Section 7.2 - Classifications Within Bargaining Unit

For purposes of this Agreement, each continuing employee shall earn seniority rights within the following classifications:

- 1. Classroom Paraprofessional
- 2. In-House Suspension/Detention Hall Attendance Supervisor and Study Hall Supervisor
- 3. Computer Lab Supervisor (formerly Media Services)
- 4. Infant Care Center Worker
- 5. Specialized (Paraprofessionals who do not fall within above classifications)

Section 7.3 - Seniority List

Annually, the administration shall prepare, maintain and post a seniority list by November 1st. A copy of said list and subsequent revisions shall be provided to the Union President.

Section 7.4 - Loss of Seniority

- A.
 - 1. Resignation
 - 2. Dismissal for Cause
 - 3. Retirement
 - 4. Being on layoff for a period of time equal to seniority at the time of layoff or for two (2) years, whichever is greater
 - 5. Employment in a position excluded from the bargaining unit for a period greater than two (2) years.
- B. Seniority is retained but shall not accrue during the following:
 - 1. Layoff
 - 2. Unpaid leave of absence

Section 7.5 - Reduction Procedures

- A. If a bargaining unit member(s) is/are removed or dismissed as a result of a decision by the employer to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, written notice shall be given to the employee(s) by registered mail at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reasons therefore.
- B. The employee(s) with the shorter length of seniority as defined in 7.1.B within his/her respective classification shall be honorably discharged first as defined in 7.1.B. In no case shall a new employee be employed while there are laid off bargaining unit members who are qualified for a vacant or newly created position. Bargaining unit members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior bargaining unit member.

Section 7.6 - Recall Rights

- A. If the employer has any vacancies for the following school term or within two (2) calendar years from the beginning of the following school term for employee(s) dismissed prior to March 1st and from the date of dismissal for employee(s) dismissed after March 1st, the position thereby becoming available within the specific classifications (as defined in Section 7.3) shall be tendered to the employee(s) so removed or dismissed from the classification, so far as they are qualified to hold such positions.

- B. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first, to any position for which they are qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.
- C. It shall be the bargaining unit member's responsibility to keep the employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given three (3) calendar days from receipt of notice to accept or decline the position. Once the bargaining unit member has accepted the position, he/she shall be given ten (10) calendar days to report to work. Calendar days exclude Saturday, Sunday and holidays.

A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall maintain seniority during the period of such layoff.

ARTICLE VIII

GRIEVANCE PROCEDURE

Section 8.1 - Definition

A "grievance" shall mean a claim by the Union or an employee that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

Section 8.2 - Purpose

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these procedures will be kept informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing contained herein shall be construed as limiting the rights of any paraprofessional having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Union, provided any such adjustment shall be consistent with the terms of the Agreement.

Section 8.3 - Grievance Representation

- A. At all steps of a grievance after it has been formally presented, in writing, at least one (1) Union representative may attend any hearings, appeals, or other proceedings required to process the grievance. Legal counsel of either the Union or the Board of Education may be present at any of these above mentioned hearings provided notice of intention to have such counsel present shall be given at least two (2) days in advance.
- B. Upon request, the Board shall make available to the Union one (1) copy of any information, statistics and/or records which are pertinent to the grievance being processed. Nothing herein shall require the administration to research and assemble information for the Union or to furnish personal notes and privileged correspondence.
- C. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Union.

Section 8.4 - Time Limits

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum.
- B. If no written decision has been rendered within the time limits indicated in a step, the grievance may be processed to the next step.
- C. As used herein, "days" means Monday through Friday except days when the school district is closed, or days during the school term when paraprofessionals are not required to be in attendance.
- D. The time limits may be extended by mutual agreement.

Section 8.5 – Initiating and Processing

The Superintendent and the grievant(s) shall be sent all copies of correspondence. Each party shall have the right to include in its representation at any meeting held pursuant to this Article appropriate witnesses or consultants who shall have the full right to participate as called upon by the inviting party. The grievant shall also have the right to be present and to speak at any and all grievance meetings.

A. Step 1

The grievant shall institute the grievance within thirty (30) days following the occurrence of the event complained of or within thirty (30) days of the date when the grievant should have reasonably ascertained the occurrence of such event, by submitting a written statement to the immediate supervisor involved. Such written statement shall include:

1. The exact nature of the grievance.
2. The act(s) complained of and when they occurred.
3. The identity of the employee(s) involved.
4. The specific section(s) or provision(s) of this Agreement that are claimed to have been violated.
5. The remedy sought.

The immediate supervisor shall have five (5) days in which to hold the meeting and five (5) days following such meeting to present a written explanation of his/her position on the grievance to the grievant and to the Union.

B. Step 2

Should the grievant be dissatisfied with the immediate supervisor's decision, he/she may petition within ten (10) days thereafter to be heard by the principal. The principal will present within ten (10) days after such hearing a written decision on the grievance to the grievant and to the Union.

C. Step 3

Should the grievant be dissatisfied with the principal's decision, he/she may petition within ten (10) days thereafter to be heard by the Superintendent. The Superintendent will present within fifteen (15) days after such a hearing a written decision on the grievance to the grievant and to the Union.

D. Step 4

If the grievance is not resolved at Step No. 3, then the Union within ten (10) days after the date of the receipt of the written answer from the Superintendent may submit the grievance to the Board of Education. The Union shall submit a request to be placed on the agenda for the next regular meeting of the Board. The Board shall give a decision in writing to the Union within ten (10) days following the meeting at which the Union made the presentation.

E. Step 5

If the Union is not satisfied with the disposition of the grievance at Step No. 4, the Union may submit the grievance to final and binding arbitration under the "Labor Arbitration Rules" of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) days of the Board's written decision, then the grievance shall be deemed withdrawn.

1. No more than one (1) grievance at any one time shall be referred to the Arbitrator unless otherwise stipulated by an agreement between the parties.
2. Only grievances which involve an alleged violation of a specific section or provision of this Agreement which are processed in the manner and within

the time limits provided herein shall be subject to arbitration.

3. The jurisdiction of the Arbitrator is limited to:
 - a. The interpretation of the specific term(s) of this Agreement which are applicable to the particular issue presented to the Arbitrator.
 - b. The rendering of a decision or award which in no way modifies, adds to, subtracts from, changes or amends any term or condition of this Agreement or which is in conflict with any of the provisions of this Agreement.
 - c. Providing a remedy within the terms of the Agreement.

The fees and expenses of the arbitrator shall be paid one-half (1/2) by each party.

4. Neither party shall disclose in any manner to the Arbitrator any information concerning previous offers of settlement made by the other party.
5. Any grievance not processed within the time limits specified within Steps 1, 2 and 3 of Article VIII above shall be deemed finally closed, unless the parties otherwise mutually agree in writing.

Section 8.6 - Initiation of Special Types of Grievances

When a paraprofessional or the Union has a grievance arising from the action of an authority higher than a principal, the grievance may be filed originally at Step 3 of the procedure and information copies of the grievance shall be sent simultaneously to the principal.

Section 8.7 - General Provisions

- A. Upon settlement of the grievance, all documents, communications and records dealing with the processing of a grievance will be filed in a separate grievance file and not in the personnel files of the participants.
- B. Should the processing of any grievance require that a paraprofessional, acting individually or as a Union representative be released from his/her regular assignment, said paraprofessional shall be released without loss of pay or benefits.
- C. All grievances of all paraprofessionals shall be processed through the Union.

ARTICLE IX

EMPLOYEE EVALUATION

- A. Within sixty (60) days after the beginning of each school term, by November 1st, non-probationary employees will be informed as to who will be conducting each employee's evaluation. Final responsibility for evaluating the employee shall rest with the Superintendent or his/her designee. Probationary employees hired after November 1st will be notified who will be conducting his/her evaluation within thirty (30) calendar days of his/her first day of work. Final responsibility for evaluating the employee shall rest with the Superintendent or his/her designee. Employee shall be evaluated utilizing the official evaluation tool. Located in Appendix B of this Agreement. Observations of paraprofessionals shall be scheduled and conducted November 1st through April 30th.
- B. The normal sequence of events for each evaluation will include: A pre-conference with the paraprofessional and evaluator to review the evaluation document and to discuss position expectations, duties, and responsibilities. A post conference with the evaluator and paraprofessional to discuss the written evaluation document. If the evaluator is not an administrator then the post conference should include the evaluator, an administrator and the paraprofessional.
- C. Each formal written evaluation shall be preceded by at least one (1) informal classroom activity observation. Non-probationary employees shall be evaluated every other year, unless the administration recommends an annual evaluation of a specific employee or employees. Non-probationary employees who are evaluated on an annual basis shall be given a written reason for the additional evaluation year.
- D. A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within fifteen (15) school days of the formal evaluation and on/or before May 15th. A copy of the evaluation signed by both parties shall be retained by the employee at the time of the conference. All evaluations of paraprofessionals are to be completed by May 15th.
- E. Should there be a disagreement on the evaluation, the employee may request, in writing, a conference with the evaluator and/or the supervisor. The employee shall sign the evaluation form, but the employee's signature shall not indicate agreement with the contents of the evaluation, but merely shall indicate receipt thereof.

- F. Any employee may attach a statement to the evaluation for enclosure in the personnel file.
- G. Remediation
Any paraprofessional that receives an overall unsatisfactory shall be placed on a remediation plan. The plan shall be developed by the evaluator, in consultation with the bargaining unit member, and a representative of the U.S.S. Executive Board. The remediation plan shall be implemented over fifteen (15) workdays. At the end of the first seven (7) days, the evaluator, bargaining unit member and representative of the U.S.S. Executive Board shall meet to discuss progress. If changes need to be made, the committee will write up the changes and the bargaining unit member and evaluator will sign the document. At the end of the fifteen (15) workday period, the evaluator will decide whether to change the evaluation rating based on the outcomes of the plan.

ARTICLE X

STAFF HEALTH AND SAFETY

Section 10.1 - Inclement Weather

When the District closes the school building for all or part of the school day because of extreme weather conditions, all employees at the affected work site(s) shall be notified and given time off with pay.

Section 10.2 - Staff Threat Policy and Procedures

- A. Any case of assault, harassment, or physical attack against a paraprofessional or bargaining unit member shall be promptly reported to the building Principal or his/her designee and the President of the Union of Support Staff. The administration and/or legal counsel of the Board of Education will explain to the paraprofessional the process which may be followed by law enforcement agencies and judicial authorities in the handling of the situation. Cases of assault and physical attack will be reported to the local law enforcement authorities no later than twenty-four (24) hours after the occurrence of the attack.
- B. Any behavior on the part of a student, which threatens the safety or property of a staff member, will be addressed through the discipline code and in compliance with the Illinois School Code. These behaviors include those of a physical, oral, or written nature which reasonably cause a staff member to feel threatened.
- C. Procedures
If an incident occurs which causes the paraprofessional or bargaining unit

member reasonably to feel threatened, the staff member should immediately notify the appropriate dean and/or administrator. The student will be immediately removed from the classroom as the incident is investigated, but the student's rights, including but not limited to, rights under IDEA, will be observed and respected at all times. The administrator will arrange, if necessary, for a substitute so that the paraprofessional or bargaining unit member can report to the Dean's office to prepare the incident report and to participate in a conference with an administrator and dean. After this conference, the dean will follow procedures as prescribed by the Discipline Policy, which ensures uniform enforcement.

After final disciplinary determination has been made, a conference should be held with the dean, administrator, paraprofessional(s) or bargaining unit member(s), and faculty representative, if requested.

- D. The Board agrees to comply with all indemnification and defense requirements of the *School Code*.
- E. No deduction shall be made from the salary of a paraprofessional or bargaining unit member for time spent in litigation in connection with any event in which the Administration supports the legal action.
- F. The Board shall indemnify professional certificated paraprofessionals against any loss, damage, or destruction of previously administratively approved personal property, up to a maximum of four hundred twenty-five dollars (\$425.00), while on duty with the school provided the employee has taken all necessary and reasonable precautions to provide that such loss is not due to negligence as determined by the principal or his/her designee. Employees shall be limited to a recovery of two hundred dollars (\$200.00) for the loss of a cell phone under this provision. If the loss, damage, or destruction exceeds the permissible recovery amount under this provision, the Board shall pay the professional certificated paraprofessional's deductible for his/her personal insurance policy plus the permissible recovery amount, provided that the total liability of the Board and the insurance company shall not exceed the actual loss, damage or destruction.

Reasonable personal property shall not need administrative approval: for example, purse, coat, automobile, cell phone or clothing utilized in the performance of duties.

All staff will be informed no later than October 1st of each year of the necessary procedures to be followed to expedite processing of insurance loss claims regarding personal property.

- G. No action shall be initiated by the Administration against a paraprofessional or bargaining unit member regarding any complaints which warrant documentation concerning any matter which would adversely affect the continuation of the

paraprofessional or bargaining unit member in his/her office of employment, salary, or salary increments without first notifying the paraprofessional or bargaining unit member involved.

If a complaint, originated by a parent/guardian of a student, will require a meeting, the paraprofessional or bargaining unit member involved shall be notified within forty-eight (48) hours in writing and shall have a right to a conference with the parents and the Administration within a reasonable period of time and may present written or verbal rebuttal to any and all complaints or charges. The involved paraprofessional or bargaining unit member may request the presence of an Association representative at the conference. If an individual is not satisfied with the results of the conference, such individual may seek an equitable solution to the problem through the normal channels of the school district.

- H. In the event of a paraprofessional or bargaining unit member injury, at the discretion of the individual and/or the school nurse, local paramedics may be called to transport the injured individual to an appropriate medical facility. No District employee shall be required to transport an injured individual.

ARTICLE XI

MANAGEMENT RIGHTS

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and 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, dismissal or demotion, and to assign, promote or transfer all such employees.
- C. To delegate authority through recognized administrative channels for the development organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.
- D. To delegate work schedules, the hours of work, including the requirement of

overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.

- E. To subcontract work on an emergency, temporary or occasional basis where such subcontracting does not result in a layoff or a reduction in the normal work hours of bargaining unit employees. Any subcontracting relationship shall not be interpreted to invest in the subcontractor (or its agents) the status of assignee(s) of the rights of this Agreement or status as a co-employer(s) with the Board.
- F. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, procedures and practices in furtherance thereof, shall be limited by the specific express terms of this Agreement.

ARTICLE XII

CONTRACT CLOSURE

If the Board wishes to change wages, hours, or any other terms or conditions of employment specifically not negotiated into this contract, the Board shall notify the Union in writing of the items it wishes to change. If the Union wishes to negotiate any of the items identified for change by the Board, the Union shall notify the Board in writing within ten (10) calendar days of the receipt of the Board's notice. The Board agrees to begin negotiations within twenty (20) calendar days of those items specified in the Union's notice of demand to bargain. Failure on the part of the Union to notify the Board within the ten (10) calendar day period shall constitute a waiver of the Union's right to bargain the item(s) proposed for change and the Board shall be free to make the changes without further negotiations with the Union.

ARTICLE XIII
NEGOTIATION PROCEDURES AND
EFFECT OF THE AGREEMENT

Section 13.1

The parties shall commence bargaining for a successor agreement on or before the sixtieth (60th) day prior to the end of the school term in which this Agreement expires.

Section 13.2

In the event any policy, rules or regulation, of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

Section 13.3

Should any article, section or clause of this Agreement conflict with the laws, ordinances, rules or regulations of any state or local legislative or administrative body or is declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, ordinance, rules or regulations, but the remaining articles and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

Section 13.4

Within thirty (30) days of ratification of the Agreement, the Board shall deliver to all members of the bargaining unit a copy of this Agreement.

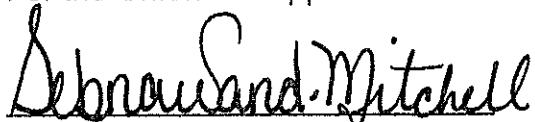
Section 13.5

This Agreement shall be effective July 1, 2018, and shall continue in effect through June 30, 2023.

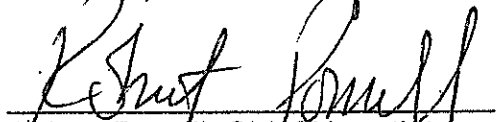
This Agreement is signed this 23rd day of January 2019.

IN WITNESS THEREOF:

For the Union of Support Staff




President, Debra Ward-Mitchell

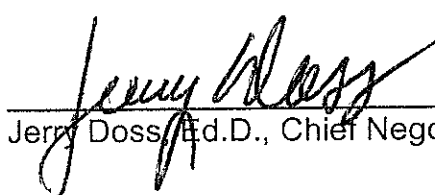


Robert Powell, Chief Negotiator

For the Board of Education School District 205



President, Nina Graham



Jerry Doss, Ed.D., Chief Negotiator

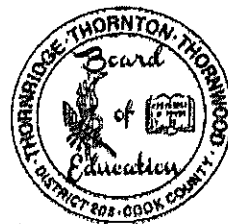
Medical Plans Comparison

	Blue Cross and Blue Shield PPO Plan		Blue Cross and Blue Shield HMO Illinois	
	In-Network	Out-of-Network	In-Network	Out-of-Network
Deductible				
Individual	\$500	\$1,900	N/A	
Family (Aggregate)	\$1,000	\$3,800	N/A	
Coinsurance	80%	50%	100%	No coverage
Out-of-Pocket Limit (deductible included)				
Individual	\$800	\$5,000	\$1,500	N/A
Family (Aggregate)	\$1,600	\$10,000	\$3,000	N/A
Covered Expenses				
Hospital				
Inpatient Services	80%	50%	100%	No coverage
Outpatient Surgery	80%	50%	100%	No coverage
Emergency Room	80%	80%	100% after \$100 copay (waived if admitted)	
Physician				
Inpatient Services	80%	50%	100%	No coverage
Outpatient Surgery	80%	50%	100%	No coverage
PCP Office Visits	80%	50%	100% after \$20 copay	No coverage
Specialist Office Visits	80%	50%	100% after \$40 copay	No coverage
Other				
X-ray and Lab	80%	50%	100%	No coverage
Therapy-Speech, occupational or physical therapy	80%	50%	100% (60 visits combined)	No coverage
Mental/Nervous-Inpatient	80%	50%	100%	No coverage
Mental/Nervous-Outpatient	80%	50%	100% after \$20 copay	No coverage
Substance Abuse-Inpatient	80%	50%	100%	No coverage
Substance Abuse-Outpatient	80%	50%	100% after \$20 copay	No coverage
Wellcare	100%	80%	100%	No coverage
Prescription Drugs				
	Express Scripts		Prime Therapeutics	
Retail Pharmacy	\$15 Generic		\$10 Generic	
34-day supply	\$35 Formulary Brand		\$20 Formulary Brand	
	\$60 Non-Formulary Brand		\$40 Non-Formulary Brand	
Mail Order	\$15 Generic		\$10 Generic	
90-day supply	\$35 Formulary Brand		\$20 Formulary Brand	
	\$60 Non-Formulary Brand		\$40 Non-Formulary Brand	

Dependent Age: to 26 for all married or unmarried dependents and to age 30 for all unmarried military dependents who are Illinois residents.

Note: This is an outline of the benefit schedules. This exhibit in no way replaces the plan document of coverage, which outlines all the plan provisions and legally governs the operation of the plans.

Thornton Township High Schools District 205



Paraprofessional Evaluation

Procedure and Time Lines for Implementation of the Evaluation Process

September

Building administrators conduct orientation meeting with paraprofessional staff to introduce the new evaluation plan program.

September through October

- ⇒ Building administrators and/or immediate supervisors meet with appropriate paraprofessionals to review and discuss the elements of the evaluation plan. Paraprofessionals and evaluator(s) will identify those activities, projects, and documents that will assist in identifying performance standards in the areas of job performance and behavior performance.

December 1st through April 30th

Evaluation of non-probationary paraprofessionals are scheduled and completed.

The normal sequence of events for each evaluation will include:

- ⇒ A pre-conference with the paraprofessional and evaluator(s) to review the evaluation document and to discuss position expectations, duties, and responsibilities.
- ⇒ A series of observations to determine performance levels. These observations are informal in nature and over a sufficient period of time to allow the evaluator(s) to fully observe the activities and performance of the paraprofessional.
- ⇒ A post conference with the evaluator(s) and a paraprofessional to discuss the written evaluation document. If the evaluator is not an administrator then the post conference should include the evaluator building administrator and the paraprofessional.

May 15th

All evaluations of non-probationary paraprofessionals are completed.

Thornton Township High Schools District 205

Paraprofessional Performance Evaluation



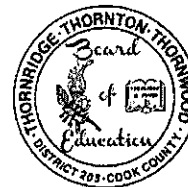
Employee Name:		Classification:				
Supervisor/Evaluator:		Date:				

JOB STANDARD 1: JOB KNOWLEDGE					
Responsibility	N/A	Unsatisfactory	Need Improvement	Proficient	Excellent
Provides group/individual instruction, support for students in other learning environments, and assistance with classroom management as needed.					
Provides non-instructional tasks and performs assigned tasks effectively without continual direction and supervision.					
Demonstrates a willingness to pursue solutions to problems and demonstrates the use of technology in meeting District goals and responsibilities.					
NOTES/ACTIONS:					

JOB STANDARD 2: QUALITY OF WORK					
Responsibility	N/A	Unsatisfactory	Need Improvement	Proficient	Excellent
Demonstrates knowledge of work duties, classroom procedures, and protocols and their relationships to the learning environment.					
NOTES/ACTIONS:					

JOB STANDARD 3: COURTESY					
Responsibility	N/A	Unsatisfactory	Need Improvement	Proficient	Excellent
Exhibits the appropriate demeanor and language for the assigned work area and professional tasks as well as a courteous and helpful attitude in the learning environment.					
NOTES/ACTIONS:					

JOB STANDARD 4: ADAPTABILITY					
Responsibility	N/A	Unsatisfactory	Need Improvement	Proficient	Excellent
Accepts changing conditions following appropriate direction and in-service, versatility, self-confidence, and resourcefulness.					
Participants in new training, new procedures, program, and operations conducive to the learning environment.					
NOTES/ACTIONS:					



JOB STANDARD 5: ACCOUNTABILITY					
Responsibility	N/A	Unsatisfactory	Need Improvement	Proficient	Excellent
Demonstrates and maintains efficiency in reporting to work and in designated areas in a timely manner.					
Demonstrates the abilities to effectively complete job duties and responsibilities.					
NOTES/ACTIONS:					
JOB STANDARD 5: ACCOUNTABILITY					
Responsibility	N/A	Unsatisfactory	Need Improvement	Proficient	Excellent
Exhibits an understanding of District agreements, policies, and procedures.					
As appropriate, maintains, understands and respects the need for confidentiality of correspondence, records, and other information.					
NOTES/ACTIONS:					

Supervisor(s) Anecdotal Comments:

Areas of Commendation:

Areas of Concern:

Recommendation for Improvement:

Thornton Township High Schools District 205

Paraprofessional Performance Evaluation



Supervisor(s) Signature: _____

Date: _____

Paraprofessional's Comments:

Paraprofessional's Signature: _____

Date: _____

Original – District Office

Copies – Building File / Paraprofessional / Supervisor