



**PARAEDUCATOR
NEGOTIATION AGREEMENT**

between

**THE BOARD OF EDUCATION
SCHOOL DISTRICT 100**

and

**THE BERWYN SOUTH PARAEDUCATOR
IEA/NEA ASSOCIATION**

2019-2022

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ARTICLE I - RECOGNITION

The Board of Education for Berwyn South School District 100 (hereinafter referred to as the BOARD) recognizes the IEA/NEA and Berwyn South Paraeducator Association, (hereinafter referred to as the ASSOCIATION) as the exclusive bargaining agent for all full and at least half time paraprofessionals employed by the Board. The Board agrees to negotiate with the Association on matters such as salaries, fringe benefits, and working conditions as set forth in this agreement.

Licensed Paraprofessionals, hereafter known as Licensed Paraeducators or Paras are important contributors to the Special Education program, as well as assisting "at risk" students included within a regular classroom setting. Paras enhance the quality of instruction and activities to help implement both the student's Individual Education Plan (IEP) and the teacher's lesson plans. It is recognized that the education of students requires specialized educational qualifications and that the success of educational programs in the District depends on the support of licensed paraeducators.

A Labor-Management Committee shall be established consisting of three (3) bargaining unit members and the Superintendent or other District designee(s). Such a committee shall meet quarterly or less as needed, to discuss constructive issues or to resolve issues of mutual concern, with the goal of promoting safety, improving the quality of education and maintaining a culture of supportive, collaborative relationships.

ARTICLE II - EMPLOYMENT

A. Initial employment shall be a period of twelve months from date of hire and shall be considered the probationary period. At the end of this probationary period, the employee's supervisor shall submit an evaluation report accompanied by a recommendation for continued employment or termination to the Superintendent.

B. The Initial Evaluation Report - A copy of the supervisor's performance report shall be given to each employee, in advance of the supervisor and employee meeting, to discuss the report, and prior to being placed in an employee's file. As always, the para shall have the right to respond to any evaluation. This response shall be appended to the supervisor's evaluation report.

C. Upon completion of the probationary period, the employee shall be placed on the list as a continuing employee and immediately credited with the service which accumulated during the probationary period. Having passed the probationary period, such an employee will be considered a continuing employee from year to year unless the employee is terminated in accordance with Article XI.

D. A newly-hired probationary para may be discharged without recourse anytime prior to the end of the probationary period. The discharge of a newly hired probationary employee shall not be subject to the grievance article herein and shall not be otherwise challengeable under any other of the provisions of this Agreement.

E. Paras shall receive an employment status sheet (salary agreement sheet) by October 1st, with the following info: 1) annual salary for current year 2) years of completed service.

F. Seniority will be defined as the number of years of employment as a paraeducator. Any break in service, which is a result of a resignation, will result in a forfeiture of any years credit towards seniority.

G. Employees shall be given written notice of nonrenewal of employment as soon as possible or no later than June 1st.

H. Paraeducators who have completed one full year of service will not lose their jobs through a reduction in force during the course of the school year. The only exception to this will be

if the Board determines that financial conditions make it essential for the financial security of the District. Paraeducators who have completed one full year of service will not be terminated without just cause.

I. A Reduction-in- Force, (RIF) will be done on the basis of reverse seniority, as set forth in the School Code 105 ILCS 5/10-23.5. Should a position(s) be restored within 24 months of its elimination, the paras who were RIFFED will be recalled in reverse order of their layoff. Once a rified para refuses a position, they will be removed from the list. If a Para is rified and then rehired for the next immediate school year, employment will be considered continuous and counted towards seniority.

ARTICLE III - HOURS AND DAYS

A. Workday: The workday shall consist of seven hours, including a consecutive thirty minute lunch period. Each employee at the elementary schools shall be entitled to receive one 15 minute break and each employee at the middle schools shall be entitled to receive one 17 minute break to be determined in cooperation with the classroom teacher's schedule. The teacher and the principal will determine the lunch and break -times.

B. Work Year: The work year shall be the Board established pupil attendance days. Each employee shall be required to attend two institute days per year, which will be included in the working calendar. Each employee shall have the option of working the other scheduled Institute Days on the calendar, if prior approval is obtained from the Superintendent or designee, or if the district recommends the para to attend. The employee shall not be obligated to work these other Institute Days; however, compensation shall be at a per diem rate if the employee works the designated dates. A working calendar covering holidays and starting and ending dates shall be provided annually to each employee.

C. Holidays: The Board shall grant as paid holidays the following 12 days: Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, day after Thanksgiving, Christmas Day, New Year's Day, Martin Luther King's Birthday, Presidents Day, Casimir Pulaski Day, Spring Break day & Memorial Day. Per diem compensation shall be paid for each of the holidays provided the employee has worked the last scheduled school day prior to the holiday and the first regularly scheduled day following the holiday. Such days will only be paid, if such holidays are also District scheduled school holidays. If teachers agree with waiving holiday, we also will agree.

D. A good faith effort will be made to balance lunch and/or recess duties equally among paras.

ARTICLE IV - LEAVES

A. **Sick leave:** Each employee shall be granted twelve (12) sick days per year for personal or serious illness, death in the immediate family, or birth/adoption. A physician's note may be required for any illness requiring the use of three (3) or more consecutive sick days. If all twelve (12) days of sick leave remain unused, they shall be converted to fifteen (15) days of the accumulated total at the end of the year. If eleven (11) days of sick leave remain unused, they shall be converted to thirteen (13) days of the accumulated total at the end of the year. If ten (10) days of sick leave remain unused, they shall be converted to eleven (11) days of the accumulated total at the end of the year.

B. **Personal leave:** The Board shall grant three (3) personal leave days annually at full pay which can be used for holidays, graduations, weddings, court appearances, as well as other personal business which cannot be conducted except during regular school hours. Paras will notify their principal of their intent to utilize their personal day(s) at least 72 hours prior to the intended date. In cases of emergency, notification will be as timely as possible. Personal leave may not be taken during the first five (5) school days or the last five (5) school days of the school year, or on a day preceding or following a holiday or vacation, except by special arrangement with the Superintendent or designee. Unused personal days shall be added to accumulated sick days.

C. **Bereavement Leave** The Board shall grant each para five (5) days of bereavement leave annually at full pay for the death of an immediate family member. Immediate family includes parents, spouse/partner, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, aunts, uncles, cousins and legal guardians. A para may use up to 3 of his/her bereavement days for the death of those not covered by the term immediate family. Unused bereavement days shall not accumulate. Paras are entitled to child bereavement leave in accordance with the Child Bereavement Leave Act. A para may be awarded additional bereavement leave with superintendent or designee approval.

D. Absence due to a duty connected injury or disability, as designated by the district's Workman's Compensation carrier, shall not be deducted from the Para's accumulated sick leave after the first three (3) days. In such cases, the Board shall pay the employee's salary to the extent not covered by Workman's Compensation. The employee will have the option of taking one (1) sick day for every three (3) days on Workman's Compensation, in order for the para to receive 100% of their compensation.

ARTICLE V - SALARY RELATED BENEFITS

A. Tuition Reimbursement

An employee who continues professional growth through enrollment in pre-approved undergraduate courses related to professional responsibilities shall be reimbursed according to the following schedule. Twelve credit hours per year are maximum for reimbursement.

1. Paras employed for the 1st and 2nd years are ineligible for tuition reimbursement.
2. Paras who are employed the third year will receive \$125 per credit hour.
3. Paras who are employed the fourth year will receive \$175 per credit hour.
4. Paras who are employed the fifth year will receive \$200 per credit hour.

Reimbursement shall be made in June of the current school year. Those employees who receive reimbursement under this article, shall remain in the District one full fiscal year after reimbursement. Otherwise, the employee shall return to the District through payroll deduction (and/or separate payment) all reimbursement to the District received in the prior fiscal year.

B. A paraeducator that has a substitute teaching certificate on file with the District, shall be granted additional pay, if the para is covering or substituting one or more class periods. One half of the regular substitute teacher rate shall be in addition to the para's regular rate.

C. A para who works in the lunchroom/recess, outside of their regular work day, shall be granted pay at the existing hourly rate for that job.

D. Each school term, those bargaining unit members who have worked in the District as paraeducators during the preceding two school terms and continue to do so, shall be entitled to a bonus of \$250 (i.e. those employees in no less than their third consecutive year of employment). This bonus shall be payable to eligible employees in December.

E. Retirement Pay for Unused Sick Days

After fifteen (15) years of service, the Board shall pay \$15 per day for unused sick leave exceeding seventy-five (75) days to any para retiring from District 100. For days in excess of 180, the para shall be paid at a rate of \$25 per day. This amount will be paid within sixty (60) days of receipt of last paycheck.

ARTICLE VI - ASSIGNMENTS

A. Paraeducators shall be given assignments based on the student population and needs. Assignments shall be made as soon as the District has knowledge of which students will need the assistance of paraeducators. Returning paras shall be notified of their school assignments by June 1st, with the understanding that assignments may change due to student population and needs.

B. Written notice of any paraeducator vacancy shall be emailed to every current para at least 5 days prior to posting the vacancy for outside District applicants. A vacancy shall be defined as a newly created position or any current position that is not filled. Current employees will be considered for a vacancy after they submit a request to the Director of Human Resources and the Director of Special Education. An interview will be given to any qualified internal applicant.

C. Transfers from one position or school to another, shall be based on seniority, performance, ability, and consideration of the best interest of the student, para and school district. The Director of Staff and Student Services or the Director of Special Education, along with the principal will meet with any para prior to a transfer to a different assignment.

ARTICLE VII - EVALUATIONS

The primary purpose of an evaluation is to improve job performance. Since evaluation is an ongoing process, informal evaluation does not require a post-evaluation conference, unless specifically requested by the employee. A formal evaluation shall be conducted at least once per year, during the first five years of employment. After five years of employment, employees will be evaluated once every two years. The employee or the administrator may request additional evaluations. An employee shall be given a copy of any visit or evaluation report at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon, without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation.

Prior to a formal evaluation report, the immediate supervisor of the paraeducator shall have had appropriate communication regarding the employee's performance.

1. Reports shall be issued based on a compilation of reports and observations by any or all personnel who came into contact with the parapro in a supervisory capacity.
2. The Paraprofessional Evaluation Process form approved by the Board on July 23, 2015, shall be used with a fifth column labeled Not Applicable (NA).

ARTICLE VIII - CONTROL AND DISCIPLINE OF STUDENTS

The employer shall support and assist employees with respect to the maintenance of control and discipline of students in the assigned work area. The employer or its designated representative shall provide reasonable support and assistance to the employee in respect to students who are disruptive or who repeatedly violate rules and regulations. The Board's policy governing use of corporal punishment or physical force should be outlined in the Board policy manual.

If circumstances arise that a para feels are unsafe or hazardous, the principal involved will meet within five (5) days with the para and a representative from the Paraeducator Association to explore options for a mutually acceptable solution.

ARTICLE IX - GRIEVANCE PROCEDURE

A. Grievance Defined:

A grievance is defined as a written claim that there has been a violation, misinterpretation or misapplication of a specific and express provision of this Agreement. The grievance must state the nature of the grievance, identify the specific clause or clauses of the Agreement allegedly violated, and request a definite remedy. No grievance will be processed or considered unless it is filed in writing in accordance with Step I within fifteen (15) working days after the occurrence of the event-giving rise to the grievance. Working days shall mean those days when school is in session. During the summer months, working days means those weekdays when the Central Office is open for business.

B. Basic Principles:

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this section or elsewhere in this Agreement shall be construed to prevent any individual employee from discussing a problem with the administration and having it adjusted (resolved to the mutual satisfaction of all persons) without intervention or representation of Association representatives.

The failure of an employee or the Association to act on any grievance within the time limits prescribed in this grievance procedure will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement, either oral or in writing.

C. Procedure:

Step 1 -The grievant shall file his grievance in writing with his immediate supervisor or his designee within fifteen (15) working days of the occurrence of the event-giving rise to the grievance. The immediate supervisor or his designee shall confer with the grievant in an attempt to resolve the grievance. A decision in writing shall be rendered to the grievant within ten (10) working days of the conference.

Step 2- If a satisfactory agreement is not reached at Step 1, the grievant may appeal to the superintendent or her/his designee in writing within ten (10) working days after he the employee has received the decision of the immediate supervisor or her/his designee. The superintendent or her/his designee shall hold a conference within ten (10) school days after the receipt of the appeal, and a written decision shall be rendered by the superintendent or her/his designee within ten (10) school days after the conference.

Step 3 -If the grievance is not settled at the second step, the grievant has ten (10)) working days in which he may appeal to the Board of Education. The grievance shall be submitted to the Board of Education to be considered as soon as reasonably possible thereafter. The grievant, acting independently or through the Association, may present a written grievance to the Board or may request an oral hearing, which will be granted at the discretion of the Board. If granted, the hearing will be conducted by the full Board or by a subcommittee of the Board. The Board shall render its decision within ten (10) working days after the meeting.

Step 4 -In the event the grievant is not satisfied with the disposition of his grievance at Step 3, the grievance may be submitted to binding arbitration within ten (10) working days after receipt of the Board's answer in Step 3. The parties shall attempt to agree upon an arbitrator within ten (10) working days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within the ten (10) day period, the parties shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the standard operating procedures set forth by the American Arbitration Association. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement. She/he shall consider and decide only the specific issues submitted to her/him in writing and shall have no authority to make any decision or recommendation on any other issue not based solely upon her/his interpretation of the meaning or application of the specific term(s) of this Agreement, which has allegedly been violated, misinterpreted or misapplied under the facts of the grievance presented. The fees of the arbitrator shall be divided equally between both parties. All other expenses shall be borne by the party incurring them.

ARTICLE X - EMPLOYEE PROTECTION

In case of physical or verbal assault upon a paraeducator, the Board shall provide legal advice to that para if, in the opinion of the Board, this will not create a conflict with the interests of the Board. Legal advice shall be limited to an opinion of the Board attorney. Defense of the paraeducator in a lawsuit shall be provided only with the concurrence and support of the insurance carrier covering liability of the Board and personnel. The Board shall provide legal assistance in a suit initiated by a staff member, if the Board has been consulted prior to the initiation of the suit.

ARTICLE XI - EMPLOYEE DISCIPLINE

A. Employees may be recommended for dismissal for cause by the Superintendent upon recommendation of the employee's supervisor. Prior to recommending dismissal, the supervisor must schedule at least one conference with the employee, at which time, reasons for dismissal shall be discussed. Normally, more than two attempts should be made by the supervisor to correct deficiencies before termination proceedings becomes necessary.

B. Employee discipline shall, in the usual case, follow progressive discipline concepts with the disciplinary steps being:

- Verbal Warning with documentation provided to employee
- Written Reprimand
- Suspension without pay
- Discharge

C. Each employee shall have the right, upon request, to review the contents of the District personnel file and to respond in accordance with the law to its contents.

D. Rules and regulations governing employee discipline shall be reasonable and enforcement shall be fair and exercised with just cause.

E. Suspension without pay and dismissal from employment for disciplinary reasons shall be for just cause. This provision shall not apply to dismissal or changes in employment status that occur for no disciplinary reasons, such as a reduction in the workforce.

ARTICLE XII - ASSOCIATION DAYS

The Association shall be allowed up to four (4) days of non-accumulative leave in aggregate in any school year with pay, where such leave is necessary for delegates designated in writing by the Association to attend official state convention or other official association workshops, conferences or meetings, provided that written notice of such leave is delivered to the Superintendent or her/his designee no later than five (5) business days prior to such leave and provided further that if local dues are collected by the Association for the current year, the Association shall then reimburse the District for the cost of the substitutes hired for those days on account of such leave.

Names, date of hire, and school assignment of newly hired employees shall be provided to the Association within 30 days after employment is approved by the Board.

ARTICLE XIII - ADMINISTRATION OF MEDICATION/SERVICES

A. Paraeducators shall not be required to administer medication to students, as defined by current applicable binding legal authority in Illinois.

B. Paraeducators will only be responsible for specific OT/PT procedures under the guidance of licensed related service staff and only after receiving training in those procedures.

ARTICLE XIV - WORKING CONDITIONS

ADL SERVICES/SUPPORT STIPEND

DUTIES:

Under the direction of a licensed special education teacher and/or related services staff, paraeducators provide assistance and support, as needed, to students in accomplishing activities of daily living (ADL) and health related functions, such as but not limited to: feeding, diapering, toileting, transferring, mobility, lifting, positioning or use of any mechanical equipment.

STIPENDS:

A. TIER 1. A Tier 1 DLP, EC or 1:1 will earn a \$750 stipend per semester, if they regularly perform on a daily basis any of the above mentioned duties. Regularly meaning 5 or more times a week on average.

B. TIER 2. A Tier 2 DLP, EC, or 1:1 para who occasionally performs any of the above mentioned duties, will earn a \$300 stipend per semester. Occasionally meaning 3 or 4 times a week on average.

C. TIER 3. A preschool para with at least 5 students requiring ADL services as listed above, will earn a \$300 stipend per semester.

D. TIER 4. A summer school para that performs the ADL duties, as defined above, will receive a \$100 stipend. This \$100 stipend will be paid on the summer school paycheck.

E. The principal, along with the supervising Special Education teacher, will confirm to the Director of Special Education, as to which para earned a stipend and in what amount. The Director of Special Education will forward that info to the Business Office. The earned stipend will be paid on the 1st paycheck in both December and June.

F. The principal and supervising teacher will assist in assuring that there are two staff members present during the above stated personal care assistance/ADL duties, in order to protect the safety and security of both the students and the staff.

G. In order to best service the student in the educational process and to ensure the safety of both the student and staff, paraeducators shall be provided with relevant information, such as but not limited to IEPs, behavior plans, attendance at parent teacher conferences, etc.

ARTICLE XV - SALARY AND RELATED PROVISIONS

A. Per Diem salary shall be the annual rate shown in the salary schedule divided by 190 (176 student days + 2 Institute + 12 holidays).

B. A Paraeducator employed by the District in the 2018-2019 school year, who is re-employed for the 2019-2020 school year will receive a 6% increase over their previous year's base salary. A Paraeducator employed by the District in the 2019-2020 school year, who is re-employed for the 2020-2021 school year will receive a 5% increase over their previous year's base salary. A Paraeducator employed by the District in the 2020-2021 school year, who is re-employed for the 2021-2022 school year will receive a 4% increase over their previous year's base salary.

The starting salaries for all newly hired employees shall be:

	<u>Licensed</u>	<u>Licensed & 4 year degree</u>
2019-2020	\$20,350	\$22,272
2020-2021	\$21,368	\$23,386
2021-2022	\$22,436	\$24,555

C. Longevity will be \$150 per year for each completed five years of service.

For example:

After 5 completed years of service - - \$750

After 10 completed years of service - \$1,500

After 15 completed years of service - \$2,250

After 20 completed years of service - \$3,000

After 25 completed years of service - \$3,750

After 30 completed years of service - \$4,500

And so on.....

D. Once a paraeducator has completed 10 years as a para in the district, or if they have obtained a bachelor's degree, they shall be granted the licensed/4 year degree salary based on the current salary schedule.

E. All employees working at least 600 hours in a school year, will be obligated to become members of the Illinois Municipal Retirement Fund. The employee share as a member of the fund will be 4.5%.

F. The District will pay 100% of the employee's share of IMRF for employees who have successfully completed three full fiscal years within the District.

ARTICLE XVI - EFFECT OF AGREEMENT

A. Entire Memorandum of Agreement: This agreement constitutes the entire Agreement between the parties and no verbal statements shall supersede any of its provisions. Any amendment or agreement supplemental hereto shall not be binding upon either party unless executed in writing by the parties hereto. The parties further acknowledge that, during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the areas of collective bargaining and that the understanding and agreements arrived at by the parties, after the exercise of that right, are set forth in this Agreement. Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject may not have been within the knowledge and contemplation of either or both of the parties at the time they negotiated or signed this Agreement. Waiver of any breach of this Agreement by either party shall not constitute a waiver of any future breach of this Agreement.

B. Incorporation of Board Policies: The existing policies and procedures of School District 100 are hereby incorporated into this Agreement, provided that these policies may neither countermand nor be contrary to the other terms and conditions of this Agreement.

C. Savings Clause: Should any article or section of this Agreement be declared illegal by a court of competent jurisdiction, the remainder of the Agreement shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such article or section.

D. Term of Agreement: This Agreement shall be effective July 1, 2019 and shall continue in effect until June 30, 2022.

IN WITNESS THEREOF:

FOR THE BOARD OF EDUCATION

Darlene Yoder 5-22-19
President, Board of Education Date

FOR THE ASSOCIATION

Joseph M. Conzfield 6-3-19
President, Paraeducator Association Date

APPENDIX A - INSURANCE BENEFIT SCHEDULE

A. Health Insurance: The Board of Education will pay single coverage for whatever health insurance program is offered by the District up to a maximum of:

Up to a 5% increase PPO in the monthly insurance premium as determined annually by the insurance broker for July 1, 2019 to June 30, 2022, based upon the premium for July 1, 2019 thru June 30, 2020.

Employees selecting family health insurance coverage shall pay the full cost thereof beyond the amount contributed by the Board for single coverage.

B. The District will reimburse each member of the bargaining unit who does not carry health insurance up to \$1,500 per year for allowable expenditures. Allowable expenditures include single group health/dental insurance premiums, paid in excess of the Board's contribution, out-of-pocket cost for family health/dental insurance premiums, deductibles, co-payments, payments for medical/dental expenses for the employee or members of his/her family and family claims not covered by spouse's insurance. Reimbursement will be issued on the first paycheck in June.

C. Dental Insurance: The Board of Education will pay single coverage for the group dental insurance program that is offered by the District.

D. Eye Coverage: The Board does not contribute towards eye coverage, but a plan is available through the District, with the total cost being the employee's responsibility.

E. Life Insurance: The Board shall pay 100% of the monthly premium for a \$10,000 life insurance policy.

F. Any paraeducator who retires after age 55 and after at least 20 years of service in the District, will be allowed to continue to participate in the District's health insurance plan. The District will pay the single premium cost of this insurance for five years or until the employee qualifies for Medicare, whichever comes first. Whatever the cost incurred by the active employee should also be incurred by the retiree.

APPENDIX B PARAEDUCATOR EXTRA COMPENSATION

POSITION

Bus Duty	-	\$25.00/hour
Presentations (2 hours prep time)		\$25.00/hour
Tutoring	—	\$25.00/hour
Summer School District 100		50% of teacher rate
Trip Stipend (Beyond Regular Workday)		\$40-75
Other*		\$25.00/hour

*Other - Includes work approved in advance for payment done beyond the contractual workday such as, but not limited to, academic coaching, peer mediation, supervision, bus duty, detention and monitoring.

Other extra duties will be paid at the rate listed on Appendix B of the SBEA contract.