

AGREEMENT

BETWEEN

DISTRICT U-46

EDUCATIONAL ASSISTANTS

AND THE

BOARD OF EDUCATION

DISTRICT U-46

2022 - 2025

TABLE OF CONTENTS

ARTICLE I 5
RECOGNITION 5

ARTICLE II 5
ASSOCIATION AND EMPLOYEE RIGHTS 5

2.1 DUES DEDUCTIONS 5

2.2 SCHOOL MAIL 6

2.3 DISTRICT FACILITIES AND EQUIPMENT 6

2.4 RIGHT TO ORGANIZE 6

2.5 NON-DISCRIMINATION 6

2.6 CHANGES IN PROCEDURES 6

2.7 INFORMATION SHARING 6

2.8 EMPLOYEE INFORMATION 7

2.9 WORKING CONDITIONS 7

2.10 PRESIDENT’S RELEASE TIME 7

ARTICLE III 8
BOARD’S RIGHTS 8

ARTICLE IV 9
NEGOTIATIONS 9

4.1 PROCEDURES 9

4.2 IMPASSE PROCEDURE 9

 4.2.1 Impasse 9

 4.2.2 Mediation 9

ARTICLE V 10
GRIEVANCE PROCEDURE 10

5.1 GRIEVANCE DEFINITION 10

5.2 EMPLOYEE RIGHTS 10

5.3 EMPLOYEE PROTECTION 10

5.4 TIME LIMITS 10

5.5 CONFORMITY WITH AGREEMENT 11

5.6 ADVANCED STEP FILING 11

5.7 WITHDRAWING GRIEVANCES 11

5.8 PROCEDURE 11

 5.8.1 Formal Grievances 11

5.9 REPRESENTATION AND WITNESSES 13

ARTICLE VI 14
WORKING HOURS 14

6.1 HOURS 14

6.2 TEMPORARY EMPLOYEE 14

6.4 LUNCH BREAKS 15

6.5 ADDITIONAL HOURS 15

6.6 SUPERVISION/EXTRA DUTY COMPENSATION 15

ARTICLE VII 16
WORKING CONDITIONS 16

7.1 PAYROLL 16

 7.1.1 Pay Periods 16

7.2 PROFESSIONAL DEVELOPMENT 16

 7.2.1 Orientation 16

7.3	OPENING DAY INSTITUTES	17
7.4	SUBSTITUTES	17
7.4.1	Teacher Absences	17
7.4.2	Bargaining Unit Absences	17
7.5	TRAVEL REIMBURSEMENT	17
7.6	JOB DESCRIPTIONS	18
7.7	LABOR MANAGEMENT	18
7.8	ADMINISTRATION OF MEDICATION	18
7.9	STUDENTS WITH SPECIAL NEEDS	18
7.10	EARLY RELEASE DAYS	19
7.11	VISITATION	19
ARTICLE VIII		20
EMPLOYMENT PROCEDURES		20
8.1	EMPLOYMENT	20
8.2	APPLICATION PROCEDURES	20
8.3	CREDIT FOR PREVIOUS EXPERIENCE	20
8.4	PROBATIONARY PERIOD	21
8.5	EVALUATIONS	21
8.6	DISCIPLINE – DISCHARGE	22
8.6.1	Standard to be Applied	22
8.6.2	Notification	22
8.6.3	Representation	22
8.7	RETIREMENT AND SOCIAL SECURITY	23
8.8	RESIGNATIONS	23
8.9	RETIREMENT INCENTIVE	23
ARTICLE IX		24
VACANCIES		24
9.1	VACANCIES	24
9.2	SENIORITY	24
9.2.1	Determination of Seniority	24
9.2.2	Termination of Seniority	25
9.3	TRANSFER/REASSIGNMENT	26
9.3.1	Reassignments	26
9.3.2	Voluntary Transfer	26
9.3.3	Involuntary Transfers	27
9.4	REDUCTION IN FORCE	27
9.4.1	Notice	27
9.4.2	Method of Layoff	27
9.4.3	Seniority List	27
9.4.4	Recall	27
9.4.5	Recall Benefits	28
9.4.6	Reduction in Force Committee	28
ARTICLE X		29
LEAVES OF ABSENCE		29
10.1	SICK DAYS	29
10.2	PERSONAL DAYS	29
10.3	JURY DUTY	29
10.4	MATERNITY LEAVE	29
10.4.1	Purpose	29
10.4.2	Application Procedure	30
10.4.3	Insurance Availability	30
10.4.4	Return from Leave	30

10.5	PROFESSIONAL MEETINGS	30
10.6	LEAVE OF ABSENCE – PERSONAL	30
10.6.1	Purpose	30
10.6.2	Application Procedure	31
10.6.3	Insurance Availability	31
10.6.4	Return from Leave	31
10.7	LEAVE OF ABSENCE – MEDICAL	31
10.7.1	Purpose	31
10.7.2	Application Procedure	31
10.7.3	Insurance Availability	31
10.7.4	Return from Leave	32
10.8	ADOPTIVE LEAVE	32
10.8.1	Purpose	32
10.8.2	Application Procedure	32
10.8.3	Length of Leave	32
10.8.4	Return from Leave	32
10.8.5	Insurance Availability	32
10.9	FAMILY AND MEDICAL LEAVE/VICTIMS ECONOMIC SECURITY AND SAFETY ACT LEAVE	33
10.10	ASSOCIATION LEAVE	33
10.11	BEREAVEMENT LEAVE	33
10.12	PROFESSIONAL IMPROVEMENT LEAVE	33
ARTICLE XI		34
CALENDAR		34
11.1	WORK YEAR	34
11.2	HOLIDAYS	34
ARTICLE XII		35
INSURANCE		35
12.1	HEALTH INSURANCE PLAN	35
12.2	LIFE INSURANCE	36
12.3	LIABILITY INSURANCE	36
12.4	DENTAL INSURANCE	36
12.5	FLEXIBLE SPENDING ACCOUNT	36
12.6	EMPLOYEE ASSISTANCE PROGRAM	36
12.7	LONG-TERM DISABILITY	36
ARTICLE XIII		37
COMPENSATION		37
13.1	DUEA SALARY INCREASES FY23-FY25	37
13.2	CHANGING CLASSIFICATIONS	38
DUEA POSITION CLASSIFICATION SCHEDULE		39
ARTICLE XIV		39
SAVINGS CLAUSE		39
ARTICLE XV		39
NO STRIKE - NO LOCK OUT		39
ARTICLE XVI		40
WAIVER CLAUSE; DURATION AND TERMINATION CLAUSE		40
16.1	WAIVER CLAUSE	40
16.2	DURATION AND TERMINATION	40
MEMORANDUM OF UNDERSTANDING Home School Liaisons		41
APPENDIX A Grievance Report Form		42

APPENDIX B Additional Hours Approval Procedure	43
APPENDIX C Evaluation Document and Evaluation Review Process.....	44
Performance Evaluation Template Sample	45
APPENDIX D DUEA SALARY SCHEDULES FY23 AND FY 24	46
APPENDIX E ACCOMPANIST EXTRA SERVICE COMPENSATION	47

ARTICLE I

RECOGNITION

The Board of Education of School District U-46 (hereinafter called the "Board") recognizes the District U-46 Educational Assistants, an affiliate of the Illinois Education Association and the National Education Association (hereinafter called the "Association"), as the sole and exclusive bargaining agent for all paraeducators of the District including, but not limited to, paraeducators assigned to regular education, special education, and bilingual education, library paraeducators, home school liaisons, sign language interpreters and accompanists. Excluded from the bargaining unit are all employees that are defined by the Illinois Educational Labor Relations Act as managerial, supervisory, confidential employees, employees working less than 20 hours a week, dean's assistants and employees covered under other collective bargaining agreements.

ARTICLE II

ASSOCIATION AND EMPLOYEE RIGHTS

2.1 DUES DEDUCTIONS

The Board shall deduct from the pay of each member dues of the Association.

- 1) A member may authorize dues deductions by having presented an authorization to the Board on or before September 1, or the first of any month thereafter. The amount specified by the Association will be pro-rated and deducted from the employee's paycheck starting in the month in which authorization begins and ending in June.
- 2) Such authorization shall not be revocable for a period which is the lesser of one (1) year or the remainder of the term of the Agreement. If a member resigns from the employment of the Board prior to termination of the effective period of the current authorization, the Board shall deduct the dues for the month in which his/her resignation takes place from the employee's last check.
- 3) All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after such deductions are made.
- 4) The Association shall defend the District and hold it harmless from any claim(s) or liabilities arising out of the administration of this Section 2.1.

2.2 SCHOOL MAIL

The Association shall have the right to use the school district mail and e-mail services for communications to employees covered by this Agreement related to its responsibilities as the exclusive bargaining representative. The Association shall not use the district mail and e-mail services for notices or materials that are either inflammatory or partisan-political in nature.

2.3 DISTRICT FACILITIES AND EQUIPMENT

The Board agrees to provide technology and equipment that it deems necessary for each bargaining unit member,

Except where buildings are closed or otherwise inaccessible to in-person meetings, the Association and its representatives will have access to school facilities for meetings, provided the proper administrator has been contacted and the Association agrees to pay reasonable costs in the event there are any special costs to the District.

2.4 RIGHT TO ORGANIZE

Employees shall have the right to organize, join and assist the Association and to participate in collective negotiations with the Board. The Board shall not discriminate against any employee with respect to hours, wages, and other terms and conditions of employment by reason of membership in the Association, participation in negotiations with the Board, or the institution of any grievance, complaint, or proceeding under this Agreement.

2.5 NON-DISCRIMINATION

Neither the Board nor the Association will discriminate against any employee because of race, religion, gender, sexual orientation, age, national origin, ancestry, marital status, unfavorable discharge from the military, disability, membership or non-membership in the Association, or any other legally protected status.

2.6 CHANGES IN PROCEDURES

All published policies, regulations, and rules of the Board will be made available for inspection upon request. The District will attempt to discuss changes in policies and procedures relevant to the bargaining unit with the Association prior to implementation or as soon thereafter as administratively possible provided the District is aware of the relevancy. The District and the Association will also discuss the method by which the employees will be notified of the changes in procedures.

2.7 INFORMATION SHARING

The Association President shall have access electronically to all regular and routinely prepared information concerning the financial condition of the school district, all semi-monthly Board reports and minutes, any proposed application for a waiver or modification of State Board Rules and/or School Code Mandates in advance of its

adoption, and a copy of the proposed calendar for the following school term at least twenty-two (22) school days in advance of its adoption.

Each building will provide reasonable bulletin board space for the bargaining unit for the purpose of posting general and pertinent district memos, and information items deemed appropriate by the Association.

2.8 EMPLOYEE INFORMATION

Within five (5) days of the hiring of a new employee or the change of status of any bargaining unit member, the Human Resources Office will forward to the Association President the relevant change of status information report.

2.9 WORKING CONDITIONS

By October 1 of each school year, each bargaining unit member will verify her/his work schedule with the proper building or department supervisor on a form provided by the district. Any employee hired after October 1 of each school year will verify his/her work schedule with the proper building or department supervisor on a form provided by the district within 30 days of hire.

Each bargaining unit member will be provided with:

1. a lockable space for the employee's personal property away from student common areas;
2. an individual mailbox at the member's assigned school(s);
3. an assigned District e-mail address with training on the use of the system;
4. a work surface;
5. an individual laptop, or other dedicated electronic device appropriate to perform job duties.
6. a space to perform job duties and keep necessary supplies and materials;
7. a written copy of the employee's job description.

A record of the above working conditions and any reasons for deficiencies will be kept by the administration on a form provided by the District. The Association will be provided with these findings upon request.

Bargaining unit members may be required to perform cleaning within the assigned program specifically connected to disinfection of work surfaces. No bargaining unit member will be required to perform any cleaning or maintaining of school facilities other than normal maintenance within the assigned program or cleaning as described in this Section.

2.10 PRESIDENT'S RELEASE TIME

The Association President or designee shall be released for up to six (6) hours per week for the purpose of conducting Association or District business. Upon approval by the District and the Association, special accommodations may be made in instances where release time may have an impact on the President or designee's work assignment. There shall be no reduction in pay or benefits as a result of such release time. The

Association President will give 24 hours' notice for such leave whenever possible. In a situation where Association business is conducted and a substitute is secured, the Association will reimburse the District an amount equal to actual time spent on Association business times the base rate of pay.

2.11 JOINT COMMITTEE

During the course of bargaining in 2022, several issues were raised that were agreed to be addressed through ongoing committee work for the duration of subsequent the Agreement. It is agreed that a Joint Committee will convene to discuss issues involving Professional Development, Orientation, Opening Day Institutes, Workload, Work Year, Evaluation, the Option of Twenty-Six (26) Pay Periods, Mentoring and President's Release Time.

The Joint Committee will consist of 8 members, four (4) from DUEA to be identified by DUEA, and four (4) from the District to be identified by the District. The group will be formed and will meet for the first time no later than 90 days after the ratification and signing of this Agreement by DUEA and the Board of Education. Thereafter, the group will meet no less than quarterly, or as agreed to by the group. The Joint Committee will meet as mutually agreed, and members will be paid their hourly pay for work of the Joint Committee that is conducted before or after the school day or term. Every effort will be made to conduct committee meetings within the members workday with minimal disruption to student learning.

The Joint Committee will have no authority to bind the parties but will make recommendations to the Bargaining teams for future Agreements. The parties may agree to implement recommendations through a MOU or MOA as mutually agreed. Any current language in the collective bargaining agreement regarding the issues listed above will remain in full effect until such time as an MOU, MOA or successor agreement is reached. The Joint Committee will prepare an agenda and keep minutes for each meeting. Other rules of operation may be determined by the Joint Committee as needed.

ARTICLE III

BOARD'S RIGHTS

Except as specifically limited by the express provisions of this Agreement, the Board retains its rights to manage and direct the affairs of the Board and to manage and direct its employees including but not limited to the following: to determine the operations and services of the Board; to direct the working forces; to establish the qualifications for initial employment and to employ; to lay off employees pursuant to this Agreement; to evaluate employees; to schedule and assign work; to determine the methods, means and equipment to be used; to assign overtime; to determine the organization and number of personnel; to enforce rules and regulations; and to discipline employees.

ARTICLE IV
NEGOTIATIONS

4.1 PROCEDURES

Negotiations for a successor collective bargaining agreement will commence on June 1 or on another mutually agreed upon date. Negotiations meetings will be held as necessary at times and places mutually agreed to by both parties.

In any negotiations described in this Article, neither party shall have any control over the selection of the negotiating representatives of the other party. A maximum of ten (10), which includes two (2) alternates, designated representatives to be selected by the Board and a maximum of ten (10) which includes two alternates, designated representatives to be selected by the Association shall meet for the purpose of negotiating and seeking agreement. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and by a majority of the membership of the Association, but the parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make proposals, consider proposals, and/or compromise in the course of negotiations, subject only to such ultimate ratification.

Throughout negotiations, all tentative agreements shall be signed by a representative designated by each party. During the course of any negotiations described in this Article, the parties mutually pledge to deal with each other openly and fairly and to sincerely endeavor to reach agreement.

For the purpose of this section, to bargain collectively is the performance of the mutual obligation of the employer and the representatives of the employees to meet at reasonable times and confer in good faith with respect to wages, hours and other terms and conditions of employment, or the negotiations of an agreement or any question arising thereunder, and the execution of a written contract incorporating any agreement reached if requested by either party, but such obligation does not compel either party to agree to a proposal or require the making of a concession.

4.2 IMPASSE PROCEDURE

4.2.1 Impasse

If agreement is not reached on all items by August 1, either party may declare that an impasse has been reached. Prior to August 1, if further negotiations appear unproductive, an impasse may be declared by mutual accord of both parties. The impasse procedures shall be as stated in 4.2.2.

4.2.2 Mediation

In the event that an impasse is reached by either or both of the parties during the course of negotiations, the parties hereby mutually agree to mediation as a means of attempting resolution of the item or items in dispute. The Federal

Mediation and Conciliation Service shall be requested by the parties to appoint a mediator from its staff. The parties mutually pledge to use mediation in a sincere and good faith endeavor to reach agreement on the issues in dispute.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 GRIEVANCE DEFINITION

Any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

5.2 EMPLOYEE RIGHTS

Any employee shall have the right to present grievances in accordance with this procedure and to be represented by the Association. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

5.3 EMPLOYEE PROTECTION

An employee who participates or intends to participate in any grievance as described herein shall not be subjected to discipline, reprimand, warning, or reprisal because of such participation or intention. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the grievant.

5.4 TIME LIMITS

No grievance shall be entertained or processed unless it is submitted within fifteen (15) school days after the first event giving rise to the grievance or within fifteen (15) school days after the grievant through the use of reasonable diligence should have become aware of the first event giving rise to the grievance. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed an acceptance of the decision rendered at that step. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next step.

The time limits provided in this Article shall be strictly observed but may be extended by written agreement of the parties. In the event a grievance is filed after May 15th of any year and strict adherence to the time limits may result in hardship to any party, the Board shall use its best efforts to process such grievance prior to the end of the school term or as soon thereafter as possible. Whenever illness or other incapacity of the grievant and/or involved administrator prevents his/her presence at a grievance meeting, the time limits shall be extended to such time that said party can be present. When such

grievance meetings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.

5.5 CONFORMITY WITH AGREEMENT

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

5.6 ADVANCED STEP FILING

A grievance claim on behalf of two or more employees having the same grievance and grievances involving an administrator other than building level administrators may be filed by the Association at Step II of the formal grievance procedure. In all instances, grievances filed by the Association must be filed within fifteen (15) school days after the event giving rise to the grievance unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be fifteen (15) school days from the time when the event should have been known in the exercise of reasonable diligence. No grievance shall be adjusted without prior notification to the Association and opportunity for an Association representative to be present.

5.7 WITHDRAWING GRIEVANCES

A grievance may be withdrawn at any level by the grievant without setting precedent.

5.8 PROCEDURE

Any employee who believes there is basis for a grievance may discuss the matter informally with his/her immediate supervisor. The Grievance Report Form is attached hereto and incorporated herein as Appendix A.

5.8.1 Formal Grievances

The following formal grievance procedure may be invoked by a grievant:

STEP I (IMMEDIATE SUPERVISOR)

The grievant may submit to the immediate supervisor, within fifteen (15) school days after the event giving rise to the grievance, unless the grievant(s) could not have known about the event in the exercise of reasonable diligence, in which case the period will be fifteen (15) school days from the time when the event could have been known in their exercise of reasonable diligence, a statement of the nature of the grievance and provisions of the Agreement allegedly violated, and relief sought. A copy of the grievance shall be submitted by the employee to the Association representative and by the immediate supervisor to the Superintendent/CEO. Within five (5) school days of receipt of the Grievance Report Form, the immediate supervisor shall meet with the employee and the Association representative in an effort to resolve the grievance. The immediate supervisor shall indicate his/her disposition of the grievance within five (5) school

days after such meeting by completing Step I of the Grievance Report Form and returning it to the employee. The Association and the Superintendent/CEO shall both be notified in writing as to the disposition of the grievance.

STEP II (SUPERINTENDENT/CEO)

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall complete Grievance Report Form, Step II within seven (7) school days after receiving the immediate supervisor's disposition or after the above-stated time limits have expired, and submit the grievance to the Superintendent/CEO or his/her designee. Within five (5) school days the Superintendent/CEO and/or his/her designated representative shall meet with the grievant and his/her Association representative. Within five (5) school days of the meeting the Superintendent/CEO or his/her designee shall indicate in writing his/her disposition by completing his/her portion of the Grievance Report Form, Step II, and forwarding it to the grievant. The Association and the immediate supervisor shall be notified of said disposition.

STEP III (BOARD OF EDUCATION)

If the grievant is not satisfied with the disposition made by the Superintendent/CEO or his/her designee, or if no disposition has been made within the above-stated time limits, then the grievant shall complete Grievance Report Form, Step III within seven (7) school days after receiving the disposition of the Superintendent/CEO or his/her designee or after the above-stated time limits have expired, and submit the grievance to the Board by filing a copy with the President of the Board and the Superintendent/CEO or, upon mutual written agreement of the Board and the Association, to arbitration before an impartial arbitrator as hereinafter provided.

If the grievance is submitted to the Board, the Board, at its next regularly-scheduled meeting, shall meet with the grievant, the Association representative, and the Superintendent/CEO and/or his/her designee, to review such grievance in executive session or give such grievances the consideration as it shall deem appropriate. The disposition by the Board shall be made to the grievant by completing Grievance Report Form, Step III, within seven (7) days of the meeting. A notification of such disposition shall be furnished the grievant, the Association, and the immediate supervisor.

STEP IV (ARBITRATION)

If the Association is not satisfied with the disposition of the grievance by the Board, or if no disposition has been made by the Board within the period above provided, or if the Board and the Association have chosen to instead submit the grievance to arbitration, the grievance may be submitted to arbitration before an impartial arbitrator by the Association's completion of Grievance Report Form, Step IV, and filing of same with the Board. If the Association fails to forward to the Board the Grievance Report Form, Step IV, within twenty (20) school days of

receipt by the Association of the Board's disposition, when Step III has been used, then the grievance shall be considered waived.

The parties shall attempt to agree upon an arbitrator within seven (7) school days after receipt of the notice of referral. In the event the parties are unable to agree upon an arbitrator within said seven (7) school day period, the parties shall immediately jointly request the American Arbitration Association to submit a panel of seven (7) arbitrators, unless the parties' representatives agree otherwise. Each party retains the right to reject one panel in its entirety and request that a new panel be limited to members of the National Academy of Arbitrators. Each party will alternately strike one name from the panel with the party requesting arbitration striking the first name. The last person remaining on the list shall be the arbitrator.

The Board and the Association shall not be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party.

More than one grievance may be submitted to the same arbitrator if both parties so agree in writing.

LIMITATION ON AUTHORITY OF THE ARBITRATOR

The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only whether there has been a violation, misinterpretation, or misapplication of the specific provisions, of this Agreement and shall have no authority to make a decision on any specific issue not so submitted or raised. If the arbitrator determines that there has been such a violation, he/she shall have the authority, consistent with the terms of this Agreement, to provide for appropriate relief. The decision of the arbitrator shall be final and binding on the Board, the Association, and the grievant.

ARBITRATION EXPENSES

The fees and expenses of the arbitrator and the cost of a written transcript for the arbitrator shall be divided equally between the Board and the Association; provided, however, that each party shall be responsible for compensating its own representatives and witnesses and purchasing its own copy of the written transcript.

5.9 REPRESENTATION AND WITNESSES

In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

ARTICLE VI

WORKING HOURS

6.1 HOURS

A full time DUEA bargaining unit member is one who works four (4) or more hours per day.

The workday for DUEA bargaining unit members will be between four (4) and eight (8) continuous hours, not including lunch, with the following minimum hours of work per day, unless otherwise specified in this Agreement. These hours may be increased as determined by the District to meet the needs of students:

Elementary	6
Middle School/Early Childhood	6.5
High School/Elementary Library/PIT	7
High School Sign Language Interpreter	7.5
Accompanists (3 choirs or more)	5
Home School Liaisons	8

Hours for Middle and High School Library Paraeducators will be determined by the District yearly based on building need.

Employees working less than four (4) hours per day are not included in the bargaining unit and may be employed by the District as it deems appropriate to meet the needs of students. In the event of a reduction in force under this Agreement, nothing in this Section prevents the Board from honorably dismissing any DUEA bargaining unit member covered by this section; provided, however, the District shall not continue their employment and reduce their hours below the minimums set forth above.

It is understood and agreed that the main purpose of any paid time outside of direct student contact time on any student attendance day is to be used for collaboration, preparation, and maintaining of materials. Part of this time may also be used for bus unloading and loading of students in self-contained programs as well as other individual students where the need has been identified.

Bargaining unit members working in self-contained programs may work an additional 30 minutes per day with pay to perform duties such as cleaning of equipment, assisting with loading and unloading of program buses, and preparing student materials.

6.2 TEMPORARY EMPLOYEE

A temporary employee shall be defined as:

- an employee who is hired from outside the bargaining unit as a replacement for a present employee on an approved leave.

6.3 BREAKS

Each bargaining unit member who works more than four (4) hours shall receive a ten (10) minute break. A second ten (10) minute break will be given to those bargaining unit members who work seven (7) hours. Break time cannot be used at the beginning or the end of the workday without prior building administrator approval.

6.4 LUNCH BREAKS

All employees working more than five and one-half (5 ½) hours per day will be provided with at least a half hour unpaid, duty-free lunch break. Lunch breaks cannot be taken at the beginning or end of the workday without prior building administrator approval.

6.5 ADDITIONAL HOURS

A District approval procedure, developed by the Human Resources Office for additional work hours will be established to allow the building administrator to approve additional hours when needed. The approval procedure is included in this Agreement as Appendix B.

Whenever possible, the District will post to the bargaining unit any appropriate additional hours available either during the school year or during the summer. If the work is deemed essentially similar to bargaining unit work, the employee will receive their regular rate of pay unless funding requirements provide for a different rate of pay which is higher than the regular rate of pay.

6.5.1 Extended School Programs

(A) Definition

Extended school programs are defined as any program(s) of instruction offered by the school district outside of regular school hours or calendar year.

(B) Selection

Summer or extended school positions will be posted for all DUEA bargaining unit members to apply and all applications will be given due consideration.

(C) Notification

Tentative notification of known employment shall be given to paraeducators for summer work no later than May 15.

6.6 SUPERVISION/EXTRA DUTY COMPENSATION

Bargaining Unit members who are offered positions of supervisions and/or extra duties that could not be filled by certified employees shall be compensated at the full rate that would have been paid to the certified employees. Provided, however, that the rate of pay, overtime included, shall not be more than the rate offered to certified employees.

ARTICLE VII

WORKING CONDITIONS

7.1 PAYROLL

7.1.1 Pay Periods

DUEA bargaining unit members will be paid on a Biweekly compensation system. Each pay period will cover two weeks, beginning with a Saturday and ending on a Friday. Compensation for the pay period will be issued on the following Friday by direct deposit or pay card.

7.2 PROFESSIONAL DEVELOPMENT

The Board and the Association agree that a need for continuing professional development opportunities for all bargaining unit members exists and will provide opportunities to this end as planned by the Joint Association/District Professional Development Committee. Professional development shall align to the position descriptions for DUEA bargaining unit members.

The professional development programs will be planned by a Joint Association/District Professional Development Committee composed of four (4) members appointed by the Association and four (4) administrators appointed by the Superintendent/CEO. The administrative representatives will be from the Special Education Department, Early Childhood Department, ELL Department and the Department of Teaching and Learning. Administrative staff and Association members may be invited as relevant to the Professional Development program under consideration by the Committee. Planning meetings scheduled by a supervisor for a specific classification of employees may be held in addition to the Committee meetings held under this Section.

An effort will be made to utilize DUEA bargaining unit members whenever appropriate to present professional growth opportunities. It is understood and agreed that part of PIT responsibilities is to share their specialized training with other members through district orientations and professional development opportunities whenever possible.

DUEA bargaining unit members who present professional growth opportunities that have been approved through the RFP process developed by the joint committee will be paid the teacher (ETA contract) hourly rate or their hourly rate, whichever is greater if outside their normal workday, as well as for the approved planning time. The planning time and the presentation time allotted must be pre-approved by the joint committee. The maximum time allowed for planning any one activity will be six hours. Anything above the six hours must be pre-approved by the joint committee.

7.2.1 Orientation

The District, with input from the Association, will conduct an orientation session(s) for all newly employed bargaining unit members. The purpose of the orientation(s) is to acquaint each new employee with the relevant policies and

procedures of the District. The orientation(s) will also include matters relevant to the employee's department and/or assignment. Such orientation(s) will be mandatory for each new employee and will be held during the employee's normal work schedule.

7.3 OPENING DAY INSTITUTES

Elementary library paraeducators will attend the opening day institutes with pay, for the purposes of attending the informational meetings, meeting with teachers and administrators, and/or readying materials for the opening of school. Sign language interpreters shall work one of the Opening Day Institutes as designated by the District. All other bargaining unit members will attend an appropriate 3-hour segment of the opening day institutes as designated by their supervisor. All other bargaining unit members may also voluntarily attend other appropriate portions of the opening day institutes and receive up to three (3) hours of compensatory time as long as prior arrangements have been made with, and approval given by, the appropriate supervisor.

7.4 SUBSTITUTES

7.4.1 Teacher Absences

A paraeducator may inform Human Resources that they have appropriate credentials that qualify them to act as a substitute teacher, except in the case of self-contained programs. No member working in a self-contained program will be asked to substitute, unless a substitute has been secured to cover their assignment.

For single period and partial day teacher absences, the members will receive the same substitute rate as a certified teacher. A process will be developed jointly between administration and DUEA as to how to report coverage.

7.4.2 Bargaining Unit Absences

Whenever a bargaining unit member is absent more than three (3) consecutive school days, the District will attempt to provide a substitute. The provision of substitutes for absences of three (3) or less consecutive days will be addressed in the Guidelines for Administrators for Paraeducator substitutes that will be updated and distributed yearly by the District, after review with the Association at the last regular Labor-Management Committee meeting of the prior school year.

7.5 TRAVEL REIMBURSEMENT

An employee who uses his/her personal vehicle when on school business or when traveling from one work site to another, shall be reimbursed at a rate equivalent to the IRS mileage allowance.

7.6 JOB DESCRIPTIONS

A job description for each bargaining unit position will be maintained by the Human Resources Office and copies provided to the Association. A job description may be reviewed at the request of either the District or the Association.

Employees will receive a copy of the appropriate job description upon being hired, and annually thereafter, from the Administrator responsible for completing the Employee's annual evaluation. Copies will be available on the District's website.

If a job description is significantly changed, prior notification will be made to those affected and a copy provided to them and the Association as soon as is reasonably possible.

7.7 LABOR MANAGEMENT

The Board and the Association agree to use a labor-management concept to discuss issues arising in the bargaining unit during the term of the Agreement. A Labor-Management Committee shall meet on a monthly basis during the school year for the purpose of discussing items of mutual interest between the Employer and the Association. The meeting will be set mutually by the Assistant Superintendent Human Resources and the Association President.

7.8 ADMINISTRATION OF MEDICATION

Under no circumstances will bargaining unit members be required to administer medication to students. This provision does not prohibit the District from adopting requirements and guidelines for self-administration or guidelines for voluntary administration of medication by students nor does it prohibit any school employee from providing emergency assistance to students. Bargaining Unit Members acting within the scope of their employment or under the direction of the District in regard to the administration of medication or the provision of emergency assistance will be indemnified and defended in accordance with the applicable provisions of the Illinois School Code.

7.9 STUDENTS WITH SPECIAL NEEDS

Information on students with special needs and deemed appropriate by the District will be shared on an "as needed" basis with appropriate bargaining unit personnel. Proper use of this information will be a part of the ongoing in-service training for bargaining unit members. Upon request, bargaining unit personnel shall be given training in use of this information.

When an employee assumes a position assisting students with special needs, the employee will be supplied with appropriate equipment, supplies, and training for such, as determined by the District.

During the school year, if the District changes the job requirements of an assignment beyond the capabilities of the bargaining unit member (as determined by the District),

the member may be transferred to another assignment for the balance of the school year without any loss of pay or benefits, and notification will be given to the Association.

7.10 EARLY RELEASE DAYS

Bargaining unit members are expected to work a full day on student “early release” days. These include but are not limited to finals, early release and half-days. The District will strive to offer professional growth programs for affected employees on these days. Members who seek not to work after student release on these days must submit the proper documentation to Human Resources, in which case the employee will not be charged any sick or personal leave time.

7.11 VISITATION

At the member’s request, and approval from the District, any member of the Association may be given time from regular duties, with pay, for the purpose of visiting and observing another classroom or program, in the school, in another school in the district, or in a school outside the district. Such visits and observations shall be for the purpose of improving the members’ job effectiveness and/or report the observations to other members. Members may request time for visitation through the District’s time and attendance system, and such request may be approved by building administration. Visitation will be limited to two member- requested visitations per school year.

7.12 ASSAULT AND BATTERY UPON A MEMBER; LEGAL IMPLICATIONS AND WORK TIME LOST

Assault¹ has the legal definition as specified by the Illinois Criminal Code, the most recent version at the time of ratification is from 2012, 720 ILCS 5/ *et seq.* Battery² has the legal definition as specified by the Illinois Criminal Code, the most recent version at the time of ratification is from 2012, 720 ILCS 5/ *et seq.* The employee has a right to file a police report if they believe that they are a victim of an assault or battery occurring during the school day.

In the event of an assault or battery on a member in connection with their work, the Board shall render reasonable assistance to the member. Any portion of a single work day lost to the member as a result of personal injury due to an assault or battery in connection with the member’s work, or the loss of any portion of a subsequent work day(s) due to documented medical need or responding to a subpoena to appear as a witness in connection with such assault or battery, shall result in no loss of wages to the member and shall not be charged to the member’s sick leave. This Article shall not be read to add to, minimize or change a bargaining unit member’s use or rights in connection with temporary disability or worker compensation laws.

¹ Assault is committed when a person knowingly acts in a way that creates a reasonable fear of battery.
² Battery is committed when a person causes bodily harm to an individual or makes physical contact of an insulting or provoking nature with an individual.

**ARTICLE VIII
EMPLOYMENT PROCEDURES**

8.1 EMPLOYMENT

The employment of all bargaining unit members shall be made with the advice and approval of the Superintendent/CEO as executed by the Human Resources Office. Home School Liaisons must pass all required skill tests for the position before being hired.

8.2 APPLICATION PROCEDURES

Application for employment will be made online through the District website.

At the time of employment, each employee will be expected to furnish the following:

1. Two (2) forms of identification; ex. Driver's license and social security card.
2. Evidence of a physical examination within thirty (30) days after the start date. Failure to provide evidence of the examination will result in the suspension of the employee without pay pending the submission of proof of physical examination.
3. State of Illinois licensure for all positions as required by law or State Regulations.

All permanent records for each employee will be accessible in the Human Resources Office.

8.3 CREDIT FOR PREVIOUS EXPERIENCE

Any bargaining unit member re-employed by the District shall receive full credit for their prior service in the District.

For any newly employed bargaining unit member who has up to and including eight (8) years of previous years of experience from another public school district(s), their rate of pay will be determined by the pay design outlined in Article 13.1 with members receiving a rate that is calculated by providing one half step for every year of experience, rounding up, from another public school district(s). For example, a paraeducator with five (5) years of experience at another district would be placed on step 3; a paraeducator with four (4) years of experience at another district would be placed on step 2.

For any newly employed bargaining unit member with more than eight (8) years of previous experience from another public school district(s), their rate of pay will be determined by the pay design outlined in Article 13.1 with members receiving a rate that is calculated by treating the eight (8) first years of experience as described in this Section and then by providing one quarter step for every year of experience over eight (8), rounding up at one half or more, from another public school district(s). For example, a paraeducator with ten (10) years of experience at another district will be placed on step 5; a paraeducator with nine (9) years of experience at another district would be placed on step 4.

If a returning bargaining unit member also has previous years of experience from another public school district(s), their rate of pay will be determined by the pay design

outlined in Article 13.1, that combines their previous in-district experience and the half step for every year of experience up to 8 years of previous experience, rounding up, from another public school district(s). For example, a paraeducator with 5 years of experience in School District U-46 and 4 years of experience at another district would first be placed on the step they were on when they left employment, plus the same credit described in paragraph 1 above.

8.4 PROBATIONARY PERIOD

All new personnel must satisfactorily complete a ninety (90) workday probationary period. Benefits shall take effect immediately upon employment.

Any bargaining unit member who accepts a position that changes their job classification, as set forth in Article XIII, must satisfactorily complete a ninety (90) workday “new position” probation.

All probationary employees shall receive a forty-five (45) day midpoint evaluation. After forty-five (45) days of the probationary period has elapsed, any probationary employee may apply for another position within the District if the probationary employee has received a “proficient” or higher on his/her midpoint evaluation.

8.5 EVALUATIONS

The purpose of evaluations is to identify the employee’s performance and to encourage professional growth during the year. All bargaining unit members will meet with their immediate supervisor to review the evaluation process, review job responsibilities and align job expectations prior to November 1. During the first year of employment, the administrator must complete the evaluation form twice during the probationary period. The first evaluation will be completed by the forty-fifth (45th) workday of the probationary period, and the second evaluation will be completed by the ninetieth (90th) workday. In subsequent years, the evaluation forms must be completed at least annually by May 1. (If the probationary period extends into the following school year but before January 1, another evaluation must be completed by March 15.) A live link and description of where to find evaluation documents can be found in Appendix C. Once developed the evaluation review process will be added to Appendix C.

Input from the teaching staff may be requested by the administrator responsible for completing the Employee’s annual evaluation, when appropriate. The administrator will document performance including areas needing improvement and will indicate steps necessary for improvement on the evaluation form. One copy of the evaluation document is to be given to the employee and one copy will be sent to the Human Resources Office. The copies may be provided electronically.

The evaluation form will provide space for any comments by the employee being evaluated. Such comments must be put on the form within five (5) school days of the date the employee receives the form as completed by the administrator. The employee’s comments will become a permanent part of the evaluation.

Evaluation forms will be maintained by Human Resources.

8.6 DISCIPLINE – DISCHARGE

8.6.1 Standard to be Applied

The Board will not discipline or discharge any non-probationary employee without just cause and will use a progressive discipline procedure.

8.6.2 Notification

The Board will notify the Association in writing that an employee has been disciplined or discharged. Such notification will occur within forty-eight (48) hours.

8.6.3 Representation

An employee may have an Association representative at any meeting he/she has with the administration when the employee is being reprimanded, formally warned, disciplined, or dismissed, excluding informal criticisms or suggestions for improvement. The Association representative may be anyone selected by the Association.

8.6.4 Administrative Incidents & Complaints

Administrative incidents involving a DUEA bargaining unit member and complaints about a DUEA bargaining unit member from a parent, student, or other individual shall be made known to such member in writing and/or via electronic mail, including the name of the complainant, if available, and the nature of the complaint, before any action based upon such complaint is taken against the member.

The administration shall conduct a thorough investigation to determine if there is a reasonable basis for any action to be taken and/or before any reference pertaining to such complaint is placed in the member's personnel file. The District shall complete an investigation and notify the member of its decision within twenty (20) school days of providing the member proper written and/or electronic mail notice of the administrative incident or complaint. When there is a concurrent investigation by a non-district agency, the member involved will be notified of said fact and the requirement for notification within twenty (20) school days shall not apply. In the event such an investigation by a non-district agency is ongoing, the member involved will be notified of said fact and the requirement for notification by the district shall be five (5) school days from the notification of completion of said investigation or within twenty (20) school days whichever is greater.

8.6.5 Association Representatives Visiting Schools

Consistent with Section 2.10 of this Agreement, the Association President or designee shall be allowed to visit schools to investigate working conditions, member complaints, problems, or for other purposes, relating to Association affairs, provided that the individual makes their presence known to the proper official upon entering the building.

8.7 RETIREMENT AND SOCIAL SECURITY

All bargaining unit employees working in a position requiring six hundred (600) or more hours per year must participate in the Illinois Municipal Retirement Fund (IMRF) and the Social Security program.

8.8 RESIGNATIONS

When an employee resigns, the following procedures will be applied:

1. The employee shall notify the immediate supervisor in writing at least two (2) weeks in advance of the resignation date.
2. The District shall notify the Association upon receipt of the resignation.

8.9 RETIREMENT INCENTIVE

The following retirement program shall be available to eligible bargaining unit members hired prior to January 1, 2021:

- 1) A bargaining unit member will be eligible for this program if he/she is 55 years of age and has 15 years of service credit in the District and is eligible to retire under the provisions of the Illinois Municipal Retirement Fund.
- 2) To be eligible for participation, the employee must apply at least six (6) months prior to retirement. Notice greater than twelve (12) months or beyond the term of this Agreement will not be accepted.
- 3) A one-time bonus will be paid over the last four (4) months of employment. The bonus will be in an amount that is sufficient to increase the employee's IMRF reported earnings in the final twelve months of employment by exactly 6% over the employee's IMRF reported earnings in the immediately preceding twelve (12) months, so long as such amount does not cause the Board to be subject to accelerated payments to IMRF under Section 7-172(k) of the Illinois Pension Code or other applicable law.
- 4) The District will extend single health insurance and pay 50% of the current single rate, up to a maximum of \$4,000 per year, towards single rate coverage until the retiree reaches the age of Medicare eligibility or has received this benefit for 60 months, whichever comes first. The remainder of the individual cost and any family coverage cost would be the responsibility of the retiree. Any subsequent increase in the individual cost and/or cost of family coverage would be paid by the retiree.
- 5) The employee may revoke his/her election to retire in the case of death or total disability of the spouse, or for a major life change as deemed acceptable by Human Resources. An employee who revokes his/her election to retire must repay all monies paid as an incentive.

ARTICLE IX

VACANCIES

9.1 VACANCIES

Whenever a vacancy occurs, information concerning the existing vacancies will be provided by the Human Resources Office and posted on the district website.

All non-probationary bargaining unit members who apply for a vacancy will be granted an interview provided the applicant has passed all required skill tests for the position and apply as an internal candidate within five calendar days of the initial posting. The qualifications will be clearly listed on the job posting and will be consistent with the current job description. All postings will clearly state benefit eligibility and minimum starting salary. All bargaining unit members who interview will be notified in writing of the final disposition of the vacancy by the Department of Human Resources. If requested by the member, specific reasons will be provided.

For vacancies posted before November 1 of each school year, qualified bargaining unit applicants will be awarded the positions before non-bargaining unit applicants are considered – qualifications will be determined by the District. When the Human Resources Department determines that non-bargaining unit applicants need to be considered, the Association will be notified before those interviews begin.

For vacancies posted beginning November 1 of each school year, the District may consider, interview and award positions to bargaining unit and non-bargaining unit applicants as the District determines best meets the needs of the students to be served, except with respect to the following positions:

1. The position has been held by a bargaining unit applicant in the previous twelve (12) months.
2. The position posted is a promotional position and/or provides an increase in hours for the applicant.
3. The position posted is for an elementary library paraeducator.

For the above excepted positions, the pre-November 1 posting consideration and interview requirements shall apply.

The successful bargaining unit applicant will assume the new position, if possible, on the later of the effective date of the vacancy as stated on the job posting or the date the applicant accepts the position.

9.2 SENIORITY

9.2.1 Determination of Seniority

Seniority shall be defined as the length of continuous full-time service in the bargaining unit and will apply irrespective of intervening transfers from one position to another. In the event two (2) or more employees possess the same length of continuous service, the highest experience placement on the salary

schedule shall be used. If two (2) or more employees still have the same seniority, then previous experience full-time employment with the district shall be used. If two or more employees still have the same seniority, then the tie(s) in length of service shall be resolved by lot. Leaves of absence, as stated in Article X, shall not generate additional seniority nor break the continuous service record of any employee. The following shall not impact seniority:

- 10.1 Sick Days
- 10.2 Personal Days
- 10.3 Jury Duty
- 10.5 Professional Meetings
- 10.9 Family and Medical Leave Act (FMLA)
- 10.10 Association Leave
- 10.11 Bereavement Leave

A separate seniority list shall be maintained for each of the following DUEA classifications:

- General Education paraeducators (including ELL, grant funded and secondary library paraeducators)
- Special Education paraeducators (including ELL)
- Special Education Special Skills paraeducators (including ELL)
- Elementary Library paraeducators
- Early Childhood paraeducators (including Special Education and ELL)
- Home School Liaisons
- Sign Language Interpreters
- Accompanists

9.2.2 Termination of Seniority

Seniority and the employment relationship shall end when an employee:

- (a) resigns;
- (b) is terminated pursuant to the terms of this Agreement;
- (c) fails to report to work within five (5) working days of receiving notice of recall following layoff or up to twelve (12) working days if verified by the Human Resources Office that such time is required by other employment;
- (d) does not report for work following an authorized leave of absence, unless the employee is able to justify to the satisfaction of the supervisor that such absence is due to extenuating circumstances beyond his/her control;

- (e) remains on layoff in excess of the recall period as specified in Section 9.4.6 of this Agreement;
- (f) retires; or
- (g) is absent for three (3) consecutive working days without notifying his/her immediate supervisor, unless he/she is able to justify the absence to the satisfaction of the supervisor showing the absence was due to extenuating circumstances beyond his/her control.

9.3 TRANSFER/REASSIGNMENT

DUEA assignments will be reviewed annually by a Transfer/Reassignment Committee of DUEA and administration and transfer/reassignments will occur where necessary.

9.3.1 Reassignments

Reassignments occur as the needs of the District change. A paraeducator is assigned to a program or an identified group of students, not a building or a teacher.

In an attempt to clarify reassignment, these examples are provided:

1. Non-RIFed general education classroom paraeducators are placed according to the guidelines currently in the Elgin Agreement.
2. General Education Classroom and Bilingual assignments depend on the number of students in a class. A reassignment may occur if the number of students in a classroom drops below the recommended staffing levels.
3. Special Education paraeducator assignments depend on the needs of students.
4. Home School Liaisons are assigned according to the needs of the building and the Bilingual Department.
5. Beginning November 1, a bargaining unit member seeking a transfer to a lateral or lower paid position will be subject to the guidelines established in Section 9.1.

9.3.2 Voluntary Transfer

During the school year, requests for a transfer can be made by submitting an online request to fill a vacancy which is posted and processed in accordance with Section 9.1

Requests for a transfer for the following school year must be made by notifying the Human Resources Office in writing by April 1.

Any employee in a lifting and toileting position may request to voluntarily transfer to a non-lifting and toileting position by following the above procedure. For such a request to be considered, any recall list applicable to the requested position must be exhausted.

9.3.3 Involuntary Transfers

Whenever possible, the employees will maintain their work assignment. The Association will be notified of all involuntary transfers. If such a transfer occurs, the District will provide arrangements for the transition and necessary training.

9.4 REDUCTION IN FORCE

PROCEDURE

If for any reason the Board acts to decrease the number of employees, the employees shall be removed with the following procedure:

9.4.1 Notice

In the event of a reduction in force, the Association shall be given notice of such reduction in force whenever possible ninety (90) days prior to, but in no event less than sixty (60) days before the end of the school term, and in accordance with applicable state law.

9.4.2 Method of Layoff

After proper notification as specified in Section 9.4.1, the employee with the least seniority within the respective classification of position as set forth in Section 9.2.1, shall be dismissed first.

Whenever possible, the Board shall lay off part-time employees before laying off any full-time employees.

9.4.3 Seniority List

The District shall maintain and provide to the Association by February 1 of each year, seniority lists as specified in Section 9.2, and in accordance with applicable state law.

9.4.4 Recall

If the Board has any vacancies for the following school term or within one calendar year from the beginning of the following school term, the positions thereby becoming available within a specific classification shall be tendered to the employees so laid off from that classification with the most senior employee being recalled first.

At the time an employee is given formal notice of layoff, the District shall also give the employee notice of the recall procedures which shall be done in consultation with the Association. When the employee signs to acknowledge receipt of the layoff notice, the employee shall provide the employee's contact information as specified in the notice of the Recall Procedures. It is the employee's responsibility to update their employee contact information in the HRIS self-service online system. During the summer, updated contact information must be provided by email or telephone as set forth in the Recall Procedures. Before the school term ends in the spring and after work resumes for the next school term, updated contact information must be provided only as set forth in the Recall Procedures.

Employees who refuse a full-time position in their classification will forfeit their recall rights and seniority. Employees may accept a part-time position while waiting for a full-time position without losing seniority. If, however, a full-time position becomes available, it will be assigned by the District according to seniority in lieu of the part-time position previously accepted. An employee in a part-time position who refuses such a full-time position will lose his/her seniority but will remain in the part-time position for the rest of the school year.

Any member being recalled may choose not to return to a non-traditional school calendar or workday without being dropped from the recall list.

9.4.5 Recall Benefits

An employee who is laid off shall be paid all earned compensation on or before the third business day following his/her last day of employment. All medical, dental and life insurance coverage for laid off non-probationary employees will continue to be paid by the District until the start of the following school term. Thereafter, the employee may continue the same coverage by paying the monthly group rate premium subject to the conditions of COBRA.

9.4.6 Reduction in Force Committee

A joint committee of the Association and the District Administration will conduct further study of the reduction in force language of this Agreement. Such study will include, but will not be limited to, determining the feasibility of altering the method of recall to reflect that recall will be by bargaining unit seniority with the most senior employee recalled first as long as the employee is qualified to fill the position or has made official notice of willingness to fill such a position. The joint committee will establish the criteria for "qualified" and "willingness to fill a position" and communicate these criteria to the bargaining unit. If the criteria cannot be satisfactorily agreed upon, the recall language in Section 9.4.4 shall be enforced.

ARTICLE X

LEAVES OF ABSENCE

10.1 SICK DAYS

Each full-time employee, as defined in Section 6.1 of this Agreement, will receive ten (10) sick days per year. Unused sick days will accumulate from year to year without limit. New employees who begin their employment during the course of the year will receive sick days on a pro-rated basis. Sick days shall be interpreted to mean personal illness or injury, quarantine at home, serious illness, or death in the immediate family or household after any bereavement days have been exhausted, or birth, adoption, or placement for adoption, as provided for in Section 24-6 of the Illinois School Code. Sick days may be used for appointments with licensed health care professional(s).

Utilization of sick days must be reported to the employee's immediate supervisor and entered into the absence management system. Notification of any absence should be prior to the absence or as soon as reasonably possible.

Upon separation of employment from the District, any unused sick days will be reported to the Illinois Municipal Retirement Fund (IMRF).

10.2 PERSONAL DAYS

All bargaining unit members will receive two (2) personal leave days per year. Requests for a personal day must be made to the immediate supervisor twenty-four (24) hours in advance, except in cases of emergency. A personal day may be used for any purpose, provided any personal day that is used adjacent to a holiday or extended period including spring and winter breaks, shall be requested in writing to the Human Resources Department with a statement of supporting reasons for pre-approval. Unused personal days will be added to individual sick day accruals at the end of the fiscal year.

10.3 JURY DUTY

An employee summoned for jury duty shall be excused from his/her regularly assigned duties. The employee will receive his/her regular pay for the period of jury duty except that any money received for travel allowance may be retained by the employee. The per diem pay for service as a juror must be turned into the Human Resources Office as soon as received. All benefits of the employee will continue while on jury duty. The per diem allowance will be deducted from the employee's salary if the allowance is not reimbursed to the District.

10.4 MATERNITY LEAVE

10.4.1 Purpose

The Board shall grant a maternity leave, without pay, to non-probationary employees for not more than two (2) semesters.

10.4.2 Application Procedure

The employee shall notify her supervisor of her desire for the maternity leave at the earliest possible time. Timing of the leave shall be cooperatively worked out with the supervisor and should coincide, if possible, with appropriate instructional periods and sequences, and the ability of the employee to properly perform required duties.

Use of sick leave days immediately before a maternity leave shall only be permitted where the employee is physically/medically unable to perform her duties as an employee. All time that an employee is on maternity leave shall not be paid.

10.4.3 Insurance Availability

The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

10.4.4 Return from Leave

The employee shall submit written confirmation of her intent to return from leave at least sixty (60) calendar days prior to the end of the leave. Such requirement may be waived by the Human Resources Office.

An employee returning from maternity leave shall be returned to her former position if it still exists, or to a mutually agreed upon position.

10.5 PROFESSIONAL MEETINGS

Employees shall be entitled to attend professional meetings with pay upon approval of the Human Resources Office.

10.6 LEAVE OF ABSENCE – PERSONAL

10.6.1 Purpose

The Board may grant a leave of absence to an employee who has been in the bargaining unit for not less than one year. Such leave shall be for not less than one semester and not more than two (2) semesters.

Personal leaves of absence shall not be granted to employees to enable them to accept employment elsewhere.

10.6.2 Application Procedure

Requests for personal leaves of absence must be in writing and submitted to the Human Resources Office.

10.6.3 Insurance Availability

The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence but will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

10.6.4 Return from Leave

The employee shall submit written confirmation of his/her intent to return from leave sixty (60) days prior to the end of the leave. Such requirement may be waived by the Human Resources Office.

As a condition of such a leave being granted, the employee may be required to waive all rights to immediate reinstatement in his/her position upon termination of the leave and to retain only the right to be appointed to the first vacancy in the classification in which he/she has been employed.

10.7 LEAVE OF ABSENCE – MEDICAL

10.7.1 Purpose

A leave of absence without pay for up to two (2) semesters following the exhaustion of an employee's sick leave days will be granted for temporary disability. Disability means the employee's inability, by reason of any medically determinable physical or mental impairment due to injury or sickness, to perform his/her duties as an employee. This section excludes leave for Workers Compensation injuries or Workers Compensation leave for mental impairment cases.

10.7.2 Application Procedure

Applications with a supporting doctor's statement are to be submitted to the Human Resources Office.

10.7.3 Insurance Availability

The employee will be given the opportunity to continue insurance coverage as set forth in this Agreement during the leave of absence but

will be required to pay all premiums connected with this coverage. All premiums must be paid in advance of the month due.

10.7.4 Return from Leave

The employee shall submit written confirmation of his/her intent to return from leave no less than sixty (60) calendar days prior to the end of the leave. A doctor's release will be required. Such time requirement may be waived by the Human Resources Office. Upon return, the employee shall be returned to his/her former position, seniority permitting, if the position still exists or to a mutually agreed upon position.

10.8 ADOPTIVE LEAVE

10.8.1 Purpose

Any non-probationary employee shall be permitted a leave of absence without pay to adopt a child.

10.8.2 Application Procedure

In applying for adoptive leave, the employee shall notify Human Resources in writing as soon as possible after filing an application for adoption of a child.

10.8.3 Length of Leave

Adoptive leave shall commence when the child is physically turned over to the employee or on a date reasonably in advance of such placement of the child as may be agreed by the district and the employee.

An adoptive leave shall be granted by semester for up to two semesters from the beginning of the leave. An employee may request that such leave terminate earlier than as requested.

10.8.4 Return from Leave

An employee returning from adoptive leave shall be returned to a position in the category or placed on the seniority list as if he/she had not left the original positions.

Upon returning, the employee will be reinstated to the hourly rate to which he/she would have been eligible prior to commencement of his/her leave.

10.8.5 Insurance Availability

The employee will be given an opportunity to continue insurance coverage in the insurance program during adoption leave but will be required to pay

all premiums connected with this coverage. All premiums must be paid in advance of the month due.

10.9 FAMILY AND MEDICAL LEAVE/VICTIMS ECONOMIC SECURITY AND SAFETY ACT LEAVE

Employees shall have all rights accorded by the Family Medical Leave Act (FMLA), the Victims Economic Security and Safety Act (VESSA), and State law, and nothing in this Agreement shall be interpreted in a manner inconsistent with the provisions of either FMLA, VESSA, the School Code, or relevant implementing regulations.

Procedures for leave, intermittent or reduced leave, notice requirements, medical certification, effect on benefits, job protection, and forms to be submitted shall be according to District Policy. A member may elect to use accrued paid leave for all or any portion of leave taken under this section.

10.10 ASSOCIATION LEAVE

The Association will be allowed to use up to fifteen (15) leave days per year. The Association President shall authorize to Human Resources the names of those persons to be granted such leave. If the number of days needed within a twelve month period exceeds fifteen (15), the Association President will notify Human Resources, and the Association will reimburse to the District the cost of the substitute(s) for the person(s) taking such additional leave, but in no case at a higher rate than the actual rate for that person(s).

The Association shall also have available up to three (3) leave days for the sole purpose of supplying to IEA Region 63 leave days for the exclusive use by the Region for matters approved by the District, if such an arrangement can be found to be acceptable to the District and to the member locals of Region 63.

10.11 BEREAVEMENT LEAVE

Each bargaining unit member shall be granted annually three (3) paid days of bereavement leave in the event of a death in the immediate family. The immediate family shall be defined as parent, spouse, siblings, children, grandparents, grandchildren, parents-in-law, siblings-in-law, stepfamily of the foregoing relatives, those over whom the employee has legal guardianship, and members of the employee's immediate household. Bereavement days shall not accumulate year-to-year. If additional days are necessary, unused sick days may be used.

10.12 PROFESSIONAL IMPROVEMENT LEAVE

An unpaid leave of absence may be granted, at the District's discretion, for up to two academic years for the purpose of engaging in an accredited institution of higher learning. Such study must be in the area of education or a related area as deemed appropriate by the District. The individual granted the unpaid leave shall be entitled only to an available position in the bargaining unit at the District's discretion upon return. If the member fails to return on the agreed upon date, the member shall be deemed to

have resigned. District paid insurance contributions shall not continue during the period of absence.

ARTICLE XI

CALENDAR

11.1 WORK YEAR

The work year for all DUEA bargaining unit members will be as follows:

Elementary Library Paraeducators, Sign Language Interpreters, PIT and Home School Liaisons – student attendance days plus ten days, two (2) of which will be mandatory in-district professional development.

All Other Paraeducators – student attendance days plus three (3) mandatory in-district professional development days when students are not in session are to complete state, regional, or district required training and participate in the offerings created by the Joint Association/District Professional Development Committee. Members will be required to attend professional development opportunities on the designated days. Attendees will be required to sign or punch in and will be required to punch and/or sign out.

All new hires and hires from the previous year will be required to attend, as their first mandatory day, a three (3) hour professional development to provide an overview of the job requirements and provide necessary training which will be agreed upon as noted in Section 7.2. The remainder of this day will be used to complete state, regional or district required trainings. The work year for all DUEA bargaining unit members will be dictated by the Board approved calendar.

If a DUEA bargaining unit member is not in attendance on a mandatory professional development day, they may not use a sick day or any other benefit time to be compensated. The absence will be unpaid.

Any bargaining unit member who works beyond his/her prescribed work year shall be paid his/her regular rate of pay. Overtime will not be permitted when participating in any professional development activities or required compliance training.

11.2 HOLIDAYS

The following holidays will be paid holidays for full-time non-probationary employees:

Labor Day	New Year's Day
Columbus Day	Martin Luther King Jr. Day*
Veteran's Day*	February Holiday**
Thanksgiving Day	Spring Holiday***
Friday following Thanksgiving	
Christmas Eve Day	
Christmas Day	

An employee absent the day before or the day after a holiday will not receive pay for the holiday unless approved in writing by the Human Resources Office.

- * Veteran's Day may be a scheduled workday as determined by the Board of Education. If Veteran's Day is a workday for employees, then employees will be paid for Martin Luther King Jr. Day.
- ** This day will be announced annually by the Board of Education as either Lincoln's Birthday or President's Day.
- *** This day will be announced annually by the Board of Education.

ARTICLE XII

INSURANCE

12.1 HEALTH INSURANCE PLAN

Eligibility. All members of the bargaining unit that are regularly scheduled to work at least 30 hours per week may choose to be included in any of the health insurance and dental program underwritten by the Board as per the District's eligibility protocols. Any members of the bargaining unit that are regularly scheduled to work a minimum of 20 hours through 29 hours per week may choose to be included in any of the health insurance and dental programs underwritten by the District as per the District's eligibility protocols, except that the member will be responsible for the cost of their own health insurance on a prorated basis.

Health Care Committee. Each eligible employee will be able to choose from the available plans offered by the Board as outlined above. The Board and the DUEA understand that plan design and the monitoring of the comprehensive health care benefits program will be the responsibility of the District Health Care Committee of which the Union is a charter member. As outlined in the Health Care Committee Charter, there shall be a standing committee known as the District Health Care Committee, comprised of five administrative members, five ETA members, five Region 63 support staff members, with authority and responsibilities as described in this Charter. The Committee is established to monitor, advise, evaluate, and make recommendations, including changes, concerning the Health Care Plan to the Board of Education. The District Health Care Committee will see that appeal procedures are in place with providers for matters of the plan and benefit interpretation and, therefore, such matters will not be subject to the grievance procedure contained in this Agreement.

Employee Contribution. The contribution for employees for single, employee + spouse, employee + dependent children, or employee + spouse + dependent children (family) coverage will be 15% of the rate established in the applicable calendar year by an independent actuary selected by the Board after consultation with the District Health Insurance Committee for calendar year.

Retirement. Members of the bargaining unit who are eligible under IMRF requirements to receive retirement benefits will be eligible during their retirement to participate in the District's medical insurance program but will be required to pay all premiums connected

with this coverage. All premiums must be paid in advance of the month due. This option will only be available until the retiree is eligible for Medicare.

12.2 LIFE INSURANCE

The Board shall provide life insurance protection which shall pay to the designated beneficiary the sum of \$40,000 upon the death of the employee. The Board will select the carrier and the insurance program to be installed.

12.3 LIABILITY INSURANCE

The Board shall provide liability insurance as required under the law of the State.

12.4 DENTAL INSURANCE

The Board shall provide each employee who qualifies for the health insurance plan pursuant to Section 12.1, with single coverage dental insurance. The Board shall provide payroll deductions for those employees who desire family coverage.

An employee is not required to participate in the health insurance plan to receive dental insurance.

12.5 FLEXIBLE SPENDING ACCOUNT

In accordance with federal law and regulations, the district shall make available to each employee a dependent care flexible account and a health care flexible spending account. These accounts shall be funded solely through salary reduction contributions made by the employee to cover eligible expenses which the employee may incur. However, an employee who elects a medical program option which also provides a Health Savings Account may not elect to have a health care flexible spending account. The maximum contribution to the health care spending account shall be in accordance with federal law and regulations. However, an employee's contribution to his/her health care spending account shall be reduced or eliminated if said contribution will cause a tax to be imposed on the District pursuant to section 49801 of the Internal Revenue Code of 1986, as amended, or if federal law reduces the amount allowed to be contributed. The current and future maximum contribution to the dependent care spending account shall be in accordance with federal law and regulations.

12.6 EMPLOYEE ASSISTANCE PROGRAM

All bargaining unit members will have access to an Employee Assistance Program (EAP), the design of which will be determined by the District Insurance Committee of which the Association is a charter member.

12.7 LONG-TERM DISABILITY

The District will provide each bargaining unit member a long-term disability plan with plan details and premium costs available to each member through Human Resources. Any necessary premiums will be paid by the member.

ARTICLE XIII

COMPENSATION

13.1 DUEA SALARY INCREASES FY23-FY25:

For FY23, All bargaining unit members, except Sign Language Interpreters and Accompanists, will move into the new pay design at their current step and move down one (1) step.³ Appendix D is incorporated by reference. All members on the schedule will receive the indicated percentage increase on the base. All members who remain on Step 11, will receive the percentage increase on the base and a \$2,000 off schedule stipend.

For FY24, all members on the schedule will receive a step increase along with the indicated percentage increase on the base. All members who remain on Step 11, will receive the percentage increase on the base and a \$2,500 off schedule stipend.

For FY25, the base rate will increase using CPI with a floor of 2.75% and a ceiling of 5%. All members on the schedule will receive a step increase along with the CPI percentage increase to the base. All members who remain on Step 11, will receive the CPI percentage increase and a \$2,500 off schedule stipend.

The base salary for all classifications, except Sign Language Interpreters and Accompanists, for FY23 will be increased by 5.40% as follows:

A. \$16.00 B. \$16.72 C. \$17.56

The base salary for all classifications, except Sign Language Interpreters and Accompanists, for FY24 will be increased by 4% as follows:

A. \$16.64 B. \$17.39 C. \$18.26

The base salary for all classifications, except Sign Language Interpreters and Accompanists, for FY25 will be increased by CPI with a floor of 2.75% and a ceiling of 5%, based on prior December CPI.

The base salary for Sign Language Interpreters for FY23 will be increased by 3% as follows:

A:	EIPA ⁴ of 3.0 – 3.4	\$21.57
B:	EIPA of 3.5 – 3.9	\$22.65
C:	EIPA of 4.0 or higher, or IL BEI ⁵ all levels, or RID ⁶ Certification all levels	\$23.72

The base salary for Sign Language Interpreters for FY24 and FY25 will be increased by an additional 3% each year beyond the base listed above.

Sign Language Interpreters and Accompanists who return for a subsequent year of employment will receive a 3% increase on their hourly rate for each year of this Agreement.

³ Note: Steps do not equal years of service.

⁴ Educational Interpreter Performance Assessment (“EIPA”)

⁵ Illinois Board for the Evaluation of Interpreters (“IL BEI”)

⁶ Registry of Interpreters for the Deaf (“RID”)

Salary for Accompanists includes daily classroom work and preparation, plus 4 curricular choir concerts and 2 special performances (currently madrigal dinners at EHS and BHS; student recitals at LHS; but generally, will be determined by building choral director). As salaried employees, accompanists are not required to punch in/out on timeclocks. Accompanists will be compensated for additional performances according to the chart attached hereto and incorporated herein as Exhibit E and submitted by the employee via timesheet. If an accompanist provides lessons at a school site to an individual student or a small group before or after school hours the accompanist must rent the space through Plant Operations. Accompanists will no longer be eligible for any additional stipends unless it is defined in this Agreement.

For FY23, the starting salary for a newly hired Accompanist is increased by 3% and based upon the above and 3 or more choir classes as follows:

- Starting Salary for full time Accompanist at South Elgin will be \$21.89 per hour (\$20,471.25 annually).
- Salary for the full time Accompanist at Bartlett and Elgin will be \$29.19 per hour (\$27,295 annually) and at Larkin it will be \$35.25 per hour (\$32,960 annually)

The base salary for Accompanists for FY24 and FY25 will be increased by an additional 3% each year beyond the base listed above.

The District will reimburse employees required to hold the state paraprofessional license the licensing and renewal fee. The employee will be required to submit for reimbursement with the necessary proof that the license was granted or renewed and that the employee paid the required fee, within the previous ninety (90) days. The process for obtaining reimbursement will be shared with eligible employees by Human Resources.

13.2 CHANGING CLASSIFICATIONS

Sign Language Interpreter (SLI): When a SLI changes classifications they will receive a 4.75% increase from the current salary for each upgrade. If a SLI moves to a lower classification their current salary will be reduced by 4.75% for each lower classification, they downgrade.

Para-Educators, Library Para-Educators and Home School Liaisons: When a DUEA bargaining unit member, with the exception of SLI, in one of the three classifications listed below moves from their classification, they will shift to the equivalent step on the agreed Pay Chart in their new classification. This will be applicable to changes that move the bargaining unit member to a higher or lower classification. For employees beyond Step 11 that move from A to B, they will receive a one-time increase of 4.5% on their current salary. When an employee in one of the three categories moves from classification B to C they will receive a one-time increase of 5% on their current salary. For employees beyond Step 11 that move from classification A to C they will receive a one-time increase of 9.5% on their current salary. For employees beyond Step 11 that move from classification C to B, their base salary will decrease by 5% on their current salary, if an employee shifts from a B to A, their salary will be reduced by 4.5% on their current salary and if they shift from classification C to A, their salary will be decreased by 9.5% on their current salary.

DUEA POSITION CLASSIFICATION SCHEDULE

A—

General Ed (including ELL) Paraeducator
Special Ed Paraeducator (including ELL)
Secondary Library Paraeducators

B—

ED/BD Paraeducator
ILP Paraeducator
Special Skills Paraeducator Performing Lifting and Toileting (with exception of EN)
Early Childhood Paraeducator

C—

Elementary Library Paraeducator
EN Paraeducator
Home School Liaison
Intervention (PIT) Paraeducator

ARTICLE XIV

SAVINGS CLAUSE

If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law; provided that in such event all other provisions of this Agreement shall continue in effect.

ARTICLE XV

NO STRIKE - NO LOCK OUT

During the term of this Agreement, neither the Association nor any of the employees covered by this Agreement will instigate or participate in any strike, sympathy strike, picketing which interrupts the operation of the District or any other intentional interruption of the operations of the District. Any or all employees who violate any of the provisions of this Article shall be subject to discipline up to and including discharge.

The Board of Education agrees not to lock out employees for the duration of this agreement.

ARTICLE XVI

WAIVER CLAUSE; DURATION AND TERMINATION CLAUSE


16.1 WAIVER CLAUSE

The Board and the Association, for the life of this Agreement, each voluntarily agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or any subject or matter not specifically referred to or covered in this Agreement.

16.2 DURATION AND TERMINATION

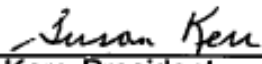
This Agreement shall constitute the Agreement between the parties. This Agreement shall be in effect through August 14, 2025 and shall continue in effect from year to year thereafter unless either party gives written notice of its desire to amend or terminate this Agreement.

District U-46 Educational Assistants

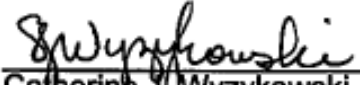


Tina Pizzitola, President
Date: 8/12/22

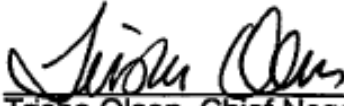
Board of Education District U-46



Sue Kerr, President
Date: 8/15/23



Catherine J. Wyzykowski, Chief Negotiator
Date: 8/12/22



Trisha Olson, Chief Negotiator
Date: 8-15-23

MEMORANDUM OF UNDERSTANDING
Home School Liaisons

It is agreed that DUEA will continue to cooperate in discussions with the District and with DUSA in an effort to assure that the interests of all bargaining unit members and the needs of the District are addressed with regard to the duties and responsibilities of the home school liaisons

APPENDIX A
Grievance Report Form

DISTRICT U-46 EDUCATIONAL ASSOCIATION

Grievance # _____

Distribution of Form:

1. Superintendent
2. Administrative Supervisor
3. Union
4. Employee

Submit to Supervisor in Quadruplicate

Assignment: _____ Name of Grievant: _____ Date Filed: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. Date of Discussion of Grievance with Administrative Supervisor: _____

1. **Article(s) or Section(s) of Agreement Cited:** and all other relevant sections.

2. **When and by what process knowledge of the grievance was gained:**

3. **Statement of Grievance:**

4. **Relief Sought:** and all other remedies deemed appropriate.

Grievant's Signature Date

D. Disposition by Supervisor:

Supervisor's Signature Date

E. Position of Grievant:

Grievant's Signature Date

NOTE: If additional space is necessary for any of the above statements, attach a second document.

APPENDIX B
Additional Hours Approval Procedure

DUEA employees who work additional hours will seek approval of the supervisor in advance of working the additional hours. Approved additional hours will be recorded via the timeclock under the employee's primary position. In those instances where advance approval is not possible, the DUEA employee will seek approval after the work as soon as practicable

APPENDIX C
Evaluation Document and Evaluation Review Process

A Sample of the Evaluation document can be found on Page 47. You can find the evaluation document specific to your job description on the [Staff Intranet](#).

The Evaluation Review Process is in development and will be attached to Appendix C once it is completed.

Performance Evaluation Template Sample



Classified Employee Performance Evaluation Template
**PARAEDUCATOR - GENERAL EDUCATION (INCLUDING ELL,
 CLASS SIZE DIFFERENT FUNDING SOURCES)**
 Human Resources

Employee:	ID#:	Date:
PART A - Job Duties/Accountabilities:		Performance Rating
Performance responsibilities as they appear on the employee's job description. Refer to the descriptors to establish the ratings.	Exceeds Expectations	Proficient
	Needs Improvement	Unsatisfactory
	Not Applicable	KPI's Evidence/Data/Reports
JOB DUTIES / ACCOUNTABILITIES PERFORMANCE MEASURES	(4)	(3)
1. Implement individual or small/whole group instructional lessons or related activity under the supervision of the assigned certified teacher.		
2. Document and report student behavior as directed by the teacher.		
3. Collaborate with the teacher, prepare and maintain materials.		
4. Monitor the loading and unloading of student buses at school and on trips during work hours as assigned.		
5. Escort students within the building, as directed by the classroom teacher.		
6. Attend meetings and staff development activities as assigned, providing observations and reports as requested.		
7. Other duties as assigned.		
	0	0
	0	0
	0	0
Total Essential Functions		0

**APPENDIX D
DUEA SALARY SCHEDULES FY23 AND FY 24**

FY23				FY24			
Percentage on base		5.40%		Percentage on base		4.00%	
	A	B	C		A	B	C
1	16.00	16.72	17.56	1	16.64	17.39	18.26
2	16.73	17.48	18.35	2	17.39	18.18	19.08
3	17.46	18.25	19.16	3	18.14	18.95	19.90
4	18.19	19.01	19.96	4	18.88	19.73	20.72
5	18.92	19.77	20.76	5	19.62	20.51	21.54
6	19.65	20.53	21.56	6	20.37	21.29	22.35
7	20.38	21.30	22.37	7	21.11	22.06	23.16
8	21.11	22.06	23.16	8	21.86	22.84	23.98
9	21.84	22.82	23.96	9	22.60	23.62	24.81
10	22.57	23.59	24.77	10	23.35	24.40	25.62
11	23.30	24.35	25.57	11	24.09	25.17	26.43

Note: Steps do not equal years of service.

FY23 Stipend⁷: \$2,000

FY24 Stipend: \$2,500

The District agrees to the addition of 3rd year, with an increase to base using CPI with a floor of 2.75% and ceiling of 5%, and a stipend amount of \$2,500.

For FY23, 24 and 25, all members on the schedule will receive a step increase along with the indicated percentage increase on the base.

Sign language interpreters and piano accompanists will receive a 3% increase for each year of this agreement. Sign language interpreters and piano accompanists base pay will increase 3% for each year of the agreement.

⁷ On this page, reference to stipend means off-schedule stipend.

**APPENDIX E
ACCOMPANIST EXTRA SERVICE COMPENSATION**

Concert Stipend for additional performances outside of assigned curricular choir concerts	\$125/event (must submit signed time sheet from school and check from school to cover additional cost)
Recording and/or performing for elementary or middle school choirs or other non-curricular music group	\$25/music piece
Musical Accompanist	\$TBD by director/producer
Pit keyboard only	Flat rate at discretion of producer with agreement of accompanist prior to performance (may vary due to show budget)

INDEX

A

Absences17
 Adoptive Leave32
 Advanced Step Filing11
 Application.....20
 Arbitration.....12, 13
 Association Leave33

B

Bargaining Team Members.....9
 Battery.....19
 Bereavement Leave.....33
 Breaks15

C

Calendar34
 Classification Changes38
 Classification Schedule39
 COBRA.....28
 Compensation37

D

Dental Insurance36
 Disability.....31
 Discharge22
 Discipline22
 Discriminate6
 Dues5
 Duration40

E

Early Release Days19
 Early Retirement23
 E-Mail6
 Employee Assistance Program (EAP).....36
 Equipment for Duty6
 Evaluations.....21
 Extended School Year- ESY15
 Extra Duty Compensation15

F

Facilities.....6
 Family Medical Leave Act (FMLA)33
 Flexible Spending Account.....36

G

Grievance10
 Grievance Procedure11

Grievance Withdrawal.....11

H

Health Insurance.....35
 Holidays34
 Home School Liaisons41
 Hours.....14
 Hours, Extra Work15

I

Impasse9
 Insurance35

J

Job Description.....18
 Joint Committee8
 Jury Duty.....29

L

Labor-Management18
 Leaves of Absence29
 Liability Insurance36
 License20, 38
 Life Insurance.....36
 Lock Out39
 Long-Term Disability.....36
 Lunch Breaks15

M

Mail Service6
 Maternity Leave29
 Mediation9
 Medical Leave of Absence31
 Medication, Administration of18

N

Negotiations9
 Non-Discrimination.....6

O

Opening Day Institute17
 Orientation16

P

Pay16
 Pay Period16
 Personal Days.....29
 Personal Leaves of Absence.....30
 Police Report.....19

President’s Release Time	7
Previous Experience Credit.....	20
Probationary Period.....	21
Professional Development	8, 16
Professional Growth.....	16
Professional Improvement Leave.....	33

R

Reassignments.....	26
Recall	27
Reduction in Force	27, 28
Resignation	23
Retirement.....	23

S

Salary	37
Salary Schedule.....	46
Savings Clause	39
Schedule.....	7
Seniority.....	24, 27
Sick Days	29
Strike.....	39
Students with Special Needs	18
Substitute	17

Supervision.....	15
------------------	----

T

Teacher Absences.....	17
Temporary Employee.....	14
Tentative Agreements	9
Transfer	26, 27
Travel Reimbursement	17

V

Vacancies	24
Victims Economic Security and Safety Act (VESSA)	33
Visitation.....	19
Visiting Schools	22

W

Waiver.....	40
Work Day	14
Work Schedule	7
Work Year.....	34
Working Conditions	7
Workload.....	8

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