

AGREEMENT

Between the

Board of Education School District 155,

and

Calumet City School District 155 Paraprofessionals
Southwest Suburban Federation of Teachers
AFT Local 943, IFT/AFL-CIO

2022-2025

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ARTICLE 1

RECOGNITION

- 1.1 The Board of Education, School District #155, Cook County, (hereinafter referred to as the "Board"), recognizes the Calumet City School Council of Paraprofessionals, AFT Local #943, IFT, AFT, AFL-CIO, (hereinafter referred to as the "Union"), as the exclusive bargaining agent for all regularly contracted full-time and part-time aides, and specifically excluding all teachers, other certificated employees, all other non-certificated personnel, and all supervisory employees, confidential employees, managerial employees, and any other employees excluded from unit eligibility under Section 2 of the IELRA.
- 1.2 For purposes of this Agreement, the terms "aides" and "paraprofessionals" are synonymous.

ARTICLE 2

UNION AND PARAPROFESSIONAL RIGHTS

2.1 Non-discrimination

The Board will not discriminate against any paraprofessional on the basis of race, creed, color, national origin, sex, marital status, age, disability, political affiliation, or membership or participation in, or association with the activities of the Southwest Suburban Federation of Teachers AFT Local 943 provided any claim of discrimination hereunder shall not be subject to the arbitration provisions of the grievance procedure of this agreement if the grievant(s) or the Union shall have filed, asserted, or in any manner processed such allegation of discrimination in any judicial, quasi-judicial, administrative or other forum.

The Union agrees to continue to admit persons to membership without discrimination on the basis of race, creed, color, national origin, sex, marital status, age, disability, or political affiliation. The Union also agrees to represent non-union paraprofessionals and will not discriminate against any paraprofessional who is not a member of the Union.

2.2 Bulletin Board and Mailboxes

The Union shall have access to mailboxes and a bulletin board in the teachers' lounge to distribute and post authorized Union literature in all school buildings. No person except a Union designee shall add or remove such material from the bulletin board. The Union shall have the right to use the paraprofessional mailboxes in the school buildings for the distribution of Union materials. As necessary, paraprofessionals assigned to the same classroom may be assigned to a shared mailbox.

2.3 Dues Deduction

In accordance with applicable law, the Board will deduct from the pay of each employee, members of the bargaining unit, the required amount of Union dues provided there is in the possession of the Board a written authorization for dues deduction by the employee. The Union is responsible for providing the Board with a copy of each employee's written authorization. If changes are made to the written authorization for dues deduction form and a new written authorization is executed by an employee, the Union is responsible for providing the Board with a copy of the new written authorization for the employee. The dues payments and the list of members from whose pay the dues have been deducted, along with the amount deducted from each, shall be forwarded to the Union treasurer no later than ten (10) days after such deductions were made.

The Board intends to comply with the terms for dues deduction and revocation of same, to the extent permissible by law. Each employee's written authorization shall continue in effect from year to year unless revoked as set forth in the written authorization signed by the employee or until termination of employment, whichever occurs first. Dues revocations are processed by the Union. In the event that an employee revokes their authorization for dues deduction, the Union shall notify the Superintendent in writing within ten (10) days of notice of the employee's revocation and provide the date upon which dues deduction should cease.

The Board shall deduct said annual union dues from such employee's earnings as directed by the Local 943 Treasurer at the start of each school year. The Local 943 Treasurer shall advise the District in writing of the rate of each dues category, and the number of paychecks from which dues shall be deducted no later than 14 days before the first payroll date in each school year. The amount specified shall be prorated and deducted from the employee's paychecks.

The Board shall commence such deduction beginning with the first payroll period as directed by the Local 943 Treasurer. Employees who authorize such deductions after the start of the school year shall only have deducted from their earnings the installments remaining due for the remainder of the school year, commencing with the first payroll period that begins on or after the receipt of said written authorization. The Union shall refund directly to the Board any monies erroneously deducted and remitted to the Union within ten (10) days of the notice of the erroneous deduction.

The Union shall indemnify, defend, and hold harmless the Board, its members, agents, employees, and representatives from any and all claims, demands, actions, suits or other claims or liability, including reasonable attorneys' fees and reasonable costs of defense that arise out of or by reason of any action taken by the Board for the purpose of complying with this Section.

2.4 Union Meetings

The Union shall have the right to meet on school property before or after school hours or during lunch periods by prior arrangement with the Administration.

2.5. When a new paraprofessional is employed by the school district, their name, job title, worksite location, work phone number, employee identification number (if applicable), date of hire, work email address, home address, any home and personal cell phone numbers on file with the employer, and any personal email address on file with the employer will be given to the Union within 10 calendar days of hire.

2.6 Each paraprofessional shall be given a written job description within the first two weeks of the school year.

- 2.7 The Union President or designee may be granted release time to attend grievance step meetings scheduled with the Administration or grievance arbitration hearings.

ARTICLE 3

WORKING CONDITIONS

3.1 School Year

The school year for paraprofessionals shall consist of one hundred eighty-five (185) days, five (5) of which shall be designated as emergency days, if needed.

3.2 Work Day

A. The work day shall be as follows:

Wilson	8:25 a.m. – 3:10 p.m.
Intermediate	8:15 a.m. – 3:00 p.m.
Junior High	8:15 a.m. – 3:00 p.m.

B. This regularly scheduled workday shall include a duty-free lunch period of not less than thirty (30) minutes per day.

C. On days when there is an early dismissal, paraprofessionals will be released at the time of the dismissal of the students, except on the three (3) School Improvement Days on which they are required to attend meetings. If a paraprofessional is required to remain beyond the workday to supervise students beyond dismissal, the paraprofessional will be compensated at their regular hourly rate of pay.

D. Institute Days shall be full workdays (6 ¾ hours) for paraprofessionals.

E. Except for an exigent circumstance, a twenty-four (24) hour notification in writing shall be given when paraprofessionals are requested to attend meetings which are scheduled to occur beyond the workday.

3.3 Discipline

No paraprofessional shall be suspended or discharged except for cause.

The Board approves of the concept of progressive and corrective discipline when appropriate. Accordingly, the Board recognizes the following progressive disciplinary steps:

1. Oral reprimand;
2. Written reprimand;
3. Suspension with or without pay; and
4. Dismissal.

The Board may bypass one or more of the above progressive disciplinary steps depending on the severity of the paraprofessional's misconduct or record of previous related discipline.

3.4 Professional Development

- A. Paraprofessionals requested by the principal, program advisor or designee to attend a conference or workshop shall receive their regular pay if during the contractual work day and shall be compensated at the paraprofessional's regular hourly rate if outside of their contractual work day. The District shall also pay the cost of the conference or workshop on behalf of the paraprofessional. Paraprofessionals understand that this does not apply to School Improvement Days.
- B. The Board shall provide Professional Development activities for paraprofessionals on the three (3) Scheduled School Improvement days, as selected by the supervisor.
- C. The District will provide the paraprofessionals with a list of the Summer Workshops by the last day of each school year. A paraprofessional may submit a request to the Superintendent or designee to attend Summer Workshops that will assist in the improved execution of their duties. Paraprofessionals may also submit a request to the Superintendent or designee to attend a conference or workshop during the school year. If approved for a Summer Workshop or requested conference/workshop during the school year, the paraprofessional shall be paid at their regular hourly rate for attendance. The District shall also pay the cost of the workshop or conference on behalf of the paraprofessional. Approval is in the sole discretion of the Superintendent or designee and shall not be subject to the Grievance Procedure set forth herein.
- D. The District shall pay the cost for a paraprofessional to obtain an initial substitute license and pay the cost for a paraprofessional to renew their substitute license once every five (5) years.

3.5 Probationary Period

Paraprofessionals shall be employed on a probationary basis until successful completion of a forty-five (45) day period of continuous full-time employment. This probationary period may be extended for an additional forty-five (45) days at the discretion of the appropriate administrator. Probationary paraprofessionals are at-will employees subject to immediate termination for any reason and are not eligible to access to the contractual grievance procedure for any dispute concerning termination. Upon successful completion of the probationary period, the paraprofessional shall be entitled to seniority retroactive to the date the paraprofessional commenced the successfully completed probationary period.

3.6 Parent Teacher Conference Days

Paraprofessionals requested to attend Parent Teacher Conference days shall be compensated their hourly rate of pay for actual hours worked from the scheduled start

time of Parent Teacher Conferences. Paraprofessionals can request to attend Parent Teacher Conferences. If attendance is approved by Administration, the paraprofessional shall be compensated at their regular hourly rate of pay for actual hours worked from the scheduled time of the Parent Teacher Conferences.

3.7 Open House

Paraprofessionals shall attend Open House and shall be compensated their hourly rate of pay for actual hours worked from the scheduled start time of the Open House.

ARTICLE 4

SENIORITY/REDUCTION-IN-FORCE

4.1 Definition

Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority.

- A. Seniority rights and continuous service shall begin from the first day the paraprofessional is paid for his/her duties.
- B. Approved leaves of absence (paid or unpaid) shall not interrupt the consecutive years of continuous service in the District.
- C. Part-time service will be prorated for purposes of determining seniority.

4.2 Equal Seniority

If the District seniority is equal between two or more paraprofessionals as determined above, the date and time that the paraprofessional's application is received shall be the determining factor, subject to approval by the Board of Education.

4.3 Seniority List

By December 15th of each year, the Administration shall furnish the Union with a District seniority list.

4.4 Reduction-in-Force (RIF) Procedures

Paraprofessionals who are terminated because of a decision of the School Board to decrease the number of paraprofessionals employed by the Board or to discontinue some particular type of educational support service shall be reduced in accordance with their seniority. The District will comply with all applicable provisions of the Illinois School Code with respect to notice of reduction in force and with respect of recall rights.

ARTICLE 5

VACANCIES

5.1 Posting of Vacancies

In the event of a vacancy, there shall be a minimum notification of ten (10) school days prior to filling such vacancies. Notice shall be posted through email transmission to the District's staff listserve.

ARTICLE 6

EXTRA-DUTY ASSIGNMENTS

6.1 Extra-Duty Compensation

Extra duty positions may be offered to paraprofessionals. Compensation for extra duty shall be as follows: \$28 per hour for clubs and at the paraprofessional's regular hourly rate of pay for bus duty, after school duty and before school duty. To receive compensation, the paraprofessional performing an extra-duty assignment must submit an extra duty compensation form within two weeks of the last day of the month in which the extra duty was completed.

ARTICLE 7

PERSONNEL FILE

- 7.1 Each paraprofessional shall have the right, upon request, to review the contents of his/her own personnel file within three (3) school days of the request. A representative of the Union may, at the paraprofessional's request, accompany the paraprofessional in this review. Review of the personnel file is subject to the exceptions defined in the Illinois Personnel Records Review Act.

No material concerning a paraprofessional's conduct, service, character, or performance shall be placed in the personnel file unless the paraprofessional has had an opportunity to review the material and affix his/her signature to the actual copy to be filed. It is understood by the parties that a signature only indicates receipt of the document and not agreement. A copy of the document will be provided to the paraprofessional. A paraprofessional may attach a written statement to any material placed in the personnel file.

Two (2) years after the placement of discipline in his/her personnel file, the paraprofessional shall have the right to petition the District's Superintendent to remove said discipline, provided the paraprofessional's personnel record has remained clean during that two-year period. Removal of discipline from a personnel file is in the sole discretion of the Superintendent and shall not be subject to the Grievance Procedure set forth herein.

ARTICLE 8 GRIEVANCE

PROCEDURE

8.1 Definition:

A grievance shall mean a complaint:

- A. That there has been an alleged violation, misinterpretation, or misapplication of any provision of this agreement.
- B. That a paraprofessional has been allegedly treated unfairly or inequitably by virtue of the provisions of this agreement.
- C. As used herein "day" shall mean Monday through Friday except school holidays.

8.2 Statement of Basic Principles:

- A. Every paraprofessional and the Union shall have the right to present grievances in accordance with these procedures.
- B. All discussions shall be kept confidential during procedural stages of a grievance.
- C. A paraprofessional who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.
- D. The Administration has the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
- E. The failure of a paraprofessional or the Union to act within the time limit will act as a bar to any further appeal and an administration's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.
- F. The paraprofessional has a right to be present and to be represented by the Union.
- G. In any instance where the Union is not represented in the grievance procedure, the administrator making the decision will notify the Union in writing of the resolution of the grievance procedure at each level. The Union may appeal any decision which would seem either to violate any terms of the contract or to affect working conditions of the paraprofessional in the bargaining unit.
- H. Meetings, conferences, and hearings held under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, entitled to be present. When such meetings, conferences, and hearings are during school hours, all paraprofessionals whose presence is required shall be excused, with pay, for that purpose.

8.3 Procedure

A. First Stage (Informal)

A paraprofessional with a grievance shall first discuss it with his/her principal, if possible, either directly or through a Union representative, with the object of resolving the matter informally.

B. Second Stage (Formal)

If the grievance cannot be resolved informally, it shall be submitted in writing with the Superintendent or designee within thirty (30) school days after the grievant had knowledge of the alleged violation, misinterpretation or misapplication giving rise to the grievance. A copy of such written grievance shall also be filed with the chairman of the Unions Grievance Committee. Within five (5) school days after such written grievance is filed, the aggrieved, the Union committee and the Superintendent or designee shall meet to seek to resolve the grievance. The Superintendent or designee shall give his decision in writing to the aggrieved and to the Chairman of the Union Grievance Committee within ten (10) school days of this meeting.

C. Third Stage (Arbitration)

If the grievance is not resolved satisfactorily to the Union within five (5) school days of the hearing before the Superintendent (second stage), there shall be available a third step of impartial arbitration. The Union may submit, in writing, a request to enter into such arbitration within ten (10) school days after the decision in formal Stage 2. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days after said notice is given. If the two parties fail to reach agreement on an arbitrator, the Federal Mediation and Conciliation Service (FMCS) shall be requested to provide panel(s) of arbitrators in accordance with its usual procedures. The decision or award of the arbitrator shall be binding on both parties. The expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party to an arbitration proceeding shall be responsible for compensating its own representative and witness. The arbitrator's opinions shall not amend, nullify, ignore, or add to the provisions of this agreement. The arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the arbitrator in writing by the Board and the Union and the arbitrator's decision must be based solely upon the arbitrator's interpretation of the meaning or application of the express relevant language of the agreement.

ARTICLE 9

LEAVE

9.1 Sick Leave

Paraprofessionals shall be granted the following sick days per year based on years of consecutive service with the District:

Consecutive Years of Service	Sick Leave Granted
0-5 years	14
6-13 years	16
14+ years	18

Sick days may be accumulated to a total of not more than 240 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness in the immediate family or household.

The immediate family shall include spouse, parents or persons in loco parentis, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. All absences shall be reported to AESOP or the electronic attendance system utilized by District 155 by 7:00 a.m. or, in the case of emergency, as soon as possible. Absences may be reported before 10:00 p.m. the night prior to an absence.

A paraprofessional may transfer a maximum of two (2) sick leave days in a given school year to any non-certified employee of the District, who in the case of his/her own extended illness, has exhausted sick leave and personal leave. The non-certified employee seeking to use the donated sick leave must provide appropriate medical documentation as required by the District to support the absence.

9.2 Personal Leave

Paraprofessionals shall be allowed three (3) days per year for personal leave. Paraprofessionals using this personal leave shall suffer no loss in pay nor shall they lose any of their accumulated sick leave. Paraprofessionals shall not be required to disclose the reason for taking personal leave. Personal days must be applied for at least twenty-four (24) hours prior to the beginning of the leave except in cases of emergency. A personal day will not be granted on a day before or after holidays or school vacation or recess periods. Unused personal leave shall be accumulated and added to sick leave accumulation at the end of the year.

9.3 Bereavement Leave

There shall be a maximum of five (5) paid school days leave for death in the immediate family of the paraprofessional. The immediate family shall include spouse, parents or persons in loco parentis, brothers, sisters, children, grandparents, grandchildren, parents-

in-law, brothers-in-law, sisters-in-law, legal guardians, and life partners.

9.4 Parental Leave

A paraprofessional shall be eligible for parental leave without pay or other benefits subject to the following conditions.

- A. The paraprofessional shall advise the Superintendent or designee of her pregnancy no later than the fourth month of pregnancy or upon ascertainment of such condition, whichever shall be the later. At such time, she shall provide a written statement from her obstetrician or physician, where applicable, indicating the expected date of delivery. Application for parental leave shall be made in writing to the Superintendent or designee at least ninety (90) calendar days prior to the anticipated birth of the child.
- B. After consultation with the paraprofessional, the Superintendent or designee shall prepare for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction and medical factors to the maximum possible degree, and the pertinent time factors related thereto.

The leave shall not exceed the balance of the school term in which it commences and one (1) additional school term. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term. Such leave shall commence upon: (1) the date agreed upon by the Superintendent or designee and the paraprofessional; or (2) the actual date of delivery, whichever shall first occur. Such leaves which commence during the summer recess shall begin no later than July 1st.

The Superintendent or designee may waive any of the provisions of this section in his/her sole discretion, and any such waiver shall not be precedential in any respect.

- C. There shall be no loss of seniority accumulated prior to the parental leave.
- D. Any paraprofessional covered by this agreement may use up to a maximum of twelve (12) weeks, or sixty (60) days, of their accumulated sick days for pregnancy, childbirth, and child rearing. If such employee exhausts their accumulated sick days, he/she shall be granted a parental leave. Nothing in this policy shall be construed as requiring any paraprofessional to apply for a parental leave.
- E. A male paraprofessional shall be entitled to a parental leave of absence. Such leave shall be unpaid and shall be subject to all of the applicable notice and other requirements as set forth in this section. Eligibility for such leave shall arise upon the anticipated birth of a child which the employee has fathered.
- F. Any paraprofessional desiring parental leave as a result of becoming an adoptive or foster parent shall notify the Superintendent or designee, in writing, upon initiation of such adoption proceedings. Leave shall be granted upon satisfactory written

notification to the Superintendent or designee of the date the child is expected to be placed. It shall be the responsibility of the applicant to keep the Superintendent or designee informed on the status of the proceedings, and as soon as known, the expected date of placement of the child. This section shall not be applicable if the adoptive child is attending school (except kindergarten).

- G. The District will concurrently designate a leave taken under this section as leave under the Family Medical Leave Act (FMLA) for eligible paraprofessionals.

9.5 Jury Duty

Any paraprofessional who must serve on jury duty will receive his/her regular pay, less the amount of money paid to him/her by the courts, for the time he/she is serving on jury duty. A paraprofessional must submit proof of jury duty (a copy of the summons) and the check received in order to be compensated.

9.6 Student Teaching Leave

Subject to Board approval, a paraprofessional may be granted an unpaid leave of absence for a period of one (1) school year for the purpose of student teaching. Request for such leave shall be made in writing to the Superintendent or designee at least sixty (60) calendar days prior to the start of the leave. The paraprofessional shall give notice of intention to return from such leave at least sixty (60) calendar days prior to the end of the leave. Nothing herein shall preclude the further conditioning of such leave as the Board and the paraprofessional shall agree.

- 9.7 The Board shall permit the President of the Union or his/her designee to be absent from work for a total of three (3) school days per school year for Union business. Such absences shall not be considered as part of the paraprofessional's evaluation. All such days shall require a minimum of twenty-four (24) hours' notice, except in cases of emergency.

ARTICLE 10

RETIREMENT

- 10.1 Paraprofessionals with at least ten (10) years of service in the District shall be eligible for a retirement severance bonus payment. When a paraprofessional retires, he or she shall receive a post-retirement severance payment based on accumulated time with the District, of one month's pay for the first ten (10) years and one-tenth (1/10) of a month's pay for each additional year of service. This severance payment will be paid in one lump sum during the second calendar month following the paraprofessional's effective retirement date.

ARTICLE 11

EVALUATION

- 11.1 Each paraprofessional will have a formal written evaluation during the 2022-2023 school year. Beginning with the 2023-2024 school year, paraprofessionals shall be formally evaluated annually during the first four (4) school years of employment. Thereafter, paraprofessionals shall be formally evaluated no less than once every three (3) years. The evaluation will be performed by the appropriate administrator with input from the teacher with whom they work. The evaluation shall identify employee strengths and weaknesses and it may contain suggestions for improvement. The evaluation will be discussed with the paraprofessional.

A copy of the evaluation will be placed in the paraprofessional's personnel file, and a copy provided to the paraprofessional.

Upon request paraprofessionals may receive copies of prior evaluations.

ARTICLE 12

SALARY AND BENEFITS

12.1 Salary

A. Starting Hourly Wage Rate

The starting hourly wage rate is as follows:

	Paraprofessional 1*	Paraprofessional 2**
2022-2023	\$15.00	\$16.00
2023-2024	\$15.50	\$16.50
2024-2025	\$16.00	\$17.00

*Paraprofessional 1 includes: Alternative Aide, Pre-K Aide, EC Aide and Cross-Cat Aide.

**Paraprofessional 2 includes Reading Instructional Aide, Library Aide and Bilingual Aide.

B. Wage Increases

Paraprofessionals shall receive an increase in their hourly wage rate as follows:

2022-2023	5.00%
2023-2024	4.50%
2024-2025	4.25%

Wage increases shall take effective on July 1 of each fiscal year.

By September 1 of each school year, the District shall provide each paraprofessional with written notice of their wage rate, which shall include their regular wage rate for the prior school year (if applicable), their respective percentage increase for the current school year (if applicable), and their regular hourly wage rate and equivalent annual salary for the current school year.

12.2 Paycheck

A. Paraprofessionals will be paid every other Friday.

B. Upon hire, the District shall ask the paraprofessional to declare whether he/she wishes to receive pay on a ten (10) month or a twelve (12) month basis. The basis of pay may not be changed at any point during the school year. Paraprofessionals who want to change the election for a subsequent school year must notify the Superintendent in writing before July 1st of the school year which is the subject of

the change. The responsibility for compliance with this provision shall at all times remain with the paraprofessional.

12.3 Docked Pay

A paraprofessional who has sick leave and personal leave available may be docked by the District up to a maximum of five (5) absence occurrences (five (5) absences in increments of less than a single work day) in one school year. If a paraprofessional has any additional absence occurrences beyond five (5) in one school year, the District shall charge the paraprofessional's unused sick leave and/or personal leave time in half and/or full day increments as applicable until such leave is exhausted before pay will be docked further. The District may dock a paraprofessional who has exhausted his/her sick leave and personal leave for any absence.

When a paraprofessional's pay is to be docked, pay shall be docked in quarter (1/4) hour increments.

12.4 Health Insurance

The Board shall continue to provide to the paraprofessionals, health, life, and dental insurance for all paraprofessionals and their eligible dependents. The cost to the paraprofessional for health insurance premiums effective with the first payroll in September shall be as follows:

Fiscal Year	Employee Only	Employee + Child	Employee + Spouse	Family
2023	4.75%	5%	5%	4%
2024	4.75%	5%	5.25%	5%
2025	4.75%	5.25%	5.75%	6%

12.5 Stipend

If a paraprofessional elects not to be covered by the District's group health insurance plan, the Board will pay a monetary stipend to the paraprofessional of \$700 per year. This is aid in two installments of \$350 each occurring in January and June of each school year. The payment benefit will be prorated in accordance with a paraprofessional's eligibility date if hired after the start of the school year.

12.6 Vision Care

The Board shall reimburse paraprofessionals for the cost of eye examinations and/or eye glasses and/or contact lenses to a maximum of three hundred fifty dollars (\$350.00) per paraprofessional per fiscal year. The fiscal year is defined as July 1 through June 30.

12.7 Substitute Pay

A paraprofessional, with the appropriate state licensure, who is requested to substitute or

provide class coverage for a certified teacher, shall be paid a \$25 flat rate in addition to their regular rate of pay for substitution/coverage of one class period up to a half day, and a \$50 flat rate in addition to their regular rate of pay if beyond a half day through a full day. Paraprofessionals must provide the District with a timesheet with appropriate documentation for substitute or class coverage by the end of the week in which such work was performed.

12.9 Tuition Reimbursement

For each of the school years referenced in the contract, the Board shall reimburse paraprofessionals to a maximum of \$320 per semester hour for undergraduate level college courses and graduate level college courses that enhance educational instruction and are job related that are completed during the school year and summer.

Approval by the Superintendent will be necessary for reimbursement. Paraprofessionals may take up to a maximum of twelve (12) semester hours per school year for reimbursement. The presentation of a final passing grade of at least a B shall be official proof of completion of such course.

Summer college credit classes commenced before July 1st of a school year will be reimbursed at the rate in effect on when the class is commenced. For purposes of this paragraph, "school year" is defined as a July 1st through June 30th of the successive calendar year.

Paraprofessionals receiving reimbursement for tuition under this paragraph agree that they will not apply for student loan forgiveness from the Federal Loan Forgiveness Program for loans applied to tuition credit for which reimbursement under this paragraph was received.

In exchange for receiving this tuition reimbursement from the District, a paraprofessional understands and agrees to maintain employment with the District for one (1) fiscal year following the fiscal year in which any tuition reimbursement was received. If the paraprofessional voluntarily separates from employment with the District on or before this time, then the paraprofessional will repay to the District the entire amount of any tuition reimbursement made to the paraprofessional within thirty (30) days of their voluntary separation.

Paraprofessionals receiving reimbursement for tuition under this paragraph agree that they will not apply for student loan forgiveness from the Federal Loan Forgiveness Program for loans applied to tuition credit for which reimbursement under this paragraph was received.

12.10 Insurance Advisory Committee

Each year the Union shall appoint one member to serve as liaison to any and all District insurance advisory committees or teams.

ARTICLE 13

TERMS OF AGREEMENT

13.1 Savings Clause

Should any article, section or clause of this agreement be declared illegal, said article, section or clause shall be automatically deleted from this agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect for the duration of the agreement if not affected by the deleted article, section, or clause.

13.2 No Strike

The Union agrees that it will not strike during the term of this Agreement.

13.3 Duration

This Agreement shall be in full force and effect from the first day of the 2022-2023 school term through the calendar day preceding the first teacher employment day of the 2024-2025 school term.

13.4 Board Rights

Except as otherwise expressly provided by the terms of this Agreement, the Board reserves and retains full rights, authority, and discretion in the proper discharge of its responsibilities and obligations, including, but not limited to, the right to control, supervise, evaluate, discipline and manage the District and its personnel; to determine and administer educational policy; to operate the District and direct the staff; and otherwise retain all rights, authority and discretion which are invested in the Board of Education of Calumet City School District Number 155 under governing federal and state law, ordinance, rules and regulations. The parties agree that the Board is not required to bargain over matters related to curriculum, budget, organizational structure, and levels of staffing.

13.5 Daily Attendance Process

The District will maintain a daily attendance process for paraprofessionals.

13.6 District Reopener on Stipend for Opt-Out of District Insurance

In the event that any final regulations issued regarding opt-out arrangements and the stipend paid to a paraprofessional causes any taxes, fines, or penalties against the District as a result of the current opt-out arrangement (adopted prior to December 16, 2015), the parties agree to reopen the contract solely on the issue of the opt-out arrangement in order to avoid such taxes, fines or penalties. If after good faith bargaining the parties are unable to reach an agreement on the opt-out arrangement that avoids such taxes, fines, or penalties, then the Board reserves the right to make changes to the opt-out arrangement consistent with the final regulations to avoid such taxes, fines, or penalties.

For the Board of Education
Calumet City District #155

For the Wentworth- Wilson Paraprofessional
Counsel, Local #943, IFT/AFT/AFL-CIO