

Sycamore Education Support Staff
Association and Sycamore Community Unit
School District 427 Board of Education

PROFESSIONAL AGREEMENT

EFFECTIVE FY23-FY27



Sycamore Community
School District 427

COLLECTIVE
BARGAINING AGREEMENT

Between

The Board of Education of
Sycamore Community Unit
School District No. 427

And

The Sycamore Education
Support Staff Association

FY23 – FY27

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ARTICLE 1 – RECOGNITION

The Board of Education of Sycamore Community Unit School District No. 427, Counties of DeKalb and Kane, State of Illinois (hereinafter referred to as the Employer, Board or District), hereby recognizes the Sycamore Education Support Staff Association-IEA-NEA, pursuant to the certification issued by the Illinois Educational Labor Relations Board, Case No. 96-RC-0027-C, (hereinafter referred to as the Association, Union, or Bargaining Unit) as the sole exclusive bargaining representative for all full-time and part-time Paraeducators. Within the district specific Paraeducator job descriptions include Health Paraeducator, Inclusion Classroom Paraeducator, Library Paraeducator, ELL Paraeducator and Classroom Enrollment Paraeducator, hereinafter referred to as Paraeducators, Employee(s), Bargaining Unit Member(s) or as defined by the Illinois Educational Labor Relations Act.

ARTICLE 2 - MANAGEMENT RIGHTS

It is expressly understood and agreed that the Board of Education reserves unto itself and its agents all rights, functions, powers, authority and responsibility conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, along with the decisional law by the courts. This section shall not abrogate Association or bargaining unit member's rights under law, or this Agreement nor the Board's authority over inherent managerial policy which shall include but not be limited to the following:

1. The functions of the Board
2. Standards of service
3. The Board's overall budget
4. Selection of new employees
5. Direction of employees

All powers, rights, authority and responsibilities not included in the Agreement are reserved for the Board and the Board's power with regard to the exercise of

the foregoing powers, rights, authorities, duties and responsibilities and the adoption of policies, rules, regulations, procedures and practices in furtherance thereof, shall be absolute except as may be limited by the specific and express terms of this Agreement.

ARTICLE 3 - EMPLOYEE BENEFITS

Section 1. Newly Employed Paraeducators

1. A Paraeducator starting the school year on the first day of the SESSA work calendar will attend both district wide and their individual building meetings.
2. A Paraeducator in attendance on the second day of the SESSA work calendar, will attend the SESSA Training day.
3. All newly hired Paraeducators will receive information on topics agreed upon by the New Paraeducator Committee. The committee will consist of the Director of Student Services, the Assistant Superintendent for Human Resources and/or designee, and 2 Paraeducators. The committee will meet one (1)time a year between September and December.
4. Before a mid-year newly hired Paraeducator meets their student(s) for the first time:
 - i. The newly hired Paraeducator will meet with his /her principal for a tour, introductions, school expectations, and technology assistance if needed for logging onto school email, etc.
 - ii. The newly hired Library paraeducator will shadow another library paraeducator at their school or another for a minimum of 2 days. Additional training can be arranged with prior approval from their principal.

5. If requested by the newly hired paraeducator, the principal will meet with the paraeducator within one week, during the work day, to address any questions or concerns he /she still might have.

Section 2: Insurance

1. The Board shall maintain a cafeteria plan which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
2. The Board shall make available for each full-time paraeducator/member (75% of full-time or more) single insurance coverage.
 - a. Single insurance coverage shall be defined as single coverage group health/major medical insurance, group dental insurance, and group term life insurance in the amount of \$20,000. Any new member electing single coverage will be enrolled in a high-Deductible Health Plan. (HDHP). Any member enrolled in the HDHP, will receive board paid contributions towards their Health Savings Account (HSA) on January 15th and June 15th. Those members electing single coverage with fifteen (15) years of district service as of January 1, 2021, may choose to retain their current health plan or change to another health option offered by the District.
 - b. Paraeducators electing single coverage in the HDHP and who choose to participate in the District sponsored Wellness testing shall pay the annual amount listed below toward the premium cost of such coverage. Employee/member may elect to pay insurance premium out of pocket or payment shall be deducted in 24 equal amounts from the paraeducator salary payments during the plan year.

Single HDHP (Participation in Wellness Testing)				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 621	\$ 648	\$ 648	\$ 648	Mirror SEA

c. Paraeducators electing single coverage in the HDHP and who choose not to participate in the District sponsored Wellness testing shall pay the annual amount listed below toward the premium cost of such coverage. Employee/member may elect to pay insurance premium out of pocket or payment shall be deducted in 24 equal amounts from the teacher salary payments during the plan year.

Single HDHP (No Participation in Wellness Testing)				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 1,712	\$ 1,840	\$1,840	\$1,840	Mirror SEA

d. Paraeducators electing to be covered under the district plan and who choose to participate in the District-sponsored wellness testing shall pay the annual amount listed below toward the premium cost of such coverage. Employee/member may elect to pay insurance premium out of pocket or payment shall be deducted in 24 equal amounts from the paraeducator salary payments during the plan year.

Single Low Deductible (Participation in Wellness Testing)				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 706	\$755	\$755	\$755	Mirror SEA

e. Paraeducators electing to be covered under the district plan and who choose not to participate in the District sponsored wellness testing

shall pay the annual amount listed below toward the premium cost of such coverage. Employee/member may elect to pay insurance premium out of pocket or payment shall be deducted in 24 equal amounts from the paraeducator salary payments during the plan year.

Single Low Deductible (No Wellness Testing)				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 2,244	\$ 2,412	\$2,412	\$2,412	Mirror SEA

- f. Prior to the beginning of the plan year, or prior to the first day of employment if the first day of employment is after the beginning of the plan year, each full-time paraeducator/member shall have the option of electing a cash payment in lieu of Board insurance coverage. Paraeducators electing to take the cash option in lieu of insurance coverage shall receive the following:

2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$3,000	\$3,000	\$3,000	\$3,000	\$3,000

3. The Board shall make available to all employees:

- a. Dependent coverage group health/major medical;

Paraeducators electing dependent coverage group health/major medical and who choose to participate in the District sponsored wellness testing may elect to pay insurance premium out of pocket or payment shall be deducted in 24 equal amounts from the paraeducator salary payments during the plan year.

Dependent Low Deductible (Participation in Wellness Testing)				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$9,859	\$10,248	\$10,248	\$10,248	Mirror SEA

Paraeducators electing dependent coverage group health/major medical and who choose not to participate in the District-sponsored wellness testing shall pay the annual amount listed below toward the premium cost of such coverage.

Dependent Low Deductible (No Participation in Wellness Testing)				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$13,975	\$15,023	\$15,023	Mirror SEA	Mirror SEA

Paraeducators electing a dependent-high-deductible health plan (HDHP), who choose to participate in the District sponsored wellness testing, shall pay the annual amount listed below toward the premium cost of such coverage. Paraeducator/Member may elect to pay insurance premium out of pocket or payment shall be deducted in 24 equal amounts from the teacher salary payments during the plan year.

Dependent HDHP (Participation in Wellness Testing)				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$7,490	\$ 8,014	\$8,014	\$8,014	Mirror SEA

Paraeducators electing a dependent high-deductible health plan (HDHP) who choose not to participate in the District sponsored wellness testing shall pay the annual amount listed below toward the premium cost of such coverage. Paraeducator /Member may elect to pay insurance

premium out of pocket or payment shall be deducted in 24 equal amounts from the paraeducator salary payments during the plan year.

Dependent HDHP (No Participation in Wellness Testing)				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$ 10,750	\$ 11,556	\$11,556	\$11,556	Mirror SEA

- b. disability insurance coverage;
- c. group dental insurance;
- d. Group term life insurance (available only to those employees who are eligible to be covered as a dependent on another Sycamore employee’s family coverage);
- e. vision insurance.

4. Members entering the HDHP, will receive the following contributions towards their Health Savings Account (HSA):

Single HSA				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$2,400	\$2,400	\$2,400	\$2,400	\$2,400

Family HSA				
2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
\$4,000	\$4,000	\$4,000	\$4,000	\$4,000

5. Voluntary Health Screening shall be provided to any employee who elects health plan coverage at no charge during the duration of the Professionally Negotiated agreement. Wellness Day Testing parameters:
 - a. One testing date will be offered by the District. If an employee does not utilize that date, he/she shall test on his/her own within 15 working days of the District's testing date.
 - b. New employees hired after the District testing date shall have 30 working days to participate in Voluntary Health Screening.
 - c. If an employee has a condition that precludes him/her from participating in Wellness Testing, he/she may still take advantage of the lower premium contribution outlined in Article 11.K provided he/she has supplied the District with the appropriate documentation from his/her healthcare provider outlining the reason(s) he/she cannot participate.
 - d. Individual test results are subject to all HIPAA (privacy) conditions. The District's Insurance Committee will be provided an overall report regarding the Wellness Day testing, but an individual plan member's follow-up actions based on any health information provided to him/her will be at the sole discretion of the plan member.
 - e. Any employee's spouse, dependents, or non-health plan members may utilize the screening at their own expense.
6. The insurance choices selected by the paraeducator /member may not change during the plan year except if there is a change in family status or other circumstances provided in the Regulations issued by the Internal Revenue Service.

Those individuals electing the disability insurance option as prescribed in Article 11, Section K-3, of the Professional Agreement, may change this election in the event that their application is rejected by the insurance carrier. Such change shall be made within ten (10) days

following notification of unacceptability. Forms for such a change are available at the Administration Office.

7. The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from the paraeducator's salary payments during the plan year.
8. The policies of insurance hereunder shall be approved by the Board, provided any such policies shall not thereafter be altered by the Board without prior notification to the Association and an opportunity provided to the Association to react to any proposed change in specifications or carrier and provided the scope of insurance benefits shall not be less than those in effect during the scope of this contract except as otherwise specifically agreed by the Association.

The Board/Association Insurance Committee shall meet at least three (3) times each year to discuss the status of the plan and possible changes in health insurance coverage. The Board shall provide quarterly reports of the financial status of the plan to the Association President and/or Insurance Committee members. Health insurance coverage may be changed if a majority of the Association-appointed members agree to the change.

9. In the event the Board shall be required as a consequence of statutory enactment(s) to make payments for health and/or major medical insurance or the premiums therefore, for Paraeducators, this Article shall be promptly renegotiated.
10. This section shall be effective as soon as it may be implemented, but in no event later than September 1, except for Paraeducators newly employed for whom it shall be effective pro rata as soon thereafter as the insurance carrier(s) shall authorize. Part-time Paraeducators (less than 75% of full-time) shall receive these benefits in proportion to their employment.
11. If two bargaining unit members are eligible to receive family insurance due

to marriage or eligibility under the Young Adult Coverage of the Affordable Care Act, they may elect, in lieu of both members receiving Board paid single coverage, to have the Board apply a dollar amount equal to the Board's contribution to the cost of single coverage for the second member toward the cost of family coverage. Both members shall be assured of having no less benefits under this arrangement than would be accorded to an employee under the single insurance coverage.

Section 3. Reimbursement for Workshops/Conferences

Paraeducators may be allowed to attend one (1) workshop/conference day each year in his/her field/area of employment. Request shall be made to the Principal/Supervisor. All reasonable fees and expenses for such workshop/conference shall be paid by the District provided receipts are submitted to validate such expenses.

Section 4. Pay Schedule

1. Twenty-four (24) pay periods commencing September 15th and the fifteenth (15th) and thirtieth (30th) day of each month thereafter.
2. Payroll dates shall be the fifteenth (15th) and the thirtieth (30th) of each month unless such payroll dates fall on a banking holiday, Saturday, or Sunday, in which case said payroll shall occur on the first preceding business day.

Section 5. Overtime

Overtime shall be paid to a Paraeducator when he/she performs work related to his/her job description as employed by CUSD #427 in excess of forty (40) hours per week.

Section 6. Hours/Conditions of Work

1. Work Day

- a. Paraeducator regularly scheduled to work six (6) or more hours per day, for all calendared work days, shall be considered a full-time employee. The daily schedule for full-time employment shall be developed with the building administrator and shall be based on the specific needs of the position, students and school.
- b. On emergency-related days, Paraeducators may be required to stay after student contractual obligations if the building administrator deems their presence necessary for the safety of students. Compensation will be as per Article 3, Section 5.
- c. If the District implements E-Learning Days, the Association President will meet with the Superintendent or designee to discuss the paraeducator workday on aforementioned E-Learning Days.
- d. A Paraeducator's work day shall conclude at the same time as the district wide student dismissal on early release days. Paraeducators will have their lunch break on these days.
- e. Additional Paid Days - Library paras shall have up to five (5) additional days (outside the school calendar) to be paid with prior administrative approval.
- f. Lunch/Breaks
 - i. Each Paraeducator who works six (6) hours or more per day will be entitled to one (1) 30-minute duty free lunch period.
 - ii. Each Paraeducator who works six (6) hours or more per day will be entitled to one (1) 15- minute break during the school day.
 - iii. The 15-minute break may be added to the 30-minute lunch period; with prior scheduling and approval of the building administrator.

iv. Paraeducators, who do not receive their duty free lunch and/or duty free break due to extenuating circumstances, shall receive additional compensation in line with the amount of break and/or lunch they did not receive.

2. Physical Exams

- a. Prior to employment, a physical examination will be required of the Employee, such examination to be at Employee's expense. Thereafter , any medical examination, deemed necessary by the Personnel Administrator, shall be at Board expense.
- b. The Board reserves the right to require a confidential physical or mental examination at any time for consideration of continuation of employment. Any expenses, for such examination, will be paid by the Board. If the Employee in question is already under the care of a physician or psychiatrist, the Board will make a reasonable effort to obtain a report on the Employee's condition from the Employee's physician or psychiatrist.
- c. The Employee Assistance Plan (EAP) may be utilized as a confidential referral by the Board of Education or its designee.

Section 7. Compensation

1. Newly hired Paraeducators are required to hold TASN-Title 1 Licensure. Credit for prior experience or college credit in a related field will be considered for initial placement on the salary schedule. Initial placement on the salary schedule will not exceed four (4) rows.
2. Paraeducators shall be paid according to their hourly rate, per the attached salary schedule. Time worked in excess of contract obligations up to a maximum of 40 hours a week will be paid at their regular hourly rate. This includes mandatory attendance at meetings before or after school.

3. Before/After School Activities - Notification will be given to SYC-All (an email distribution list) of any and all available positions for before/afterschool activities. SESSA members who work any before or after school activity shall be paid at the rate of \$15 per hour, or other agreed upon amount not to be less than \$15 per hour.
4. Extended School Year (ESY)- A Paraeducator working for ESY will receive no less than their current yearly hourly wage.
5. Retirement – Announcement/Compensation - A Paraeducator who has worked for the district for at least 15 years and provides written notice by August 1st of his/her intent to retire, shall have annual increases in his/her compensation (including, but not limited to, stipends, salary increases and retirement incentives) of 6% over each immediate preceding year for a maximum of four (4) years.

The pay of the Paraeducator/retiree shall be increased equally in order that the annual increase shall reflect a 6% increase over the previous year. Notwithstanding any contrary or other provision of this contract (including, but not limited to, stipends, salary increases and retirement incentives), that would annually increase compensation by more than 6%, the Paraeducator shall only receive the maximum 6% allowed under this provision.

6. Service Recognition Bonus
 - a. Paraeducators hired before the 2022-2023 school year must accrue at least ten (10) years of service to the district, to receive the Service Recognition Bonus.
 - b. Paraeducators hired after the 2021-2022 school year must accrue at least fifteen (15) years of service to the district, to receive the Service Recognition Bonus.
 - c. Paraeducators shall receive \$300 per year of service, up to a maximum of

(20) twenty years.

- d. Payment of the bonus under the provisions shall be made in a one-time lump sum payment by the first scheduled payroll in August. It is the intent of the parties that this Service Recognition Bonus shall not be part of the paraeducator's final year salary as reported to IMRF (Illinois Municipal Retirement Fund). The Paraeducator shall be responsible for any and all income taxes associated with this payment.

7. Sick Day Bonus

Paraeducators will receive a \$300 bonus for not using any sick days during the course of the school year. The bonus will be paid on June 30th.

8. Salary Computation for Current Employees

- a. For the 2022-2023 school year, the base hourly rate from the paraprofessional's prior school year rate will increase by \$2.50.
- b. For the 2023-2024 school year, the base hourly rate from the paraprofessional's prior school year rate will increase by 3%.
- c. For the 2024-2025 school year, the base hourly rate from the paraprofessional's prior school year rate will increase by 3%.
- d. For the 2025-2026 school year, the base hourly rate from the paraprofessional's prior school year rate will increase by 3%.
- e. For the 2026-2027 school year, the base hourly rate from the paraprofessional's prior school year rate will increase by 3%.

Annual Increases				
<i>FY23</i>	<i>FY24</i>	<i>FY25</i>	<i>FY26</i>	<i>FY27</i>
\$2.50	3%	3%	3%	3%

9. Base Hourly Rate

Base Hourly Rates				
<i>FY23</i>	<i>FY24</i>	<i>FY25</i>	<i>FY26</i>	<i>FY27</i>
\$15.56	\$16.02	\$16.50	\$17.00	\$17.51

ARTICLE 4 – TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. In-Service Training

1. In-Service

Paraeducators working with students having special needs shall be provided with the following information by a Special Education Facilitator prior to student attendance days, unless the Paraeducator is hired after the school year starts. Information should be relative to the needs of the student.

- a. Student assignment
- b. IEP Goals
- c. Student’s behavior program if applicable
- d. Student’s medical concerns if applicable
- e. Accommodations needed for the student

2. One (1) full-day of In-Service training will be provided to Paraeducators. Training will be agreed upon by the Training Committee and Administration no later than August 1. The training committee will be comprised of equal

representation from each level. The committee will be compensated at each member's hourly rate if the meetings are held outside of regular work day.

Section 2. Meetings

1. Principals or his/her designee will meet monthly with the Paraeducators as a group in their home building, to relay pertinent building and district level information to address any concerns of the group.
2. When necessary, a planning time shall be set aside for the Paraeducator to meet with the Special Education Facilitator to communicate regarding the Paraeducator's current assignment. This meeting can be requested by the Paraeducator and/or the Special Education Facilitator and must be approved by building administrator. The date and time of the meeting must be agreed upon by all parties. If this meeting occurs outside the regular scheduled work day, the Paraeducator will be compensated at their regular hourly rate.
3. Calendar Meeting - The president of the Association shall meet with the Superintendent to seek to formulate the school calendar and to join in a recommendation for the adoption of such calendar.
 - a. Before the SESSA calendar is finalized, the President will review with the HR secretary for accuracy. This meeting will take place no later than May 1.
4. Inservice Training Committee Meeting (Article 4, Sect. 1.2)
5. Labor Management Meeting- The Superintendent or designee of the Administration shall meet at least monthly during the school year with the Association President and one other representative of the Association to discuss any labor/management issues. If both parties agree, additional representatives from the Association and/or District administration may attend these meetings. A meeting may be canceled or rescheduled if both parties agree.

6. New Paraeducator Committee Meeting (Article 3, Sect. 1.3)

Section 3. Notification of Assignments

The District shall notify Paraeducators by May 15 of their tentative building assignment for the following year.

Section 4. Special Education Staffing

When specific information from a Paraeducator is needed for the staffing, the case manager/special education Facilitator will meet with the Paraeducator during the work day to gather information.

ARTICLE 5 – HOLIDAYS

Full-time Employees shall receive five (5) paid holidays: New Year’s Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day, as long as they fall within the Paraeducators work calendar.

ARTICLE 6 – LEAVES

Section 1. Sick Leave

1. Accrual

- a. The Board shall grant sick days to paraeducators according to the following schedule:

Years of Service	Number of Sick Days
1-15	15
16-20	17
21 +	20

2. Definition

Sick leave shall be interpreted to mean personal illness or quarantine at home, serious illness or death in the employee's immediate family, household, or of an immediate step relative, or birth, adoption, or placement for adoption. Immediate family or immediate step relatives shall be interpreted to mean parent, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, aunt, uncle, husband, wife, partner, child, daughter-in-law, son-in-law, niece or nephew. Partial day absence shall be deducted from available sick leave at the rate of one half ($\frac{1}{2}$) day for each absence. A partial day absence shall be defined as three-point five (3.5) clock hours or less. Sick leave may also be utilized to attend the funeral of a close friend or family member not listed above, provided any such leave for two or more consecutive days or three days in the aggregate per school year must be approved by the Superintendent or designee in his or her sole discretion and without precedential effect.

3. Accumulation

Any sick leave not used shall be accumulated from year to year to the maximum available leave of 281 days.

The unused sick leave day balance accumulated by an employee at his/her retirement will be used toward service credit in the IMRF (Illinois Municipal Retirement Fund) as allowed by IMRF at the time of retirement

Section 2. Personal Business Leave

1. Accrual

All full-time Employees shall be granted two (2) fully paid personal business leave days per school year.

2. Definition

Requests for a personal day must be made to the Principal and Personnel Administrator at least twenty-four (24) hours in advance, except in the case of emergencies. Any requested personal day that is used adjacent to a holiday or extended period including Spring and Winter breaks, shall be requested in writing with a statement of supporting reasons for pre-approval.

3. Accumulation

Employees may accumulate a maximum of four (4) personal days. Unused personal days in excess of four (4) will be added to accumulated sick leave.

The unused personal business leave day balance accumulated by an employee at his/her retirement will be used toward service credit in the IMRF (Illinois Municipal Retirement Fund) as allowed by IMRF at the time of retirement.

4. Special Use

An Employee who has exhausted his/her sick leave may use his/her personal business leave in lieu thereof.

Section 3. Religious Holidays

A Paraeducator shall be entitled to a maximum of three (3) employment days without loss of compensation for the observance of a recognized religious holiday of the Paraeducator's faith. Notice of intention to use such days shall be given to the building principal by 9:00 a.m. of the preceding working day.

Section 4. Family Medical Leave Act Leave

The Board will comply with applicable provisions under the Family and Medical Leave Act of 2009 and as reflected in adopted Board Policy

The “year” is defined as July 1 to June 30.
All medical information will be confidential.

Section 5 . Jury/Witness Duty

The Board shall pay the regular salary to Paraeducators required to serve as jurists, or subpoenaed as a witness, provided the Paraeducator shall promptly remit to the Board any fees paid as a consequence of such service or subpoena (other than reimbursement for expenses), and provided this Article shall not apply to any matter wherein the Paraeducator is subpoenaed by a Paraeducator or the Association or its affiliates and the Board is an adverse party.

Section 6. Association Leave

In the event a Paraeducator is elected or appointed to a state or national office or committee affiliated with the Association, the Board shall grant to him/her a maximum of five (5) leave days with pay for conducting state or national association business. A written notice of such leave shall be made to the Superintendent four (4) days prior to the use of such leave. The Association shall reimburse the Board for the full cost of the substitute(s) employed to replace the absent Paraeducators.

Section 7. Insurance Coverage During Unpaid Leave

Employees who are on a Board-approved extended unpaid leave of absence shall have the right to maintain insurance coverage by paying each full applicable monthly premium payment in advance.

ARTICLE 7 - SENIORITY

Section 1. Seniority Defined

Full time employees will receive credit of 1 year for each full year worked. Part

time employees will receive credit on a prorated basis based on their scheduled work assignment. Employees hired after the start of the school year will receive partial credit for their first year on a prorated basis based on their hire date.

Section 2. Resolving Identical Seniority

If total years of in-District service within a category of position referred to in Section 1 are equal between two (2) or more Paraeducators, then seniority shall first be determined by the date of hire; and then if a tie still exists, it shall be determined by accumulated work hours; and then if a tie still exists, it shall be determined by a drawing witnessed by the Union President and the Administration. Ties shall be broken at the time they occur and shall be denoted on the seniority list.

Section 3. Continuous Service Interruption

Any bargaining unit member re-employed by the district shall receive full credit for his or her prior service in the district if the break in service is less than 2 years, and he or she received proficient or above on the most recent evaluation prior to their break in service. If a bargaining unit member returns within the 2 years stipulated above, he or she will be reinstated at the rate of pay they held prior to his or her departure.

Continuous service shall terminate upon resignation, retirement or termination. Approved, unpaid leaves of absence shall not constitute a break in service.

Section 4. Seniority Accrual

Seniority shall not accrue during any unpaid approved leave of absence of ninety (90) consecutive employment days or more, excluding any job-related disability/injury or approved FMLA (Family Medical Leave Act of 2009).

Section 5. Seniority List

The Board shall furnish the Association with annual seniority lists. These seniority lists shall be furnished by February 1 of each school year, and such lists shall include the names of Employees in order of their District service, including their date of hire, years of service and accumulated days. The lists shall be posted in each building. The Paraeducator shall have twenty (20) school days to object to their seniority and seniority ranking on the list. After that time, the seniority list shall be considered final and the Paraeducator waives any right to challenge their seniority placement or ranking on the seniority list. The Bargaining Unit President shall be notified of any revisions in the original list.

Section 6. Reduction-in-Force

If there is a Reduction-in-Force as a result of the decision of the School Board to decrease the number of Paraeducators, Paraeducators shall be dismissed in inverse seniority order.

Section 7. Recall Rights

1. Paraeducators subject to Reduction in Force shall have the right of recall within one (1) calendar year from the beginning of the school term if a vacancy or newly created position occurs in a Paraeducator position. When recalled, Paraeducators will be offered a position. A Paraeducator's salary, benefits and previously accrued seniority will not be affected if recalled during this time. However, seniority will not accumulate during the Reduction-in-Force.
2. The Paraeducator must notify the Board in writing and/or by email within five (5) calendar days of confirmed notification of the acceptance, or rejection, of any vacant position offered to the Paraeducator during the recall period. The Paraeducator who fails to notify the Board of his/her acceptance, or rejection, of a tendered position within the timelines set forth above shall be deemed to have waived his/her recall rights to this position.

3. Recall shall be in inverse order of reduction-in-force.
4. A Paraeducator reduced as a result of a reduction- in-force shall have the option to receive all earned compensation on or before the next regular pay date following his or her last day of employment.
5. Paraeducators dismissed as a result of a reduction in force shall continue to receive paid insurance benefits through the last day of their employment. Paraeducators may continue their group insurance coverage at their expense by making timely payments to the Board office throughout the summer.

ARTICLE 8 - VACANCIES AND TRANSFERS

Section 1. Definition of Vacancies

A vacancy shall be defined as a position within the bargaining unit within the District presently unfilled, including newly created positions. Vacant Bargaining Unit positions created because of a leave of absence shall not be considered a vacancy unless the leave of absence exceeds one year.

Section 2. Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the Bargaining Unit, including changes in classification, buildings, as well as changes of positions within the same building with a different job description.

Section 3. Posting of Vacancies

A notice of vacancies within the bargaining unit, including vacant positions and newly created positions, shall be sent to the district email address of each bargaining unit member with a district email address.

Postings of vacancies shall be placed in a conspicuous location within the affected District buildings and a copy thereof provided to the Association president. Positions as above described shall be posted at least five (5) working days prior to being filled. Such posting shall contain the following information:

- Type of Work
- Location of Work
- Starting Date
- Relevant Pay Information
- Hours to be Worked
- Job Description
- Minimum Requirements

Section 4. Filling Vacancies/Voluntary Transfers

If an Employee seeks a transfer of position or applies to fill a vacancy, the Human Resource Office shall provide written acknowledgment of the receipt of such request. The Paraeducator shall be given consideration for the position. The District reserves the right to select the applicant to fill the vacant position based upon its review and assessment of qualified candidates. This language shall remain in effect until ten (10) calendar days prior to the start of the Paraeducators work calendar.

Section 5: Involuntary Transfers

Administration will make known to all Paraeducators any vacancies prior to requiring an involuntary transfer. When transfers and assignments from one school to another are to be made, the Paraeducator(s) concerned shall at their request, be given consideration for comparable vacant positions within the district.

The involuntary transfer of a Paraeducator may become necessary due to student needs, instructional requirements, the reduction in the number of Paraeducators

in a school, and/or for other unknown district needs.

Any Paraeducator, who is to be involuntarily transferred, may request a meeting with the Superintendent or designee to review the involuntary transfer. Such review shall take place no later than 5 school days following said transfer. If an involuntary transfer occurs, the Paraeducator will be given at least 1 weeks' notice prior to said transfer. The Paraeducator will also receive a minimum of 1 day to shadow in the new assignment. If the transfer occurs during the school year, then the Paraeducator shall be released from the current position for a minimum of 1 day to shadow in the new assignment.

A Paraeducator shall not be transferred during his/her probationary period unless it is in the best interest of the district.

If a vacancy in the paraeducator's home building and/or department becomes available after the involuntary transfer occurs, said Paraeducator shall be given consideration to return to their home building or prior position. If said Paraeducator is denied the return to their home building or prior position, then a meeting with the administration shall occur with said Paraeducator regarding the denial of the return transfer within 5 school days.

ARTICLE 9 - EMPLOYEE EVALUATION

Section 1. Definitions

1. As defined herein a formal observation is any planned, deliberate, observation of Paraeducator duties and responsibilities. This can be performed by an administrator and/or certified evaluator.
2. Informal observations are incidental observations made by the Paraeducator's designated Administrator in the course of performing administrative functions and duties.

Section 2. Probationary Period

1. All newly hired Paraeducators will have a 30 day probationary period. During such time, they are not eligible to access sick leave, personal leave, and/or insurance.
2. Building administration and/or certified evaluator will provide the Paraeducator with a written evaluation following the conclusion of their probationary period.
3. The Paraeducator can be subject to termination without goals being written during this probationary period.

Section 3. Purpose of Evaluations

The parties agree that the primary objective of Paraeducator evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all Paraeducators.

Section 4. Formal Observation Procedures

1. The Paraeducator's designated Administrator shall evaluate each Paraeducator between October 1st and March 1st in writing, using the district wide evaluation form. The Administrator shall consider feedback from the Paraeducator's immediate non-administrative supervisor in conjunction with his/her formal observation. (See section 4B for frequency of evaluation.) In the event that an observation was not completed by March 1st, the Paraeducator may choose for their rating to default to their most recent evaluation from the previous year or request a date for a new evaluation.
2. Any Paraeducator employed within the district 0-5 years shall receive an evaluation each year during the evaluation period. Any Paraeducator employed in the district 6+ years shall receive an evaluation every other year as long as they receive a rating of proficient or above on their previous evaluation.

3. If a concern and/or problem arises with a Paraeducator outside of their evaluation year, the Paraeducator's designated Administrator and/or Certified Evaluator shall do a formal evaluation according to Section 3 – Formal Observation Procedure. If goals are needed, then Section 4 – Area of Deficiency, shall be followed.
4. The time and date of the formal evaluation shall be agreed upon by the Administrator and the Paraeducator no less than two (2) school days before the formal observation is to occur. Formal observation shall last not less than fifteen (15) minutes. Within five (5) school days of the formal observation a written evaluation shall be completed and a copy provided to the Paraeducator. An evaluation conference including the evaluation Administrator and the Paraeducator shall be held within ten (10) calendar days from the date of the written evaluation.
5. Both the evaluator and the Paraeducator shall date and sign all copies of the written evaluation. The Signature of the Paraeducator shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the Paraeducator is in receipt of a copy of the written evaluation.
6. If the Paraeducator feels his/her formal written evaluation is incomplete or inaccurate, the Paraeducator may put his/her objections in writing within ten (10) days of receipt of the evaluation. Both the Paraeducator and the evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.
7. A copy of all formal written evaluations and any attached written objection shall be placed in the Paraeducator official personnel file.

Section 5. Area of Deficiency

1. If an Administrator observes an area of deficiency in a Paraeducator's performance at any time during an informal observation, the Administrator shall convey their concerns regarding these observations to the Paraeducator's attention within two (2) school days.
2. Performance Improvement Plan
 - a. When an area or areas of significant performance deficiency is observed through observation of a Paraeducator's performance, the Administrator and the Paraeducator shall implement a Performance Improvement Plan to remediate the deficiency(ies). The Administrator shall establish a Performance Improvement Plan, which includes goals for improvement and required actions to improve the Paraeducator's performance and meet the performance improvement goals. The Performance Improvement Plan will include a timeframe for the Paraeducator to remedy the identified performance deficiencies and satisfy the identified goals.
 - b. No Paraeducator shall be discharged for areas of deficiency identified in the first observation, prior to the Performance Evaluation Plan being established.
 - c. After no less than 20 school days from the establishment of the Performance Improvement Plan the Administrator shall conduct an observation of the Paraeducator to determine the status of the performance plan.
 - d. If the goals have been met, the Paraeducator's designated Administrator and/or Certified Evaluator will do an updated evaluation. Following said

evaluation, the Administrator will provide the Paraeducator with a written copy and will hold a meeting to review the updated evaluation.

- e. If the Paraeducator's performance does not meet the goals the administrator can determine whether to continue the goals or recommend discharge of the employee.
- f. At the option of the Paraeducator or the Administrator, an Association representative may be present at any meetings related to the Performance Improvement Plan or other concerns

Article 10: PARAEDUCATOR PROTECTION

1. Paraeducators shall report immediately in writing to the administration all cases of assault and/or battery, physical and/or emotional injury, and or threats to their physical well-being, suffered by them in connection with their employment.
2. As may be required by The School Code of the State of Illinois, in cases arising from the course of employment, the Board shall provide any and all legal support and defense of Paraeducators.
3. Time/Wages Lost: Work time lost to the Paraeducator as a result of personal physical or emotional injury due to such assault, shall result in no loss of wages to the Paraeducator and shall not be charged to the Paraeducator's sick or personal leave account. In the event a Paraeducator is called by subpoena to appear as a witness in connection with an assault, it shall result in no loss of wages to the Paraeducator and shall not be charged to the Paraeducator's sick or personal leave account.
4. Complaint or Incident Report: A complaint about a Paraeducator from a parent, student, or other individual shall be made known to such Paraeducator in writing, regarding the nature of the complaint, before any disciplinary action

based upon such complaint is taken against the Paraeducator. The administration shall conduct a thorough investigation to determine if there is a reasonable basis for any action to be taken and a meeting will be held between the Paraeducator and an administrator, before any reference pertaining to such complaint is placed in the Paraeducator's personnel file. The Paraeducator shall be notified in writing within ten (10) school days of the district's decision. If the district is aware of a concurrent investigation by a non-district agency, the requirement for notification of district decision within ten (10) school days shall not apply. Upon the completion of said investigation, the district shall notify the Paraeducator within ten (10) school days.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. Definitions

1. Any claim by the Association or Paraeducator that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
2. As used herein, "days" shall mean Paraeducator employment days except during the summer recess when it shall mean days on which the District business office is open.

Section 2. Procedure

The parties hereto acknowledge that it is most desirable for an Employee and the Employee's immediate supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the Employee or the Association, a grievance may be processed as follows:

Step 1 - The Employee or the Association may present the grievance in writing to the immediate supervisor who will notify the grievant(s).

The Association will arrange for a meeting at a reasonable time to take place within ten (10) days after receipt of the grievance. The grievance shall set forth the specific clause or clauses of the Agreement which it is alleged have been violated, the factual basis for each alleged contract violation, and the remedy requested. The grievance must be filed within fifteen (15) days after grievant(s) has knowledge or reasonably should have had knowledge of the event giving rise to the grievance. The grievant(s) shall be present for the meeting. The immediate supervisor must provide the aggrieved Paraeducator and the Association with a written answer on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision is based.

Step 2 - If the grievance is not resolved at Step 1, then the Association shall refer the grievance to the Superintendent or his/her official designee within ten (10) days after the receipt of the Step 1 answer.

The Superintendent shall arrange for a meeting with the representatives of the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary to develop facts pertinent to the grievance.

Upon conclusion of the meeting, the Superintendent will have ten (10) days in which to provide his written decision to the Association and the grievant(s).

Step 3 - If the Association is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limits expire without the issuance of the Superintendent's written answer, then the Association may submit the grievance to final and binding arbitration.

The arbitrator shall be selected from panel(s) to be secured from the American Arbitration Association. If a demand for arbitration is not filed

within thirty (30) days of the date of the Superintendent's Step 2 reply, then the grievance will be deemed withdrawn. If the parties mutually agree, the expedited labor arbitration rules of the American Arbitration Association may be utilized in any arbitration proceeding.

1. Authority of Arbitrator

The Arbitrator shall have no power to alter the terms of the Agreement or to ignore or add to the provisions of the Agreement. His/her decision shall be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. He/she shall be empowered to render any award which shall be consistent with this Agreement and within his lawful authority.

2. Expenses of Arbitration

Each party shall bear the full cost for its representation in arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party shall bear the full cost for the transcript. Should both parties order a transcript, then the cost of the transcripts will be divided equally between the parties.

3. General Provisions

- a. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level and no Paraeducator shall be required to discuss any grievance if the Association's representative is not present.
- b. Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Grievances involving more than one

- supervisor and grievances involving an Administrator above the building level may be filed by the Association at Step 2.
- c. No reprisals of any kind will be taken by the Board of Education or the school Administration against any Paraeducator because of his/her participation in this grievance procedure.
 - d. The Board and the Administration will cooperate with the Association in its investigation of any grievance and will furnish the Association with such requested information as is reasonably available and relevant for the processing of any grievance with the exclusion of privileged information and inter-office communications.
 - e. If by agreement between Paraeducator and/or the Association and the Administration the investigation or processing of any grievance requires that Paraeducator or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
 - f. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
 - g. Failure of the Administration or Board to respond to the grievance shall automatically file the grievance at the next higher step. Failure of the Association or Paraeducator to meet any prescribed time limit shall preclude further appeal of the grievance.
 - h. Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association Grievance Committee. At least one Association representative may be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented subject to the provisions of Section C of this grievance procedure.

Nothing herein contained shall be construed as limiting the right of any Paraeducator having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association. Any settlement or adjustment agreed to by an individual without the intervention of the Association shall be non-precedential as regards the Agreement and the Association. The adjustment shall be consistent with the terms of the Agreement. If such adjustment includes any written determination which affects any provisions of this Agreement, a copy thereof shall be given to the Association President or designee.

ARTICLE 12 - ASSOCIATION RIGHTS

Section 1. New Personnel

Within ten (10) school days following Board action, the Board shall provide the Association with the names and addresses of Employees recently hired in the bargaining unit.

Section 2. General Membership Meetings

The Association shall not be denied reasonable use of meeting space in school facilities for general membership meetings provided: 1) an Association written request is made to the building principal or designee in advance of the meeting; 2) such meeting space is available; 3) such meeting neither interferes with instructional and extracurricular programs of the School District nor conflicts with school events or Employees' assignments; and 4) the Association promptly reimburse the Board for any damages and reasonable maintenance costs.

Section 3. Inter-School Delivery and Bulletin Boards

1. The Association shall have the right to distribute a reasonable number of appropriate announcements through the District delivery service,

Paraeducator mailboxes, or email. Upon request, a copy of any item so distributed shall be given to the Superintendent.

2. The Association shall have the right to post a reasonable volume of notices of its activities and matters of Association concern on faculty lounge/workroom bulletin boards, at least one of which shall be provided in each building.

Section 4. Board Meetings

The President of the Association or his/her designee shall be given written notice of any regular meetings of the Board held other than as normally scheduled and of any special meetings.

Section 5. Board Minutes

Minutes will be available on the District website.

Section 6. Dues Deductions

Any bargaining unit member who signs the IEA/NEA enrollment form, hereby gives permission for the deduction of membership dues. The SESSA president or membership chair, will notify the payroll manager in writing, the amount to be deducted. Such authorization shall remain in effect from year to year unless revoked in writing from the SESSA President or Membership Chair. Pursuant to such authorization, the Board shall deduct one-eighteenth (1/18) of the annual dues from each salary check of the Paraeducator for eighteen (18) pay periods, with the first deduction on September 15 and the final deduction on May 30 of each year. The deducted dues amount will be deposited in the SESSA checking account. Deduction for Paraeducators employed after the commencement of the school term shall be prorated, so as to complete payments by the following May 30.

With respect to all sums deducted by the Board pursuant to authorization of the employee for membership dues, the Board agrees to remit same promptly to the

treasurer of the Association.

In accepting such deductions, the Association and/or Employee agrees to defend and hold harmless the Board and its members, agents and Employees for all actions taken pursuant to this Section, provided the Board shall have complied therewith.

Section 7. Association Representation

If desired, Association Representation may be present at any or all meetings..

ARTICLE 13 - NO STRIKE

The Association agrees not to engage in any boycott or work stoppage and not to picket in any unlawful manner for the life of this Contract. The Board agrees not to engage in any lockout of employees.

ARTICLE 14 - SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but 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.

ARTICLE 15 – UNDERSTANDING

The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

The parties further agree and acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreements arrived at by the parties, after the exercise of that right and opportunity are set forth in this Agreement.

Therefore, the Board and the Association, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist to negotiate over any matter during the term of this Agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter, whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

ARTICLE 16 – NEGOTIATION PROCEDURES

1. REPRESENTATIVES

- a. Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a Paraeducator as herein defined as its representative and the Association shall not select a Board member, the Superintendent, Assistant Superintendent, Principal, or Assistant Principal.
- b. It is the mutual responsibility of the Board and the Association to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association respectively for ratification.

2. NEGOTIATIONS COMMENCEMENT

Negotiations shall begin no later than April 1, unless both parties agree to an alternate date. Meetings will be held as necessary at times and places agreed to by both parties.

3. TENTATIVE AGREEMENTS

During negotiations, each party shall present items and material for consideration. Items upon which there is tentative agreement shall be initialed by the chief negotiator from each side.

4. RATIFICATION AND APPROVAL

When the Association and Board reach tentative agreement on all matters being negotiated, they will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. The final draft of the agreement will be reviewed by members of the negotiation team prior to printing copies or uploading onto the district website. Mistakes that are found at a later date will be compared with the final draft and corrected without opening up the contract for negotiation.

5. IMPASSE/MEDIATION

- a. Upon submission of the parties' joint request for mediation, or upon invocation of mediation by the Illinois Education Labor Relations Board (IELRB), the parties shall request that Federal Mediation and Conciliation Service (FMCS) appoint a mediator from its staff. If the FMCS is unable to provide a mediator so that mediation can commence 10 days after submission of the parties' joint request for mediation or invocation of mediation by the IELRB, or if the IELRB directs that mediation commence at a time sooner than FMCS can supply a mediator, the mediator shall be selected from a list or lists to be supplied by American Arbitration Association (AAA).

- b. After 15 calendar days from the commencement of mediation, either party or the mediator can initiate the public posting process set forth in section 12(a) of the Illinois Educational Labor Relations Act (IELRA).
- c. Cost for consultants chosen by any party shall be paid by that party.

6. NEGOTIATIONS INFORMATION

The Board shall provide the Association, upon request, regularly prepared public information germane to matters within the scope of negotiation. This shall include but not necessarily be limited to the current annual financial audit, the tentative budget, the adopted budget and a scatter gram indicating the numbers of Paraeducators at each row on the salary schedule. Nothing herein shall require the Board to research or assemble information. The cost of copying such material shall be borne by the Association.

7. PREPARATION OF AGREEMENT

Within thirty (30) days of Board approval of the Professional Agreement, the Association shall prepare the contract after which the Board shall compile and deliver within thirty (30) days twenty (20) copies to the Association President. The cost shall be shared equally by the Board and the Association. Any additional copies required by either party shall be paid for by that party.

ARTICLE 17 - DURATION OF AGREEMENT

This Agreement shall be in effect as of August 13, 2022, and shall continue in full force and effect until August 12, 2027.

This agreement is entered into this 14th day of June, 2022 by and between the Board of Education of Sycamore Community Unit School District No. 427 and the Sycamore Education Support Staff Association, affiliated with the Illinois Education Association and the National Education Association.



President, Board of Education

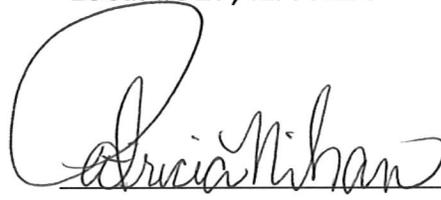


President, Sycamore Education
Support Staff Association
Local #527, IEA-NEA

ATTEST:



Secretary, Board of Education



Vice President, Sycamore Education
Support Staff Association
Local #527, IEA-NEA

MEMORANDUM OF UNDERSTANDING

THIS AGREEMENT is entered into this 10th day of September, 2019, between the Sycamore Education and Support Staff Association (the “SESSA”) and the Administration of the Sycamore Community Unit School District #427 (the “District”).

WHEREAS, the District has employed Health Paraeducators to monitor and maintain the health procedures and room as a part of SESSA in accordance with Article 1: Recognition;

WHEREAS, the needs of the individual student may require specialized training and/or knowledge above and beyond the scope of the Health Paraeducator;

The district will provide training to the Health Paraeducator necessary to meet the needs of the student.

Any SESSA member employed as a Health Paraeducator within the district at the commencement of this Agreement will maintain their role as a Health Paraeducator until such time that the Paraeducator requests a transfer to a different role or leaves the district.



245 West Exchange Street
Sycamore, Illinois

(815) 899-8100

www.syc427.org