

Agreement

Between

Board Of Education of Lyons Township High School

District 204, Cook County, Illinois

and

Lyons Township ParaEducators Association (LTPA)

2021 – 2025

2021-2025 Negotiated Agreement

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2021-2025 Negotiated Agreement

Statement of Purpose

The Board of Education of Lyons Township High School District 204 and the members of the Lyons Township ParaEducators Association (LTPA) have negotiated the proposed contract in the spirit of the Lyons Township High School Mission Statement.

This Negotiated Agreement reflects our joint commitment to excellence in education and "to creating an atmosphere of encouragement, trust, and mutual respect."

As members of the Lyons Township High School community, we enhance the tradition of a quality education for all students by our professionalism and dedication, advancing the century old motto, *Vita Plena*, the quest for the fulfilling life.

Article I: Agreement

THIS AGREEMENT is entered into this first day of July, 2021 by and between the BOARD OF EDUCATION OF LYONS TOWNSHIP SCHOOL DISTRICT NO. 204, Cook County, Illinois (hereinafter referred to as the "Board", the "Employer" or the "District") and the LYONS TOWNSHIP PARAEducATORS ASSOCIATION, IEA-NEA (hereinafter referred to as the "Association").

Article II: Recognition

Pursuant to the Illinois Education Labor Relations Board's (IELRB's) Certification dated April 10, 1985, the Board recognizes the Association as the sole and exclusive bargaining representative for the purpose of negotiations regarding wages, hours and other terms and conditions of employment for all full-time and regular part-time ParaEducators: Alternative Program Employees, Applied Arts Employees, Fine Arts Employees, Global Studies Employees, Language Arts Employees, Learning Resources Employees, Math/Science Employees, Physical Welfare Employees, Special Education Employees, Student Services Employees, Transition Program Employees, (hereinafter referred to as the "Employee" or "Bargaining Unit Member") and any other ParaEducator position that is approved in any other department/division but excluding all administrators, supervisors, managerial, confidential and short-term ParaEducators, all as defined by the Illinois Educational Labor Relations Act, and all ParaEducators of the District who are not employed in the categories set forth above.

Article III: Definitions

A. Full-Time ParaEducators

1. ParaEducators who are regularly scheduled to work for six (6) or more hours per school day, and thirty (30) or more hours per week, whose work year consists of at least one hundred eighty (180) days, and whose work year follows the official District school calendar.
2. Any individual replacing a full-time ParaEducator (defined in Section A (I) above) who dies, resigns or is terminated or filling a newly-created full-time position within the Bargaining Unit shall be considered a "full-time ParaEducator" and shall be a member of the Bargaining Unit. Once a temporary ParaEducator fills a permanently vacant position for thirty (30) school days, said ParaEducator shall become a full-time ParaEducator and a permanent Bargaining Unit Member.

B. Part-Time ParaEducators

A regular part-time ParaEducator is scheduled to work less than six (6) hours per school day, and whose work year consists of at least one hundred eighty (180) days and whose work year follows the official District school calendar. Any individual replacing a regular part-time ParaEducator who dies, resigns or is terminated or filling a newly created part-time position within the Bargaining Unit shall be considered a regular part-time ParaEducator and shall become a permanent Bargaining Unit member.

C. Probationary ParaEducators

New ParaEducators will be considered probationary ParaEducators for the first ninety (90) work days of their employment or for a semester, if the ParaEducators begin their employment on the first day of a semester. Any holiday occurring during the probationary period shall be paid retroactively upon the ParaEducator's successful completion of his/her probationary period. The District shall be the sole judge as to whether any probationary ParaEducator shall be retained or continued in employment. Probationary ParaEducator shall have no seniority and may be laid-off or terminated by the District at its sole discretion, and such termination or layoff shall not be the subject of any grievance. Upon successful completion of his/her probationary period, a ParaEducator's seniority shall date from the commencement of employment. ParaEducators, having resigned with School Board acceptance of their resignation, who are within one (1) year shall not be subject to a probationary period if the employee successfully completed his/her probationary period during his/her employment with the District. These rehired ParaEducators' seniority shall date from the commencement of re-employment.

D. Seniority

Seniority shall be defined as the length of full-time service commencing with the employee's first day of work since the last date of hire as a Bargaining Unit Member with the District. The Administration shall prepare and maintain a seniority list. A copy of the list shall be provided to the Association President at the beginning of each school year and be available upon request to the Association President. Seniority shall be granted for permanent part-time ParaEducators as follows: part-time ParaEducators will be given one-half (1/2) year of credit for each full year of continuous part-time work. This provision will be retroactive for permanent part-time ParaEducators beginning with the 1993-1994 school year. Implementation of this provision will occur when a Reduction in Force (RIF) occurs.

Article IV: Grievance Procedure

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to problems which may, from time to time, arise affecting the welfare or working conditions of ParaEducators. Both parties agree that proceedings shall be kept as informal and confidential as may be appropriate.

A. Definitions

1. Grievance: A claim by a Bargaining Unit Member, a group of Bargaining Unit Members or the Association, that there has been a violation, misinterpretation or misapplication of the terms of this Agreement.
2. Grievant: The person, persons, or the Association making such claim.
3. Day: School days, except that after the close of the school term, "day" shall mean weekdays.
4. Immediate Supervisor(s): The person(s) to whom the Bargaining Unit Member is/are officially responsible to and assigned as determined by the Division

Chair/Administrator in charge. The immediate supervisor(s) is/are the person(s) who typically spend(s) the greater amount of time with the ParaEducators in his/her daily work.

5. Division Chair: The supervising administrator of the department/division in which the grievance occurs.
6. Principal: The Principal of Lyons Township High School District 204.
7. Superintendent: The Superintendent of Lyons Township High School District 204.

B. Procedures

The parties hereto acknowledge that it is incumbent upon the ParaEducator and his/her immediate supervisor to resolve problems through free and informal communications. When requested by the ParaEducator, an Association representative may accompany the ParaEducator in order to assist in the informal resolution of the grievance. Nothing contained herein shall be construed as limiting the right of any ParaEducator having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted, provided the resolution agreed to is not inconsistent with the terms of this Agreement.

1. **Level One** The formal grievance procedure begins when the ParaEducator or the Association presents the grievance in writing to the Division Chair. The grievance statement must specify the nature of the grievance, section of this Agreement which has been violated, and the remedy sought. Such grievance shall be submitted within twenty (20) days of the occurrence or knowledge of the event giving rise to the grievance. The supervisor shall arrange for a meeting to take place within five (5) days after receipt of the grievance statement. The grievant, Association representative or immediate supervisor may invite the person or persons of his/her choice to meet with the supervisor to help settle the grievance. If the aggrieved does not request representation from the Association, the Association shall be made aware of the meeting and be allowed to attend the meeting. The supervisor shall provide a written answer to the grievance together with the supporting reasons therefore. Copies shall be given to the grievant, the Association and to the Superintendent within three (3) days after the meeting.
2. **Level Two** If the grievance is not resolved at Level One, or if no decision has been rendered within three (3) days after the meeting at Level One, the grievant or Association may appeal to the Principal of the building (or his/her designee) in which the grievance is alleged to have occurred. The appeal must be in writing and must include the original written grievance to the supervisor, a copy of the supervisor's written response, and statement why the response does not resolve the grievance within (5) days. The Principal (or his/her designee) shall thereafter schedule a meeting with the grievant, the Association, the supervisor, and the person or persons chosen by the grievant within five (5) days of receipt of the grievance. Within three (3) days after such meeting, the Principal shall issue a written decision, including the reasons upon which the decision was based, with copies furnished to the grievant, the Association, and the immediate supervisor.
3. **Level Three** If the Principal's (or his/her designee's) response does not resolve the grievance, the grievant shall have five (5) school days in which to appeal in writing

to the Superintendent. This appeal shall include copies of all written documents exchanged to the point of the Level Three appeal and a written statement of rationale as to why the Principal's response does not constitute resolution. The Superintendent shall have five (5) school days to schedule a meeting between the grievant and his/her Association representative and the Superintendent (or his/her designee). The Superintendent (or his/her designee) shall have ten (10) school days after the meeting to respond in writing.

4. **Level Four** Should the grievance still not be resolved at Level Three, the grievant shall have five (5) school days from delivery of the Superintendent's (or his/her designee's) written response to appeal to the Board. This appeal shall be in writing, addressed to the secretary of the Board of Education and shall include all written documents exchanged through Level Three in addition to a statement of rationale detailing why the Superintendent's (or his/her designee's) response does not constitute resolution. Within ten (10) school days, the Board of Education (or its designee(s)) will schedule a meeting between the Board (or its designee(s)) and the grievant and grievant's Association representative to hear argument and gather information from appropriate sources. Within ten (10) school days of the hearing or within five (5) school days of the next scheduled Board meeting following the hearing, whichever is later, the Board (or its designee(s)) shall respond in writing to the grievant and Association.
 5. **Level Five** In the event the grievance is not resolved, the Association may, on behalf of the grievant, within fifteen (15) school days, submit the grievance to binding arbitration through the American Arbitration Association (AAA). The arbitrator shall rule only on the alleged violation and shall have no power to alter the terms and/or conditions of this Agreement or the working conditions of ParaEducators covered by this Agreement. Each party shall bear 50% of the full cost of arbitration, except that each party shall bear full cost for any transcripts of the proceeding it requests.
- C. Provided both parties agree in writing, Levels One, Two, or Three of the grievance procedure may be bypassed and the grievance brought directly to the next level.
 - D. A grievance may be withdrawn at any level without establishing precedent. The grievant or Association must notify the Superintendent in writing if a grievance has been withdrawn.
 - E. The parties agree that the time allowed to process grievances is adequate. If the Grievant or Association for whatever reason fails to process a grievance in the time specified herein, the grievance is deemed to be conclusively resolved in favor of the District. Time limits may be extended by mutual agreement.
 - F. No ParaEducator covered by the terms of this Agreement shall have any individual right outside of the Association to process a grievance beyond Level Four of the grievance procedure.

- G. No reprisals shall be taken by the employer against any ParaEducator because of the ParaEducator's participation or refusal to participate in a grievance.
- H. All documents, communications, and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.

Article V: Management Rights

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois, and of the United States, including, but without limiting the generality of the foregoing right:
 - 1. to hire all ParaEducators and determine their qualifications; to assign, schedule, promote, demote, transfer, layoff, discipline and discharge non-probationary ParaEducators for just cause;
 - 2. to relieve ParaEducators from duty because of lack of work, lack of funds, job abandonment, or other legitimate reasons;
 - 3. to manage the District and direct the work of ParaEducators in the manner it determines to be in the best interests of the District;
 - 4. to determine the work to be performed by the ParaEducators, the size of the work force, and the manner in which the work is to be performed;
 - 5. to establish and enforce reasonable rules, policies and practices applicable to ParaEducators, and to determine the penalty for violation(s) thereof;
 - 6. to subcontract work as it deems necessary;
 - 7. to establish new positions and make changes in the content of, or eliminate existing jobs; and/or
 - 8. to choose, control and direct supervision of ParaEducators.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board may not contravene or be contrary to the provisions of this Agreement.
- C. Each ParaEducator shall submit to the Human Resources Office, in writing, by March 1 of each year, a statement of intent to return to his/her position beginning with the first Institute Day in the next school year or at the time required by the Board of Education. A template letter is available for use by ParaEducators in the Staff Workroom on the LTHS website under ParaEducators. (See Appendix B.)
- D. A notification of resignation shall be submitted to a ParaEducator's supervisor with copies to the Principal (or his/her designee) and Superintendent (or his/her designee) at least two (2) weeks prior to the effective date of the resignation.

Article VI: Association Rights

A. Board Minutes - Association Copies

A copy of all regular and special public Board minutes shall be mailed to, emailed to, or placed in the mailbox of the President of the Association as soon as possible after approval.

B. Payroll Dues Deductions

Payroll deductions for the Local Association, Illinois Education Association, and National Education Association dues shall be made on a Board of Education approved authorization form supplied by the Association and signed by a newly enrolled member. (See Appendix C.)

Upon receiving the written notice of authorization contained in Appendix C, the District shall commence dues deductions as soon as practicable, but in no case later than thirty (30) days after receiving notice. Employee deductions shall be transmitted to the Association no later than thirty (30) days after they are deducted.

The District shall rely on information provided by the Association regarding whether dues deductions were properly authorized, revoked, canceled, or changed, and the Association shall indemnify the District for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on that information.

C. Notices to Association President, Membership Chairperson and Treasurer

Names and addresses of newly hired ParaEducators shall be provided to the Association President, Membership Chairperson, and Treasurer within five (5) working days after Board approval.

The District shall provide the Association President and Membership Chairperson, in an electronically editable format, all bargaining unit members' employee information as specified under 115 ILCS 5/3(c)(2). The Association shall receive this information by October 1st each school year and monthly thereafter.

D. New Hire Association Orientation and Meetings

According to 115 ILCS 5/3(c)(1)(C), the Association has the right to meet with newly hired employees, without charge to pay or leave time, on the District's premises for up to one (1) hour either within the first two (2) weeks of employment or at a later date if mutually agreed upon. This meeting shall be conducted in a manner so as not to impede normal operations.

E. ParaEducator Input

Should opportunities arise for ParaEducators to be included on a committee or focus group, the Association President will be consulted as to the individuals designated to represent the ParaEducators. If the purpose of the committee is to engage in collective bargaining, then the Association shall designate the individuals to represent the ParaEducators.

F. Notification of Information Requests

As soon as practicable after receiving a request for any information prohibited from disclosure under 115 ILCS 5/3(d), excluding a request from the Association, the District shall provide a written copy of the request, or a written summary of any oral request, to the Association. The District shall provide a copy of any response it has made within five (5) business days of sending the response to any request.

Article VII: Personnel File

- A.** The official personnel file of each ParaEducator shall be maintained in the District's Human Resources Office.
- B.** A ParaEducator shall have the right to examine his/her personnel file and to have a representative of the Association accompany him/her in such review. Such review shall be during normal business hours and shall be preceded by reasonable notice of intent to review. A representative of the Board or administration may be present during such review. Nothing shall be permanently removed from the official personnel file except by consent of the Board and the ParaEducator.
- C.** Upon request of the ParaEducator, the Employer will reproduce any materials in the ParaEducator's personnel file.

Article VIII: Lay-Offs, Reductions, Recalls, Post-Interview Procedures, ParaEducator Protection, Employment Procedures, and Absence Reporting Procedures

A. General RIF Procedures

The Board, in its sole discretion, shall determine whether a reduction in force is necessary, which decision shall not be made in an arbitrary or capricious manner. Before the Board makes any reduction in personnel, the reduction shall be communicated to the Association in writing.

Notification of layoff shall be in conformity with current law. In no case shall a new ParaEducator be employed by the Employer while there are temporarily laid-off Bargaining Unit Members qualified for a vacant or newly created position.

Bargaining Unit Members whose positions have been eliminated due to reduction in work force or who have been affected by a layoff/elimination of position shall have

the right to assume a position, regardless of classification, for which they are qualified, which is held by a less senior Bargaining Unit Member.

B. Recall

Bargaining Unit Members who are laid off shall be placed on a recall list until the first day of October of the second school year following layoff notice. ParaEducators on the recall list have the obligation to keep the District advised in writing of their current addresses. If there is a vacancy which the District decides to fill, ParaEducators who are on the recall list shall be recalled in the inverse order of their layoffs by certified or registered mail.

If an Employee is recalled to a Bargaining Unit Member position in the same job classification and refuses it or fails to respond to a notice of recall within ten (10) days of receipt, further recall rights terminate.

C. Fringe Benefits/Laid-Off ParaEducators

Laid-off Bargaining Unit Members' insurance will continue at Board cost through the last day of the month in which they are laid-off. The Board of Education will permit employees, their spouses and dependents to elect COBRA continuation coverage in the Board's health insurance program at their own expense as required by federal law.

D. Recall Rights and Procedures

Laid-off Bargaining Unit Members, when recalled, shall be recalled in inverse order of layoff.

E. Laid-Off Employees/Substitution

A laid-off Bargaining Unit Member shall, upon application and at his/her option, be granted priority status on the job classification ParaEducator substitute list according to his/her seniority.

E. Employment Notification Procedures

1. Notification of vacancies and newly created Bargaining Unit Member positions shall be posted in the main offices of both campuses and on the official District website within seventy-two (72) hours of availability. The vacancies shall be posted for a minimum of five (5) working days. All postings shall state the necessary qualifications.
2. As part of their evaluation process and part of their annual reviews, ParaEducators will discuss their assignments with their supervisors who are responsible for their assignments.
3. The Human Resources Office will provide the Association President a copy of the memo from the monthly Board packet which identifies new ParaEducators, effective dates of employment, assignments including campus, and rates of pay on the day following the regularly scheduled Board meeting at which such action was taken.

4. When ParaEducator position vacancies arise during the summer months, the following steps will be taken to fill these vacancies.
 - a. During the summer, the Human Resources Office will initially post vacancy notices on the official LTHS website for all ParaEducators with more than one (1) year of experience with the District. Interested candidates must apply for these positions in writing (by letter or e-mail) in order to be granted an interview.
 - b. If no ParaEducators with more than one (1) year of experience apply for a vacancy which opens during the summer, the Human Resources Office will review the list of first year ParaEducators who were separated from the District the prior spring. The individual with the most seniority on this list will be offered the vacant position first. If he/she refuses to accept this position, the Human Resources Office will offer the vacant position to the next most senior ParaEducator on the seniority list. This process will continue down the list until a ParaEducator accepts the position. Any first year ParaEducator who refuses an offered position loses his/her rights of recall. If no first year ParaEducator accepts the vacant position, it will be posted for other internal and/or external candidates.

G. Post-Interview Procedures

ParaEducators who apply for positions in the District will receive notification from the Human Resources Office acknowledging receipt of their letters of interest for a posted vacant position. After the interview process, ParaEducators will receive acknowledgment of their interview status indicating whether or not they were selected for the position. ParaEducators may receive very general feedback regarding their interviews in terms of how they might strengthen their candidacy.

H. Involuntary Transfer

When the Administration determines that the best interests of the school District require involuntary transfers, such transfers shall be made by considering length of service to the District, qualifications, evaluations and education. Involuntary transfers shall not be used for discipline without just cause.

I. Training and Communication

ParaEducators shall have the opportunity to receive training and information during their contractual work year about their assignments prior to the first day of student attendance or prior to working with students in their assignment. Special Education staff will be available to ParaEducators during the opening of school work days, as well as throughout the year to provide assistance. ParaEducators assigned to schedules within a regular education setting should contact their supervisor during the opening of school work days to schedule a time to discuss the assignment, if needed.

Where possible, the District will provide forty-eight (48) hours' notice in advance of a new assignment or change in schedule.

J. ParaEducator Protection

1. Any cause of assault upon a Bargaining Unit Member while in the course of his/her duties must be reported promptly by the Bargaining Unit Member to his/her division chairperson and/or immediate supervisor both of whom will so advise the Principal (or his/her designee) who will subsequently report the assault to the Superintendent (or his/her designee) as Board designee.
2. The Board shall provide legal counsel selected by the Board to advise the Bargaining Unit Member of his/her rights and obligations with respect to such assault and shall render all reasonable assistance to the Bargaining Unit Member in connection with the handling of the incident by law enforcement and judicial authorities.
3. ParaEducators are responsible for exercising reasonable care and caution, and otherwise adhering to the District's reasonable safety directives. The Board is not responsible for the loss or damage to personal property except in the following circumstances: civil commotion, concerted student violence, and/or vandalism. In such instance(s), the Board will reimburse a ParaEducator for loss or damage of personal property while in the course of his/her duties in an amount not to exceed five hundred (\$500.00) dollars or the ParaEducator's insurance deductible, whichever is less. Any claim submitted under this Section must be at least twenty (\$20.00) dollars. The Board will reimburse the ParaEducator upon submission of documentation deemed appropriate by the Administration.

K. Long-Term Temporary ParaEducator Positions

1. The District shall provide long-term substitute assistance for critical ParaEducator positions when the regular ParaEducator is off work due to extended illness, injury, or approved leave of absence.
2. The District will pay long-term temporary ParaEducators (in the same assignment for 15 or more consecutive days) the year 1 daily rate of a substitute teacher.
3. Long-term temporary ParaEducators shall not accrue seniority within the Bargaining Unit. Long-term temporary ParaEducators may be laid-off or terminated by the District as its sole discretion and such termination or layoff shall not be the subject of any grievance. A long-term temporary ParaEducator shall become a member of the Lyons Township High School ParaEducators Association at the conclusion of the eighteenth (18th) week of employment.

L. Defense and Indemnification

The Board shall provide legal counsel selected by the Board and shall render all necessary assistance to the Bargaining Unit Member in his/her defense when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board.

M. Maintenance of Wages for Court Appearances

Deductions in the salary of a Bargaining Unit Member shall not be made in connection with court appearance or time required in consultation with the State's Attorney's office or private counsel to prepare a case for litigation arising under the provisions of this Article.

N. Absence Reporting Procedures

- a. Employees are to follow established procedures by calling or going online to the substitute management system to report all absences. Said procedures shall be annually reissued to all employees at the start of the school year.
- b. For an employee who does not have internet access, he/she shall call the substitute management system's toll free number or the Substitute Coordinator. All employees shall receive notification of the direct number for the Substitute Coordinator at the beginning of the school year.
- c. Absences created after 7:00 a.m. on the day of the absence must be reported to the Substitute Coordinator.
- d. Employees experiencing emergencies while en route to work shall call the Substitute Coordinator as soon as practicable to report such incidents.

Article IX: No Strikes

During the period that this Agreement is in effect, the Association hereby agrees not to strike or engage in, support or encourage any concerted refusal to render full and complete services in the school district.

Article X: Compensation and Fringe Benefits

- A.** The schedules for compensation are contained in Appendix A for 2021-2022, 2022-2023, 2023-2024, and 2024-2025.

For the 2021- 2022 school year, all returning ParaEducators shall receive an increase of three dollars and twenty-five cents (\$3.25) to their 2020-2021 hourly rate as reflected in Appendix A. For the 2022-2025 school years, the dollar value of the cells will increase by three and three-quarters percent (3.75%) each year.

1. Hourly Wage Table Placement (New Hires)

The District will employ new ParaEducators at the established hourly rate (See 2021-2025 Hourly Wage Table, Appendix A.).

In the event the hourly rate of pay for a position requires special consideration, the Director of Human Resources will work with the Association President(s) to arrive at an appropriate salary; however, final discretion remains with the District. Final salary decisions shall be communicated to the Association President(s) in writing.

2. For the purposes of clarifying movement on the Hourly Wage Table for any school year during this contract, the names of the Bargaining Unit Members and their respective salaries shall be given to the Association President(s) by September 1. An amended list of hourly wages shall be provided to the Association President(s) by January 15.

B. Credit for Prior Experience

Newly hired ParaEducators will receive step credit for up to 5 years of prior experience as a ParaEducator or a teacher. To receive this credit, the experience must have been full-time and at an accredited public or private school. ParaEducators will not receive credit for partial years' experience. Verification of employment from prior employers may be required.

This step credit for prior experience will also be given to current ParaEducators who have prior full-time ParaEducator or teaching experience at an accredited public or private school. They will not receive credit for partial years' experience, and they will not receive additional credit if they were already given credit for prior experience.

As an example, if a current ParaEducator is on step 3 of the wage schedule and has 4 years of prior experience as a ParaEducator or teacher, they will move to step 7 on the wage schedule. The movement will be effective the first pay period after ratification. Human Resources will notify the ParaEducators for whom the District has records of prior experience and will inform them of their new step placement within two weeks after ratification. Any ParaEducator who believes they are entitled to step credit but who is not notified by Human Resources within two weeks after ratification will have an additional two weeks to notify Human Resources that they believe they are entitled to step credit. Human Resources will then determine whether step credit is appropriate. Verification of employment from prior employers may be required.

C. Fringe Benefits

1. Employment Year

The employment year shall include all student attendance days (no less than 180 days) plus any other days when requested by the Board of Education. When attendance of ParaEducators is not required for a scheduled District Institute Day, Human Resources will collaborate with the Association to choose which Institute Day members will not attend. In all cases, ParaEducators are paid only for hours worked except as provided under sick and personal leave. Each semester a ParaEducator has the option, with approval of her/her supervisor, to be released from work on either personal leave time or pay deduct time, the remainder of one full work day (seven (7) hours) during the non-student attendance portions of final examination days. A thirty (30) minute lunch break and two (2) fifteen (15) minute

breaks shall be deducted from the requested personal leave time or pay deduct, provided that the employee has not taken the breaks or lunch during the student attendance portion of the exam day.

2. Insurance Coverage

All eligible ParaEducators will be included in the District's PPO/Blue Choice Select medical/dental/vision insurance plans, as approved by the Board of Education, and as provided to the Lyons Township Education Association. ParaEducators must work at least twenty-five (25) hours per week to be eligible for health insurance coverage.

Two (2) members of the LTPA chosen by the Association shall be included on the District Insurance Committee.

a. The ParaEducator/Employer contribution percentages are as follows.

PPO/Blue Choice Select	2021-2025
Single	
Employee	22%
Board	78%
Employee + 1	
Employee	22%
Board	78%
Family	
Employee	22%
Board	78%

b. Other Benefits

1. The Board will provide flu inoculations at no cost to the Bargaining Unit Member.
2. The Board will provide tuberculosis (TB) skin tests at no cost to the Bargaining Unit Member.
3. In the event a Bargaining Unit Member does not choose the District insurance plan, a routine PSA test shall be paid at the LaGrange Memorial Hospital rate.
4. In the event a Bargaining Unit Member does not choose the District insurance plan, a routine mammogram shall be paid at the LaGrange Memorial Hospital rate.
5. Vision insurance, excluding laser surgery vision correction, will be a component with all employees receiving single coverage for the vision component.

3. Life Insurance

The Board shall provide each Bargaining Unit Member a term life insurance policy with accidental death and dismemberment coverage in the amount of \$30,000. All

life insurance coverage terminates on the last day of employment. Life insurance commences on the first day of the month following employment as currently outlined in the District's Life Group Insurance Plan.

4. Early Retirement Insurance

A retiree who has reached the age of fifty-seven (57) years with a minimum of twenty (20) consecutive years of experience with the District will receive \$3,000 per year for single, employee + 1, or family insurance coverage until the employee reached the age of Medicare eligibility.

5. Termination of Insurance

Health insurance coverage terminates as follows and as defined in the District's Medical/Plan Document and Summary Plan Document:

- a. on the last day of the month during which employment terminates unless all premiums have been paid in-full by the twentieth (20) pay period then termination shall be on August 31;
- b. upon retirement or in the event of disability, and the ParaEducator has applied for and has been granted disability status under the terms of the Illinois Municipal Retirement Fund, the ParaEducator will be permitted to retain coverage under the basic hospital plan as required by Public Act 86-1444 relating to municipal employees' continuance privilege; or
- c. in the event of the ParaEducator's death while insured, the insurance on dependents will continue for a period of ninety (90) days, at which time it will automatically be cancelled; and the ParaEducator's spouse and/or children who have not yet reached age, may access the District's insurance at the established COBRA rates.

6. Twelve-Month Coverage

The Board-provided insurance shall be for twelve (12) consecutive months.

7. Longevity

ParaEducators who have worked in the District for fifteen (15) consecutive years or more shall receive a longevity payment. A ParaEducator who received an overall *Does Not Meet* rating on his/her most recent annual evaluation, shall not be eligible for a longevity payment. The payments are added after the ParaEducator's annual salary is calculated. The annual payments will not be cumulative. The longevity payments are as follows.

15 to 19 Consecutive Years Worked at LT	20 to 24 Consecutive Years Worked at LT	25 Consecutive Years and Thereafter
\$350	\$450	\$500

8. School Related Travel

- a. ParaEducators shall be paid the IRS approved rate for mileage when school related travel is requested of ParaEducators by their supervisors/administrators in order to perform their assigned duties for the District.
- b. Commuting (inter-campus) Bargaining Unit Members shall be paid for travel according to District guidelines.
- c. By the end of the first week of each school year, the Human Resources Office will send notification to all ParaEducators of their eligibility and stipend amount for commuters. By the end of the first week of school, the Human Resources Office will send a notification to ParaEducators who commute and to their supervisors that, if their commute is during periods in which they are assigned, they may have to leave their campus assignments early or arrive at campus assignments late.

9. School Closing - Leave Days

When District schools and school offices are officially closed by the Superintendent, no sick days or personal days previously arranged by a ParaEducator will be deducted for such emergency days. In such instances ParaEducators shall be compensated at their regular full day rate.

10. Professional Development

District in-service programs may be planned by an in-service committee. Programs may be scheduled subject to Board approval. Professional development programs may be planned by professional development committees. The Board of Education reserves the right to identify and to provide professional development programs for ParaEducators. All professional development programs are subject to available funding.

11. Personal/Professional Days

- a. The Board will grant two (2) personal leave days at full pay to each full-time Bargaining Unit Member for personal business. Such leave days are non-accumulative as personal leave; however, unused personal leave shall be added to accumulated sick leave days. Personal leave days shall be arranged with the Principal (or his/her designee) prior to their use whenever possible. Except in extenuating circumstances (which must be discussed with the Director of Human Resources), these days shall not be taken on days immediately prior to or following school holidays, nor shall they be taken on the first two (2) or last two (2) work days of the school year. For regular part-time employees, personal leave days will be pro-rated to one (1) day at the equivalent number of hours the ParaEducator works during a normal work day. For example, if the ParaEducator works four (4) hours a day, he/she shall receive four (4) hours of personal leave time.
- b. The Board and the Association agree that professional opportunities for the Bargaining Unit Member are a critical component to school improvement.

- c. ParaEducators may, with the approval of the appropriate Division Chair and Director of Human Resources, take courses (or other professional development opportunities) related to their current professional duties. The amount allocated for tuition, books, etc., related to those courses annually shall be one hundred twenty-five dollars (\$125.00) per ParaEducator. If unused, said amount shall accumulate year to year to a maximum of five (5) years/six hundred twenty-five dollars (\$625.00).

12. Holidays

Non-Probationary ParaEducators will receive ten (10) paid holidays per year. A tentative list of dates designated as holidays will be communicated to the LTPA by June 1 of the preceding school year.

The exact day of each holiday will be that date shown on the official school calendar as the day of observance. To be eligible for holiday pay, the ParaEducator must have worked all scheduled hours (except in extenuating circumstances as approved by the Director Human Resources) on the scheduled workday immediately prior to the holiday and the scheduled workday immediately following the holiday unless

- a. the ParaEducator is on continued sick leave verified by a physician's note; or
- b. the ParaEducator has a signed doctor's verification of illness on either of the two (2) days so described.

Paid holidays for regular part-time ParaEducators will be the same number of days as those for full-time ParaEducators at the equivalent number of hours the ParaEducator works during a normal work day, provided probationary guidelines have been met.

13. Rest Periods

Each full-time (6.0 or more hours) ParaEducator will be given two (2) fifteen (15) minute rest periods per day and one (1) non-paid, thirty (30) minute, duty-free lunch coordinated with and mutually agreed upon by the employee and the supervisor/Division Chair. Regular part-time Employees will receive one (1) fifteen (15) minute rest period. A thirty (30) minute non-paid, duty-free lunch will be provided for part-time employees working four (4) hours or more.

14. Sick Leave

- a. Each ParaEducator shall be entitled to twelve (12) sick days each school year with full pay. Sick leave shall be defined as personal illness of the ParaEducator, quarantine at home, or serious illness or death in the immediate family or household. Immediate family shall include parents, spouse, siblings, children, grandparents, grandchildren, in-laws and legal guardians.

- b. Sick leave as defined herein may accumulate to a total of one hundred eighty (180) school days only and to two hundred forty (240) days only for purposes of accruing additional credit for IMRF retirement.
- c. Each regular part-time ParaEducator who works twenty-five (25) hours or more per week shall be entitled to twelve (12) days sick leave pro-rated at the equivalent number of hours the ParaEducator works for that period of time. For example, if a ParaEducator works five (5) hours each day, he/she will be pro-rated sixty (60) hours of sick leave. Each regular part-time ParaEducator who works less than twenty-five (25) hours per week shall be entitled to ten (10) days sick leave pro-rated at the equivalent number of hours the ParaEducator works for that period of time.

15. Family and Medical Leave Act (FMLA)

The Board will implement the required provisions of the Family and Medical Leave Act (FMLA) effective February 5, 1994. The Human Resources Office will provide the Association president a copy of the memo from the monthly Board packet, which identifies LTPA members who have been approved for FMLA leave on the day following the regularly scheduled Board meeting.

16. Association Leave and Release Time

- a. The Board will grant up to four (4) days to the Association for leave with no loss of pay. Two (2) days with a Board-paid substitute teacher and two (2) days with an Association-paid substitute ParaEducator, if a substitute ParaEducator is required.
- b. The President or Association Co-Presidents shall each be granted one (1) release period per day in order to conduct Association business.

17. Jury Service and Other Related Appearances

Any ParaEducator called for jury duty, or who is subpoenaed to testify during work hours on matters related to their employment by the District, shall be paid their full compensation.

18. Payroll Procedures

- a. Paydays shall be the 5th and 19th of each month. Should the 5th or 19th fall on a holiday or weekend, the payday shall be the last working day prior to such holiday or weekend, excepting the situation where the first payday of January occurs during winter break. Payday for such occurrence shall be January 2. The last paycheck shall be paid on the last working day of the school year.
- b. All ParaEducators will have twenty-four (24) pay periods, except that ParaEducators who currently are paid over twenty (20) pay periods will grandfathered and shall continue to be paid over twenty (20) pay periods.

19. Worker's Compensation

The District shall provide worker's compensation benefits to all ParaEducators as required by State law. It is the responsibility of each ParaEducator to immediately notify the school nurse, his/her Supervisor, or a building Administrator of involvement in an incident, which may result in a worker's compensation claim.

20. L.I.F.E. Skills Student Support

ParaEducators working with students with profound disabilities shall earn a \$400 stipend at the end of each semester, providing they work with that student for one (1) to three (3) periods per day. Any ParaEducator who works with such students for four (4) or more periods a day shall receive a \$600 stipend at the end of each semester. For the purpose of this section, examples of students with profound disabilities may include students who require one or more of the following services: bathroom assistance, feeding, diapering, swimming assistance or lifting. Eligibility for the stipend will be determined by the Director of Special Education and the Director of Human Resources and is not subject to the grievance process. Human Resources will provide the Association with a list of staff members who are receiving the stipend.

21. Health Office ParaEducator Stipend

A ParaEducator assigned full-time to the health office designated as a License Practical Nurse (LPN) or Registered Nurses (RN) shall earn a stipend of \$750 at the end of each semester. A non-licensed ParaEducator assigned full-time to the health office shall earn a stipend of \$400 at the end of each semester.

22. ParaEducators Driving Vans/Buses

ParaEducators who hold a valid Illinois school bus permit and who are assigned by Administration to drive vans/buses shall earn \$100 stipend at the end of each semester.

23. Structured Study Period

ParaEducators may be assigned to supervise a twenty-five (25) minute structured study period on each student attendance day as determined by the Administration. Supervision of a structured study period includes taking attendance, facilitating student movement to various locations, and monitoring student behavior. ParaEducators who are assigned to supervise a structured study period will be paid \$10 for the study period.

Article XI: Substituting Procedures For ParaEducators

- A.** Except in extenuating-circumstances, substitutes for ParaEducators shall be hired only as required by law and shall be paid the beginning prevailing wage as determined by the Board of Education.
- B.** Bargaining Unit Members covered by this Agreement who hold an Illinois Professional Educators License (PEL) or Educator License with Stipulations (ELS) endorsed as a professional educator and work under the direct supervision of a licensed teacher may, when that teacher is absent, be given the opportunity to serve as the regular substitute teacher for that day/period at the District's discretion. In certain instances and with prior approval by the Director of Human Resources, a ParaEducator who holds a substitute teaching license may be allowed to serve as the regular substitute teacher when the classroom teacher is absent.
- C.** During the first year of employment, ParaEducators who hold appropriate teacher licensure as defined above will be paid at the first year substitute teacher pay rate as established by the Board of Education. From the second year of employment and thereafter, ParaEducators who hold appropriate teacher licensure and who have served as substitute teachers for at least one (1) full school year (September through June) will be paid at the highest overall prevailing substitute rate as established by the Board of Education or their ParaEducator hourly rate whichever is greater.
- D.** A ParaEducator who holds appropriate teacher licensure as defined above and who substitutes as a licensed teacher will be paid according to the following.
 - 1. First Year as Licensed Teacher Substitute: New Substitute Teacher Rate or their ParaEducator current hourly rate whichever is greater.
 - 2. Second Year and beyond as Licensed Teacher Substitute: Returning Substitute Rate or their Paraeducator current hourly rate whichever is greater.
 - 3. Any substitute pay earned during the last four (4) weeks of the current school year shall be paid by June 30 of that school year.
- E.** The following are substituting procedures for ParaEducators. These procedures are intended to be guidelines for licensed staff and ParaEducators who may have the opportunity to function as substitutes for the District. As with all guidelines and procedures, extenuating circumstances may modify the extent to which these procedures may be followed. Prior to implementation, the Human Resources Office may speak with staff to whom these guidelines/procedures pertain.
 - 1. ParaEducators who hold an appropriate teacher licensure as defined above must indicate their interest in serving as a classroom substitute teacher in writing to the Director of Human Resources no later than September 1 of each school year. The Director of Human Resources will review the list of interested ParaEducators and determine which ParaEducators are eligible based on the guidelines listed in subsections 2 and 3. If the Director of Human Resources determines that a ParaEducator will no longer be allowed to serve as a substitute, he/she shall meet

with the Association Co-Presidents to discuss the District's rationale for such decision.

2. In the event the regular, licensed teacher is absent during a period, the assigned Program ParaEducator, if properly licensed as defined above, may assume substituting responsibilities at the District's discretion.
3. To maintain consistency for students with special needs who require the assistance of a one-on-one ParaEducator or direct support ParaEducator, one-on-one ParaEducators and direct support ParaEducators may not assume substituting responsibilities unless given prior approval by the Director of Human Resources.

Article XII: ParaEducator Evaluation

- A. When the District determines changes to the evaluation plan are necessary, the District shall establish and evaluation committee shall be established to examine the current evaluation process and make recommendations for any changes. The committee shall be comprised of the Director of Human Resources, the Special Education Division Chair, an additional LTHS administrator and three (3) ParaEducators, selected by the President or Co-President of the Association. The goal of this committee will be to make recommendations for changes to the evaluation plan to the Superintendent.

B. Full Knowledge of Evaluation

1. During the first week of April, a formal evaluation form will be made available to each ParaEducator based on his/her work to date, and evaluation shall be conducted by the ParaEducator's immediate supervisor(s) in person and with the full knowledge of the ParaEducator. The immediate supervisor(s) is/are the person(s) to whom the Bargaining Unit Member is/are officially responsible and assigned as determined by the Division Chair/Administrator in charge. The immediate supervisor(s) is/are the person(s) who typically spend(s) the greater amount of time with the ParaEducators in his/her daily work. The immediate supervisor(s) discuss(es) job expectations and goals with the Bargaining Unit Member. In the event that a ParaEducator has more than one (1) supervisor, each supervisor shall submit his/her own evaluation of said ParaEducator.

C. Post- Evaluation Conference and Procedure

1. Evaluations shall be documented in writing, a copy given to the ParaEducator, and a conference shall be scheduled between April 15-May 1. If the ParaEducator disagrees with the evaluation or wishes to respond to it, he/she may submit a written response which shall be attached to the file copy of the evaluation in question. If a supervisor believes a ParaEducator is doing unacceptable work, the reasons therefore shall be written in specific terms, as shall an identification of the specific ways in which the ParaEducator is to improve and the assistance to be given to the ParaEducator towards that improvement.
2. In no case shall the ParaEducator's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that said contents have

been discussed. The aforementioned statement shall appear on all evaluations under the signature line of the employee.

3. The final evaluation document shall be placed in the ParaEducator's personnel file by May 10.

Article XIII: Discipline or Dismissal

No non-probationary ParaEducator shall be formally disciplined without just cause. Formal discipline includes formal written warnings, formal suspension with or without pay, formal written reprimand, and termination.

In the event that formal discipline is undertaken, the following due process shall be observed.

- A. Written notice of the specific grounds forming the basis for such action will be delivered to the non-probationary ParaEducator and the Association prior to such action; and
- B. A conference between the non-probationary ParaEducator and the appropriate administrator will be held prior to taking such action. The non-probationary ParaEducator will have the right at his/her discretion to have an Association representative present at this conference.

Article XIV: Duration and Term of Agreement

This Agreement shall become effective upon ratification by the Association and adoption by the Board, and remain in effect until 12:00 a.m. June 30, 2025, except that hourly wages shall be retroactive to the first work day of the 2021-2022 school year. Thereafter, this Agreement shall automatically renew itself for an additional (1) year period, unless either party sends the other a written notice of its desire to amend or terminate the Agreement by certified mail at least sixty (60) but not more than one hundred eighty (180) days prior to June 30, 2025, or prior to the end of any additional one (1) year period.

Article XV: Miscellaneous Provisions

- A. **Non-Discrimination** In the application of the terms and conditions of this Agreement, neither the Board nor the Association will discriminate against any ParaEducator on the basis of race, creed, color, marital status, sex, age, national origin or disability as defined under the Americans with Disabilities Act.
- B. **Good Faith** Good Faith bargaining is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to endeavor sincerely to reach agreement on items being negotiated.

- C. Validity** In the event that any provision of this Agreement shall at any time be declared invalid by any court or through government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.
- D. Entire Agreement** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are wholly set forth in this Agreement. This Agreement may be altered only through the mutual consent of these parties by written and signed amendment to this Agreement.

Article XVI: Signatures

LTPA

By J. Moody
President

By Elizabeth C. Walters
Secretary

Date Mar 17th, 2022

BOARD OF EDUCATION

By Kaw A. Sullivan
President

By Michael Thomas
Secretary

Date March 21, 2022

APPENDIX A.
Hourly Wage Table

<u>2020-2021</u> <u>Hourly Rate</u>	<u>2021-2022</u> <u>Hourly Rate</u>	<u>2022-2023</u> <u>Hourly Rate</u>	<u>2023-2024</u> <u>Hourly Rate</u>	<u>2024-2025</u> <u>Hourly Rate</u>
				\$19.83
			\$19.35	\$20.08
		\$18.89	\$19.60	\$20.34
	\$18.45	\$19.14	\$19.86	\$20.60
\$15.45	\$18.70	\$19.40	\$20.13	\$20.88
\$15.78	\$19.03	\$19.74	\$20.48	\$21.25
\$16.11	\$19.36	\$20.09	\$20.84	\$21.62
\$16.45	\$19.70	\$20.44	\$21.21	\$22.00
\$16.74	\$19.99	\$20.74	\$21.52	\$22.32
\$17.10	\$20.35	\$21.12	\$21.91	\$22.73
\$17.37	\$20.62	\$21.40	\$22.20	\$23.03
\$17.66	\$20.91	\$21.69	\$22.50	\$23.35
\$18.07	\$21.32	\$22.12	\$22.95	\$23.81
\$18.49	\$21.74	\$22.55	\$23.40	\$24.27
\$18.83	\$22.08	\$22.91	\$23.77	\$24.66
\$19.26	\$22.51	\$23.35	\$24.22	\$25.13
\$19.55	\$22.80	\$23.66	\$24.55	\$25.47
\$19.77	\$23.02	\$23.88	\$24.78	\$25.71
\$20.08	\$23.33	\$24.20	\$25.11	\$26.05
\$20.37	\$23.62	\$24.50	\$25.42	\$26.38
\$21.06	\$24.31	\$25.22	\$26.17	\$27.15
\$21.80	\$25.05	\$25.99	\$26.96	\$27.97
\$22.56	\$25.81	\$26.78	\$27.78	\$28.82
\$23.46	\$26.71	\$27.71	\$28.75	\$29.83
\$23.83	\$27.08	\$28.10	\$29.15	\$30.24
\$25.79	\$29.04	\$30.13	\$31.26	\$32.43
	\$29.59	\$30.70	\$31.85	\$33.05
	\$30.14	\$31.27	\$32.44	\$33.66

Each year a ParaEducator's hourly rate will be determined by moving horizontally across the Hourly Wage Table.

APPENDIX B.
Intent to Retain Position

TO: Director of Human Resources

FROM:

DATE: March 1, 20

RE: Intent to Retain Position

It is my desire to retain employment in my present position as a ParaEducator with Lyons Township High School District 204 for the next school year.

Sincerely,

Print ParaEducator Name

ParaEducator Signature

cc:

Supervisor
Division Chair
Principal

APPENDIX C.
Authorization to Deduct Dues

TO: Lyons Township High School District 204

FROM:

DATE:

RE: Authorization to Deduct Dues

I, _____, authorize and direct Lyons Township
(Print ParaEducator Name)

High School District 204 to withhold from my wages the dues and fees, which include local, state, and national, to the Lyons Township ParaEducators Association. I further authorize and direct Lyons Township High School District 204 to remit such withheld amounts each month to Lyons Township ParaEducators Association.

Changes in this authorization and direction can be made only upon written notice given by me to the Director of Business Services of Lyons Township High School District 204. Such notice must be submitted not less than 20 days prior to the date the change is to be effective.

Total amount to be withheld during the school year is \$ _____. Withholding shall begin on _____.
(Date of First Deduction)

ParaEducator Signature

2021-2025 Negotiated Agreement

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