



AGREEMENT BETWEEN

THE BOARD OF EDUCATION
O'FALLON TOWNSHIP HIGH SCHOOL DISTRICT 203

AND

PARAPROFESSIONAL COUNCIL
OF THE
O'FALLON FEDERATION OF TEACHERS, LOCAL 3939

FOR SCHOOL YEARS:

2024-2025

2025-2026

2026-2027

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PREAMBLE

This agreement between the Board of Education of O’Fallon Township High School District 203, St. Clair County, O’Fallon, Illinois, and the Paraprofessional Council of the O’Fallon Federation of Teachers, Local 3939, incorporates a number of understandings that derive from the parties’ mutual beliefs that each pupil is entitled to an education of the highest quality.

ARTICLE I RECOGNITION

The Board of Education of School District No. 203, St. Clair County, O’Fallon, Illinois, hereinafter referred to as the “Board” or “District,” recognizes the O’Fallon Council of Paraprofessionals, Local 3939, Paraprofessional Council, hereinafter referred to as the “Council,” as the sole and exclusive negotiating representative for all full-time and part-time Nurses, Athletic Trainers, Interpreters, Paraprofessional educational employees, (including Classroom Aides, Special Education Aides, Accommodations Coordinators, and Personal Aides), Audio Visual Staff (including the Manager, Assistant Manager and AV Technician), and IMC Staff (including the IMC Acquisitions Specialist and the Library Assistant), hereinafter referred to as “Para Council Members” except for all supervisors, managerial employees, confidential employees, and short-term employees as defined in the Illinois Educational Labor Relations Act.

The Parties had specific negotiations regarding the AV Manager’s position in light of the Manager’s duties that both fall within the bargaining unit and outside of the bargaining unit as a supervisor. The Parties agree that the AV Manager will perform supervisory duties in addition to his bargaining unit duties, including, but not limited to evaluating employees and managing the department budget. These managerial duties will not be considered bargaining unit responsibilities. In the event the District determines that the Manager position must be a confidential position pursuant to the IELRA, the Parties will meet and discuss the position. Nothing in this agreement prevents the Board from creating a new, administrative position that oversees the AV department or to appoint a current administrator the non-bargaining unit duties currently performed by the AV Manager.

All matters pertaining to the conduct of the election shall be governed by the Illinois Educational Labor Relations Act.

ARTICLE II COUNCIL AND PARAPROFESSIONAL RIGHTS

- (a) **Right to Organize** – Para Council members shall have the right to organize, join, and assist the Council, to participate in professional negotiations with the Board through representatives of their own choosing, as per paragraph (a) of Article X - Negotiation Procedures - for the purpose of establishing, maintaining, protecting, or improving conditions of professional service.
- (b) **Board Meetings** – The President of the Council, or his/her designee, shall be provided with electronic notice of any regular or special meetings of the Board, together with a copy of the agenda or statement of purpose of such meeting, at least twenty-four (24) hours prior to the scheduled time of such meeting.

- (c) **Council Announcements and Supplies Reimbursement** – Announcements of Council business may be made via District email. The Council shall reimburse the District for all supplies used for Council business.
- (d) **Council's Views** – The Council's views on matters relating to supervisor-para council member or Board-para council member, or Board-administrator relationships shall not be discussed in the presence of students.
- (e) **Names and Addresses for New Hires** – Names and addresses of newly-hired para council members shall be provided to the Council within ten (10) days after Board approval to hire the paraprofessionals.
- (f) **Copies of the Agreement** – Within thirty (30) days of ratification of the Agreement, the Board or Board designee shall distribute the Agreement electronically to all members of the Council.
- (g) **Early Dismissal** – School shall be dismissed early for all in-service meetings, and said meetings shall not extend beyond 4:00 P.M.
- (h) **Free Admission** – All paraprofessionals shall be admitted free to athletic events sponsored by the school. Spouses and children of paraprofessionals shall also be admitted free to athletic events, but not relatives and friends. All paraprofessionals shall receive two (2) free tickets to non-athletic events sponsored by the school excluding Madrigals and the "O That Jazz" Concert.
- (i) **Notice of Vacancies** – The Superintendent or designee shall post all vacancies on the website and shall send to all members of the Council an electronic notice of all vacancies, including vacancies in promotional positions, within two business days of posting. Such notice shall be accompanied by a job description, a statement of minimum qualifications, and salary range.
- (j) **Policy Recommendations** – A statement from any para council member containing recommendations for policy changes can be submitted to the Superintendent. The Superintendent will present any recommended policy changes to the Board at its next regularly scheduled meeting. Receipt of the Board agendas shall constitute notice to the Council of proposed changes in Board policies.
- (k) **Public Complaints About School Personnel** – Constructive criticism of the schools is welcomed when it is motivated by a sincere desire to improve the quality of the education program and to equip district schools to perform their task more effectively.

The Board places trust in its employees, and desires to support their actions in such a manner that employees are freed from unnecessary, spiteful, or negative criticism and complaints.

Whenever a complaint is made directly to the Board as a whole, or to a Board member as an individual, it shall be referred to the school administration. The individual employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he or she sees them.

If it appears necessary, the administration, the person who made the complaint, or the employee involved, may request an executive session of the Board for the purpose of greater study and a decision. Generally, all parties involved, including the school administration, shall be asked to attend such a meeting for the purpose of presenting additional facts, providing further explanations, and

clarifying the issues. Hearsay and rumor shall be discounted, as well as emotional feelings, except those directly related to the facts of the situation.

- (l) **CPI and CPR Training** – Crisis Prevention Intervention (CPI) training will be provided every other year. In years when CPI is not provided, CPR training will be provided. A list of scheduled CPI and CPR trainings for the school year will be provided upon request. This training will not be required for IMC staff, AV staff, or interpreters.
- (m) **Other Professional Development** - Any required professional development, including any testing relevant to the professional development, will take place during the regular work day when students are not in attendance.
- (n) **Mileage Reimbursement** – Mileage reimbursement will be paid at the current IRS rate as of the first day of school.

ARTICLE III **WORKING CONDITIONS**

- (a) **Work Day and Notification of Absence** – The work days for Paraprofessionals, Nurses, Athletic Trainers, Interpreters, Audio Visual Staff, and IMC Staff are defined by the job descriptions. Any hours worked beyond the hours listed in the job description must be pre-approved by the administrative supervisor for the position. Hours in excess of forty (40) hours per week shall be paid at one and one-half (1 ½) times the employee’s normal rate of pay for FLSA non-exempt employees. Timesheets for hourly employees are required and must indicate any overtime worked, leave used, or other irregularities to the normal work day. Timesheets must be approved by the administrative supervisor before being submitted for payment. Minutes on timesheets are to be rounded to the nearest quarter hour. Job descriptions will be attached as an Appendix. One para council member will be invited to join the school district’s calendar committee. The work week and work day hours for Athletic Trainers will be flexible in order for the trainer to attend sporting events in the evenings and on weekends.
- (b) **Notification of Absence** - Except for the lunch period, Paraprofessionals, Nurses, Athletic Trainers, Interpreters, Audio Visual Staff, and IMC Staff shall not leave their building without proper notice to the administration, and in the event they are not able to perform their duties, they shall notify their administrative supervisor as soon as possible. Paraprofessionals, Nurses, Athletic Trainers, Interpreters, Audio Visual Staff, and IMC Staff should also notify their administrative supervisor, the principal’s office and their assigned teacher(s), if applicable, of any absence by 6:00 A.M. on the day of absence, and should also provide information regarding their expected return to work.
- (c) **Substitute Teaching Assignment** – The District may request the reassignment of a qualified council member to a short-term substitute teaching assignment as determined by the administration to be in the best interest of the students. The para council member has the right to decline the reassignment. Para council members reassigned as a substitute teacher shall be paid \$36.00 per hour if the para is a licensed teacher and \$26.00 per hour if the para has their substitute certification. Pay for substitute teaching will include the employee portion of TRS up to 9.0%.

If an AV Technician subs for the Manager or Assistant Manager in the event of an absence they will be compensated an additional \$1.50 per hour for every hour they sub.

- (d) **Duties** – All employees are required to maintain order and discipline in school pursuant to the Illinois School Code. Beyond this requirement, interpreters will not be required to perform the duties of a paraprofessional.

ARTICLE IV
SENIORITY AND EVALUATION

- (a) **Seniority** – For the purpose of reductions in force, seniority shall be defined as the length of continuous service within the District as a member of the bargaining unit for each position in the bargaining unit: Paraprofessional, Nurse, Athletic Trainer, Interpreter, Audio Visual Staff, and IMC Staff. Accumulation of seniority shall begin on the date of the Board meeting when the Board hired the paraprofessional. In the event that more than one para council member in the position was hired at the same Board meeting, seniority shall be determined by the order in which the employees were hired at the Board meeting, as reflected in the minutes of the meeting. A seniority list will be provided to the Council each March.
- (b) **Evaluation** – Para council members shall be evaluated one (1) time per year during the first two years of employment. Following the first two years of employment, para council members shall be evaluated at least one time every two years. In the event the administration changes the evaluation instrument, the Council will be notified of the changed instrument prior to its implementation.
- (c) **Probationary Employees** – The administration shall conduct an orientation for new hires to discuss the evaluation procedures and evaluation instrument to be used.

All newly hired para council members shall serve a one semester probationary period. The probationary period begins on the first day of work for the para council member. For para council members who begin work after the first day of the semester, his/her probationary period will last for the same number of school days as the semester in which he/she started. During the first half of the probationary period, the para council member shall be evaluated at least once. Within 10 days of the completed evaluation, the evaluator will meet with the para council member to discuss the results of the evaluation including any concerns or deficiencies.

ARTICLE V
COUNCIL DUES COLLECTION

The employer shall honor employees' individually authorized deductions forms, and shall make such deductions in the amounts certified by the union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Dues revocations are processed by the union. In the event that an employee revokes their dues, the Union will notify the employer after the close of the revocation window.

The Board shall not be liable for any errors or omissions in complying with this article, except in the instance where the Board allows a union member to drop union membership outside of the revocation window as described on the Union's authorized dues deduction cards.

ARTICLE VI
COMPENSATION

(a) **Compensation** – Compensation for Paraprofessionals shall be paid as follows:

1. Starting Salary: Starting compensation for new paraprofessionals hired to the District will be \$17.75 per hour for the 2024-2025 School Year, \$18.00 per hour for the 2025-2026 School Year, and \$18.25 per hour for the 2026-2027 School Year.
2. Pay Increase: Returning paraprofessionals will receive the following increase to their hourly rate over the previous year if 90 or more days of service for the year were completed. Otherwise, the pay rate will remain at the previous year's rate:

Paraprofessionals raises during the term of this contract will be the higher of the starting salary or the percentage raise over their previous year salary. Percentage raises are as follows:

2024-2025 – 10% over the previous year's rate
 2025-2026 – 4% over the previous year's rate
 2026-2027 – 5% over the previous year's rate

3. Prior Years Service Bonus:
 - a. Employees having prior years of public school service as a full-time paraprofessional or full-time teacher before initially being hired at OTHS will be eligible for a prior year service bonus.
 - b. The prior years of service bonus will be paid out in a lump sum on June 19th of each year.
 - c. Employees terminating employment prior to the end of a school year will not be eligible for the bonus.
 - d. Prior years of service used in the calculation of the bonus must be (i) for complete years of service, (ii) validated through an employment verification process, (iii) for service in a public school, and (iv) for work performed either as a teacher or paraprofessional. Any prior years of service unable to be verified as meeting the criteria will not count toward the bonus.
 - e. Partial years of service will not count toward the bonus and will not be cumulative.
 - f. Prior years of service used in the calculation will be limited to 10 years of service.
 - g. The bonus will be calculated as follows: (Years of Prior Service) x (\$0.20) x (days worked in a year) x (7.5 hours/day)
4. Extended School Year (ESY): Paraprofessionals employed to work during the summer in the ESY program will be compensated their regular hourly rate for the preceding school year.
5. Accommodations Coordinator Stipend: A paraprofessional assigned as an Accommodations Coordinator at the Smiley campus will receive a \$1.00per hour stipend for that duty. A paraprofessional assigned as an Accommodations Coordinator position at Milburn will receive a \$0.35 per hour stipend for that duty. Paraprofessionals subbing in the Accommodations Coordinator position in excess of 10 consecutive days will be eligible for the stipend.

(b) **Compensation** – Compensation for Nurses, Athletic Trainers, and Interpreters shall be as follows:

Nurses, Athletic Trainers, and Interpreters shall be paid a base salary (non-TRS) for the school year pursuant to the salary schedule in the teachers' collective bargaining agreement. Credit for prior years' experience will be considered when placing the council member on the appropriate step/lane.

Vertical and horizontal step movement on the teacher salary schedule will be in accordance with step movement clauses in the teachers’ collective bargaining agreement. Any summer hours worked must be authorized in advance by the administrative supervisor and will be paid at the summer school rate in the teachers’ collective bargaining agreement.

(c) **Compensation** – Compensation for Audio Visual Staff and IMC Staff shall be as follows:

1. **Starting Salary:** Starting compensation for new employees hired to the District for the positions listed below will be the following for the duration of this Agreement:
 - Assistant Manager: \$20.00 per hour
 - AV Technician: \$15.50 per hour
 - Acquisitions Specialist: \$18.00 per hour
 - Library Assistant: Same as paraprofessionals
2. **Increases:** Returning employees will receive the following increase to their hourly rate over the previous year if 90 or more days of service for the year was completed. Otherwise, the pay rate will remain at the previous year’s rate.

Raises during the term of this contract will be the higher of the starting salary or the percentage raise over their previous year salary. Percentage raises are as follows:

2024-2025: 10% over the previous year’s rate
 2025-2026: 4% over the previous year’s rate
 2026-2027: 5% over the previous year’s rate

The starting salary for the AV Manager shall be \$62,000.00 for the duration of this Agreement. Percentage raises for the AV Manager are as follows:

2024-2025: 5%
 2025-2026: 3%
 2026-2027: 3%

(d) **Illinois Municipal Retirement Fund** – The para council member’s contribution to the Illinois Municipal Retirement Fund (IMRF) shall be deducted from the para council member’s pay.

(e) **Pay Dates and Terms** – Hourly para council member’s wages shall be computed into annual pay according to the following formula and will be paid evenly over 24 pay periods:

$$(\text{Hours Scheduled Per Day}) \times (\text{Hourly Rate}) \times (\text{Paid Days in Contract}^*) = \text{Annualized Base Pay}$$

*Paid Days in Contract are typically 180 days as aligned to the school calendar

Compensation for salaried council members shall be paid annually.

Para council members shall be paid on the 5th and the 19th of each month. If the pay date falls on a holiday or weekend, the previous business day will be used. All para council members shall enroll in the District’s “Direct Deposit” program.

9-month, 9.5-month, and 10-month para council members shall be paid over 24 pays beginning on September 5th and ending on August 19th. 12-month para council members shall be paid over 24 pays beginning on July 19th and ending on July 5th.

All voluntary deductions, including but not limited to, annuity payments, insurance premium payments, child support payments, United Way donations, and Union dues will have 50% deducted from each of the two monthly pay checks.

Non-customary payments to para council members, including but not limited to summer work hours, substitute pay and/or extra duty payments will be paid pursuant to the payroll calendar and timesheet submission dates.

If a non-customary payment is inadvertently missed during the pay schedule above, paraprofessionals should immediately notify the Business Office. The payment will be made on the next regularly scheduled pay.

(f) **Severance Payment** - Those Para Council Members providing their notice to retire during the term of this contract, who have been employed full-time in the District for at least ten (10) years or the full-time equivalency (FTE) thereof, shall be eligible for the following option:

- (1) Para Council Members must notify the Superintendent or Board of Education and provide an irrevocable letter of intent to retire in writing up to four (4) years prior to the year that will be the last of service. The annual deadline for submission of an irrevocable letter of intent is August 25th. After the Board's acceptance of the notice of the Para Council Member's irrevocable intent to retire, the following will apply:
 - (a) A Para Council Member who provides an irrevocable letter of intent to retire one year prior to retirement shall have his or her pay for each duty the Para Council Member continues increased by 5.8% more than the Para Council Member's earnings for that duty reported during the prior year.
 - (b) A Para Council Member who provides an irrevocable letter of intent to retire two years prior to retirement shall have his or her pay for each duty the Para Council Member continues increased by 5.8% more than the Para Council Member's earnings for that duty reported during the prior year for a two year period prior to retirement.
 - (c) A Para Council Member who provides an irrevocable letter of intent to retire three years prior to retirement shall have his or her pay for each duty the Para Council Member continues increased by 5.8% more than the Para Council a Member's earnings for that duty reported during the prior year for a three year period prior to retirement.
 - (d) A Para Council Member who provides an irrevocable letter of intent to retire four years prior to retirement shall have his or her pay for each duty the Para Council Member continues increased by 5.8% more than the Para Council Member's earnings for that duty reported during the prior year for a four year period prior to retirement.
- (2) The final year of this plan must be the contract/fiscal year in which the employee retires.
- (3) To be eligible for this benefit, on the effective date of the Para Council Member's retirement there shall be no financial and/or actuarial penalty to the District from IMRF.

ARTICLE VII
FRINGE BENEFITS

- (a) **Eligibility for Benefits** – To be eligible for benefits under this Article, a para council member must be employed for at least 30 hours per week.
- (b) **Health Insurance** – For all hourly Para Council Members, the Board of Education shall pay 80% of the total health coverage costs (currently HRA + insurance company premium) for individual coverage under the hospitalization plan and shall pay 75% of the total health coverage costs (currently HRA + insurance company premium) for family coverage under the hospitalization plan. The Board of Education shall reimburse up to a total of one and one-half percent (1 ½ %) of the base salary per contract year toward any combination of dental/vision insurance for individual, individual + spouse, individual + children, or family. In no event shall the amount exceed one and one-half percent (1 ½ %) of the base salary during any contract year.

For all salaried Para Council Members, the Board of Education shall pay 80% of the total health coverage costs (currently HRA + insurance company premium) for individual coverage under the hospitalization plan. In 2024-2025, the board shall pay 70% of the total health coverage costs (currently HRA + insurance company premium) for family coverage under the hospitalization plan. In 2025-2026 and 2026-2027, the board shall pay 65% of the total health coverage costs (currently HRA + insurance company premium) for family coverage under the hospitalization plan. The Board of Education shall reimburse up to a total of one and one-half percent (1 ½ %) of the base salary per contract year toward any combination of dental/vision insurance for individual, individual + spouse, individual + children, or family. In no event shall the amount exceed one and one-half percent (1 ½ %) of the base salary during any contract year.

The majority of any committee formed by the Board of Education to make recommendations covering the hospitalization plan shall be comprised of bargaining unit members selected by Local 3939.

- (c) **Life Insurance** – Subject to the age restrictions in the life insurance policy, the Board of Education shall provide a \$15,000 life insurance policy for every employee.
- (d) **Health Insurance Retirement Benefit** - Para council members retiring from O'Fallon Township High School following twenty (20) years of service to District 203 may remain in the group insurance plan. All premium costs for said insurance benefits shall be provided by the retired employee. No retired employee shall be allowed to participate in the group insurance plan past age 65 or at the earliest time at which a retired employee can buy into or otherwise be covered by Medicare. No retired para council members shall be extended the benefit of the group insurance provision of this contract should they be employed following retirement from District 203 in an organization which has health care insurance available for their employees. Para council members and their families shall have the opportunity for a temporary extension of health coverage as required by Public Law 99-272, Title X. (COBRA).
- (e) **Paid Holidays** – The following days are paid holidays for 12-month Council members: New Year's Day, M.L. King Day, President's Day (or Lincoln's Birthday), Pulaski Day, Good Friday, Memorial Day, Juneteenth, July 4th, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day and Christmas Day. If these days fall on a weekend, the Superintendent will award a different day when school is not in session. If a holiday listed above is a student attendance day per the Board approved school calendar, the council member must work the holiday having student attendance and will receive an additional vacation day to take subject to paragraph (f.) of this article.
- (f) **Vacation** – Vacation compensation is available only to 12-month Para Council members and is not included in the annualized pay, but rather Para Council members are expected to physically take the

time off of work. Vacation days do not accumulate and will be lost if they are not used during the year in which they are granted. Council members will not be paid for unused vacation.

Vacation must be scheduled and approved at least one week in advance. In an effort to maintain the safe and efficient operations of the District, typically no more than four (4) Council members will be granted vacation on the same days.

All vacation leave will be awarded to the employee on the first day of each fiscal school year (July 1) and will be based upon service completed as of June 30th of the prior fiscal school year. If an employee terminates employment prior to the end of the fiscal school year, the vacation leave that was awarded will be prorated based on the date of termination. Vacation schedules will be circulated by seniority on June 1st of each year for employees to schedule vacations.

12-month/40-hour per week Vacation Allocations:

TIER 1: 0 - <2 years of service as of June 30th of the prior fiscal school year	5 days
TIER 2: 2 - <9 years of service as of June 30th of the prior fiscal school year	10 days
TIER 3: 9 - <20 years of service as of June 30th of the prior fiscal school year	15 days
TIER 4: 20 or more complete fiscal years of service as of June 30th	20 days

(g) **License Fee Reimbursement** –

- (1) The Board of Education shall reimburse Paraprofessionals for up to \$50.00 of their 5-year licensure fee as required to renew their Paraprofessional Education Endorsement (ELS-PARA). In order to receive this reimbursement, Paraprofessionals will pay the fee and then will submit documentation of payment and proof of renewal for reimbursement. Should the Paraprofessional not fulfill the 5 years of service with the District as covered by the licensure fee, the fee will be prorated and the council member will pay the District back for the prorated portion of the licensure fee for service not provided to the District. The District has the right to deduct any payback amount due from the final compensation check.
- (2) The Board of Education shall reimburse Nurses, Athletic Trainers, and Interpreters for their licensure fee as required to renew licensure. In order to receive this reimbursement, Nurses, Athletic Trainers, and Interpreters will pay the fee and then will submit documentation of payment and proof of renewal for reimbursement. Should the Nurse, Athletic Trainer, or Interpreter not fulfill the 2 years of service with the District as covered by the licensure fee, the fee will be prorated and the council member will pay the District back for the prorated portion of the licensure fee for service not provided to the District. The District has the right to deduct any payback amount due from the final compensation check.

(h) **Tuition Reimbursement** – Full-time para council members may qualify for tuition reimbursement in the amount of \$150 per credit hour with a \$1,200 per contractual year maximum if the following eligibility requirements and procedures are met:

- (1) Coursework must be toward a Bachelor's Degree or Master's Degree related to the specific title in the Para Council, and must lead towards advancement in the field for which they are employed.
- (2) Other Certifications for AV and Library staff shall also qualify for tuition reimbursement. Coursework must lead towards advancement in the field for which they are employed.
- (3) Coursework must be approved in advance by the Superintendent;
- (4) A grade receipt indicating an achieved grade of a C or better must be provided to qualify for reimbursement;

- (5) The para council member must continue employment for five (5) years in the District after that school year in which they were paid tuition reimbursement. If a para council member voluntarily leaves the District before the end of this period, the District may seek a repayment of 20% of the total tuition reimbursement paid multiplied by the number of years early the para council member leaves after receiving the reimbursement(s). The District has the right to deduct any payback amount from the paraprofessional's final paycheck(s).
- **EXAMPLE:** Para council member was paid \$1,200 tuition reimbursement in 2024-2025, but then resigns at the end of 2026-2027. Since para council member only worked 2 of the 5 years after the reimbursement was paid, the District may seek repayment of 60% of the \$1,200, which is \$720.

Exceptions to the payback requirement:

- Payback requirements would be waived if the District has a teaching position for which the para council member is qualified to assume, and for which the para council member applied, and the District selects a different applicant for the position. If this occurs, the 5-year payback requirement would be waived and the para council member would be able to seek employment elsewhere.
- Payback requirements would be waived if the para council member is required to move as the result of their military re-assignment or the military re-assignment of a spouse. If this occurs, military orders would need to be provided to the District and the 5-year payback requirement would be waived.

ARTICLE VIII LEAVES

- (a) **Sick Leave** - Sick leave is defined in accordance with the Illinois School Code and the Illinois Sick Leave Act. The employee may also take sick leave for any person with whom the employee makes his or her actual home. In no event shall an employee be released from duty under these provisions for less than one-half of a class period of a school day for sick leave. All full-time para council members of School District No. 203 who are employed for 9, 9.5, or 10 months shall receive sick leave with full pay based on the following plan:
- (1) **Tier 1** – Para council members with one (1) to ten (10) years of service shall receive sick leave with full pay at the rate of eleven (11) days per year and will accumulate to the IMRF reporting limit.
 - (2) **Tier 2** – Para council members with greater than ten (10+) to twenty (20) years of service shall receive sick leave with full pay at the rate of twelve (12) days per year and will accumulate to the IMRF reporting limit.
 - (3) **Tier 3** – Para council members with greater than twenty (20+) to twenty-five (25) years of service shall receive sick leave with full pay at the rate of thirteen (13) days per year and will accumulate to the IMRF reporting limit.
 - (4) **Tier 4** – Para council members with greater than twenty-five (25+) or more years of service shall receive sick leave with full pay at the rate of thirty (30) days per year and will accumulate to the IMRF reporting limit.

At the beginning of the year in which a council member has accumulated a sick leave balance of 150 or greater days the council member will receive a one-time allotment of 30 additional sick days.

All full-time para council members of School District 203 who are employed for twelve (12) months shall receive sick leave with full pay based on the following plan:

- (1) Tier 1 – Para Council members with one (1) to ten (10) years of service shall receive sick leave with full pay at the rate of fourteen (14) days per year and will accumulate to the IMRF reporting limit.
- (2) Tier 2 – Para Council members with greater than ten (10+) to twenty (20) years of service shall accumulate sick leave with full pay at the rate of fifteen (15) days per year and will accumulate to the IMRF reporting limit.
- (3) Tier 3 – Para Council members with greater than twenty (20+) to twenty-five (25) years of service shall receive sick leave with full pay at the rate of sixteen (16) days per year and will accumulate to the IMRF reporting limit.
- (4) Tier 4 – Para council members with greater than twenty-five (25+) or more years of service shall receive sick leave with full pay at the rate of thirty (30) days per year and will accumulate to the IMRF reporting limit.

At the beginning of each school year, the administration shall inform all para council members of their status relative to used and accumulated sick leave days as of the first day of school of the current year.

- (b) **Personal leave** - When necessary, full-time para council members shall be granted personal leave. Personal needs shall be interpreted to mean urgent personal business. In general, this leave may be defined as such over which a person has no control, or the person's presence is of special significance. Guidelines for utilization are:
- (1) The para council member has no control over setting the date.
 - (2) Presence of the para council member is required.
 - (3) Absence would not be covered under sick leave.
 - (4) Except for newly hired para council members, para council members will be granted two (2) personal leave days per year. Newly hired para council members will be granted one (1) personal leave day at the date of hire and shall receive a second day after 90 days of employment. Days do not accumulate. If no days are used by a para council member who has been employed for more than two years, three (3) days will be added to that employee's sick leave at the start of the following year. If only one (1) day is used, one (1) day will be added to that employee's sick leave at the start of the following year. Personal leave days for employees who have been employed for less than two years shall not accumulate or become sick leave days. If no personal leave days are used in the first two years of employment, four (4) sick days will be granted to the para council member at the beginning of the third year of employment.
 - (5) Leave cannot be used the day before or the day after a holiday, unless granted by both the administrative supervisor and the superintendent.
 - (6) In no event shall a para council member be released from duty under these provisions for less than one-half of a class period or one advisory period of a school day for personal leave.

(7) Part-time para council member shall be granted personal leave on a prorated basis.

- (c) **Funeral Leave** - Any para council member of School District No. 203 may be excused for whatever number days necessary for the funeral of anyone of his or her immediate family. Three (3) days of paid funeral leave shall be granted for the funeral/death of anyone in the employee's immediate family. Any days in excess of three (3) days, but not to exceed 12 days will be paid and charged to sick leave. If time off is needed beyond fifteen (15) days, the employee make take the time without pay. "Immediate Family" shall mean: mother, father, grandparents, grandchildren, sister, brother, husband, wife, or child, and mother, father, grandparents, grandchildren, sister, brother, of husband or wife of para council member; or any extension thereof. This further applies to any person with whom the para council member makes his or her actual home.

In case of the death of anyone of the immediate family of an employee of the School District, or a member of the Board of Education, a representative committee with no maximum number of members, and composed of those desiring to attend, may attend the funeral without loss of pay, and with time lost being deducted from the Hardship Leave granted by the Board of Education. Those wishing to attend the funeral of a close friend or relative not mentioned above may do so with the time lost being deducted from the para council members' personal leave.

Paraprofessionals who have been assigned as personal care aides to a student for one or more school years may attend the funeral of a student or a former student within four years of his or her graduation without loss of pay or having time deducted from personal leave.

- (d) **Hardship Leave** - The Superintendent may grant up to ten (10) days leave per school year for personal or family hardship. The para council member must provide the Superintendent a written request, which includes evidence of the hardship. If granted, the first two days of the leave will be charged to any "Personal Leave" available at the time of the occurrence creating the hardship and the remaining days charged to any "Sick Leave" available at the time of the occurrence creating the hardship. The Superintendent's determination of whether or not a hardship exists that warrants a leave shall be final.
- (e) **Union Leave** - When necessary, union officers and/or other union members with the approval of the Para Council President and Superintendent, shall be granted leave. Up to three (3) leave days may be used per year. Any unused days will not accumulate, and the following year will begin with the original bank of three (3) days.

ARTICLE IX **GRIEVANCE PROCEDURE**

- (a) **Definition** - A grievance shall mean a complaint that there has been an alleged violation, misinterpretation, or misapplication of any provision of the Agreement.
- (b) **Statement of Basic Principles** - Every para council member covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual paraprofessional from discussing a problem with the administration and having it adjusted without intervention or representation of the Council.

A para council member who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.

The failure of a para council member or the Council to act on any grievance within the prescribed time limits will act as a bar to any further appeal, and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by written mutual agreement.

Any para council member has a right to be represented, and to be present, in the grievance procedure. The para council member shall be present at any grievance discussion when the administration and/or the Council deems it necessary. When the presence of a para council member at a grievance hearing is requested by either party, illness, or other incapacity of the para council member shall be grounds for any necessary extension of grievance procedure time limits.

In any instance where the Council is not represented in the grievance procedure, the Council will be notified of the final disposition of the grievance, which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

Any final disposition of grievance alleged by the Council to be in conflict with this Agreement shall be grievable by the Council.

Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend, and will be held, insofar as possible, after regular school hours.

It is agreed that any investigation or other handling, or processing, of any grievance by the grieving paraprofessional or Council representatives, shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff.

For the purpose of this article, "Working Days" shall be defined as days para council members are required to be present at school.

(c) **Procedures**

- (1) **First Step**: An attempt shall be made to resolve any grievance in informal, verbal discussion between complainant and his immediate supervisor.
- (2) **Second Step**: If grievance cannot be resolved informally, the aggrieved para council member shall file the grievance in writing with a member of the Council's grievance committee.

The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the Agreement allegedly violated, and shall state the remedy requested. The filing of the grievance at the second step must be within ten (10) working days from the date of the occurrence of the event giving the rise to the grievance. The committee's decision shall be communicated in writing to the para council member and the principal within fifteen (15) working days.

- (3) **Third Step**: In the event a grievance has not been resolved to the satisfaction of the aggrieved party at the second step, the aggrieved para council member shall file, within five (5) working days of the committee's written decision, or answer, at the second step, a copy of the grievance

with the Principal. The Principal shall make such decision and communicate it in writing to the para council member and the Superintendent within ten (10) working days.

- (4) **Fourth Step:** In the event a grievance has not been resolved to the satisfaction of the aggrieved party at the third step, the aggrieved para council member shall file, within five (5) working days of the Principal's written decision, or answer, at the third step, a copy of the grievance with the Superintendent. Within ten (10) working days after such written grievance is filed, the aggrieved, representative of the aggrieved as desired, the Principal, and the Superintendent, or his/her designee, shall meet to discuss the grievance. The Superintendent, or his/her designee, shall file an answer within ten (10) working days of the fourth step grievance meeting and communicate it in writing to the para council member, the Principal, and the Council.
- (5) **Fifth Step:** If the grievance is not resolved satisfactorily to the Council within five (5) working days after Step No. 4 is completed, the Council shall file a copy of the grievance with the Board, with grievance to be considered no later than the next regular meeting.

Within five (5) working days after consideration by the Board, the Board shall file its answer with the Council. If the Board's answer does not satisfy the grievance, the Council may submit the grievance, in writing, to final and binding arbitration. The arbitration proceeding shall be conducted by an arbitrator to be selected by the two parties within seven (7) working days after said notice is given. If the two parties fail to reach agreement on an arbitrator within seven (7) working days, the American Arbitration Association shall be requested to provide an arbitrator in accordance with its rules. The decision of the arbitrator shall be binding on the parties.

Expenses for the arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Council. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses.

The arbitrator, in his/her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and the Council, and his/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

ARTICLE X **NEGOTIATION PROCEDURES**

- (a) **General** - The Board and the Council agree to participate in good faith negotiations with the duly designated representatives of the Council and the Board.

ARTICLE XI **EFFECT OF AGREEMENT**

- (a) **Complete Understanding/Amendment** - The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified, only through the voluntary mutual consent of the parties in a written amendment executed according to the provisions of this Agreement.
- (b) **Severability** - 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. The remaining articles, sections, clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

- (c) **No strike** - The Council agrees that it shall not, during the term of this Agreement, directly or indirectly, engage in or assist in a strike or any similar interruption of full and complete services to the Board and the students.
- (d) **Effective Date/Term** - This Agreement shall be effective from June 20, 2024, until July 31, 2027. This Agreement shall expire on the date indicated at the hour of 12:00 P.M.

This Agreement is signed the _____ day of _____, _____.

For the O’Fallon Council
of Paraprofessionals:

For the Board of Education
O’Fallon Township High School District 203

President

Secretary