



**AGREEMENT  
BETWEEN  
THORNTON TOWNSHIP HIGH SCHOOLS  
DISTRICT 205 BOARD OF EDUCATION  
AND  
PARAPROFESSIONAL/NURSE EMPLOYEES  
OF THE UNION OF SUPPORT STAFF  
THORNTON TOWNSHIP HIGH SCHOOLS DISTRICT 205**

**JULY 1, 2023 — JUNE 30, 2028**

*Individually we are but one drop,  
Together we are an ocean!*



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**ARTICLE I**  
**RECOGNITION**

**Section 1.1**

The Board of Education of School District #205, Cook County, Illinois, hereinafter referred to as the “Board,” hereby recognizes the Union of Support Staff – IEA/NEA, hereinafter referred to as “U.S.S.” or the “Union” as the sole and exclusive negotiating agent for all paraprofessional and non-licensed school nurse (hereinafter “nurse”) employees located at each attendance center of District #205, including the Peace Center and Outlook Academy. Such representation shall exclude all clerical employees, buildings, grounds and maintenance employees, food service employees, professional employees, supervisors, managerial employees, confidential employees, short-term employees, student employees, and craft employees as defined by the IELRA. The term “employee” in this Agreement shall refer to all employees represented by the U.S.S. - IEA/NEA in the bargaining unit as previously defined. The Board and the U.S.S. agree that this Agreement contains all the terms and understandings between the Board and the U.S.S. and that all Letters of Agreement, Letters of Understanding, Memorandum of Understanding predating this Agreement unless fully stated in the terms of this Agreement are no longer in effect.

**Section 1.2**

The Board agrees not to negotiate with any other paraprofessional or nursing organization purporting to represent employees defined in 1.1 above or with individual employees within the bargaining unit with regard to negotiated items provided in this Agreement.

**Section 1.3 - Fair Share**

- A. Each employee, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, may join the Union.
  
- B. Such fee shall be paid to the Union by the Board no later than ten (10) days following deduction.
  
- C. In the event of any legal action against the Board brought in a court or administrative agency because of its compliance with this Article, the Union agrees to defend such action, at its own expense and through its own counsel, provided:
  - 1. The Board gives immediate notice of such action in writing to the Union and permits the Union intervention as a party if it so desires, and
  - 2. The Board gives full and complete cooperation to the Union and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
  
- D. The Union agrees that in any action so defended, it will indemnify and hold harmless the Board, from any liability for damages and costs, including but not limited to, damages, attorney's fees and costs arising out of or related to the Board's compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

## **ARTICLE II**

### **RIGHTS AND RESPONSIBILITIES OF THE UNION AND THE BOARD**

#### **Section 2.1 - Contracts**

- A. The Board shall not issue individual employee contracts or employment agreements during the negotiations and prior to agreement being reached between the Board and the Union.

However, the Board may issue individual employment contracts to new employees, provided that the individual contract is consistent with the terms and conditions of this or successor agreements.

- B. All new employees shall have a probationary period of one complete school year that is 185 days.
- C. All new paraprofessional or nurse employees shall be hired at their respective base salary.
- D. Paraprofessionals and nurses shall meet state and federal mandates as required by legislation.

#### **Section 2.2 - Use of Buildings**

The Union shall have the right to hold meetings on District property after regular school hours provided the meetings do not interfere with any aspect of the curricular or extracurricular programs of the District. Any expenses to the District as a result of the meetings will be borne by the Union. Such meetings must be scheduled in advance with the local school.

An area on the bulletin board will be made available in each building for the exclusive use of the Union of Support Staff.

#### **Section 2.3 - Use of Equipment**

The Union shall have the right to use office equipment including typewriters, computers, duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use and provided the Union shall pay all costs associated therewith.

#### **Section 2.4 - Board Meeting**

When an employee is required to appear before the Board or District Administrator for a formal discussion concerning the continuation of the employee in his or her employment, the employee will be given at least five (5) days prior written notice except where the situation

requires immediate resolution. The employee shall be entitled to have a representative of the Union present to advise and/or represent him or her during the meeting if the employee so desires.

**Section 2.5 - Information**

The Board agrees to make available for reproduction to the Union upon request, all available public information already compiled concerning the financial resources of the District, such as, but not limited to, annual financial reports and audits, annual budgets, agenda and minutes of all Board meetings and treasurer's reports.

Nothing herein shall require the Board, administrative, or clerical staff to research or assemble information.

**Section 2.6 - Employee Lists**

Names, sites, locations, home addresses and job titles of all bargaining unit members shall be provided by the Director of Human Resources to the Union treasurer by September 15 of each year. Such information pertaining to employees hired after August 30 shall be provided to the Union within fifteen (15) days of the date of hire of a new employee.

**Section 2.7 - Personnel Files**

There shall be only one official personnel file for each employee. Prior to any material being placed in any employee's file, a copy of such material shall be provided to the employee. Each employee shall have the right, upon reasonable advance written request, to review the contents (except those materials which, by law, are confidential) of his or her file and to place therein written reactions to any of its contents or to obtain copies thereof.

The employee will not be charged for copying costs for the first 250 pages of the employee's file per year. Should a bargaining unit member request more than 250 pages copied per year, then the employee shall be charged ten (10) cents per page for every page over 250.

Neither an employee's file nor any of its contents shall be copied or otherwise made known to anyone without the employee's permission during or after his or her service in the District. Such file will be available to the Board and District Administration as necessary and appropriate, or as may be required under state law, or by any court, or under a hearing agency order or subpoena.

**Section 2.8 - Payroll Procedures**

- A. Payroll deductions for professional organizational dues, and any other deductions permitted by law, shall be made on an authorization form supplied by U.S.S. Such authorization shall continue in effect unless revoked in writing by the employee. This authorization is to continue in force unless revoked by the employee for a succeeding membership year by giving written notice to that effect to the Business Office and to U.S.S. on or before September 15 of the current year.
  
- B. Payroll deductions for Union dues and any other deductions permitted by law shall be made on authorization forms provided by the Union. The Board shall deduct from each paycheck one-tenth (1/10th) of such dues from the salary check of each employee in ten

(10) consecutive deductions, with the first deduction made on the second October payroll. Deductions for employees who become members after the first payroll shall be prorated as to complete payments by the last payroll of the current year.

- C. Payroll checks shall be regularly issued, at the option of the employee on either a 22 or 26 pay plan.

If the Faculty Association decides to change the pay schedule for the teachers, then the U.S.S leadership shall be notified three (3) weeks before the change is to take place so that they can advise their members that the pay schedule shall be the schedule bargained by the Faculty Association.

**Section 2.9 - Strikes and Lockouts**

- A. Strikes

The Union agrees that it will not at any time engage in a strike, work slowdown or stoppage during the period of this Agreement.

- B. Lockouts

The Board agrees that it will not lockout any bargaining unit member during the term of this Agreement.

- C. Non-Bargaining Unit Strikes

If a bargaining unit member reports to an assigned work place where a non-bargaining unit member is engaged in a strike, the bargaining unit member shall perform only those duties regularly assigned to bargaining unit members during said strike. Bargaining unit members shall not be required to perform non-bargaining unit members' activities.

**Section 2.10 - Board Agenda and Minutes**

The Board shall provide the Union with the agenda for each month's regularly scheduled Board meeting and special Board meetings, as well as a copy of the approved minutes at the time it is provided to the Board.

**Section 2.11 - Distribution of Union Literature**

The Union shall be allowed to use the District's mailing system to distribute Union material in accordance with Building and District procedures. A bargaining unit member shall be permitted to distribute union material during his/her non-working hours.

**Section 2.12-Labor Management**

Regular monthly meetings shall be held at each building for the Association representatives and Building Administration or his/her designee on a date set by both parties. The Building Representative shall submit an agenda with flexibility to the Building Administration at least seven (7) days in advance of the scheduled meeting.

Quarterly meetings between the Superintendent or his/her representatives and the Association representatives shall be held on a date mutually agreed to by both parties. Additional meetings may be requested by either party by submitting a written request and upon consent.

**ARTICLE III**  
**ASSIGNMENTS, VACANCIES, AND TRANSFERS**

**Section 3.1 - Employee Assignment**

- A. The Administration will notify each paraprofessional of his/her assignment by June 1<sup>st</sup>.
- B. Every effort will be made to avoid the assignment of employees to more than one building. Employees who are assigned to more than one school shall have ample travel time provided, exclusive of their lunch period.
- C. If an assignment change is required, every effort will be made to provide an advance notice of twenty-five (25) days to the paraprofessional affected. Every effort will be made to avoid making an assignment change after two (2) weeks into a semester. A paraprofessional may refuse an assignment change when there is a qualified member that meets the criterion of the position with less seniority within the same building.
- D. The District and the Union realize the importance of the use of technology in meeting District goals and responsibilities. Therefore, the District will provide training and in-service opportunities for all paraprofessionals, on a continuing basis, to develop and improve their skills. If necessary, outside training will be provided and paid for by the District.

**Section 3.2 - Transfers**

- A. If an assignment is changed after June 1<sup>st</sup> and results in an involuntary transfer, the transferred bargaining unit member shall be notified in writing within five (5) school calendar days of the decision to transfer.
- B. Involuntary transfers shall be avoided whenever possible. No involuntary transfer shall be made for punitive reasons. The administration will provide a detailed explanation of the need for the transfer and allow the bargaining unit member to express his/her views on the potential transfer. An employee may refuse the transfer when there is a qualified member that meets the criteria of the position with less seniority within the same building.
- C. Employees that have been involuntarily transferred shall be given first consideration before posting of vacant positions. All interested bargaining unit members must apply for any newly created positions.

- D. A request for a voluntary transfer to another building or reassignment to a different position for the following school term shall be made in writing to the Superintendent and/or his/her designee. A transfer request may be made whenever a vacancy occurs. All transfer requests will be given first consideration over outside candidates. The bargaining unit member requesting the transfer shall be notified in a timely manner.

**Section 3.3 -Work Day**

- A. The work day for paraprofessionals will be a seven and one-half (7-1/2) hour day. Paraprofessionals will be available for assignments during the seven and one-half (7-1/2) hour day which includes a duty-free lunch. Paraprofessionals may be assigned duties with students and teachers. However, paraprofessionals shall not be assigned to more than three (3) teachers during a semester. Every effort will be made to make sure that "Classroom Paraprofessionals" shall not have more than three (3) student contact periods in a row. In the event a paraprofessional has four (4) student periods in a row, that paraprofessional shall receive an additional fifteen (15) minute break.
- B. Each paraprofessional shall receive thirty (30) minutes of non-student contact time as approved by the Administration, and when possible to schedule exclusive of communication period (CP). All paraprofessionals shall receive a fifteen (15) minute break. Classroom paraprofessionals shall not be required to grade papers, copy papers, complete attendance, and/or any other type of clerical tasks (including writing lesson plans).
- C. Employees shall have duty-free lunch periods equal in length to that of the teachers.
- D. The work year will be the number of days on the approved school calendar, not to exceed one hundred eighty-five (185) days. Unused emergency days shall be disposed of according to current practice.
- E. Each paraprofessional may at his/her discretion be absent, without loss of pay or benefits, on one of the scheduled Parent-Teacher Conference Days. In buildings where more than fifty percent (50%) of the paraprofessional staff has requested to be absent the same Parent-Teacher Conference Day, the most senior staff will be given first preference. For the purposes of this section of the Agreement the current evening session and daytime session will be considered one day first semester and one day second semester.  
  
If a paraprofessional is requested to work both first semester and second semester Parent-Teacher Conference days, they will be compensated at the "workshop" rate as specified in the Agreement between the Board of Education and the Faculty Association of District 205. If a paraprofessional is requested to work as a translator, they will be compensated at the "translator" rate as specified in the Agreement between the Board of Education and the Faculty Association of District 205.
- F. In the event of a classroom overload, the paraprofessional assigned will be compensated for the overload. The paraprofessional will be compensated at the rate of \$45 per day for each overloaded class period. When there are more than twenty (20) students at any

given time in In-House/Detention or “sweep room”, another adult supervisor, who may not be a paraprofessional will be assigned to assist until the number of students drops below twenty (20). If the overload is not covered, the employee shall be compensated at the overload rate. In a classroom where there are two (2) paraprofessionals assigned and one is absent, the remaining paraprofessional shall be compensated at the overload rate.

- G. Paraprofessionals will record work hours through the use of biometric scanner and/or remote kiosk equipment. Paraprofessionals will receive access to the records of their work time logged in the above-mentioned system. The biometric scanner and/or kiosk will be used to clock in and out and track sick/personal leave. All paraprofessionals will be given a ten (10) minute grace window before or after their start time.

### **Section 3.4 - Inclusion**

Section 3.4 is intentionally omitted.

### **Section 3.5 - Employee Discipline**

- A. No bargaining unit member shall be suspended or discharged without just cause. Any such discipline shall be subject to the grievance procedure hereinafter set forth including arbitration. No bargaining unit member shall be reprimanded without specific grounds forming the basis for disciplinary action and such information will be made available to the bargaining unit member and the Union in writing.
- B. A bargaining unit member shall be entitled to have present a representative of the Union during any meeting which is called for the purpose of administering discipline. Prior to such meeting, the superintendent, building administrators or immediate supervisors shall provide the paraprofessional with written notice, specifying the allegations against him/her and the information supporting such allegation. Prior to such meeting, the paraprofessional shall have reasonable time to review the allegations with representative(s).
- C. When a request for such representation is made, no action shall be taken with respect to the bargaining unit member until such representative of the Union is present, except in emergencies. Should disciplinary action likely occur at a given meeting, the bargaining unit member shall be advised immediately of said possibility and be advised of the right to representation under this provision of the Agreement.
- D. If, after such meeting, a decision is made to issue a written reprimand, the paraprofessional shall receive a copy of the written reprimand. The written reprimand may specify the length of time the reprimand will remain in the employee's file and the reason for the reprimand and shall be signed and dated by all parties involved.
- E. There shall be a probationary period wherein the employer need not have just cause to suspend or discharge an employee. This probationary period shall be one (1) complete school year or 185 workdays from the date of hire, for all new employees.

- F. A probationary employee granted an unpaid leave of absence shall not have the time of an unpaid leave of absence count towards the probationary period.

**Section 3.6 - Vacancies**

- A. Job vacancies shall be posted in each building and on the District website with a copy sent to the President of U.S.S., so currently employed paraprofessionals may apply for transfer. Notices shall include job descriptions, if available, and minimum qualifications. When filling vacancies for which the employee is legally eligible, consideration shall be given to seniority, prior district experience and performance.
- B. During the summer, positions will remain open a minimum of ten (10) business days after the vacancy is posted.

**Section 3.7 - Bargaining Unit Work**

Bargaining unit work shall only be completed by bargaining unit members. No outside employee such as E.C.H.O., childcare assistants, substitute teachers, etc. shall complete bargaining unit work before, during or after the school day. In the event a substitute is required for a paraprofessional position for a planned absence, a retired paraprofessional, that is qualified, shall be given first consideration over District substitutes. A paraprofessional “sub” list shall be maintained at the District office and will not be required to be used for unplanned absences.

Work outside of the regular school schedule (after school programs, athletics, Saturdays) are considered extra-compensation positions and bargaining unit members shall be given first consideration over outside applicants for positions for which they are qualified.

**ARTICLE IV  
LEAVES**

**Section 4.1 - Child Rearing Leave**

- A. An employee may apply for and shall receive a leave for purpose of child rearing during the first year of the child's life. The Superintendent or his/her designee and the employee shall meet to discuss the terms and conditions of such leave. The employee shall determine the length of such leave, but it shall not exceed the balance of the school term.
- B. The leave shall be without pay.
- C. The employee may elect to continue in the District insurance program at his/her own expense.

- D. An employee on leave shall inform the Superintendent by April 1<sup>st</sup> or eight (8) weeks after child birth, whichever is later, as to the employee's intention to return to work for the following school term.
- E. Upon return, the employee shall be guaranteed a position in the District within the bargaining group. If the employee is out for six (6) weeks or less, the District will return the employee to the same position held before the leave. If an employee is out more than six (6) weeks the employee will not be guaranteed the same position previously held upon return.

**Section 4.2 - Personal Business Leave**

- A. The Board shall grant two (2) days of personal leave each year. An example of personal business for which personal leave may not be used under penalty of reprimand and/or dismissal: shopping, recreation, travel, job interviews, and outside employment. Personal business days may be used in period-by-period increments or seven and one-half (7½) increments.
- B. Personal leave shall require the employee to notify the Superintendent or his/her designee in advance of the intention to use personal business day(s).
- C. The day before or after a school holiday may not be used as a personal leave day.
- D. Unused personal business days shall be allowed to accumulate solely for the purpose of increasing each employee's accumulated and unused sick days with the District providing each employee with an updated record of the accumulated sick days by the second payday of the new school year.

**Section 4.3 - Sick Leave**

- A. The Board shall grant each employee sick days in accordance with the following category based upon compensation levels:

Years	Days of Leave Granted Per Year
0-3	10
4-7	12
8+	15

- B. Sick leave shall be granted to non-probationary employees on the opening day of the school term in an amount equal to the yearly allotment.
- C. Probationary employees shall be credited one (1) day of sick leave for each complete twenty (20) days of employment remaining in the school year to a maximum of ten (10).
- D. Sick leave shall be defined as personal illness, quarantine at home or serious illness or death in the immediate family or household.

- E. The immediate family being defined as: children, parents, spouse, brothers, sisters, grandparents, grandchildren, parents-in-law, brothers and sisters-in-law, legal guardians, and others with the approval of the building principal.
- F. A bargaining unit member may accumulate two hundred and fifteen (215) unused sick leave days.
- G. Sick leave may be used in increments. Each day consists of seven and one-half (7½) increments.
- H. The District, in cooperation with the U.S.S., shall establish a Sick Leave Bank on a voluntary basis. The U.S.S. shall administer the Sick Leave Bank and shall establish rules for the implementation, eligibility, and use of the Sick Leave Bank. A copy of the established rules shall be on file in the District Personnel Office. The U.S.S. shall provide to the District Personnel Office the names of participating members and the subsequent charges against the Sick Leave Bank. The U.S.S. agrees to hold harmless the District, the Board, Administration, and all District employees for any and all claims, damages, or legal actions initiated pursuant to this section or by any participant related to the implementation, eligibility, or use of the Sick Leave Bank. A paraprofessional participating in the Sick Leave Bank shall hold harmless the District, the Board, the Administration, all District employees and the U.S.S. for any and all claims, damages or legal actions initiated pursuant to this section or the implementation, eligibility, and use of the Sick Leave Bank.
- I. An employee who has exhausted accumulated sick leave and Sick Leave Bank allotment will, upon furnishing adequate medical certification, be granted an unpaid leave of absence not to exceed ninety (90) school days, or the remainder of the school term, whichever is shorter. An employee who is unwilling to return to work upon the expiration of extended sick leave may be terminated.

#### **Section 4.4 - Discretionary Leave**

Upon written application, the Superintendent is authorized to grant additional unpaid leaves of absence for what reasons and subject to such conditions and limitations as he deems appropriate. The granting or failure to grant any such leave shall not serve as a precedent for any future leave nor shall any action of the Superintendent under this section be subject to the grievance procedure. The employees may elect to continue in the District's insurance program at his/her own expense.

#### **Section 4.5 - Professional Leave**

When the Superintendent or his/her designee approves the recommendation of the principal that a paraprofessional expand his/her knowledge of skills, the District will authorize attendance at the meeting or conference, during school hours, with pay, and with meeting reimbursement in accordance with District policy.

#### **Section 4.6 - Union Leave**

Should the Union request to send representatives to local, state, or national conferences, such representatives may be excused subject to approval of the Superintendent. The cost of substitutes

shall be borne by the Union. Total leave in each school year for all such Union purposes shall not exceed a total of ten (10) days. One individual shall be limited to three (3) consecutive days.

#### **Section 4.7 - Work-Related Injury**

Should a member of the bargaining unit become injured and unable to work due to an injury incurred in the course of performing employment duties, the member shall suffer no loss of pay. In the event compensation is received for the injury, the Board shall pay the difference between the compensation received and the employee's salary. The employee shall not be charged his/her sick leave, if any, for such absences. The above provisions shall apply until the employee is eligible to take temporary disability under IMRF.

#### **Section 4.8 - Family Medical Leave Act**

##### **A. Definition**

As used in this section:

1. "Eligible employee" means an employee who has been employed in a full-time capacity with the District for at least twelve (12) months and has at least 1,250 hours of service with the District during the twelve (12) months which precede the period of the requested leave.
2. "Equivalent position" shall mean any position for which an eligible employee is qualified with compensation and benefits equal to or better than the compensation and benefits received by an eligible employee prior to being granted a leave under this section.
3. "Daughter" or "Son" shall be defined as a biological, adopted, or foster child, a stepchild, a legal ward, or a person for which the employee is standing in loco parentis.
4. Other terms shall be defined in the Family and Medical Leave Act and rules and regulations as promulgated by the United States Department of Labor.

##### **B. Leaves**

1. Eligible employees shall be granted a total of twelve (12) work weeks of unpaid leave during any year for one or more of the following reasons:
  - a. the birth of a child;
  - b. the adoption of a child or the placement of a foster child;
  - c. to care for a spouse, son, daughter, or parent who has serious health conditions; and
  - d. a serious health condition that makes the employee unable to perform his/her job.
2. An eligible employee may be eligible for up to twenty-six (26) weeks of FMLA leave in a twelve (12) month period to care for a member covered by this contract with a serious injury or illness.

3. An employee may use, but shall not be required to use, paid sick leave days and/or personal leave days during the period of a leave taken under the Family and Medical Leave Act.
4. Any employee returning to the District at the conclusion of FMLA leave will be assigned to a paraprofessional position in the District. Employer is not required to hold the position that the employee held prior to the FMLA open or unfilled for the employee's return.

**C. Notification**

In any case in which the necessity of leave under subparagraphs 8-1-a or 8-1-b is based upon an expected birth or placement, the eligible employee shall provide the Superintendent at least thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take leave under such subparagraph. Where due to unforeseen circumstances, such notice is not practicable, said employee shall provide as early a notice as practicable.

In any case in which the necessity for leave under subparagraphs 8-1-c or 8-1-d is based upon illness or a serious health condition, the eligible employee shall make every reasonable effort to schedule the treatment so as not to disrupt unduly the operations of the District, subject to the approval of the health care provider. The eligible employee shall provide the Superintendent with not less than thirty (30) days' notice before the date the leave is to begin, of the employee's intention to take the leave. Where due to unforeseen circumstances such notice is not practicable, the employee shall provide as early a notice as practicable.

**D. Repealer**

In the event the *Family and Medical Leave Act* is repealed, then this section of this Article shall, as of the date of repeal, no longer be in force and effect. In the event the Family and Medical Leave Act is amended, then the terms of the amended Act shall supersede in the instance of a conflict between the Act and the above provisions.

**Section 4.9 - School Visitation leave**

The Employer shall grant employees time, up to a maximum of one (1) workday, without compensation to attend school conferences or classroom activities, which cannot be scheduled at another time, related to the child (biological, adopted, foster, step child or legal ward) of an employee, who is enrolled in a primary or secondary public or private school. This is conditioned on the employee having used their two (2) personal business days. Additionally, the employee may elect to make up the lost time missed for school visitation leave so as to not have a loss in wages.

**Section 4.10 – General Leave**

When the Superintendent or his designee under written notice approves a General Leave, General Leave shall be granted for a period of at least one (1) month, but not in excess of one (1) year for purposes other than specified in Article 4.1 – Article 4.9. Such leave shall be without pay of the employee's primary salary and benefits unless otherwise stated. General Leaves shall include:

1. Student Teaching; and
2. Title 1 or Grant positions

Any leave under this provision shall not count towards seniority. Any leave under this provision will have a lifetime cap of two (2) leaves, at one (1) each year.

Upon returning from leave, an employee will receive an assignment for which he/she is qualified provided that the leave status will not exempt an employee from a reduction in force.

**ARTICLE V**  
**SUMMER SCHOOL/WORK**

**Section 5.1 - Summer School**

- A. Participation in the Summer School program shall be voluntary.
- B. Summer School positions will be posted and open to employees in the bargaining unit before they are opened to persons outside the unit. The administration will provide the President, the Treasurer, and the Secretary of the Union a list of applicants by the end of the school year. The administration will provide the President, the Treasurer and Secretary of the Union a list of individuals hired for Summer School within ten (10) days following Board approval of hiring.
- C. In the event travel is required, the employee shall be entitled to mileage pay at the rate set in Board Policy.
- D. Summer School positions shall be filled in accordance with the District Paraprofessional seniority list with paraprofessionals who are qualified to hold the position.
- E. Compensation for summer school will be as follows:

Summer				
2024	2025	2026	2027	2028
\$35.00	\$36.00	\$37.00	\$38.00	\$39.00

This daily hourly rate shall be paid to the paraprofessionals for up to twenty-six (26) days of summer school, five (5) hours per day (following the calendar which was approved by the Board of Education). This includes two (2) fifteen (15) minute breaks each day of summer school.

**Paraprofessional Attendance**

Paraprofessionals shall report for duty fifteen (15) minutes before class begins and remain ten (10) minutes after classes.

- F. Summer School employees will receive one (1) sick leave day per semester. Unused summer school sick days will not carry over into the regular school year or following summer.
- G. Summer school paraprofessionals shall be paid on the regularly scheduled paydays during the summer school session with the balance of compensation paid on the last day of each summer school semester.

**ARTICLE VI**  
**ECONOMIC BENEFITS**

**Section 6.1 - Fringe Benefits**

- A. \$50,000 term life insurance.
- B. \$50,000 Accidental Death and Dismemberment benefit.
- C. Health and Major Medical Insurance
  - 1. The Board shall make available to all regularly employed employees of District 205 two (2) health and major medical insurance options: an HMO plan and a Blue Cross/Blue Shield PPO Plan. The cost of individual and family coverage shall be provided in part at Board expense. Each employee shall be required annually during the month of September to select the desired insurance option. Said coverage is for twelve (12) months. Plan specifications appear in Appendix A.
  - 2. Employees electing family coverage under the HMO Plan shall be required to contribute the following amounts:

2023-2024	\$820
2024-2025	\$820
2025-2026	\$820
2026-2027	\$820
2027-2028	\$820

Employees electing single coverage under the HMO Plan shall be required to contribute the following amounts:

2023-2024	\$170
2024-2025	\$170
2025-2026	\$170
2026-2027	\$170
2027-2028	\$170

Employees electing family coverage under the Blue Cross/Blue Shield PPO Plan shall be required to contribute the following amounts:

2023-2024	\$920
2024-2025	\$920
2025-2026	\$920
2026-2027	\$920
2027-2028	\$920

Employees electing single coverage under the Blue Cross/Blue Shield PPO Plan shall be required to contribute the following amounts:

2023-2024	\$190
2024-2025	\$190
2025-2026	\$190
2026-2027	\$190
2027-2028	\$190

The annual employee contributions will be assessed through equal payroll deductions.

Drug copay: generic \$10.00; Brand \$25.00; non-formulary \$45.00.

- 3. The health insurance plan will contain coordination of benefits.
- 4. A joint committee of administrators and all District employee groups shall investigate proposed changes in insurance, any Blue Cross/Blue Shield potential riders, monitor implementation of the PPO, investigate cost savings, PPO hospital network, and other insurance issues as they evolve.

The health insurance plan shall include Hospice coverage.

- D. Employees may participate in any insurance study group that is established by the District.
- E. Individual Dental Insurance at no cost to the employee. A dependent plan is available on a payroll deduction basis. The dependent dental premium is \$400.00 per year.
- F. Long Term Disability at seventy percent (70%) - maximum two (2) years.
- G. Early retirees may remain in this program indefinitely, but at such time as they are eligible for Medicare, the District's plan shall become secondary insurance and Medicare shall be the retiree's primary insurance.
- H. The Board will maintain an IRS Section 125 Flexible Benefits Plan.

**Section 6.2 - Personal Loss**

The Board shall indemnify employees against any loss, resulting from the damage, destruction or theft of personal property required and previously approved for the performance of the employee's duty, provided the loss is not due to negligence, as determined by the building principal. No loss shall be considered unless the employee's personal property is insured in which case the loss shall be limited to actual loss after any personal insurance payments are applied for and made up to a maximum of five-hundred (\$500.00) dollars. Under no conditions will the Board be responsible for more than five-hundred (\$500.00) dollars in total losses on a single case. Requests for payment under this provision shall be made in accordance with Business Office procedures.

**Section 6.3 - Luncheon Pay**

When requested by a supervisor, an employee who surrenders his/her duty-free lunch, shall be paid at the rate of \$45.00 per hour.

**Section 6.4 - Internal Substitution**

When requested, an employee, who becomes responsible for supervising an uncovered class shall be compensated at the rate of \$45.00 per period.

**Section 6.5 - Jury Duty**

Any employee called to jury duty shall receive full pay.

**Section 6.6 - Mileage Reimbursement**

When required by the Board to travel during the course of the employee's business day, an employee shall receive reimbursement for mileage actually incurred at the established District rate.

**Section 6.7 - Compensation**

All new employees starting on July 1, 2023, shall be paid at a rate of \$30,181.84. The starting rate shall be frozen for each contract year from 2023-2024 through 2027-2028 and shall not receive a percentage increase during any of the five (5) year term of this Agreement. Bargaining unit members will receive the percentage increases listed below.

All employees will receive the following percentage increases to their current salary as of June 30th of the respective Contract Terms:

- 2023-2024 – 4.0%
- 2024-2025 – 4.0%
- 2025-2026 – 4.0%
- 2026-2027 – 4.0%
- 2027-2028 – 4.0%

Paraprofessionals and Nurses that have a work attendance rate of 95% or more of the 2023-2024 school year beginning August 10, 2023, will receive a \$5,000 attendance bonus. In calculating the 95% attendance rate, a Paraprofessional or Nurse shall not be absent for more than nine (9) workdays, excluding bereavement (up to a maximum of three (3) days), during the 2023-2024 school year. The attendance bonus shall be paid out by the last payroll of the 2023-2024 school year on or before June 30, 2024.

Paraprofessionals and Nurses that have a work attendance rate of 95% or more during the 2024-2025 school year beginning August 12, 2024, will receive a \$5,000 attendance bonus. In calculating the 95% attendance rate, a Paraprofessional or Nurse shall not be absent for more than nine (9) workdays, excluding bereavement (up to a maximum of three (3) days) during the 2024-2025 school year. The attendance bonus shall be paid out by the last payroll of the 2024-2025 school year on or before June 30, 2025.

**Section 6.8 - Professional Enrichment and Compensation For Work Beyond the Regular School Day**

- A. Approved courses offered by the District shall be available to interested paraprofessionals when approved for enrollment by the administration. Such enrollments may be limited by the administration. Paraprofessionals will be compensated at the District rate per hour after completion.
- B. When a paraprofessional is required or requested to work beyond their regular school day, they will be paid \$45 per hour. When this work is supervision of students, they will be paid \$45.00 per hour.
- C. Courses and Seminars  
When the Superintendent or designee approves the recommendation of the Principal that a paraprofessional expand his/her knowledge or skills, the District will authorize attendance at the meeting or conference, during school hours, with pay of \$45 per hour, and with meeting reimbursement in accordance with District policy.
- D. New Paraprofessional Training Academy  
The District shall require new paraprofessionals to participate in a minimum two (2) day New Paraprofessional Training Academy, which shall be held in the summer during the New Teacher Academy.
- E. Workshop Trainer. A workshop trainer is any person who presents program/training session/workshop at the behest of the District or Building Administration and/or Department Chairperson. The trainer would have responsibility for the presentation and preparation of the program. Any employee that is a workshop trainer will be compensated at the rate of \$45.00 per hour.
- F. Extra Compensation Position  
When a paraprofessional is offered and accepts an Extra Compensation position as provided in Appendix C of the Agreement between the Board of Education and the Faculty Association of District #205; the paraprofessional shall be compensated in accordance with Appendix C of that Agreement. This position shall be for one (1) school year (185 days).
- G. Paraprofessionals will be hired for extra compensation positions before substitute teachers or any individual who is not a District employee.

- H. Whenever a paraprofessional is performing duties for a classroom overload, ESL Translator, Workshop Trainer, Workshop, Twilight School Instruction, Credit Recovery Instruction or Period by Period Substitute, they will be paid at a rate of \$45.00.

### **Section 6.9 - Tuition Reimbursement**

Subject to the District's Superintendent of Schools' prior written approval, paraprofessionals and nurses may be eligible to *receive* tuition reimbursement from the District for attendance at an accredited institution and successful completion of a course or program in a content area taught in the District. Only employees who have completed their probationary period and who are employed on a full-time basis during the school year may be considered as eligible to apply for approval of tuition reimbursement. New hires and separated employees are not entitled to request or receive tuition reimbursement.

The maximum tuition reimbursement for per academic year shall be the cost of the course or program tuition which shall not exceed no more than One Thousand Dollars (\$1,000). Reimbursement shall only apply to the cost of course or program tuition. No other educational expenses such as books, fees, travel, or other fees are eligible for tuition reimbursement. Courses or programs must be toward an education degree or certificate. Employees must obtain a B or better grade in the course or program to be eligible to receive payment for a prior approved request for tuition reimbursement.

To be considered for tuition reimbursement, the employee must submit a request for tuition reimbursement to the District's Superintendent of Schools at least 60 days prior to enrolling in or starting a course or program. The request for tuition reimbursement shall be in the following form:

Submit a letter to the requesting tuition reimbursement. The letter must identify the name and address of the academic institution, the course or program, dates, description, and tuition cost. The paraprofessional shall also explain how attendance and completion of this course or program advances the goals and objectives of the District.

Attach to the letter a copy of the course or program description and tuition costs; and

Attach to the letter to copy of the acceptance letter from the academic institution.

After submitting for approval, the request for tuition reimbursement, the District's Superintendent of Schools will send written notification to the employee whether the request is approved or denied. The tuition reimbursement eligibility under this section does not guarantee the District's approval of a request for tuition reimbursement. The course or program must be consistent with and aligned to the educational goals of the District.

After the District's approval of the request for tuition reimbursement and successful completion of the course or program, the employee shall submit to the District Superintendent of Schools a receipt showing the tuition paid and an official transcript (or grade report) showing the final grade of received.

**Section 6.10 - Unused Accumulated Leave Days**

In the event that a bargaining unit member's employment is terminated for reasons of resignation, reduction in force, or retirement, said member has the option of (1) either donating all or a portion of their unused sick leave days to the Sick Leave Bank, (2) up to one hundred (100) sick leave days may be cashed in at a rate of sixty dollars (\$60.00) per day, or (3) requested to be turned into IMRF for future retirement purposes or a combination of any of the three. In the case of the death of the employee, the payment will be made to the employee's beneficiary.

**Section 6.11 - Retirement Insurance Benefit**

Employees choosing to retire with a minimum of twelve (12) years' experience as an employee in Thornton High School District 205, the Board will pay seventy-five percent (75%) of the premium for single health insurance coverage not to exceed \$5,000 in one (1) given year for a period not to exceed five (5) consecutive years provided the employee elects a Board/Union agreed to HMO/PPO health insurance program. The retirement insurance premium will be set annually by the District for the subsequent years and all participants may elect installments as agreed upon by the Director of Business Affairs. Upon attaining Medicare eligibility, "premium for single health insurance coverage" will be the premium cost for the District's plan offered to employees to serve as secondary and supplemental to primary Medicare coverage.

**ARTICLE VII**  
**SENIORITY AND REDUCTION IN FORCE**

**Section 7.1 - Definition of Reduction-In-Force and Seniority**

- A. Reduction-In-Force shall be defined as the honorable discharge of an employee due to the decision by the employer to decrease the number of bargaining unit employees employed or to discontinue a particular type of service performed by employees in the bargaining unit.
- B. Seniority shall be defined as the length of service as a member of the bargaining unit. Accumulation of seniority shall be given on the first day of each school year. Probationary bargaining unit members shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their date of hire. In the event that more than one individual bargaining unit member has the same date of hire, their position on the seniority list shall be determined by a coin toss conducted by the Union President and the Superintendent or his/her designee prior to issuing the seniority list. The date of hire shall be defined as the employee's 'hire' letter effective date of employment.
- C. Part-time bargaining unit members shall accrue seniority on pro rata basis.

**Section 7.2 - Classifications Within Bargaining Unit**

For purposes of this Agreement, each continuing employee shall earn seniority rights within the following classifications:

- 1. Classroom Paraprofessional

2. In-House Suspension/Detention Hall Attendance Supervisor and Study Hall Supervisor
3. Computer Lab Supervisor (formerly Media Services), Technology Supervisor
4. Infant Care Center Paraprofessional
5. Specialized (ELL, Job Coach, Dean's Assistant)
6. Nurse

**Section 7.3 - Seniority List**

Annually, the Administration shall prepare, maintain and post a seniority list by November 1st. A copy of said list and subsequent revisions shall be provided to the Union President.

**Section 7.4 - Loss of Seniority**

- A.
  1. Resignation
  2. Dismissal for Cause
  3. Retirement
  4. Being on layoff for a period of time equal to seniority at the time of layoff or for two (2) years, whichever is greater
  5. Employment in a position excluded from the bargaining unit for a period greater than two (2) years.
  
- B. Seniority is retained but shall not accrue during the following:
  1. Layoff
  2. Unpaid leave of absence

**Section 7.5 - Reduction Procedures**

- A. If a bargaining unit member(s) is/are removed or dismissed as a result of a decision by the District to decrease the number of bargaining unit employees or to discontinue a particular type of bargaining unit service, written notice shall be given to the employee(s) by registered mail at least sixty (60) days before the end of the school term, together with a statement of honorable dismissal and the reasons therefore.
  
- B. The employee(s) with the shorter length of seniority as defined in 7.1.B within his/her respective classification shall be honorably discharged first as defined in 7.1.B. In no case shall a new employee be employed while there are laid off bargaining unit members who are 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.

**Section 7.6 - Recall Rights**

- A. If the District has any vacancies for the following school term or within two (2) calendar years from the beginning of the following school term for employee(s) dismissed prior to March 1<sup>st</sup> and from the date of dismissal for employee(s) dismissed after March 1<sup>st</sup>, the position thereby becoming available within the specific classifications (as defined in

Section 7.3) shall be tendered to the employee(s) so removed or dismissed from the classification, so far as they are qualified to hold such positions.

- B. Laid off bargaining unit members shall be recalled in order of seniority, with the most senior being recalled first to any position for which they are qualified. Notices of recall shall be sent by certified or registered mail to the last known address as shown on the employer's records. The recall notice shall state the time and date on which the bargaining unit member is to report back to work.
- C. It shall be the bargaining unit member's responsibility to keep the employer notified as to his/her current mailing address. A recalled bargaining unit member shall be given three (3) calendar days from receipt of notice to accept or decline the position. Once the bargaining unit member has accepted the position, he/she shall be given ten (10) calendar days to report to work. Calendar days exclude Saturday, Sunday, and holidays.

A bargaining unit member who declines recall to full-time work for which he/she is qualified shall forfeit his/her seniority rights. Bargaining unit members on layoff shall maintain seniority during the period of such layoff.

## **ARTICLE VIII** **GRIEVANCE PROCEDURE**

### **Section 8.1 - Definition**

A "grievance" shall mean a claim by the Union or an employee that there has been a violation, misinterpretation, or misapplication of any of the provisions of this Agreement.

### **Section 8.2 - Purpose**

- A. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise. Both parties agree that these procedures will be kept informal and confidential as may be appropriate at any level of the procedure.
- B. Nothing contained herein shall be construed as limiting the rights of any paraprofessional having a complaint to discuss the matter informally with any appropriate member of the administration and having the complaint adjusted without intervention of the Union, provided any such adjustment shall be consistent with the terms of the Agreement.

### **Section 8.3 - Grievance Representation**

- A. At all steps of a grievance after it has been formally presented, in writing, at least one (1) Union representative may attend any hearings, appeals, or other proceedings required to process the grievance. Legal counsel of either the Union or the Board of Education may be present at any of these above-mentioned hearings provided notice of intention to have such counsel present shall be given at least two (2) days in advance.

- B. Upon request, the Board shall make available to the Union one (1) copy of any information, statistics and/or records which are pertinent to the grievance being processed. Nothing herein shall require the Administration to research and assemble information for the Union or to furnish personal notes and privileged correspondence.
- C. If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Union.

#### **Section 8.4 - Time Limits**

- A. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each step shall be considered as a maximum.
- B. If no written decision has been rendered within the time limits indicated in a step, the grievance may be processed to the next step.
- C. As used herein, "days" means Monday through Friday except days when the school district is closed, or days during the school term when employees are not required to be in attendance.
- D. The time limits may be extended by mutual agreement.

#### **Section 8.5 - Initiating and Processing**

The Superintendent and the grievant(s) shall be sent all copies of correspondence. Each party shall have the right to include in its representation at any meeting held pursuant to this Article appropriate witnesses or consultants who shall have the full right to participate as called upon by the inviting party. The grievant shall also have the right to be present and to speak at any and all grievance meetings.

##### **A. Step 1**

The grievant shall institute the grievance within thirty (30) days following the occurrence of the *event* complained of or within thirty (30) days of the date when the grievant should have reasonably ascertained the occurrence of such event, by submitting a written statement to the immediate supervisor involved. Such written statement shall include:

1. The exact nature of the grievance.
2. The act(s) complained of and when they occurred.
3. The identity of the employee(s) involved.
4. The specific section(s) or provision(s) of this Agreement that are claimed to have been violated.
5. The remedy sought.

The immediate supervisor shall have five (5) days in which to hold the meeting and *five* (5) days following such meeting to present a written explanation of his/her position on the grievance to the grievant and to the Union.

- B. **Step 2**  
Should the grievant be dissatisfied with the immediate supervisor's decision, he/she may petition within ten (10) days thereafter to be heard by the principal. The principal will present within ten (10) days after such hearing a written decision on the grievance to the grievant and to the Union.
- C. **Step 3**  
Should the grievant be dissatisfied with the principal's decision, he/she may petition within ten (10) days thereafter to be heard by the Superintendent. The Superintendent will present within fifteen (15) days after such a hearing a written decision on the grievance to the grievant and to the Union.
- D. **Step 4**  
If the grievance is not resolved at Step No. 3, then the Union within ten (10) days after the date of the receipt of the written answer from the Superintendent may submit the grievance to the Board of Education. The Union shall submit a request to be placed on the agenda for the next regular meeting of the Board. The Board shall give a decision in writing to the Union within ten (10) days following the meeting at which the Union made the presentation.
- E. **Step 5**  
If the Union is not satisfied with the disposition of the grievance at Step No. 4, the Union may submit the grievance to final and binding arbitration under the "Labor Arbitration Rules" of the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within ten (10) days of the Board's written decision, then the grievance shall be deemed withdrawn.
1. No more than one (1) grievance at any one time shall be referred to the Arbitrator unless otherwise stipulated by an agreement between the parties.
  2. Only grievances which involve an alleged violation of a specific section or provision of this Agreement which are processed in the manner and within the time limits provided herein shall be subject to arbitration.
  3. The jurisdiction of the Arbitrator is limited to:
    - a. The interpretation of the specific term(s) of this Agreement which are applicable to the particular issue presented to the Arbitrator.
    - b. The rendering of a decision or award which in no way modifies, adds to, subtracts from, changes, or amends any term or condition of this Agreement or which is in conflict with any of the provisions of this Agreement.
    - c. Providing a remedy within the terms of the Agreement.

The fees and expenses of the arbitrator shall be paid one-half (1/2) by each party.

4. Neither party shall disclose in any manner to the Arbitrator any information concerning previous offers of settlement made by the other party.
5. Any grievance not processed within the time limits specified within Steps 1, 2 and 3 of Article VIII above shall be deemed finally closed, unless the parties otherwise mutually agree in writing.

### **Section 8.6 - Initiation of Special Types of Grievances**

When an employee or the Union has a grievance arising from the action of an authority higher than a principal, the grievance may be filed originally at Step 3 of the procedure and information copies of the grievance shall be sent simultaneously to the principal.

### **Section 8.7 - General Provisions**

- A. Upon settlement of the grievance, all documents, communications, and records dealing with the processing of a grievance will be filed in a separate grievance file and not in the personnel files of the participants.
- B. Should the processing of any grievance require that an employee, acting individually or as a Union representative be released from his/her regular assignment, said employee shall be released without loss of pay or benefits.
- C. All grievances of all employees shall be processed through the Union.

## **ARTICLE IX** **NON-LICENSED SCHOOL NURSES' EMPLOYMENT**

- A. All nurses' work year shall consist of 185 days including two (2) teacher institute day(s), and one (1) parent-teacher conference day. In the event a nurse is requested to work early or late registration during the school year (*i.e.* when students are in regular attendance), the nurse will be compensated at an hourly rate of \$45.00 per hour if the registration occurs before or after regular school hours of 8:00 a.m. to 3:30 p.m.

For nurse registration work occurring over the summer (*i.e.* after the last student attendance day in one school year up to the last scheduled registration day preceding the first day of the following school year), nurses will be compensated at a flat per diem rate equal to a regular workday of 7.5 hours based upon their most recently earned full annual salary. For example, if such summer registration work is performed during the summer of 2023, the nurse's 2022-2023 annual salary would be used for this per diem rate calculation.

- B. The workday of nurses will be a seven and one-half (7.5) hour day unless specifically provided herein. Each nurse shall be entitled to a thirty (30) minute paid duty-free lunch

break and two (2) paid fifteen (15) minute breaks during the workday. When a nurse is required or requested to work beyond their contractual workday, they will be compensated at an hourly rate of \$45.00 per hour. The nurse shall submit a timesheet to his or her supervisor for all such hours worked.

- C. Nurses who work summer school shall be compensated at the rate of: \$4,550 for an AA, \$6,000 for a BA and \$6,500 for a MA for that work. Nurses will receive each summer thereafter a 3% increase for summer school pay. However, no nurse may receive compensation for both summer school and summer registration work (as identified above in section A) performed on the same day. In the event both summer school and summer registration work are performed on the same day, then the nurse shall receive only the summer school compensation for that day's work.
- D. The nurse shall report directly to the building principal. The Board shall make reasonable efforts to employ two nurses at each of its three (3) high school buildings (*i.e.* Thornton Township High School, Thornridge High School and Thornwood High School).
- E. During any future pandemic(s), when in-person instruction is taking place, the Board shall provide a separate space within each of its three (3) high school buildings to be used as a "quarantine room" for circumstances that pose a threat to community health. The Board's security personnel and/or third-party security contractor's personnel shall directly supervise the students and/or staff who are placed in this quarantine room. The nurse shall oversee this supervision from outside of the quarantine room.
- F. During any future pandemic(s), when in-person instruction is taking place, the nurse may be required to collect temperatures of staff and students prior to entry to the school buildings, and/or conduct any screening(s) and/or health assessment(s) recommended by the Illinois State Board of Education (ISBE), Illinois Department of Public Health (IDPH) and/or the Centers for Disease Control and Prevention (CDC) and as directed by the Board.
- G. During any "exclusion week," the Board shall provide a designated security officer in the nurse's office in each of its three (3) high school buildings.
- H. The nurse shall not be required to participate in a student's reintegration meeting. The nurse may copy any paperwork and administer the medication as prescribed in the student's school records.

**Remote Learning Working Conditions:**

- A. During any full remote student learning period (*i.e.* days, weeks, etc.) the nurse shall be permitted to work remotely unless there are specific tasks and/or extenuating circumstances, as determined by the Administration, that require and/or necessitate the nurse to come to the building in order to perform his or her assigned duties. Specific tasks and/or extenuating circumstances may include, but are not limited to, manually pulling, and reviewing student records. Regardless of where their work is performed, the nurse shall still report to their building principal and perform all job duties and responsibilities, as are

applicable (due to remote learning) and/or assigned by the Administration.

- B. Nurses shall compile a health concerns list twice each school year and update the list in/to PowerSchool. Nurses shall regularly make calls from the buildings and/or remotely to at-risk students in their homes and keep written records of such calls and identify those students who need additional teaching and/or resources about their chronic health condition(s).
- C. Nurses will: (i) secure all health records for incoming freshmen and transfer students; (ii) confirm all returning students are compliant with Illinois law for immunization records, school physicals and dental forms; and (iii) maintain a roster of all students.
- D. From the buildings and/or remotely, nurses will hold office hours for students/staff at least twice a week at pre-determined published times via Google Meet. When such office hours are conducted by the nurses from the buildings (*i.e.* on campus), the Board will ensure the requisite technology is available to the nurses.
- E. Nurses will follow students' individualized health care plans, as necessary.
- F. Nurses will remain up to date on the latest evidence-based data to enhance their nursing practice.
- G. Nurses who have completed ISBE's Special Education Medical Review will be able to complete all steps of the medical review for students who need an initial or re-evaluation. Those nurses asked to complete the medical review outside of their regular day will be compensated at the rate of \$45.00 per hour. Vision and hearing screenings will be waived until in-person instruction resumes.
- H. Nurses will report required/necessary data to the State of Illinois and to the appropriate administrator, where applicable.

**Compensation:**

- A. Beginning with the 2023-2024 school year, in effect for each school year covered by this Agreement, the starting base pay for new nurses shall be \$65,000. The base salary of \$65,000 will remain for the duration of this Agreement. Any currently employed nurse whose salary is under \$65,000 shall have their salary brought to \$65,000 or receive a 4% increase, whichever is greater beginning with the 2023-2024, school year.
- B. For the 2024-2025 school year, all nurses shall receive a 4% increase to their 2023-2024 salary.  
For the 2025-2026 school year, all nurses shall receive a 4% increase to their 2024-2025 salary.  
For the 2026-2027 school year, all nurses shall receive a 4% increase to their 2025-2026 salary.

For the 2027-2028 school year, all nurses shall receive a 4% increase to their 2026-2027 salary.

- C. In addition to the yearly salary enhancements, each nurse shall receive a stipend based on the number of years of service within the District as outlined;
  - 1-3 years of service = 0%
  - 4-6 years of service = 5% (of base salary)
  - 7-9 years of service = 8% (of base salary)
  - 10-12 years of service = 11% (of base salary)
  - 13-16 years of service = 14% (of base salary)
  - 17-20 years of service = 17% (of base salary)
  - 20+ years of service = 20% (of base salary)
- D. In addition to the above, nurses with RN certification will be paid an additional \$1,500 (fifteen hundred dollars) per school year.
- E. In the event a nurse is absent, the Board shall compensate any nurse assigned to cover/fill-in for the absence at an hourly rate of \$45.00 per hour.
- F. Nurses will receive a one-time, year-end stipend payment of \$750 if they miss four (4) or fewer student attendance days throughout the course of a school year, using paid sick leave. Nurses will still be able to use paid personal leave days in addition to these four (4) or fewer sick leave days during any school year. This stipend payment, if earned, will be made by the Board after the school year is over (*i.e.* after June 30th).

**ARTICLE X**  
**EMPLOYEE EVALUATION**

- A. Within sixty (60) days after the beginning of each school term, by November 1st, non-probationary employees will be informed as to who will be conducting each employee's evaluation. Final responsibility for evaluating the employee shall rest with the Superintendent or his/her designee. Probationary employees hired after November 1st will be notified who will be conducting his/her evaluation within thirty (30) calendar days of his/her first day of work. Final responsibility for evaluating the employee shall rest with the Superintendent or his/her designee. Employee shall be evaluated utilizing the official evaluation tool. Located in Appendix B of this Agreement. Observations of employees shall be scheduled and conducted November 1st through April 30th.
- B. The normal sequence of events for each evaluation will include: A pre-conference with the employee and evaluator to review the evaluation document and to discuss position expectations, duties, and responsibilities. A post conference with the evaluator and employee to discuss the written evaluation document. If the evaluator is not an administrator, then the post conference should include the evaluator, an administrator and the employee.

- C. Each formal written evaluation shall be preceded by at least one (1) informal classroom activity observation. Non-probationary employees shall be evaluated every other year, unless the Administration recommends an annual evaluation of a specific employee or employees. Non-probationary employees who are evaluated on an annual basis shall be given a written reason for the additional evaluation year.
- D. A copy of each formal written evaluation shall be given to the employee and a conference shall be held between the employee and the evaluator within fifteen (15) school days of the formal evaluation and on/or before May 15th. A copy of the evaluation signed by both parties shall be retained by the employee at the time of the conference. All evaluations of employees are to be completed by May 15th.
- E. Should there be a disagreement on the evaluation, the employee may request, in writing, a conference with the evaluator and/or the supervisor. The employee shall sign the evaluation form, but the employee's signature shall not indicate agreement with the contents of the evaluation, but merely shall indicate receipt thereof.
- F. Any employee may attach a statement to the evaluation for enclosure in the personnel file.
- G. Remediation  
Any employee that receives an overall unsatisfactory shall be placed on a remediation plan. The plan shall be developed by the evaluator, in consultation with the bargaining unit member, and a representative of the U.S.S. Executive Board. The remediation plan shall be implemented over fifteen (15) workdays. At the end of the first seven (7) days, the evaluator, bargaining unit member and representative of the U.S.S. Executive Board shall meet to discuss progress. If changes need to be made, the committee will write up the changes and the bargaining unit member and evaluator will sign the document. At the end of the fifteen (15) workday period, the evaluator will decide whether to change the evaluation rating based on the outcomes of the plan.

**ARTICLE XI**  
**STAFF HEALTH AND SAFETY**

**Section 11.1 - Inclement Weather**

When the District closes the school building for all or part of the school day because of extreme weather conditions, all employees at the affected work site(s) shall be notified and given time off with pay.

**Section 11.2 - Staff Threat Policy and Procedures**

- A. Any case of assault, harassment, or physical attack against an employee or bargaining unit member shall be promptly reported to the building Principal or his/her designee and the President of the Union of Support Staff. The Administration and/or legal counsel of the

Board of Education will explain to the employee the process which may be followed by law enforcement agencies and judicial authorities in the handling of the situation. Cases of assault and physical attack will be reported to the local law enforcement authorities no later than twenty-four (24) hours after the occurrence of the attack.

B. Any behavior on the part of a student, which threatens the safety or property of a staff member, will be addressed through the discipline code and in compliance with the Illinois School Code. These behaviors include those of a physical, oral, or written nature which reasonably cause a staff member to feel threatened.

C. Procedures

If an incident occurs which causes the employee or bargaining unit member reasonably to feel threatened, the staff member should immediately notify the appropriate dean and/or administrator. The student will be immediately removed from the classroom as the incident is investigated, but the student's rights, including but not limited to, rights under IDEA, will be observed and respected at all times. The administrator will arrange, if necessary, for a substitute so that the paraprofessional or bargaining unit member can report to the Dean's office to prepare the incident report and to participate in a conference with an administrator and dean. After this conference, the dean will follow procedures as prescribed by the Discipline Policy, which ensures uniform enforcement.

After final disciplinary determination has been made, a conference should be held with the dean, administrator, paraprofessional(s) or bargaining unit member(s), and faculty representative, if requested.

D. The Board agrees to comply with all indemnification and defense requirements of the *Illinois School Code*.

E. No deduction shall be made from the salary of an employee or bargaining unit member for time spent in litigation in connection with any event in which the Administration supports the legal action.

F. The Board shall indemnify professional certificated employees against any loss, damage, or destruction of previously administratively approved personal property, up to a maximum of four hundred twenty-five dollars (\$425.00), while on duty with the school provided the employee has taken all necessary and reasonable precautions to provide that such loss is not due to negligence as determined by the principal or his/her designee. Employees shall be limited to a recovery of two hundred dollars (\$200.00) for the loss of a cell phone under this provision. If the loss, damage, or destruction exceeds the permissible recovery amount under this provision, the Board shall pay the professional certificated employees deductible for his/her personal insurance policy plus the permissible recovery amount, provided that the total liability of the Board and the insurance company shall not exceed the actual loss, damage or destruction.

Reasonable personal property shall not need administrative approval: for example, purse, coat, automobile, cell phone or clothing utilized in the performance of duties.

All staff will be informed no later than October 1<sup>st</sup> of each year of the necessary procedures to be followed to expedite processing of insurance loss claims regarding personal property.

- G. No action shall be initiated by the Administration against an employee or bargaining unit member regarding any complaints which warrant documentation concerning any matter which would adversely affect the continuation of the employee or bargaining unit member in his/her office of employment, salary, or salary increments without first notifying the employee or bargaining unit member involved.

If a complaint, originated by a parent/guardian of a student, will require a meeting, the employee or bargaining unit member involved shall be notified within forty-eight (48) hours in writing and shall have a right to a conference with the parents and the Administration within a reasonable period of time and may present written or verbal rebuttal to any and all complaints or charges. The involved employee or bargaining unit member may request the presence of an Association representative at the conference. If an individual is not satisfied with the results of the conference, such individual may seek an equitable solution to the problem through the normal channels of the District.

- H. In the event of an employee or bargaining unit member injury, at the discretion of the individual and/or the school nurse, local paramedics may be called to transport the injured individual to an appropriate medical facility. No District employee shall be required to transport an injured individual.

## **ARTICLE XII** **MANAGEMENT RIGHTS**

The Board retains and reserves the ultimate responsibility for proper management of the District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, including, but not limited to, the responsibility for and the right:

- A. To maintain executive management and administrative control of the District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire all employees and, subject to the provisions of the law, to determine their qualifications and the conditions for their continued employment, dismissal, or demotion, and to assign, promote or transfer all such employees.
- C. To delegate authority through recognized administrative channels for the development organization of the means and methods of governance of the District according to current written Board policy or as the same may from time to time be amended.

- D. To delegate work schedules, the hours of work, including the requirement of overtime assignments, and the duties, responsibilities and assignments of employees with respect thereto.
- E. To subcontract work on an emergency, temporary or occasional basis where such subcontracting does not result in a layoff or a reduction in the normal work hours of bargaining unit employees. Any subcontracting relationship shall not be interpreted to invest in the subcontractor (or its agents) the status of assignee(s) of the rights of this Agreement or status as a co-employer(s) with the Board.
- F. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, procedures and practices in furtherance thereof, shall be limited by the specific express terms of this Agreement.

**ARTICLE XIII**  
**CONTRACT CLOSURE**

If the Board wishes to change wages, hours, or any other terms or conditions of employment specifically not negotiated into this contract, the Board shall notify the Union in writing of the items it wishes to change. If the Union wishes to negotiate any of the items identified for change by the Board, the Union shall notify the Board in writing within ten (10) calendar days of the receipt of the Board's notice. The Board agrees to begin negotiations within twenty (20) calendar days of those items specified in the Union's notice of demand to bargain. Failure on the part of the Union to notify the Board within the ten (10) calendar day period shall constitute a waiver of the Union's right to bargain the item(s) proposed for change and the Board shall be free to make the changes without further negotiations with the Union.

**ARTICLE XIV**  
**NEGOTIATION PROCEDURES AND**  
**EFFECT OF THE AGREEMENT**

**Section 14.1**

The parties shall commence bargaining for a successor agreement on or before the sixtieth (60<sup>th</sup>) day prior to the end of the school term in which this Agreement expires.

**Section 14.2**

In the event any policy, rules or regulation. of the Board conflicts with any provision of this Agreement, the provisions of this Agreement shall prevail.

**Section 14.3**

Should any article, section or clause of this Agreement conflict with the laws, ordinances, rules or regulations of any state or local legislative or administrative body or is declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall automatically be deleted from this Agreement to the extent that it violates the law, ordinance, rules or regulations, but the remaining articles and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

**Section 14.4**

Within thirty (30) days of ratification of the Agreement, the Board shall deliver to all members of the bargaining unit a copy of this Agreement.

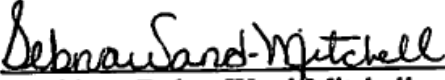
**Section 14.5**

This Agreement shall be effective July 1, 2023, and shall continue in effect through June 30, 2028.

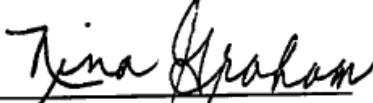
This Agreement is signed this \_\_\_\_\_ day of November 2023.

**IN WITNESS THEREOF:**

**For the Union of Support Staff**

  
\_\_\_\_\_  
President, Debra Ward-Mitchell


**For the Board of Education School District 205**

  
\_\_\_\_\_  
President, Nina Graham

  
\_\_\_\_\_  
Debra Ward-Mitchell, Chief Negotiator

  
\_\_\_\_\_  
Jerry Doss, Ed.D., Chief Negotiator

# Thornton Township High School District 205 Medical Plans Comparison

	Blue Cross and Blue Shield PPO Plan		Blue Cross and Blue Shield HMO Illinois	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Deductible*</b>				
Individual	\$500	\$1,900		N/A
Family	\$1,000	\$3,800		N/A
<b>Coinsurance</b>	80%	50%	100%	No coverage
<b>Out-of-Pocket Limit*</b> (deductible included)				
Individual	\$800	\$5,000	\$1,500	N/A
Family	\$1,600	\$10,000	\$3,000	N/A
<b>Covered Expenses</b>				
<b>Hospital</b>				
Inpatient Services	80%	50%	100%	No coverage
Outpatient Surgery	80%	50%	100%	No coverage
Emergency Room	80%	80%	100% after \$100 copay (waived if admitted)	
<b>Physician</b>				
Inpatient Services	80%	50%	100%	No coverage
Outpatient Surgery	80%	50%	100%	No coverage
PCP Office Visits	80%	50%	100% after \$20 copay	No coverage
Specialist Office Visits	80%	50%	100% after \$40 copay	No coverage
<b>Other</b>				
X-ray and Lab	80%	50%	100%	No coverage
Therapy-Speech, Occupational or Physical Therapy	80%	50%	100% (60 visits combined)	No coverage
Mental/Nervous- Inpatient	80%	50%	100%	No coverage
Mental/Nervous- Outpatient	80%	50%	100% after \$20 copay	No coverage
Substance Abuse- Inpatient	80%	50%	100%	No coverage
Substance Abuse- Outpatient	80%	50%	100% after \$20 copay	No coverage
Wellcare	100%	80%	100%	No coverage
<b>Prescription Drugs</b>	<b>Prime Therapeutics</b>		<b>Prime Therapeutics</b>	
Retail Pharmacy 34-day supply	\$10 Generic \$25 Formulary Brand \$45 Non-Formulary Brand		\$10 Generic \$20 Formulary Brand \$40 Non-Formulary Brand	
Mail Order 90-day supply	\$15 Generic \$35 Formulary Brand \$60 Non-Formulary Brand		\$10 Generic \$20 Formulary Brand \$40 Non-Formulary Brand	

\*Deductible and Out-of-Pocket amounts accumulate based on the benefit period of Jan 1 to Dec 31.

Dependent Age: to 26 for all married or unmarried dependents and to age 30 for all unmarried military dependents who are Illinois residents.

Note: This is an outline of the benefit schedules. This exhibit in no way replaces the plan document of coverage, which outlines all the plan provisions and legally governs the operation of the plans.



# Thornton Township High School District 205 Medical Plans Comparison

	Blue Cross and Blue Shield PPO Plan		Blue Cross and Blue Shield HMO Illinois	
	In-Network	Out-of-Network	In-Network	Out-of-Network
<b>Deductible*</b>				
Individual	\$500	\$1,900		N/A
Family	\$1,000	\$3,800		N/A
<b>Coinsurance</b>	80%	50%	100%	No coverage
<b>Out-of-Pocket Limit*</b> (deductible included)				
Individual	\$800	\$5,000	\$1,500	N/A
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<b>Covered Expenses</b>				
<b>Hospital</b>				
Inpatient Services	80%	50%	100%	No coverage
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Dependent Age: to 26 for all married or unmarried dependents and to age 30 for all unmarried military dependents who are Illinois residents.

Note: This is an outline of the benefit schedules. This exhibit in no way replaces the plan document of coverage, which outlines all the plan provisions and legally governs the operation of the plans.

Thornton Township HSD 205 complies with applicable Federal civil rights laws and does not discriminate on the basis of race, color, national origin, age, disability, or sex.

ATENCIÓN (Spanish): si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al 708.225.4043.

UWAGA (Polish): Jeżeli mówisz po polsku, możesz skorzystać z bezpłatnej pomocy językowej. Zadzwoń pod numer 708.225.4043.



# Thornton Township High Schools District 205



## Paraprofessional Evaluation

### Procedure and Time Lines for Implementation of the Evaluation Process

#### September

Building administrators conduct orientation meeting with paraprofessional staff to introduce the new evaluation plan program.

#### September through October

- ⇒ Building administrators and/or immediate supervisors meet with appropriate paraprofessionals to review and discuss the elements of the evaluation plan. Paraprofessionals and evaluator(s) will identify those activities, projects, and documents that will assist in identifying performance standards in the areas of job performance and behavior performance.

#### December 1<sup>st</sup> through April 30<sup>th</sup>

Evaluation of non-probationary paraprofessionals are scheduled and completed.

The normal sequence of events for each evaluation will include:

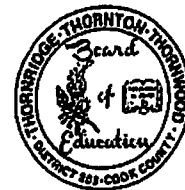
- ⇒ A pre-conference with the paraprofessional and evaluator(s) to review the evaluation document and to discuss position expectations, duties, and responsibilities.
- ⇒ A series of observations to determine performance levels. These observations are informal in nature and over a sufficient period of time to allow the evaluator(s) to fully observe the activities and performance of the paraprofessional.
- ⇒ A post conference with the evaluator(s) and a paraprofessional to discuss the written evaluation document. If the evaluator is not an administrator then the post conference should include the evaluator building administrator and the paraprofessional.

#### May 15<sup>th</sup>

All evaluations of non-probationary paraprofessionals are completed.

# Thornton Township High Schools District 205

## Paraprofessional Performance Evaluation



<b>Employee Name:</b>		<b>Classification:</b>			
<b>Supervisor/Evaluator:</b>		<b>Date:</b>			
<b>JOB STANDARD 1: JOB KNOWLEDGE</b>					
<b>Responsibility</b>	<b>N/A</b>	<b>Unsatisfactory</b>	<b>Need Improvement</b>	<b>Proficient</b>	<b>Excellent</b>
Provides group/individual instruction, support for students in other learning environments, and assistance with classroom management as needed.					
Provides non-instructional tasks and performs assigned tasks effectively without continual direction and supervision.					
Demonstrates a willingness to pursue solutions to problems and demonstrates the use of technology in meeting District goals and responsibilities.					
<b>NOTES/ACTIONS:</b>					
<b>JOB STANDARD 2: QUALITY OF WORK</b>					
<b>Responsibility</b>	<b>N/A</b>	<b>Unsatisfactory</b>	<b>Need Improvement</b>	<b>Proficient</b>	<b>Excellent</b>
Demonstrates knowledge of work duties, classroom procedures, and protocols and their relationships to the learning environment.					
<b>NOTES/ACTIONS:</b>					
<b>JOB STANDARD 3: COURTESY</b>					
<b>Responsibility</b>	<b>N/A</b>	<b>Unsatisfactory</b>	<b>Need Improvement</b>	<b>Proficient</b>	<b>Excellent</b>
Exhibits the appropriate demeanor and language for the assigned work area and professional tasks as well as a courteous and helpful attitude in the learning environment.					
<b>NOTES/ACTIONS:</b>					
<b>JOB STANDARD 4: ADAPTABILITY</b>					
<b>Responsibility</b>	<b>N/A</b>	<b>Unsatisfactory</b>	<b>Need Improvement</b>	<b>Proficient</b>	<b>Excellent</b>
Accepts changing conditions following appropriate direction and in-service, versatility, self-confidence, and resourcefulness.					
Participants in new training, new procedures, program, and operations conducive to the learning environment.					
<b>NOTES/ACTIONS:</b>					

# Thornton Township High Schools District 205

Paraprofessional Performance Evaluation



Supervisor(s) Signature: \_\_\_\_\_

Date: \_\_\_\_\_

-----  
Paraprofessional's Comments:

Paraprofessional's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Original – District Office

Copies – Building File / Paraprofessional / Supervisor