

CRYSTAL LAKE ELEMENTARY DISTRICT #47

300 Commerce Drive, Crystal Lake, Illinois 60014 (815) 788-5000

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October 28, 2015

Ms. Laura Mihaiu
Lauramm4@hotmail.com
distmail@155.org

Dear Ms. Mihaiu:

In response to your Freedom of Information Act Request received by District 47 on October 27, 2015, the attached document serves as fulfillment of obligation to your request. You requested:

- A copy of your collective bargaining agreement for paraprofessionals
 - This document is attached.
- A job description for RTI aide or comparable position
 - We do not employ RTI aides so there is no job description.
- Pay scales for this position
 - Pay rates are embedded in the contract.

In as much as you believe this response or any portion of this response to be a denial of your request you have the right to have the denials reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your request for review with the PAC by writing to: Public Access Counselor, Office of the Attorney General, 500 South 2nd Street Springfield, Illinois 62706, Fax: 217-782-1396, E-mail: publicaccess@atg.state.il.us, Phone: 1-877-299-3642. If you choose to file a request for review with the PAC, you must do so within 60 calendar days of the date of the denial letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original request for documents and the denial letter when filing a request for review with the PAC. You also have the right to seek judicial review of your denial by filing a lawsuit in the State circuit court. 5 ILCS 140/11. I would appreciate if you would acknowledge receipt of this FOIA as well as being able to successfully view all documents.

If you have any questions please feel free to contact me 815-788-5000.

Kind Regards,

Clare F. Bourne
Freedom of Information Officer
Crystal Lake School District 47

Laura Mihaiu <lauramm4@hotmail.com>

Oct 26th

to me, distmail

Good evening,

I am writing to request information per FOIA. The information I'd like is as follows:

- a copy of your collective bargaining agreement for paraprofessionals
- a job description for Rtl aide or comparable position
- pay scales for this position

Thank you,
Laura Mihaiu

CONTRACTUAL AGREEMENT
between the
SCHOOL DISTRICT 47 BOARD OF EDUCATION
And the
**CRYSTAL LAKE ASSOCIATION OF
SUPPORT STAFF**
2015-2016, 2016-2017 & 2017-2018



THIS AGREEMENT is made and entered into in accordance with the
Illinois Educational Labor Relations Act
by and between
School District 47 Board of Education (Hereinafter referred to
as the BOARD) and the
Crystal Lake Association Support Staff
(Hereinafter referred to as "CLASS").

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ARTICLE I - RECOGNITION

The Board of Education recognizes the Crystal Lake Association of Support Staff, an affiliate of the Illinois Education Association and the National Education Association, as the sole negotiation agent for all PARAPROFESSIONALS: Special Education Bilingual, Special Education, English Language Learners (ELL), and all other PARAPROFESSIONALS in matters defined as negotiable in this Agreement.

ARTICLE II - DEFINITIONS

Section 1 – CLASS

The term “CLASS” as used in this Agreement will refer to the Crystal Lake Association of Support Staff.

Section 2 – BOARD

The term “BOARD” as used in this Agreement will refer to the Board of Education, Crystal Lake Community Consolidated School District 47.

Section 3 – PARAPROFESSIONAL

The term “PARAPROFESSIONAL” as used in this Agreement will include any person in the bargaining unit described in ARTICLE I.

Section 4 – GRIEVANCE

The term “GRIEVANCE” as used in this Agreement will refer to any claim by CLASS or any PARAPROFESSIONAL that there has been an alleged violation, misrepresentation, or misapplication of this Agreement or any established policy or practice of the BOARD.

Section 5 – DAY(S)

The term “DAY(S)” will mean day(s) during which PARAPROFESSIONALS are required by contract to render service except during the summer recess when it will mean day(s) in which the District Central Office will be open, unless specifically stated otherwise.

Section 6 – FULL-TIME

The term “FULL-TIME” as used in this Agreement will refer to any PARAPROFESSIONAL who is employed thirty (30) hours per week and is IMRF eligible (600 hours annually).

Section 7 – LICENSURE

The term licensure as used in this agreement will refer to the license a PARAPROFESSIONAL must hold license as defined by the Illinois State Board of Education.

Section 8 –SPECIAL EDUCATION PROGRAM

The term “SPECIAL EDUCATION PROGRAM” as used in this Agreement will refer to an assignment in which the students are either educated in a self-contained classroom in which primary

instruction is delivered by a special education (LBS1) certified teacher, or students receive instruction supplementary to the general education curriculum.

ARTICLE III - ORGANIZATIONAL STRUCTURE

Section 1 - ATTAINING OBJECTIVES

Attainment of educational objectives of the District requires mutual understanding and cooperation between the BOARD, the Administrative and Supervisory staff, and other licensed employees. To this end, free and open exchange of views is desirable and necessary, with all parties participating in deliberation leading to the determinations of matters defined as negotiable in Article III, Section 3 of this Agreement.

Section 2 – PARAPROFESSIONALS

It is recognized that PARAPROFESSIONALS play an increasingly critical role in improving student achievement by supporting and assisting licensed educators in both instructional and other direct services. As evidence of the responsibilities of support staff, CLASS endorses the Illinois School Code.

Section 3 - BOARD OF EDUCATION

It is recognized that the legal responsibility for education is vested in the local Board of Education, and that this responsibility of final decision-making cannot be delegated. The BOARD will not be required to bargain over matters of inherent managerial policy, which will include such areas of direction or policy as the functions of the BOARD, standards of service, its overall budget, the organizational structure and selection of new PARAPROFESSIONALS and direction of PARAPROFESSIONALS. However, the BOARD will be required to bargain collectively with regard to policy matters directly affecting wages, hours, terms, and conditions of employment as well as the impact thereon upon request by CLASS representatives. The BOARD agrees to participate in good faith negotiations as provided herein.

Section 4 – SUPERINTENDENT

The Superintendent is the Chief Executive Officer of the District and the person to whom the BOARD looks for educational leadership. In this capacity, the Superintendent will recommend to the BOARD a course of action on all matters relating to negotiations.

Section 5 – GENERAL

Nothing contained in this Agreement, unless expressly so stated, will be construed to deprive the BOARD or any PARAPROFESSIONAL of any right afforded by law. Enforcement of any right afforded by law (as opposed to rights created or recognized in the Agreement) will be had exclusively through the procedures afforded by that law, and not the procedures established by this Agreement, except as expressly stated herein.

Section 6 – COMMUNICATIONS

A. The BOARD and CLASS recognize the importance of communication for the purpose of maintaining good relationships. Communication between the BOARD and CLASS will be through the Superintendent or designee. The Superintendent or designee will forward all such communication or requests no later than the next regularly scheduled BOARD meeting.

B. Each CLASS building representative and the building administrator will meet on a regularly scheduled basis to problem-solve or follow-up on building level concerns, on a mutually agreed upon schedule.

C. The Co-Presidents of CLASS or designated representative will be given a copy of the annual BOARD meeting schedule once approved and will be notified of any special meetings of the BOARD. The BOARD meeting agenda and packet can be assessed on the District website via BoardDocs 48 hours prior to any BOARD meeting. Meeting minutes are also available on the District website via BoardDocs once approved at the proceeding BOARD meeting.

D. At the end of each school year, the Superintendent or designee and the CLASS Co-presidents will meet to evaluate the working relationship between the BOARD, District, and CLASS and the progress made during the school year.

ARTICLE IV - FRAMEWORK FOR NEGOTIATING

Section 1 –NEGOTIATIONS

Designated representatives of the BOARD and CLASS will undertake the negotiations provided for herein. Negotiation meetings will be held at reasonable times and places to be agreed upon by the parties. If negotiations are requested by either party, they will be initiated in accordance with the Illinois Educational Labor Relations Act.

Section 2 – INFORMATION

Upon request, CLASS will be furnished the annual financial statement and the annual adopted budget and other regularly and routinely prepared financial information pertinent to negotiations, which are public records. In addition, the BOARD will grant reasonable requests for other non-confidential information, which may be necessary for negotiations. Nothing herein will require the administrative staff to research or assemble information.

Section 3 - SCOPE

- A. The BOARD and CLASS agree that negotiations, in good faith, may encompass all aspects as defined by the Illinois Educational Labor Relations Act.
- B. The negotiating parties may call upon competent, professional and lay representatives for negotiations assistance.

Section 4 – AGREEMENT

When a tentative agreement is reached on all matters being negotiated, it will be submitted to the CLASS membership and the BOARD for ratification.

When ratified by both parties, the Agreement will become a part of the official minutes of the BOARD and will remain in effect after the end date in Article XX unless notice is given pursuant to the Illinois Educational Labor Relations Act by either party of its desire to amend or modify the Agreement. When necessary, provisions in the Agreement will be reflected in the individual PARAPROFESSIONAL'S contract. The Agreement will not discriminate against any PARAPROFESSIONAL, regardless of membership or non-membership of CLASS.

Section 5 – AMENDMENT

The parties may modify or amend this Agreement only by mutual consent or through mid-term bargaining. Such changes will be reduced to writing and signed by the parties and become an amendment to this contract.

Section 6 – IMPASSE

If after a reasonable period of negotiation and within forty-five (45) calendar days of the scheduled start of the forthcoming school year, the BOARD and CLASS have reached an impasse; either party may petition to initiate mediation. The procedures for mediation will be as defined in the Illinois Educational Labor Relations Act.

Section 7 - NO STRIKE PROVISION

Both parties recognize the desirability of continuous operation of the instructional program during the normal school year and the avoidance of disputes, which threaten to interfere with such operations. CLASS agrees that it will not strike during the term of this Agreement, directly or indirectly, or engage in or honor any other strike (as defined by the Illinois Educational Labor Relations Act), which may occur against the BOARD.

ARTICLE V – PARAPROFESSIONAL RIGHTS

Section 1 – RIGHT TO ORGANIZE AND PARTICIPATE

PARAPROFESSIONALS will have the right to organize, join and assist CLASS to participate in negotiations with the BOARD through representatives of their own choosing and to engage in other activities individually or in concert for the purpose of establishing, maintaining, protecting, or improving conditions of service and quality of the educational environment.

PARAPROFESSIONALS will also have the right to refrain from any or all such activities.

Section 2 – JOB DESCRIPTIONS

Each PARAPROFESSIONAL will receive a copy of his/her job description at the time of hire.

When job descriptions are changed or altered due to the changing needs of the District, the Superintendent or designee will notify the CLASS Co-Presidents. Upon the request of the CLASS Co-Presidents, a meeting will be held to discuss the impact of the job description revisions. PARAPROFESSIONALS whose job descriptions have been revised will be provided notice of the revision 10 school days before the revision takes effect.

Section 3 – NOTIFICATION OF ASSIGNMENTS

PARAPROFESSIONALS will be given written notice of their assignment for the upcoming year by August 1. If an assignment is subsequently changed, PARAPROFESSIONALS will be notified as soon as possible and will be informed of the reason for the change.

ARTICLE VI – WORK YEAR

Section 1 – WORK YEAR

The work year for all PARAPROFESSIONALS is defined as 175 days (173.5 student attendance days). As part of the 175 days, SPECIAL EDUCATION and ELL PARAPROFESSIONALS will work the following times:

½ day before school starts for faculty meetings, IEP review, etc.

½ day before school starts for CPR/AED and/or CPI training

½ day during the summer to complete GCN online training (non-calendar day) to be tracked by GCN completion report.

PARAPROFESSIONALS who do not fall into the categories defined above are to follow the work calendar given to them by Human Resources at the beginning of every school year.

On early release days, PARAPROFESSIONALS will assist students onto buses and leave for the day; they are not required to remain at school.

Section 2 – WORK DAY/WEEK

PARAPROFESSIONAL hours coincide with the student school day and student days of attendance. FULL-TIME PARAPROFESSIONALS work 6.5 hours per day and part-time PARAPROFESSIONALS work 3.25 hours per day. Specific work hours/days are determined by the needs of the student and assignment. FULL-TIME PARAPROFESSIONALS will receive an unpaid 30-minute duty-free lunch period; the Building Administration determines the specific lunch schedule.

Section 3 – EXTRA-CURRICULAR AND EXTRA-DUTY ACTIVITIES

If a PARAPROFESSIONAL performs extra-curricular and/or extra-duty activities as defined in the CLETA contract during his/her contracted day when they have not been assigned student supervision as part of his/her job assignment, he/she will be paid the rate established for such duties in the CLETA contract in place of his/her hourly rate unless his/her hourly rate is higher than the CLETA rate. PARAPROFESSIONALS may opt to perform an extra duty up to 15 minutes per day, or 1.25 hours per week for extra compensation at the CLETA rate.

All PARAPROFESSIONALS are welcome to apply for extra-curricular positions and/or extra duty positions. However, in filling said positions, priority will be given to licensed staff members who also apply and are covered under the CLETA Agreement.

PARAPROFESSIONALS may not accept extra-curricular/extra duty positions that interfere with their normal work hours; nor accept any extra-curricular/extra duty positions that would cause them to work in excess of the 15 minute per day, 1.25 per week limitation set forth in Paragraph 1 of this Section.

ARTICLE VII - CLASS RIGHTS

Section 1 - CLASS REPRESENTATIVES

The CLASS Co-Presidents will furnish to the BOARD, upon request, copies of the CLASS by-laws, constitution, if any, and any changes or amendments thereto, the name and address of CLASS and any organization(s) with which it is affiliated, the names of the principle officers, representatives and members of CLASS, the name and address of CLASS's local agent for service of process, the amounts of the initiation fee, if any, and the amount of dues the members must pay.

Each school year, as early as possible, the Co-Presidents will provide to the Superintendent or designee and the BOARD, the names of the principle officers, authorized representatives, the name and address of CLASS's local agent for service of process, and the amount of local, state, and national dues members must pay.

Section 2 – MEMBERSHIP MEETINGS

CLASS will have the right to hold general membership meetings before or after school on District property, provided such meetings do not interfere with any aspect of the instructional program and provided that if such meetings entail additional maintenance or custodial expenses, CLASS will pay such expenses. Application for such use will be submitted to the principal of the building at least twenty-four (24) hours in advance of the intended time of use. If the meeting will involve more than twelve (12) persons and less than ninety percent (90%) of those attending are PARAPROFESSIONALS of the District, a request for permission to use the building will be made through the business office at least forty-eight (48) hours in advance of the time of intended use, and such request will be processed in accordance with the written policy of the BOARD. In cases of emergency, the above time limitations may be suspended.

Section 3 – BULLETIN BOARD, MAIL FACILITIES, MAILBOXES, E-MAILS

- A. Authorized CLASS members will have the right to use on-site District office equipment, e-mail with approval from the building principal for building use and the Superintendent or designee for District use, and other types of media, when approval for such use has been granted by the administrator responsible for such items. CLASS will pay the cost of all material, supplies, and the cost of any repairs incidental to such use.
- B. Only authorized representatives of CLASS will have the right to post notices on bulletin boards provided in the school building for that purpose and to the use of faculty mailboxes and e-mail with approval (from the principal for building use and the Superintendent or designee for District use) for communications of CLASS meetings, elections and the results thereof, and notices of educational and social activities. CLASS business announcements may be read over the intercom system in each school building

before or after school by an authorized representative of CLASS. A list of such authorized representatives will be provided to the Superintendent or designee each year by CLASS. All CLASS notices will be identified as such.

Section 4 – ASSOCIATION LEAVE

In the event CLASS desires to send representatives to local, state or national conferences sponsored by the Illinois Education Association, or other business pertinent to organizational affairs or organizational sponsored professional development, the CLASS Co-Presidents or designees may be excused without loss of pay, sick or personal days. A maximum of 4 days total may be used for this purpose, in full or half-day increments. No individual may be excused for more than 4 days without the consent of both parties to the Agreement (for example, 1 person may take four days, 2 people may take two days, or 4 people may each take one day). The Co-presidents of CLASS will notify the Superintendent in writing of the need to take such leave at least 5 school days in advance of the proposed date for leave.

ARTICLE VIII - GRIEVANCE PROCEDURE

Section 1 – DEFINITIONS

- A. The term “GRIEVANCE” as used in this Agreement will refer to any claim by CLASS or any PARAPROFESSIONAL that here has been a violation, misrepresentation, or misapplication of this Agreement or any established policy or practice of the BOARD.
- B. The term “DAY(S)” will mean day(s) during which PARAPROFESSIONALS are required by contract to render service except during the summer recess when it will mean days in which the District Central Office will be open, unless specifically stated otherwise.

Section 2 – PROCEDURE

The parties hereto acknowledge that it is usually most desirable for a PARAPROFESSIONAL and the PARAPROFESSIONAL’S immediately involved supervisor to resolve problems through free and informal communications. When requested by the PARAPROFESSIONAL, a CLASS representative may accompany the PARAPROFESSIONAL to assist in the informal resolution of the GRIEVANCE. However, if such informal process fails to satisfy them PARAPROFESSIONAL and/or CLASS, a GRIEVANCE may be processed as follows:

STEP ONE:

The PARAPROFESSIONAL or CLASS must present the GRIEVANCE in writing to the supervisor immediately involved within twenty (20) days from the date of the occurrence giving rise to the GRIEVANCE or twenty (20) days from the date when the PARAPROFESSIONAL should reasonably have had knowledge of the occurrence giving rise to the GRIEVANCE. A meeting to discuss the GRIEVANCE will be held within ten (10) days of the filing of the GRIEVANCE. The supervisor will provide a written answer of the GRIEVANCE to the aggrieved PARAPROFESSIONAL and CLASS no later than ten (10) days following the meeting including reasons for the decision(s).

STEP TWO:

- A. If the GRIEVANCE is not resolved at Step One or the time limits expire without issuance of the supervisor’s written reply, then the PARAPROFESSIONAL or CLASS may, in writing, refer the GRIEVANCE to Human Resources within ten (10) days after receipt of the Step One answer.
- B. Human Resources will arrange for a meeting with the PARAPROFESSIONAL and/or CLASS to take place within ten (10) days of Human Resource’s receipt of the GRIEVANCE/appeal. Upon conclusion of the meeting, Human Resources will have ten (10) days to provide a written decision with reasons to CLASS and the PARAPROFESSIONAL.

STEP THREE:

- A. If the GRIEVANCE is not resolved at Step Two or the time limits expire without issuance of a written reply from Human Resources, then the PARAPROFESSIONAL and CLASS may, in writing, refer the GRIEVANCE to the Superintendent or designee within ten (10) days after receipt of the Step Two answer.
- B. The Superintendent or designee will arrange for a meeting with the PARAPROFESSIONAL and CLASS to take place within ten (10) days of the Superintendent's receipt of the GRIEVANCE/appeal. Upon conclusion of the meeting, the Superintendent or designee will have ten (10) days to provide a written decision with reasons to CLASS and the PARAPROFESSIONAL.

STEP FOUR:

CLASS may appeal the determination of the Superintendent by submitting in writing, the GRIEVANCE to final and binding arbitration. If a demand for arbitration is not filed with the Superintendent within twenty (20) days of the date of the Step Three answer, then the GRIEVANCE will be deemed withdrawn. The arbitrator will be selected from a panel to be secured from the American Arbitration Association (AAA).

- A. Neither the BOARD nor CLASS will be permitted to assert any ground before the arbitrator, which was not previously disclosed to the other party.
- B. The arbitrator will have no power to alter the terms of this Agreement.
- C. Each party will bear the full costs for its representatives in the arbitration. The cost of the arbitrator and the AAA filing will be divided equally between the BOARD and CLASS.
- D. If either party requests transcripts of the proceedings, that party will bear the full costs for the transcript. If both parties order a transcript, the cost of the two (2) transcripts will be divided equally between the BOARD and CLASS.

Section 3 – GUIDELINES

- A. Nothing contained in this section or elsewhere in this Agreement will be construed to prevent any PARAPROFESSIONAL from discussing a problem with the Administration and having it adjusted without intervention or representation from CLASS.
- B. Any PARAPROFESSIONAL has a right to be represented in the GRIEVANCE procedure. The PARAPROFESSIONAL will be present at any GRIEVANCE discussion when the Administration and/or CLASS deem it necessary and the PARAPROFESSIONAL is available. When a PARAPROFESSIONAL is requested to be present at a GRIEVANCE hearing, illness or other incapacity of the PARAPROFESSIONAL will be grounds for extension of GRIEVANCE procedure time limits.

- C. When a PARAPROFESSIONAL is not represented by CLASS, on its request, CLASS will have the right to have its representative present when a complaint is presented to the Superintendent or designee, to the BOARD, or at the formal steps of the GRIEVANCE procedure. Further, no negotiated GRIEVANCE settlement will be inconsistent with the provisions of this Agreement unless the BOARD and CLASS agree otherwise.
- D. The BOARD will furnish CLASS with relevant information concerning a pending GRIEVANCE provided this will not require the BOARD to research or compile data not readily available.
- E. No reprisals of any kind will be taken by the BOARD or Administration against any PARAPROFESSIONAL because of his/her participation in this GRIEVANCE procedure.
- F. All GRIEVANCE meetings will be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses, and will be held insofar as possible after regular school hours or during non-working time of the PARAPROFESSIONAL involved. Should the processing of an investigation of any GRIEVANCE require that a PARAPROFESSIONAL or CLASS representative be released from his/her regular assignment; this release time will be without loss of pay.
- G. Any investigation or other handling of any GRIEVANCE by the grievant or CLASS will be conducted so that no interference or interruption of the instructional program and related activities will occur.
- H. All records dealing with the processing of a GRIEVANCE will be filed separately from the personnel files of the participants.
- I. By mutual agreement, any step of the GRIEVANCE procedure may be bypassed.
- J. A GRIEVANCE may be withdrawn at any step without establishing precedent, and if withdrawn, will be treated as though never having been filed.
- K. If no written decision has been rendered within the time limits indicated by a step, then the GRIEVANCE may be filed at the next step.
- L. Time limits at any step may be extended by mutual written consent of both parties.
- M. By mutual agreement of CLASS and the District, a GRIEVANCE may be settled at any step with or without establishing prejudice or precedent.

ARTICLE IX - LEAVES

Section 1 – SICK LEAVE

At the beginning of each school year, each FULL-TIME PARAPROFESSIONAL will be credited with ten (10) days of sick leave with pay during any fiscal year (July 1 – June 30) for personal illness, immediate family illness, or death in the immediate family. Immediate family will be defined as set forth in 105 ILCS 5/24-6 of the Illinois School Code.

PARAPROFESSIONALS regularly employed less than 1.0 full-time equivalent (FTE) are entitled to a proportion of ten (10) days sick leave, in the same proportion as their hours of employment are to full-time employment.

Sick days can be taken in half (1/2) or full day increments.

Unused sick leave will accumulate (are banked) from year to year with unlimited accumulation. Unused sick leave days are not paid out upon termination of the position with the district. Unused sick leave days will be reported to the IMRF system for PARAPROFESSIONALS hired before June 1, 2014.

Section 2 – PERSONAL LEAVE

At the beginning of each school year, each FULL-TIME PARAPROFESSIONAL will be credited with three (3) days of personal leave equivalent to the individual PARAPROFESSIONAL'S workday without loss of pay. Days can be taken in half (1/2) or full day increments

Unused personal days will be added to accumulated sick leave at the end of each year and banked. Unused sick leave days will be reported to the IMRF system for PARAPROFESSIONALS hired before June 1, 2014.

The days immediately preceding or following a legal holiday, summer vacation, or school breaks and from May 15th to the end of the school year, will not be available for personal leave. Unusual circumstances can be appealed to the Human Resources Department. Application will be made through the building administrator, with final approval determined by the Superintendent or designee. When possible, three days advanced noticed is preferred.

Denials of these requests are subject to the normal GRIEVANCE procedures as outlined in Article VII of this Agreement.

Section 3 – JURY DUTY AND OTHER RELATED APPEARANCES

A PARAPROFESSIONAL called for jury duty will be paid his/her salary for those days and will turn over to the District the amount received for being a juror, exclusive of monies paid or costs incurred for travel expenses, meals, and days not counted as working days, paid holidays, or weekend jury pay.

Section 4 – MILITARY LEAVE

Military Leave procedures will follow the Military Leave Act.

Section 5 – FAMILY AND MEDICAL LEAVE ACT

FMLA leave will be provided in accordance with Board Policy 5:185.

ARTICLE X – SICK LEAVE BANK

The purpose of the Sick Leave Bank is to provide for chronic or serious illness up to 120 consecutive sick days in any calendar year to a FULL-TIME PARAPROFESSIONAL when days are needed to complete the elimination period required for disability insurance. Sick Leave Bank is designed to provide financial relief to a PARAPROFESSIONAL by providing sick days during an extended illness and serious illness of an immediate family member. Immediate family will be defined as set forth in 105 ILCS 5/24-6 of the Illinois School Code.

A. Administration

The Sick Bank Leave will be managed by a Board of Trustees consisting of two (2) PARAPROFESSIONALS appointed by CLASS and one (1) administrator appointed by the Superintendent or designee. This Board of Trustees will manage all Sick Leave Bank days awarded to PARAPROFESSIONALS. Reports to members of the Sick Leave Bank will be completed according to Sick Leave Bank rules and regulations.

B. Eligibility and Enrollment

1) All PARAPROFESSIONALS that have completed two (2) complete years of full-time service in District 47 are eligible to join the Bank. They will be automatically enrolled in the Bank at the beginning of their third (3rd) year unless they make a written request not to join the bank. PARAPROFESSIONALS must contribute a total of four (4) days, one for each year during their 3rd, 4th, 5th, and 6th years to complete all normal contribution requirements. Days donated are recorded as consumed on the PARAPROFESSIONAL'S official record of accumulated sick leave.

2) A PARAPROFESSIONAL must have contributed before days are awarded to a PARAPROFESSIONAL.

3) All accumulated sick days must be exhausted before days are awarded to a PARAPROFESSIONAL.

4) Enrolled PARAPROFESSIONALS may apply for withdrawal of days from the Bank any time after enrollment. A Sick Leave Bank Withdrawal Application must be completed including physician's certification that the PARAPROFESSIONAL is not able to perform his/her job function. This application should be submitted prior to the expiration of accumulated sick leave to CLASS.

C. Operation Guidelines

Voluntary contribution from the PARAPROFESSIONALS will create days in the Sick Leave Bank. Days donated to the Sick Leave Bank may not be withdrawn. The Sick Leave Bank may provide bereavement days. Rules for contribution and use of days from the sick bank shall be set forth in the Sick Bank Handbook and administrated by the Sick Bank Board of Trustees.

Days will be added to the Bank in the following manner:

- 1) Whenever the days in the Bank reach 100 or less
- 2) Each September a request will be made for days unless such request puts the total days over 600 days.
- 3) A PARAPROFESSIONAL must have contributed in the most recent request for sick days in order to be eligible for sick leave bank.

ARTICLE XI – DISCIPLINE OR DISMISSAL

Section 1 – JUST CAUSE DISCIPLINE

No PARAPROFESSIONAL will be disciplined without just cause. Discipline includes, but is not limited to, warnings, reprimands, suspensions, and discharge. Written reprimands or warnings will be defined as a separate document apart from the PARAPROFESSIONAL evaluation form.

The Administration will inform the PARAPROFESSIONAL that he/she has the right to CLASS representation at any meeting that could lead to an improvement plan, discipline and/or discharge.

PARAPROFESSIONALS may be subject to immediate discharge for the commission of a crime or other serious misconduct. PARAPROFESSIONALS may also be subjected to later steps in the progressive discipline process based on the severity of the misconduct. With respect to all other deficiencies, the following progressive action will be taken if any PARAPROFESSIONAL does not perform his/her work properly, fails to follow instructions from his/her immediate supervisor, or violates District policy.

Section 2 – DISCIPLINE PROCEDURES

- A. First Notice – A PARAPROFESSIONAL will be verbally notified, warned or reprimanded if his/her work is not performed satisfactorily, fails to follow instructions from his/her immediate supervisor or violates any of the rules and regulations of the District's policies.
- B. Second Notice – If the PARAPROFESSIONAL is not performing his/her work properly or has violated District policy, said PARAPROFESSIONAL will be met with and provided a written notice stating the nature of the complaint and any areas that need improvement with a timeline for completion. A copy of this notice will be placed in the PARAPROFESSIONAL'S personnel file.
- C. Third Notice – A third notice may result in the PARAPROFESSIONAL being suspended with or without pay.
- D. Fourth Notice – If a fourth notice becomes necessary, the PARAPROFESSIONAL may be terminated from his/her employment with the District.

Section 3 – DISCIPLINE PROCEDURES

When a PARAPROFESSIONAL is required to appear before a supervisor, an administrator, or the BOARD concerning any matter which is evaluative or disciplinary in nature, or which could adversely affect his/her terms and conditions of employment, the PARAPROFESSIONAL will:

- 1) Be given prior written notice of the reasons for such meeting or interview.
- 2) Be entitled to have a representative of CLASS present to advise him/her during such meeting or interview.

ARTICLE XII – PERSONNEL FILE

Section 1 – OFFICIAL PERSONNEL FILE

Only one (1) official personnel file will be maintained and it will reside in the Human Resource Office of the District.

Section 2 – RIGHT OF COPY

Each PARAPROFESSIONAL will have the right to be furnished with a copy of any or all file material, exclusive of confidential material (i.e. reference information) after the PARAPROFESSIONAL requests such material in writing with 48 hours notice to Human Resources.

ARTICLE XIII – EVALUATION

Section 1 - EVALUATION

There will be a PARAPROFESSIONAL evaluation committee comprised of CLASS members, appointed by the Co-Presidents, and administration that meets annually at the request of either party to review the PARAPROFESSIONAL evaluation process and tools to ensure they comply with applicable state and/or federal law.

Section 2 – PERFORMANCE IMPROVEMENT PLAN

Prior to receiving an Needs Improvement rating, a notice of concern will be provided to the PARAPROFESSIONAL. The notice will identify the PARAPROFESSIONAL'S performance deficiencies and a plan to support improvement that, if not corrected, will result in a recommendation for non-renewal. Employees who correct the deficiencies noted in a needs improvement plan who revert to practice or performance that resulted in him/her receiving a notice of concern may face further discipline and possible termination.

ARTICLE XIV - SENIORITY

Section 1 – DEFINITION OF SENIORITY

Seniority will be defined as the continuous length of service within the District as a member of CLASS. Accumulation of seniority will begin from the date of hire as a PARAPROFESSIONAL.

Section 2 – PROBATION

Probationary PARAPROFESSIONALS will have no seniority until the completion of the probationary period at which time their seniority will revert to their date of hire as a PARAPROFESSIONAL. A PARAPROFESSIONAL'S probationary period will be one (1) year. Probationary PARAPROFESSIONALS are subject to just cause discipline/dismissal.

Section 3 – MAINTAINING AND POSTING OF SENIORITY LISTS

The BOARD will prepare, maintain, and post the seniority list. The initial seniority list will be prepared and posted conspicuously in all buildings of the District by February 1st of each year. A PARAPROFESSIONAL has until March 1st to challenge his/her position on the seniority list. A copy of the seniority list and subsequent revisions will be furnished to the CLASS Co- presidents and distributed to all District 47 buildings.

ARTICLE XV – VACANCIES, TRANSFERS, AND REASSIGNMENTS

Section 1 – DEFINITION OF VACANCIES

A vacancy will be defined as a newly created position or a present position that is not filled.

Section 2 – APPLICATION, NOTIFICATION TO APPLICANTS

All interested PARAPROFESSIONALS are encouraged to apply for internal openings. The internal transfer procedures can be found on the @47 website. Upon application, in-District qualified PARAPROFESSIONALS will be given preference for job openings or increased hours before hiring PARAPROFESSIONALS outside of the District.

When the position has been filled, the Administration will make known its decision to all applicants as soon as possible.

Section 3 – TRANSFER

At any time during the school year, a PARAPROFESSIONAL may inquire and apply for any vacancies which exist. Letters of interest from the PARAPROFESSIONAL should specifically address the age level(s), type of special education program(s), and location(s) for which they are most interested in transferring. PARAPROFESSIONALS who desire to transfer for the next school year will notify the Asst. Supt. of Human Resources in writing no later than March 1st. No later than August 1st of each school year, the Human Resources office will notify all PARAPROFESSIONALS of the status of their transfer request for the upcoming school year.

Section 4 – INVOLUNTARY TRANSFERS

If a PARAPROFESSIONAL is involuntarily transferred to another District building he/she will be given a reason(s) for the transfer in writing. The District will not involuntarily transfer a PARAPROFESSIONAL to a position for which he/she does not hold licensure. In the event of involuntary transfer to a position requiring special training (e.g. CPI, 2 person lift, etc.), the District will be responsible for providing such training at no cost to the employee. This provision will not apply when qualification necessary to fill a position are altered by the Illinois State Board of Education.

Section 5 – PARAPROFESSIONAL REASSIGNMENT

PARAPROFESSIONALS who are reassigned within their current building assignment will be given notice of such change within a reasonable time period prior to the effective date of the change. A PARAPROFESSIONAL will be granted a conference with his/her supervisor to discuss the reassignment if the affected PARAPROFESSIONAL requests it within five (5) days of the notification.

Section 6 – COMPENSATION/TEMPORARY DUTIES ASSUMED

Any PARAPROFESSIONAL who temporarily assumes the duties of another PARAPROFESSIONAL will be paid the regular rate for those duties. A PARAPROFESSIONAL'S pay rate will not be reduced as the result of any temporary change in duties.

ARTICLE XVI - REDUCTION-IN-FORCE, LAY-OFFS, AND RECALL

Section 1 – REDUCTION-IN-FORCE (RIF)

- A. In the event that the BOARD determines that a reduction in the number of PARAPROFESSIONAL positions (RIF) is necessary, the BOARD will determine which job classification PARAPROFESSIONALS will be released from first.
- B. PARAPROFESSIONALS will be released in inverse order of their seniority in District 47 based on their assignment within the job classification.
- C. Seniority will apply to PARAPROFESSIONALS under continuous service in District 47 and will be accumulated beginning with the employee's start date as a PARAPROFESSIONAL.
 - 1. If two or more PARAPROFESSIONALS are identical in seniority as described above and it is necessary to distinguish between them, the following will apply:
 - a) Holding a Professional Educator License (teaching certificate).
 - b) The number of credit hours earned beyond what was required for licensure.
 - c) Previous years with the District in another assignment.
 - d) If still identical, lots will be drawn.

In accordance with the Illinois School Code, any PARAPROFESSIONAL being subject to RIF will be given thirty (30) days advance notice by the District.

Section 2 – RECALL

Pursuant to the Illinois School Code, the District may recall a PARAPROFESSIONAL who is dismissed because of a reduction-in-force (RIF) to a position for which he/she is qualified. Any PARAPROFESSIONAL dismissed pursuant to such a RIF will retain recall rights to any vacancy for which he/she is qualified. The PARAPROFESSIONAL'S recall rights will extend for a period of one (1) calendar year from the beginning of the school year immediately following the RIF.

ARTICLE XVII - WAGES AND FRINGE BENEFITS

Section 1 – WAGES

Annually, PARAPROFESSIONALS performing bodily fluid duties will be paid an additional \$1.07 per hour to perform these duties. PARAPROFESSIONALS who transition out of these roles will no longer receive this additional compensation.

All Bilingual PARAPROFESSIONALS will receive an additional \$1.00 per hour to perform such duties as described under the Bilingual paraprofessional job description.

All PARAPROFESSIONALS' hourly rate will be paid as follows:

1. 2015-2016 School Year: Prior school year hourly rate plus or minus the bodily Fluid rate + \$0.40 increase
2. 2016-2017 School Year: Prior school year hourly rate plus or minus the bodily fluid rate + Consumer Price Index (CPI) used on the 2015 tax levy with a floor of no less than 1% and a ceiling no greater than 3%.
3. 2017-2018 School Year: Prior school year hourly rate plus or minus the bodily fluid rate + or minus the bodily fluid rate + Consumer Price Index (CPI) used on the 2016 tax levy with a floor of no less than 1.5 % and a ceiling no greater than 3%.

All PARAPROFESSIONALS currently grandfathered for insurance benefits will continue receiving their existing insurance benefit level.

All PARAPROFESSIONALS employed by the District after the ratification of this Contract during the 2014-2015 school year, and who remain employed by the District at the beginning of the 2015-2016 school year, will receive a \$100.00 stipend, less applicable taxes and withholdings, at the start of the 2015-2016 school year.

Loyalty Bonus- Employees completing ten (10), fifteen (15) and twenty (20) years of service will receive a one-time loyalty bonus paid on the pay period following the employee's anniversary date, as follows:

Ten Years-	\$250
Fifteen Years-	\$500
Twenty years-	\$750

The Board will provide, at its own expense, each full time employee with \$10,000 group term life insurance.

Section 125 Flexible Spending: District 47 will extend Section 125 spending benefits to its full-time employees. Coverage will extend to qualified benefits under Section 125 of the Internal Revenue Code for qualified health care and dependent care expenses.

District 47 will have the right to select the administrating agent of the IRS Section 125 individual accounts.

Each full time employee may take the maximum payroll deduction for medical expenses and dependent care expenses that are allowable under the IRS regulation. It remains the full time employee's responsibility to make sure that the deduction meets the IRS regulations.

All PARAPROFESSIONALS are allowed to take one 15 hour ERO class and will be paid at minimum wage for this time. PARAPROFESSIONALS who are required to take CPI must take the CPI course as their one ERO course in the first year.

Section 2 – MILEAGE REIMBURSEMENT

As outlined in the Mileage Reimbursement Procedure, District 47 shall pay for authorized mileage reimbursement between schools by PARAPROFESSIONALS at the rate recognized by the U.S. Internal Revenue Service. No travel expenses shall be paid for required in-District professional meetings or institute days.

As outlined in the Travel Reimbursement Procedure, District 47 shall pay for authorized out-of-District travel expenditures by PARAPROFESSIONALS at the rate recognized by the U.S. Internal Revenue Service.

Section 3 –PAY OPTIONS

All PARAPROFESSIONALS will receive their gross salary, less applicable taxes and withholdings, in twenty-six (26) equal payments. PARAPROFESSIONALS will default to a standard twelve (12) month payroll schedule. If a PARAPROFESSIONAL chooses to have the final six (6) installments accelerated, they must proactively communicate this choice to Payroll by May 1st.

ARTICLE XVIII - CONTINUITY OF OPERATIONS

Section 1 –NO LOCKOUT PROVISION

The District agrees that it will not lockout any CLASS member during the term of this Agreement.

ARTICLE XIX – EFFECT OF AGREEMENT

Section 1 – COMPLETE UNDERSTANDING

The terms and condition set forth in this Agreement represent the full and complete understanding and commitment between the parties.

Section 2 – SAVINGS CLAUSE

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, will automatically be deleted from this Agreement to the extent that it has violated the law. Within ten (10) days of such determination, the parties will meet to re-negotiate the terms and conditions affected. The remaining articles, sections, or clauses will remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.

Section 3 – STATUTORY CHANGES

- A. Improvements in wages, hours, or other terms and conditions of employment, which are included in this Agreement, and which are brought about by the amendment or addition of statutory guarantees now provided in Illinois or federal law will be incorporated in this Agreement.
- B. Reduction or elimination of any provision of this Agreement, which is brought by the amendment or repeal of statutory guarantees, will obligate the parties to meet within a mutually agreed upon time period in order to determine whether or not any such reduction or elimination will be incorporated into this Agreement. Absent any agreement between the parties, no reduction or elimination of rights as contained in this Agreement will be affected because of statutory changes.

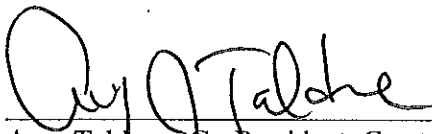
ARTICLE XX - DURATION

This Agreement shall be effective as of the first day of the 2015-2016 school year and will continue through the day before the first school day of the 2017-2018 school year.

This Agreement will remain in effect after the end date in Paragraph 1 unless notice is given pursuant to the Illinois Educational Labor Relations Act by either party of its desire to amend or modify the Agreement. This Agreement shall remain in full force and effect during the period of negotiations, until a successor collective bargaining agreement is ratified by both parties.

This Agreement is signed this 8th day of August in witness thereof:

FOR THE CRYSTAL LAKE
ASSOCIATION OF SUPPORT STAFF



Amy Taldone, Co-President, Crystal Lake
Association of Support Staff

FOR THE BOARD OF EDUCATION
CRYSTAL LAKE DISTRICT 47



Jeff Mason, President, Board of Education



Renee Wolke, Co-President, Crystal Lake
Association of Support Staff



Ryan Farrell, Board Member



Mitroah K. McLean
Secretary, Crystal Lake Association of
Support Staff

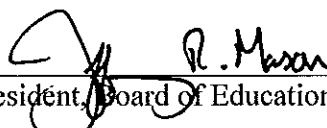


Clare Bourne, Secretary – Board of Education

MEMORANDUM OF UNDERSTANDING
Between the Board of Education of Crystal Lake School District 47
and the Crystal Lake Association of Support Staff (CLASS) IEA-NEA
Clarification regarding the initial intent to offer Flexible Spending Account
(FSA) access for CLASS employees

The Board of Education of Crystal Lake School District 47 (the "Board") and the Crystal Lake Association for Support Staff ("CLASS") agree as follows regarding the initial intent to allow CLASS members to voluntarily participate in the FSA program.

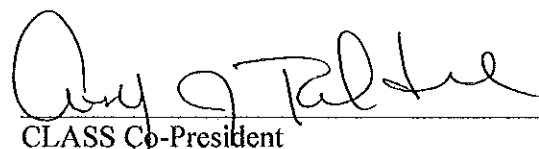
The Board and CLASS agreed that upon implementation of the new 2015-2018 collective bargaining agreement, CLASS employees would be eligible to voluntarily participate in the FSA program. However, Crystal Lake School District 47 received notification after collective bargaining was completed that we cannot offer an FSA option to any employee who is not offered health benefits. If the district were to offer the FSA benefit to CLASS members, there is a potential IRS fine/penalty. CLASS and Crystal Lake School District 47 understand that we will not be able to offer CLASS members the FSA optional benefit at this time. This Memorandum becomes effective and shall be deemed dated when the last of the parties signs as set forth below. This memorandum shall expire at the end of the 2015-2018 collective bargaining agreement.



President, Board of Education

10.5.2015

Date

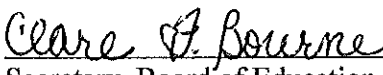


CLASS Co-President

9-22-15

Date

Attest:



Secretary, Board of Education

10.5.2015

Date



CLASS Co-President

9-22-15

Date

MEMORANDUM OF UNDERSTANDING
Between the Board of Education of Crystal Lake School District 47
and the Crystal Lake Association of Support Staff (CLASS) IEA-NEA
Compensation for Longevity Bonus to CLASS employees with more than 20
years of service

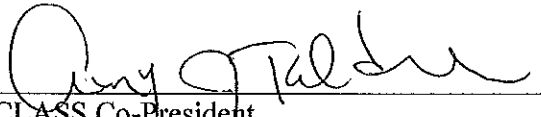
The Board of Education of Crystal Lake School District 47 (the "Board") and the Crystal Lake Association for Support Staff ("CLASS") agree as follows regarding the compensation for the 20 year longevity bonus that is a new benefit in the 2015-2018 negotiated contract.

The Board and CLASS agree that upon implementation of the new 2015-2018 collective bargaining agreement, CLASS employees who have been with the district for 21 or more consecutive years will receive the one time longevity bonus of \$750 in fall 2015. This Memorandum becomes effective and shall be deemed dated when the last of the parties signs as set forth below. This memorandum shall expire at the end of the 2015-2016 school year.



President, Board of Education
10.5.2015

Date



CLASS Co-President
9-22-15

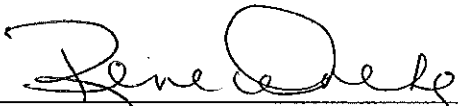
Date

Attest:



Secretary, Board of Education
10.5.2015

Date



CLASS Co-President
9-22-15

Date