

AGREEMENT BETWEEN
BOARD OF EDUCATION
COMMUNITY UNIT DISTRICT NO. 5
McLean and Woodford Counties, Illinois

AND

UNIT FIVE SUPPORT PROFESSIONALS ASSOCIATION, IEA/NEA
Normal, Illinois 61761

2015-2016

TABLE OF CONTENTS

Article I:	Recognition	1
Article II:	Negotiations Procedures	2
Article III:	Management Rights/No Strike/Waiver of Additional Bargaining.....	3
Article IV:	Association Rights	4-5
	Section 4.1 - Dues Deductions	4
	Section 4.2 - Right to Organize	4
	Section 4.3 - Meetings, Notices, and General Information	4
	Section 4.3.1 - Use of School Buildings	4
	Section 4.3.2 - Use of Employee Mailboxes/Electronic Mail System	4
	Section 4.3.3 - Posting of Notices.	4
	Section 4.3.4 - Use of Office Equipment.....	4
	Section 4.4 - Board Policies	5
	Section 4.5 - Monthly Informal Meeting.....	5
	Section 4.6 - Meeting With Principals	5
	Section 4.7 - School Calendar	5
Article V:	Employee Rights.....	6-11
	Section 5.1 - Employee Discipline	6
	Section 5.2 - Non-Discrimination	6
	Section 5.3 - Right of Representative.....	6
	Section 5.4 - Official Personnel File	6
	Section 5.5 - AIDS Notification.....	7
	Section 5.6 - Working Environment.....	7
	Section 5.7 - Employee Evaluation.....	7
	Section 5.7.1 - Probationary Period Employees	7
	Section 5.7.2 - Frequency of Evaluation.....	7
	Section 5.7.3 - Orientation.....	8
	Section 5.7.4 - Pre-Conference Procedures	8
	Section 5.7.5 - Evaluation Procedures	8
	Section 5.8 - Employee Orientation Meeting	8
	Section 5.9 - Professional Development Opportunity	9
	Section 5.9.1 - In-Service and Training Committee	9
	Section 5.9.2 - In-Service Presentations	9
	Section 5.9.3 - Trainings.....	9
	Section 5.10 - Options for Countering Discrimination or Harassment – Board Policy No. 5.20	10
	Section 5.11 - Seniority.....	10
	Section 5.12 - Parent/Teacher Conference for Own Children.....	10
	Section 5.13 - Student Medication	10
	Section 5.14 - Use of Video Cameras in Unit 5 Facilities.....	10
Article VI:	Grievance	12-14
	Section 6.1 - Definition	12
	Section 6.2 - Procedures.....	12
	Section 6.2.1 - Step I	12
	Section 6.2.2 - Step II	12
	Section 6.2.3 - Step III.....	12
	Section 6.3 - Time Limits.....	13

Section 6.4	- Representation.....	13
Section 6.5	- Constraints	13
Section 6.6	- By-Pass	13
Section 6.7	- Class Grievance	13
Section 6.8	- No Reprisals Clause.....	13
Section 6.9	- Grievance Withdrawal	13
Section 6.10	- Costs.....	13
Section 6.11	- Court Reporter	14
Section 6.12	- Postponement.....	14
Section 6.13	- Settlement	14
Section 6.14	- Released Time.....	14
Section 6.15	- No Written Response	14
Section 6.16	- Records	14
Section 6.17	- AAA Rules.....	14
Article VII:	Employment Conditions	15-22
Section 7.1	- Length of Work Day/Year	15
	Section 7.1.1 - Travel; Time and Expense Reimbursement...	16
Section 7.2	- Lunch and Work Breaks	16
Section 7.3	- Bell to Bell Schedule	16
Section 7.4	- Vacancies and Transfers	17
	Section 7.4.1 - Definitions	17
	Section 7.4.2 - Procedures	17
Section 7.5	- Reduction in Force.....	20
	Section 7.5.1 - Reduction in Force Consideration	20
	Section 7.5.2 - Category of Position	20
	Section 7.5.3 - Vacancies for Following School Term.....	20
	Section 7.5.4 - Bargaining Unit Member Recall Options	21
Section 7.6	- Extended School Year	21
	Section 7.6.1 - Paraprofessionals	21
	Section 7.6.2 - Educational Office Personnel	21
	Section 7.6.3 - Summer School.....	21
	Section 7.6.4 - Leave During Extended School Year	21
Section 7.7	- Educational Office Personnel Lane Transfers	21
	Section 7.7.1 - Voluntary Transfers.....	21
	Section 7.7.2 - Involuntary Transfers	22
Article VIII:	Leaves	23-27
Section 8.1	- Paid Leaves.....	23
	Section 8.1.1 - Sick Leave	23
	Section 8.1.1a - Use of Sick Leave for Adoption	23
	Section 8.1.2 - Bereavement Leave	23
	Section 8.1.3 - Personal Leave.....	24
	Section 8.1.4 - Jury Duty	24
	Section 8.1.5 - Association Leave.....	24
	Section 8.1.6 - Emergency Leave	24
	Section 8.1.7 - Professional Leave.....	24
Section 8.2	- Unpaid Leaves	24
	Section 8.2.1 - Limits.....	24
	Section 8.2.2 - Medical Leave	24
	Section 8.2.3 - Leave for Personal Illness.....	25
	Section 8.2.4 - Family Hardship Leave	25

	Section 8.2.5 - Parental Leave	26
	Section 8.2.6 - Planned Extended Leave.....	27
	Section 8.2.7 - Leave Without Pay	27
	Section 8.2.8 - Family Medical Leave Act	27
	Section 8.2.9 - Waiver of Dues.....	27
Article IX:	Effect of Agreement	28
	Section 9.1 - Complete Understanding.....	28
	Section 9.2 - Individual Contracts.....	28
	Section 9.3 - Savings Clause.....	28
	Section 9.4 - Duplication of Agreement.....	28
	Section 9.5 - Term of the Agreement.....	28
Article X:	Fair Share	29
Article XI:	Bargaining Unit Member Compensation and Fringe Benefits	30-34
	Section 11.1 - Salary Schedules	30
	Section 11.2 - Health Insurance.....	30
	Section 11.3 - Life Insurance	31
	Section 11.4 - Prior Experience.....	31
	Section 11.5 - Regular Overtime.....	31
	Section 11.6 - Personal Property.....	32
	Section 11.7 - Substitute Work	32
	Section 11.8 - Payroll Installments	32
	Section 11.8.1 - Direct Deposit.....	32
	Section 11.8.2 - Paydays.....	32
	Section 11.8.3 - Final Year of Employment	32
	Section 11.8.4 - Special Payroll and Check Statements	33
	Section 11.9 - Retirement Incentive.....	33
	Section 11.10 - Longevity	33
	Section 11.11 - Holiday	33
	Section 11.12 - Vacation	34
	Acceptance of Agreement	35
LETTERS OF UNDERSTANDING		
	Safe Work Environment (Section 5.6)	36
	Providing Necessary Technology.....	37
	Evaluation.....	38-40
	Insurance Contributions for 2015-2016	41
	Hiatus at Expiration of the 2015-2016 Agreement.....	42
Appendix A – Paraprofessional Salary Schedule (2015-2016)		
Appendix B – Educational Office Personnel Salary Schedule (2015-2016)		
Appendix C – Educational Office Personnel Lane Placement (2015-2016)		
Appendix D – Concern Resolution Form		
Appendix E – Travel Time and Mileage		
Appendix F – Leave Summary		

ARTICLE I: RECOGNITION

1.1

The Board of Education of Community Unit School District No. 5 of McLean and Woodford Counties, Illinois, hereinafter referred to as the "Board" recognizes the Unit Five Support Professionals Association-IEA/NEA, hereinafter referred to as the "Association," as the exclusive bargaining representative for all regularly employed bargaining unit members, except all confidential, supervisory, and managerial employees.

1.2

Benefits for any part-time bargaining unit member shall be on a pro-rated basis. All part-time bargaining unit members employed on or before September 1, 2005 shall continue to receive benefits in effect prior to said date.

ARTICLE II: NEGOTIATIONS PROCEDURES

2.1

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

2.2

Each party agrees that it is the mutual responsibility of each to confer upon respective representatives the necessary power and authority to make proposals, consider proposals, make counter-proposals in the course of negotiations and to reach tentative agreements which shall be presented respectively to the Association and then to the Board for ratification.

2.3

Each party to negotiations shall select its negotiating representatives provided that the Board shall not select a member of the bargaining unit, as herein defined, and the Association shall not select a Board employee excluded from the bargaining unit.

2.4

Should either party declare impasse under the provisions of an applicable statute, the parties shall jointly request the Federal Mediation and Conciliation Service to provide the services of a mediator. Should FMCS be unavailable, the parties shall mutually agree upon a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. The costs of mediation shall be shared equally by the Association and the Board.

ARTICLE III: MANAGEMENT RIGHTS/NO STRIKE/ WAIVER OF ADDITIONAL BARGAINING

3.1

The Association recognizes that the Board has responsibility and authority to manage and direct, on behalf of the public, all the operations and activities of the school district to the full extent authorized by law and shall be limited only by the provisions of this agreement.

3.2

Recognizing that adequate means are made available by the agreement for the resolution of each bargaining unit member's grievance and/or complaint, and that other procedures are provided by statute and judicial law for such resolution, neither the Association nor any bargaining unit member covered by this agreement will instigate, promote, sponsor, engage in any strikes, concerted stoppage of work, or any other intentional interruptions of educational duties for the duration of this agreement. It is understood and agreed that any bargaining unit member violating this provision of the agreement shall be subject to disciplinary action by the Board up to and including dismissal.

3.3

The parties acknowledge that during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understandings and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, the Board and the Association, each for the life of the agreement, voluntarily and unqualifiedly waive any right which might otherwise exist under law, practice, or custom to negotiate concerning any matter during the term of this agreement, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this agreement or with respect to any subject or matter not specifically referred to or covered in this agreement, except only for mandatory subjects of bargaining which were clearly not within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this agreement. The parties shall attempt to resolve issues through collaboration.

ARTICLE IV: ASSOCIATION RIGHTS

4.1 Dues Deductions

The Board shall deduct from each bargaining unit member's pay the current dues of the Association, provided that the Board has a bargaining unit member-executed authorization for continuing dues deduction, the amount of which shall annually be certified by the Association. The authorization shall remain in effect from year to year, except that the bargaining unit member may revoke it in the authorized manner upon written request. Upon receipt of any revocation, the Board shall notify the Association in writing of the same.

All dues deducted by the Board shall be remitted to the Association no later than ten (10) working days after such deductions are made.

4.2 Right to Organize

The Board agrees that it will not discriminate against any member of the bargaining unit with respect to hours, wages, terms or conditions of employment by reason of the member's membership in any professional organization, participation in negotiations, or participation in any grievance.

4.3 Meetings, Notices, and General Information

4.3.1 Use of School Buildings

The Association is allowed the use of school buildings for meetings, provided that such use shall be restricted to reasonable times and shall not interfere with or interrupt normal school operations. For general Association membership meetings, whenever possible, prior notice shall be given the superintendent or designee a minimum of three (3) working days in advance of the meeting. Said notification shall be given on a building usage form in the building where the meeting will take place.

4.3.2 Use of Employee Mailboxes/Electronic Mail System

The Association shall have the right to use employee mailboxes and regular mail distribution facilities, including the District's electronic mail system, for communication with employees.

4.3.3 Posting of Notices

The Association shall have the right to post official notices of its activities on a bulletin board designated by the principal. The principal shall have the right to direct removal of any item, but removal shall not occur until after a meeting between the principal and an Association representative has been held.

4.3.4 Use of Office Equipment

The Association shall have the right to reasonable use of office equipment and will be responsible for reimbursing the Board for all materials and supplies used in the operation of this equipment.

4.4 Board Policies

Board policies, administrative procedures, and exhibits are available on the District's website. Proposed revisions are attached to the Board's agenda as they are brought to the Board for first reading. The Association president will be notified when any proposed additions to or revisions of board policies, procedures or exhibits are being included in the Board's agenda in order for the Association to determine the impact of such proposals.

4.5 Monthly Informal Meeting

Each month during the regular school term, an informal meeting will be held with the Superintendent and/or designee(s) and various members of the leadership council. This meeting will be for the purpose of discussing current bargaining unit member or administrative concerns. If deemed appropriate or necessary by the Association and Superintendent and/or designee(s), more than one informal meeting may be held during the month.

4.6 Meeting With Principals

UFSPA leadership is invited to attend the principals meeting held at the start of each school year to share its views on contractual issues.

4.7 School Calendar

No less than thirty (30) days prior to the adoption of the school calendar by the Board, the Board shall accept input from the Association. The Superintendent and/or designee(s) will invite the Association to submit its views and comments on the proposed calendar for the next year prior to preparing the calendar and will consider such views and comments in formulating the recommendations for the employer's decisions, including such items as: the starting date for the next school year; the starting, ending, and length of winter break and spring break.

ARTICLE V: EMPLOYEE RIGHTS

5.1 Employee Discipline

When it becomes necessary to discipline a bargaining unit member, the standard to be applied shall be just cause and progressive discipline shall be followed. However, notwithstanding the foregoing, in all cases the Board may impose discipline commensurate with the misconduct. No written reprimand shall be placed in the member's permanent file without the member's knowledge.

Any complaint or series of complaints deemed by the Board to justify disciplinary action which might result in placement of materials in the bargaining unit member's personnel file shall be brought to the attention of the bargaining unit member as soon as possible. The Board and the Association agree that it is most desirable to have complaints against a bargaining unit member directed to the individual(s) involved in an attempt to resolve disputes at the most immediate level. When deemed appropriate by the building principal or designated supervisor or requested in writing by the bargaining unit member, an attempt will be made to schedule a conference between the complaining party and the bargaining unit member involved. Any of the parties may choose a representative to be present at the conference.

Whenever a concern is raised against a bargaining unit member, the district's Concern Resolution Form (attached) shall be used to process the concern.

5.2 Non-Discrimination

Neither the Board nor the Association shall discriminate against any bargaining unit member for reason of race, creed, color, marital status, age, sex, national origin, physical or mental disability, or sexual orientation.

5.3 Right of Representation

When a bargaining unit member is required to appear before the administration or the Board concerning a disciplinary conference in which a written reprimand will be issued or a conference in which a suspension with or without pay or dismissal will occur, the bargaining unit member shall be entitled to have an Association representative present, if one is requested.

Prior to such a conference, the administration or Board will inform the bargaining unit member, in writing, that a conference will be held concerning a written reprimand, suspension with or without pay, or a dismissal.

It shall be the responsibility of the bargaining unit member to obtain a representative.

5.4 Official Personnel File

The superintendent or designee shall maintain the bargaining unit member's official personnel file. Only evidence of current performance and/or evidence from a current investigation of misconduct (including that which occurred in the past that was both unlawful and unknown to the Administration), and material contained in the official personnel file can be utilized in the suspension or discharge of a bargaining unit member.

No formal evaluation material and no letter of reprimand or letter of complaint shall be placed in the personnel file unless the bargaining unit member has an opportunity to read such material. The bargaining unit member shall be requested to acknowledge in writing that the material has been read by affixing their

signature. If the bargaining unit member refuses to acknowledge the material being read, the material may nevertheless be placed in the file if the bargaining unit member has had the opportunity to read the material.

A bargaining unit member shall have the right to respond to any material contained in the personnel file and the response shall become a part of the file.

A bargaining unit member shall have the right, within two (2) working days to review the contents of the personnel file, and shall have the right to have a representative of the Association accompany the member in the review. Privileged information, as defined by law, shall be specifically exempted from such a review.

The bargaining unit member may request and receive one (1) copy of any material, except privileged information, contained in the member's personnel file. The copy will be made at the expense of the bargaining unit member.

5.5 AIDS Notification

If the administration is aware of a student who has AIDS or a communicable disease, the appropriate bargaining unit member will be notified on a "need to know" basis, provided such notification is not prohibited by law or applicable regulation.

5.6 Working Environment

5.6.1

The Board shall comply with all applicable local, state, and federal laws and regulations pertaining to a safe and healthy working environment.

5.6.2

In the event that a bargaining unit member becomes aware of a potentially unsafe or hazardous condition, the bargaining unit member shall report this situation to the immediate supervisor and the Association president.

(See Letter of Understanding)

5.7 Employee Evaluation

5.7.1 Probationary Period Employees

The probationary period for any new employee shall be 90 working days. During the first 45 days of the probationary period, the principal or principal designee shall conference with each bargaining unit member about his/her job performance. Once a bargaining unit member has successfully completed his/her probationary period, a formal evaluation shall be conducted by April 15.

5.7.2 Frequency of Evaluation

The evaluation of bargaining unit members shall be conducted using the instrument mutually agreed to by the Association and the Board. A minimum of one (1) evaluation every two (2) years shall be conducted by the Board provided the bargaining unit member has had successful evaluations in each of the first three (3) years of employment. By September 15 the building principal or primary administrative supervisor will notify, in writing, each bargaining unit member to be evaluated of the month when the administrative supervisor/administrative supervisor designee will conduct the bargaining unit member's evaluation. Evaluations will be completed by April 15.

5.7.3 Orientation

The administrative supervisor or administrative supervisor designee shall conduct an orientation no later than October 15 to discuss the evaluation process.

5.7.4 Pre-Conference Procedures

Pre-Conference – Paraprofessionals

An individual pre-conference will be held prior to the evaluation of paraprofessionals. The administrative supervisor/administrative supervisor designee will establish the specific day(s) and time(s) for the observation(s) and will discuss the job duties that will be observed. Any pre-conference held under this section shall precede an observation.

Pre-Conference – Educational Office Personnel

An educational office personnel employee shall have the option of a pre-conference prior to being evaluated. Whenever a pre-conference is held, the administrative supervisor/administrative supervisor designee will meet with the employee and discuss the job duties, responsibilities and other expectations of the employee. In any event, the evaluator shall be familiar with the duties and responsibilities of the position. Although the evaluation of an educational office personnel employee shall be based chiefly on the employee's work product rather than the employee's performance during a pre-announced observation, at the employee's request the evaluator shall formally observe the employee at work.

Observations

Unscheduled observations of a bargaining unit member may be conducted at any time; however, at least one (1) observation of paraprofessionals shall be with the knowledge of the paraprofessionals. A written evaluation shall be based on actual time spent observing employees.

5.7.5 Evaluation Procedures

The evaluator and the bargaining unit member shall have a conference within five (5) work days of the final in-class or final work site observation to discuss the written evaluation. The bargaining unit member, within twenty (20) working days of this conference, shall have the right to attach comments to the evaluation placed in his/her personnel file.

5.8 Employee Orientation Meeting

An orientation session for all bargaining unit members shall be conducted during one of the first days of in-service. The orientation agenda shall be developed and conducted by a joint administration/UFSPA Professional Development Committee. Topics to be covered during the orientation shall include, but not be limited to, a review of the following: Human resources policies/procedures, the current negotiated agreement, job descriptions, the evaluation instrument/procedure, bargaining unit member roles and responsibilities, school safety, medication handling, and legal liability.

New employees hired after the initial orientation shall participate in an orientation session conducted by Unit 5 administration and UFSPA prior to October 15.

5.9 Professional Development Opportunity

When the District provides classes through its Professional Development Academy, a bargaining unit member shall be entitled to attend unlimited classes. Upon completion, a bargaining unit member shall be reimbursed for up to a maximum of 18 hours at his/her hourly rate of pay per school year or, upon being employed as a Unit 5 teacher, receive one-half (½) hour of in-District credit for every six (6) hours attended.

5.9.1 In-Service and Training Committee

An In-Service and Training Committee co-chaired by the UFSPA president or designee and the Superintendent or designee, and including the UFSPA vice-president or designee and one (1) additional administrator to be selected by the superintendent or designee shall be created and maintained for the purpose of developing and implementing in-service and training recommendations for bargaining unit members. The committee shall meet at least quarterly. Prior to developing and implementing in-service and training programs for school improvement days, institute days, professional learning community/late-start days and other opportunities throughout the year, the committee shall consider needs based on job descriptions and input from all parties, including the Board of Education, administration, association and individual bargaining unit members. The committee will have the responsibility for planning and developing training to be delivered to bargaining unit members on at least three (3) of the PLC/late-start days. The committee shall not engage in collective bargaining, but rather consensus building. The work of the committee is to be collaborative in order to develop a recommendation and plan that includes, but is not limited to, dates and times, locations, trainers, content, and materials.

5.9.2 In-Service Presentations

When bargaining unit members provided instruction, *as approved by the Superintendent or designee*, for Unit 5 in-service courses:

First Time Course is Taught

Bargaining unit members will be paid the maximum hourly rate for every hour they teach. In addition, they will be paid the maximum hourly rate for two hours of preparation time for every hour they teach.

Subsequent Times Same Course is Taught

Bargaining unit members will be paid the maximum hourly rate for every hour they teach. In addition, they will be paid the maximum hourly rate for one hour of preparation time for every hour they teach.

5.9.3 Trainings

Prior to any bargaining unit member being required to participate in training (ABA, CDL, etc.) outside their regular duties, the Board will provide the Association president with a written description of the activity as well as a timeline for completion. If the Association is not notified then (10) working days prior to the training, the training will be rescheduled. If a bargaining unit member is unable to attend a training session, an alternative date will be scheduled for the bargaining unit member(s). These activities will be conducted at a school site under the supervision of the building administrator and/or the Association president and District administrator.

5.10 Options for Countering Discrimination or Harassment –Board Policy No. 5.20

There shall be no reprisal against any employee for filing a sexual harassment complaint. Regardless of the means selected for resolving the problem, the initiation of a complaint will not adversely affect the complainant's employment, compensation, or work assignment. The complainant is entitled to confidentiality and respect and shall not be subjected to harassment or retaliation as a result of having filed a complaint or appealed a decision. An employee may elect to process a claim of reprisal through the grievance procedure of this Agreement in lieu of other legal and administrative options.

5.11 Seniority

Seniority shall be defined as the length of service within the District commencing with the most recent start date within the category of position and shall not be transferable from one category of position to another. For the purpose of determining seniority, Category 2 and Category 3 shall be considered one (1) category.

Category of position is defined as follows:

Category 1	Educational Office Personnel
Category 2	Regular Education Paraprofessional
Category 3	Special Education Paraprofessional

Seniority shall continue to accumulate during all paid and unpaid leaves of absence.

A bargaining unit member hired prior to March 1 who returns the following year will advance one step on the salary schedule.

5.12 Parent/Teacher Conference for Own Children

A bargaining unit member with a child or children attending Unit Five schools shall, if the scheduling allows, have the opportunity to meet with the child's or children's teacher on the designated parent/ teacher conference day during the member's assigned lunch period.

5.13 Student Medication

Bargaining unit members are not required to administer or dispense prescription or non-prescription medication to students. However, bargaining unit members may provide assistance to students in an emergency situation such as by administering medication, and may dispense or make medication available to a student for student self-administration provided a completed and signed School Medication Authorization Form is on file. No reprisals shall be taken by the Board against any member who chooses to not administer or dispense medication. Consistent with its obligations under the School Code, if a bargaining unit member chooses to administer or dispense medication to a student, the Board shall insure, defend, and indemnify bargaining unit members against damages sought for negligent or wrongful acts related to the administration or dispensing of medication to students. Whenever a bargaining unit member volunteers to dispense medication or make medication available to a student for self-administration, such action shall be deemed in the scope of the bargaining unit member's employment.

5.14 Use of Video Cameras in Unit 5 Facilities

The purpose of surveillance equipment is to secure the buildings, enhance the safety of the educational environment, and deter misconduct. The purpose of the equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

Surveillance shall only occur in common areas including, among others, hallways, parking lots, grounds, cafeterias, IMCs, and gymnasiums. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct, student misconduct or security violations or incidents. Except as otherwise required by law, access to data involving District personnel will be limited to appropriate administrative personnel and police liaison officers. Such review will take place in the office of one of the parties listed above. If the review of data inadvertently reveals alleged incidents of employee misconduct, the following process will be followed:

- The Employee and the Association will be notified if the District intends to investigate the alleged employee misconduct incident. Such notification shall be in writing.
- The Association representative or the Employee's representative may review the data depicting the alleged employee misconduct.
- The employee has the right to be represented in all investigatory meetings regarding alleged misconduct unless the employee declines representation.
- Any discipline that may be imposed against the employee as a result of the misconduct investigation shall be in accordance with the applicable provisions of the Collective Bargaining Agreement.

Except as otherwise required by law, data from surveillance equipment may be stored for not more than thirty (30) calendar days unless there is cause to believe that such data would document a criminal or security incident or relate to possible civil litigation.

At the time surveillance equipment is activated in each school building, all employees at that school shall be informed in writing, of the use of the surveillance equipment. All new employees will be notified in writing, of the use of the surveillance equipment as part of new employee orientation.

ARTICLE VI: GRIEVANCE

6.1 Definition

6.1.1

The grievance shall mean a written complaint by a member of the bargaining unit or the Association that there has been a violation, misinterpretation, or misapplication of any provision(s) of this agreement. The provision(s) grieved shall be so designated.

6.1.2 Time Limits

All time limits consist of school days except when a grievance is submitted fewer than ten (10) days before the close of the current school term. Then time limits shall consist of all week days. Timelines may be extended by mutual consent. Upon the absence of a supervisor, a response may be made by a designee.

6.2 Procedures

The parties acknowledge that a bargaining unit member and the Board may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

6.2.1 Step I:

The grievant may present the grievance in writing to the immediately involved supervisor, who will arrange for a meeting to take place within ten (10) days after receipt of the grievance. The Association's representative, the grievant, and the immediately involved supervisor shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.

6.2.2 Step II:

If the grievance is not resolved at Step I, the Association may refer the grievance to the superintendent or the superintendent's official designee within fifteen (15) days after receipt of the Step I answer. The superintendent shall arrange with the Association representative for a meeting to take place within fifteen (15) days of the superintendent's receipt of the appeal. Within ten (10) days of the meeting, the Association shall be provided with the superintendent's written response, including the reasons for the decision.

6.2.3 Step III:

If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. If a demand for arbitration is not filed with the employer within thirty (30) days of the date of Step II answer, then the grievance shall be deemed withdrawn.

If within fifteen (15) days of the filing of the demand with the employer the parties cannot agree on an arbitrator, the demand shall be submitted to the American Arbitration Association which shall act as the administrator of the proceedings.

Arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties from a roster of arbitrators provided by the American Arbitration Association. Within seven (7) days after the Association requests binding arbitration, the two parties will request the American Arbitration Association to provide a panel of seven (7) arbitrators. The Association shall strike the first name and then each of the two parties will alternately strike one name at a time from the panel until only one name shall remain. The remaining name shall be the arbitrator. Expenses for the arbitrator's services shall be borne equally by the Board and the Association.

The decision of the arbitrator shall be final and binding on the parties. The arbitrator, in the opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement.

6.3 Time Limits

A grievance must be filed within 90 days of the occurrence of the event which gave rise to the grievance. The number of days indicated at each step in the procedure shall be considered as the maximum allowable to the parties and every effort shall be made to resolve the grievance as rapidly as possible.

6.4 Representation

The grievant and the Association have the right to representation in the grievance procedure. The grievant shall be present at all grievance discussions unless the Board, Association, and the grievant mutually agree that the grievant's presence is not desirable or necessary. When the presence of the grievant at a grievance hearing is required by either party, illness or incapacity of the grievant shall be grounds for any necessary extension of grievance procedure time limits.

6.5 Constraints

Any investigation, or other handling or processing of any grievance by the grievant or the Association shall, if possible, be conducted during non-teaching time.

6.6 By-Pass

By mutual agreement, any step of the grievance procedure may be by-passed.

6.7 Class Grievance

Class grievances involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Association at Step II.

6.8 No Reprisals Clause

No reprisals shall be taken by the Board against any bargaining unit member because of the member's participation in a grievance.

6.9 Grievance Withdrawal

A grievance may be withdrawn at any level without establishing precedent.

6.10 Costs

The fees and the expenses of the arbitrator shall be shared equally by the parties.

6.11 Court Reporter

If only one party requests the presence of a court reporter, that party shall bear the cost of the reporter. If the arbitrator requests the presence of a court reporter, both parties shall share the cost of the court reporter.

6.12 Postponement

If only one party requests the postponement of an arbitration hearing, that party shall bear any per diem fee assessed by the arbitrator.

6.13 Settlement

By mutual agreement, a grievance may be settled at any step without establishing precedent.

6.14 Released Time

During any arbitration hearing, the individual grievant shall be released from regular assignment without loss of pay and an Association representative may appear at the arbitration hearing providing the representative shall reimburse the Board the cost of the substitute. A bargaining unit member may volunteer to cover the classes of the Association representative, and if allowed, will result in no reimbursement.

6.15 No Written Response

If no written response has been rendered within the time limits indicated by a step, then a grievance shall pass to the next step.

6.16 Records

All records related to a grievance shall be filed separately from the personnel files of the bargaining unit member. This does not preclude, however, the right of the Board to utilize said records in any future discipline or discharge proceedings against any bargaining unit member.

6.17 AAA Rules

At the request of both parties, the Expedited Arbitration Rules of the American Arbitration Association shall be used instead of the Voluntary Labor Arbitration Rules.

ARTICLE VII: EMPLOYMENT CONDITIONS

7.1 Length of Work Day/Year

A full-time paraprofessional's work day shall consist of seven (7) hours per day (excluding a 30-minute unpaid lunch). The work year shall be 180 days in length. Travel time between work sites shall be included in the seven (7) hour work day, and not be counted as duty-free lunch or breaks.

A full-time educational office personnel's work day shall consist of eight (8) hours per day, Monday through Friday (excluding a 30-minute unpaid lunch). The part-time educational office personnel work day shall consist of the number of hours and days to be worked as defined in the position description. Educational office personnel will work with building administrators and immediate supervisors to arrive at hours that best suit the position. Educational office personnel who work more than nine months and less than 12 months will work with the building administrator and/or immediate supervisor to determine when the additional days will be worked.

Educational office personnel shall work on days school is in session and on additional days as scheduled according to the chart below:

<u>Months Worked</u>		<u>Work Days Per Year</u>	<u>Days Paid Per Year</u>	<u>Hours Paid Per Year</u>
9 ½ Months	175 Student Days 5 Institute/Parent Conf Days 10 Additional Days 12 Paid Holidays	190	202	1616
10 Months	175 Student Days 5 Institute/Parent Conf Days 20 Additional Days 12 Paid Holidays	200	212	1696
11 Months	175 Student Days 5 Institute/Parent Conf Days 32 Additional Days 12 Paid Holidays	212	224	1792
12 Months	175 Student Days 5 Institute/Parent Conf Days Variable Additional Days 13 Paid Holidays (Includes July 4)	238	Minimum of 250	Minimum of 2000

Special Circumstances for Educational Office Personnel

Homecoming	Dismissed ½ hour after student dismissal. Unit Office, transportation, special services, and warehouse office employees may choose the homecoming on which they are dismissed early. School building office employees should attend the homecoming of the school which their students attend. Exception: Parents may attend their child's homecoming provided that the building can be appropriately covered.
------------	---

School Improvement Days	Follow the same schedule as certified employees.
Parent/Teacher Conference Days	Work the regular day or same dismissal time as certified employees.
Before Designated Holidays	Dismissed ½ hour early.
Early Out for Emergency Days	Dismissed ½ hour after student dismissal.
Snow Days	Do not report.
Institute Days	Same arrival time as certified employees. Dismissed at 2:30 p.m. unless institute last longer than 2:30 p.m. In that case, dismissed at the end of the institute or 4:30 p.m., whichever is earlier.

7.1.1 Travel; Time and Expense Reimbursement

A bargaining unit member shall be reimbursed for travel expense at the current IRS rate for all approved mileage necessary to perform his/her assigned duties. All bargaining unit members required to travel between buildings during the regular work day shall be allowed adequate time to relocate and travel safely. Bargaining unit members will be allowed at least the amount of time indicated on the Travel Time and Mileage chart in Appendix E to travel from one building to another. The Superintendent or designee and the UFSPA president or designee shall, at the beginning of each school year, review the time demands for travel. A bargaining unit member may request a review of his/her schedule by the superintendent or designee and UFSPA president or designee during the first fifteen (15) school days of each semester or after any schedule change. Adjustments will be made for special assignments or special conditions.

7.1.2

A bargaining unit member who is unable to be dismissed as outlined in 7.1 shall be allowed to “bank” the time they are required to work beyond the early dismissal time and work with their building administrator(s) and immediate supervisor(s) to flex their schedule to account for such “banked” time.

7.2 Lunch and Work Breaks

Lunch and breaks shall be cooperatively scheduled by the bargaining unit member and the supervisor – the minimum being a 30-minute unpaid lunch and two 15-minute breaks.

7.3 Bell to Bell Schedule

The bell to bell schedule for paraprofessionals is designed to meet the needs of special education students. The intent of the bell to bell schedule is to work with individual and small groups of students throughout the paraprofessional work day. Individual special education services for an individual student will be rendered through the Individual Education Program (IEP) with one or more paraprofessionals providing special education services. Paraprofessionals are limited to working a preponderance of their time with the same individual student for no more than three consecutive years.

The total number of Individual Education Program (IEP) minutes for individual special education services is divided by the negotiated paraprofessional work day. The number of paraprofessionals needed in each building is determined and ultimately assigned. The number of paraprofessionals assigned to each building will be posted by May 15th annually.

In each building, an administrator (the principal or designee) will work with special education teachers to create a schedule of paraprofessional minutes required to meet students' Individual Education Program needs. It is the responsibility of the administrator to schedule and assign the paraprofessional daily/weekly schedule for each building position available and to furnish a written schedule to the paraprofessional no later than September 15th of each year. If the schedule needs changed, the paraprofessional shall receive 48 hours' notice. However, the parties acknowledge and agree that due to unforeseen circumstances a paraprofessional's daily schedule may be changed without notice. It is the intent to provide a flexible daily/weekly schedule that meets the needs of the special education services provided in each building while providing as much predictability and consistency for the paraprofessional as possible.

7.4 Vacancies and Transfers

7.4.1 Definitions

- A. A "vacancy" occurs when a current position opens as a result of a resignation, retirement, termination or transfer or when a new position is created after each bargaining unit member returning from leave has been placed.
- B. A "voluntary transfer" is a change from one position to another position requested by the bargaining unit member.
- C. An "involuntary transfer" is a change from one position to another directed by the administration, rather than requested by the bargaining unit member. This includes those bargaining unit members who are displaced when programs or positions have been eliminated.
- D. An "in-building transfer" is a change from one position to another position within the same building directed by the administration, rather than requested by the bargaining unit member.
- E. "Seniority" is established by the annually prepared district seniority list and is further defined in 5.11 of this Agreement.

7.4.2 Procedures

A. Posting of Vacancies

Information regarding vacancies shall be publicized to the staff by sending a copy to the Association president or designee, and when building principals are on duty, by sending copies to be posted on a designated school bulletin board and posted in a central location in the district office, and on the district website for at least seven (7) calendar days. Except in cases of emergency, the vacancy will not be filled until the seven (7) day posting period has elapsed. Where specific training, experience, or other qualifications are necessary, such conditions shall be stated in the posting.

Paraprofessional positions created or becoming vacant during the school year may be temporarily filled to avoid undue disruption of the educational program. The above and following procedures will be followed to post and permanently staff the position for the next school year.

Whenever vacancies occur during the summer months when the regular school year is not in session the following procedures will be followed:

1. Postings of any vacancies of educational office personnel positions shall be posted on the District website and emailed to educational office personnel utilizing the bargaining unit member's District email.
2. Postings of any vacancies for paraprofessional positions shall be posted on the District website and emailed to paraprofessionals utilizing the bargaining unit member's District email.

B. Voluntary Transfers

A bargaining unit member requesting a transfer within seven (7) calendar days of the publishing of a notice for a specific vacancy shall be granted an interview. No assignment of a new bargaining unit member to a specific position in the District will be made until all pending requests for transfer to that position have been given due consideration. Notification to bargaining unit members who are granted or denied a transfer will be made in writing as soon as a determination is made. A bargaining unit member desiring a transfer to a position for which there is at the time no vacancy, shall notify the superintendent and/or designee of the transfer request in writing. Such a request will be placed on a "Transfer Request List" until the bargaining unit member receives a transfer or September 1 of each year, at which time the list will be purged. A copy of the "Transfer Request List" shall be provided to the president of the Association or designee quarterly. In-building transfers may occur prior to posting a vacancy.

C. In-Building Transfers

After a meeting with the building principals jointly conducted by the UFSPA president and/or designee and the Superintendent or designee, reassignments of paraprofessionals within a school building may be made. Prior to reassignment, each building principal will seek input from impacted bargaining unit members. The Association president and/or designee shall be given written notice of any internal reassignment under consideration prior to the effective date of the reassignment. The procedure shall be used in April and May of the school year prior to the school year the assignment is to be effective.

The Bargaining unit member's seniority shall be given meaningful consideration, along with the student's and District's needs. The building administrator shall also consider the bargaining unit member's preference, and their documented work experience and past performance. Before an in-building transfer is completed, the member will be given an opportunity to be trained, as necessary, and to meet with the appropriate individuals to acclimate themselves to the new assignment and its responsibilities. Only after the meeting referenced above has occurred and the factors identified have been considered shall the in-building transfer be directed.

D. Involuntary Transfers

When involuntary transfers are necessary for any reason, the following process will be used for educational office personnel and paraprofessional positions:

Educational Office Personnel

1. Affected bargaining unit members will be notified of the need for involuntary transfer, and offered the opportunity to accept the transfer. If more people are willing to accept the transfer than needed, the most senior person willing to accept the transfer will be transferred.
2. If an insufficient number of bargaining unit members are willing to accept the necessary transfer, the least senior will be involuntarily transferred.
3. Each bargaining unit member to be involuntarily transferred will be placed on the district-wide "involuntary transfer list" and given the option of requesting due consideration for any available positions in the District. Consideration for educational office personnel positions shall be based upon qualifications, merit and ability (including performance evaluations, if available), relevant experience, and seniority, provided all other factors are determined by the District to be equal.
4. Bargaining unit members on the district-wide "involuntary transfer List" who request due consideration for an available position and are not approved for the position will choose from any positions in the District that remain available following the due consideration process above, in order of seniority.
5. Bargaining unit members on the district-wide "involuntary transfer list" will be notified of their assignment for the following school year no later than May 15th. If the need arises to alter an assignment, the bargaining unit member and Association will be notified immediately. Any bargaining unit member being involuntarily transferred shall be placed before voluntary transfers are allowed and prior to hiring bargaining unit members from outside the District.

Paraprofessionals:

1. Affected bargaining unit members will be notified of the need for involuntary transfer, and offered the opportunity to accept the transfer. If more people are willing to accept the transfer than needed, the most senior person willing to accept the transfer will be transferred.
2. If an insufficient number of bargaining unit members are willing to accept the necessary transfers, the least senior will be involuntarily transferred.
3. At every building, each bargaining unit member to be involuntarily transferred will be given the option of choosing an opening in his/her own building (if one is available) or of being placed on the district-wide "involuntary transfer list". When more than one person in the building is being transferred the most senior will be given the opportunity to choose first, then the next, and so on. Building-based transfers will be completed prior to district-wide transfers.
4. All bargaining unit members on the district-wide "involuntary transfer list" will choose from any available positions in the District in order of seniority.
5. Bargaining unit members on the district-wide "involuntary transfer list" will be notified of their assignment for the following school year no later than May 15th. If the need arises to alter an assignment, the bargaining unit member and Association will be notified immediately. Any bargaining unit member being involuntarily transferred shall be placed before voluntary transfers are allowed and prior to hiring bargaining unit members from outside the District.

If an involuntary transfer occurs during a school year, information provided to the bargaining unit member being involuntarily transferred will include, but not be limited to: the position they will be filling, the effective date, the job requirements and description. The bargaining unit member will

be given the opportunity to meet with the administrator/supervisor of their new assignment to become acclimated to the new position, be informed of their schedule, introduced to the staff and facility, given an opportunity to indicate any potential training needs based on the requirements of the new position, etc. The bargaining unit member will be given at least 5 working days' notice, except in an emergency, before the transfer is to be effective and every effort will be made to have the transition occur at a convenient time in the school calendar – coinciding with a holiday break, school improvement day, institute day, etc. so that the member may have a chance to conclude their current assignment and prepare for their new assignment.

E. Program Movement

1. When total programs are placed in a different building with no change in total staff within the program, all bargaining unit members within that program shall be transferred to the new building with the program (e.g. EMD from NCHS to NCWHS). If need for additional staff is anticipated, the above procedure shall occur first, and the additional position opening shall be deemed a vacancy.

2. When programs are split between two schools and no need for additional staff is anticipated, bargaining unit members within the program may agree as to which school they will be located. In the absence of an agreement, seniority will prevail. If the need for additional staff is anticipated, the above procedure shall occur first and the additional position opening shall be deemed a vacancy.

7.5 Reduction in Force

The Board and Association agree to use the School Code of Illinois, Section 10-23.5, with the following modifications:

7.5.1 Reduction in Force Consideration

The Board shall not take final action on any considerations of reduction in force prior to first meeting with the Association to negotiate over any alternatives. On or before the last day of February, the Board shall give written notice to the Association of any considerations of reduction in force.

7.5.2 Category of Position

Categories of position for purposes of this article shall be as follows:

1. Educational Office Personnel
2. Regular Education Paraprofessionals
3. Special Education Paraprofessionals

7.5.3 Vacancies for Following School Term

If the Board has any vacancies during the two school years immediately following the school year at the end of which the employee was dismissed, the positions thereby becoming available shall be offered to the employees so removed or dismissed from that category of position, so far as they are legally qualified to hold such positions and have previously worked in that category of position.

7.5.4 Bargaining Unit Member Recall Options

A bargaining unit member subject to recall may refuse an available position involving fewer hours and/or a lower rate of pay but must accept a position which is comparable in hours and pay rates to the position from which the bargaining unit member was reduced. A bargaining unit member who refuses to accept a position of comparable pay and hours of work shall forfeit recall rights.

7.6 Extended School Year

The District will determine if summer school will be offered and communicate the decision to bargaining unit members on or before April 15 of each year.

7.6.1 Paraprofessionals

Positions for employment for extended school year programs shall be publicized to the staff by May 1 of each year. Consideration for positions shall be based on district seniority. Rate of pay is to be at the individual paraprofessional's annual salary rate. Paraprofessionals will be paid on the same basis as during the school year. Paraprofessionals shall be notified by June 1 whether or not they have been selected for a summer school position. The UFSPA President will be provided a list of Paraprofessional applicants and those individuals accepting positions by June 1. The Summer School Director (s) shall conduct an orientation meeting with all Paraprofessionals prior to the start of summer school.

7.6.2 Educational Office Personnel

Extended work year contracts between individual office personnel bargaining unit members and the Board shall be by mutual agreement. Current practices regarding days worked prior to the contract year, wage rates, and ending the work year early shall be continued.

7.6.3 Summer School

Positions for employment for extended school year programs shall be publicized to the EOP staff by May 1st of each year. Consideration for the positions shall be based upon factors that include without limitation, qualifications, merit and ability (including performance evaluations, if available), and relevant experience. If all factors are relatively equal, the consideration shall be based on district seniority. Rate of pay is to be at the EOP's current rate of salary.

7.6.4 Leave During Extended School Year

While on extended contract (i.e. summer school) a bargaining unit member serving on jury duty shall receive full pay for the time served on the jury.

7.7 Educational Office Personnel Lane Transfers

7.7.1 Voluntary Transfers

In the event an educational office bargaining unit member transfers from one lane to another, the guidelines to be followed are:

From Lower Lane to Higher Lane

The educational office bargaining unit member will remain at the same step in the higher lane as that on which he/she was placed in the lower lane. The educational office bargaining unit member will advance on the salary schedule annually as he/she normally would.

From Higher Lane to Lower Lane

The educational office bargaining unit member will remain at the same step in the lower lane as that on which he/she was placed in the higher lane. The educational office bargaining unit member will advance on the salary schedule annually as he/she normally would.

7.7.2 Involuntary Transfers

The educational office bargaining unit member who is involuntarily transferred will be placed on the salary schedule at a salary comparable to that which he/she is currently receiving. The educational office bargaining unit member will advance on the salary schedule annually as he/she normally would.

ARTICLE VIII: LEAVES

8.1 Paid Leaves

8.1.1 Sick Leave

Each nine (9) month bargaining unit member shall be granted twelve (12) sick leave days per year which shall entitle the member to be absent for reasons as defined below without loss of pay. A bargaining unit member employed for more than the regular nine (9) months of school shall be entitled to additional days of sick leave based upon one (1) day for every additional month or major portion thereof. Unused sick leave days shall accumulate.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The immediate family for the purpose of this article shall include parents, legal guardians, children, spouse, brothers, sisters, grandparents, great grandparents, grandchildren, parents-in-law, daughters-in-law, sons-in-law, brothers-in-law, sisters-in-law, grandparents-in-law, great grandparents-in-law, aunts, uncles, and all step relatives in the aforementioned relationships.

The Board may require a physician's certificate as proof of illness or fitness to resume duties after any absence. If the Board does require a physician's certificate or a certificate from a spiritual healer as the basis for pay during a leave of less than three (3) days, the Board shall pay from district funds the expenses incurred by the bargaining unit member in obtaining the required certificate.

The Board or appropriate administrator shall furnish each bargaining unit member, within thirty (30) days of the commencement of school, a written statement setting forth the total sick leave credit.

8.1.1a Use of Sick Leave for Adoption

A bargaining unit member who is in the formal process of adopting a child may use his/her own accumulated sick leave when he/she is participating in agency-required pre-adoption proceedings. The bargaining unit member will be required to provide a letter from the adoption agency that verifies the required activity.

A bargaining unit member who is an adoptive parent shall be entitled to use up to 30 days of his/her own accumulated sick leave to care for his/her child within the first 12 months of the adoption.

The bargaining unit member will not be allowed to use medical leave for either of the purposes as described above.

8.1.2 Bereavement Leave

A bereavement leave will be granted which shall allow a bargaining unit member to be absent for up to three days to deal with funeral matters of the immediate family as defined in Section 8.1.1. These days will not be charged against the bargaining unit member's sick leave allotment.

If a bargaining member requests a bereavement leave for a family member not described in Section 8.1.1, a member will have their request considered under the terms of 8.1.6 Emergency Leave.

8.1.3 Personal Leave

Two (2) personal leave days shall be granted to bargaining unit members to be used at the convenience of the bargaining unit member, except that a personal leave day may not be taken during the first five or last five days of the student attendance year and the Administration may deny a request for personal leave if approval would adversely impact operations or the provision of services due to absence of too many bargaining unit employees and the inability to find qualified substitutes. The Superintendent (or designee), in consultation with building administrators and the Association president, may approve personal leave on blackout days on a case by case basis. Except for an emergency, a bargaining unit member shall request personal leave at least 48 hours in advance. Unused personal leave will be added to a bargaining unit member's accumulated personal leave and/or sick leave at the end of each school year. Bargaining unit members may not accumulate a total of more than four (4) personal days.

8.1.4 Jury Duty

Whether during the normal contract year, or while on an extended contract (i.e. summer school), bargaining unit member serving on jury duty shall receive full pay for the time served on the jury.

8.1.5 Association Leave

The president of the Association or designee shall be allowed twenty (20) days of Association leave per year. Additional Association Leave may be approved at the discretion of the Superintendent or designee.

The president of the Association or designee shall submit a written request for such leave at least five (5) days in advance of commencement of the leave. Such request shall state the specific reason for the requested leave, the name of the Association member, and the day or days of the leave.

The Association shall reimburse the Board for the cost of substitutes actually employed.

8.1.6 Emergency Leave

Members of the bargaining unit shall be entitled leave to accommodate extreme situations when other leaves do not apply. A member must give a reason for the request, and such leave will be approved or denied by a committee consisting of the Superintendent or designee, principal of the building from which the request was made, and the president of the Association or designee.

8.1.7 Professional Leave

The Superintendent or designee may allow professional leave for the enhancement of a bargaining unit member's professional capacity. The member shall request professional leave in writing at least one (1) week prior to the day of the requested absence.

8.2 Unpaid Leaves

8.2.1 Limits

Unpaid leaves shall not exceed two (2) years for any one (1) bargaining unit member.

8.2.2 Medical Leave

Each full-time bargaining unit member shall be entitled to ten (10) days medical leave annually.

Members employed for more than the regular nine (9) months of school shall be entitled to extra days of medical leave based upon one (1) day for every additional month or major fraction thereof.

Unused days of medical leave shall accumulate up to a maximum of one hundred twenty (120) days usable in any one (1) year for nine (9) month members and a proportionate increase for extended contracts.

Medical leave may only be used for personal illness and is not granted for any other reason.

Medical leave may only be used at such time as accumulated sick leave has been exhausted.

The Board may require a doctor's certificate as proof of illness or fitness to resume duties after any absence.

During the period of time a bargaining unit member is utilizing medical leave benefits, the Board will maintain the hospitalization insurance coverage for said member, if allowable by the insurer.

Medical leave is terminated on the last day of each bargaining unit member's contract year, and such termination shall not affect the accumulated total of medical leave.

A bargaining unit member will remain an employee of the school district while on this leave.

8.2.3 Leave for Personal Illness

The decision to grant a leave for personal illness for any length of time shall only be made by the Board. Board approved leaves shall not affect seniority within the District.

A request for a leave for personal illness should be made of the Board prior to such time as accumulated medical leave has expired and the request should be accompanied by a doctor's certificate as proof of disability.

The beginning date of a leave for personal illness is the first working day the bargaining unit member is absent for illness, after all sick and medical leave days are exhausted.

When granted a personal illness leave, the Board will maintain the hospitalization insurance coverage for said bargaining unit member through the month following the date of the beginning of such leave and/or according to provisions set forth in the Family and Medical Leave Act of 1993. Coverage beyond the Board's contribution will be an option of the bargaining unit member by remitting the premium on a monthly basis; however, the last day of coverage will not be extended beyond the last day the bargaining unit member is considered employed by the Board, unless the bargaining unit member is eligible for coverage as a retiree.

Leave for personal illness will be terminated on the last day of each bargaining unit member's contract year.

8.2.4 Family Hardship Leave

The Board may grant a bargaining unit member a leave of absence without pay for a specified period of time of up to two (2) years. In no instance shall this leave be granted unless the Board determines that a suitable replacement can be hired. Board approved leaves shall not affect seniority within the District.

A bargaining unit member shall not be eligible for sick leave pay during the period of a family hardship leave, nor will a member be eligible for hardship leave if the member has applied for or

used sick leave, medical leave, and/or personal illness leave in reference to the reason that hardship leave is being requested.

All benefits available to a bargaining unit member shall be suspended during a family hardship leave unless otherwise allowed according to provisions set forth in the Family and Medical Leave Act of 1993. The member may maintain membership in the group health insurance program during the leave by remitting in advance payments of all premiums due. These payments shall be made to the Business Office.

A bargaining unit member granted a family hardship leave of absence shall be required to notify the secretary of the Board in writing stating whether or not said bargaining unit member requests to return to his/her position. For bargaining unit members on a leave during the second semester, the request to return must be received by the secretary of the Board on or before March 1. Failure of the bargaining unit member to make proper notification by March 1 will terminate that person's further employment in Unit 5 school district.

At the expiration of the leave period the Board will make every effort to offer the member the same or similar position as that which was held prior to the leave of absence. An educational office personnel bargaining unit member must work at least one half (1/2) of his or her regular contract year to receive experience credit for that year on the salary schedule. A paraprofessional must work at least ninety (90) school days or one semester, whichever is less, to receive experience credit for that year on the salary schedule. A bargaining unit member on leave for a full school year shall not advance on the salary schedule while on leave; however, upon return the member shall advance appropriately on the salary schedule.

A bargaining unit member will remain an employee of the school district while on this leave.

8.2.5 Parental Leave

The Board may grant a bargaining unit member a parental leave without pay for a specified period of time of up to two (2) years. Board approved leaves shall not affect seniority within the District.

All benefits available to a member shall be suspended during a parental leave unless otherwise allowed according to provisions set forth in the Family and Medical Leave Act of 1993, and the member shall not advance on the salary schedule for the year(s) in which the leave is taken. The bargaining unit member may maintain membership in the group health insurance program during the leave by remitting in advance payments of all premiums due. These payments shall be made to the Business Office.

A bargaining unit member granted a parental leave of absence shall be required to notify the secretary of the Board in writing stating whether or not said bargaining unit member requests to return to his/her position. For bargaining unit members on a leave during the second semester, the request to return must be received by the secretary of the Board on or before March 1. Failure of the bargaining unit member to make proper notification by March 1 will terminate that person's further employment in Unit 5 school district.

At the expiration of the leave period the Board will make every effort to offer the member the same or similar position as that which was held prior to the leave of absence. An educational office personnel bargaining unit member must work at least one half (1/2) of his or her regular contract year to receive experience credit for that year on the salary schedule. A paraprofessional must work at least ninety (90) school days or one semester, whichever is less, to receive experience credit for that year on the salary schedule. A bargaining unit member on leave for a full school year shall not advance on the salary schedule while on leave; however, upon return the member shall advance appropriately on the salary schedule.

A bargaining unit member will remain an employee of the school district while on this leave.

8.2.6 Planned Extended Leave

Providing that a suitable replacement can be employed, the Board may grant a bargaining unit member a planned extended leave without pay for a specified period of time of up to two (2) years. Bargaining unit members must request the leave in writing by directing such request to the secretary of the Board. No specific reason for the leave needs to be given. Seniority shall not be impaired by the virtue of the leave. A bargaining unit member will not receive experience credit for the year of the leave. Health insurance and major medical benefits (if allowable by the insurer) may be purchased by the member during the leave at the group rate.

Upon completion of the leave the bargaining unit member shall be placed in an available position for which the member is qualified, except in case of reduction in force that could affect reemployment of staff on leave.

A bargaining unit member granted a planned extended leave of absence will be required to notify the secretary of the Board in writing stating whether or not said bargaining unit member requests to return to his/her position for the next school term. This request must be received on or before March 1. Failure of the bargaining unit member to make proper notification by March 1 will terminate further employment in Unit Five School District.

A bargaining unit member will remain an employee of the school district while on this leave.

8.2.7 Leave Without Pay

The Board recognizes that a leave without pay is sometimes necessary due to circumstances beyond a bargaining unit member's control. Therefore, requests for absences from work that do not fall under any other leave policy may be granted by a supervising administrator.

Unless circumstances warrant, leave without pay shall not be granted immediately prior to or immediately following holidays or vacations.

The pay for a bargaining unit member who is granted a leave without pay shall be reduced as per the salary contract.

8.2.8 Family Medical Leave Act

The Board will follow the provisions of the Family Medical Leave Act of 1993 as it relates to unpaid leaves.

8.2.9 Waiver of Dues

During unpaid leaves, Association dues and/or fair share fees will be waived.

ARTICLE IX: EFFECT OF AGREEMENT

9.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

9.2 Individual Contracts

The terms and conditions of this Agreement shall be reflected in individual contracts or employment agreements.

9.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, then that article, section, or clause shall be deleted from this agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

9.4 Duplication of Agreement

Within thirty (30) calendar days after ratification by both parties, the Board shall make available a clean copy of the Agreement. Sufficient copies of the Agreement shall be promptly reproduced as to make one (1) copy for each bargaining unit member, administrator, Board member, and twenty-five (25) additional copies. The cost of reproduction shall be borne by the Board.

9.5 Term of the Agreement

Following ratification of this agreement by the members of the Association and final approval by the Board, this agreement shall be effective July 1, 2015 and shall continue in effect until June 30, 2016.

ARTICLE X: FAIR SHARE

10.1

Every bargaining unit member shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

In the event that the bargaining unit member does not pay the fair share fee directly to the Association by September 30 of that school year, the Board shall deduct the fair share fee from the wages of the bargaining unit member in equal payments starting on October 15 and concluding June 15 of that school year.

Such fee shall be paid to the Association by the Board no later than ten (10) days following the deduction.

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 Association agrees to defend such action, at its own expense and through its own counsel, provided:

- (a) The Board gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and
- (b) The Board gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Board from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Board's non-negligent compliance with this article.

The obligation to pay a fair share fee will not apply to any bargaining unit member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collections of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious, charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

ARTICLE XI: BARGAINING UNIT MEMBER COMPENSATION AND FRINGE BENEFITS

11.1 Salary Schedules

The salary schedules for paraprofessionals and educational office personnel for 2015-2016 shall be set forth in Appendix A and Appendix B which are attached hereto and incorporated into this Agreement. All bargaining unit members will move on the salary schedule for their service credit in each year of this Agreement.

All bargaining unit members who exceeded the salary schedule steps shall receive a 4 percent increase for each year of this Agreement based on their previous year's salary.

11.2 Health Insurance

The Board shall contribute an amount to the Insurance Fund for each individual bargaining unit member toward their insurance benefits. This allowance shall be reduced pro rata for any bargaining unit member who is employed less than full time. UFSPA shall be allowed an opportunity at the new employee paperwork sessions to discuss with bargaining unit members the matter of waiver of individual health insurance plan coverage. The form to be used by a bargaining unit member to waive health insurance plan coverage shall be jointly agreed to by the Administration and UFSPA. The District and the Insurance Committee will work towards developing a plan that will allow bargaining unit members access to alternative benefits.

The Board shall pay \$500 toward individual premium cost per month for each bargaining unit member. The amount the Board shall contribute in the future shall be determined through collective negotiations.

Moneys paid into the Insurance Fund shall first be used to offset the cost of individual coverage for plan participants. Any surplus contribution the Board makes shall be added to the Insurance Fund reserve. In no event shall the Board's contribution relieve bargaining unit members of responsibility for dependent coverage.

An Insurance Committee will be formed and will be co-chaired by the UFEA President and a central office Administrator. The Committee will consist of the two co-chairs and:

- (7) UFEA bargaining unit members appointed by the Association
- (2) UFSPA bargaining unit members appointed by UFSPA
- (2) Administrators
- additional employee representing transportation employees & other employee groups
- retiree; the retiree shall be chosen by the retirees participating in the plan, pursuant to an election administered by the Administration

All committee members shall be currently enrolled in the Unit 5 health insurance plan. The co-chairs of the committee will be responsible for scheduling meetings and preparing written information for the meetings.

The committee will meet as necessary, but at least quarterly. The committee will:

- Provide regular and timely communication with participants
- Monitor the Insurance Fund and the reserve balance so as to maintain a healthy fund balance of between 3 and 6 months of claims costs

- Recommend changes (reduction or enhancements) to the benefit structure based on industry standards, actuarial data, plan performance, claims history, the status of the Insurance Fund balance and other applicable data
- Consult with experts as needed and periodically participate with the District in rebidding of the Insurance plan
- Have access to all information and data needed to carry out their responsibilities, including master policies, benefit documents, claim procedures and experience, etc.
- Consider all options which are in the best interests of the plan, taking into account, without limitation, benefit designs and options, cost savings, cost containment options, managed care, preventative and wellness programs and the like
- Consider modifications of the benefits currently in effect, selection of insurance and stop-loss reinsurance carriers, selection of third party administrators, selection of managed care networks and brokers, management of accumulated reserves, selection of the funding mechanism for coverage (i.e. fully funded conventional, self-funded, etc.), establishment of premium levels for single and dependent coverage
- Educate plan participants concerning the Insurance Plan and the options and alternatives available to each participant
- The Insurance Committee shall have authority to establish the benefit level, within the parameters set forth above.

The Board and UFSPA agree that any other change recommended by the Insurance Committee is subject to approval by the Board and UFSPA.

11.3 Life Insurance

For each bargaining unit member who enters at least the second year of employment with the District, the Board shall provide individual premium cost per month per bargaining unit member to cover the cost of a term life insurance policy that is equal to the bargaining unit member's annual base salary, rounded up to the nearest \$1,000, but no less than \$20,000.

11.4 Prior Experience

Outside paraprofessional credit shall be recognized for step placement beyond the entry level by granting full credit for each full year of outside paraprofessional experience up to a maximum of five (5) years.

Outside work experience for educational office personnel shall be recognized for step placement beyond the entry level up to a maximum of five (5) years. Year for year credit shall be granted for prior office work experience in any fully accredited public or private school system. Half year credit shall be granted for prior office work experience in university or non-educational setting. However, at no time should a newly hired employee be placed above a current bargaining unit member with an equivalent amount of experience in the District.

11.5 Regular Overtime

In the event that a bargaining unit member is requested by the primary administrative supervisor to work beyond the regular work day and/or work week, such work shall be compensated at the bargaining unit member's regular hourly rate for all additional hours up to forty (40) hours. Any paraprofessional who is required to participate in due process activities held during the summer months shall be compensated at the rate of one and one-half (1-1/2) times the bargaining unit member's regular hourly rate.

Bargaining unit members may choose to be compensated for overtime hours worked either in payment or in compensatory time as defined in the Fair Labor Standards Act. Compensatory time may be accumulated

at the rate of one and one-half ($1\frac{1}{2}$) times up to a maximum of twenty-four (24) hours and may be used at any time, including in combination with one week of vacation for 12-month employees, with the approval of the administrative supervisor. For example, 16 hours of accumulated time, at the rate of one and one-half equals the 24 hour maximum ($16 \text{ hours} \times 1.5 = 24$). Each person is responsible for keeping an accurate record of compensatory time earned and used and for accurately reporting the time as it is earned and used on proper District payroll forms. Compensatory time may not be carried over from one fiscal year to the next and must be either used or turned in for payment prior to the June 1 payroll report to allow for payment in the year in which the time was accumulated.

11.6 Personal Property

In the event a bargaining unit member has had loss or damage to personal property that has been reported on a Unit 5 vandalism report and is the direct result of student reaction to the bargaining unit member, the administration will make every reasonable effort to recover the cost of replacement or repayment from the parents of the student involved.

11.7 Substitute Work

A bargaining unit member who is appropriately certified may internally substitute for a certified employee and receive the substitute teacher rate of pay or the bargaining unit member's regular rate of pay, whichever is higher. For purposes of this section, the teacher's substitute rate of pay will include a daily rate of \$20.00 over the established substitute rate. No bargaining unit member shall be required to work as a substitute teacher; however, such bargaining unit member may be requested to substitute for a teacher in his/her building in an emergency situation or when other substitutes are unattainable.

11.8 Payroll Installments

Each bargaining unit member shall be paid by direct deposit on the basis of 12 month equal payments.

11.8.1 Direct Deposit

Each bargaining unit member shall be paid by direct deposit.

11.8.2 Paydays

Paydays will be on the fifteenth (15th) and the thirtieth (30th) of the month. In the event a payday falls on a non-business day, bargaining unit members shall be paid on the preceding business day.

11.8.3 Final Year of Employment

For IMRF purposes, any bargaining unit member who has notified the district of their intent to retire will have their checks converted to a length of contract pay for their final year of employment.

11.8.4 Special Payroll and Check Statements

All special payroll will be included on the regular 30th of the month payment, and clearly indicated and itemized on the statement rather than paid by special payroll check. Additional information, including sick leave and medical leave, is available via Employee Access. Hourly rates are listed on the attached salary schedule.

11.9 Retirement Incentive

The following retirement program shall be available to eligible bargaining unit members:

1. A bargaining unit member will be eligible for this program if he/she is 55 years of age, has 20 years of service credit in the District, and is eligible to retire under the provisions of the Illinois Municipal Retirement Fund.
2. To be eligible for participation, the employee must apply at least six (6) months prior to retirement.
3. A one-time total bonus of \$500 will be paid (*in four equal installments of \$125*) over the last four (4) months of employment.
4. The employee may revoke his/her election to retire in the case of death or total disability of the spouse, or for a major life change as deemed appropriate by the Board. An employee who revokes his/her election to retire must repay to the Board all monies paid as an incentive.
5. A retiring person who is at least 55 years of age and who has at least *five (5)* years of service in Unit 5 may elect to remain covered under the Unit 5 health insurance program at the amount presently offered to current bargaining members. The retiree is responsible for payment of the premium. The premium is payable in quarterly installments no later than the tenth day (10th) of (January, April, July, October) to the District Office.

11.10 Longevity

Each bargaining unit member is entitled to a longevity increment beginning with the tenth year of service in Unit 5 as follows:

\$300 per year beginning the tenth year of service
\$600 per year beginning the fifteenth year of service
\$800 per year beginning the twentieth year of service

The longevity increment shall be paid in two equal installments, one on or before the last paycheck prior to winter break and one on or before the last paycheck of the fiscal year, and will continue each year the individual continues to be employed by Unit 5. The longevity amount shall be prorated for an employee who leaves mid-year.

11.11 Holidays

Each educational office personnel is paid for the following holidays provided such days fall during the employee's contract period and the employee is at work at the time:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	TBD
Casimir Pulaski Day	First Monday in March
Board Holiday (Good Friday)	Friday Before Easter
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving Day	Fourth Friday in November
Christmas	December 25

If the Board waives a current holiday, the holiday will remain a paid floating holiday for all educational office employees.

In the event a holiday (except Christmas and New Year's Day) falls on a weekend, less than 12-month employees will receive no change in days paid and they will receive a floating student non-attendance day off. Twelve-month employees will be paid a minimum of 250 days per year; however, they will not receive a floating student non-attendance day off. The one exception would be that when July 4 falls on a Saturday, Friday shall be a holiday and when it falls on a Sunday, Monday shall be a holiday. In the event a holiday falls during an authorized school break (i.e. Winter Break or Spring Break) employees will receive no change in days paid or additional floating holidays.

If an authorized holiday falls during an educational office personnel's vacation, one additional day of vacation will be allowed.

11.12 Vacation

Only full-time, twelve-month educational office employees will have a vacation with pay. It shall be granted as follows:

After One (1) Full Year of Employment	One Week of Vacation
After Two (2) Full Years of Employment	Two Weeks of Vacation
After Eight (8) Full Years of Employment	Three Weeks of Vacation

Start Between July 1 and December 31

- Effective the following July 1, employee is eligible for one week of vacation that must be used by the second August 1.
- Employee can count this year toward two years for two weeks and eight years for three weeks vacation.

Start Between January 1 and June 30

- Effective July 1, employee gets one-half day of vacation for every 25 days paid through July 1. Vacation must be used by the second August 1.
- Employee cannot count this year toward two years for two weeks and eight years for three weeks vacation.

Requests to use vacation as it is accrued shall be approved in advance by the administrative supervisor. Vacation time cannot be accumulated. The employee and the administrative supervisor must work together to ensure that vacation time is taken at a mutually agreeable time.

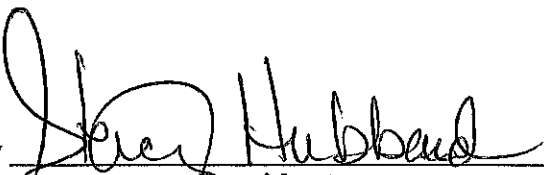
A person who has been employed in a Unit 5 administrative assistant position of less than 12 months and who accepts a 12-month assignment will gain credit toward years of vacation. Years of service for vacation eligibility will be determined by dividing total months worked in a non 12-month position by 12 to determine the number of years that can be applied for vacation allotment as described above.

ACCEPTANCE OF AGREEMENT

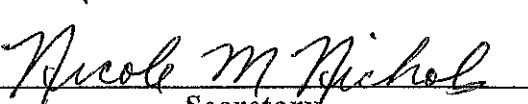
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives on this 28th day of October, 2015.

**UNIT FIVE SUPPORT PROFESSIONALS
ASSOCIATION-IEA/NEA**

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

By 
President

By 
President

By 
Secretary

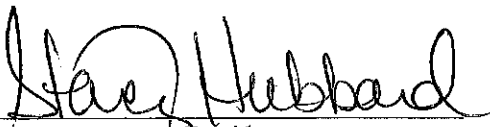
By 
Secretary

LETTER OF UNDERSTANDING
Safe Work Environment
(Section 5.6)

Under the collective bargaining agreement, the Board commits to complying with all local, state and federal laws and regulations pertaining to a safe and healthy working environment. Both the Board and the Association desire that any unsafe or hazardous condition be remedied in a reasonable manner and in a timely fashion. In the event that a condition which the Association concludes is unsafe or hazardous is not timely remedied at the building level, the Association shall bring the matter to the superintendent. The Association's suggested response to possible unsafe or hazardous conditions shall be welcomed at all levels. Responses to possible unsafe or hazardous conditions may initially involve testing and analysis by engineers and other appropriate professionals. The administration shall work to maintain the adequacy of air exchange within buildings.

This Letter of Understanding shall not be subject to the grievance/arbitration provision of the collective bargaining agreement.

**UNIT FIVE SUPPORT PROFESSIONALS
ASSOCIATION, IEA/NEA**

By 
President

Date 10/28/2015

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

By 
President

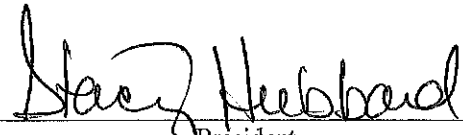
Date 10/28/2015

LETTER OF UNDERSTANDING
Providing Necessary Technology

The parties mutually recognize technology continues to play a more significant role in the education of students within the District and as a tool for the professionals working with students. Paraprofessionals are expected to read and respond to email from their colleagues and administrators and are often expected to use technology in their support of students.

The District agrees to provide paraprofessionals with access to technology resources, including hardware, software and training, needed to perform the functions of their job. Those functions may include communication with colleagues, data entry and reporting, and supporting students with curriculum as well as with learning and behavior goals.

**UNIT FIVE SUPPORT PROFESSIONALS
ASSOCIATION, IEA/NEA**

By 
President

Date 10/28/2015

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

By 
President

Date 10/28/2015

LETTER OF UNDERSTANDING

Evaluation

The parties mutually agree that the purpose of evaluation is to improve performance. Further, it is the intent of both parties that a new evaluation process will be implemented beginning with the 2016-17 year. In order to have a process in place, the parties agree to the following:

1. The current evaluation process as outlined in the Agreement will continue to be used during the 2015-16 year.
2. A joint Evaluation Committee will be formed, with equal representation from the Association and the District, to create a new evaluation process. The Committee will meet as needed, but at least quarterly, during the 2015-16 school year.
3. The committee will consider the "draft" included below and will make recommendations for the evaluation process, as well as related professional development, implementation timelines and the instrument and forms to be used.
4. The Committee's recommendations will be provided to the Association and the Board for consideration and inclusion in the successor Agreement.

The Committee will not be bound by the items included in the draft below, but it is intended to serve as a template and starting point for their discussions.

Draft of Possible New Evaluation Language

5.7 Employee Evaluation

5.7.1 Evaluation Criteria

The evaluation of paraprofessionals shall be based primarily on overall work performance considering job skills and knowledge, attitude, communication skills, adaptability, dependability, and attendance.

The evaluation of educational office personnel shall be based primarily on overall work performance considering job skills and knowledge, work productivity, quality of work, attitude, communication skills, initiative, adaptability, dependability, work habits, and attendance.

5.7.2 Probationary Period

The probationary period for any new employee shall be 90 working days, during which a bargaining unit member may be dismissed at any time at the discretion of the Board. During the first 45 days of the probationary period, the evaluator shall conference with each bargaining unit member about his/her job performance. Once a bargaining unit member has successfully completed his/her probationary period, the bargaining unit member shall be evaluated according to the schedule set forth in Section 5.7.4.

5.7.3 Orientation

By October 1st of each school year, an evaluation orientation shall be conducted with all bargaining unit members being evaluated that year. Such orientation shall include the evaluation procedures and instrument to be used. At the time of the orientation, each

bargaining unit member shall be advised of the designated administrator who shall evaluate the bargaining unit member's performance for that school year.

5.7.4 Frequency of Evaluation

The evaluation of bargaining unit members shall be conducted using the instrument mutually agreed to by the Association and the Board. All bargaining unit members shall be rated as "excellent", "proficient", "needs improvement" or "unsatisfactory". Following the probationary period, a minimum of one (1) evaluation shall be conducted every two (2) years thereafter.

5.7.5 Formal Observations

Paraprofessionals

At least one formal observation shall be held of each paraprofessional. A pre-conference will be held prior to each formal observation at which the evaluator and paraprofessional will discuss the job duties, responsibilities, and other expectations of the paraprofessional. The evaluator will establish the specific day(s) and time(s) for the observation(s). A post-conference shall be held within five (5) school days after each formal observation at which the evaluator and paraprofessional will discuss the paraprofessional's strengths, weaknesses, and suggestions for improvement and the reasons for identifying the areas as such.

Educational Office Personnel

Educational office personnel may request a formal observation. A pre-conference will be held prior to each formal observation at which the evaluator and educational officer personnel employee will discuss the job duties, responsibilities, and other expectations of the employee. In any event, the evaluator shall be familiar with the duties and responsibilities of the position. A post-conference shall be held within five (5) school days after each formal observation at which the evaluator and educational office personnel employee will discuss the employee's strengths, weaknesses, and suggestions for improvement and the reasons for identifying the areas as such.

5.7.6 Informal Observations

Unscheduled informal observations of paraprofessionals and educational office personnel may be conducted at any time.

5.7.7 Summative Conference

Evaluations will be completed by April 15th of each year. The evaluator and the bargaining unit member shall have a summative conference within five (5) school days after an evaluation is completed to discuss the written evaluation.

5.7.8 Professional Development Plan

Within 30 school days after the completion of an evaluation rating a bargaining unit member as "needs improvement", the evaluator, in consultation with the bargaining unit member, shall develop a professional development plan directed to the areas that need

improvement and any supports that the District will provide to address the areas identified as needing improvement.

A bargaining unit member who fails to complete any applicable professional development plan with at least a "proficient" rating shall be deemed "unsatisfactory".

A bargaining unit member who receives at least a "proficient" rating at the end of the professional development plan shall be reinstated to the evaluation schedule set forth in Section 5.7.4.

5.7.9 Remediation Plan

Within 30 school days after completion of an evaluation rating a bargaining unit member as "unsatisfactory", development and commencement by the District of a remediation plan designed to correct deficiencies cited, provided the deficiencies are deemed remediable. The remediation plan shall provide for 90 school days of remediation.

A bargaining unit member who fails to complete any applicable remediation plan with at least a "proficient" rating shall be dismissed.

A bargaining unit member who receives at least a "proficient" rating at the end of the remediation plan shall be reinstated to the evaluation schedule set forth in Section 5.7.4. If the bargaining unit member receives an evaluation rating of "unsatisfactory" on the bargaining unit member's next evaluation following completion of the remediation plan, the District may forego a subsequent remediation and dismiss the bargaining unit member.

5.7.10 Response

Within twenty (20) working days of the summative conference, a bargaining unit member shall have the right to attach comments to the evaluation placed in his/her personnel file.

5.7.11 Irremediable Actions

Nothing in this Section 5.7 shall be construed as preventing immediate dismissal of a bargaining unit member for actions or deficiencies which are deemed irremediable.

**UNIT FIVE SUPPORT PROFESSIONALS
ASSOCIATION, IEA/NEA**

By Steve Hubbard
President

Date 10/28/2015

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

By Meta J. Muckers-Baker
President

Date 10/28/2015

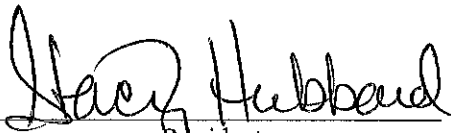
LETTER OF UNDERSTANDING
Insurance Contributions for 2015-2016

For the duration of this Collective Bargaining Agreement, the Board of Education (the "Board") of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the "District") and the Unit Five Support Professionals Association-IEA/NEA ("UFSPA") agree to modify the contribution amount provided for in Section 11.2 of this Agreement.

For the one year of this Agreement, the Board shall pay \$470 toward individual premium cost per month for each bargaining unit member.

It continues to be the intent of the Board and UFSPA that the full monthly individual premium cost during the term of this Agreement will be covered by Board contributions, utilizing the contributions outlined above and a small portion of previous Board contributions currently in the fund reserves. The amount the Board shall contribute in the future shall continue to be determined through collective negotiations.

**UNIT FIVE SUPPORT PROFESSIONALS
ASSOCIATION, IEA/NEA**

By 
President

Date 10/28/2015

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

By 
President

Date 10/28/2015

LETTER OF UNDERSTANDING
Hiatus at Expiration of the 2015-2016 Agreement

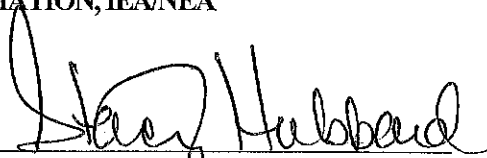
The Board of Education (the "Board") of Community Unit School District No. 5, McLean and Woodford Counties, Illinois (the "District") and the Unit Five Support Professionals Association-IEA/NEA ("UFSPA") will begin negotiations for a successor agreement no later than April 1, 2016. Should the parties not have a ratified successor agreement in place when this Agreement expires June 30, 2016:

- Bargaining unit members will continue to be paid per the 2015-2016 Agreement until a successor agreement is ratified.
- Bargaining unit members will not move steps on the schedule during the hiatus period (when the current agreement has expired and a new agreement has not yet been ratified), pending ratification of a successor agreement.

The parties mutually recognize that, historically, bargaining unit members have received step increases during hiatus periods. Further, the parties mutually recognize the agreement to not have members experience step movement during a hiatus period is only intended to be effective at the expiration of the 2015-2016 Agreement and is not intended to set a new precedent. Moving forward, unless a different agreement is reached through bargaining, members would continue to receive step increases during hiatus periods.

**UNIT FIVE SUPPORT PROFESSIONALS
ASSOCIATION, IEA/NEA**

By

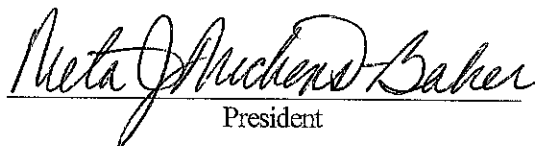

President

Date

10/28/2015

**BOARD OF EDUCATION
COMMUNITY UNIT SCHOOL DISTRICT NO. 5**

By


President

Date

10/28/2015

Appendix A

Paraprofessional Salary Schedule 2015-2016

STEP	INDEX	PAY*	HOURLY RATE
1	1.00	\$14,868	\$11.80
2	1.04	\$15,460	\$12.27
3	1.08	\$16,065	\$12.75
4	1.11	\$16,508	\$13.10
5	1.15	\$17,098	\$13.57
6	1.19	\$17,690	\$14.04
7	1.23	\$18,295	\$14.52
8	1.27	\$18,887	\$14.99
9	1.30	\$19,328	\$15.34
10	1.34	\$19,921	\$15.81
11	1.38	\$20,525	\$16.29
12	1.42	\$21,118	\$16.76
13	1.46	\$21,710	\$17.23
14	1.49	\$22,151	\$17.58
15	1.53	\$22,756	\$18.06
16	1.57	\$23,348	\$18.53
17	1.61	\$23,940	\$19.00
18	1.64	\$24,381	\$19.35
19	1.68	\$24,986	\$19.83
20	1.72	\$25,578	\$20.30
21	1.76	\$26,170	\$20.77
22	1.80	\$26,762	\$21.24
23	1.83	\$27,216	\$21.60
24	1.87	\$27,808	\$22.07
25	1.91	\$28,400	\$22.54
26	1.95	\$28,993	\$23.01
27	1.99	\$29,585	\$23.48
28	2.02	\$30,038	\$23.84
29	2.06	\$30,631	\$24.31
30	2.10	\$31,223	\$24.78

** Pay is based on a full-time Paraprofessional position, equal to 1260 hours per year*

Appendix B

Educational Office Personnel Salary Schedule 2015-2016

Lane A: 2015-2016

STEP	INDEX	HOURLY
1	1.00	\$12.19
2	1.04	\$12.68
3	1.08	\$13.16
4	1.11	\$13.53
5	1.15	\$14.02
6	1.19	\$14.50
7	1.23	\$14.99
8	1.27	\$15.48
9	1.30	\$15.85
10	1.34	\$16.33
11	1.38	\$16.82
12	1.42	\$17.31
13	1.46	\$17.80
14	1.49	\$18.16
15	1.53	\$18.65
16	1.57	\$19.14
17	1.61	\$19.62
18	1.64	\$19.99
19	1.68	\$20.48
20	1.72	\$20.97
21	1.76	\$21.45
22	1.80	\$21.94
23	1.83	\$22.31
24	1.87	\$22.79
25	1.91	\$23.28
26	1.95	\$23.77
27	1.99	\$24.26
28	2.02	\$24.62
29	2.06	\$25.11
30	2.10	\$25.60

Lane B: 2015-2016

STEP	INDEX	HOURLY
1	1.00	\$13.06
2	1.04	\$13.58
3	1.08	\$14.10
4	1.11	\$14.49
5	1.15	\$15.01
6	1.19	\$15.54
7	1.23	\$16.06
8	1.27	\$16.58
9	1.30	\$16.97
10	1.34	\$17.50
11	1.38	\$18.02
12	1.42	\$18.54
13	1.46	\$19.06
14	1.49	\$19.45
15	1.53	\$19.98
16	1.57	\$20.50
17	1.61	\$21.02
18	1.64	\$21.41
19	1.68	\$21.93
20	1.72	\$22.46
21	1.76	\$22.98
22	1.80	\$23.50
23	1.83	\$23.89
24	1.87	\$24.41
25	1.91	\$24.94
26	1.95	\$25.46
27	1.99	\$25.98
28	2.02	\$26.37
29	2.06	\$26.90
30	2.10	\$27.42

Appendix C

EDUCATIONAL OFFICE PERSONNEL LANE PLACEMENT 2015-2016

Any new positions created by the Board shall be considered by the Board and Unit Five Support Professionals Association. Final placement in a lane shall be made by mutual agreement between both parties.

Lane A

Positions in this lane may have any of the following criteria:

Part-time to full-time in nature, low to moderate level of confidentiality and reports to a mid-level supervisor.

Positions in this lane include:

- Elementary School Administrative Assistant
- Junior High Receptionist
- Juvenile Detention Center
- Media Services
- Part-Time Positions
- Special Education (9 – 10 months)
- Associate Principal Administrative Assistant
- Attendance Administrative Assistant
- Elementary Principal Administrative Assistant
- Guidance Administrative Assistant
- Payroll Assistant
- Production
- Receptionist – Senior High School
- Special Education (12 months)
- Special Position in Media Services

Lane B

Positions in this lane should have any of the following criteria:

Full-time in nature, high level of confidentiality, job responsibilities have a high degree of impact that affects staff, parents, students or outside vendors and reports to a high level supervisor.

Positions in this lane include:

- Accounts Payable
- Assistant Superintendent
- Bookkeeper
- Director Administrative Assistant
- High School Registrar
- Human Resources Project Specialist
- Junior/Senior High School Principal Administrative Assistant
- Payroll
- Receptionist – Unit office

Appendix D

Concern Resolution Form

To be submitted to the building administrator or area supervisor

Your Name: _____ Date: _____

Address: _____
Street City Zip Code

Phones (s): Home _____ Work _____ Cell _____

Parties Involved: _____

Concern Involves (please explain/use the back side if additional space is needed):

Facilities (Building, Playground, Parking Area, etc.): _____

Transportation: _____

Other: _____

What will define success in resolving this concern for you? Please prioritize the outcomes you want.

Your Signature: _____

Appendix E

Travel Time and Mileage

Time Chart

[illegible]

This is the travel chart and travel report form that you will use to document your mileage for reimbursement. Listed are guidelines to use as you complete your mileage report:

- Complete information at the top of the chart (shaded areas).
- Building administrator must sign completed form.
- Must be copied on pink paper before submitted to Unit Office.
- Complete full month (no partial month payment).
- Approved travel sheets are processed the first week of each month.
- Staff members will be compensated for miles actually traveled between buildings.
- Use record the miles that you actually travel between buildings, not round trip.
- Use the chart to document to figure your mileage. This chart is available to use **year** **imagine** **your** **miles**.

The travel time chart was developed in collaborative effort with the district and the association. We recognize there may be some discrepancies within the data on the chart. If you find the chart does not accurately reflect the distance or time you travel, please notify Nate Cunningham.

As of 10/28/2015

Mileage Chart

BUILDING	ADMIN		NCHS		NCWHS		CHS		EVANS		KJHS		PJHS		BENJAMIN		BRIGHAM		CARLOCK		CEDAR RIDGE		FAIRVIEW		FIELD		FOX CREEK		GLENN		GROVE		HOOSE		HUDSON		NORTHPOINT		OAKDALE		PAKSIDE ELEM		PEPPER RIDGE		PRAIRIELAND		SUGAR CREEK		TOWANDA		EERC		WAREHOUSE/TRANS
	ADMIN	7.4	NCHS	7.2	4.9	3.1	6.8	7.4	9.1	1.8	8.3	9.8	6.1	16.1	5.1	17	6	15	9.2	1.6	7.7	5.5	1.3	4.2	11	7.9	2.5	11.8	8.2	3.8	4.8	1.6	6.1	4.9	9.8	8.2	1.6	9.8	8.2	3.6	10.2	16.3	8.6	6.4	4.3	8	8.5						
5	7.5	3.5	3.8	10.2	3.9	4.7	12.7	8.1	11.9	8.2	2.4	3.8	11.1	4.3	6.9	4.7	5.9	6.3	3.9	4.9	11.4	3.3	4.9	8.5																													

This is the travel chart that you will use to document your mileage for reimbursement. Listed are guidelines to use as you complete your mileage report.

- 7. ☐ Complete information at the top of the chart (shaded areas).
- 8. ☐ Building administrator must sign completed form.
- 9. ☐ Must be copied on pink paper before submitted to UNL Office.
- 10. ☐ Complete last month (no partial month) payment.
- 11. ☐ Approved travel sheets are processed the first week of each month.
- 12. ☐ Staff members will be compensated for miles actually traveled between district buildings.
- 13. ☐ Only record the miles that you actually travel between buildings, not round trip.
- 14. ☐ Use the mileage chart tab on the document to figure your mileage. The chart is available on the travel report to record your miles.
- 15. ☐ Use travel report to tab on the miles.

The travel time chart was developed in collaborative effort with the district and the association. We recognize there may be some discrepancies within the data on the chart. If you find the chart does not accurately reflect the distance or time you travel, please notify Nate Cunningham.

Appendix F

LEAVE SUMMARY

THE FOLLOWING LEAVE SUMMARIES ARE NOT INTENDED TO REPLACE CONTRACT LANGUAGE. SEE GROUP-SPECIFIC CONTRACT, AGREED-UPON LANGUAGE, OR BOARD POLICY FOR SPECIFIC LEAVE INFORMATION.

Sick Leave – A paid leave that can be used by an employee for personal illness or for serious illness or death for members of the immediate family as defined by the contract. Sick leave may also be used during the adoption of a child. All benefits remain intact when an employee is utilizing sick leave.

Bereavement Leave – A paid leave that can be used by an employee for up to three days to deal with funeral matters of the immediate family. If the request is for a family member who doesn't qualify under the terms of the contract, the request may be considered under the terms of Emergency Leave.

Personal Leave – A paid leave for personal business that may not be taken during the first five or last five days of the student attendance year without permission of the Assistant Superintendent of Human Resources. Must be requested 48 hours in advance and the Administration may deny the leave if approval would adversely impact operations or the provision of services. Unused personal leave may accumulate to a maximum of 4 days and all unused personal leave days eventually convert to sick leave.

Jury Duty Leave – A paid leave for time served on a jury.

Emergency Leave – A paid leave to accommodate extreme situations when other leaves do not apply. A member must give a reason for the request, and such leave will be approved or denied by a committee consisting of the Superintendent or designee, principal of the building from which the request was made, and the president of the Association or designee.

Professional Leave – A paid leave that may be allowed by the Superintendent or designee for the enhancement of a bargaining unit member's professional capacity. A member must request professional leave in writing at least one (1) week prior to the day of the requested absence.

Medical Leave – An unpaid leave that can be used by an employee for personal illness only. Medical leave is only available after sick leave has been exhausted. All benefits, except pay, remain intact when an employee is utilizing medical leave. FMLA is run concurrently when applicable.

Personal Illness Leave – An unpaid leave that can be used for an employee's personal illness. The leave requires Board approval prior to use, and is available only after sick leave and medical leave have been exhausted. An employee can request personal illness leave for the remainder of the current contract year only. Employee health insurance will be maintained through the month following the beginning of the leave or longer if required under the Family and Medical Leave Act. An employee can continue health insurance following said time period at his or her personal cost during the leave. All other benefits will be suspended during the leave.

Family Hardship Leave – An unpaid leave that can be used by an employee for family care. The leave requires Board approval prior to use, and CANNOT be used for the same reason given for the use sick leave, medical leave, and/or personal leave. All benefits will be suspended during the leave unless otherwise required to be maintained under the Family and Medical Leave Act. An employee can continue health insurance at his or her personal cost during the leave. **Total leave allowance is two years.**

Parental Leave – An unpaid leave that can be used by an employee for parental reasons. The leave requires Board approval prior to use. All benefits are suspended during parental leave unless otherwise required to be maintained under the Family and Medical Leave Act. An employee can continue health insurance at his or her personal cost during the leave. **Total leave allowance is two years.**

Planned Extended Leave – An unpaid leave that can be used with no specific reason given by the employee provided a suitable replacement can be employed. Seniority is not impacted by taking such leave; however experience credit is not accrued while on leave. All benefits are suspended during a planned extended leave. An employee can continue health insurance at his or her personal cost. When returning from leave, the employee will be placed in an available position for which they are qualified, unless impacted by a Reduction in Force. **Total leave is two years.**

Leave Without Pay – Requests for absences from work that do not fall under any other leave policy may be granted by a supervising administrator. Unless circumstances warrant, leave without pay shall not be granted immediately prior to or immediately following holidays or vacations. The pay for a bargaining unit member who is granted a leave without pay shall be reduced as per the salary contract.

Family Medical Leave Act (FMLA) – An unpaid leave for up to 12 or 26 weeks in a fixed year that can be used by eligible employees for a serious health condition of the employee or the employee's spouse, child, or parent, birth or adoption, qualifying exigencies, and for care of a certain covered servicemembers with serious injuries or illnesses. All benefits, except pay, remain intact when utilizing FMLA, provided the employee continues to pay any proportionate cost of said benefits. (Accrued compensatory time-off and other paid or unpaid leaves will run concurrently with FMLA- leave where applicable.) **Completion of other forms may be required.**