

**Kankakee School District 111**

**Paraprofessional Contract**

**Local #604**

**IFT, AFT, AFL-CIO**

**and**

**Kankakee School District #111**

**2018-2021 Contract**

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**Article 1**  
**Recognition**

**1.1 Recognition**

- A. The Board of Education, Kankakee School District No. 111 (the "Board" or the "District") recognizes the Kankakee Paraprofessional Council, American Federation of Teachers, Local #604, IFT-AFT, AFL-CIO (the "Union") as the sole and exclusive bargaining agent for all regular full-time and regular part-time Teacher Paraprofessionals, Library Paraprofessionals, Special Ed-BD Paraprofessionals, Clerical Paraprofessionals, Vision and Hearing Paraprofessionals, ECE Paraprofessionals, Title I Kindergarten Paraprofessionals, and Kindergarten Monitors ("Employees").
- B. The Board and the Union agree to negotiate in good faith with respect to wages, hours and other terms and conditions of employment required by law.
- C. Neither the Board nor the Union shall take any action in violation of, or inconsistent with, any provision of the Agreement.

**Article 2**  
**Union-Board Relations**

**2.1 Non-Discrimination**

Neither the Board nor the Union shall interfere with the right of Employees covered in this Agreement to become or not become members of the Union, and no Employee shall be discriminated against due to his/her lawful right to join or not to join the Union.

**2.2 Implementation of Agreement**

The Assistant Superintendent for Human Resources and one other Administrator and Union representatives shall meet at the request of either party, at reasonable times, to discuss matters relating to the implementation of this Agreement.

**2.3 Release Time – Council Officials**

The President, Vice-President, and/or the Secretary-Treasurer, may collectively be allowed release time of not more than five (5) days or thirty-five (35) hours for the investigation of grievances or other appropriate activities relating to school or Paraprofessional welfare. Thereafter, not more than five (5) days or thirty-five (35) hours may collectively be permitted, but at the Union's expense. All requests for release time must have the approval of the Assistant Superintendent for Human Resources.

## **2.4 Use of Equipment and Facilities**

- A. Union officers may use the faculty bulletin boards for posting of notices, bulletins, and other information. Use of the bulletin boards shall be coordinated with the Administration.
- B. The Union may use, without special approval, the school mail system to facilitate the dissemination of officially identified Union material. The Union agrees, however, not to knowingly use the mailboxes for any purpose which has an adverse affect on the District.
- C. Union officers may use the communications facilities of the school district for conducting regular Union business. This includes toll free telephone, duplication equipment, and regular courier service and email, but not long-distance telephone calls or the office intercom unit. Any consumable supplies shall be furnished or paid for by the Union.
- D. Union officers may schedule regular and special meetings before and after school in the school buildings at such times as mutually agreed upon by the officers and the Administration.

## **2.5 Printing of Agreement**

An adequate supply of the Agreement will be kept in the Human Resources office after each Employee is given a copy. Additional copies will be provided by the Union.

## **2.6 Union Right to Information**

- A. The Union shall have access to Board packets, Board meeting agendas and minutes, the annual budget and audit on the district website.
- B. By October 1<sup>st</sup> and March 1<sup>st</sup> of each school year, the Union shall be supplied by the Administration with a list of Employees and their assignments, phone numbers and addresses.

## **2.7 Communications**

- A. The Board and the Union recognize that it is desirable to maintain communication and understanding between them.
- B. The Board shall make available upon request to the Union any non-confidential information, statistics, and records which are relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement.

## **2.8 Management Rights**

The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, right, authority, duties, and responsibilities conferred upon and vested in it by the laws and Constitution of the State of Illinois, and of the United States, including but without limiting the generality of the foregoing right:

- A. To hire all Employees and determine their qualifications, to assign, schedule, promote, demote, transfer, lay off, discipline, and discharge Employees;
- B. To relieve Employees from duty because of lack of work, lack of funds, or other legitimate reasons;
- C. To manage the District and direct the work of the Employees in the manner it determines to be in the best interests of the District;
- D. To determine the work to be performed by the Employees, the size of the work force, and the manner in which the work is to be performed;
- E. To establish and enforce reasonable rules, policies and practices applicable to Employees, and to determine the penalty for violation thereof;
- F. To choose, control, and direct supervision.

## **Article 3**

### **Employee Rights**

#### **3.1 Personnel File**

- A. Only one (1) official permanent file shall be kept for each Employee in the District. Such file shall be in the Human Resources Department, and except for confidential communications, shall be available to the Employee.
- B. Each Employee shall have reasonable access to his/her file and shall have the right to insert materials relevant to his/her service in the District or his/her qualifications in general.
- C. No derogatory material shall be added to an Employee's file unless the actual copy to be filed has been signed and dated by the Employee. The signature indicates that the Employee has read the materials; however, it does not imply agreement with its content. Nothing is to be deleted from the Employee's personnel folder. If an Employee refuses



to sign and date the copy, the notation to that effect will be placed in the Employee's file.

D. The Employee shall have the right to attach dissenting material to any non-confidential item in his/her file.

### **3.2 Vacancies**

All known vacancies in established or newly created positions in the bargaining unit shall be shared district-wide via email. Any Employee applying for a position must do so online.

### **3.3 Transfers**

#### **A. Voluntary Transfers**

Employees who desire a transfer for the next school year to a position in a new category or to a different building shall notify the Superintendent or designee, in writing, no later than March 15. If an Employee is transferred after March 15, he/she may submit a request to transfer for the next school year after March 15.

#### **B. Involuntary Transfers**

1. The Superintendent or designee has the right to involuntarily transfer Employees. The Superintendent or designee will consider student needs, Employee ability, skills and performance in making transfer decisions. If those factors are determined by the Superintendent or designee to be equal, then seniority will be considered.
2. Employees who are to be transferred involuntarily to a position in a new category or to a different building shall be notified in writing when the change is made at least five (5) business days prior to the involuntary transfer.
3. In the event of an involuntary transfer, upon the request of the Employee, the Assistant Superintendent for Human Resources and the Employee shall meet to discuss the reasons for such a transfer.
4. Employees who are interested in returning to their prior position after an involuntary transfer must submit a letter of interest to their involved Principals and the Assistant Superintendent for Human Resources. The request must be submitted within ten (10) work days following receipt of a written notice of the involuntary transfer and shall be effective through the end of the subsequent school year. This notification does not entitle the Employee to return to his/her prior position at any time.

### **3.4 Seniority**

Seniority is the continuous full-time length of time of employment effective with the date of hire. There will be a seniority list compiled for each full-time Employee classification showing his/her date of hire and years of service. Another list will be compiled listing each

part-time Employee classification, his/her date of hire and years of service. An updated seniority list will be sent to the Union President no later than February 1<sup>st</sup>.

### **3.5 Reduction In Force**

- A. Should a reduction-in-force become necessary, it will be accomplished by the layoff of Employees in order of seniority and within the following classifications:

Full Time Paraprofessional  
Part Time Paraprofessional  
Full Time Security Officer  
Part Time Security Officer  
Full Time Library Paraprofessional  
Part Time Library Paraprofessional  
Full Time Nurse/Vision/Hearing Paraprofessional  
Part Time Nurse/Vision/Hearing Paraprofessional  
Full Time Bilingual Paraprofessional  
Part Time Bilingual Paraprofessional  
Full Time CIPS Paraprofessional  
Part Time CIPS Paraprofessional

- B. If an Employee is removed or dismissed as a result of a decision of the School Board to decrease the number of Employees employed by the Board or to discontinue some particular type of educational support service, written notice shall be given to the Employee by certified mail, return receipt requested and by personal delivery at least thirty (30) days (prior to the end of the school year) before the Employee is removed or dismissed, together with a statement of honorable dismissal and the reason therefore.

### **3.6 Recall**

Such Employees who are laid off shall be placed on a recall list for the following school term or within one (1) calendar year from the beginning of the following school term or whatever is greater. If a position becomes available and one or more persons are on the appropriate recall list, the Administration shall recall such a person in the inverse order of his/her layoff within the aforementioned classifications or any other classification of position so far as they are qualified to hold such positions.

### **3.7 Discipline and Discharge**

- A. Disciplinary action may be imposed upon an Employee for just cause as deemed appropriate by the Administration. Disciplinary action or measures may include, but not necessarily be limited to or in the order of the following:

- Oral Reprimand
- Acknowledged Alert
- Written Reprimand

- Official Reprimand
- Written remediation plan, with Union input
- Suspension without pay (notice to be given in writing)
- Discharge (notice to be given in writing)

#### B. Pre-Disciplinary Meeting

Prior to disciplinary action being taken against an Employee, the Administration shall meet with the Employee and inform him/her of the reasons for any contemplated disciplinary action. The Administration will provide two days' notice. The Employee shall receive notice of the meeting in writing which shall include the reason for the meeting with follow up to ensure it was received. However, failure to provide written notice two days in advance will not preclude a meeting or nullify potential discipline. At the meeting, the Employee shall be given the opportunity to present the Employee's side of the incident and to rebut any testimony. The Employee may have Union representation or any other representation as provided for in the Weingarten Rights.

### Article 4

#### Grievance Procedure and Arbitration

##### 4.1 Definition

The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, subject to those inclusions appearing in other Articles of this Agreement. The term "Grievant" shall mean an Employee, group of Employees, or the Union.

##### 4.2 Presentation of Grievance

Individual Employees shall have the right to present grievances. If the Grievant so desires, the appropriate Union representative shall be afforded the opportunity to be present and to represent the Grievant at any stage of the grievance procedure. Any settlement reached must not be inconsistent with the provisions of this Agreement.

##### 4.3 General Provisions

- All grievances must be presented promptly and in no event later than twenty (20) working days from the date of the condition or action giving rise to the complaint.
- Only one (1) subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident of violation took place and the specific section or sections of the Agreement involved.

- C. The grievance shall be presented to the Building Principal involved and be signed and dated by the grievance representative.
- D. By agreement of the Grievant and the Administration, the grievance will be filed with the Superintendent or designee instead of with the immediate supervisor in any appropriate case.
- E. An Employee who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation and no reference to grievance shall be placed in the Employee's personnel file.
- F. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time limits allotted had a decision been given. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure shall be accomplished within the time limit specified, time being of the essence, and, in the event other time limits are not observed, the Administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to further appeal of any kind, provided, however, that the said time limits may be extended by mutual agreement.
- G. Proceedings held under this Article will be conducted after school hours at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

#### **4.4 Procedure for Adjustment of Grievances**

##### **A. Informal Conference**

1. A grievance shall first be discussed with the appropriate Administrator with the object of resolving the matter informally.
2. In the event the matter is resolved informally, and the Union representative was not present at the adjustment of the grievance, the Supervisor or Administrator resolving the grievance shall inform the President of the Union, or his/her designee, of the adjustment.

##### **B. Formal Procedure**

1. Principal Level: In the event the grievance is not resolved informally, the principal or his/her designee shall meet and confer with the Grievant and the grievance representative within five (5) days after it is filed with a view to adjusting the grievance. Within three (3) days thereafter, the Principal or his/her designee will furnish his/her decision to the Grievant in writing.
2. Superintendent Level: Within five (5) days after the Principal renders his/her decision, an appeal therefore may be taken by the Grievant to the Superintendent. The Superintendent or his/her designee shall meet and confer with the Grievant within five (5) days with a view to adjusting the grievance, and within three (3) days

thereafter the Superintendent or his/her designee shall render his/her decision to the Grievant in writing.

3. Board Level: Within five (5) days after the Superintendent or his/her designee renders his/her decision, an appeal may be taken by the Grievant or grievance representative from that decision to the Board. Within fifteen (15) days of the appeal to the Board, the Union or a duly designated representative may submit to the Board a written brief, argument, or statement in support of the grievance. No later than twenty (20) days following the appeal, the Board will issue a decision.
4. Arbitration: If the decision at Step 3 is not satisfactory to the Union, there shall be available a fourth and final step of impartial arbitration. The Union must submit in writing, within ten (10) days after receiving the Board's decision in Step 3, a request to enter into such arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two (2) parties within then (10) days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within the above ten (10) day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said arbitration. The decision and/or award of the arbitrator shall be binding upon the parties. In reaching his/her decision, the arbitrator shall have no power to add or subtract from the terms of this Agreement. Expenses for the arbitrator's service and expenses which are common to both parties shall be borne equally by the Board and the Union.

## **Article 5**

### **Working Conditions**

#### **5.1 Work Hours/Days**

Days and Years as mentioned within this Agreement shall refer to work days and the July 1 to June 30 fiscal year, respectively, unless specifically noted otherwise.

- A. Working days shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and those days of holiday observance as herein established according to the school calendar.
- B. A full-time workday shall be seven (7) hours and thirty-five (35) minutes based on a one hundred eighty (180) day contract year or eight (8) hours based on a one hundred ninety (190) day contract year. This includes a thirty (30) minute unpaid, duty-free lunch period. (Employees are paid for seven (7) hours and five (5) minutes).
- C. Part-time shall mean less than seven (7) hours and five (5) minutes.
- D. All overtime assignments must be pre-approved by the Employee's supervisor.

## **5.2 Extra Duty**

Any time worked beyond the work day will be recorded on time sheets or in the time keeping system, and the Employees will be compensated in fifteen (15) minute increments at their hourly rate.

Should an Employee be asked to accompany a student to and from school on the bus, the Administration and Employee will work together to accommodate the student. The Employee will be provided the necessary training for the situation. In some cases, it may be necessary to alter the starting and/or ending time of the day. If during the assignment, the work extends beyond the seven (7) hours and five (5) minutes, the Employee will be compensated in fifteen (15) minute increments at his/her rate per submitted time sheet. The Employee shall be covered under the District's insurance coverage for all activities carried on by the Employee in the performance of his/her duties as set forth in the District's liability insurance plan.

## **5.3 Work Schedules**

- A. Any Employee who works six (6) or more hours per day shall receive a thirty (30) minute duty free unpaid lunch period.
- B. Any part-time Employee who works a minimum of 4.5 hours per day shall receive one (1) fifteen (15) minute paid break per day. Full-time Employees shall receive two (2) ten (10) minute paid break periods per day. The time of break shall be determined by the Employee's immediate supervisor or the Building Principal.
- C. The start time and end time of the Employee will be established by the Superintendent or designee based on the needs of the students and district. These start and end times may be staggered within buildings and/or the District based on the needs of the students. Employees will be given written notification of the start and end time of the upcoming school year days by July 1 of each year. End of the year Employee surveys will include schedule input opportunities. If an Employee's scheduled work times are changed during the school year, the Superintendent or designee will provide a two (2) week notification prior to the schedule change when possible.

## **5.4 Overtime**

Employees who work in excess of their assigned work time shall be paid at their straight time rate based on a one hundred eighty (180) day or one hundred ninety (190) day contract year. Any Employee who works in excess of forty (40) hours within the calendar week will be paid at the overtime rate of one and one-half (1 ½) time his/her Board-approved hourly rate of pay.

## **5.5 Required Conferences**

Whenever an Employee is required by the Board or the Administration to participate during working hours in a conference or a meeting, the Employee shall suffer no loss of pay for such participation.

## **5.6 Employee Absences**

The Employee must enter all absences in both Aesop and Skyward in the required timeframe established by the Building Administrator.

## **5.7 Probationary Period**

There shall be a ninety (90) working day probationary period for all new hires. At any time during the probationary period a newly-hired Employee is subject to discharge. Midway through the probationary period a conference will be held between the evaluator and the employee to discuss strengths and areas which need improvement. Employees who are discharged during their probationary period shall not have access to the grievance procedure in regard to their discharge.

## **5.8 Evaluation**

### **A. Guidelines**

In the event of the adoption of a new or significantly altered instrument regularly employed in the evaluation of Employees, the Union may submit its recommendations to the Administration concerning said alterations before the changes are sent for the Board of Education's approval.

Within a reasonable time after employment or following a significant change in evaluation procedures, Employees shall be notified of such procedure or change therein. No formal evaluation of an Employee shall take place until ten (10) days following such notice.

### **B. Procedure**

An evaluator shall be the Building Principal, a designated member of the administration appointed by the Superintendent, or a Student Support Teacher Leader. Teachers that work directly with the Employee may provide input into the evaluation but will not be the designated evaluator. All Employees will receive written notification of the assigned evaluator within the first forty-five (45) days of the school year. Evaluations will be completed by April 1.

Each formal evaluation shall include a minimum of one observation of the Employee's performance. Such observation shall be of reasonable length. No formal observation shall be conducted without the knowledge of the Employee.

A written evaluation shall be provided to the Employee within ten (10) school days of the formal observation. The evaluator shall hold a conference with the Employee within ten (10) days of the evaluation unless illness prevents such conference. The Employee shall have the opportunity to provide additional data which shall become part of the written evaluation. No evaluation shall be placed in the Employee's personnel file until the evaluator and the Employee have discussed it.

For the first three (3) years of employment in the District, the Administration shall provide each Employee with a written evaluation at least once a year. After three (3)

years of employment in the District, Employees will be evaluated every other year. However, if the Administration sees a need to evaluate an individual more often, it may conduct evaluations more frequently. Such evaluations shall be conducted by the designated evaluator. The purpose of the evaluation shall be to improve the quality of service but may also be considered as a factor in continued employment for any Employee.

### C. Performance Improvement Plan

Once an Employee has been evaluated and the final score is a needs improvement or unsatisfactory, the evaluator will note on the evaluation form that an improvement plan is required. The improvement plan shall:

1. be developed by May 1 with input from the evaluator, Employee and a member of the Union board. If a consensus cannot be reached, the evaluator will have the final say on the activities, dates and expectations for improvement;
2. be implemented for a minimum of thirty (30) calendar days;
3. include the name of the improvement plan evaluator, specific deficiencies (including domain areas), remedial activities, due dates, and specific expectations for improvement;
4. include a peer mentor to provide support to the Employee. The mentor will be chosen based on recommendations from the Union, with the evaluator having the final approval. If the mentor requests release time, it must be pre-approved by the Human Resources Administrator;
5. a midpoint conference will be required between the evaluator and the Employee for progress monitoring. The Employee may request that the mentor attend these meetings. Additional conferences may occur at the request of the employer or Employee.

### 5.9 Job Descriptions

All Employees will be given a copy of their job description upon hire. All job descriptions will be available on the Intranet. Any Employee who is moved to a new assignment will also receive a copy of his/her job description. No Employee may be disciplined in regard to the job description until he/she has received a job description.

The Administration and/or designee will meet with Employees at the beginning of each school year to clarify the job responsibilities. An Employee may request an additional meeting to discuss specific questions about job responsibilities.

The Union and Human Resources Department will meet annually as needed to discuss job descriptions. The Board retains the right to determine the duties of the position after consultation with the Union. Job descriptions will not be subject to the grievance procedure.



#### **5.10 Assaults on or by Employees**

- A. Employees shall report immediately to the Principal and/or designee all cases of assault or battery suffered by them in connection with their employment.
- B. If deemed appropriate by the Administration, the Principal, or his/her designee, shall notify the proper authorities on behalf of the Employee. The Employee will be given an immediate opportunity to notify the proper authorities:
- C. If criminal or civil proceedings are brought against an Employee alleging that he/she committed an assault or battery in connection with his/her employment, such Employee shall have legal assistance as is required by the Illinois School Code.
- D. In any case where the rights of an Employee may be adversely affected by a decision of the Board, the Board shall take every possible precaution to prevent even the appearance of an Employee being asked to resign prior to informing the Employee of his/her right to representation by a member of the Union.
- E. The Board will pay no fees except for attorneys' fees that may be incurred pursuant to Section C.

#### **5.11 Professional Dress**

All Employees shall dress in a manner that does not distract from the educational environment. Employees shall dress in attire that models appropriate dress for a professional setting. Jeans and T-shirts should only be worn on spirit days or if the activity warrants. Flip Flops of the rubber sole design, are not considered professional attire.

#### **5.12 Job Training**

If an Employee's current or new position requires a new skill that the Employee does not possess, the necessary training will be provided within a reasonable amount of time. The Superintendent or designee, in cooperation with the Union President will conduct a "needs assessment" to determine training and professional development needs relating to Employees. This "needs assessment" will occur by the end of the school year annually and will involve, at a minimum, the following activities:

- A. Solicit Employee input as to the training needs;
- B. Ask Employees to share information regarding their training experience;
- C. Examine existing training opportunities and resources, including successful training models implemented in the district.

After examination of the result of the "needs assessment" process, the Superintendent or designee, in consultation with the Union, will develop a training curriculum to be implemented as soon as feasible. This curriculum will include district scheduled training opportunities on in-service days and other dates and times available to the district. If possible, necessary training will be provided at the beginning of each school year.

Employees may request to attend additional training opportunities related to their assigned duties.

Employees may request additional training if they feel they are not adequately trained to fulfill their job responsibilities.

## **Article 6**

### **Leaves**

#### **6.1 Leaves of Absence**

Upon submission of appropriate medical documentation establishing the need for such leave, the Board may grant a medical leave of absence without pay for one year. The Board may require that the leave be taken until the end of a semester or school year. If an Employee is medically unable to return to work after the approved leave of absence, the Employee may request, and the Board may grant, entirely at its discretion, additional leave. The Board may require an Employee to obtain a second or third opinion from the District's physician at the District's expense for an extension to the leave and /or repeat requests. Upon completion of the leave, the Employee shall be assigned to the first vacant position for which he/she qualifies. If the leave request is approved pursuant to the District's FMLA policy, the Employee/District will continue to pay the contractually agreed upon monthly insurance premium. If the leave request is not approved pursuant to the District's FMLA policy or the leave has exhausted the FMLA leave entitlement, the employee will pay 100% of the monthly insurance premium and any associated COBRA fees.

#### **6.2 Personal Leave**

Personal Leave shall be granted to Employees as stated on the Paraprofessional Work Schedule on page 25. All unused personal days will be added to accumulated sick leave.

#### **6.3 Sick Leave**

- A. Twelve (12) days of sick leave will be granted for the first full year of employment for Employees who work four (4) or more hours per day. After the first year, sick leave will be granted at the rate of twelve (12) days per full year of employment for Employees who work four (4) or more hours per day. If any such Employee does not use the full amount of sick leave thus allowed, the unused amount shall accumulate to the maximum allowable by IMRF, plus one additional year (thirteen days) of sick leave.
- B. Sick leave will be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household (immediate family or household means:

father, mother, husband, wife, civil union partner, domestic partner, step parent, child, brother, sister, grandparent, grandchildren, parent-in-law, brother-in-law, sister-in-law and legal guardians.)

- C. For those Employees hired after September 1<sup>st</sup> but before January 1<sup>st</sup>: a pro-rated portion of twelve (12) days will be allowed for the first year; beginning the next school year, twelve (12) days per year.
- D. For those employed after January 1<sup>st</sup>: one (1) day of sick leave for each full month of service prior to the end of the school term, twelve (12) days of sick leave for the first full year of employment, and twelve (12) days each succeeding year.
- E. The Board may request an Employee to present a doctor's certificate as a condition to return to work when the Employee is absent at least three (3) consecutive workdays.
- F. If the Board requires a certificate for less than three (3) days of sick leave, the Board shall pay the expenses incurred by the Employee in obtaining the certificate.
- G. Sick Leave Incentive pay will be awarded on June 30 each year based on the following criteria:
  - have no sick leave absences other than for funerals in the immediate family and no dock days..... \$500
  - have 1 sick day absence other than for funerals in the immediate family and no dock days.... \$400
  - have 2 sick day absences other than for funerals in the immediate family and no dock days.... \$250
  - having 3 sick day absences other than for funerals in the immediate family and no dock days.... \$100

#### **6.4 Jury Duty**

Covered Employees who are required to serve on jury duty during the school year shall receive full salary during the period of such service and shall reimburse the District for all compensation received from the court other than expenses.

#### **6.5 Family and Medical Leave Act**

Eligible Employees will be entitled to FMLA leave pursuant to the District's FMLA policy which can be found on the District website under Board of Education, Board of Education Policy, Section 5 Personnel, 5.185-AP.

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### **Article 7**

#### **Compensation & Benefits**

##### **7.1 Pay Dates**

Employees shall be paid two times per month. Paydays are the fifteenth (15<sup>th</sup>) day of the month and the last day of the month. If the fifteenth (15<sup>th</sup>) or the last day of the month falls

on a weekend or bank holiday, the payday will be on a Friday or the last working day immediately preceding the weekend or bank holiday. Paychecks will be delivered to each school during the school year. Paychecks may be picked up from the district payroll department at designated times.

## **7.2 Union Dues:**

Upon obtaining the written authorization of the individual Union members, the Board shall deduct dues from each paycheck and pay same to the Union Treasurer twice per month. The Union dues check off card must be in the Business Office no later than the first of each month in order for dues to be deducted from that month's paycheck.

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

The District agrees to remit these dues and/or fees to the Union twice each month that dues/fees are deducted. A list of Employees for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) workdays.

## **7.3 Mileage**

Employees who are required to use their automobiles for approved travel on District business shall be reimbursed for their mileage at the rate allowed by Internal Revenue Service.

## **7.4 Health Insurance**

A. The Board agrees that a hospitalization, surgical and major medical insurance program for Employees who work thirty (30) or more Board-approved hours per week and their spouse and/or dependents shall be provided by the District. Coverage for newly-employed Employees will begin on their first day of active employment following the date of Board approval.

B. Costs to the Employee and District

The board agrees to pay 80% of family coverage premiums during the duration of this contract.

In the 2018-19 school year, the Board agrees to pay 100% of single coverage premiums.

In the 2019-20 school year, the board agrees to pay up to 100% of the 2018-19 single coverage premium amount plus \$10.00 per year. If single insurance increases by more than \$10.00 during the 2019-20, then the Employee will be responsible for paying the increase beginning with paying the Eleventh Dollar. Under no circumstance will the Board pay less than 95% of the single coverage premiums.

In the 2020-21 school year, the Board agrees to pay up to 100% of the 2019-20 single coverage premium plus \$10.00 per year. If single insurance increases by more than \$10.00 during 2020-21, then the Employee will be responsible for paying the increase beginning with the Eleventh Dollar. Under no circumstance will the Board pay less than 95% of the single coverage premiums.

If the insurance cost exceeds 13% of the prior year's cost, the Board and the Employee will split 50/50 any premium increase over 13%.

C. A minimum of one (1) Paraprofessional will participate on the insurance committee.

#### **7.5 Life Insurance**

The Board shall provide a fifty-thousand (\$50,000) dollar term life insurance policy for Employees who work thirty (30) or more Board-approved hours per week.

#### **7.6 Tax-Sheltered Annuity**

A tax-sheltered annuity program shall be made available for purchase to all Employees. Participation in the annuity program is entirely voluntary. The Board reserves the right to limit the number of participating companies to eight.

#### **7.7 Tax Sheltering of Health Insurance Premiums**

In accordance with Section 125 of the Internal Revenue Code, the Board shall deduct any cost for premiums paid by the Employee for health insurance premiums from the gross amount of his/her compensation on a tax-sheltered basis, at the Employee's written request.

#### **7.8 Summer School Employment**

In the event there are summer jobs for Employees made available in School District No. 111, all Employees shall have equal opportunity in any School District No. 111 Summer Program, provided the Employee meets the qualifications required for the position.

All available Paraprofessional positions for summer school employment shall be communicated to all Employees via email.

The Board agrees that in the event an Employee covered by this contract shall be required to work during the summer school programs, the Employee will be paid his/her last posted hourly rate (used to calculate his/her hourly rate during the previous school year) when filling a summer school position. The only exceptions will include grant-funding programs with pre-determined rates, or other factors that are guidelines for the grant funded program.

Employees who work during the district-sponsored summer school program shall be considered part-time Employees. Break and/or lunch time shall apply per Article 5.3 B. provided the Employee's workday does not exceed 4.5 hours.

### **7.9 Substituting for Teachers**

In the event that an Employee who holds a valid and current Illinois state-approved substitute or teaching certificate is requested to substitute for an absent teacher, he/she shall be paid a prorated Board-approved teacher substitute rate or his/her pro-rated salary, whichever is higher.

### **7.10 Full Time /Part Time Salary**

The district will use the following rates for newly hired Employees based on previous experiences, qualifications, and skills to determine the starting hourly rate. The district will credit up to a maximum of ten (10) years of experience. In addition, a higher hourly rate may be assigned by the district for specific education or skills.

Full Time Paraprofessional	
16,209.43	12.71
17,249.83	13.53
18,290.23	14.35
19,330.63	15.16
20,371.03	15.98
21,411.43	16.79
22,451.83	17.61
23,492.23	18.43
24,532.63	19.24
25,573.03	20.06
26,613.43	20.87
27,653.83	21.69
28,694.23	22.51
29,734.63	23.32

Security Paraprofessional	
17,761.26	12.46
18,901.62	13.26
20,040.96	14.06
21,181.32	14.86
22,321.68	15.66
23,461.02	16.46
24,601.38	17.26
25,740.72	18.06
26,881.08	18.86
28,021.44	19.66
29,160.78	20.46
30,301.14	21.26
31,441.50	22.06
32,580.84	22.86

Part Time Paraprofessional
11.87
12.64
13.40
14.16
14.92
15.69
16.45
17.21
17.97
18.74
19.50
20.26
21.03
21.79

During the 2018-2019 school year, all Employees will receive a salary increase of 3%.  
During the 2019-2020 school year, all Employees will receive a salary increase of 2%.  
During the 2020-2021 school year, all Employees will receive a salary increase of 2%.

### **7.11 Longevity Pay**

Beginning July 1, 2018, Employees who have continuous year of service in the Kankakee School system shall receive the pay above the regular salary schedule. Payouts will be on June 15 of each school year according to the following schedule:

After 10 years.....	\$50.00
After 11 years.....	\$60.00
After 12 years.....	\$70.00
After 13 years.....	\$80.00
After 14 years.....	\$90.00
After 15 years.....	\$100.00
After 16 years.....	\$110.00
After 17 years.....	\$120.00
After 18 years.....	\$130.00
After 19 years.....	\$140.00
After 20 years.....	\$150.00

### **7.12 Retirement Benefits**

#### **A. Eligibility:**

An eligible employee is an employee who

- Has ten years of service in Kankakee School District No. 111 at the time of retirement; and
- Is eligible to retire under IMRF

#### **B. Benefit:**

Employees who are eligible to retire must submit an irrevocable letter by May 15 prior to the last year of employment. Those employees who submit their intent to retire letter shall receive a 3% increase over the previous year's compensation.

### **7.13 Training**

Paraprofessionals may attend training opportunities which may take place outside the District. Preapproval must be granted by the Superintendent or designee to attend any

training sessions. The District may reimburse the Paraprofessional for any costs of the training sessions.

Any Paraprofessional who provides training to other Paraprofessionals will be compensated at his/her hourly rate of pay. All training which is provided must be preapproved by the District.

#### **7.14 Education**

Paraprofessionals may be eligible for tuition reimbursement for courses taken within the field of education. These courses must be preapproved on the form provided by the District and submitted prior to the start of the course.

Paraprofessionals shall provide an official transcript documenting the successful completion of the course prior to the tuition reimbursement being dispersed.

A Paraprofessional is limited to reimbursement for up to one course per semester.

The District will allocate five thousand dollars (\$5,000.00) for each year of the contract to be used for tuition reimbursement for Paraprofessionals.

#### **7.15 Yearly Salary Notification**

All Employees shall receive written notification of his/her hourly rate of pay and salary for the upcoming school year by the first day of each school year. For the 2018-2019 school year, the district will provide the notification as soon as is possible based on the ratification of the contract.

### **Article 8**

#### **Scope and Duration**

##### **8.1 Maintenance and Amendment of Contract**

This Agreement constitutes the entire and complete commitment and agreement between the parties concerning wages and terms and conditions of employment for the duration of the Agreement. The parties hereby agree that the Agreement is in full settlement of all outstanding issues between the parties and that this Agreement may be altered, changed, added to, deleted from, or modified only through the mutual consent of the parties in a written, executed amendment to this Agreement. The Union specifically waives any rights it may have to bargain during the term of this Agreement with respect of any matter which could have been the subject of negotiations in the Agreement.



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## 8.2 Savings Provision

If any provision of this Agreement is declared by the proper judicial or legislative authority to be unlawful, unenforceable or unconstitutional, all other provisions of this Agreement shall remain in full force and effect for the duration thereof.

## 8.3 No Strike

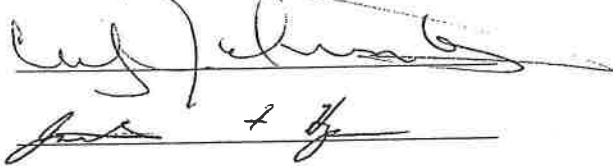
During the term of this Agreement, neither the Union nor any Employee on the behalf of the Union or acting on his/her own shall engage in any strike, work stoppage, slowdown or refusal to provide services which will impede the operation of any schools, administrative offices or facilities of the District.

## 8.4 Duration

- A. This Agreement shall become effective upon approval by the Board and the Union and shall continue in effect through June 30, 2021.
- B. This Agreement shall be renewed automatically from year to year thereafter, unless either party shall notify the other in writing no earlier than ninety (90) days prior to its expiration date that said party desires to change, modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and adopted this 9<sup>th</sup> day of July 2018, as evidenced by the signature of their respective officers affixed below:

Kankakee Paraprofessional Council,  
Kankakee Federation of Teachers,  
Local #604, IFT, AFT, AFL-CIO



Board of Education, Kankakee  
School District No. 111



1. The first part of the paper is devoted to a general discussion of the problem.

2. The second part is devoted to a detailed analysis of the results.

3. The third part is devoted to a discussion of the results.

4. The fourth part is devoted to a discussion of the results.

## APPENDIX A

### Paraprofessional Work Schedule

Category	Hrs. Daily	Hrs. Worked Daily	Yearly Paid Hrs.	Lunch: 30 minute duty free, unpaid	Work Break	Sick Days	Accum. Sick/Per. Days	Bereavement Days*	Personal Days	Insurance	IMRF
FT Parapro	7 hr. 35 min.	7 hr. 5 min.	1275	30 min.	Two: 10 min.	12	yes	1	3	yes	yes
PT Parapro	6 hr. 30 min.	6 hr.	1080	30 min.	One: 15 min.	12	yes	1	3	yes	yes
PT Parapro	5 hr.	5 hr.	900	no	One: 15 min.	12	yes	1	2	no	yes
PT Parapro	4 hr.	4 hr.	720	no	no	12	yes	1	1	no	yes
PT Parapro	3 hr.	3 hr.	540	no	no	no	no	1	1	no	no
FT Sec Parapro	8 hr.	7 hr. 30 min.	1425	30 min.	Two: 10 min.	12	yes	1	3	yes	yes

\*Bereavement days do not roll over or accumulate.

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## APPENDIX B

### Kankakee School District #111 Performance Improvement Plan

**Purpose:** It is the goal of \_\_\_\_\_ School to maintain a highly developed competent professional staff. This form is used to communicate effectively, verbally and in writing, when improvement is necessary in evaluation or items involving professional responsibility.

Employee Name: \_\_\_\_\_

Evaluator: \_\_\_\_\_

**Areas Needing Improvement:** Based on the overall score on the \_\_\_\_\_ (date) evaluation, the following areas are deemed as Needs Improvement/Unsatisfactory.

**Goals and Objectives:** The goal of the named employee is to meet the competency level associated with his/her job role while successfully completing the following improvement plan with the associated timeline and to the satisfaction of the above-mentioned evaluator(s).

Domain Area/Specific Deficiencies:

Remediation Activity:

Due Date:

Success Indicator (Expectation for Improvement):

Domain Area/Specific Deficiencies:

Remediation Activity:

Due Date:

Success Indicator (Expectation for Improvement):

*(Additional table may be added as needed.)*

**This Performance Improvement Plan will be in effect from \_\_\_\_\_**  
**through \_\_\_\_\_.**

**Date for midpoint conference: \_\_\_\_\_**

*Other meetings may be requested by either the evaluator or the employee.*

The signature below indicates that the employee and the evaluator have discussed this improvement plan and will work together to accomplish the stated improvement(s). At the end of the performance improvement plan, the evaluator will complete an evaluation on the appropriate form and attach it to this document along with one of the recommendations listed below.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

**Section to be completed following completion or continuation of performance improvement plan.**

\_\_\_\_\_ Has met goals/standards/conditions outlined in the plan. No further action is needed and re-employment is recommended.

\_\_\_\_\_ Has shown progress towards goals/standards/conditions outlined in the plan. More time is needed to evaluate progress.

\_\_\_\_\_ Has not made sufficient progress towards goals/standards/conditions outlined in the plan.  
The employee will be recommended for dismissal.

\_\_\_\_\_  
Evaluator Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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