

**COLLECTIVE
BARGAINING AGREEMENT**

Between

**The Board of Education of
Sycamore Community Unit
School District No. 427**

And

**The Sycamore Education
Support Staff Association**

FY13 – FY14

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ARTICLE 1 – RECOGNITION

The Board of Education of Sycamore Community Unit School District No. 427, Counties of DeKalb and Kane, State of Illinois (hereinafter referred to as the Employer, Board or District), hereby recognizes the Sycamore Education Support Staff Association-IEA-NEA, pursuant to the certification issued by the Illinois Educational Labor Relations Board, Case No. 96-RC-0027-C, (hereinafter referred to as the Association, Union, or Bargaining Unit) as the sole exclusive bargaining representative for all full-time and part-time Paraeducators. Within the district specific Paraeducator job descriptions include health Paraeducator, inclusion classroom Paraeducator, library Paraeducator, and classroom enrollment Paraeducator, -hereinafter referred to as Paraeducators, Employee(s), Bargaining Unit Member(s) or Support Staff, exclusive of dean’s assistants, sub-callers, and technology assistants, supervisors as defined by the Illinois Educational Labor Relations Act, managerial employees, short-term employees, and confidential employees.

ARTICLE 2 - MANAGEMENT RIGHTS

It is expressly understood and agreed that the Board of Education reserves unto itself and its agents all rights, functions, powers, authority and responsibility conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States, along with the decisional law by the courts. This section shall not abrogate Association or bargaining unit member's rights under law, or this Agreement nor the Board's authority over inherent managerial policy which shall include but not be limited to the following:

1. The functions of the Board
2. Standards of service
3. The Board's overall budget
4. Selection of new employees
5. Direction of employees

All powers, rights, authority and responsibilities not included in the Agreement are reserved for the Board and the Board's power with regard to the exercise of the foregoing powers, rights, authorities, duties and responsibilities and the adoption of policies, rules, regulations, procedures and practices in the furtherance thereof, shall be absolute except as may be limited by the specific and express terms of this Agreement.

ARTICLE 3 - SALARY/EMPLOYEE BENEFITS

Section 1. Newly Employed Paraeducators

Each newly employed Paraeducator shall be provided with the following information by the Human Resource Department:

1. Copy of the current SESSA contract
2. Step placement, salary, and payroll dates
3. Insurance information and rates
4. Daily hours of work
5. Job description of the position for which the Paraeducator was hired
6. Payment shall be made of 24 payment periods beginning on Sept.15
7. Tuition waiver opportunities

Section 2. Insurance

- A. The Board shall maintain a cafeteria plan which meets the requirements of Section 125 of the Internal Revenue Code. If at any time such Section 125 or related Regulations are amended, the parties shall promptly revise the plan to comply with the amendment.
- B. The Board shall make available for each full time Paraeducator (30 hours or more per week) single insurance coverage.
 - a. Single insurance coverage shall be defined as single coverage, group health/ major medical insurance, group dental insurance and group term life insurance in the amount of \$20,000.
 - b. The individual member payment, the scope of insurance coverage, and all insurance benefits shall be the same as bargained by the Sycamore Education Association. Payment shall be deducted in equal amounts from the Paraeducator's salary payments during the plan year.
- C. The Board shall make available to all employees at the employee's expense:
 - a. Family coverage group health/major medical
 - b. Disability insurance coverage

- c. Group dental insurance and group term life insurance (available only to those employees who are eligible to be covered as a dependent on another Sycamore employee's family coverage)

- D. By a mutually agreed upon date by the Board of Education and the Executive Board of the Sycamore Education Association prior to the start of the 2000-2001 school year, all the 1999-2000 bargaining unit members may choose to receive a cash option in the amount of \$3,800 in lieu of Board paid single insurance coverage. Beginning with the 2001-2002 school year and continuing thereafter, a cash option in lieu of Board paid single *insurance* coverage will be available only to those who elected the cash option in 2000-01. A master list of those employees electing the cash option in the 2000-01 school year will be kept in the district insurance office *and in a permanent SESSA file*. Beginning with the 2000-01 school year the cash option shall remain at \$3,800 except that if the cost of single insurance coverage drops below \$3,800, the cash option will be equal to the cost of single insurance coverage. At the start of each plan year, bargaining unit members electing the cash option will be given an opportunity to enroll in the Board paid single insurance coverage. Once an employee elects Board paid single insurance coverage, the cash option will never again be available to that employee.

- E. The insurance choices selected may not change during the plan year except if there is a change in family status or other circumstances provided in the Regulations issued by the Internal Revenue Service.

Those individuals electing the disability insurance option as prescribed in Article 3, Section 2C-b., of the Professional Agreement, may change this election in the event that their application is rejected by the insurance carrier. Such change shall be made within ten (10) days following notification of unacceptability. Forms for such a change are available at the Administration Office.

- F. The dollar total of the designated fringe benefits elected pursuant to the plan will be deducted in equal amounts from an employee's salary payments during the plan year.

- G. The policies of insurance hereunder shall be approved by the Board, provided any such policies shall not thereafter be altered by the Board without prior notification to the Association and an opportunity provided to the Association to react to any proposed change in specifications or carrier and provided the scope of insurance benefits shall not be less than those in effect during 1999-2000 except as otherwise specifically agreed by the Association.

The Board/Association Insurance Committee shall meet at least three (3) times each year to discuss the status of the plan and possible changes in health insurance coverage. The Board shall provide quarterly reports of the financial status of the plan to the Association president and/or Insurance Committee members. Health

insurance coverage may be changed if a majority of the Association-appointed members agree to the change.

- H. In the event the Board shall be required as a consequence of statutory enactment(s) to make payments for health and/or major medical insurance or the premiums therefore, for Support Staff, this Article shall be promptly re-negotiated.
- I. If both spouses are employed and one spouse is covered by the Board paid single coverage, they may elect, in lieu of the other spouse receiving Board paid single coverage, to have the Board apply a dollar amount equal to the full cost of single coverage for the second spouse toward the cost of family coverage. Both spouses shall be assured of having no less benefits under this arrangement than would be accorded to an employee under the single insurance coverage.

Section 3. Reimbursement for Workshops/Conferences

Paraeducators may be allowed to attend one (1) workshop/conference day each year in his/her field/area of employment. Application shall be made to the Principal/ Supervisor. All reasonable fees and expenses for such workshop/conference shall be paid by the District provided receipts are submitted to validate such expenses.

Section 4. Pay Schedule

- A. Twenty-four (24) pay periods commencing September 15th and the fifteenth (15th) and thirtieth (30th) day of each month thereafter.
- B. Payroll dates shall be the fifteenth (15th) and the thirtieth (30th) of each month unless such payroll dates fall on a banking holiday, Saturday, or Sunday, in which case said payroll shall occur on the first preceding business day.

Section 5. Overtime

Overtime shall be paid to a Paraeducator when he/she performs work related to his/her job description as employed by CUSD #427 in excess of forty (40) hours per week. All overtime shall be approved in advance by the Principal. At the request of the Paraeducator, the Principal may approve compensatory time off in lieu of overtime pay at time and one-half (1 1/2). If such request is approved, the compensatory time off shall be scheduled by the Paraeducator and Principal.

Section 6. Hours/Conditions of Work

A. Work Day

1. A Paraeducator regularly scheduled to work six (6) or more hours per day shall be considered a full-time employee. The daily schedule for full-time employment shall be developed with the building administrator and shall be based on the specific needs of the position, students and school. On emergency-related days, Paraeducators may be required to stay after student contractual obligations if the building administrator deems their presence necessary for the safety of students. Compensation will be as per Article 3, Section 5.

2. Part-time Employees

A Paraeducator scheduled to work less than six (6) hours per day shall be considered a part-time employee.

3. Lunch/Breaks

A. Each Paraeducator who works six (6) hours or more per day will be entitled to one (1) 30 minute duty free lunch period.

B. Each Paraeducator who works six (6) hours or more per day will be entitled to one (1) fifteen minute break during the school day.

C. The 15-minute break may be added to the 30-minute lunch period with prior scheduling and approval of the building administrator.

B. Physical Exams

Prior to employment a physical examination will be required of the Employee, such examination to be at Employee expense. Thereafter, any medical examination deemed necessary by the Personnel Administrator shall be at Board expense.

The Board reserves the right to require a confidential physical or mental examination at any time for consideration of continuation of employment. Any expenses for such examination will be paid by the Board. If the Employee in question is already under the care of a physician or psychiatrist, the Board will make a reasonable effort to obtain a report on the Employee's condition from the Employee's physician or psychiatrist.

The Employee Assistance Plan (EAP) may be utilized as a confidential referral by the Board of Education or its designee.

Section 7. Compensation

- A. Newly hired Paraeducators who have no experience and no college credit will be placed on step 1.
- B. Paraeducator working 120 employment days during the current school year will advance to the next step on the salary schedule at the beginning of the next school year.
- C. Paraeducators shall be paid according to their hourly rate per the attached salary schedule. Time worked in excess of contract obligations up to a maximum of 40 hours a week will be paid at their regular hourly rate. This includes mandatory attendance at meetings before or after school.
- D. Paraeducators may advance on the salary schedule by completing courses/hours which will improve his/her ability as a Paraeducator. For each (30) thirty hours of credit a Paraeducator earns after his/her initial placement on the salary schedule, he/she will advance one (1) step on the salary schedule. Courses taken for advancement on the salary schedule must be approved by the Superintendent or his/her designee. In the event that a course is not approved, the Paraeducator will be provided written reason for the denial.

Professional development hours toward salary schedule movement can occur in the following ways:

SESSA members can accumulate up to 15 hours of approved professional development per fiscal year (July 1-June 30), outside of their work day to be paid at their hourly rate.

SIP days, when available, can be used to accumulate professional development hours. SESSA members will not receive additional compensation for credits earned on SIP days.

Salaries shall be adjusted effective with the beginning of the school term when evidence is presented no later than September 15 to qualify for vertical advancement on the salary schedule. Salaries shall also be adjusted at the beginning of second semester when such evidence is submitted no later than February 15.

- E. Credit for prior experience will be considered. Experience working with children in the school setting or a related field will be evaluated for the consideration of Step Placement by the Personnel Administrator. Paraeducators entering the system with college credit will need a State of Illinois Paraeducator approval as of 2009-2010. One (1) additional step on the salary schedule will be given for every thirty (30) hours of college credit they hold, not to exceed four (4) steps. Initial placement will not exceed Step eight (8) on the salary schedule.

ARTICLE 4 – TERMS AND CONDITIONS OF EMPLOYMENT

Section 1. In-Service Training

A. First in-service/first day of work

Paraeducators working with students having special needs shall be provided with the following information by a learning facilitator prior to student attendance days unless the Paraeducator is hired after the school year starts. Information should be relative to the needs of the student.

1. Student assignment
2. IEP Goals
3. Student's behavior program if applicable
4. Student's medical concerns if applicable
5. Accommodations needed for the student
6. Procedure Sheet
7. Training Log

B. Prior to the Paraeducator working alone for the first time with a student having special needs, the District shall provide training in specific procedures, techniques and skills required to meet the needs of that student. The appropriate personnel or learning facilitator shall conduct such training.

C. A committee will be formed to develop a procedure sheet and training log. The committee will consist of at least three (3) Paraeducators, two (2) Learning Facilitators, and the Director of Special Education. This committee will meet at least yearly for review. Review will take place during school hours.

D. All Paraeducators will have the opportunity to receive additional training in order to improve their ability to work with a student having special needs.

E. Health Paraeducators - Health Paraeducators shall meet with District nurses and other Health Paraeducators for appropriate training.

F. Library Paraeducators- Library Paraeducators shall meet with other school Library Paraeducators for appropriate training.

Section 2. Principal's meeting

Principals or his/her designee shall meet monthly with the Paraeducators as a group in their home building, to discuss issues, and relay pertinent building and district level information. This meeting shall occur within the regular workday.

Section 3. Notification of Assignments

The District shall notify Support Staff employees by May 15 of their assignment for the following year.

Section 4. Special Education Staffing

The Board and The Association acknowledge that it is typically desirable that a staffing of students considered for some change in status in relation to a special education program should include the current teacher(s), the receiving teacher (if known), paraeducator(s) as well as other appropriate personnel. Paraeducator(s) shall typically be notified by the case manager/special education teacher concurrently with the notice to the student's parent(s) or guardian(s). When specific information from a paraeducator is needed for the staffing, the case manager/special education teacher will meet with the paraeducator during the work day to gather information

ARTICLE 5 – HOLIDAYS

Full-time Employees shall receive five (5) paid holidays: New Year's Day, Memorial Day, Labor Day, Thanksgiving Day, and Christmas Day.

ARTICLE 6 - LEAVES

Section 1. Sick Leave

A. Accrual

All full time Paraeducators shall be credited with fifteen (15) full pay sick leave days. Part-time Paraeducators shall receive sick and personal leave on a pro rata basis which shall be calculated by the percentage (%) of time worked. EXAMPLE: If a Paraeducator works four (4) hours a day, he/she would receive the same number of days as a full-time Paraeducator receives except that such days would be four (4) hour days.

B. Definition

Sick leave shall be interpreted to mean personal illness or quarantine at home. Sick leave shall also be granted for serious illness or death in the household of the Employee or in the immediate family. Immediate family shall be interpreted to

mean parent, grandparent, grandchild, mother-in-law, father-in-law, sister, brother, sister-in-law, brother-in-law, aunt, uncle, husband, wife, child, stepchild, daughter-in-law, son-in-law, niece, nephew, or parent/child-like relationship. Sick leave may also be utilized to attend the funeral of a close friend or family member not listed above, provided any such leave for two or more consecutive days or three days in the aggregate per school year must be approved by the Assistant Superintendent or his designee in his/her sole discretion and without precedential effect.

C. Accumulation

Any sick leave not used shall be accumulated from year to year to the maximum available leave of 281 days.

Section 2. Personal Business Leave

A. Accrual

All full-time Employees at the beginning of each fiscal year shall be credited with two (2) fully paid personal business leave day.

B. Definition

Notification for such leave shall be submitted in duplicate to the Principal and Personnel Administrator at least twenty-four (24) hours in advance whenever possible. Personal leave shall not be taken on a day preceding or following a holiday or recess period, or during the first five (5) or the last five (5) employment days of the school term without the written approval of the Superintendent and/or designee for good reason shown. Personal leave may be granted on a day preceding or following a holiday or recess period or during the first five (5) or last five (5) employment days of the school term to attend personal family business as follows:

1. Attend immediate family member or immediate step-relative's wedding;
2. Take immediate family member or step-relative to school or selective service obligation;
3. Attend family member or step-relative's performance, whether academic, athletic, or professional;
4. Attend immediate family member or step-relative's graduation ceremony;
5. Meet the needs of an adoption and/or other legal obligations.

Personal leave shall not be used for purposes of recreation (the extension of a vacation not compelled by factors beyond the Paraeducator's control or an

activity primarily oriented to enjoyment, amusement, and/or diversion), to participate in any form of work stoppage or demonstration, or for any purpose which shall result in ordinary income accruing to the Paraeducator.

C. Accumulation

Employees may accumulate a maximum of three (3) personal business leave days. Unused personal business leave days shall be added to accumulated sick leave and shall be noted on the June paycheck.

D. Special Use

An Employee who has exhausted his/her sick leave may use his/her personal business leave in lieu thereof.

Section 3. Religious Holidays

A Paraeducator shall be entitled to a maximum of three (3) employment days without loss of compensation for the observance of a recognized religious holiday of the Paraeducator's faith. Notice of intention to use such days shall be given to the building principal by 9:00 a.m. of the preceding working day.

Section 4. Family Medical Leave Act Leave

The Board will comply with applicable provisions under the Family and Medical Leave Act of 2009 and as reflected in adopted Board Policy

1. The "year" is defined as July 1 to June 30.
2. All medical information will be confidential.

Section 5. Jury/Witness Duty

The Board shall pay the regular salary to Paraeducators required to serve as jurists, or subpoenaed as a witness, provided the Paraeducator shall promptly remit to the Board any fees paid as a consequence of such service or subpoena (other than the reimbursement for expenses), and provided this Article shall not apply to any matter wherein the Paraeducator is subpoenaed by a Paraeducator or the Association or its affiliates and the Board is an adverse party.

Section 6. Association Leave

- A. In the event that the Association desires to send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of salary for an aggregate amount of at least six (6) days in any school term limited to three (3) days per individual unless approved by the Superintendent. A written notification of leave shall be

submitted to the Superintendent four (4) school days prior to the use of any of the leave days provided for in this section. The Association shall reimburse the Board of the full cost of the substitute(s) employed to replace the absent Paraeducator(s).

- B. In the event a Paraeducator is elected or appointed to a state or national office or committee affiliated with the Association, the Board shall grant to him/her a maximum of five (5) leave days with pay for conducting state or national association business. A written notice of such leave shall be made to the Superintendent four (4) days prior to the use of such leave. The Association shall reimburse the Board for the full cost of the substitute(s) employed to replace the absent Paraeducator(s).

Section 7. Insurance Coverage During Unpaid Leave

Employees who are on a Board approved extended unpaid leave of absence shall have the right to maintain insurance coverage by paying each full applicable monthly payment in advance.

ARTICLE 7 - SENIORITY

Section 1. Seniority Defined

Seniority shall be defined as the length of continuous full-time in District service acquired as a Paraeducator bargaining unit member. Length of service, determined by date of hire, will take precedence over job assignment in regards to seniority. Full-time Paraeducators employed during the 1996-1997 school year shall retain all consecutive full-time seniority earned immediately preceding the 1996-1997 school year.

Section 2. Resolving Identical Seniority

If total years of full-time in District service within a category of position referred to in Section 1 are equal between two (2) or more Paraeducators, then seniority shall first be determined by date of hire; and then if a tie still exists, it shall be determined by accumulated hours; and then if a tie still exists, it shall be determined by a drawing witnessed by the Union President and the Administration. Ties shall be broken at the time they occur and shall be denoted on the seniority list.

Section 3. Continuous Service Interruption

- A. Continuous service shall terminate upon resignation, retirement or termination.
- B. Approved, unpaid leaves of absence shall not constitute a break in service.

Section 4. Seniority Accrual

Seniority shall not accrue during any unpaid approved leave of absence of ninety (90) consecutive employment days or more, excluding any job-related disability/injury or approved FMLA (Family Medical Leave Act of 2009).

Section 5. Seniority List

The Board shall furnish the Bargaining unit with annual seniority lists. These lists shall be furnished by February 1 of each school year, and such lists shall include the names of full-time Employees in order of their full-time District service, including their date of hire, years of service and accumulated days. The lists shall be posted in each building. The Paraeducator shall have twenty (20) school days to object to their seniority and seniority ranking on the list. After that time, the seniority list shall be considered final and the Paraeducator waives any right to challenge their seniority placement or ranking on the seniority list. The Bargaining Unit President shall be notified of any revisions in the original list.

Section 6. Reduction-in-Force

If there is a Reduction-in-Force as a result of the decision of the School Board to decrease the number of Paraeducators, part-time Paraeducators will be dismissed first, and thereafter full-time Paraeducators shall be dismissed in inverse seniority order.

Section 7. Recall Rights

- A. Full-time Paraeducators shall have the right of recall within one (1) calendar year from the beginning of the following school term if a vacancy or newly created position occurs in a Paraeducator position. When recalled, Paraeducators will be offered a position. A Paraeducator's salary, benefits and previously accrued seniority will not be affected if recalled during this time. However, seniority will not accumulate during the Reduction-in-Force.
- B. The Paraeducator must notify the Board in writing within five (5) calendar days of confirmed notification of the acceptance or rejection of any vacant position offered to the Paraeducator during the recall period. The Paraeducator who fails to notify the Board of his/her acceptance or rejection of a tendered position within the timelines set forth above shall be deemed to have waived his/her recall rights to this position.
- C. Recall shall be in inverse order of reduction-in-force.
- D. A Full-time Paraeducator reduced as a result of a reduction- in-force shall have the option to receive all earned compensation on or before the next regular pay date following his or her last day of employment.

- E. Paraeducators dismissed as a result of a reduction in force shall continue to receive paid insurance benefits through the last day of their employment. Paraeducators may continue their group insurance coverage at their expense by making timely payments to the Board office throughout the summer.

ARTICLE 8 - VACANCIES AND TRANSFERS

Section 1. Definition of Vacancies

A vacancy shall be defined as a position within the bargaining unit within the District presently unfilled, including newly created positions. Vacant Bargaining Unit positions created because of a leave of absence shall not be considered a vacancy unless the leave of absence exceeds one year.

Section 2. Definition of Transfer

Transfers shall be defined as either a voluntary or involuntary move from one position to another within the Bargaining Unit, including changes in classification, buildings, as well as changes of positions within the same building with a different job description.

Section 3. Posting of Vacancies

- A. A notice of vacancies within the bargaining unit, including vacant positions and newly created positions, shall be sent to the district email address of each bargaining unit member with a district email address.
- B. Postings of vacancies shall be placed in a conspicuous location within the affected District buildings and a copy thereof provided to the Association president. Positions as above described shall be posted at least five (5) work days prior to being filled. Such posting shall contain the following information:
 - 1. Type of Work
 - 2. Location of Work
 - 3. Starting Date
 - 4. Relevant Pay Information
 - 5. Hours to be Worked
 - 6. Job Description
 - 7. Minimum Requirements

Section 4. Filling Vacancies

If an Employee seeks a transfer of position or applies to fill a vacancy, the Human Resource Office shall provide written acknowledgment of the receipt of such request. The Paraeducator shall be given consideration for the position. The District reserves the right to select the applicant to fill the vacant position based upon its review and assessment of qualified candidates. This language shall remain in effect until ten (10) calendar days prior to the start of the Paraeducator's work calendar.

ARTICLE 9 - EMPLOYEE EVALUATION

Section 1. Definitions

- A. As defined herein a formal observation is any planned, deliberate, observation of Paraeducator duties and responsibilities.
- B. Informal observations are incidental observations made by the Paraeducator's designated Administrator in the course of performing administrative functions and duties.

Section 2. Purpose of Evaluations

The parties agree that the primary objective of Paraeducator evaluation is to improve the quality of instruction. The parties recognize the importance and value of a procedure for assisting and evaluating the progress and success of all Paraeducators.

Section 3. Formal Observation Procedures

- A. The Paraeducator's designated Administrator shall evaluate each Paraeducator at least annually between October 1st and March 1st in writing, using the district wide evaluation form. The Administrator shall base his/her evaluation on feedback from the Paraeducator's immediate non-administrative supervisor and formal observation.
- B. The time and date of the formal evaluation shall be agreed upon by the Administrator and the Paraeducator no less than two (2) school days before the formal observation is to occur. Formal observation shall last not less than fifteen (15) minutes. Within five (5) school days of the formal observation a written evaluation shall be completed and a copy provided to the Paraeducator. An evaluation conference including the evaluation Administrator and the Paraeducator shall be held within ten (10) calendar days of the date of the written evaluation.

- C. Both the evaluator and the Paraeducator shall date and sign all copies of the written evaluation. The Signature of the Paraeducator shall not indicate agreement with the written evaluation, but rather shall indicate that the conference and discussion have been held and that the Paraeducator is in receipt of a copy of the written evaluation.
- D. If the Paraeducator feels his/her formal written evaluation is incomplete or inaccurate, the Paraeducator may put his/her objections in writing within ten (10) days of receipt of the evaluation. Both the Paraeducator and the evaluator shall date and sign all copies of the written objection. The signature of the evaluator shall not indicate agreement with the written objection, but rather shall indicate that the evaluator is in receipt of a copy of the written objection. A copy of the written objection shall be attached to the written evaluation.
- E. A copy of all formal written evaluations and any attached written objection shall be placed in the Paraeducator's official personnel file.

Section 4. Area of Deficiency

- A. If an Administrator observes an area of deficiency in a Paraeducators performance at anytime during an informal observation, the Administrator shall convey their concerns regarding these observations to the Paraeducator's attention within two (2) school days.
- B. Improvement Plan
 - When an area of deficiency is seen in a Paraeducator, the Administrator and the Paraeducator shall discuss, establish and reduce to writing, goals for improvement and activities to attain those goals.
 - If desired by either party, a Union Representative may be present at any or all meetings.
 - After no less than (20) school days from the above discussion, the Administrator shall conduct a formal observation of the Paraeducator following the goals outlined for improvement.
 - If the goals have been obtained, no further action will be taken.
 - If the Paraeducator has not met any of the goals, the Administrator has the option of dismissal.
 - If the Paraeducator has met some but not all the goals then the process shall be repeated a second time. If at the end of this evaluation period, the goals have not been met, the Administrator has the option of dismissal.
 - No Paraeducator shall be dismissed for areas of deficiency identified in the first observation, prior to the goals being established and the agreed upon time given for improvement.

ARTICLE 10 – DISCIPLINE

Representation at Discipline Meetings

In the event an administrator and/or supervisor requires an Employee to attend a meeting in which discipline of that Employee is to be discussed, the Employee, upon request, may have an Association representative present.

ARTICLE 11 - GRIEVANCE PROCEDURE

Section 1. Definitions

- A. Any claim by the Association or Support Staff that there has been a violation, misinterpretation or misapplication of the terms of this Agreement shall be a grievance.
- B. As used herein, days shall mean Support Staff employment days except during the summer recess when it shall mean days on which the District business office is open.

Section 2. Procedure

The parties hereto acknowledge that it is most desirable for an Employee and the Employee's immediately involved supervisor to resolve problems through free and normal communications. If, however, the informal process fails to satisfy the Employee or the Association, a grievance may be processed as follows:

Step 1. The Employee or the Association may present the grievance in writing to the immediately involved supervisor who will notify the grievant(s), and the Association will arrange for a meeting at a reasonable time to take place within ten (10) days after receipt of the grievance. The grievance shall set forth the specific clause or clauses of the Agreement which it is alleged have been violated, the factual basis for each alleged contract violation, and the remedy requested. The grievance must be filed within fifteen (15) days after grievant(s) has knowledge or reasonably should have had knowledge of the event giving rise to the grievance. The grievant(s) shall be present for the meeting. The immediately involved supervisor must provide the aggrieved Support Staff and the Association with a written answer on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision is based.

Step 2. If the grievance is not resolved at Step 1, then the Association shall refer the grievance to the Superintendent or his/her official designee within ten (10) days after the receipt of the Step 1 answer. The Superintendent shall arrange for a meeting with the representatives of the Association's Grievance Committee to take place within ten (10) days of his/her receipt of the appeal. Each party shall have the right to include in its representation such witnesses as it deems necessary

to develop facts pertinent to the grievance. Upon conclusion of the meeting, the Superintendent will have ten (10) days in which to provide his written decision to the Association and the grievant(s).

Step 3. If the Association is not satisfied with the disposition of the grievance at Step 2, or the Step 2 time limits expire without the issuance of the Superintendent's written answer, then the Association may submit the grievance to final and binding arbitration. The arbitrator shall be selected from panel(s) to be secured from the American Arbitration Association. If a demand for arbitration is not filed within thirty (30) days of the date of the Superintendent's Step 2 reply, then the grievance will be deemed withdrawn. If the parties mutually agree, the expedited labor arbitration rules of the American Arbitration Association may be utilized in any arbitration proceeding.

A. Authority of Arbitrator

The Arbitrator shall have no power to alter the terms of the Agreement or to ignore or add to the provisions of the Agreement. His/her decision shall be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement. He/she shall be empowered to render any award which shall be consistent with this Agreement and within his lawful authority.

B. Expenses of Arbitration

Each party shall bear the full cost for its representation in arbitration. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. Should either party request a transcript of the proceedings, then that party shall bear the full cost for the transcript. Should both parties order a transcript, then the cost of the transcripts will be divided equally between the parties.

C. General Provisions

1. The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any formal level and no Support Staff shall be required to discuss any grievance if the Association's representative is not present.
2. Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next step. Grievances involving more than one supervisor and grievances involving an Administrator above the building level may be filed by the Association at Step 2.

3. No reprisals of any kind will be taken by the Board of Education or the school Administration against any Support Staff because of his/her participation in this grievance procedure.
4. The Board and the Administration will cooperate with the Association in its investigation of any grievance and will furnish the Association with such requested information as is reasonably available and relevant for the processing of any grievance with the exclusion of privileged information and inter-office communications.
5. If by agreement between Support Staff and/or the Association and the Administration the investigation or processing of any grievance requires that Support Staff or an Association representative be released from his/her regular assignment, he/she shall be released without loss of pay or benefits.
6. All documents, communications and records dealing with the processing of a grievance will be filed separately from the personnel files of the participants.
7. Failure of the Administration or Board to respond to the grievance shall automatically file the grievance at the next higher step. Failure of the Association or Support Staff to meet any prescribed time limit shall preclude further appeal of the grievance.
8. Upon selection and certification by the Association, the Board shall recognize a grievance representative in each building and an Association Grievance Committee. At least one Association representative may be present for any meetings, hearings, appeals or other proceedings relating to a grievance which has been formally presented subject to the provisions of Section C of this grievance procedure. Nothing herein contained will be construed as limiting the right of any Support Staff having a grievance to discuss the matter informally with his/her supervisor and having the grievance adjusted without intervention of the Association. Any settlement or adjustment agreed to by an individual without the intervention of the Association shall be non-precedential as regards the Agreement and the Association. The adjustment shall be consistent with the terms of the Agreement. If such adjustment includes any written determination which affects any provisions of this Agreement, a copy thereof shall be given to the Association President or designee.

ARTICLE 12 - ASSOCIATION RIGHTS

Section 1. New Personnel

Within ten (10) school days following Board action, the Board shall provide the Association with the names and addresses of Employees recently hired in the bargaining unit.

Section 2. Fair Share

- A. Commencing with the 1997-1998 school year any Support Staff Employee newly employed for the 1997-1998 school year, any Support Staff Employee employed in the 1996-1997 school year who was a member of the Association on December 1, 1996, or who joined the Association after December 1, 1996, and after the commencement of the 1997-1998 school year, any newly employed Support Staff Employee who does not join the Association within twenty (20) days after their initial employment, shall pay to the Association annually his/her fair share of the cost of the collective bargaining process and contract administration. Any Support Staff Employee who was not a member of the Association on December 1, 1996, and any Support Staff Employee who was initially hired for the 1996-1997 school year shall not be required to pay such fair share fee unless during the term of their employment they voluntarily join the Association and subsequently withdraw.
- B. By September 1 of each year, the Association shall certify to the Board the amount of the fair share fee, not to exceed the dues uniformly required of members of the Association, and shall supply the Board and the non-members a copy of the basis of the calculation of the fee. If the non-member Support Staff has not made payment to the Association within twenty (20) days of the demand/certification, the Board will commence to deduct the fair share fee payment from the earnings of the non-member Support Staff and pay it to the Association.
- C. Non-member Support Staff who object to the amount of the fair share fee have the right to file objections pursuant to the internal procedures established by the Association for objecting to the amount of the fair share deduction. Additionally, non-member Support Staff who object to the amount of the fair share fee have the right to file objections with the Illinois Educational Labor Relations Board (IELRB) pursuant to its rules and regulations. Upon any such filing and notice of objection, the parties shall place in an interest-bearing escrow account the amount of each objector's fair share payments made, and to be made, pending resolution of the charge. The parties shall maintain an escrow account during the pendency of the charge and any judicial review taken pursuant to the IELRB's rules.
- D. If a non-member Support Staff declares in writing to the Board and the Association the right of non-association based either upon bona fide religious tenets or teachings of a church or religious body of which the Support Staff is a

member, such non-member shall be required to pay an amount equal to his or her proportionate fair share, as determined under this fair share agreement, to a non-religious charitable organization mutually agreed upon by the non-member and the Association. If the affected Support Staff and the Association are unable to reach an agreement on the matter, the Support Staff shall select a charitable organization for receipt of the payment from an approved list established by the IELRB in accordance with its rules.

- E. The Association shall indemnify and hold harmless the Board, its members, officers, agents and Employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability, including attorneys' fees incurred, that shall arise out of or by reason of action taken by the Board for the purposes of complying with the above provisions of this Section, or in reliance upon any list, notice, certification, affidavit or assignment furnished under any of such provisions.

Section 3. General Membership Meetings

The Association shall not be denied reasonable use of meeting space in school facilities for general membership meetings provided: 1) an Association written request is made to the building principal or designee in advance of the meeting; 2) such meeting space is available; 3) such meeting neither interferes with instructional and extracurricular programs of the School District nor conflicts with school events or Employees' assignments; and 4) the Association promptly reimburses the Board for any damages and reasonable maintenance costs.

Section 4. Inter-School Delivery and Bulletin Boards

- A. The Association shall have the right to distribute a reasonable number of appropriate announcements through the District delivery service, Paraeducator mailboxes, or e-mail. Upon request, a copy of any item so distributed shall be given to the Superintendent.
- B. The Association shall have the right to post a reasonable volume of notices of its activities and matters of Association concern on faculty lounge/workroom bulletin boards, at least one of which shall be provided in each building.

Section 5. Board Meetings

The President of the Association or his/her designee shall be given written notice of any regular meetings of the Board held other than as normally scheduled and of any special meetings.

Section 6. Board Minutes

Minutes will be available on the District website.

Section 7. Dues Deductions

Any bargaining unit member who is a member of the Association may sign and deliver to the Board an assignment authorizing deduction of membership dues in the Association. Such authorization shall remain in effect from year to year unless revoked in writing between June 1 and September 1 of any year. Pursuant to such authorization, the Board shall deduct one-eighteenth (1/18) of such dues from each salary check of the Paraeducator for eighteen (18) pay periods, with the first deduction on September 15 and the final deduction on June 1 of each year. Deduction for Paraeducators employed after the commencement of the school term shall be prorated, so as to complete payments by the following June 1.

The Board shall forward dues deductions to the Association Treasurer at the end of each month.

In accepting such deductions, the Association and/or Employee agrees to defend and hold harmless the Board and its members, agents and Employees for all actions taken pursuant to this Section, provided the Board shall have complied therewith.

Section 8. Professional Contract

Within thirty (30) days of Board approval of the Agreement, the Board shall prepare the contract and compile sufficient copies to deliver a copy to each bargaining unit member and an adequate number for itself, but not less than fifty (50). The cost shall be shared equally by the Board and the Association. Any additional copies required by either party shall be paid for by that party.

Section 9. Association Representation

If desired, Association Representation may be present at any or all meetings.

ARTICLE 13 - NO STRIKE

It is agreed and understood that there will be no strike, work stoppage, slowdown or other concerted action or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the District by the Association or by its officers, agents or members during the term of this Agreement, including compliance with the request of other labor organizations to engage in such activity.

ARTICLE 14 - SAVINGS CLAUSE

Should any article, section or clause of this Agreement be declared illegal by a court of competent jurisdiction, said article, section or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, but the remaining articles, sections and clauses shall remain in full force and effect for the duration of the Agreement if not affected by the deleted article, section or clause.

ARTICLE 15 – UNDERSTANDING

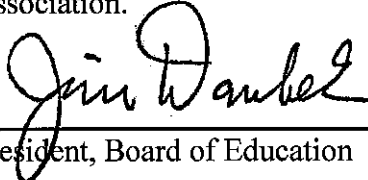
The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto.

The parties further agree and 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 agreements 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, for the life of this Agreement, each voluntarily and unqualifiedly waive any right which might otherwise exist to negotiate over 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, whether or not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.


ARTICLE 16 - DURATION OF AGREEMENT

This Agreement shall be in effect as of August 20, 20¹², and shall continue in full force and effect until August 18th, 2014.

This agreement is entered into this 11th day of September, 2012 by and between the Board of Education of Sycamore Community Unit School District No. 427 and the Sycamore Education Support Staff Association, affiliated with the Illinois Education Association and the National Education Association.



President, Board of Education

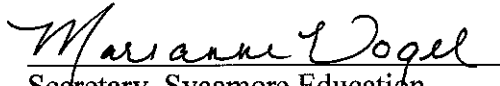


President, Sycamore Education
Support Staff Association
Local #527, IEA-NEA

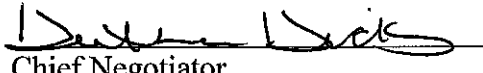
ATTEST:



Secretary, Board of Education



Secretary, Sycamore Education
Support Staff Association,
Local #527, IEA-NEA



Chief Negotiator

STEP	FY13	FY14
1	xx	xx
2	\$ 9.75	\$ 9.90
3	\$ 9.97	\$ 10.12
4	\$ 10.20	\$ 10.35
5	\$ 10.43	\$ 10.59
6	\$ 10.66	\$ 10.82
7	\$ 10.90	\$ 11.06
8	\$ 11.15	\$ 11.32
9	\$ 11.40	\$ 11.57
10	\$ 11.66	\$ 11.83
11	\$ 11.93	\$ 12.11
12	\$ 12.20	\$ 12.38
13	\$ 12.47	\$ 12.66
14	\$ 12.76	\$ 12.95
15	\$ 13.05	\$ 13.25
16	\$ 13.34	\$ 13.54
17	\$ 13.64	\$ 13.84
18	\$ 13.95	\$ 14.16
19	\$ 14.27	\$ 14.48
20	\$ 14.59	\$ 14.81
21	\$ 14.93	\$ 15.15
22	\$ 15.26	\$ 15.49
23	\$ 15.61	\$ 15.84
24	\$ 15.96	\$ 16.20
25	\$ 16.33	\$ 16.57
26	\$ 16.70	\$ 16.95
27	\$ 17.07	\$ 17.33
28	\$ 17.46	\$ 17.72
29	\$ 17.86	\$ 18.13
30	\$ 18.26	\$ 18.53
31	\$ 18.68	\$ 18.96
32	\$ 19.04	\$ 19.33
33	\$ 19.44	\$ 19.73
34	\$ 19.80	\$ 20.13