

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**BLOOMINGDALE PARAPROFESSIONAL COUNCIL, LOCAL NO. 571
IFT-AFT, AFL-CIO**

AND

**BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 13
DUPAGE COUNTY**

2024-2026

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
I.	<u>RECOGNITION/MUTUAL RIGHTS</u>	1
	1.1 Recognition	1
	1.2 Definition/Proportional Benefits	1
	1.3 Supremacy of Agreement	1
	1.4 Management Rights	1
	1.5 No Strike	2
II.	<u>UNION AND EMPLOYEE RIGHTS</u>	2
	2.1 Non-Discrimination	2
	2.2 Union Released Time	2
	2.3 Copies of Agreement	2
	2.4 Use of School Facilities	2
	2.5 Labor Meetings	3
	2.6 Release of Information	3
	2.7 Dues Authorization	3
	2.8 Posting of Vacancies	4
III.	<u>WORKING CONDITIONS</u>	4
	3.1 Involuntary Transfer	4
	3.2 Notification of Assignments	4
	3.3 Job Descriptions	5
	3.4 Union Meetings	5
	3.5 Work Week and Overtime Definitions	5
	3.6 Work Day	6
	3.7 School Year	7
	3.8 Probationary Period	7
	3.9 Personnel File	7
	3.10 Evaluation Plan	8
	3.11 Inclusion Support	8
	3.12 Training	8
	3.13 Discipline	8
	3.14 Seniority	9
	3.15 Temporary Employees	10
	3.16 Substitution	10
	3.17 Committee Structure	11
	3.18 Committee Operations	11
IV.	<u>GRIEVANCE PROCEDURE</u>	11
	4.1 Introduction	11
	4.2 Procedures	12
	4.3 Statement of Basic Principles	13

<u>ARTICLE</u>	<u>DESCRIPTION</u>	<u>PAGE NO.</u>
V.	<u>LEAVES</u>	14
	5.1 Jury Duty	14
	5.2 Sick Leave	15
	5.3 Personal Days	15
	5.4 Bereavement Leave	15
	5.5 Short-Term Parental Leave	16
	5.6 General Leaves of Absence	16
	5.7 Conditions Applicable to All Leaves	16
VI.	<u>FRINGE BENEFITS</u>	17
	6.1 Medical Insurance	17
	6.2 Dental Insurance	18
	6.3 Life Insurance	19
	6.4 Pay Periods	19
	6.5 Mileage Allowance	19
	6.6 Payroll Deductions	19
	6.7 Flexible Benefit Plan	19
VII.	<u>COMPENSATION</u>	20
	7.1 Starting Base Salary	20
	7.2 Special Education/Blended Preschool	21
	7.3 Adjustment for First Agreement	21
	7.4 Base Hourly Rate Increase	21
	7.5 Retirement	21
VIII.	<u>EFFECT/DURATION</u>	24
	8.1 Opportunity to Bargain	24
	8.2 Complete Understanding	24
	8.3 Savings	25
	8.4 Duration	25

ARTICLE I.
RECOGNITION/MUTUAL RIGHTS

- 1.1 **RECOGNITION.** Pursuant to the provisions of law, the Board of Education of School District No. 13, DuPage County (hereinafter the “Board”), hereby recognizes the Bloomingdale Paraprofessional Council, Local #571, IFT-AFT, AFL-CIO (hereinafter the “Union”) as the sole and exclusive bargaining agent for all full-time and part-time paraprofessionals excluding personnel employed as teachers holding a professional educator license, and all supervisors, managerial, confidential and short-term employees, and students.
- 1.2 **DEFINITION/PROPORTIONAL BENEFITS.** The term “paraprofessional” shall refer to all employees represented by the Union in the bargaining unit as determined above; however, it is acknowledged and agreed by and between the parties, that a paraprofessional employed less than full-time shall not be entitled to the same measure of benefits provided full-time paraprofessionals herein, but shall receive proportionate benefits equal to the part-time paraprofessionals’ proportionate assignment on a full-time basis, unless otherwise specifically stated within this Agreement.
- 1.3 **SUPREMACY OF AGREEMENT.** The terms and conditions of this Agreement supersede any conflicting provisions of Board policies.
- 1.4 **MANAGEMENT RIGHTS.** The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board's statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights specifically include:
1. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
 2. To hire, direct, assign, transfer and promote all employees and to determine their qualifications and the conditions for their continued employment, dismissal or demotion.
 3. To establish programs and courses of instruction, including special programs, to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board.
 4. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board policy or as the same may from time to

time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.

5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.

1.5 **NO STRIKE**. During the term of this Agreement neither the Union nor its agents nor any member of the bargaining unit will, for any reason, engage in a strike, concerted activity which would result in a withholding of services, slowdown or disruption of Board business, or in any other way interfere with the work and/or statutory functions or obligations of the Board.

ARTICLE II. UNION AND EMPLOYEE RIGHTS

2.1 **NON-DISCRIMINATION**. Neither the Union nor any officer or employee of the Board, in its recruitment programs, hiring practices, dismissal procedures, or in any other relationship shall discriminate against any person on the basis of race, creed, color, sex, sexual orientation, marital status, age, ethnic background, geographic origin, political affiliation or union activities. However, in the event a member of the bargaining unit commences an action against the Board or any of its agents before a federal or state court or administrative agency alleging a violation of any right specified herein, such filing shall act as a bar to the commencement of or further processing of any grievance filed pursuant to the terms of this Agreement or unless as otherwise provided by law.

2.2 **UNION RELEASED TIME**. The Union President or designee shall have three (3) days released time each year without loss of pay to attend conventions, meetings, or workshops. The Union shall reimburse the Board for the cost of the substitute. Except in cases of emergencies, the Union shall notify the Superintendent at least two (2) weeks prior to the intended use of such day.

2.3 **COPIES OF AGREEMENT**. Each paraprofessional shall have access to a copy of this Agreement via the District's staff intranet. The parties shall print and sign three (3) paper copies of the Agreement upon ratification.

2.4 **USE OF SCHOOL FACILITIES**. The Union shall have the reasonable use of school equipment, reasonable access to the mail and email systems, reasonable access to new employees at the work site, and the reasonable use of meeting rooms and facilities for the conduct of its business, provided, however, that the foregoing shall not interfere with the operation of the schools, and provided further that any costs associated with such use shall be reimbursed to the Board by the Union. The Union shall follow all Board rules and policies concerning such use and access. The Union may use reasonable space on bulletin boards in areas designated as teachers' lounges.

- 2.5 **LABOR MEETINGS.** The Superintendent or his/her designee shall meet periodically at mutually acceptable times and places with the Union to discuss matters of mutual concern, as well as matters pertaining to the implementation of this Agreement. Meetings scheduled during the work day shall result in no loss of pay or benefits for the Union representatives attending such meetings. Nothing in this section shall be deemed to require the parties to use such meetings for purposes of negotiations of any term of this Agreement or any matter not covered by this Agreement during the term of this Agreement.
- 2.6 **RELEASE OF INFORMATION.** The Board agrees to make available, upon advance written and reasonable requests, any and all information, statistics, or records relevant to negotiations or to the Union's functions as bargaining representative, including a complete list of the names and addresses of all bargaining unit employees available upon request no less than three (3) times per school year, the relevancy and release of which are governed by the provisions of law including any final orders of the Illinois Educational Labor Relations Board or subsequent appeals taken therefore. The Union shall be notified promptly of any employees newly hired into the bargaining unit, and of the change in employment status of any employee in the bargaining unit. The Union President shall be furnished regularly with the same public information furnished the Board concerning the financial condition of the District, and a copy of the adopted budget and annual audit. In addition, copies of the Board's approved minutes of the previous open session meeting will be posted on the District's website. Nothing in this section shall be construed to require the Board or any of its employees to assemble information not already compiled for such requests. The Board shall comply with the requirements of the Illinois Educational Labor Relations Act pertaining to non-disclosure of employee personal information. If the Board receives a FOIA request for information regarding the Union, the Board shall forward to the Union President a copy of the request and all documentation that the Board includes in its response to the request.
- 2.7 **DUES AUTHORIZATION.**
- a. The Board shall deduct from the pay of each paraprofessional current membership dues of the Union and its affiliates provided that at the time of such deduction there is in the possession of the Board a written authorization for dues deduction voluntarily executed by the paraprofessional. Dues will be prorated and deducted from paychecks in September through May. Authorized dues deductions shall be irrevocable except in accordance with the terms under which the paraprofessional voluntarily authorized said deductions. The Union shall notify the Board of the names of paraprofessionals who have revoked their dues deduction authorization no later than five (5) business days prior to the first paycheck in September of each school year. A termination of employment for any reason shall constitute revocation of authorization for dues deduction (if not otherwise provided) on the last day of employment. The Board shall

transmit to the Union President or his/her designee funds so deducted within thirty (30) calendar days of their collection along with a list of the members from which the dues have been deducted and the amount deducted from each member. The Union President or designee shall notify the District Business Office no later than the first day of the school term as to the amount of dues to be deducted for that year.

- b. The Board shall deduct contributions to the IFT/571 Committee to Political Education (COPE) fund from the paychecks of any employee who authorizes such a deduction in writing. The Board shall promptly transmit such deductions to the official designated in writing by the Union. Employees may cancel such contributions by notifying the Board and Union in writing. The Board shall transmit the COPE contributions separately from the funds collected in Section 2.7(a).
- c. The Union 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 or loss, including but not limited to attorney's fees, 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 Article, or in reliance on any list, notice, certification, affidavit or assignments furnished under any of such provisions.

- 2.8 **POSTING OF VACANCIES.** Notices for all bargaining unit positions which are vacant shall be posted on the District Intranet and the District Website. In addition, the Board shall post positions for the supervision of extracurricular activities. All bargaining unit members who apply shall receive an interview, provided, however, that teachers shall have the right of first refusal to all extracurricular activities positions. The Board shall send an email to all paraprofessionals informing them of the postings. The parties acknowledge and agree that in the event of a breach of this section, a grievance filed alleging such breach may be processed through the final step of a grievance procedure, but the Arbitrator shall have no authority to order that any vacancy be filled by any person other than a person selected by the Board for such vacancy.

ARTICLE III. **WORKING CONDITIONS**

- 3.1 **INVOLUNTARY TRANSFER.** Whenever a paraprofessional is to be transferred involuntarily from one school to another or from one grade to another, such paraprofessional shall be notified of the reasons for such transfer and shall be given the opportunity to discuss the transfer.
- 3.2 **NOTIFICATION OF ASSIGNMENTS.** Each paraprofessional shall be notified and provided a letter of reasonable assurance by June 1 of his or her employment for the following school year. The parties acknowledge that due to lack of

information (i.e. registration numbers, transfers, etc.), notification of assignment is difficult prior to June 1. The District will provide notification of assignment as soon as reasonably possible. Changes in assignments may become necessary after notification due to resignations, leaves and the like. In such event, a paraprofessional shall be notified of any change as soon as possible.

3.3 **JOB DESCRIPTIONS.** Newly hired paraprofessionals shall be given a copy of their job descriptions. If the District proposes a change in job descriptions, the Union shall be notified of the details of the proposed change in writing before such change is implemented.

3.4 **UNION MEETINGS.** Paraprofessionals will be released at the end of their workday on one day a month to be determined by May 31 of the previous school year. No District function or activity that requires paraprofessional participation or attendance shall be scheduled after the paraprofessional day on such days.

3.5 **WORK WEEK AND OVERTIME DEFINITIONS.**

3.5.1 Full-time paraprofessionals shall regularly work at least 36.25 hours per week, not counting duty-free lunches.

3.5.2 Part-time paraprofessionals shall regularly work less than 36.25 hours per week, not counting duty-free lunches.

3.5.3 Weeks shall be measured from Saturday through Friday.

3.5.4 All duty hours worked with the pre-approval of an administrator in excess of forty (40) hours per week will be paid at the rate of one and one-half (1 ½) times the paraprofessional's regular hourly rate of pay.

3.5.5 Days of paid leave shall be included in overtime calculations for the weeks in which they occur.

3.5.6 Paraprofessionals who are offered an individual contract to serve as a Club sponsor, a Coordinator, a Coach, or a Performing Arts sponsor, as the positions are defined in the Teachers' Agreement, will receive the rates identified in the Teachers' Agreement. Time spent in those positions will not be included in overtime calculations. Pay frequency for those positions will be determined by the Teachers' Agreement.

3.5.7 Paraprofessionals shall be compensated at their regular hourly rates for attending Committee operations outside the regular work day. Time spent in such Committee operations shall count towards the calculation of overtime pay.

3.5.8 Paraprofessionals shall be compensated at their regular hourly rates for

supervising, monitoring and working school sponsored activities outside the regular work day as approved by an administrator. Time spent performing such duties shall count towards the calculation of overtime pay.

3.5.9 If the District requires professional development or training outside the regular work day, paraprofessionals shall be compensated at their regular hourly rates for the time spent in such training, and the District shall reimburse for any associated fees. Time spent in such professional development or training shall count towards the calculation of overtime pay.

3.6 **WORK DAY.** The Board shall annually set the beginning and ending times of paraprofessionals' attendance. For the purposes of this section, any requested administrator pre-approval is at the sole discretion of the administrator to approve or deny without recourse to the grievance and/or arbitration process(es).

3.6.1 **Regular Work Day.** The regular work day for paraprofessionals shall be seven (7) hours and forty-five (45) minutes, which shall include an unpaid duty-free lunch of thirty (30) minutes and one (1) paid break of fifteen (15) minutes.

3.6.2 **Institute Days.** Paraprofessionals shall be expected to work the two (2) institute days at the beginning of the school year, with regular work hours. Paraprofessionals shall not be expected to work on the two (2) institute days later in the school year, but a paraprofessional may request pre-approval from an administrator to work those additional two (2) institute days.

3.6.3 **Teacher Work Days.** Paraprofessionals shall be expected to work on the teacher work day at the beginning of the school year, with regular work hours, but shall not be expected to work on the teacher work day near the end of the school year. The purpose of this work day shall be to complete required annual training modules. Only after modules are completed may the paraprofessional complete other duties as assigned. A paraprofessional may request pre-approval from an administrator to work on the teacher work day near the end of the school year.

3.6.4 **Parent Conferences.** Paraprofessionals shall not be expected to work on the two (2) parent conference days.

3.6.5 **School Improvement / Early Dismissal Days.** Paraprofessionals will work their regular work hours on school improvement days.

3.6.6 **Teacher Noon Dismissal Day.** Paraprofessionals shall receive pay for their regular work hours on the teacher noon dismissal day. Time after student dismissal on that date will be used for trainings or other duties as may be assigned by the District.

- 3.6.7 **Curriculum and Portfolio Nights.** A paraprofessional may request pre-approval from an administrator to work additional hours for curriculum and portfolio nights. If approved, such hours would count towards the calculation of overtime pay.
- 3.6.8 **E-Learning Days.** If an E-learning day is called, paraprofessionals shall work regular work hours on duties assigned by the District.
- 3.6.9 **Severe Weather / Late Starts or Early Dismissals.** Paraprofessionals shall be paid for all of their regular work hours for any day on which a late start or early dismissal is called because of severe weather or other emergency.
- 3.7 **SCHOOL YEAR.** The work year for all paraprofessionals shall include one hundred seventy four (174) student attendance days (including the teacher noon dismissal day), two (2) institute days, and one (1) teacher work day. The total number of paid work days shall be one hundred seventy seven (177) days.
- 3.8 **PROBATIONARY PERIOD.** To complete the probationary period for new paraprofessionals, a paraprofessional must complete the trimester which includes his/her first day of work as a paraprofessional (“start date”), and two (2) additional trimesters, even if this requirement spans two school terms. Paraprofessionals who complete the probationary period shall be granted continuing employee status. During the probationary period, paraprofessionals may be disciplined or discharged without recourse to the grievance and arbitration procedure.

All paraprofessionals with a start date before November 1, 2023, shall be considered continuing employees. Paraprofessionals with a start date after November 1, 2023 shall be covered by the above paragraph relative to their start dates.

3.9 **PERSONNEL FILE.**

- 3.9.1 Only one (1) official personnel file shall be kept for each paraprofessional.
- 3.9.2 All material to be placed in the official file by the Administration or the paraprofessional shall be inserted in a timely fashion.
- 3.9.3 Every paraprofessional shall have access to all material in his/her official file provided reasonable advance notice has been given. Review of files shall be permitted during normal Administrative Office business hours.
- 3.9.4 Every paraprofessional shall immediately be given a copy of any material added to his/her file and shall be allowed to respond to any material in the file.

3.10 **EVALUATION PLAN.**

- 3.10.1 Paraprofessionals will be evaluated annually by an administrator.
- 3.10.2 If the District wishes to revise the evaluation plan, the Union shall be notified of the details of the proposed change in writing before such change is implemented.
- 3.10.3 Teacher feedback cannot substitute for an administrator's first-hand assessment of the paraprofessional's job performance.
- 3.10.4 If a paraprofessional's job performance shows deficiencies, he/she shall be given a performance improvement plan. This plan shall describe, in writing, the areas of concern, suggestions for improvement, and a timeline for demonstrating improved performance.
- 3.10.5 If a paraprofessional fails to complete the performance improvement plan successfully, he/she may be subject to suspension without pay or discharge for just cause in accordance with Section 3.13 of this Agreement.

3.11 **INCLUSION SUPPORT.** Any employee who shall be primarily responsible for the support and/or supervision of a fully included special education student shall be provided reasonable in-service and/or training in the techniques for servicing such students. Such support will be provided to the employee throughout the school year.

3.12 **TRAININGS.**

- 3.12.1 Each year, the District will provide one (1) work day as noted in Section 3.6.3 for all paraprofessionals to complete state mandated trainings.
- 3.12.2 Each year, within regular work days, the District will provide training to all paraprofessionals on the school emergency response plans, as well as on first aid and CPR.
- 3.12.3 Paraprofessionals shall be paid for time spent in new employee orientation meetings.

3.13 **DISCIPLINE.**

3.13.1 **Just Cause.** No paraprofessional who has completed the probationary period shall be suspended without pay or discharged without just cause. "Just Cause" is defined as the failure to satisfactorily perform job duties after an opportunity for remediation (see Section 3.10.5 of this Agreement) or engaging in misconduct detrimental to the operations of the District.

3.13.2 **Union Representation.** If an employee is asked to attend a meeting which could lead to discipline, the employee and the Union will be given advance notice of the time and purpose of the meeting, and the employee will be advised of his/her right to Union representation. Such meetings will generally be scheduled during the work day, and the employee and the Union representative in attendance will suffer no loss of pay for the meeting. The District need not give advance notice to the Union in order to place an employee on paid administrative leave for reasons including but not limited to emergencies, allegations of serious offenses, allegations of potential criminal acts, or health and safety concerns related to employees or students, although investigations of such situations shall follow the due process outlined in this section.

3.13.3 **Progressive Discipline.** The steps of progressive discipline are listed below. Steps may be bypassed in cases of serious offenses (including but not limited to potential criminal actions and/or health and safety concerns regarding employees or students) that warrant immediate suspension or discharge.

- a. A documented verbal warning.
- b. A written warning to be placed in the employee's personnel file.
- c. A suspension without pay for up to three (3) work days.
- d. A suspension without pay for more than three (3) work days, or discharge.

3.13.4 **Grievances.** Grievances over a suspension without pay or discharge may be initiated at Step 3 of the grievance and arbitration procedure.

3.13.5 **Complaints Against Employees.** Anonymous complaints shall not be used to establish a basis for employee discipline, but may be a basis for an investigation into the conduct of the employee which may lead to discipline, up to and including termination.

3.14 **SENIORITY.** Seniority shall be defined as the length of continuous service with the District within the paraprofessional bargaining unit. Seniority shall begin with the employee's first day of work as a paraprofessional in the District (the "start date").

3.14.1 Part-time employees shall accrue seniority on a pro-rata basis. For example, a part-time employee working two (2) days per week shall accrue seniority at a rate of two-fifths of the seniority of a full-time employee working five (5) days per week.

3.14.2 Employees shall not accrue seniority but shall not lose previously accrued seniority while on an unpaid leave of absence.

- 3.14.3 Employees who are dismissed due to a reduction in force, but then recalled within the time provided by law shall not lose previously accrued seniority upon return to service.
- 3.14.4 Seniority shall be terminated if an employee is discharged, resigns, retires, or is dismissed due to a reduction in force and not recalled within the time provided by law.
- 3.14.5 Employees shall not lose previously accrued seniority if they leave the paraprofessional bargaining unit to accept another position within the District, and subsequently return to the paraprofessional bargaining unit without a break in employment in the District.
- 3.14.6 If two or more employees have the same start date, the order of seniority shall be determined by a random draw witnessed by the Union President or designee, for the purposes of a reduction in force.
- 3.14.7 The District shall provide a seniority list to the Union no later than February 1 of each school year. Any objections to the seniority list must be presented by the Union to the District no later than March 1.
- 3.14.8 For the purposes of the seniority list and reductions in force, all paraprofessionals will have a single category of position. Reductions in force and recalls shall be performed in order of seniority and shall comply with the law.
- 3.14.9 If any bargaining unit positions are held by temporary employees, those temporary employees must be reduced in force before any employees in the bargaining unit are dismissed. Temporary employees shall not accrue seniority and shall not have recall rights.

3.15 **TEMPORARY EMPLOYEES.**

- 3.15.1 If a bargaining unit position is temporarily vacant, the position may be filled with a temporary employee under contract. The temporary employee shall not be considered a bargaining unit employee.
- 3.15.2 If a temporary employee becomes an employee of the District, he/she shall be considered a bargaining unit employee. In this event, the probationary period and seniority shall begin with the employee's first day of service as an employee of the District within this bargaining unit.

3.16 **SUBSTITUTION.**

- 3.16.1 If a paraprofessional substitutes for a teacher or serves as an interventionist, he/she shall be paid the hourly rate of a substitute teacher in

the District, or his/her regular rate, whichever is greater. The hourly rate of a substitute teacher in the District shall be the long-term substitute rate if a substitution assignment for the same assignment lasts for more than thirty (30) work days.

3.16.2 If a paraprofessional substitutes for a teacher for an entire work day, then the paraprofessional shall not be assigned lunch or recess or bus supervision duties that day, and shall not be assigned other duties during whatever planning time the absent teacher would have had scheduled. Nothing prevents the paraprofessional from requesting to be assigned to lunch or recess or bus supervision duties the teacher would have had the opportunity to be assigned and at the rate the teacher would have received, which shall not be subject to overtime or utilized in the calculation of overtime hours. In cases of full day teacher substitutions, the paraprofessional shall earn the rate established in Section 3.16.1 of this Agreement for the entire work day.

3.16.3 The assignment of a substitute is at the sole discretion of the District.

3.17 **COMMITTEE STRUCTURE.** District and Building Committees shall be established by the Administration or the Board as needed. At the discretion of the Administration, all Committees may include paraprofessionals who volunteer to serve on them, but the inclusion of a paraprofessional, selected by the Union, is required on any Insurance Committee or Safety Committee, if in existence. If more paraprofessionals volunteer than are needed for a committee, the chairperson shall select the paraprofessionals to serve on the committee.

3.18 **COMMITTEE OPERATIONS.** Committee operations shall end no later than 5:15 p.m. or one hour and fifteen minutes from the starting time, whichever is earlier.

ARTICLE IV. GRIEVANCE PROCEDURE

4.1 **INTRODUCTION.**

4.1.1 **Definition.** A grievance shall mean a complaint by a paraprofessional(s) or the Union that there has been an alleged violation, misapplication, or interpretation of the terms of the Agreement.

4.1.2 **Time Limits.** All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the school term, then time limits shall consist of business days so that the matter may be resolved before the close of the school term or as soon as possible thereafter. A business day is defined as a day on which the District Administration Office is open for business.

4.1.3 **Initiation.** Any grievance initiated pursuant to these procedures shall be initiated within thirty (30) days of the occurrence of the matter to be grieved (or within thirty (30) days from the date that a reasonable person would become aware of the occurrence). Failure of any paraprofessional or the Union to act on a grievance within the prescribed time limits will act as a bar to any further processing thereof.

4.2 **PROCEDURES.**

4.2.1 **First Step.** The parties acknowledge that it is usually most desirable for a paraprofessional and the paraprofessional's immediately involved superior to resolve problems through free and informal communications. When requested by the paraprofessional, a Union representative may accompany the paraprofessional to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the paraprofessional or the Union, a grievance may be processed as follows:

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

4.2.3 **Third Step.** If the grievance is not resolved at Step Two, then the grievant or the Union may refer the grievance to the Superintendent or the Superintendent's official designee within fifteen (15) days after receipt of the Step Two answer. The Superintendent shall arrange with the Union representative(s) for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) days of the meeting, the Union and the grievant shall be provided with the Superintendent's written response, including the reasons for the decision.

4.2.4 **Fourth Step.** If the Union is not satisfied with the disposition of the grievance at Step Three, the Union may submit the grievance to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of the proceedings. If a demand for arbitration is not filed within thirty (30) days of the date of the Step Three answer, then the grievance shall be deemed withdrawn.

4.2.5 **Evidence and Fees.** Neither the Board nor the Union shall be permitted to assert any grounds or evidence before the arbitrator which were not

previously disclosed to the other party. The fees and the expenses of the arbitrator shall be shared equally by the parties. The arbitrator shall have no power to alter the terms of this Agreement.

4.2.6 **Arbitrator Limitation.** The arbitrator shall be limited in his/her capacity to the express terms of this Agreement, and his/her decision shall not conflict with any term of this Agreement.

4.3 **STATEMENT OF BASIC PRINCIPLES.**

4.3.1 **Released Time.** Should the investigation or processing of any grievance in the opinion of the Superintendent require paraprofessional(s) and/or Union representative(s) be released from their regular assignments, the paraprofessional(s) and/or Union representative(s) shall be released without loss of pay or benefits.

4.3.2 **No Written Response.** If no written decision has been rendered within the time limits indicated by the step, then the grievance may be processed to the next step. Time limits, however, may be extended by written mutual agreement.

4.3.3 **Board-Union Cooperation.** The parties shall cooperate with each other in the investigation of any grievance.

4.3.4 **No Reprisals Clause.** No reprisals shall be taken by the Board or the Administration against any paraprofessional because of the paraprofessional's participation in a grievance.

4.3.5 **Grievance Withdrawal.** A grievance may be withdrawn at any level without establishing precedent.

4.3.6 **Pertinent Information.** The Union shall be furnished on request pertinent and readily available information relevant to the processing of the current grievance. Nothing herein shall require the Board or Administration to research or assemble information.

4.3.7 **Bypass to Superintendent.** If the Union and the Superintendent agree, any step of the grievance procedure may be bypassed, and the grievance brought directly to the next step.

4.3.8 **Bypass to Arbitration.** If the Superintendent and the Union agree, a grievance may be submitted directly to arbitration.

4.3.9 **Class Grievance.** Class grievances involving one or more paraprofessionals or one or more supervisors and grievances involving an

administrator above the building level may be initially filed by the Union at Step Three.

- 4.3.10 **Union Participation-Paraprofessional Represented.** The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no paraprofessional shall be required to discuss any grievance if the Union's representative is not present.
- 4.3.11 **Union Participation-Paraprofessional Not Represented.** When a paraprofessional is not represented by the Union the Union shall reserve the right to have its representative present to state its views at any stage of the grievance procedures.
- 4.3.12 **Opportunity for Attendance.** Conferences held under this procedure shall be considered at a time and place that will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- 4.3.13 **Personnel Files.** No written grievances, responses, or related correspondence shall be inserted in a paraprofessional's personnel file unless requested by the paraprofessional or unless required by law.
- 4.3.14 **Right to Present Grievances.** Every paraprofessional shall have the right to present grievances in accordance with these procedures. The Board acknowledges the right of the Union to assist or to be present at any level of the grievance procedure and the Union acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. The paraprofessional shall be present at any grievance discussion when the Administration, Union or other paraprofessional representative deems it necessary. At any stage of the grievance procedure, the grievant may be represented by a representative of his or her choice.
- 4.3.15 **Adjustment of Individual Grievances.** Nothing contained in this Article shall be construed to prevent any individual employee from discussing a problem with the Administration and having it adjusted without intervention or representation of Union representatives, provided the adjustment is not inconsistent with the terms of this Agreement.

ARTICLE V. **LEAVES**

- 5.1 **JURY DUTY.** A paraprofessional serving jury duty shall suffer no loss in pay, but the per diem allowance for serving shall be remitted to the Board as its sole and separate property.

- 5.2 **SICK LEAVE.** Each paraprofessional will be granted fourteen (14) days of sick leave a year with no loss of pay. Sick leave for part-time paraprofessionals will be proportional to the number of days per week that they are employed. Sick leave may be accumulated to a total of two hundred and forty (240) days. Those paraprofessionals who have already accumulated more than two hundred and forty (240) days by July 1, 2024 shall be able to retain previously accumulated sick leave days in excess of two hundred and forty (240) days. Paraprofessionals will receive a notice in October of the number of accumulated sick leave days to which he/she is entitled. This October notice of accumulated sick leave days shall be reported as days and portions of days.

Sick leave shall be recorded in half day or full day increments. A full day absence for a full-time paraprofessional shall be recorded as seven (7) hours and fifteen (15) minutes of sick leave used. A part-time paraprofessional's full day absence shall be prorated accordingly.

Paraprofessionals hired midyear shall receive a prorated number of sick days for that school year.

- 5.3 **PERSONAL DAYS.** The Board recognizes that personal obligations make it necessary to establish provisions for the granting of three (3) personal days per year. Personal days may only be used in half day or full day increments. Personal days not used during the school year shall rollover into unused sick days at the end of the school year.

When possible, notification and request for the personal day should be given to the Principal at least forty-eight (48) hours in advance. The Principal can cap the number of paraprofessionals approved for a planned full day personal day to two paraprofessionals per day. The Principal has the discretion to permit additional paraprofessionals to take personal days if coverage for their classroom is available. The denial of a request for a personal day can be appealed to the Superintendent and his/her decision will be final and such decision will not be precedential.

Personal days may not be taken before or after a holiday or vacation period, nor the first or last two weeks of school. Exceptions may be granted by the Superintendent at his/her sole discretion and such decisions will not be precedential.

Personal days shall be granted notwithstanding the above restrictions in order to permit the observance of a religious holiday.

- 5.4 **BEREAVEMENT LEAVE.**

5.4.1 If a paraprofessional needs to attend a funeral, one (1) day of bereavement leave may be requested.

- 5.4.2 A paraprofessional may request two (2) additional days for bereavement after the death of a member of his/her immediate family, as defined by Illinois School Code (105 ILCS 5/24-6, “parents, spouse, brothers, sister, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians and members of the immediate household”).
- 5.4.3 If a paraprofessional needs additional days for a bereavement event as described in the Illinois Family Bereavement Leave Act (“FBLA”), and within the time limitations specified by the FBLA, those additional days will be charged to his/her accumulated sick leave.
- 5.5 **SHORT-TERM PARENTAL LEAVE.** Eligible paraprofessionals are entitled to use up to thirty (30) days of their accumulated sick leave for birth, adoption, placement for adoption, and the acceptance of a child in need of foster care, as provided by law. Leave time exercised under this section shall run concurrently with FMLA leave, if eligible.
- 5.6 **GENERAL LEAVES OF ABSENCE.** The Board may grant leave of absence for purposes other than specified herein. Such leave may be for the balance of the current school term and one (1) additional full school term and shall be without pay and benefits unless otherwise specified by the Board. All requests for leaves shall be made on a form provided by the Administration. Reasons for the Board considering such leaves may be as follows:
- 5.6.1 Long-term parental leaves;
- 5.6.2 Formal approved education programs designed to acquire teacher licensure;
- 5.6.3 Foreign, military or government-sponsored programs;
- 5.6.4 Cultural, travel or work programs related to professional activities;
- 5.6.5 Campaigning for a public office to the extent necessary for such activities;
- 5.6.6 Health and hardship;
- 5.6.7 Serving in a public office; and
- 5.6.8 Other good reasons as determined solely by the Board.
- 5.7 **CONDITIONS APPLICABLE TO ALL LEAVES.**
- 5.7.1 Upon returning from leave to active employment, a paraprofessional will receive an available assignment suitable to his/her qualifications provided that leave status will not exempt a paraprofessional from a Reduction in

Force. Placement in his/her previous assignment is not guaranteed.

- 5.7.2 In all instances where a paraprofessional is granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, the employee shall advise the Superintendent no later than February 1, prior to the termination of such leave, of his/her intent to return to employment. Failure to give such notice shall constitute a resignation from employment and no action shall lie against the Board therefore.
- 5.7.3 Except in cases of emergency, all unpaid leaves intending to start prior to November 1 shall commence at the beginning of the school term provided that in any such case, the paraprofessional shall utilize sick leave day(s) and receive sick pay, if available, for any period of illness or disability prior to November 1.
- 5.7.4 Paraprofessionals who have not completed the probationary period are not eligible for general leaves of absence as established in Section 5.6 of this Agreement.
- 5.7.5 General leaves of absence shall be unpaid unless there is a qualifying reason for the use of sick leave, in which case any accumulated sick leave that has not yet been exhausted shall be used before a leave becomes unpaid.
- 5.7.6 Sick leave shall not accrue during a general leave of absence.
- 5.7.7 After the exhaustion of any leave qualifying under FMLA, if applicable, and after the exhaustion of any paid leave, if applicable, paraprofessionals on unpaid leaves of absence shall be allowed to remain on the District's insurance plans, with the paraprofessionals paying the full cost of such plans.
- 5.7.8 Time spent on a general leave of absence for a reason that qualifies for leave under FMLA shall run concurrently with FMLA leave.
- 5.7.9 Paraprofessionals granted a leave of absence hereunder shall agree in all cases, as a condition of precedent to the granting of such leave, to waive any claim to unemployment compensation. In the event such waiver is not effective, the paraprofessional agrees to reimburse the Board for any resultant unemployment compensation costs incurred by the Board.

ARTICLE VI.
FRINGE BENEFITS

- 6.1 **MEDICAL INSURANCE.** The Board agrees to provide each full-time paraprofessional with a hospitalization and major medical insurance policy. For

the term of the Agreement, the Board will offer one PPO policy and one HMO policy.

For any part-time paraprofessionals employed prior to the 2024-2025 school year and who commit to work over thirty (30) hours per week for each contract year shall be provided access to the benefits in this Section. For all paraprofessionals hired for the 2024-2025 school year and beyond, this Section shall control.

For those full-time paraprofessionals employed and working prior to the end of the 2019-2020 school year, the cost of single coverage shall be borne by the Board.

For those full-time paraprofessionals employed after the end of the 2019-2020 school year, the Board agrees to pay 90% of the premium cost for single coverage. For all full-time paraprofessionals electing dependent coverage, the Board agrees to pay 15% of the difference between the single and dependent premium cost for those full-time paraprofessionals with less than ten (10) years of District service and 25% of the difference between the single and dependent premium cost for those full-time paraprofessionals with more than ten (10) years of District service.

Full-time paraprofessionals are responsible to remit their portion of premium costs in July and August. Payment must be remitted to the District Business Office no later than the 1st of each month.

A full-time paraprofessional married to another District employee will not receive a credit for single health insurance coverage unless the full-time paraprofessional was receiving the benefit prior to the 2019-2020 school year.

For a full-time paraprofessional who declines the District's medical insurance coverage during enrollment of each year of this Agreement, the Board shall reimburse that full-time paraprofessional a maximum of \$1,000 in medical expenses, including premiums for medical insurance coverage with an insurer other than the District's health insurer. Full-time paraprofessionals must submit evidence of medical expenses to the District no later than May 15 to qualify for this reimbursement. The reimbursement shall be made on the first paycheck of June. If the full-time paraprofessional later accepts the District's medical insurance coverage, the Board shall adjust the maximum available reimbursement, by reducing the amount proportionally for the number of months of coverage under the District's medical insurance.

The benefits of the medical insurance coverage shall be no less than those in effect during the previous school year.

- 6.2 **DENTAL INSURANCE**. The Board shall provide each full-time paraprofessional at the Board's cost a group dental insurance policy. The benefits of the plan shall be no less than those in effect during the previous school year.

For any part-time paraprofessionals employed prior to the 2024-2025 school year and who commit to work over thirty (30) hours per week for each contract year shall be provided access to the benefits in this Section. For all paraprofessionals hired for the 2024-2025 school year and beyond, this Section shall control.

- 6.3 **LIFE INSURANCE.** The Board shall provide each full-time paraprofessional with a \$20,000 basic life and accidental death and dismemberment policy at the Board's expense.

For any part-time paraprofessionals employed prior to the 2024-2025 school year and who commit to work over thirty (30) hours per week for each contract year shall be provided access to the benefits in this Section. For all paraprofessionals hired for the 2024-2025 school year and beyond, this Section shall control.

- 6.4 **PAY PERIODS.** Salary shall be paid on a ten-month basis. Paraprofessionals shall be paid on the 10th and 25th day of each month. If the 10th or 25th falls on a holiday or weekend, the paycheck shall be deposited or available at the District Office for the paraprofessional on the preceding business day.

- 6.5 **MILEAGE ALLOWANCE.** Employees who are required to use their personal vehicles in the course of their employment or otherwise use their vehicles in authorized service to the School District shall be reimbursed at the standard mileage rate allowed by the Internal Revenue Code and Treasury Regulations promulgated there under, in effect during this Agreement.

- 6.6 **PAYROLL DEDUCTIONS.** Upon receipt of a written request from a paraprofessional, the Board shall deduct from such paraprofessional's regular paychecks any money designated by the paraprofessional for purposes of credit union, tax sheltered annuity plan, tax-deferred compensation, short-term disability plan and shall remit the designated amount to the person or company designated by the paraprofessional, provided at least five (5) District employees elect such specified deduction.

The Board shall provide training in Skyward (or equivalent program) as part of the new paraprofessional induction process. Support shall be available on an individual basis at the building level.

- 6.7 **FLEXIBLE BENEFIT PLAN.**

6.7.1 The Board shall maintain a cafeteria plan and flexible spending account that 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.

6.7.2 A paraprofessional may annually elect to participate by choosing to receive benefits not to exceed the maximum amount established by the Internal

Revenue Code in any plan year. The amount elected shall be deducted from the paraprofessional's compensation. Prior to the beginning day of the plan year, each paraprofessional shall, in writing, designate the dollar amount(s) elected for that year for each of the following benefits:

- a. Premiums for group medical, dental or other insurance, single or dependent coverage, to the extent such premiums are not paid by the Board.
- b. Reimbursement for the amount of the deductibles on the group insurance and for any other qualified reimbursed medical care as defined in the Internal Revenue Code.
- c. Reimbursement for qualified dependent care assistance as defined and allowed in the Internal Revenue Code.

6.7.3 The amounts designated may not be changed 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. Any amounts designated for which valid reimbursement claims are not made on a timely basis will be forfeited and not otherwise paid to the paraprofessional during that year or carried over to a succeeding plan, and such amounts shall become the property of the plan.

6.7.4 The dollar total of the designated benefits elected pursuant to the plan will be deducted in equal amounts from the paraprofessional's salary payments during the plan year.

6.7.5 Claims for reimbursement may be submitted no more often than once per month, in minimum amounts of not less than \$50.00 (except for the final month in a plan year), unless an agreement with a plan administrator provides otherwise. Claims for reimbursement must be for services received during the plan year.

6.7.6 The Board does not guarantee or, in any way, warrant that the salary reductions are non-taxable, said determination to be made by each individual paraprofessional.

**ARTICLE VII.
COMPENSATION**

7.1 **STARTING BASE SALARY.** Newly hired paraprofessionals shall receive the following starting base salaries:

2024-2025	\$18.00 per hour
2025-2026	\$18.25 per hour

- 7.2 **SPECIAL EDUCATION/BLENDED PRESCHOOL.** Paraprofessionals assigned to work in a special education or blended preschool setting shall receive an annual stipend of \$2,400 per year which shall be paid on a quarterly basis. The stipend shall be prorated for part-time paraprofessionals. The stipend will be applied for the duration of such assignment. Paraprofessionals normally in a general education position who substitute in a special education or blended preschool position for a full work day shall receive a salary enhancement of \$1.50 per hour for all of their regular work hours for that day.

Paraprofessionals who receive this stipend will not be eligible for the additional substitute rate when substituting in a general education setting (i.e. special education/blended preschool paraprofessionals would be able to substitute for a special education teacher and/or blended preschool teacher at the substitute rate but not able to substitute for a general education teacher).

- 7.3 **ADJUSTMENT FOR FIRST AGREEMENT.** Paraprofessionals with a start date after July 1, 2024 shall have base salaries established by Section 7.1 of this Agreement. Paraprofessionals with a start date prior to July 1, 2024 shall have their base salaries for the 2024-2025 school year established based on the structure below.

Start Date as a Paraprofessional	Base Salary
July 1, 2023 through June 30, 2024	\$19.00
July 1, 2022 through June 30, 2023	\$19.30
July 1, 2021 through June 30, 2022	\$19.60
July 1, 2020 through June 30, 2021	\$19.90
July 1, 2018 through June 30, 2020	\$20.20
July 1, 2017 through June 30, 2018	\$20.50
July 1, 2016 through June 30, 2017	\$20.80
July 1, 2014 through June 30, 2016	\$21.10
July 1, 2012 through June 30, 2014	\$21.40

Paraprofessionals with a base salary greater than \$20.00 per hour in the 2023-2024 school year, regardless of start date as a paraprofessional, shall have a base salary increase of 3.0% for the 2024-2025 school year.

- 7.4 **BASE HOURLY RATE INCREASE.** For the 2025-2026 school year, all continuing paraprofessionals shall receive an increase of \$0.90 per hour.

- 7.5 **RETIREMENT.**

7.5.1 **Insurance.** Upon retirement from the District, paraprofessionals with at least fifteen (15) consecutive years of full-time paraprofessional service in the District who are eligible to receive an IMRF annuity shall receive up to two hundred fifty dollars (\$250.00) per month to be utilized for the retiree's health insurance

premiums. This benefit ceases when the retired employee begins receiving Medicare coverage, or attains age 65, whichever occurs first. The employee must present proof of payment of insurance premiums before reimbursement will be made by the Board.

7.5.2 Service Stipend.

A. Eligibility

The following retirement benefit will be available for the duration of the Agreement for full-time paraprofessionals who meet all of the following eligibility criteria:

1. Completed at least fifteen (15) consecutive years of full-time paraprofessional service in the District.
2. Are considered by IMRF to be at least age fifty-five (55) on the date of retirement.
3. The resignation must be effective no later than the end of the school term in which the full-time paraprofessional is first eligible to retire with full benefits through IMRF. If a full-time paraprofessional has already met the age and service requirements to retire without discount prior to or during the 2024-2025 school year, the full-time paraprofessional must resign and retire no later than the end of the 2024-2025 school year. If the full-time paraprofessional will otherwise meet the age and service requirements during the term of the Agreement, the full-time paraprofessional must resign and retire no later than the end of the 2025-2026 school year to receive this benefit.
4. Have filed for participation in the IMRF retirement program with a retirement date no later than June 30, 2026.
5. A full-time paraprofessional hired after the effective date of this Agreement must provide the Superintendent with the following information within ninety (90) calendar days of the first day of employment and such other information as is appropriate to facilitate the implementation of this retirement benefit:
 - a. The number of years of creditable service with IMRF.
 - b. The number of years of creditable service with non-IMRF retirement systems in Illinois and other states which may be used for creditable service with IMRF.
 - c. Other optional service credit which may be available for creditable service with IMRF, such as leaves of absence or military service.

- d. The number of days of sick leave from other IMRF-covered employers available for service credit with IMRF.

Currently employed full-time paraprofessionals who are within ten (10) years of retirement eligibility will provide this same information by no later than January 15 of the first year of this Agreement. Thereafter, full-time paraprofessionals must provide such information by January 15 of the year they are within ten (10) years of retirement eligibility. Where available, the information must be provided in a statement from IMRF or other government agency or on a form developed by the District in consultation with the Union.

Before application to participate in this retirement program, all full-time paraprofessionals must provide an update to the District on the above information.

6. None of the full-time paraprofessional's increases in creditable earnings in the years used to determine the full-time paraprofessional's pension would cause the Board to be subject to any penalty or excess employer contribution to IMRF nor shall this retirement benefit be available to any full-time paraprofessionals whose retirement requires the District to make an excess or any employer/Board contribution or payment of any kind to IMRF.
7. To be eligible for these retirement benefits, a full-time paraprofessional must provide the Superintendent with an irrevocable letter of intent to retire no later than August 30, 2024 to retire at the end of the 2024-2025 school year and otherwise by February 1 of the school year preceding the full-time paraprofessional's last year of employment. The letter of intent to retire must indicate a retirement date at the end of the school year. Full-time paraprofessionals who elect to retire under the provisions of this program will receive only the benefits of this program and will not be entitled to receive any benefits under any retirement program negotiated in a successor bargaining agreement.

B. Benefit

The Board shall pay to each eligible retiree a post-retirement service stipend in the amount of \$500 for each year of full-time paraprofessional service (or equivalent thereof) in the District.

The service stipend shall be paid to each eligible retired paraprofessional in the form of a non-elective employer contribution into the 403(b) accounts of each such individual, provided that no contribution shall be made that causes a retiree's 403(b) account to exceed the applicable annual contribution limits under IRC §415(c) of the Code for any year.

The service stipend will not be due, owing or payable until after the first business day preceding the Board of Education meeting in November, but no later than November 30th.

If the amount payable to a retired paraprofessional exceeds applicable contribution limits under the Internal Revenue Code, the excess shall be contributed into the 403(b) accounts of affected retirees in the next calendar year and in each succeeding calendar year until the entire amount payable is contributed into the 403(b) accounts of such retirees.

Employees shall have no cash option to this non-elective employer contribution benefit. All contributions made hereunder shall be determined in accordance with applicable law.

No contributions may be made by the Board later than the end of the fifth year following the year in which the employee or former employee severed employment with the Board. Any amounts remaining unpaid at the end of that fifth year shall be forfeited.

Retiring paraprofessionals shall be paid the remainder of their contract on the last payroll of June of the year of the paraprofessional's retirement.

ARTICLE VIII. EFFECT/DURATION

- 8.1 **OPPORTUNITY TO BARGAIN.** The Board and the Union 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 from the area of collective bargaining.
- 8.2 **COMPLETE UNDERSTANDING.** Accordingly, the Board and the Union hereby understand and agree that:
- 8.2.1 This Agreement embodies the complete and final understanding reached by the parties as to the wages, hours, and terms and conditions of employment for employees covered by this Agreement.
 - 8.2.2 This Agreement may not be supplemented or amended during its term except by the written, mutual agreement of the Board and Union.
 - 8.2.3 The Union agrees that the Board shall not be obligated to bargain collectively with the Union during the term of this Agreement with respect to any matter pertaining to or having an impact on conditions of employment whether or not such matter may have been within the knowledge or contemplation of either or both of the parties at the time they

negotiated or signed this Agreement, except as otherwise specified in this Agreement.

8.2.4 Any individual contract between the Board and an individual bargaining unit member heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

8.2.5 The above does not, in any way, constitute a waiver on the part of the Union to bargain collectively over matters of wages or hours of employment. All terms and conditions of employment for future years, including without limitation, salaries, benefits, hours of employment, are the subject of negotiations for those years.

8.3 **SAVINGS.** 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 automatically be deleted from this Agreement to the extent that it violated the law. The remaining articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement if not affected by the deleted article, section or clause.

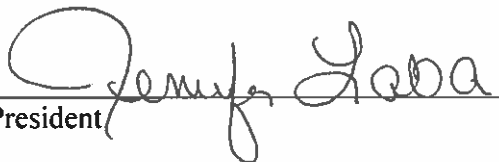
8.4 **DURATION.** This Agreement shall be effective retroactive to July 1, 2024 when signed by both parties and shall remain in full force and effect until the close of business on June 30, 2026, except as otherwise provided herein.

No item agreed to shall be deemed capable of renegotiation to be effective during the terms of this Agreement unless mutually agreed to in writing by the parties.

BOARD OF EDUCATION,
BLOOMINGDALE SCHOOL
DISTRICT No. 13,
DUPAGE COUNTY, ILLINOIS

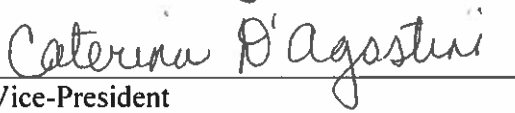
BLOOMINGDALE PARAPROFESSIONAL
COUNCIL, LOCAL 571, IFT-AFT, AFL-CIO

President



President

Secretary



Vice-President

DATED: _____

DATED: 8/19/24