

# Contract Agreement

---

Board of Education  
Hillsboro Community Unit School District No. 3  
and  
Hillsboro Federation of Teaching Assistants  
Illinois Federation of Teachers, Local 6613

Table of Contents

Article I- Recognition

1.1 Recognition ..... 5  
1.2 ..... 5

Article II- Negotiation Procedure

2.1 ..... 5  
2.2 ..... 5  
2.3 Impasse & Mediation ..... 6

Article III- Employee and Union Rights

3.1 Non-discrimination ..... 6  
3.2 Right of Representation ..... 6  
3.3 Personnel File ..... 6  
3.4 Right to Organize ..... 7  
3.5 Dues Deduction and Revocations ..... 7-8  
3.6 Meetings, Notices, and General Information ..... 8-9  
3.7 Files ..... 9  
3.8 Calendar Committee ..... 9

Article IV- Working Conditions

4.1 Breaks ..... 9  
4.2 Lunch Periods ..... 9  
4.3 Notice of Vacancy ..... 10  
4.4 Notification of Job Assignments ..... 10  
4.5 Job Descriptions ..... 10  
4.6 Childcare Tasks ..... 10  
4.7 SIP Days ..... 10

Article V- Reduction in Force

5.1 Notification to Union ..... 11  
5.2 Sequence of Dismissal List ..... 11  
5.3 Groupings ..... 11  
5.4 Notice to Employees ..... 11-12  
5.5 Recall ..... 12

Article VI- Leaves

6.1 Sick Leave ..... 12-13  
6.2 Personal Leave ..... 13  
6.3 Union Leave ..... 13  
6.4 Professional Conference and Workshops ..... 14

6.5 Leave of Absence	.....	14
6.6 Bereavement Leave	.....	14-15
6.7 Jury Duty	.....	15
6.8 Absence Without Leave	.....	15
<u>Article VII- Holidays</u>		
7.1	.....	15
7.2	.....	16
<u>Article VIII-</u>		
8.1 Workday	.....	16
8.2 Work Year	.....	16
8.3 School Closure and E-Learning Days	.....	16
<u>Article IX- Evaluation Procedures</u>		
9.1	.....	16
9.2	.....	16
9.3	.....	17
9.4	.....	17
9.5	.....	17
9.6	.....	17
9.7	.....	17
<u>Article X- Grievance Procedure</u>		
10.1	.....	17
10.2	.....	17-18
10.3	.....	18-19
10.4	.....	19
<u>Article XI- Discipline or Discharge</u>		
11.1 Probationary Period	.....	19
11.2 Discipline	.....	19
11.3 Discharge	.....	20
<u>Article XII- Fringe Benefits</u>		
12.1 Tuition Reimbursement	.....	20
12.2 Glasses/Contact Lens Reimbursement	.....	20
<u>Article XIII- Salary</u>		
13.1 Placement on Salary Schedule	.....	20
13.2 Credit for College Credit Hours	.....	21
13.3 Salary Schedules	.....	21
13.4 Ten- or Twelve-Month Schedule of Pay	.....	21
13.5 Substituting	.....	22
13.6 Extraordinary Care	.....	22

Article XIV- Effect of Agreement

14.1 Complete Understanding	.....	22
14.2 No Reprisal Clause	.....	22-23
14.3 Individual Contracts	.....	23
14.4 Saving Clause	.....	23
14.5	.....	23
<u>Salary Schedule</u>	.....	24-26

**Article 1: Recognition**

**1.1**

The Board of Education of Hillsboro Community Unit School District No. 3, hereinafter referred to as the Board, recognizes the Hillsboro Federation of Teaching Assistants, IFT/AFT Local 6613, AFL-CIO hereinafter referred to as the Union, as the sole and exclusive negotiating agent for all full time and regularly employed part-time teacher teaching assistants, special education teaching assistants, title teaching assistants and library teaching assistants, hereinafter referred to as teaching assistants. All administrators and certified teaching staff, supervisory, managerial, confidential, and short-term employees and students as defined under the Illinois Educational Labor Relations Act, and all other employees shall be excluded from the Bargaining unit.

**1.2**

The Board agrees not to negotiate with any other teaching assistant organization purporting to represent teaching assistants defined in 1.1 above as in the Union bargaining unit or with individual teaching assistants within the bargaining unit with regard to negotiable items as defined in Article II, Section 1, unless otherwise provided for in this Agreement or unless mutually agreed to by the parties during the term of this Agreement; provided, it is understood that the Board and the administration retain their right to discuss with individual teaching assistants in the district matters relating to the educational program which are beyond the scope of salaries and terms and conditions of employment covered by this Agreement.

**Article II: Negotiations Procedure**

**2.1**

The parties agree that their duly designated representative shall negotiate in good faith with respect to terms and conditions of employment. Each party shall select its own representatives. Negotiations shall begin no earlier than March 15.

**2.2**

The negotiations procedure shall encompass salaries, wages, and economic fringe benefits hereinafter referred to as "terms and conditions of employment."

### **2.3 Impasse & Mediation**

- A. If an agreement is not reached after a reasonable period of negotiation and within ninety (90) days of the scheduled start of the forthcoming school year either party may declare to the other that an impasse exists and submit the unresolved items to mediation.
  
- B. Either party acting for both may submit a letter to the Federal Mediation and Conciliation Service requesting assistance.
  
- C. Either party may use whatever counsel it deems necessary provided, however, the party using counsel shall pay for the expenses.
  
- D. If mediation is required during regular work hours, release time shall be provided for the Federation's negotiating team members, not to exceed six members.

## **Article III: Employee and Union Rights**

### **3.1 Non-discrimination**

The Board and the Union shall not discriminate against any member of the bargaining unit for reason of race, religion, marital status, age, gender, physical or mental disabilities, or national origin.

### **3.2 Right of Representation**

When any teaching assistant is required to meet with an administrator or appear before the Board concerning a matter which may result in discipline, the teaching assistant shall be entitled to have a representative of the Union present to advise them and represent them during such meeting if the teaching assistant so desires. This clause shall not apply to conferences held between administrators and teaching assistants pursuant to the normal, routine evaluation procedures of the district.

### **3.3 Personnel File**

Each teaching assistant shall have the right, upon request, to review the contents of his personnel file and to place therein written reactions to any of its contents, excluding confidential materials received prior to employment.

### **3.4 Right to Organize**

Teaching assistants shall have the right to organize, join and assist the Union and to participate in professional negotiations with the Board. teaching assistants shall also have the right to refrain from any or all activities. The Board shall not discriminate against any teaching assistant for reasons of his membership in the Union or participation in negotiations with the Board.

### **3.5 Dues Deduction and Revocations**

#### **A. Deduction and Revocation Issues**

1. The Board will deduct from the pay of each union member all current membership dues of the Union, provided that at the time of such deduction the Board has received a current signed authorization card for dues deduction, executed by the member.
2. The Board will commence dues authorizations within 30 days of notice from the Union and in accordance with the terms of an employee's written authorization, which is included on the Union's dues authorization card.
3. The Board will direct dues revocation requests to the Union. The Union will process and notify the Board of any revocations. The Board will not process dues revocations that they receive directly from a bargaining unit member without review by the Union.
4. The Board shall rely on information provided by the Union regarding whether dues deductions were properly authorized, revoked, canceled, or changed, and the Union shall indemnify the Board for any damages and reasonable costs incurred for any claims made by employees for deductions made in good faith reliance on that information.

#### **B. Access to Information and Employees**

Within ten (10) calendar days from the beginning of each school year and every thirty (30) days thereafter (unless there have been no changes since the previous list), the Board will provide the

Union with a list of all information to which the Union is entitled under the Illinois Educational Labor Relations Act.

### **C. FOIA Requests for Union Information**

As soon as practicable after receiving a request for any information prohibited from disclosure under the Illinois Educational Labor Relations Act, the Board will provide a written copy of the request, or a written summary of any oral request, to the Union. The Board will also provide the Union with a copy of any response it has made within five (5) business days of sending the response.

### **3.6 Meetings, Notices, and General Information**

- A. The Union shall have the right to hold a reasonable number of meetings on school district property after regular school hours provided such meetings in no way interfere with any aspect of the instructional program. Any out-of-pocket expenses to the district resulting from such meetings will be borne by the Union. As appropriate, given school district policy, such meetings will be scheduled with the district office or local school.
  
- B. The Union shall have the right to use faculty mailboxes and other intra-district communication channels for a reasonable volume of appropriate announcements relating to the conduct of the negotiating agent's business on behalf of the members of the negotiating unit. All material disseminated through school channels is subject to the approval of the superintendent or his designer.
  
- C. The Board shall make available to the Union President the following documents and kinds of information as they are received, completed, or compiled, or as otherwise indicated:
  - 1) Board agendas;
  - 2) Official minutes of Board meetings;
  - 3) Individual school policy manuals and revisions;
  - 4) Board policy manual and revisions;
  - 5) Annual auditor's report and Management Letter;
  - 6) Current fiscal year budget;

- 7) Statistical information pertaining to step placement, salary lane placement, extended service, and present insurance coverage of all employees covered by this agreement;
- 9) Any and all information, statistics, and records which may be relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement, as requested by the Union, as are open to the public by law;
- 10) Budget summaries when changes occur;

### **3.7 Files**

Space will be provided for the Union files and records on the basis of availability.

### **3.8 Calendar Committee**

The Union may appoint one member of the District's Calendar Committee.

## **Article IV: Working Conditions**

### **4.1 Breaks**

Teaching assistants shall be entitled to one (1) fifteen (15) minute break per four (4) consecutive hours of work time. Teaching assistants who work eight (8) hours per day or more shall be entitled to two (2) fifteen (15) minute breaks.

### **4.2. Lunch Periods**

A. Teaching assistants whose duties require attendance at school for four (4) or more consecutive clock hours on any school day shall be entitled to and be allowed a duty-free lunch period equal to but not less than thirty (30) minutes on each school day.

B. Lunch periods and breaks can be combined in any combination.

C. Any teaching assistant that voluntarily forfeits his/her duty-free lunch period in order to supervise a student lunch period shall be compensated at the employee's regular hourly rate.

#### **4.3 Notice of Vacancy**

All vacancies and newly created positions covered by this Agreement shall not be filled on a permanent basis unless notice of the vacancy has been sent by email to all employees covered by the Agreement. Any employee interested in the position may have a meeting with the Principal or Superintendent to discuss his/her interests and qualifications for the position. The Board of Education reserves the right to fill vacancies and newly created positions, subject to the terms and conditions of this Agreement.

#### **4.4 Notification of Job Assignments**

Teaching assistants will be notified in writing of any permanent changes to another building at least ten (10) calendar days prior to the effective date of the change. This paragraph shall not apply to temporary reassignments due to such situations as emergencies or absences of other employees or changes in the normal work routine caused by unforeseen circumstances.

#### **4.5 Job Descriptions**

A copy of the job description shall be provided to each teaching assistant upon hiring. The Administration should also provide each teaching assistant with any changes in job descriptions. The Federation shall be informed of any changes to job descriptions as well as new job descriptions. Job descriptions are not incorporated into this agreement.

#### **4.6 Childcare tasks**

Job descriptions may include childcare tasks such as changing diapers, catheterization, tube feedings or helping the child exercise. Training shall be provided for all such activities prior to the teaching assistant working with the student. No teaching assistant shall be required to administer medication to a student.

#### **4.7 SIP Days**

Teaching Assistants shall remain for the afternoon activities on a SIP Day at their regular rate of pay, unless otherwise approved by administration.

## **Article V: Reduction in Force**

Note: The following Article shall be effective for RIF's beginning at the conclusion of the 2023-2024 school year.

### **5.1 Notification to Union**

Should the Board decide to reduce the total number of teaching assistants, the Board or the Superintendent shall notify the Union at least thirty (30) days before the Reduction in Force.

### **5.2 Sequence of Dismissal List**

In addition to the Seniority List, the Board shall, in consultation with the Union, each year establish a sequence of honorable dismissal list categorized by positions and the groupings described below. Copies of the list must be distributed to the Union at least seventy-five (75) days before the end of the school year. This list will be compiled based firstly on performance categories based on evaluation followed by seniority.

### **5.3 Groupings**

Grouping 1 shall consist of each probationary employee who has not received an evaluation rating and each part-time employee regularly working fewer than thirty (30) hours in a regular work week and each employee with an Unsatisfactory evaluation rating on the employee's last performance rating. Grouping 2 shall consist of each employee with a Needs Improvement evaluation rating on the employee's last performance rating. Grouping 3 shall consist of each employee with a rating of Proficient on the employee's last performance rating. Group 4 shall consist of each employee whose last evaluation rating was Excellent.

### **5.4 Notice to Employees**

Teaching Assistants shall be placed in one of two categories: General and Extraordinary Care. Extraordinary Care Assistants shall perform the duties described in Section 13.6. Teaching Assistants shall be dismissed or have hours reduced in the order of their groupings within those categories. A Teaching Assistant subject to layoff shall have the right to bump another Teaching Assistant who is in the same category and who has less seniority than the Teaching Assistant subject to layoff. Among employees qualified to hold a position, employees in grouping 1 must be dismissed first and employees in grouping 4 dismissed last. Within grouping 1, the sequence of dismissal shall be at the discretion of

the Board. Within grouping 2, the sequence of dismissal shall be based upon the numeric evaluation score, with the employee with the lowest score dismissed first. As between or among employees in grouping 2 with the same numeric score and within each of grouping 3 and 4, the employee with the shortest length of continuing service with the district shall be dismissed first.

If a Teaching Assistant is removed or dismissed as a result of a decision of the Board to decrease the number of educational support personnel employees employed by the Board or to discontinue some particular service, written notice shall be mailed to the employee and also given to the employee either by certified mail, return receipt requested or personal delivery with receipt at least thirty (30) days before the employee is removed or dismissed. However, if a reduction in hours is due to an unforeseen reduction in the student population or a change in a student's Individual Education Program ("IEP"), then the written notice must be delivered to the employee as provided above at least five (5) paid school days before the hours are reduced. The employee with the shorter length of continuing service with the district, within the respective category of position, shall be dismissed first.

#### **5.5 Recall**

Employees within groupings 3 and 4 who are dismissed shall have recall rights for a period of one (1) year, measured from the first day of the school term following the reduction in force.

An employee subject to recall shall be notified in writing of the vacant position. Should an employee refuse to accept a vacant position, which is of equal to or greater pay than his or her previous position, within seven (7) calendar days of receipt of notice, that employee's recall rights shall be terminated, and the position offered to the next employee with recall rights who is qualified to fill the position.

Employees on layoff are obligated to advise the administration office of their current address and telephone number to facilitate notice of recall. Recalled employees shall have the accumulated sick leave, salary schedule position, and seniority they had when honorably dismissed.

### **ARTICLE VI: LEAVES**

#### **6.1 Sick Leave**

Each full-time teaching assistant shall be entitled to ten (10) days of sick leave, per school year without loss of pay, to be used for personal illness, quarantine at home, or serious illness or death in the

immediate family (as defined in 24-6 of the Illinois School Code). Part-time teaching assistants will receive sick leave on a pro-rata basis. If the eligible employee does not use the full amount of annual leave allowed, the unused days shall accumulate without limit. The Superintendent or designee may require a statement from a physician or spiritual advisor as a basis for paying for sick leave taken the day before or after a holiday. Sick leave may be taken in increments of no less than one-quarter of a day.

## **6.2 Personal Leave**

The Board shall grant two (2) days of personal leave without loss of pay. Other than in cases of emergency, personal leave requests shall be submitted with 48 hours' notice.

Personal leave days shall accumulate up to a maximum of four (4) days; thereafter, the days accumulate as sick days. No reason for requesting leave needs to be given. If four (4) consecutive days are requested, an advance of 10 school days' notice must be given. A teaching assistant may not use a fractional percent less than one-half day for personal leave. Fractional portions less than one-half day will be considered one-half day personal leave. No teaching assistant shall be granted personal leave on the day of a scheduled field trip under his/her supervision. The Superintendent's decision shall not be grievable.

Part-time teaching assistants will receive and accumulate personal leave on a pro-rata basis.

## **6.3 Union Leave**

In the event the Union desires to send representatives to local, state, or national conferences or on other business pertinent to Union affairs, the Union shall be granted four working days per year without loss of pay with a two-teaching assistant maximum on any one day. The days shall not accumulate from year to year. A two-day advance notice shall be given to the Building Principal.

In the event the Union desires to send an additional representative to a local, state, or national conference, the Union shall reimburse the Board for the total cost of that teaching assistant's salary for the additional day or days, not to exceed four working days.

#### **6.4 Professional Conference and Workshops**

Whenever the District requires Teaching Assistants to participate in professional development, the district shall cover the registration fees, hotel (if applicable), mileage and one moderately priced meal per day. Additionally, Teaching Assistants may submit opportunities to their building principal to review for consideration of funding.

#### **6.5 Leave of Absence**

After two (2) years of service to the Hillsboro Unit, a teaching assistant whose most recent evaluation rating was Excellent or Proficient, shall be granted a leave, without pay, upon request of the teaching assistant for the following reasons:

- Childcare (Maximum of two (2) consecutive semesters, to be used concurrently with any FMLA leave)
- Student teaching (maximum of one (1) semester)

Each request for such leave must be made in writing to the Superintendent by March 15 if the leave is to be for the year or for the first semester only. If the leave is to begin with the start of the second semester, the request shall be made by August 15.

The board guarantees the teaching assistant on leave of absence a job within the Unit if the teaching assistant notifies the board of his/her intention to return by October 1 before the return if the leave was of a year's duration or for the first semester only; if the leave began with the second semester, notification of return must be made by July 1.

No more than two teaching assistants of those eligible can avail themselves of this leave in any given year. If more than two apply, then leave shall be granted to those with the most seniority.

A teaching assistant can utilize a leave of absence only once in a five-year period.

#### **6.6 Bereavement Leave**

The Board shall grant three (3) days for bereavement for family members: parents, spouse, children (half, step, foster), grandparents, grandchildren, in-laws, siblings (half, step, foster), aunts, uncles, cousins, nieces, nephews. The superintendent or his designee may grant bereavement leave for other special cases. If additional days are needed for family members, sick leave may be used. A teaching

assistant may not use a fractional percent less than one-half day for bereavement leave. Fractional portions less than one-half day will be considered one-half day bereavement leave.

### **6.7 Jury Duty**

Any bargaining unit member summoned to jury duty shall be paid his/her full salary for each working day of absence, provided that the member pays the district jury. Such payments shall be handled by payroll deduction on a subsequent pay.

### **6.8 Absence without Leave**

Following exhaustion of all available leave as provided in this Article and of available leave under the Family and Medical Leave Act, employees may not be absent from work without a written statement signed by a physician or medical provider or the prior permission of the employee's supervisor. The district shall reimburse the employee for the cost of the office visit up to a maximum of \$100 per visit. Violation of this section shall be subject to discipline as provided in Article XI.

## **ARTICLE VII: HOLIDAYS**

### **7.1**

Employees shall be paid for the following holidays when the employee is scheduled to work the last school day before and the first school day after the holiday.

- Labor Day
- New Year's Day
- Columbus Day
- Martin Luther King, Jr.'s Birthday
- Veterans Day
- Presidents' Day
- Thanksgiving Day
- Spring Break Day
- Friday after Thanksgiving Day
- Christmas Day
- Memorial Day

## **7.2**

If any of the above legal holidays cease to be a legal holiday, they will cease to be days off with pay.

## **ARTICLE VIII: WORKDAY AND WORK YEAR**

### **8.1 Workday**

The workday shall consist of no more than eight hours, including a thirty (30) minute duty-free, paid lunch period.

### **8.2 Work Year**

Teaching Assistants shall follow the teachers' calendar of attendance including the 2 days prior to student attendance. Upon approval of the building principal, Teaching Assistants who work during evening hours such as Parent/Teacher conferences or Open Houses shall be paid at their regular hourly rate. Teaching Assistants shall have the right to decline work outside of the regular school day.

### **8.3 School Closure and E-learning Days**

All teaching assistants shall be paid their daily, regular rate of pay and benefits rendered for any school closure or E-learning day if the closure precludes them from performing their regularly scheduled duties and the employee would have reported for work but for the closure, except this requirement does not apply if the day is rescheduled and the employee will be paid their daily, regular rate of pay and benefits for the rescheduled day when services are rendered.

## **ARTICLE IX: EVALUATION PROCEDURES**

**9.1** The Union and the Administration shall meet together as needed to develop, review and update all evaluation procedures and instruments. Employees shall receive an overall rating of Excellent, Proficient, Needs Improvement or Unsatisfactory.

**9.2** Each employee will be given a copy of the evaluation procedures, instruments, and job description on or before the first day of student attendance.

- 9.3** A pre-evaluation conference between the evaluator and the employee shall be held to review the expectations of the parties and the procedures for the evaluation.
- 9.4** Each bargaining unit member shall receive a written evaluation at least once every two (2) years. Probationary employees shall be evaluated within the first six (6) months of employment. The supervisor shall meet with the bargaining unit member within at least ten (10) days of the completion of the evaluation to discuss the evaluation.
- 9.5** All copies of the written evaluation will be signed and dated by the supervisor and the bargaining unit member indicating that the evaluation was discussed.
- 9.6** Signature on the evaluation by the bargaining unit member does not necessarily imply agreement. If the employee believes the evaluation is incomplete or inaccurate, he or she may submit an objection in writing to the evaluator. The objection shall be attached to the completed evaluation.
- 9.7** There shall be no more than one (1) formal evaluation per year for non-probationary employees with an overall rating of Proficient or Excellent. However, nothing prevents the Administration from informally observing and documenting performance during the year.

## **ARTICLE X: GRIEVANCE PROCEDURE**

### **10.1**

A grievance shall mean only a complaint that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provision(s) of this Agreement.

### **10.2**

A. Every teaching assistant covered by this Agreement shall have the right to present grievances in accordance with these procedures. The teaching assistant may have the building representative of the Union present at any step of the grievance if he/she so desires.

B. Failure of a teaching assistant (or, in the event of an appeal to arbitration, the Union) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

C. It is agreed that any investigation or other handling or processing of any grievance by the grieving teaching assistant shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving teaching assistant or of the staff.

### **10.3**

A. An attempt shall be made to resolve any grievance in informal, verbal discussion between the complainant and the relevant administrator.

B. Second Step: If the grievance cannot be resolved informally, the aggrieved teaching assistant shall file the grievance in writing and, at a mutually agreeable time, discuss the matter with the administrator. The written grievance shall state the nature of the grievance, shall note the specific clause or clauses of the grievance, and shall state the remedy requested. The filing of the formal, written grievance at the second step must be within ten (10) days from the date of the occurrence of the event given rise to the grievance. The administrator shall decide on the grievance and communicate it in writing to the teaching assistant and the Superintendent within ten (10) school days after receipt of the grievance.

C. Third Step: In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teaching assistant shall file, within five (5) school days of the administrator's written decision at the second step, a copy of the grievance with the Superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved and the Superintendent or his designee shall meet to resolve the grievance. The Superintendent or his designee shall file an answer within ten (10) school days of the third step grievance meeting and communicate it in writing to the teaching assistant and the administrator.

D. Fourth Step: Within 15 days after the Superintendent's decision, the Union may submit, on behalf of the Union and/or the grievant, the grievance to final and binding arbitration. The Union and the Board

of Education shall follow the voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the administrators of the proceedings. Each party shall bear the full cost of its representation in the grievance procedure and shall share equally the cost of the arbitrator and the American Arbitration Association. If either party requests a transcript of the proceedings, that party shall bear the cost of the transcript. If both parties order a transcript, the costs of the two transcripts shall be divided equally between the Board and the Union

E. The Arbitrator, in his or her opinion, shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented in writing by the School District and the Union and his decision must be based solely and only upon his interpretation of the meaning or application of the express relevant language of the Agreement.

#### **10.4**

If the Union or any teaching assistant files any claim or complaint in any form other than under the grievance procedure of this agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

### **ARTICLE XI: DISCIPLINE OR DISCHARGE**

#### **11.1 Probationary Period**

A newly hired employee, who has not previously been employed in District, shall be a probationary employee for one (1) calendar year from the date of initial employment and, within that period of probation, may be discharged at any time without notice, additional compensation or assigning any reason whatsoever.

#### **11.2 Discipline**

Non-probationary employees will not be subject to discipline without just cause. The sequence and necessity of any steps of progressive discipline shall be determined by the Superintendent, depending on the circumstances of each case. The employee may submit a written response to any discipline issued by the administration or the Board, and the response will be placed in the employee's personnel file. The Union shall be advised in writing of all disciplinary actions.

### **11.3 Discharge**

Non-probationary employees will not be subject to discharge without just cause. When the Superintendent decides to recommend discharge to the Board of Education, the employee will be suspended with or without pay, as appropriate and consistent with Board Policy, pending a dismissal hearing before the Board of Education. The employee and the Union will be given written notice of the hearing and the reasons for the recommendation for dismissal.

## **Article XII: Fringe Benefits**

### **12.1 Tuition Reimbursement**

Teaching Assistants who are working on obtaining a teaching license shall be reimbursed in an amount up to Two Hundred Twenty-five Dollars (\$225.00) per credit hour. The courses must be in a teacher preparation program into which the teaching assistant has already been accepted or which have been approved in advance by the Superintendent or designee. The district will reimburse at this rate for up to six (6) credit hours per year. To qualify for this reimbursement, the teaching assistant must have received an Excellent rating on the prior year's evaluation and must receive a grade of "B" or better for each course subject to reimbursement.

### **12.2 Glasses/Contact Lens Reimbursement**

Employees shall be reimbursed for ~~loss of~~ damage of prescription glasses/contact lenses up to a maximum of Three Hundred Dollars (\$300.00) when the damage occurs during a direct interaction with a student.

## **Article XIII: Salary**

### **13.1 Placement on Salary Schedule**

For initial placement on the salary schedule, the Union and the District will work together to ensure all current teaching assistants are credited with the appropriate number of years of service.

In subsequent years, teaching assistants entering the system shall be granted full credit for each year of experience outside the district up to 10 years.

### **13.2 Credit for College Credit Hours**

For initial placement on the salary schedule, all current teaching assistants shall be placed in the lane of the salary schedule that reflects their number of earned college credits.

Subsequently, a teaching assistant may move horizontally on the salary schedule by either taking courses in a teacher preparation program into which the teaching assistant has already been accepted or which have been approved in advance by the Superintendent or designee. A teaching assistant must provide official proof of course credit by September 25 in order to move horizontally on the salary schedule for the Fall Semester or by January 30 to move horizontally on the salary schedule for the Spring Semester. Increased pay will be retroactive to the beginning of the semester in which the proof of course credit was provided to the district.

### **13.3. Salary Schedules**

The salary schedules for the 2023-2024 School Year through the 2025-2026 School Year are included in the appendices of the Agreement. Teaching assistants on the salary schedule will receive increases in the following amounts:

2023-2024 School Year: As written in Appendix 1

2024-2025 School Year: As written in Appendix 2

2025-2026 School Year: As written in Appendix 3

All employees on the salary schedule shall move forward one step with the start of the new academic year. Employees on step 20 move “off schedule” and shall receive the salary increase negotiated for employees “off schedule.”

### **13.4 Ten- or Twelve-Month Schedule of Pay**

Teaching assistants shall have the option of being paid on either a ten (10) month or twelve (12) month schedule. Teaching assistants who chose to spread their pay over twelve (12) months shall have their pay annualized and spread over twenty-four (24) equal installments. Teaching assistants who have insurance withholding must receive pay over 12 months.

### **13.5 Substituting**

A Teaching Assistant substituting as a teacher will receive an additional \$5.00 per hour of substituting.

### **13.6 Extraordinary Care**

At the beginning of each school year, the Union and the District will identify positions that qualify as Extraordinary Care. Teaching Assistants holding these positions are responsible for meeting the child's basic needs including but not limited to tasks such as communication, diapering, changing clothing, assisting with bathroom usage or other bodily functions, managing outbursts that consistently result in physical harm, and being the student's main source of interaction with peers and teachers.

Each year, teaching assistants who serve as Extraordinary Care will receive an additional \$0.75/hour to their base wages.

## **Article XIV: Effect of Agreement**

### **14.1 Complete Understanding**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or by specific agreement of the parties, and that the understanding and agreements arrived at by both parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the School District and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives any right which might otherwise exist under law, practice, or custom 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 referred to, or covered in the Agreement or with respect to any subject or matter not specifically referred to or covered in the 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.

### **14.2 No Reprisal Clause**

The Board of Education shall not place in any teacher assistant's personnel file any notices, warnings, or other documents concerning the teacher assistant's participation in a lawful work stoppage. The Board

further agrees that neither the Board nor any District administrator shall take any adverse action with respect to hiring, discharge, promotion, demotion, transfer of assignment, wages benefits, or hours because of the teacher assistant's participation in a lawful work stoppage, except as herewith provided.

#### **14.3 Individual Contracts**

Individual contracts of employment agreements shall not be inconsistent with the terms and condition of the Agreement.

#### **14.4 Savings Clause**

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

#### **14.5**

During the term of this Agreement, the Union agrees not to strike and to comply with Illinois State Statutes.

**Appendix 1: 23/24 Salary Schedule**

<b>Step</b>	<b>60 hours/test</b>	<b>90 hours</b>	<b>Bachelor</b>
1	\$16.00	\$16.32	\$16.65
2	\$16.16	\$16.48	\$16.81
3	\$16.32	\$16.65	\$16.98
4	\$16.48	\$16.81	\$17.15
5	\$16.65	\$16.98	\$17.32
6	\$16.82	\$17.15	\$17.50
7	\$16.98	\$17.32	\$17.67
8	\$17.15	\$17.50	\$17.85
9	\$17.33	\$17.67	\$18.03
10	\$17.50	\$17.85	\$18.21
11	\$17.67	\$18.03	\$18.39
12	\$17.85	\$18.21	\$18.57
13	\$18.03	\$18.39	\$18.76
14	\$18.21	\$18.57	\$18.95
15	\$18.39	\$18.76	\$19.13
16	\$18.58	\$18.95	\$19.33
17	\$18.76	\$19.14	\$19.52
18	\$18.95	\$19.33	\$19.71
19	\$19.14	\$19.52	\$19.91
20	\$19.33	\$19.72	\$20.11
Off Schedule	\$21.26	\$21.69	\$22.12

**Appendix 2: 24/25 Salary Schedule**

<b>Step</b>	<b>60 hours/test</b>	<b>90 hours</b>	<b>Bachelor</b>
1	\$16.25	\$16.58	\$16.91
2	\$16.45	\$16.78	\$17.12
3	\$16.66	\$16.99	\$17.33
4	\$16.87	\$17.20	\$17.55
5	\$17.08	\$17.42	\$17.77
6	\$17.29	\$17.64	\$17.99
7	\$17.51	\$17.86	\$18.21
8	\$17.73	\$18.08	\$18.44
9	\$17.95	\$18.31	\$18.67
10	\$18.17	\$18.54	\$18.91
11	\$18.40	\$18.77	\$19.14
12	\$18.63	\$19.00	\$19.38
13	\$18.86	\$19.24	\$19.62
14	\$19.10	\$19.48	\$19.87
15	\$19.34	\$19.72	\$20.12
16	\$19.58	\$19.97	\$20.37
17	\$19.82	\$20.22	\$20.62
18	\$20.07	\$20.47	\$20.88
19	\$20.32	\$20.73	\$21.14
20	\$20.58	\$20.99	\$21.41
Off Schedule	\$22.63	\$23.09	\$23.55

**Appendix 3: 25/26 Salary Schedule**

<b>Step</b>	<b>60 hours/test</b>	<b>90 hours</b>	<b>Bachelor</b>
1	\$16.50	\$16.83	\$17.17
2	\$16.71	\$17.05	\$17.39
3	\$16.93	\$17.27	\$17.62
4	\$17.15	\$17.49	\$17.84
5	\$17.37	\$17.72	\$18.08
6	\$17.60	\$17.95	\$18.31
7	\$17.83	\$18.19	\$18.55
8	\$18.06	\$18.42	\$18.79
9	\$18.30	\$18.66	\$19.04
10	\$18.53	\$18.90	\$19.28
11	\$18.77	\$19.15	\$19.53
12	\$19.02	\$19.40	\$19.79
13	\$19.27	\$19.65	\$20.04
14	\$19.52	\$19.91	\$20.31
15	\$19.77	\$20.17	\$20.57
16	\$20.03	\$20.43	\$20.84
17	\$20.29	\$20.69	\$21.11
18	\$20.55	\$20.96	\$21.38
19	\$20.82	\$21.24	\$21.66
20	\$21.09	\$21.51	\$21.94
Off Schedule	\$23.20	\$23.66	\$24.14