



**Paraprofessional Council
Local # 604
IFT, AFT, AFL-CIO**

and

Kankakee School District #111

2009-2012 Contract

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Article 1 Recognition

Recognition

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

Article 2 Union-Board Relations

2.1 Non-Discrimination

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

2.2 Implementation of Agreement

The Assistant Superintendent for Human Resources and one other Administrator and Union representatives shall meet at the request of

either party, at reasonable times, to discuss matters relating to the implementation of this Agreement.

2.3 Release Time – Council Officials

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

2.4 Use of Equipment and Facilities

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

2.5 Printing of Agreement

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

2.6 Union Right to Information

- A. The Union shall be furnished a copy of the agenda of every Board meeting three (3) days in advance of each regular or special meeting of the Board, including recommendations of the Superintendent and the minutes of the last meeting which will be mailed to the Union President on the day following approval. The Union President will receive a Board packet (exclusive of confidential information) prior to each Board meeting.
- B. A copy of the annual Audit and Budget shall be sent to the Union President when said copies become available.
- C. By December 1st and March 1st of each school year, the Union shall be supplied by the Administration with a list of Employees and their assignments, phone numbers and addresses.

2.7 Communications

- A. The Board and the Union recognize that it is desirable to maintain communication and understanding between them.
- B. The Board shall make available upon request to the Union any non-confidential information, statistics, and records which are relevant to negotiations, or necessary for the proper enforcement of the terms of this Agreement. A copy of the annual Audit and Budget shall be sent to the Union President when said copies become available.
- C. Names and addresses of all new hires shall be sent to the Union President and Treasurer as soon as they are hired.

2.8 Inclusion

The Board and Union agree that a representative of the Paraprofessional work group (to be selected by the Union) will be invited to participate on the “Inclusion Committee” set for in the Teacher’s contract when committee meetings are held.

2.9 Building Representative

There will be a Head Representative and Alternate Representative responsible for each building. Both representatives will be appointed by the Union Membership.

2.10 Management Rights

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

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

Article 3

Employee Rights

3.1 Personnel File

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

3.2 Vacancies

All known vacancies in established or newly created positions in the bargaining unit shall be posted in a prominent place at all job sites and shall be forwarded to the Union President. In addition, the Administration will notify the Union President of all vacancies via the District email. Any Employee applying for a position must do so in writing.

3.3 Transfers

- A. Voluntary Transfers
Employees who desire a transfer for the next school year to a position in a new category or to a different building shall notify the

Superintendent or designee, in writing, no later than March 15.

B. Involuntary Transfers

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

3.4 Seniority

Seniority is the continuous full-time length of time of employment effective with the date of hire. There will be a seniority list compiled for each full-time Employee group showing his/her date of hire and years of service. Another list will be compiled listing each part-time Employee groups, his/her date of hire and years of service. An updated seniority list will be sent to the Union President no later than February 1st.

3.5 Layoff

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

Full-time Instructional Paraprofessionals

Part-time Instructional Paraprofessionals
Full-time Library Clerks/Paraprofessionals
Part-time Library Clerks/Paraprofessionals
Bright Beginning Paraprofessionals
Part-time Title I Kindergarten Monitors
Special Education Paraprofessionals
Full-time Montessori Paraprofessionals
Part-time Montessori Paraprofessionals
Full-time Non-Instructional Paraprofessionals
Part-time Non-Instructional Paraprofessionals
Bilingual Paraprofessionals
Clerical Paraprofessionals
Vision and Hearing Paraprofessionals
Spanish /Language Facilitators

B. A laid-off Employee may fill a vacancy in another classification provided the Employee is qualified and no additional training is necessary. If it becomes necessary to hire and train a new Employee, then the laid-off Employee shall have the right to fill the vacancy.

C. If an Employee is removed or dismissed as a result of a decision of the School Board to decrease the number of Employees employed by the Board or to discontinue some particular type of educational support service, written notice shall be 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, together with a statement of honorable dismissal and the reason therefore.

3.6 Recall

Such Employees who are laid off shall be placed on a recall list for a period of one (1) year after the last date of employment. If a position becomes available and one or more persons are on the appropriate recall list, the Administration shall recall such a person in the inverse order of his/her layoff within the aforementioned classifications, provided he/she is currently qualified to perform the work in the job classification to which he/she is recalled. The Administration shall not hire a new Employee for an available bargaining unit position if there is

a person on an appropriate recall list who is currently qualified to perform the work of such position.

3.7 Discipline and Discharge

A. The Board agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures may include, but not necessarily be limited to the following:

Oral reprimand

Written reprimand

Suspension without pay (notice to be given in writing)

Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee for just cause as deemed appropriate by the Administration.

B. Pre-Disciplinary Meeting

Prior to disciplinary action being taken against an Employee, the Administration shall meet with the Employee and inform him/her of the reasons for any contemplated disciplinary action. The Employee shall be given the opportunity to present the Employee's side of the incident and to rebut any testimony. The Employee may have Union representation or any other representation as provided for in the Weingarten Rights.

Article 4 Grievance Procedure and Arbitration

4.1 Definition

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

4.2 Presentation of Grievance

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

4.3 General Provisions

A. All grievances must be presented promptly and in no event later than twenty (20) working days from the date of the condition or action giving rise to the complaint.

B. Only one (1) subject matter shall be covered in any one grievance. A written grievance shall contain a clear and concise statement of the grievance and indicate the issues involved, the relief sought, the date the incident of violation took place and the specific section or sections of the Agreement involved.

C. The grievance shall be presented to the Building Principal involved, in triplicate and be signed and dated by the grievance representative.

D. By agreement of the Grievant and the Administration, the grievance will be filed with the Superintendent or the Board of Education instead of with the immediate supervisor in any appropriate case.

E. An Employee who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation and no reference to grievance shall be placed in the Employee's personnel file.

F. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the lodging of an appeal at the next step of the procedure within the time limits allotted had a decision been given. Anything herein to the contrary notwithstanding, the filing of a grievance or appeal from any step of this grievance procedure shall be accomplished within the time limit specified, time being of the essence, and, in the event other time limits are not observed, the Administration's decision at the prior step shall be final and binding upon the parties and shall not be subject to

further appeal of any kind, provided, however, that the said time limits may be extended by mutual agreement.

G. Proceedings held under this Article will be conducted after school hours at times and places which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.

4.4 Procedure for Adjustment of Grievances

A. Informal Conference

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

B. Formal Procedure

1. Principal Level: In the event the grievance is not resolved informally, the principal or his/her designee shall meet and confer with the Grievant and the grievance representative within five (5) days after it is filed with a view to adjusting the grievance. Within three (3) days thereafter, the Principal or his/her designee will furnish his/her decision to the Grievant in writing.
2. Superintendent Level: Within five (5) days after the Principal renders his/her decision, an appeal therefore may be taken by the Grievant to the Superintendent. The Superintendent or his/her designee shall meet and confer with the Grievant within five (5) days with a view to adjusting the grievance, and within three (3) days thereafter the Superintendent or his/her designee shall render his/her decision to the Grievant in writing.
3. Board Level: Within five (5) days after the Superintendent or his/her designee renders his/her decision, an appeal may be taken by the Grievant or grievance representative from that decision to the Board. Within fifteen (15) days of the appeal to the Board, the Union or a duly designated representative may submit to the Board a written brief, argument, or statement in support of the grievance. No later than twenty (20) days following the appeal, the Board will issue a decision.

4. Arbitration: If the decision at Step 3 is not satisfactory to the Union, there shall be available a fourth and final step of impartial arbitration. The Union must submit in writing, within ten (10) days after receiving the Board's decision in Step 3, a request to enter into such arbitration. The arbitration shall be conducted by an arbitrator to be selected by the two (2) parties within then (10) days after said notice is given. If the two (2) parties fail to reach agreement on an arbitrator within the above ten (10) day period, the American Arbitration Association will immediately be requested to provide an arbitrator in accordance with the voluntary labor arbitration rules of said arbitration. The decision and/or award of the arbitrator shall be binding upon the parties. Expenses for the arbitrator's service and expenses which are common to both parties shall be borne equally by the Board and the Union.

Article 5 Working Conditions

5.1 Work Hours

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

A. Working days shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and those days of holiday observance as herein established according to the school calendar.

B. A full-time workday shall be seven (7) hours and thirty-five (35) minutes based on a 180 day contract year.

C. Part-time shall mean less than seven (7) hours and thirty-five (35) minutes.

D. Full-time Employees who work in excess of seven (7) hours and thirty-five (35) minutes shall be paid at their straight time rate based on a 180 day contract year. Any Employee who works in excess of forty (40) hours or more within the calendar week will be paid at the overtime rate of one and one-half times his/her Board-approved hourly rate of pay. All overtime assignments must be pre-approved by the Employee's supervisor.

5.2 Extra Duty

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

Should a Paraprofessional be asked to accompany a student to and from school on the bus, the Administration and Paraprofessional will work together to accommodate the student. The Paraprofessional will be provided the necessary training for the situation. In some cases it may be necessary to alter the starting and/or ending time of the day. If during the assignment, the work extends beyond the seven (7) hours and thirty-five (35) minutes, the Paraprofessional will be compensated in fifteen (15) minute increments at his/her rate per submitted time sheet. The Paraprofessional shall be covered under the District's insurance coverage for all activities carried on by the Paraprofessional staff in performance of their duties as set forth in the District's liability insurance plan.

5.3 Work Schedules

- A. Any Employee who works six (6) or more hours per day shall receive a thirty (30) minute duty free unpaid lunch period.
- B. Any part-time Paraprofessional who works a minimum of 4.5 hours per day shall receive one (1) fifteen (15) minute paid break per day. Full-time Paraprofessionals shall receive two (2) ten (10) minute paid break periods per day. The time of break shall be determined by the Paraprofessional's immediate supervisor or the Building Principal.

5.4 Required Conferences

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

5.5 Employee Absences

When an Employee calls in sick, it is the responsibility of the Principal, or his/her designee to contact a substitute. Under no circumstances shall it be the responsibility of the absent Employee.

5.6 Probationary Period

There shall be a ninety (90) working day probationary period for all new hires. At any time during the probationary period a newly hired Employee is subject to discharge. Employees who are discharged during their probationary period shall not have access to the grievance procedure in regard to their discharge.

5.7 Evaluation

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

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

When deemed appropriate by the Administration, each formal evaluation shall include an observation of the Employee's performance. Such observation shall be of reasonable length. No formal observation shall be conducted without the knowledge of the Employee.

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

As part of such evaluation, the evaluator shall seek to identify ways by which the Employee may overcome deficiencies which are noted.

For the first three (3) years of employment in the District, the Administration shall provide each Employee with a written evaluation at least once a year. After three (3) years of employment in the District, Paraprofessionals will be evaluated every other year. However, if the Administration sees a need to evaluate an individual more often, it may conduct evaluations more frequently. Such evaluations shall be conducted by the designated evaluator. The purpose of the evaluation shall be to improve the quality of service but shall not be construed nor shall any provision of this Agreement be construed, as creating any right to or interest in continued employment for any Employee.

5.8 Job Descriptions

The first year of this contract (2009-2010), all Paraprofessionals will receive a copy of their job descriptions, which will include any clarification, like inclusion, one-on-one. Thereafter, all newly hired Paraprofessionals will be given a copy of their job description upon hire. Any Paraprofessional who is moved to a new assignment will also receive a copy of his/her job description. The Board retains the right to determine the duties of the position.

5.9 Assaults on or by Paraprofessionals

A. Paraprofessionals shall report immediately to the Principal and/or designee all cases of assault or battery suffered by them in connection with their employment.

B. If deemed appropriate by the Administration, the Principal, or his/her designee, shall notify the proper authorities on behalf of the Paraprofessional. The Paraprofessional will be given an immediate opportunity to notify the proper authorities.

C. If criminal or civil proceedings are brought against a Paraprofessional alleging that he/she committed an assault or battery in connection with his/her employment, such Paraprofessional shall have legal assistance as is required by the Illinois School Code.

D. In any case where the rights of a Paraprofessional may be adversely affected by a decision of the Board, the Board shall take every possible precaution to prevent even the appearance of a Paraprofessional being

asked to resign prior to informing the Paraprofessional of his/her right to representation by a member of the Union.

E. The Board will pay no fees except for attorneys' fees that may be incurred pursuant to Section C.

Article 6 Leaves

6.1 Leaves of Absence

The Board may grant a leave of absence without pay for up to one (1) year. Upon completion of the leave, the Employee shall be assigned to the first vacant position for which the Employee qualifies. If the request for leave is due to a personal illness, the staff members will present, with the leave request, a physician's statement that states the nature of the illness and a recommendation concerning the beginning date and ending date for the leave. Employees on Board-approved leave will not be eligible for compensation or fringe benefits.

6.2 Personal Leave

Two (2) personal leave days will be permitted each year for Employees who work six (6) or more hours per day. Those Employees who work less than six (6) hours per day shall receive one (1) personal day. All unused personal days will be added to accumulated sick leave.

6.3 Sick Leave

A. Thirteen (13) days of sick leave will be granted for the first full year of employment for Employees who work four (4) or more hours per day. After the first year, sick leave will be granted at the rate of thirteen (13) days per full year of employment for Employees who work four (4) or more hours per day. If any such Employee does not use the full amount of sick leave thus allowed, the unused amount shall accumulate to the maximum allowable by IMRF, plus one additional year (thirteen days) of sick leave.

B. Sick leave will be granted for personal illness, quarantine at home, serious illness or death in the immediate family or household

(immediate family or household means: father, mother, husband, wife, child, brother, sister, grandparents, grandchildren, parent-in-law, brothers-in-law, sister-in-law and legal guardians.)

C. For those Employees hired after September 1st but before January 1st: a pro-rated portion of thirteen(13) days will be allowed for the first year; beginning the next school year, thirteen (13) days per year.

D. For those employed after January 1st: one (1) day of sick leave for each full month of service prior to the end of the school term, thirteen (13) days of sick leave for the first full year of employment, and thirteen (13) days each succeeding year.

E. Full-time Employees covered by this agreement employed by September 1st of a given school year, who have no sick leave absences or dock days during the school year, shall be awarded a perfect attendance bonus of one hundred-fifty (150) dollars at the end of that school year. These Employees employed by September 1st of a given school year, who have one (1) sick leave absence or dock day during the school year, shall be awarded an attendance bonus of seventy-five (75) dollars at the end of that school year.

6.4 Jury Duty

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

6.5 Family and Medical Leave Act

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

Article 7 Compensation & Benefits

7.1 Pay Dates

Employees shall be paid two times per month. Paydays are the fifteenth (15th) day of the month and the last day of the month. If the fifteenth (15th) or the last day of the month falls on a weekend or bank holiday, the payday will be on a Friday or the last working day immediately preceding the weekend or bank holiday. Pay is for hours worked during the previous month's pay period. Paychecks will be delivered to each school.

7.2 Dues Withholding

A. The Board agrees that it shall, upon the written request of an Employee, withhold compensation of that Employee any dues payable by such Employee to the Union. The Board shall transmit such withholdings to the Union on a monthly basis. Dues shall be withheld from each regular payroll period in an amount which is equal to his/her pro rata share of the annual dues payable to the Union. Any Employee who is not a member of the Union will be required to pay Fair Share fees as stated in Article 8 herein.

B. A list of Employees from whom dues deductions and Fair Share fees have been withheld will be forwarded to the Union by December 1st of each school year. The Union shall be notified of any changes made by members affecting dues deductions when said dues deductions are forwarded to the Union. Notification of effective date and termination date of any leave granted a bargaining unit member during the school year shall be provided to the Union on a monthly basis.

7.3 Mileage

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

7.4 Health Insurances

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

B. Costs to the Employee and District

For the 2009-2010 school year, the Board agrees to pay 95% of single coverage premiums and 80% of family coverage premiums.

C. For the 2010-2011 school year, the Board agrees to pay 95% of single coverage premiums and 80% of family coverage premiums, except that if the insurance cost increase exceeds 13% of the prior year's cost, the Board and the Employee will split 50/50 any premium increase over 13%.

Single Coverage Insurance Example:

Monthly Costs

YEAR 1 2009-2010

Breakdown

Insurance cost is \$523.32

	Board	Employee
Board pays 95%; Employee pays 5%	\$497.16	\$26.16

Year 2

Insurance Increase is 25%

	Board	Employee
First 13% (95%/5%)	\$16.16	.85
Remaining 12% split 50%/50%	+ \$56.91	\$56.91
	\$73.07	\$57.76
	+ \$497.16	\$26.16
Total Monthly Cost	\$570.23	\$83.92

7.5 Overtime

Full-time Employees who work in excess of seven (7) hours and thirty-five (35) minutes shall be paid at their straight time rate. Any Employee who works in excess of forty (40) hours or more within the calendar week will be paid at the overtime rate of one and one-half (1 ½) times his/her Board-approved hourly rate of pay.

7.6 Life Insurance

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

7.7 Tax-Sheltered Annuity

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

7.8 Tax Sheltering of Health Insurance Premiums

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

7.9 Summer School Employment

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

All available Paraprofessional positions for summer school employment shall be posted in each school and a copy given to the Union President.

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

7.10 Substituting for Teachers

In the event that an Employee who holds a valid and current Illinois state-approved substitute or teaching certificate is requested to

substitute for an absent teacher, he/she shall be paid a prorated Board-approved teacher substitute rate or his/her pro-rated salary, whichever is higher.

7.11 No Child Left Behind Reimbursement

This benefit is for current covered Employees who have passed a state-approved test which qualifies the Paraprofessional who was not qualified (less than 60 college hours) under “No Child Left Behind Act.” Upon successfully passing the state-approved test to designate the Employee as “highly qualified” under the No Child Left Behind Act, the Employee may submit proper verification to the Superintendent or his/her designee for reimbursement of testing cost. The Employee will be reimbursed a one-time testing cost of up to one hundred (100) dollars.

7.12 Salary Schedules

Full Time

Step	2009-2010		2010-2011	
	Yearly	Hourly	Yearly	Hourly
1	13,700	10.04	13,700	10.04
2	14,250	10.44	14,115	10.34
3	14,775	10.82	14,680	10.75
4	15,295	11.21	15,225	11.15
5	16,335	11.97	15,765	11.55
6	17,375	12.73	16,830	12.33
7	18,410	13.49	17,900	13.11
8	19,450	14.25	18,965	13.89
9	20,500	15.02	20,038	14.68
10	21,530	15.77	21,116	15.47
11	23,510	17.22	22,175	16.25
12	*	*	24,225	17.75

Part-Time

Step	2009-10	2010-11
	Hourly	Hourly
1	10.50	10.50
2	10.80	10.79
3	11.30	11.10
4	11.82	11.61
5	12.33	12.15
6	12.85	12.67
7	13.36	13.20
8	13.87	13.73
9	14.38	14.25
10	14.90	14.78
11	15.41	15.31
12	*	15.84

**Article 8
Fair Share**

8.1 Provisions

The provisions of this Article apply to Employees covered by the Agreement who were hired on or after the effective date of this Agreement and who are not Union members and to Employees covered by this Agreement who were Union members at any time on or after April 11, 2007, but who subsequently resigned from the Union. This fair share agreement does not apply to Employees hired before the effective date of this Agreement who were not Union members as of April 11, 2007.

8.2 Fees

A. Covered non-members shall pay to the Union each month their fair share of the costs of the services rendered by the Union that are chargeable to non-members under state and federal law.

B. The Union shall certify to the Board a fair share amount not to exceed the dues uniformly required of members in conformity with federal and state law and the rules of the Illinois Educational Labor Relations Board (IELRB).

C. Such fair share payments by non-members shall be deducted by the Board from the earnings of the non-member Employees and remitted to the Union within ten (10) day workdays for said deduction unless the Board is required to remit a fee to the IELRB for escrow.

D. The Board shall cooperate with the Union to ascertain the names of all Employee non-members of the Union from which earnings the fair share payments shall be deducted and their work locations and shall provide the Union space to post a notice concerning fair share.

E. The Union and the Board shall comply with the rules of the IELRB concerning notice, objections, and related matters contained in its fair share rules. The parties expressly recognize the right of covered non-members to challenge the amount of fair share fees. The fair share notice posted by the Union shall advise the covered non-members of their right to so object and the procedure for doing so.

Article 9 Scope and Duration

9.1 Maintenance and Amendment of Contract

This Agreement constitutes the entire and complete commitment and agreement between the parties concerning wages and terms and conditions of employment for the duration of the Agreement. The parties hereby agree that the Agreement is in full settlement of all outstanding issues between the parties and that this Agreement may be altered, changed, added to, deleted from, or modified only through

the mutual consent of the parties in a written, executed amendment to this Agreement. The Union specifically waives any rights it may have to bargain during the term of this Agreement with respect of any matter which could have been the subject of negotiations in the Agreement.

9.2 Savings Provision

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

9.3 No Strike

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

9.4 Duration

A. This Agreement shall become effective upon approval by the Board and the Union and shall continue in effect through June 30, 2012.

B. This Agreement will contain a Reopener Clause for the 2011-2012 school year. This will reopen the Salary and Health Insurance Benefits for negotiation.

C. This Agreement shall be renewed automatically from year to year thereafter, unless either party shall notify the other in writing no earlier than ninety (90) days prior to its expiration date that said party desires to change, modify, amend or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and adopted this 8th day of February, 2010, as evidenced by the signature of their respective officers affixed below.

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

Sally Smith
Hina Gibson

**Board of Education, Kankakee
School District No. 111**

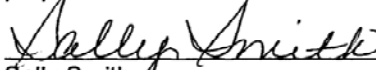
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Negotiations
Paraprofessional Council Local #604 & Board of Education
Kankakee School District 111

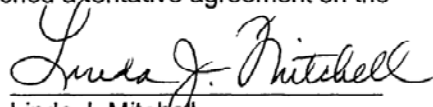
Board Proposed Letter of Understanding Regarding Professional Development and Orientation

Representatives of the Board of Education of Kankakee School District #111 and the Paraprofessional Council Local #604, IFT, AFT, AFL-CIO agree to meet as an ad hoc advisory committee to make a recommendation to the administration for a structure and process for the purpose of in-house professional development opportunities and the orientation of paraprofessionals. The committee will be under the leadership of the administrators appointed by the Superintendent. The Union leadership will select six (6) union representatives, from the following grade levels to serve on the advisory committee: 2 from Pre K-3, 2 from 4-6, and 1 from 7-12, and 1 from IMPACT. The advisory committee will discuss professional development that meets the needs of our staff and orientation for new staff. The advisory committee shall be in place for the 2009-10 and 2010-11 school years.

By the signatures below, both parties have reached a tentative agreement on the proposal stated above.



Sally Smith
Paraprofessional, Council Local #604



Linda J. Mitchell
Board of Education, KSD #111

1/27/10

Date

1-27-2010

Date

Category	Hrs. Daily	Yearly Hrs.	Lunch: 30 minute duty free, unpaid	Work Break	Sick	Accum. Sick/Per. Days	Personal	Funeral	Insurance	IMRF
FT Parapro	7 hr. 35 min.	1365	30 min.	Two: 10 min.	13 days	yes	2 days	1 day	yes	yes
PT Parapro	6 hr.	1080	30 min.	One: 15 min.	13 days	yes	2 days	1 day	yes	yes
PT Parapro	5 hr.	900	no	One: 15 min.	13 days	yes	1 day	1 day	no	yes
PT Parapro	4 hr.	720	no	no	13 days	yes	1 day	1 day	no	yes
PT Parapro	3 hr.	540	no	no	no	no	1 day	no	no	no