

**COLLECTIVE BARGAINING
AGREEMENT**

BETWEEN

**THE BOARD OF EDUCATION
OAK PARK SCHOOL DISTRICT 97**

AND

**THE OAK PARK TEACHERS'
ASSISTANTS ASSOCIATION**

IEA-NEA

2016-2017 through 2018-2019

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PREAMBLE

The mission of Oak Park Elementary School District 97, the educational prism through which students realize meaning and purpose in their lives, is to guarantee that each student achieves optimal intellectual growth while developing socially, emotionally, and physically through a system distinguished by: exemplary instruction focused on each student; commitment to the needs of a diverse population; meaningful partnerships with families and the community; celebrations of the power of art, music, and language; confident students challenged to be educational risk-takers.

A vital democracy depends on an educated citizenry. The community of Oak Park believes that maintaining a quality school district is critical to continuing the accomplishment of village aspirations and worth the wise investment of community resources. The Board of Education, together with employees in the District, shares the responsibility for achieving the mission of District 97.

Teacher Assistants have become important contributors to special education programs and to “at risk” students included within regular classroom settings. There are several ways Teacher Assistants help to improve the quality of individual educational programs and instructional activities. One of the most important contributions they make is to assist with individuals or small groups of students. Thus, teachers can more effectively plan and implement a comprehensive and focused program for all students in the classroom. Teacher Assistants enhance the quality of instruction and other activities that take place in the classroom.

ARTICLE I - RECOGNITION

- 1.1 The Board of Education of School District 97, Cook County, Oak Park, Illinois, hereinafter referred to as the "Board," recognizes the Oak Park Teacher Assistants' Association, and the Illinois Education Association/National Education Association, hereinafter jointly referred to as the "Association," as the sole and exclusive negotiating agent for all personnel employed by the District to work as classroom (special education and instructional) assistants who regularly serve in that capacity for three or more hours per day, hereinafter referred to as "employees."
- 1.2 The Board agrees not to negotiate or consult with any other employees' organization, individual employee, or groups of employees as defined in Section 1.1 above, with regard to negotiable items as defined herein, unless otherwise provided or mutually agreed to by the parties during the term of this agreement.

ARTICLE II – EMPLOYEE AND ASSOCIATION RIGHTS

2.1 Employee Discipline

Non-probationary employees may be disciplined for just cause. The term "just cause" includes the following: The violation of any rule, regulation, policy or directive of the Board or any directive from any administrator in the District as well as incompetency, cruelty, negligence or immorality. (Note: See Article 4.1 for Probationary Employee definition)

2.2 Non-Discrimination

The Board shall not discriminate against an employee by reason of race, creed, color, marital status, age, sex, national origin, disability, sexual orientation or membership in the Association. The Association agrees that the submission of any grievance under this contract to arbitration, as described in Article IX of this agreement, constitutes a waiver of the right of the Association to file charges with any administrative agency or to file any lawsuit alleging charges of discrimination arising out of the same operative facts as those which gave rise to the grievance.

2.3 Right of Representation

An employee is entitled to have present a representative of the Association at any meeting between the employee and an administrator concerning a subject which reasonably may lead to disciplinary action including warnings, letters of reprimand, and/or suspension against the employee.

2.4 Personnel Files

1. Employees will be provided access to their personnel files as provided by law.
2. The administrator issuing discipline will request the employee's signature on any disciplinary documentation that will be filed in his/her personnel file. A signature verifies that the employee has read the document. It may or may not indicate agreement. If the employee disagrees with information within the document s/he may submit a written response.

3. Should an employee refuse to sign the document, that refusal will be noted and the document will then be included in the employee's personnel file.
4. No disciplinary documentation shall be placed in an employee's personnel file until the employee has received notice that the documentation will be so filed.
5. Means of providing notice that a document will be placed in the file are as follows:
 - a. Hand-delivering the documentation with notification that the same will be placed in his/her personnel file or;
 - b. Emailing the documentation to the employee, with notification that the same will be placed in his/her personnel file. This option is not available if the employee's District 97 email has been disabled or;
 - c. Placing the disciplinary documentation in certified mail addressed to the employee, using the address on file in the Human Resources Office, with notification that the same will be filed in his/her personnel file.
6. An employee may respond in writing to any document placed in his/her personnel file. That response will be included in the personnel file.

2.5 **Right to Organize**

Employees shall have the right to organize, join and assist the Association and to participate in negotiations with the Board.

2.6 **Transfer Out of the Bargaining Unit**

Any employee promoted or transferred to a position outside of the bargaining unit will no longer be bound by this agreement.

2.7 **Employee Information**

The Association shall be provided the name, assignment, and hire date for all new and recalled employees not later than five (5) working days after employees assume their duties. By October 15th of each year, the Director of Human Resources shall be provided with current lists of officers.

2.8 **Use of District Facilities and Equipment**

The Board and the Administration will allow the Association to use available district facilities for committee, general or building employee meetings outside of school attendance hours as long as the request does not impede the normal progress of school activities. The Association shall have the right to request the use of equipment (computers and copiers) free of charge but material and service will be charged on a cost basis. The Association will also be allowed to use employee mail boxes and the District's inter-school mail service and employee bulletin boards.

2.9 **Association Membership**

Except as provided for in 2.9.B, Association membership is not mandatory. All applications and/or revocations shall be processed by the Association.

The Association shall file notice in the Business Office of the District as to the amount of dues payable by each employee.

The Board agrees to deduct Association dues uniformly required for membership in the Association, upon processing of individual authorization for dues check off, in accordance with the terms of the dues deduction authorization as indicated and will remit twice monthly the sum total of due to the Association.

The Association shall refund to the School Treasurer or the employee:

1. Any monies which may be remitted erroneously to the Association, or
2. Any dues which may be deducted erroneously.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments against the Board resulting from any action taken or not taken by the Board pursuant to any written communications from the Association under the above provisions.

2.10 Fair Share

1. Each bargaining unit member, as a condition of his/her employment on or before thirty (30) days from the date of commencement of duties shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues. The Association shall file notice in the Business Office of the District as to the amount of dues payable by each employee. The Board agrees to deduct Association dues uniformly required for membership in the Association, upon processing of individual authorization for dues check off, in accordance with the terms of the dues deduction authorization as indicated and will remit twice monthly the sum total of dues to the Association.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Board twice monthly.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, The Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a. The Employer gives immediate notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and
 - b. The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of Employer's non-negligent compliance with this Article.

It is expressly understood that this save harmless provision will not apply to any claim, demand, suit or other forms of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

6. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious view, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the rules and regulations of the Illinois Educational Labor Relations Board.
7. The Association shall refund to the School Treasurer or the employee:
 - a. Any monies which may be remitted erroneously to the Association, or;
 - b. Any dues which may be deducted erroneously.

The Association agrees to indemnify and hold the Board harmless against any and all claims, suits, orders, or judgments against the Board resulting from any action taken or not taken by the Board pursuant to any written communications from the Association under the above provisions.

ARTICLE III – MANAGEMENT RIGHTS

All management rights and functions, except those which are clearly and expressly abridged by this Agreement, shall remain vested exclusively in the Board. It is expressly recognized, merely by the way of illustration and not by way of limitation that such right and functions include, but are not limited to:

- 1) Full and exclusive control of the management of the District, the supervision of all operation, the methods, processes, means and personnel by which any and all work will be performed, the control of property and the composition, assignment, direction and determination of the size and type of its working forces;
- 2) The right to determine the work to be done and the standards to be met by employees covered by this Agreement;
- 3) The right to change or introduce new operations, methods, processes, means or facilities, and the right to determine whether and to what extent work shall be performed by the employees;
- 4) The right to hire, establish and change work schedules, set hours of work, establish, eliminate or change classifications, assign, transfer, promote, demote, release and lay off employees;
- 5) The right to determine the qualifications of employees, and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective and efficient operation.

ARTICLE IV – EMPLOYMENT TERMS AND CONDITIONS

4.1 Term of Employment

- a) Employees will serve a probationary period of 120 working days. The probationary period shall end at the conclusion of the 120 working days.
- b) During the probationary period, employees may have their employment terminated at the sole discretion of the Board.
- c) Following the probationary period, dismissal will be for just cause.

4.2 Work Year

The work year for employees shall be equal to 180 days, which includes the equivalent of 176 student attendance days and four (4) institute days. The hours paid for and the hours worked will correspond to the actual hours specified in the Board approved assignment.

4.3 Paid Holidays

Twelve (12) paid holidays shall be set aside on the calendar on which employees are not required to work but for which they shall receive work credit and compensation at their regular daily rate of pay. Annually, following the Board's approval of the school calendar, employees shall be provided written notice of the paid holidays designated by the Board for the subsequent school year.

4.4 Work Day

a. Full-Time

Excepting parent-teacher conferences as outlined in Article 4.4 c, the normal work day for full-time employees shall be 7 1/2 hours, which shall include an unpaid thirty (30) minute duty-free lunch period. Full time teacher assistants will be provided two (2) fifteen (15) minute paid breaks each day. Breaks will be scheduled with the teacher and approved by the principal to assure assigned students are adequately supervised.

b. Part-Time

The normal workday for part-time elementary employees shall be three and one-half (3.5) hours and for part-time middle school employees shall be four (4) hours. The workday shall include one (1) fifteen (15) minute paid break.

c. Starting/Ending Times

Annually, the Board shall establish the start and end times for students in each building. If the District changes the schedule, adjustments in the actual starting and/or ending times for employees will be made.

d. Parent/Teacher conference days

Parent-Teacher conference days shall be determined by the Board. The workday schedule for conferences shall be as follows:

On a half-day student attendance schedule followed by conferences, employees shall report to their designated staff development site sixty (60) minutes after student dismissal.

If teachers are dismissed following a half-day student attendance schedule, employees will be allowed to depart upon student dismissal.

4.5 **Duties**

Employees will generally be expected to be on duty for the usual six (6) hours of student contact time each day of scheduled student attendance. On days when the student contact time is less than six (6) hours, teacher assistants shall be involved in staff development activities or other duties as assigned. The duties of special education employees in regularly assisting special education students during student lunch time and the duties of an employee in regularly assisting students during bus arrival and/or departure shall be considered part of the normal work day. Tasks assigned during the additional duty time will include but not be limited to supervision of bus arrivals and departures, care for primary students, supervision of groups of students in before/after school activities, lunchroom/playground supervision, hallway and building security monitoring, and office help for the school secretary. Every consideration, including advance notice and consideration of previously stated priorities and preferences, will be given to the employee where there is a change in additional duty assignment during the school year. If during the school year an employee is unable to accept a change in the scheduled time for an additional duty assignment, he/she shall have the option of reducing the scheduled work hours to the six hours of student contact time. Employees who already work extended hours due to needs identified in special education may not be affected by the scheduling of this additional time.

4.6 **Overtime**

The normal work day for employees shall not exceed eight (8) hours. Any hours worked beyond a total of eight (8) will be compensated at one and one-half times the normal hourly rate of the employee. The employee must have the supervisor's (as defined in Article 10.1) approval prior to working any overtime. Such approval shall include the date(s) and hours to be worked and for which pay will be provided. Hours worked as part of section 4.7 below shall not count toward the normal work day.

4.7 **Extra-Curricular Work**

Any time worked for activities or projects not related to an employee's regular assignment must be voluntary and mutually agreed to by the employee and the supervisor as defined in Article 10.1. All such time will be rounded to the nearest quarter hour at the end of each pay period, and paid in the next pay period. Extracurricular activity work shall be compensated at a minimum rate of \$30 per hour, provided, however, that any overtime extracurricular activity work shall be compensated as set forth below. The employee must have the supervisor's approval prior to working any overtime. In the event participation in extra-curricular work results in an employee working more than 40 hours in a week total, then the employee shall receive the greater of the extra-curricular rate or one and one-half times their regular hourly rate. For example, if an employee has an hourly rate of \$18 per hour and works more than 40 hours in a week due to extra-curricular work, the employee would receive \$30/hour. If an employee has an hourly rate of \$22 per hour and they work more than 40 hours in a week due to extra-curricular work, the employee would receive one and one-half times their hourly rate which is \$33 per hour.

4.8 **Notification of Assignment**

At least twenty (20) calendar days prior to the first day of school, non-probationary employees will receive notice of their tentative assignments. The notice of the tentative assignment shall

include, if known, the location and name of their teacher to whom they are assigned. The notice will include a link to the job descriptions.

4.9 **Teacher Assistants – Permanent Reserve Teachers / Planning Substitutes**

- A. The Board reserves the right to employ teacher assistants who possess substitute teacher licensure or teacher licensure to serve as permanent substitutes or planning substitutes. Permanent reserve teachers will be assigned to a building but may be used district-wide to fill the position of an absent teacher or teacher assistant, and planning substitutes will be assigned for special education teachers.
- B. In addition to receiving his/her regular hourly pay, the permanent reserve teacher will receive a \$3.00 per hour stipend when substituting for a licensed teacher.
- C. In the event these employees are not assigned to substitute, they shall perform such duties as assigned by the principal. A permanent reserve teacher or planning substitute who refuses a substitute assignment will be sent home and not paid for the day.

4.10 **Duties/Substitute Service**

Except for employees hired as Teacher Assistants-Permanent Reserve Teachers / Planning Substitutes, the duties of employees shall be confined solely and exclusively to the assistance of licensed professional personnel in the performance of their professional duties. In no case shall any person working in a teacher assistant position be required to perform any duty which is prohibited to the position under the Illinois School Code.

Any employee who possesses the appropriate license shall be offered the opportunity to act as substitute/reserve teacher in the assigned classroom before the District attempts to employ a substitute/reserve from outside sources, unless special circumstances can be demonstrated that would necessitate the employee remaining in his/her assigned position. The assistant shall be paid the employee's regular hourly rate plus a \$3.00 per hour substitute stipend.

4.11 **Absence Detail Sheet**

Employees are required to sign an appropriate Absence Detail Sheet for each payroll period indicating that the days worked are consistent with the Board approved assignment. Prior to signing the sheet, the employee will review the information regarding attendance at work or absences. By signing the sheet, the employee verifies that the information recorded on the Absence Detail Sheet is accurate. Employees are to report inaccuracies to the secretary of the school. Failure to accurately report days worked may result in discipline or dismissal under the terms of Sections 2.1, 4.1 and 6.2 of this agreement.

4.12 **Notification of Communicable Diseases:**

An employee will be notified when his/her assignment involves work with a student who has a communicable disease which may affect the employee's health. Information regarding any student's medical condition is confidential and may not be disclosed by the employee.

4.13 **Illinois Licensure Qualifications**

Teacher assistants must meet the Illinois State Board of Education (ISBE) qualifications for paraprofessionals by having an Educator License with Stipulations (ELS) endorsed as a Paraprofessional Educator. ISBE qualifications for paraprofessionals are as follows:

- A. Is at least 20 years of age **and**;
- B. Holds a high school diploma or its recognized equivalent (GED) **and** has met **one** of the

following requirements:

1. Holds an associate degree (or higher) from a regionally accredited institution of higher education; (evidence is an official transcript); **or**
 2. Has completed at least 60 semester hours of credit from a regionally accredited institution of higher education (excluding remedial coursework); **or**
 3. Presents an official score report from Educational Testing Service (ETS) showing a score of 460 or higher on the ParaPro test; **or**
 4. Presents evidence of earning the following scores on the Work Keys test (offered by ACT): Reading for Information (4), Writing or Business Writing (3), and Applied Mathematics (4).
- C. Teacher assistants will comply with any changes to ISBE qualifications for paraprofessionals.

Teacher assistants may also meet Illinois licensure qualifications by possessing a Teaching License or a Substitute Teacher License.

4.14 **Staff Development**

The Association shall provide representation on any staff development committee appropriate to the professional needs of the Association.

4.15 **Employee Resignation**

An employee who resigns from his/her position shall give the Superintendent and Board written notice two (2) weeks prior to the effective date of such resignation.

4.16 **Specialized Training for Health-Related Procedures**

An Employee whose assignment includes performing complex health care procedures, such as catheterization, gastrostomy feedings, tracheotomy suctioning, etc. will be provided the following:

- A. Training by a licensed health professional identified by the board prior to being required to perform such duties.
- B. Supervision and documentation by the licensed health professional that the employee is properly prepared to perform the required tasks.
- C. Information regarding the chain of command and appropriate procedures to follow in the event of an emergency.

ARTICLE V - EVALUATION

5.1 **Purpose**

The evaluation of an employee is a continuous process. Its purpose is to provide an avenue for improvement and recognition of work well done. The Principal, in consultation with the supervising teacher, shall be responsible for evaluating employees to identify exceptional and satisfactory behaviors, areas that need improvement, and areas in which expectations are rarely met. Employee evaluation shall be conducted in accordance with the District 97 Teacher Assistant Evaluation instrument.

5.2 Evaluation Timeline and Copies of Evaluations

By September 15th of each school year (or in the case of an employee hired by the District after September 5th, within twenty (20) work days after the date of hire), the administrator will review the staff evaluation process, procedures and tool with employees. The administrator shall also clarify the evaluation components and performance expectations.

All employees shall meet with the building administrator or their administrative designee between April 15 and May 15 for their summative evaluation conference. Employees hired after March 1 of a school year will receive feedback, but not a formal summative evaluation for that school year.

Prior to each conference:

- 1) The evaluator shall initially complete the Teacher Assistant Evaluation Form.
- 2) The Teacher Assistant shall complete the Teacher Assistant Evaluation Form as a self-evaluation.
- 3) An evaluation conference shall be scheduled and documents shall be exchanged at least five (5) days prior to the conference.
- 4) An evaluation conference shall be held.

A signed copy of the summative evaluation shall be provided to the employee for the employee's signature no later than five (5) days after the conference. The employee's signature verifies that the employee has received and read the evaluation. The signature may or may not indicate agreement. A copy of the signed evaluation shall be included in the personnel file. In the event that the employee feels his/her evaluation report is incomplete or inaccurate, he/she may put his/her objections in writing and have them attached to the evaluation report to be placed in his/her personnel file.

5.3 Prior Conference

No action shall be taken which affects an employee's status or salary as a result of an employee's evaluation without prior conference with the employee, as described in Article 2.3. Employee status is defined as the right to work at his/her assignment during regularly scheduled hours within the work year.

5.4 Supervisor's Right to Observe

There will be no limit on the supervisor's (as defined in Article 10.1) right to openly observe, comment on, and recommend change in any aspect of the employee's performance or currently assigned duties at any time.

5.5 Ongoing Review of Evaluation Process

Annually, prior to the end of the school year, a committee consisting of two (2) District administrators and two (2) members appointed by the OPTAA President shall review feedback provided by evaluators and evaluatees to monitor whether the evaluation tool and process meets the purposes for which it was designed.

ARTICLE VI – TERMINATION AND LAY-OFF

6.1 Employee Termination

Employees may be dismissed as provided for in Articles 2.1, 4.1, 4.11 and/or 6.2.

6.2 Lay-Off

In the event it becomes necessary to honorably reduce the number of employees because of economic necessity, changes in pupil enrollment and/or program changes, employees so affected will be notified of the Board action subject to the terms and conditions of Illinois School Code. Employees so affected will be notified at least thirty (30) calendar days prior to the effective date of the layoff, together with a statement of honorable dismissal and the reasons therefore. Reductions shall be made in reverse order of seniority provided that the employee with the greater seniority possesses the qualifications necessary to fill the position of the laid off employee.

If a vacancy occurs at the beginning of the next school term or for one year thereafter, laid off employees shall be recalled in order of seniority, with the most senior being recalled first to any position for which he/she is qualified. An employee who declines recall to a position for which he/she is qualified shall forfeit his/her seniority and recall rights.

6.3 Termination Review

If an employee requests of his/her supervisor, as defined in Article 10.1, for a review of his/her termination, the request shall be granted. The employee's request for a termination review must be made in writing to the Superintendent or designee within five (5) days of the termination notice. The purpose of the termination review is to ensure the due process rights of the individual are upheld. Such meeting with the Superintendent or designee must occur prior to the Board taking final action on the termination.

ARTICLE VII – ATTENDANCE

Consistent attendance is an absolute requirement for the position of Teacher Assistant. Students with special needs, especially, require the daily presence of their Teacher Assistant to maintain satisfactory progress in their academic program.

A Teacher Assistant, not including probationary employees, with an irregular attendance record can expect to be questioned by the Principal, Director of Human Resources, or the Superintendent as to the reasons for those absences. Insufficient reasons for being absent will lead to a written warning indicating that the Teacher Assistant's job performance is unsatisfactory and stating that attendance must be highly regular in the future to continue in the employment of District 97. In the event of an unsatisfactory evaluation in the areas of attendance or punctuality (tardiness), or abuse of sick leave, the employee will be required to complete Payroll Input Sheets to document the hours worked each day. The supervising teacher, or where appropriate, the school Principal will sign the Payroll Input Sheet indicating verification of the information provided. In these instances, the Payroll Input Sheets will be used for adjustments of pay when necessary. The employee will be required to continue completing the Payroll Input Sheets until a subsequent evaluation indicates that the employee is meeting District standards for being at work in a regular and timely manner.

If attendance does not improve, or if attendance improves temporarily, the frequently absent Teacher Assistant can expect to be released from employment.

ARTICLE VIII - LEAVES

8.1 Sick Leave

Employees shall receive ten (10) days of sick leave per school year without loss of pay. Each sick leave day shall be equivalent in hours to the regularly scheduled hours per day that the employee currently is assigned to work. Excepting emergencies, employees using ½ day of sick leave, shall work through their normally scheduled lunch period if said lunch period is during their half day of work. Sick leave days shall accumulate to a maximum of two hundred forty (240) days. Accumulated sick days shall be equivalent in hours to the regularly scheduled hours per day that the employee is currently assigned to work.

8.2 Definition of Sick Leave

Sick leave shall be interpreted to mean personal illness or disability which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery therefrom, as well as adoption and placement for adoption, quarantine at home, or serious illness in the immediate family or household. As a basis for pay for leave after an absence of three (3) days due to illness, the Board may require proof of illness. Immediate family shall include parent, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, domestic partners and legal guardians.

The School Board may require a physician's certificate or, if the treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith, as a basis for pay during leave or after an absence of three (3) days for personal illness; or thirty (30) days for birth, adoption, or placement for adoption; or as it may deem necessary in other cases.

An employee may use all or any portion of his/her sick leave for his/her own illness or disability which shall include all disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth, and recovery therefrom.

8.3 Sick Leave Incentive

An employee hired before September 15, who does not use any of his/her sick days credited for a given year shall receive a bonus of two hundred dollars (\$200.00) payable by June 30th of the same year. If one (1) sick day is used, a bonus of one hundred dollars (\$100.00) shall be paid by June 30th of the same year and if two (2) days are used, a bonus of fifty dollars (\$50.00) shall be paid by June 30th of the same year.

8.4 Personal Leave

The Board shall grant each probationary employee two (2) personal business leave days per year (one day if employed on or after the first day of the second semester). The Board shall grant each non-probationary employee three (3) personal business days per year. A personal business day may be used only for matters which cannot be attended to outside of regular school hours. An employee planning to use a personal leave day shall notify his/her principal at least one (1) day in advance except in cases of emergency. The personal leave day may not be used

immediately before or immediately after a vacation period or holiday, or during the first or last weeks of the school term unless approved by the Superintendent. If the personal leave is not used by the end of the employee's work year, the unused day(s) will be added to the employee's cumulative sick leave balance. Each personal business leave day shall be equivalent in hours to the regularly scheduled hours per day that the employee is currently scheduled to work.

8.5 **President's/Association's Leave**

The Association President and/or his/her representative shall be released upon application to the Superintendent for not more than nine (9) days per school year from his/her duties for the purpose of performing his/her duties as Association President and/or to attend local, state, or national conferences. The Association shall reimburse the District for the cost of necessary substitutes for said released time provided as a result of this agreement.

8.6 **Bereavement Leave**

Three (3) days of bereavement leave shall be granted to any employee without deduction from available sick or personal leave when there has been a death in the immediate family as defined in 8.2. Any additional days of absence which may be needed will be counted as sick leave.

8.7 **Sick Bank**

The employer shall provide two (2) sick days per non-probationary employee per school year for each employee to establish and maintain a sick leave bank which shall have no less than two (2) days per each non-probationary employee. The contribution shall be based on the number of non-probationary employees as of the first Friday of each school year.

Eligibility

Each non-probationary employee covered by this agreement shall be entitled to withdraw from the Sick Leave Bank to a maximum of fifteen (15) days during any one (1) fiscal year.

To be eligible, an employee must meet the following criteria:

- A. Have used all his/her accumulated sick leave days.
- B. Be personally ill, or have a doctor certify that the employee's attendance is necessary during the illness of a member of the immediate family as defined in Article 8.2.
- C. Have been absent more than three (3) consecutive work days in connection with the same illness.
- D. Produce a doctor's certificate as proof of need.
- E. If an employee returns to work after five (5) or more days of illness covered at least in part by the sick leave bank, and then has further absences during the same school year related to the same conditions, these absences will also be covered by sick leave bank.
- F. Application for use of sick leave bank days must be submitted within five (5) days of the employee's return to work from the sick leave. Application for sick leave bank days is to be made to the Director of Human Resources stating the cause for the absence, the duration of the absence, and the number of days being requested from the Sick Leave Bank.

The Director of Human Resources shall make the initial determination regarding eligibility for sick leave bank days.

Appeal Panel

A Panel consisting of two (2) OPTAA officers and the Director of Human Resources will be established to review sick bank requests that are denied.

Any non-probationary employee may appeal the denial of a sick bank request to the Panel. Such appeal shall be made in writing to the Human Resources Director within thirty (30) days of the occurrence giving rise to the question.

The Panel shall, within five (5) school days of the appeal, meet with such employee to discuss the denial, and within five (5) school days thereafter, issue to the employee a written response to the appeal. All records regarding the use of the sick leave bank shall be accessible to the Panel. The Office of Human Resources shall maintain all records of the Sick Leave Bank for employees.

8.8 **Workers Compensation**

- A. Employees shall be compensated for work absence arising from injury incurred while in the course of employment according to the Illinois Industrial Commission Handbook on Workers' Compensation and Occupational Diseases.
 - 1. Employees who must lose time from work in order to recover from the injury or disease are entitled to receive weekly payments until they are able to return to work that is reasonably available to them.
 - 2. The employee will receive two-thirds (66 2/3%) of his/her average weekly earnings during the year before the accident or last exposure, subject to certain limits. This compensation is paid by the District's Workers' Compensation insurance carrier.
 - 3. No workers' compensation is payable for the first three (3) working days, unless the lost time continues for fourteen (14) or more calendar days from the date of injury.
- B. During the time an employee is authorized to be absent from work as a result of a Workers' Compensation claim, the district will continue to contribute to the cost of the employee's health, dental, and life insurance at the same rate as contributed during the time of active employment. The employee will continue to be responsible for paying his/her portion of such costs.
- C. All benefits payable by the District as indicated in Section 2 above to an employee shall remain in force for up to twelve (12) months from the date of commencement of Workers' Compensation claims. If retirement is elected by the employee, all provisions of the contract will be used to determine retirement allowances including the period of Workers' Compensation payments.
- D. The District and its employees recognize that safety is an important aspect of the work place. Accidents caused by employee negligence will not be tolerated. A member of the bargaining unit shall be invited to serve as a member of the District's Safety Committee.

8.9 **Unpaid Leaves**

Leaves of absence may be granted by the Board upon written application.

- A. A leave of absence of up to two (2) years may be granted to any non-probationary employee upon application to the Board for, including but not limited to; participating in the Peace Corps as a fulltime participant, cultural travel or work programs related to the employee's professional responsibilities, or engaging in study at an accredited college or university in a program reasonably related to the employee's professional responsibilities in the District.
- B. A leave of absence shall be granted to any non-probationary employee upon application to the Board for the purpose of child rearing contiguous with the birth or adoption of a child. Said leave shall commence upon request of the employee and shall terminate no

later than the end of the second full school year after the date on which the leave becomes effective.

C. Family and Medical Leave Act

Teacher Assistants who are eligible for leave under the Family and Medical Leave Act may exercise one of two choices:

1. The teacher assistant may use available paid leave first (as outlined in Article 8.1).
2. If the qualifying teacher assistant wishes to use the FMLA leave first, a written request for unpaid leave must be submitted to the Director of Human Resources at least thirty (30) days prior to the beginning of the planned absence or, in the case of emergencies, as soon as practicable. If unpaid leave is requested, employees will be eligible under the FMLA for up to twelve (12) weeks of leave within any rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Qualifying teacher assistants are not required to use paid leave first, and unpaid FMLA leave will not run concurrently with paid leave.

D. General Provisions

1. Seniority shall be retained during any authorized leave of absence but shall not be accumulated during any such period of absence of more than thirty (30) days.
2. Upon return from leave, an employee shall be placed at the same step on the salary schedule as he/she had when the employee commenced the leave, without advancement for the time spent on leave. An employee who had one hundred twenty (120) or more days of paid service in the school year immediately preceding a leave will advance one (1) step on the salary schedule upon return.
3. Written notice of an employee's intent to return from a leave must be submitted to the Director of Human Resources by January 31st in order to retain a position for the next school year. Upon returning from a leave, an employee will be restored to a position substantially equivalent to that in which the employee was employed prior to the leave, if such a position is available.

ARTICLE IX – EMPLOYEE COMPENSATION

9.1 **Salary Schedule**

Salary Schedule for 2016-17 thru 2018-19

| | | |
|----------|-----------------------|------------------------|
| | <u>LEVEL I</u> | <u>LEVEL II</u> |
| 2016-17: | \$16.50 | \$18.63 |
| 2017-18: | \$16.75 | \$18.91 |

2018-19: \$17.00

\$19.19

A. Initial Placement

Level I

New employees shall be initially placed at Level I throughout the term of this Agreement.

B. Advancement to Level II

Employees shall advance from Level I to Level II will advance to Level II upon completion of four (4) consecutive years of years of employment as a Level I teacher assistant. A year is defined as at least one hundred twenty (120) days.

Such advancement shall occur at the fifth (5th) consecutive school year as a Level I teacher assistant.

C. Roles compensation

Teacher assistants participating in approved leadership roles as determined and outlined in the Roles MOA shall receive \$30 for each school year of participation on the Committee. In the event participation in approved roles results in an employee working more than 40 hours in a week total, then the employee shall receive the great of the roles rate or one and one-half times their regular hourly rate. For example, if an employee has an hourly rate of \$18 per hour and they work more than 40 hours in a week due to roles work, they would receive \$30/hour. If an employee has an hourly rate of \$22 per hour and they work more than 40 hours in a week due to roles work, they would receive one and one-half times their hourly rate which is \$33 per hour.

D. Salary Increases

For 2016-17, current employees who had at least one hundred twenty (120) days of paid service in 2015-16 shall receive a 1.5% increase over their 2015-16 hourly rate.

For 2017-18, any employee who had at least one hundred twenty (120) days of paid service in 2016-17, shall receive a 1.5% increase over their 2016-17 hourly rate.

For 2018-19, any employee who had at least one hundred twenty (120) days of paid service in 2017-18, shall receive a 1.5% increase over their 2017-18 hourly rate.

9.2 Retention Recognition

Teacher assistants are eligible to receive retention recognition after they have completed 8 years of continuous service as a regular District 97 employee. The TA's first school year of employment must have been one hundred twenty (120) or more days of paid service in the school year to count as a year of service.

Such advancement shall occur as a lump sum payment at the start of the employee's ninth (9th) year of continuous, regular service on the first September payroll as specified below:

Retention Recognition for 2016-17 thru 2018-19

2016-17: \$300
2017-18: \$500

2018-19: \$600

9.3 Life Long Learning, Tuition Reimbursement and Mentoring:

- A. Teacher assistants are encouraged to submit proposals including developing and presenting courses relevant to teacher assistants in the district.
- B. Employees who participate in any coursework, or workshops pre-approved by the Director of Human Resources taken outside the regular workday will receive a stipend of \$150.00 upon satisfactory completion of each 3 credit hours. Fifteen CEUs (course equivalent units) will equate to one credit hour.

The stipend will accumulate and will be paid annually in the manner specified above.

- C. To qualify for a stipend the Stipend Credit form must be submitted to the Department of Human Resources no later than October 15th. Stipends will be paid in separate checks in two (2) installments, one-half payment at winter break and one-half payment at spring break.
- D. The District will reimburse employees for the cost of tuition for coursework pre-approved by the Director of Human Resources to a maximum of \$2,000.00 annually. To qualify for reimbursement, coursework must be successfully completed (i.e. a grade of "B" or better to apply for tuition reimbursement - if "pass/fail" is the only grading option available for a particular course, then "pass" will be acceptable) before the first day of the next school year and a transcript and a receipt for tuition paid must be submitted to the Department of Human Resources no later than October 15th.
- E. District 97 will provide OPTAA two thousand dollars (\$2,000.00) annually to assist with mentoring activities and stipends.

9.4 Fringe Benefits

A. Life Insurance

The Board shall provide term life insurance on behalf of employees who are eligible to participate according to the Plan document, in an amount equal to the employee's annual salary, to a maximum of \$50,000 for each employee.

B. Health Insurance

1. The Board shall offer single and dependent health insurance options.

For each health insurance plan effective July 1, 2016, the Board shall pay one hundred percent (100%) of the first seven percent (7%) of any annual premium increase in any Board-offered health insurance plan, provided the annual premium exceeds \$7,100 for single coverage and \$12,700 for dependent coverage. Any annual premium increase in excess of seven percent (7%) shall be split equally between the Board and the employee. If the annual premium increase is less than seven percent (7%), the Board's base contribution level for the following plan year shall be calculated based upon that annual percentage increase rather than 7% as provided in Example C below." If the Board's contribution would exceed the actual premium expense for a given plan, the Board will credit the excess to its insurance reserve.

Example A:

| | Annual Premium | Annual Premium | |
|------|----------------|----------------|-----------------|
| Plan | 2015-16 | 2016-17 | Difference \$/% |
| A | \$8,100 | \$8,991 | \$891/11% |

The Board pays 100% of the first 7% increase, or \$567

The Board and the employee split the remaining \$324, with each paying \$162

The Board's 2016-17 premium contribution for Plan A: $\$7,100 + \$567 + \$162 = \$7,829$

\$7,829 becomes the new base from which the 2017-18 Board contribution level will be established.

Example B:

| | Annual Premium | Annual Premium | |
|------|----------------|----------------|-----------------|
| Plan | 2016-17 | 2017-18 | Difference \$/% |
| A | \$8,991 | \$9,491 | \$500/5.56% |

The Board pays 100% of the first 7% increase, or \$500

The Board's 2017-18 premium contribution for Plan A: $\$7,829 + \$500 = \$8,329$

Example C:

| | Annual Premium | Annual Premium | |
|------|----------------|----------------|-----------------|
| Plan | 2015-2016 | 2016-2017 | Difference \$/% |
| B | \$9,125 | \$9,490 | \$365/4% |

The Board pays 100% of the first 7% increase, or \$365

The Board's 2016-17 premium contribution for Plan B: $\$7,100 + \$365 = \$7,465$

\$7,465 becomes the new base from which the 2017-18 Board contribution level will be established.

Example D:

| | Annual Premium | Annual Premium | |
|------|----------------|----------------|-----------------|
| Plan | 2016-2017 | 2017-2018 | Difference \$/% |
| B | \$9,490 | \$9,200 | (\$290)/(3.15%) |

The Board's 2017-18 premium contribution for Plan B remains at: \$7,465

Example E:

| | Annual Premium | Annual Premium | |
|------|----------------|----------------|-----------------|
| Plan | 2015-2016 | 2016-2017 | Difference \$/% |
| C | \$6,500 | \$7,000 | \$500/7.695% |

The Board's 2016-17 premium contribution for Plan C remains at: \$7,100*

*The Board's annual contribution is already higher than the actual premium.

Example F:

| | Annual Premium | Annual Premium | |
|------|----------------|----------------|-----------------|
| Plan | 2016-2017 | 2017-2018 | Difference \$/% |
| C | \$7,000 | \$7,800 | \$800/11.43% |

The Board pays 100% of the first 7% increase, or \$490

The Board and the employee split the remaining \$310, with each paying \$155*

The Board's 2016-17 premium contribution for Plan C: \$7,100+\$490+\$155 = \$7,745

*The employee shall only pay \$55 of the split because the Board's minimum contribution had not yet been met. \$7,745 becomes the new base from which the 2017-18 Board contribution level will be established.

2. If the cost for single HMO coverage exceeds the District benefit for HMO single coverage eligible teacher assistants shall receive a cash differential payment. Eligible employees in the bargaining unit must 1) be participating in a district health plan district and 2) earning less than \$40,000 annually. An eligible employee shall receive a cash payment that will be equal to the difference between the annual employer contribution towards single HMO coverage and the annual premium cost of single HMO coverage. This amount will be prorated for mid-plan year changes. Payment will be made in a lump sum upon completion of the applicable health insurance plan year.

Example:

| | Annual Premium | Annual Premium | |
|---|--------------------|----------------|-----------------|
| | HMO Single 2015-16 | 2016-17 | Difference \$/% |
| A | \$8,100 | \$8,991 | \$891/11% |

The Board pays 100% of the first 7% increase, or \$567.

The Board and the employee split the remaining \$324, with each paying \$162. Eligible employees would receive a cash payment of \$162.

Domestic partners are eligible for coverage. Eligibility for insurance is determined by the Board's plan. A joint employee/Board benefits committee will submit recommendations to the Board for approval.

If the Board changes its medical insurance contribution for the certified staff, employees covered by this contract will receive the same benefit.

An employee who is eligible for District health insurance and opts out of enrolling in the District insurance plan will receive a cash payment of \$500 which will be added to the employee's salary.

The Board will contribute a minimum of \$500 annually to the Health Savings Account of each employee who enrolls in the High Deductible Health Plan offered by the District, in accordance with the District's procedure for such contribution, the Health Savings Account plan documents, and applicable law.

C. Dental Insurance

The Board shall offer single and family dental insurance options. For 2016-2017 through 2018-2019, the Board shall contribute an amount equal to the single HMO annual premium for employees who elect single coverage and an amount equal to sixty percent (60%) of the family HMO annual premium for employees who elect family coverage or Employee + 1 coverage in any district plan. Domestic partners are eligible for coverage. A joint employee/Board benefits committee will submit recommendations to the Board for approval.

If the Board changes its dental insurance contribution for the certified staff, employees covered by this contract will receive the same benefit.

An employee receiving the cash payment alternative may participate in the dental insurance plan at his/her own expense.

D. Flexible Spending Plan

A pre-tax, flexible spending plan to shelter eligible medical expenses, health, dental and life insurance premiums, and dependent/child care expenses, consistent with the Internal Revenue Code Section 125, will be continued during this agreement. Employees will be responsible for the cost of participation in this plan.

E. Matching (Non-Elective) 403(b) Contributions

The Board shall make a matching contribution to each eligible employee's 403(b) account. To be considered eligible to receive an annual matching contribution, an employee must establish a 403(b) account and make personal contributions during the Plan Year. The Board will match, at a rate of 50%, the employee's first 4% of elective personal contributions (i.e., the Board will contribute

a maximum of 2%). Any matching contribution made to an eligible employee's 403(b) account shall be made by the Board in accordance with the 403(b) Plan Document and applicable law. All matching contributions will be made to the extent allowed by the Board's 403(b) Plan and applicable law. The Board may reduce or withhold entirely its matching contribution from the 403(b) account of any employee who is also receiving a retirement enhancement from the Board, if the matching contribution, when combined with the retirement enhancement, and any other creditable earnings received by the employee, would result in the employee receiving a greater than 6% increase over his/her prior year's creditable earnings.

| | |
|---|---|
| <p>Example - if an employee who earns \$20,000 contributes:</p> <p>1%/\$200</p> <p>2%/\$400</p> <p>3%/\$600</p> <p>4%/\$800</p> <p>5%/\$1,000</p> | <p>The Board will contribute:</p> <p>0.5%/\$100</p> <p>1%/\$200</p> <p>1.5%/\$300</p> <p>2%/\$400</p> <p>2%/\$400</p> |
|---|---|

9.5 Pay Day Provisions

Employees working a full school year will have the option to elect to receive their pay in twenty-two (22) or twenty-six (26) installments. All employees shall exercise their option to select either a twenty-two (22) or twenty-six (26) paycheck cycle by completing a written election form by no later than their first day of work for the school year. The election shall be irrevocable during the school year and may, thereafter, remain in effect unless revoked in accordance with notice issued by the District. The employee's first paycheck shall be issued beginning on the first payday after the first work day of the school year. Thereafter, pay periods for current employees will coincide with those of all other district employees through the remainder of the school year. Non-probationary employees who have not accepted assignments by ten (10) days prior to the opening of school and employees who, during the summer, are newly employed or reemployed from a reduction in force (R.I.F.) recall list will be processed within the established time requirements published by the Payroll Department. The date of the first paycheck will be verified by the Department of Human Resources at the time of employment.

9.6 Medical Examination Fee

In the event that it becomes necessary for the District to replace an employee's initial employment medical examination, the District shall pay for the required replacement medical examination.

9.7 Educators' Licenses

The Board shall reimburse an employee who submits proof of completion of either the ISBE paraprofessional educator license with stipulations or the teacher professional educator license renewal process.

9.8 Retirement Benefit

To recognize the contributions of those employees who have provided long and effective service to the students of the District, employees who have been employed in the District at least ten (10) years and who are eligible for and who retire under an IMRF covered pension plan will be eligible for the following benefits:

- A. All retiring employees shall be entitled to remain in the group health insurance plans until age 65 or until they are Medicare eligible at their own cost or as otherwise provided by the insurance carrier. For the first four (4) years of retirement, the Board will contribute a dollar amount toward the cost of a district-approved health insurance plan equal to that available as a contribution on behalf of the employee during the last year of active employment. Any additional premium costs will be the responsibility of the retired employee. In the event that an

employee is not eligible to remain in the group health insurance plan at any time during the first four years of retirement, the employee will receive a check for the contractually required contribution for the remaining benefit period.

9.9 Mileage Reimbursement

All employees assigned to more than one school shall receive reimbursement for actual mileage at the Federal rate. Reimbursement shall be made monthly upon submission of a record of mileage on the appropriate form.

ARTICLE X – GRIEVANCE PROCEDURE

10.1 Definitions

- A. Grievance – A claim by an employee, group of employees, or the Association, that there has been a violation, misinterpretation, or misapplication of the terms of this agreement.
- B. Grievant – The person, persons, or association making such claim.
- C. Day – Days when the District Office is open.
- D. Supervisor – The principal or his/her designee who is directly in charge of the grievant.
- E. Superintendent – The Superintendent of Schools, District 97.

10.2 Procedures

The parties hereto acknowledge that it is incumbent upon the employee and his/her supervisor to resolve problems through free and informal communications. When requested by the employee, the Association representative may accompany the employee in order to assist in the informal resolution of the grievance. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted, provided the adjustment is not inconsistent with the terms of this Agreement.

- A. **Level One** – The Formal Grievance Procedures begins when the employee or the Association presents the grievance in writing to the supervisor. The grievance statement must specify the nature of the grievance, section of this Agreement which has been violated, and the remedy sought. Such grievance shall be submitted within twenty (20) days of the occurrence or knowledge of the event giving rise to the grievance, or the event shall be non-grievable. The Supervisor shall arrange for a meeting with the grievant and Association representative to take place within ten (10) days after the receipt of the grievance statement. The supervisor shall provide a written answer to the grievance together with supporting reasons therefore. Copies shall be given to the grievant, the Association and to the superintendent within ten (10) days after the meeting.
- B. **Level Two** – If the grievance is not resolved at Level One, or if no written answer has been rendered within ten (10) days after the meeting at Level One, the grievant or Association may file the written grievance with the Superintendent within five (5) days of receipt of the Level One written answer or the due date of the Level One answer, whichever date is sooner. . The Superintendent shall schedule a meeting with the grievant, the Association and the

supervisor within thirty (30) days of receipt of the grievance. Within ten (10) days after such meeting, the Superintendent shall issue a written answer, including the reasons upon which the answer was based, with copies furnished to the grievant, the Association, and the supervisor.

- C. **Level Three** – If the grievance is not resolved at Level Two, or if no written answer has been rendered within ten (10) days of the meeting with the Superintendent, the Association may refer the grievance in writing to the Board within five (5) days. The Board or a committee appointed by the Board shall hold a formal hearing at a meeting called for this purpose on a date no later than thirty (30) days following receipt of the written grievance by the Board president or the next regularly scheduled Board meeting (whichever date is later). Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the hearing, the Board shall have fifteen (15) days in which to provide a written answer to the grievant and the Association.
- D. **Level Four** – If the grievance is not resolved at Level Three, or if no written answer has been rendered within fifteen (15) days of the meeting with the Board, the Association may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of 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 for the Level Three answer, then the grievance is deemed withdrawn. The Arbitrator shall have no power to alter the terms of this agreement. The Arbitrator shall have no power to amend, modify, nullify, ignore, add to, or subtract from the provisions of this agreement or any applicable Board policy. He or she shall consider only the specific issues submitted in writing by both parties and shall have no authority to decide any issue which was not submitted to him/her. The Arbitrator shall be without the power to make a decision contrary to, inconsistent with, or modifying or varying in any way the applicable laws and rules and regulations having the force and effect of law. The Arbitrator's decision shall be based solely upon his or her interpretation of the meaning or application of the specific terms of this agreement as applied to the facts of the grievance presented.

The Arbitrator is empowered to include in any award such financial reimbursements or other remedies as he/she judges to be proper. Each party shall bear the full costs for its representation in the arbitration. The cost of the Arbitrator and the American Arbitration Association shall be divided equally between the Board and Association. If either party requests a transcript of the proceedings, that party shall bear full responsibility for the cost of the transcript. If both parties order a transcript, the cost of the two (2) transcripts shall be divided equally between the Board and the Association.

10.3 **Withdrawing a Grievance**

A grievance may be withdrawn at any level without establishing precedent. The grievant or the Association must notify the Superintendent in writing if a grievance has been withdrawn. By mutual agreement between the Association and the Superintendent, any step of the grievance may be bypassed.

10.4 **Representation**

The grievant may elect representation at all stages of the grievance procedure by him/herself, and Association representative, or another employee. No reprisals of any kind shall be taken against any grievant.

ARTICLE XI – NEGOTIATION PROCEDURE

- 11.1 Pursuant to P.A. 83-1014, the Illinois Educational Labor Relations Act, the Board of Education and the Association shall appoint negotiators, and each party shall indicate a chairperson or chairpersons for its respective negotiating team.
- 11.2 In the final year of this Collective Bargaining Agreement, pursuant to P.A. 83-1014, the Illinois Educational Labor Relations Act, negotiations for a successor agreement shall start at the time mutually agreed upon by the respective chairpersons, provided that negotiations shall begin no later than April 1 of that year.
- 11.3 When total tentative agreement is reached on a new contract, such agreement shall be submitted to the Association and the Board for ratification. Upon ratification by both parties, the tentative agreement shall become the new contract between the parties.

ARTICLE XII – NO STRIKE

- 12.1 There shall be no strike, including sympathy strike, work stoppage, slowdown, boycott, picketing or other interruption or impeding of work during the term of this agreement. No officer or representative of the Association shall authorize, instigate, aid, or condone or participate in such activities.

No employee shall participate in any such activity, and the Board may discharge any employee who causes or participates in any strike, work stoppage, slowdown, boycott, picketing or other interruption or impeding of work. The Association shall inform all bargaining unit members of their obligation to adhere to the provisions.

ARTICLE XIII – PRINCIPLES OF PARTICIPATORY MANAGEMENT

- 13.1 The Principles of Participatory Management are as follows:
1. The person doing the job knows more about it than anyone else.
 2. That which is strategic must be validated by the operational; that which is operational must have strategic context in order to be significant.
 3. Authority, accountability, and information are commensurate.
 4. Decisions are made at the point of action/impact.
 5. Decisions that affect the group are made by agreement.

ARTICLE XIV – EFFECT OF AGREEMENT

14.1 Complete Understanding

The terms and conditions set forth in this agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the mutual written consent of the parties.

14.2 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 that law. The remaining articles, sections, and clauses shall remain in full force and effect.

14.3 Term of Agreement

This Agreement shall be effective the first day of the 2016-2017 school year and shall remain in effect until the end of the day before the first scheduled day of the 2019-2020 school year. The parties agree to confer regarding a limitation on the number of non-economic issues each party will bring to negotiations in 2019.

This Agreement is signed this _____ day of _____, 2016 In witness thereof:

Oak Park Teacher Assistants Association
Elementary School District 97

BY: _____
Co-President

Oak Park Public Schools

BY: _____
President

BY: _____
Secretary