

**COLLECTIVE
BARGAINING
AGREEMENT**

BETWEEN

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

97

AND

**THE OAK PARK TEACHERS'
ASSISTANTS ASSOCIATION**

IEA-NEA

2019-20 through 2022-2023

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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) teaching 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 Association 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.

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 174 full attendance days for students; four student attendance half-days (equivalent to 2 full days) during parent-teacher conferences; and four (4) Institute Days. During parent-teacher conference half- days, Teaching Assistants will only work the ½ days when students are in attendance. (For example, teaching assistants will work the morning session of conference days if the students at their school attend the morning session. Teaching assistants will work the afternoon session of conference days if the students at their school attend the afternoon session.) 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.

At times, teacher assistants may work on a paid holiday to support students who are participating in school/district events such as BRAVO or CAST. In the event an employee works on a paid holiday, the teaching assistant will be compensated for hours worked on the holiday at their regular hourly rate in addition to the holiday pay. Employees must receive prior written approval from a supervisor to work on a holiday.

4.4 Work Day

a. Full-Time

Excepting parent-teacher conferences as outlined in Article 4.4 d, 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. The administration may alter the start and end times for Teaching Assistants based on the needs of the student. Such times will be communicated on the notice of assignment (Section 4.8) provided to Teaching Assistants.

4.5 Work Week

The standard work week shall start at 12:00 a.m. Thursday through the following Wednesday at 11:59 p.m.

4.6 Duties

Employees will generally be expected to be on duty for the usual six (6) hours of student instructional time each day of scheduled student attendance. On days when the student instructional 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. The administration will make an effort to limit supervisory duties to a maximum of ninety (90) minutes per day. The parties agree to revisit this daily limit in December of 2019. 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.

4.7 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 4.8 below shall not count toward the normal work day.

4.8 Extra-Curricular Rate

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 administrator to whom the teaching assistant reports. 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 administrator's written 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. Some examples of when the extracurricular rate would be

paid include serving as a scorekeeper, coaching a sport, leading a club, mentoring a student, etc.

4.9 Notification of Assignment

At least five (5) school days prior to the last day of school in the current school year, teacher assistants will receive notice of their tentative assignments for the following school year.

4.10 Teacher Assistants – Permanent Reserve Teachers / Plan Time 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 plan time 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 classroom teachers at the elementary level.
- B. In addition to receiving his/her regular hourly pay, the permanent reserve teacher and plan time sub will receive a \$6.00 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.

4.11 Duties/Substitute Service

Except for employees hired as Teacher Assistants-Permanent Reserve Teachers / Plan Time 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 not authorized for 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 \$6.00 per hour substitute stipend.

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. Teacher assistants will comply with any changes to ISBE qualifications for paraprofessionals.

4.14 Staff Development

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

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

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 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 appropriate procedures to follow in the event of an emergency.

An Employee whose assignment includes toileting, lifting and/or positioning (this includes newly hired employees, employees who support students with newly identified needs in this area, and employees newly assigned to positions that require toileting, lifting and/or positioning) will be provided with the following:

- A. Instructor led training by a certified and/or licensed individual with expertise in the outlined areas
- B. Ongoing and job embedded training by employee request to the OPTAA building representative

An Employee whose assignment includes de-escalation of student behavior and/or the physical management of students who require said management (this includes newly hired employees, employees who support students with newly identified needs in this area, and employees newly assigned to positions that require this level of student support) will be provided with the following:

- A. Crisis Prevention Institute (CPI) training by a certified CPI trainer
- B. Information regarding the appropriate procedures to follow in the event of student crisis.

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 15th, within twenty (20) work days after the date of hire), the administrator will review the staff evaluation process, components, procedures, tool, and performance expectations with employees.

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 provided the employee submits their written response with twenty (20) Teacher Assistant work days of receipt of the evaluation.

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 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 the Board has any vacancies for the following school term or within one calendar year of the beginning of the following school term 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 makes a written request to Human Resources for a review of his/her termination before the Board in Executive Session, the request shall be granted. The purpose of the termination review is to ensure the due process rights of the individual are upheld.

ARTICLE VII – ATTENDANCE

Consistent attendance and punctuality is an absolute requirement for the position of Teacher Assistant. Students require the daily presence of their Teacher Assistant to maintain satisfactory progress in their academic program.

A non-probationary teacher assistant who has an irregular attendance record or is routinely late for work 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 or late will lead to a written warning indicating that the teacher assistant's attendance and/or punctuality is unsatisfactory and stating that attendance must improve or further disciplinary action may result.

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 Attendance 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 January 21st). 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 three (3) days 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 Board and Association agree that for the duration of this 2019-2023 Agreement the sick leave bank shall be continued.

Provisions for use:

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 in one (1) fiscal year.

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

- A. have used all of her/his accumulated sick leave days.
- B. has incurred or experienced an acute, catastrophic, or prolonged illness or injury that is considered life-threatening or could result in a serious residual disability. Examples of acute or prolonged illness or injury which would qualify for drawing from the bank include:
 - i. A serious chronic or debilitating illness, impairment, injury, or physical/mental condition that involves high intensity or high frequency of treatment; or
 - ii. A long-term condition that is so serious that if not treated would likely result in an extended period of incapacity or death; or
 - iii. Emergency surgery.

Elective surgery does not qualify as personal illness for purposes of drawing from the sick leave bank.

Application for Sick Leave Bank - The employee submits certification from a physician of their acute, catastrophic, or prolonged illness or injury to substantiate their request to draw from the sick leave bank. Certification must be submitted on a District-provided form.

Sick Leave Bank Funding - The Sick Leave Bank shall be funded through the following mechanisms:

- A. For the 2019-20 school year only, the District shall make a deposit into the Sick Leave Bank. The total number of days to be deposited will be equal to the number of full time

Teaching Assistants employed by District 97 at the end of the 2018-2019 school year.

- B. If the sick leave bank balance falls below 60 days, then all bargaining unit members will contribute a day to the bank.
- C. Donation by Retiring Employees: Retiring employees may donate any unused sick days to the Sick Leave Bank which have not been used for IMRF service credit and for which they have not otherwise been compensated.
- D. Days donated may not be withdrawn and are recorded as consumed on the individual member's official District record of accumulated sick leave.
- E. The employee shall not have to pay back in any manner the number of sick days withdrawn from the Bank.
- F. The Sick Leave Bank balance (i.e. number of unused Sick Leave Bank days) shall accumulate and carry over from year-to-year.
- G. Sick Leave Bank Committee - A Sick Leave Bank Committee shall be established upon the effective date of this agreement and shall hold its first meeting by October 1, 2019. The Committee shall consist of OPTAA members selected by the OPTAA Executive Board. The Human Resources Department will provide support and technical assistance to the Sick Leave Bank Committee as they begin their work. The Sick Leave Bank Committee shall be responsible for administering the Sick Leave Bank, which includes, but is not limited to:

Making eligibility determinations;

- a. Determining the number of days granted to each applicant;
 - b. Ensuring that days are granted in accordance with contractual guidelines. All medical certifications and other documentation and information reviewed and discussed by the Sick Leave Bank Committee shall be considered confidential. Any decision rendered by the Sick Leave Bank Committee is final. An employee may not appeal any decision by the Sick Leave Bank Committee.
- H. Sick Leave Bank Hold Harmless - The Association agrees to hold harmless the Board, its members, employees and/or agents from and against any claims, grievances, causes of action, or liability resulting from the operation and administration of the Sick Leave Bank, including but not limited to, any claims based upon the Sick Leave Bank Committee's denial of a request for donated sick leave days. In the event that any claims, grievances, actions, or causes of action resulting from the operation and administration of the Sick Leave Bank are filed against the Board, its members, employees and/or agents, the Board shall retain the exclusive right to select counsel to defend such claims, grievances, actions, or causes of action and/or to determine whether such claims, grievances, actions, or causes of action should be compromised or settled.

8.8 Workers Compensation

Employees who are involved in an accident or incur an injury at work shall file an incident report detailing the facts related to the incident. Employees who are injured on the job are eligible to apply for workers compensation benefits. The District and its employees recognize that safety is an important aspect of the workplace. 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 full-time 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 not be for more than six (6) months.
- C. General Provisions for 8.9A and 8.9B
 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.
 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. The employee's failure to submit a timely notice of intent to return will be considered a resignation effective January 31st. 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.
- D. Contractual Medical Leave

Teacher Assistants who are eligible for contractual medical leave under this Section 8.9(C) can receive up to 12 workweeks of unpaid, job-protected leave during the "rolling" twelve-month period measured backward from the date of any previous contractual medical leave. Teacher Assistants may take contractual medical leave for a continuous period of time or on an intermittent or reduced schedule basis, subject to specific approval from the Assistant Superintendent for Human Resources.

1. Eligibility: Teacher Assistants are eligible for contractual medical leave if: (1) they have worked for the District for at least 12 months (consecutive or non-consecutive), and (2) they have worked at least 171 days during the 12month period preceding commencement of the leave.

A Teacher Assistant will not be eligible for contractual medical leave under this section of the CBA if he or she is also eligible for leave pursuant to the Family and Medical Leave Act.

2. Reasons for Leave: Teacher Assistants may only receive contractual medical leave under this section of the CBA for the following reasons:

- a. For the birth and care of the Teacher Assistant's newborn child;
- b. For placement with the Teacher Assistant of a child for adoption or foster care;
- c. To care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- d. To take medical leave when the Teacher Assistant is unable to work because of a serious health condition.

A serious health condition for purposes of Sections 2(c) and 2(d) above, is an illness, injury, impairment, or physical or mental condition that involves inpatient care or continuing treatment by a healthcare provider. Contractual medical leave under this section of the CBA does not apply to routine medical examinations (such as a physical) or to common medical conditions (such as an upset stomach), unless complications develop. A serious health condition does include any period of incapacity due to pregnancy or for prenatal care.

- e. Due to a qualifying exigency affecting the Teacher Assistant's immediate family member (spouse, child, or parent) who is a military member on "covered active duty" or called to covered active duty.
 - i. Covered Active Duty: In order for the employee to take leave for a qualifying exigency under 2(e), the military member must be on covered active duty, under a call to covered active duty status, or have been notified of an impending call or order to covered active duty.

For members of the Regular Armed Forces, covered active duty is duty during the deployment of the member with the Armed Forces to a foreign country.

For members of the Reserve components of the Armed Forces (members of the U.S. National Guard and Reserves), covered active duty is duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

Deployment to a foreign country means deployment to areas outside of the United States, the District of Columbia, or any territory or possession of the United States. It also includes deployment to international waters.

- ii. Qualifying Exigency: An eligible Teacher Assistant with a family member on covered active duty may take contractual medical leave for the following qualifying exigencies:
 - 1. Issues arising from the military member's short notice deployment (i.e., deployment within seven or fewer days of notice);
 - 2. To make or update financial and legal arrangements to address a military member's absence;

3. To attend counseling for the employee, the military member, or a child of the military member when the need for that counseling arises from the covered active duty or call to covered active duty status of the military member and the counseling is provided by someone other than a health care provider;
 4. To attend military events and related activities, including official military ceremonies and programs or informational briefings related to the military member's covered active duty sponsored or promoted by the military or military service organizations;
 5. To spend up to 15 calendar days with a military member who is on rest and recuperation leave;
 6. Certain childcare and related activities for the military member's child while the military member on covered active duty;
 7. To attend post-deployment activities within 90 days of the end of the military member's covered active duty or to attend to issues arising from the death of a military member while on covered active duty;
 8. Certain person care activities for the military member's parent who is incapable of self-care; or
 9. Any other event that the Teacher Assistant and the District agree is a qualifying exigency. Both the Teacher Assistant and the District must agree to the timing and duration of the leave.
3. Notice to District: Teacher Assistants must provide at least thirty (30) days' advance notice when the need for contractual medical leave is foreseeable.
 4. Requirement for Medical Certification of a Serious Health Condition: When a Teacher Assistant requests contractual medical leave due to his or her own serious health condition or a covered family member's serious health condition, the Teacher Assistant must provide medical certification from a health care provider in support of the leave. The District may also request periodic recertification or second or third medical opinions (at the District's expense) of a serious health condition.
 5. Requirement for Certification of a Qualifying Exigency: When an eligible Teacher Assistant requests contractual leave for a qualifying exigency, the District may request the following information and documentation:
 - a. A copy of the military member's active duty order (or other official documentation issued by the military) which indicates the military member is on covered active duty or called to covered active duty status, which need be provided only once per deployment;
 - b. A statement or description of the appropriate facts regarding the qualifying exigency;
 - c. The approximate date on which the leave began (or will begin), and how long and/or how often leave will be needed; and

- d. The contact information for any meeting with a third party and a brief description of the purpose of the meeting.

The District may contact a third party to confirm the nature of a third-party meeting, but may not request additional information from the third party during this contact. The District does not have to obtain permission from the Teacher Assistant for this contact.

The District may not require second and third opinions or recertifications for contractual leave for a qualifying exigency.

6. Job Restoration and Health Benefits: Upon return from contractual medical leave, a Teacher Assistant will be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. The District shall maintain health care coverage for the duration of the Contractual Medical Leave at the same level and under the same conditions that existed at the time of the commencement of this leave.
7. Concurrent Use of Accrued Paid Leave: A Teacher Assistant will use accrued paid leave concurrently with his/her unpaid medical leave under this section of the CBA.

E. Contractual Military Caregiver Leave

Eligible Teacher Assistants may take up to 26 workweeks of leave in a single 12-month period to care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the service member. An eligible Teacher Assistant is limited to a combined total of 26 workweeks for any leave-qualifying reason set forth in Sections 8.9(D) and 8.9(E) of the CBA during the single 12-month period.

Eligibility, notice, job restoration, health benefits, and concurrent use of accrued paid leave for contractual military caregiver leave are the same as for contractual medical leave in Section 8.9(D) of the CBA.

1. Current Service Member: A covered service member means a current member of the Armed Forces, including a member of the U.S. National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.
2. Veteran: A covered service member also means a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness, and who was discharged within the previous five years before the Teacher Assistant takes contractual military caregiver leave to care for the veteran.
3. Serious Injury or Illness: A serious injury or illness for a current service member is an injury or illness that was incurred by the service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his/her office, grade, rank, or rating. A serious injury or illness may also result from the aggravation of a pre-existing condition in the line of duty on active duty.

A serious injury or illness for a veteran is an injury or illness that was incurred in the line of duty when the veteran was on active duty in the Armed Forces, including any injury or illness that resulted from the aggravation of a preexisting condition in the line of duty on active duty. The

injury or illness may manifest itself during active duty or may develop after the service member becomes a veteran.

A serious injury or illness of a veteran must be either:

- a. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating;
 - b. A physical or mental condition for which the veteran has received a United States Department of Veterans Affairs Service Related Disability Rating (VASRD) of 50% or more and the need for care is related to that condition;
 - c. A physical or mental condition because of a disability or disabilities related to military service that substantially impairs the veteran's ability to work, or would do so absent treatment; or
 - d. An injury for which the veteran is enrolled in the Department of Veterans' Affairs Program of Comprehensive Assistance for Family Caregivers.
4. Certification for Contractual Military Caregiver Leave: The District may require that a request for contractual military caregiver leave be supported by a certification. Second and third opinions and recertifications are not permitted for certification of a serious injury or illness of a covered service member when the service member is treated by a Department of Defense, Veterans Affairs, or TRICARE health care provider. However, if the covered service member is seeking care from a private (non-DOD) health care provider, the District may request a second or third opinion.

ARTICLE IX – EMPLOYEE COMPENSATION

9.1 Salary Schedule

A. Hourly Wage Rates and Annual Rate Increases:

Effective July 1, 2019, employees will receive the hourly wage rates set forth in the hourly wage rate table set forth below for the 2019-2020 contract year based upon their years of District service as a teacher assistant. For each subsequent contract year (2020-2021, 2021-2022, and 2022-2023), employees will receive wage payments according to the wage rate table based upon their years of service as teacher assistant.

HOURLY WAGE RATE TABLE*

Wage Rate Levels	Years of District Service	2019-2020	2020-2021	2021-2022	2022-2023
Level I	0 - 1 years	\$18.02	\$18.56	\$18.93	\$19.31
Level II	2 - 4 years	\$19.19	\$19.77	\$20.16	\$20.57
Level III	5+ years	\$20.34	\$20.95	\$21.37	\$21.80

* "Grandfather" provision: The parties agree that Tywone Smith, Angela Banks, Jeanette Friley, Veronica Allen, Samara Plummer and Melissa Cecil will be "grandfathered" based upon their current hourly wage rates which are off-schedule and not subject to the Hourly Wage Rate Table above. Tywone Smith, Angela Banks, Jeanette Friley, Veronica Allen, Samara Plummer and Melissa Cecil) will receive a 2019-2020 wage rate increase of 6%, 2020-2021 increase of 3%, 2021-2022 increase of 2%, and 2022-2023 increase of 2% on their current hourly wage rate.

B. Advancement to Level II and Level III

Employees shall advance from Level I to Level II upon completion of one (1) year of year of employment as a Level I teacher assistant. A year is defined as at least one hundred twenty (120) days. Employees shall advance from Level II to Level III based upon four (4) consecutive years of employment as a teaching assistant in District 97. Such advancement shall occur at start of the fifth (5th) consecutive school year as a teacher assistant.

C. Roles Compensation

A list of roles shall be published on the District 97 Intranet. This list will be posted annually prior to the first day of student attendance. Teaching assistants participating in approved

leadership roles or participating on the Roles Committee shall receive \$30 per hour. 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 greater 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.

9.2 Accompanying Students on Overnight Trips

The employee must have advanced written approval from an administrator to accompany a student on a District-sponsored overnight trip. Teaching Assistants who accompany students on overnight trips will be paid for the hours in which they are assigned to work with students (e.g. 8:00 a.m. to 10:00 p.m.). For example, the Teaching Assistant will not be paid for time spent sleeping.

9.3 Students Restroom Assignment Stipend

Teacher assistants who are assigned to students whose Individual Educational Program (IEP) requires support and assistance with toileting will be eligible for a \$500 stipend twice per year. The teacher assistant must be the primary assistant required to support the student's use of the restroom or toileting activities. Employees who do not perform the above duties for the entire semester shall receive a prorated stipend payment on a daily basis. Student absence and/or teacher assistant absence may result in the need to prorate the stipend. An employee must have worked at least ten (10) days performing these restroom or toileting duties within the month to qualify for the stipend. Employees who work more than sixteen (16) days in a given month shall be rounded up to the monthly rate of \$100 dollars. The stipend will be paid out with the first payroll in February and with the last payroll in June.

Implementation of this stipend will be monitored during the first half of the 2019-2020 school year. No later than the end of January 2020, the parties will meet to review implementation of the stipend and make any adjustments, if necessary, to the above language.

9.4 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 of \$600 at the start of the employee's ninth (9th) year of continuous, regular service on the first September payroll.

9.5 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.

9.6 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.

2019-2023 Premium Contributions

HSA	Percentage BOE Share	Percentage Employee Share
Single	84%	16%
E+SP	78%	22%
E+CH	81%	19%
Family	54%	46%

HMO	Percentage BOE Share	Percentage Employee Share
Single	94%	6%
E+SP	93%	7%
E+CH	96%	4%
Family	78%	22%

PPO	Percentage BOE Share	Percentage Employee Share
Single	72%	28%
E+SP	66%	34%
E+CH	68%	32%
Family	59%	41%

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.

- A. 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.
- B. 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 2019-2020 through 2020-2023, 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.

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

9.7 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.

9.8 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.

9.9 Educators' Licenses

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

9.10 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.

9.11 Mileage Reimbursement

All employees assigned to more than one school shall receive reimbursement for actual mileage incurred driving between assigned schools 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 Procedure 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 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 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 2019-2020 school year and shall remain in effect until the end of the day before the first scheduled day of the 2022-2023 school year. The parties agree to confer regarding a limitation on the number of non-economic issues each party will bring to negotiations in 2023.

This Agreement is signed this 9th day of April, 2019. In witness thereof:

Oak Park Teacher Assistants Association,
IEA-NEA

Board of Education of Oak Park Elementary
School District 97

BY: Maury Pat Eraci Sullivan
President

BY: [Signature]
President

BY: Sheryl Mariner
Secretary