

**AGREEMENT BY AND BETWEEN**

***Bloomington Board of Education***

***School District 87  
Bloomington, Illinois***

**AND**

***BLOOMINGTON EDUCATIONAL SUPPORT PERSONNEL  
(Paraprofessionals)***

***Bloomington, Illinois***

**2016 - 2017 through 2018 - 2019**

# CONTENTS

Page

## **ARTICLE 1: RECOGNITION AND DEFINITIONS**

1.1	Recognition .....	1
1.2	Definitions .....	1

## **ARTICLE 2: EMPLOYER ASSOCIATION RELATIONS AND RESPONSIBILITIES**

2.1	Employer Rights .....	1
2.2	Surveillance .....	1

## **ARTICLE 3: ASSOCIATION RIGHTS**

3.1	Association Dues .....	2
3.2	Discrimination Against Employees .....	3
3.3	Rights to Organize .....	3
3.4	Use of Employer's Facilities .....	3
3.5	Fair Share .....	3
3.6	Posting of Vacancies .....	4
3.7	No Strikes .....	4
3.8	No Lockouts .....	5

## **ARTICLE 4: EMPLOYEE PROTECTION**

4.1	Rules and Regulations .....	5
4.2	Discipline .....	5
4.3	Review of Personnel File .....	5
4.4	Complaints Regarding an Employee .....	6
4.5	Assault Upon an Employee .....	6
4.6	Health and Safety .....	6
4.7	Sexual Harassment .....	6

## **ARTICLE 5: GRIEVANCE PROCEDURE**

5.1	Definition .....	6
5.2	Procedures .....	7
5.3	Other Provisions .....	8

## **ARTICLE 6: HOURS OF WORK**

6.1	Work Year .....	8
6.2	Workday .....	8
6.3	Probationary Period .....	9
6.4	Last Day of School .....	9
6.5	Professional Development .....	9

## **ARTICLE 7: WAGES AND RELATED BENEFITS**

7.1	Wages .....	9
7.2	Four Seasons Association .....	9
7.3	Tax Sheltered Annuity .....	9
7.4	HMO and Group Medical Plans .....	9
7.5	Life Insurance .....	11
7.6	Pay Days .....	11

## **ARTICLE 8: LEAVES**

8.1	Sick Leave .....	12
8.2	Leave for Personal Business .....	12
8.3	Use of Sick Leave or Leave for Personal Business for Less Than One-Half Day ...	13
8.4	Jury Service .....	13
8.5	Leave for Military Service .....	13
8.6	Leave for Educational Meeting .....	14
8.7	General Leave of Absence Without Salary .....	14
8.8	Association Leave Days .....	14
8.9	Family Medical Leave Act .....	14

**ARTICLE 9: EMPLOYEE EVALUATION**

9.1 Employee Evaluations ..... 15

**ARTICLE 10: SENIORITY AND LAYOFFS**

10.1 Seniority ..... 15  
10.2 Voluntary Transfers ..... 15  
10.3 Layoff ..... 15

**ARTICLE 11: LIMITATION OF AGREEMENT**

11.1 Conformity to Law ..... 16  
11.2 Complete Agreement ..... 16

**ARTICLE 12: TERMINATION AND NEGOTIATION PROCEDURES**

12.1 Contract Period ..... 16  
12.2 Modification ..... 16

**APPENDIX**

Hourly Wage Rates: 2016-2017, 2017-2018, and 2018-2019 ..... 17

**AGREEMENT BY AND BETWEEN  
BLOOMINGTON BOARD OF EDUCATION, SCHOOL DISTRICT 87, AND  
BLOOMINGTON EDUCATIONAL SUPPORT PERSONNEL, IEA-NEA**

This Agreement is made and entered into by and between Bloomington Board of Education of School District 87, Bloomington, Illinois (hereinafter referred to as the “Employer”), and the Bloomington Educational Support Personnel, IEA-NEA (hereinafter referred to as the “Association”).

**ARTICLE 1: RECOGNITION AND DEFINITIONS**

**1.1 Recognition** The Employer recognizes the “Association” as the exclusive bargaining representative for all Paraprofessionals employed by the Employer, who are scheduled to work at least three (3) hours per day, except all confidential, supervisory, short-term, temporary and managerial Employees defined by the Illinois Educational Labor Relations Act.

**1.2 Definitions** When used in the Agreement, the following definitions of terms shall apply:

1.2.1 “School District” or “District” means the Bloomington Public Schools, District 87, Bloomington, Illinois. The term “District” and the term “Employer” are synonymous as used herein.

1.2.2 “Superintendent of Schools” or “Superintendent” means the chief administrative officer of the Bloomington Public Schools, District 87, Bloomington, Illinois.

1.2.3 “Work location” means school or building.

1.2.4 “Temporary” means hired to perform a specific assignment or on an as needed or request basis.

1.2.5 Whenever the singular is used, it shall include the plural. Whenever a masculine term is used, it shall include the feminine.

1.2.6 Building principal or designated supervisor means an administrator. A teacher shall not be the “designated supervisor”.

**ARTICLE 2: EMPLOYER ASSOCIATION RELATIONS AND RESPONSIBILITIES**

**2.1 Employer Rights** Except as specifically restricted by the express language of this Agreement, the Employer retains the right to manage the School District and direct the working forces in the manner it determines to be in the best interests of the School District. Such right includes, but is not limited to, the right to hire, assign, schedule, promote, demote, transfer, layoff, discipline and discharge Employees; to relieve Employees from duties because of lack of work or other legitimate reasons; to determine the work to be performed by Employees, the size of the work force, and the manner in which work is to be performed; and to establish and enforce reasonable rules and regulations applicable to Employees which are not in conflict with any provision of this Agreement.

**2.2 Surveillance**

2.2.1 The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct.

2.2.2 Surveillance shall only occur in common areas including, among others, hallways, parking lots, grounds, cafeterias, and gymnasiums. Surveillance equipment will not be utilized to observe employee performance or otherwise be accessed as documentation in the employee evaluation process.

2.2.3 Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations of suspected criminal conduct or security violations or incidents. Access to data involving District personnel will be limited to appropriate administrative personnel and police liaison officers. Such review will take place in the office of one of the parties listed above. If the review of data inadvertently reveals alleged incidents of employee misconduct, the following process will be followed.

- (a) The Employee and the Association will be notified if the District intends to investigate the alleged employee misconduct incident. Such notification shall be in writing.
- (b) The Association representative or the Employee's representative may review the data depicting the alleged employee misconduct.
- (c) The Employee has the right to be represented in all investigatory meetings regarding alleged misconduct unless the employee declines representation. For further information see Section 4.2 of this Agreement.
- (d) Any discipline that may be imposed against the employee as a result of the misconduct investigation shall be in accordance with the applicable provisions in this Agreement.

2.2.4 Data from surveillance equipment may be stored for up to thirty (30) calendar days unless there is cause to believe that such data would document a criminal or security incident.

2.2.5 At the time surveillance equipment is activated in each school building, all employees at that school shall be informed in writing, of the use of the surveillance equipment. All new employees will be notified in writing, of the use of the surveillance equipment as part of new employee orientation.

### **ARTICLE 3: ASSOCIATION RIGHTS**

**3.1 Association Dues** The Employer, on written authorization by an Employee, agrees to deduct regular dues and initiation fees, if any, from an Employee's earnings each payday. Such check-off authorization card shall specify the amount to be deducted from each paycheck and the effective date of such authorization. The authorization cards, in a form approved in advance by the Employer shall be furnished by the Association.

3.1.1 The Association shall notify the Employer, in writing, of the name and address of the Association official to whom such deductions shall be transmitted.

3.1.2 The Association and the Employer agree that any authorization for dues deduction shall be voluntary on the part of the Employee and such authorization may be revoked upon written notice to the Employer within fifteen (15) days after the effective date of this Agreement. The Employer shall notify the Association in writing within ten (10) days after receipt of such dues revocation from the Employee. After the fifteen (15) day period, the Employee may not revoke such dues authorization during the term of this Agreement.

3.1.3 The Association shall indemnify and save the Employer harmless against any and all claims, demands, or other forms of liability which may arise out of or come into being by reason of any action taken or not taken by the Employer for the purpose of complying with the provisions of this Section.

**3.2 Discrimination Against Employees** The Association and the Employer agree that they will not practice discrimination or discriminate against any Employee because of race, color, religion, creed, national origin, gender, sexual orientation, age, ancestry, marital status, military status or unfavorable discharge, citizenship status, physical or mental disability if otherwise able to perform the essential functions of the job with reasonable accommodation.

**3.3 Rights to Organize** Employees shall have the right to organize, join, and assist the Association, and to participate in professional negotiations with the Employer as provided in this Agreement through representatives of their own choosing; provided, however, nothing herein shall be construed as sanctioning any action which is inconsistent with the terms of this Agreement. Neither the Employer nor the Association will discriminate on the basis of Association membership or non-membership, lawful Association activity or refusing to engage in such activity, participation in negotiations, or the adjustment of grievances.

3.3.1 The Association and the Employer agree that Association membership is entirely a matter of the Employee's free choice and determination.

3.3.2 Employees shall not solicit membership in the Association or carry on any Association activity during normal working hours as established by this Agreement.

**3.4 Use of Employer's Facilities** The Employer agrees that the Association may use the Employer's facilities for lawful Association activities involving only Employees covered by this Agreement, provided such use does not interfere with the regular school operation. The use of such facilities shall be subject to all rules, conditions, and policies governing the use of such facilities. When applicable the Association shall pay the regular charge for the use of such facilities.

3.4.1 Upon approval of an Application and Permit for Use of School Properties, the Association shall have the right to schedule Association meetings and activities on school property in accordance with the conditions specified in 3.4 of this Agreement.

3.4.2 The Association shall be permitted to post notices of meetings and other pertinent information regarding lawful Association activities on a bulletin board at each work location.

3.4.3 The Association shall be permitted to use the School District delivery service for communications to Employees within a work location and system-wide; provided, however, political campaign materials so distributed shall be enclosed in separate envelopes. A copy of materials sent by such delivery service shall be given to the Superintendent or their designee at the same time such materials are deposited with delivery service.

**3.5 Fair Share** Each bargaining unit member, as a condition of their employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall either 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. Deductions will begin on the 13<sup>th</sup> of the designated month (October, November, December, and February) following the submission of the list provided by the Association.

Each year the Association will provide to the Employer a list of such Employees on October 1, February 1, April 1, and July 1.

3.5.1 In the event that the bargaining unit member does not pay their fair share 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. The Association will, four (4) times a year, submit to the Employer a listing of such Employees on the dates in 3.5 above. Deductions will begin on the 13<sup>th</sup> of the month following the submission of the list provided by the Association.

3.5.2 Such fee shall be paid to the Association by the Board no later than ten (10) days following the end of the month in which the deduction was made.

3.5.3 In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with the 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.

3.5.4 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 of administrative agency as a direct consequence of the Employer's non-negligence compliance with this Article.

3.5.5 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 views, 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.

**3.6 Posting of Vacancies** When a vacancy or anticipated vacancy in a position, covered by the Agreement for the following school term occurs, the Employer shall "Post" the vacancy in all school buildings. The information shall also be mailed electronically to a representative chosen by the Association. No vacancy shall be filled permanently until such vacancy has been "Posted" for ten (10) normal scheduled workdays with the exception of those vacancies which occur between the end of the current school term and the beginning of the next school term. Prior to the first day of school, when school is not in session, such notices shall be mailed electronically to a representative chosen by the Association. Notice shall also be mailed electronically and via U.S. Postal Service to each Employee, employed for the following school term, who has filed a written request with the Human Resource Office to be advised of vacancies of the particular type available.

3.6.1 All notices of posting of vacancies shall be clearly marked as such, using the title "Posting".

**3.7 No Strikes** The Association agrees there shall be no strike, withholding of services, slow-down, mass resignations, mass absenteeism, picketing, or other refusal to render full and complete service to the Employer during the term of this Agreement. The Association agrees that it will not authorize or encourage any interruption of service, including sympathy strikes or similar actions.

3.7.1 In the event of an interruption of service, the officers of the Association will immediately order its members to return to work.

3.7.2 Any Employee participating in any activity prohibited by this Section will be discharged by the Employer. Should the discharge be challenged through the grievance procedure, the only issue for the arbitrator shall be whether the Employee participated in the action. The arbitrator shall not issue a lesser penalty.

**3.8 No Lockouts** The Employer agrees that during the term of this Agreement it will not lock out any Employee covered by this Agreement in connection with any labor dispute with the Association.

#### **ARTICLE 4: EMPLOYEE PROTECTION**

**4.1 Rules and Regulations** The Employer agrees that its rules and regulations shall be reasonable, and that enforcement issues may be processed under the grievance procedure.

**4.2 Discipline** The Employer understands that it may be desirable for an Employee to be represented by the Association at some meetings scheduled by the Employer.

4.2.1 If the Employer is investigating a matter involving an Employee which may reasonably lead to discipline, representatives of the Employer may discuss the matter with such Employee without a representative of the Association being present. However, it is understood and agreed that a meeting to discuss a pending or potential disciplinary matter will be held prior to issuing any written disciplinary action; and prior to scheduling such meeting, the Employee will be given written notice as to the nature of the meeting and informed of their right to be represented by an Association representative at such meeting.

4.2.2 A copy of any written disciplinary action shall not be placed in the Employee's personnel file without first giving the Employee a copy of the written disciplinary action and the opportunity to place a written response to such disciplinary action in their personnel file.

4.2.3 The parties recognize that the Employer may take immediate action in response to an arrest of an Employee when the arrest involves a matter that could impact the operation of the District. Such actions could include temporary reassignments, leaves of absence with or without pay at the discretion of the Employer, or other similar measures. Such actions are not considered discipline and are not subject to "just cause". However, any discipline imposed upon an Employee as a result of an arrest, or events leading up to an arrest, are subject to "just cause".

4.2.4 Disciplinary action will be imposed upon a non-probationary Employee only for just cause. Any disciplinary action imposed upon a non-probationary Employee may be challenged through the regular grievance procedure set forth in Article 4 of this Agreement.

**4.3 Review of Personnel File** At the mutual convenience of the Employee and the Superintendent or their designee, such Employee shall have access to their personnel file. At the Employee's request a representative of the Association may accompany him in such review. There shall be one personnel file for each Employee which shall contain all records and information except confidential material. The term "confidential material" refers to letters or references for such Employee and any material protected from disclosure pursuant to 820 ILCS 40/1-40/13.



**4.4 Complaints Regarding an Employee** Any complaint deemed by the building principal or designated supervisor to justify investigation and/or subsequent action of any nature shall be brought to the attention of the Employee involved. The building principal or designated supervisor will schedule a conference to assist such Employee in an attempt to resolve the issue involved in such complaint deemed by such principal or supervisor to justify investigation and/or subsequent action of any nature.

4.4.1 When deemed appropriate by the building principal or designated supervisor, or requested in writing by the Employee, an attempt will be made to schedule a conference between the complaining party and the Employee involved. The Employee may at their option have representation as he desires at any conference held at which the Employee, principal or supervisor, and complaining party are present.

4.4.2 No disciplinary action shall be initiated by the Employer against such Employee based on such complaint until a conference between the complaining party and the Employee has occurred.

4.4.3 The Employee has the right to be represented in all investigatory meetings regarding alleged misconduct unless the Employee declines representation. For further information see Section 4.2 of this Agreement.

**4.5 Assault Upon an Employee** The Employer and the Association agree that assaults on Employees are a matter of grave concern.

4.5.1 An Employee shall promptly report to their building principal, or other person designated by the Superintendent, any alleged case of assault on such Employee while performing their assigned duties.

4.5.2 The Employer shall render reasonable assistance, including legal counsel, to such Employee in connection with any prosecution by the State's Attorney or other public prosecutor of the person who allegedly assaulted such Employee. No deduction from such Employee's salary or leave will be made because of time lost by such Employee at the request of such authorities to assist in any such prosecution. An Employee may at their option have an Association representative present at any meeting held under this paragraph between such Employee and the legal counsel selected by the Employer.

**4.6 Health and Safety** The Employer agrees to provide a safe and healthy working environment in compliance with all applicable local, state, and federal laws and regulation, including both the Employer's Blood borne Pathogens Exposure Control Plan which shall provide for the required inoculations at no cost to any Employee who believes he is at risk and who has submitted a written request for such treatment to the Superintendent or designated representative, as well as the Employer's Communicable and Chronic Infectious Disease, Board Policy 7.280, as it relates to and has impact on Employees.

**4.7 Sexual Harassment** All claims of sexual harassment will be referred to the Superintendent or designated representative. The Association will be reasonably notified of the nature of the claim and the parties involved. All communications concerning claims of sexual harassment will be handled confidentially. In the event the Superintendent or designated representative is unable to resolve the claim, it may be submitted for processing through the grievance procedure contained in this Agreement.

## **ARTICLE 5: GRIEVANCE PROCEDURE**

**5.1 Definition** A grievance is a claim by the Association or an Employee that the Employer has violated, misinterpreted, or misapplied this Agreement.

**5.2 Procedures** Grievances shall be processed as rapidly as possible. The number of days indicated at each step shall be construed as a maximum and every effort shall be made to expedite the process. All time limits shall consist of calendar days, excluding Saturdays, Sundays, holidays as designated by the Illinois School Code, and other days falling during the school term which the Employer has established as "school holidays". A grievance shall be handled as follows:

**5.2.1 Step One** An attempt shall be made to resolve any grievance by informal discussion between the grievant involved and his building principal. Such discussion shall be held at a time agreeable to the grievant and such principal.

**5.2.2 Step Two** If the grievance cannot be resolved at step one, the grievant may file a grievance in writing with the building principal. Such grievance shall be filed within ten (10) days after the date of occurrence of the facts upon which the grievance is based. The written grievance shall state the nature of the grievance, the provision(s) of this Agreement which the Employer allegedly has violated, and the relief sought. Within ten (10) days after such written grievance is filed, the grievant and the principal or other administrator who has authority to make a decision on the grievance shall meet to resolve the grievance. Within ten (10) days after such meeting, the grievant and the Association shall receive a written answer to the grievance which shall explain the reasons for the decision on the grievance.

**5.2.3 Step Three** In the event the grievance has not been satisfactorily resolved at step two, or the step two time limits expire without the issuance of a written reply, the aggrieved or the Association may file a written appeal of such grievance with the Superintendent of Schools by giving written notice of such appeal within ten (10) days of the step two answer or expiration of the time limit for the step two answer. A copy of such appeal also shall be filed with the administrator who prepared the step two answer. Within ten (10) days after such appeal is filed, the aggrieved, representative of the Association, and the Superintendent or their designee shall meet to resolve the grievance. Within ten (10) days after such meeting, the Superintendent or their designee shall give the aggrieved Employee and the Association a written answer to the grievance, which answer shall state the reasons for the decision of the Superintendent or their designee.

**5.2.4 Step Four** If the step three answer is not acceptable to the Association or the step three time limits expire without the issuance of a written reply, the Association may appeal the grievance to final and binding arbitration by giving written notice of such appeal within twenty (20) days after receipt of the step three answer or expiration of the time limit for the step three answer. If the Employer and the Association cannot agree upon an arbitrator within seven (7) days after the Association files such appeal, Federal Mediation and Conciliation Services will be requested to provide a panel of seven (7) arbitrators. Either party may reject the first panel of arbitrators by giving the other party written notice of such rejection. Upon receipt of an acceptable panel or arbitrators, the parties shall meet at a mutually agreed time and each party shall alternately strike one (1) name from the panel until only one (1) name remains, who shall be the arbitrator for the given grievance. The first party to strike a name shall be determined by coin flip. Such arbitrator shall be under and in conformance with the "Voluntary Labor Arbitration Rules" of the American Arbitration Association; provided, however, if the parties mutually agree, such arbitration may be conducted under the "Expedited Labor Arbitration Rules" of such Association.

(a) Neither the Employer nor the Association shall be permitted to assert any argument or evidence before the arbitrator which was not previously disclosed to the other party.

- (b) The arbitrator shall have no authority to alter, delete, or add to the terms of this Agreement.
- (c) Each party shall bear the full costs for its representation in the arbitration. The cost of the arbitrator shall be divided equally between the parties.
- (d) If either party requests a transcript of the proceedings, that party shall bear the full costs for that transcript. If both parties order a transcript, the cost of the two (2) transcripts, three (3) transcripts if a copy is requested by the arbitrator, shall be divided equally between the parties.

**5.3 Other Provisions** The following, when applicable, shall apply in processing a grievance.

5.3.1 If the Association and the Superintendent or their designee mutually agree lower steps of the grievance procedure may be by-passed and the grievance taken directly to step four of this grievance procedure.

5.3.2 Class grievances involving one (1) or more Employees or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at step three.

5.3.3 The Employer acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no Employee shall be required to discuss any grievance if the Association's representative is not present.

5.3.4 Should the investigation or processing of any grievance require that an Employee or an Association representative be released from their regular assignment, he shall be released upon mutual agreement of the Superintendent and the Association President to such release, and such release shall be without loss of pay or benefits.

5.3.5 All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

5.3.6 A grievance may be withdrawn at any level without establishing a precedent.

5.3.7 No reprisals shall be taken by the Board against any bargaining unit member because of the member's participation in a grievance.

5.3.8 During any arbitration hearing, the individual grievant and an Association representative shall be released from regular assignment without loss of pay.

## ARTICLE 6: HOURS OF WORK

**6.1 Work year** The normal work year shall be no less than the number of workdays included in the scheduled school year as established by the Board.

**6.2 Workday** The normal work day for Employees covered by this Agreement shall be six and three-quarter (6.75) hours. In addition, a minimum of thirty (30) minutes daily unpaid lunch break shall be cooperatively scheduled by the Employee and the Employer. However, in no event should such lunch break occur after 1:30 p.m.

6.2.1 Parent/Teacher Conference Days. In the event there is no professional development activity scheduled during this day for Employees and in the event certified employees are given the opportunity to flex their time for Parent/Teacher Conference Days, the same opportunity

is to be given to the Employees covered by this Agreement. In the event a professional development activity will be scheduled, Employees will be given four weeks' notice.

**6.3 Probationary Period** Employees are required to successfully complete a forty-five (45) workday probationary period before they are entitled to grieve any discharge. In addition, the Association may not grieve any such action on behalf of a probationary Employee.

**6.4 Last day of School** The last day of school shall be five (5) clock hours with no financial penalty. It is understood that Employees who work more than five (5) clock hours will not be eligible to receive additional pay unless he works beyond his normal work day.

**6.5 Professional Development** The Association and the Employer recognize the need for having professional development workshops or trainings for Employees.

6.5.1 Such workshops and trainings generally shall be held for all or part of the regular workday.

6.5.2 Workshops or trainings that occur outside of the regular scheduled workday will be paid at the hourly rate of the Employee as documented on District time sheets and in compliance with District guidelines for awarding hourly compensation.

6.5.3 Paraprofessionals may have the opportunity to participate in District provided workshops/trainings as applicable to job requirements and pending availability.

## ARTICLE 7: WAGES AND RELATED BENEFITS

**7.1 Wages** Hourly compensation for Employees covered by this agreement shall be in accordance with the Appendix. An Employee shall receive full credit for each full year of program assistant experience outside the District not to exceed a maximum of five (5) years at full credit. Rates of pay for summer school shall remain the same as the rate paid during the school term immediately preceding the summer session. Employees will advance on the schedule for each year of service.

**7.2 Four Seasons Association** An Employee may purchase membership in the Four Seasons Association, the payment therefor to be made through payroll deduction authorized in writing by the Employee on a form supplied by the Employer.

**7.3 Tax Sheltered Annuity** An Employee may participate in a tax sheltered annuity plan authorized by the Employer, the payment therefor, to be made through payroll deduction authorized in writing by the Employee on a form supplied by the Employer.

**7.4 HMO and Group Medical Plans** The Employer will offer eligible Employees the option of participating in the Employer's Group Medical Plan (Medical Plan) or a qualified Health Maintenance Organization Plan (HMO Plan) if such continues to be available as a benefit to Employees covered by this Agreement.

7.4.1 For an Employee who is employed to work more than four (4) hours but less than seven (7) hours per day, the Employer will pay a portion of the monthly premium cost for the Employee's coverage under either plan, based on the percentage of the time employed.

(a) Any excess in the monthly premium cost for Medical or HMO Plan coverage and/or coverage for part-time Employees under either Plan shall be paid by the Employee through payroll deductions.

- (b) An Employee shall become eligible for such Medical or HMO coverage as provided in this section on the first day of the month next following the date they began active service with the Employer.
- (c) The Employer will pay the lesser of ninety-five (95%) of the proportion of the premium cost under the Employer's group medical plan as established by the actuary or an amount equal to one hundred five percent (105%) of the proportion of the premium cost from the prior year. In no event shall the Board's contribution be more than ninety-five (95%) of the premium cost. The amount of time for computation of the Employer's portion of the rate shall not include any compensation for performing extra assignments.

If the balance in the Trust Fund is less than six (6) months of annual spending at any time during a fiscal year, the Insurance Committee shall, by May 1, make changes to the Plan effective at the beginning of the next fiscal year to change benefits or employee payments (co-pays, deductibles, etc.) sufficient to ensure the Trust Fund balance is at or above the

six

(6) month level by the end of the next fiscal year. If the Insurance Committee's changes do not keep the Trust Fund balance at or above the six (6) month level by the end of the next fiscal year, each participating employee will pay five percent (5%) of the full monthly rate

for

a full-time employee's coverage during the following fiscal year.

7.4.2 An Employee who is eligible to participate in the Employer's group medical plan may purchase coverage for his dependents at ninety-five percent (95%) of the premium cost for dependent coverage, the payment therefor to be made through payroll deductions authorized in writing by the Employee on a form supplied by the Employer.

7.4.3 An eligible Employee who resigns his employment with the Employer after performing completely his individual employment contract with the Employer shall continue to have his insurance medical coverage paid by the Employer, to the extent provided herein, through the date of the Employer's final salary payment to the Employee.

7.4.4 An eligible Employee who retires may continue coverage in the Plan he was participating in on the last day of employment by paying to the Employer in advance the ninety-five percent (95%) of the premium cost for such medical coverage. Dependent coverage as defined in such Plan will be available at the retiree's option and expense at ninety-five (95%) of the premium cost for dependent coverage, provided such retiree had dependent coverage prior to retirement.

7.4.5 To accommodate the new provisions in the bargaining agreement during this fiscal year, a one-time thirty day open enrollment period to enroll in the Group Medical Plan will be made available for all paraprofessionals. Such thirty day open enrollment period will begin upon the ratification by the Board and the BESP of this Agreement. Paraprofessionals will be notified by individual notice of the dates for the open enrollment period.

7.4.6 Should an HMO Plan continue to be available through the Employer, the HMO Plan shall be in accordance with the Employer's practices and procedures with respect to such Plan. The Employer shall have exclusive control of the HMO provider and all responsibilities incidental to the administration of such Plan. Changes in the HMO provider shall be subject to prior good faith bargaining.

7.4.7 Medical benefits shall be in accordance with the terms of the Group Medical Plan documents in effect at the time a claim for coverage is made. Copies of all master policies, documents describing benefit coverage or claim procedures and experience, and other documents generated by the Plan administrator provided to the Employer shall be provided to the Association, and each eligible Employee shall receive a medical benefits summary and identification card on a timely basis.

7.4.8 An ongoing insurance committee consisting of seven (7) members shall be established to monitor the operation of the medical plan and to offer suggested changes in benefit components and/or operating procedures. The committee shall be composed of one (1) member chosen by the Bloomington Education Support Personnel, four (4) members chosen by the Union that represents the teachers, one (1) member representing office and technical participants, and one (1) member representing administrative Employees who participate in the plan.

(a) The insurance committee shall be specifically responsible for:

- (1) Employee education regarding health insurance issues;
- (2) suggesting adjustments in existing components of the health plan if any are necessary in the opinion of the insurance committee;
- (3) monitoring the investment of Trust monies and suggesting any changes in current trusteeship;
- (4) providing suggestions regarding the use of the Plan Administrator;
- (5) providing suggestions regarding the selection of the PPO provider(s); and
- (6) utilizing current or new data to monitor the Plan's operation.

(b) The insurance committee shall meet as necessary, but no less than quarterly during the regular school year to fulfill its responsibilities. Such meetings may be scheduled during the workday and bargaining unit members shall be released to attend. The committee shall act by majority vote of its participants.

7.4.9 Monthly rates for individual, single plus one, and family shall be set by an independent actuary. The report from the actuary shall be provided by March 1<sup>st</sup> of each year. The new rates shall take effect the following July 1.

**7.5 Life Insurance** The Employer will pay the full monthly premium cost under the Employer's group life and group accidental death and dismemberment ("AD&D") insurance plan for each Employee who is employed to work more than four (4) hours per workday. The amount of coverage shall be equal to an Employee's annual salary as set forth in Appendix A of this Agreement rounded to the next highest \$1,000 and with a minimum amount of \$10,000. An Employee shall become eligible for such insurance coverage as provided by this Section on the first day of the month next following the date they began active service with the Employer.

7.5.1 Optional group life and AD&D insurance in a like amount as provided by the Employer shall be made available under the terms and conditions of such plan at the Employee's option and expense. Payment for such optional insurance shall be made through payroll deductions.

7.5.2 Such group life and AD&D insurance shall be in accordance with the Employer's practices and procedures with respect to such group insurance plan. The Employer shall have exclusive control of the selection of the carrier, management of accumulated reserves, and all responsibilities incidental to the administration of such plan.

**7.6 Pay Days** Pay days shall be semi-monthly on the thirteenth (13<sup>th</sup>) and the twenty-eighth (28<sup>th</sup>) of each calendar month. An Employee may request in writing by May 1 early payoff of their contract.

## ARTICLE 8: LEAVES

**8.1 Sick Leave** Employees shall be granted sick leave at full pay for their regularly scheduled hours of work per normal workday in accordance with the following:

8.1.1 An Employee shall accumulate sick leave at the rate of eleven (11) working days for a nine month contract period. Contracts of less than nine (9) months shall have sick leave established on a pro-rated basis. Such sick leave days shall be available on the Employee's first scheduled workday. Any unused sick leave shall be accumulated to a maximum of 260 working days.

8.1.2 An Employee may use sick leave for personal illness, injury, quarantine at home, temporary disability, or serious illness or death in the Employee's immediate family or household. Immediate family for the purpose of this Section shall include: father; mother; sister; brother; wife; husband; child or grandchild related by blood, marriage, or adoption; grandfather; grandmother; father-in-law; mother-in-law; sister-in-law; brother-in-law; and legal guardian. Sick leave may also be used for medical and dental appointments for an Employee or a member of their household. An eligible Employee unable to work due to pregnancy may treat such disability as a "temporary disability" under this paragraph.

8.1.3 Sick leave may be used to attend funerals.

8.1.4 An Employee shall submit a request for absence utilizing the accepted method of the District stating the nature of the absence, time expected to be away from work, and when he expects to return to work.

8.1.5 Normally, paid sick leave shall be taken for either one-half (1/2) or all of a normal scheduled workday; however, an Employee may request such leave in time amounts of less than one-half day pursuant to established administrative procedures.

8.1.6 The School district may require a physician's statement as a basis for verifying an Employee's illness or injury after an absence of three working days or as it may deem necessary in other cases.

8.1.7 An Employee eligible to receive paid sick leave who is injured in the course of their employment with the School District and is entitled to receive benefits under the Illinois Workmen's Compensation Act shall receive full salary for the length of the injury or the maximum accumulated sick leave, whichever is less, upon surrendering to the Employer all compensation provided by Workmen's Compensation. An Employee not eligible to receive paid sick leave shall retain all compensation provided by Workmen's Compensation.

**8.2 Leave for Personal Business** Employees may use a maximum of two scheduled workdays per school term at full salary for conducting personal business. Those employed after the beginning of their normal contract year will have available personal leave computed at time of employment. Except as authorized in subsection 8.2.2, such leave shall not be accumulated. However, full or half days of unused personal business leave will be added to the Employee's accumulated paid sick leave as of July 1.

8.2.1 An Employee may use personal business leave for the purpose of attending to personal, legal, household or family matters that require absence during normal working hours. Normally, such leave shall be taken for either one-half or all of the normal scheduled work day; however, an Employee may use such leave in time amounts of less than one-half day pursuant to established administrative procedures.

8.2.2 An employee shall be granted personal leave at the rate of two (2) days for a full school term of employment, and such leave days shall be available on the first normal scheduled workday of such school term. On July 1 of each school year, full and/or one-half (1/2) days of such leave not used during the preceding school term will be added to the Employee's accumulated paid sick leave. Upon the tenth (10<sup>th</sup>) year of employment in the District, Employees may accumulate a maximum of three (3) personal days.

8.2.3 A new Employee employed after the first day of the school term shall be granted such leave at the rate of one-half (1/2) day for each remaining full forty-six (46) normal scheduled workday period of the normal scheduled workdays specified in Article 6.1 of this Agreement, and such leave days shall be available on the Employee's first scheduled workday. Such leave shall not be accumulated from year to year; however, on July 1 of each school year full and/or one-half (1/2) days of such leave not used during the preceding school term will be added to the Employee's accumulated paid sick leave.

8.2.4 A request for personal leave shall be submitted in advance utilizing the accepted method by the District. Such submission shall be submitted two (2) days in advance of the leave, except when circumstances prevent giving such advance notice. No reason other than "personal business" is to be required when requesting personal leave, except when personal leave is being requested for an excluded date as described in 8.2.5.

8.2.5 The day immediately preceding or immediately following a legal holiday or school recess approved by the Employer, except the first day of school, last day of school, Thanksgiving break, Winter break and Spring break, shall be approved for personal leave. Personal leave shall only be approved on excluded dates in an emergency situation, for observance of a religious holiday, or on the special approval of the Superintendent of Schools or designated representative.

**8.3 Use of Sick Leave or Leave for Personal Business for Less than One-Half Day** A supervisor may grant permission for an Employee to leave their work station for a period of time which is less than one-half of the scheduled workday for situations when no other arrangements can be made. Such time away from the work station shall be recorded as either sick leave or leave for personal business. Normally doctor or dental appointments shall be recorded as sick leave; however, such appointments may also be recorded as leave for personal business. An absence of less than one-half of the scheduled workday shall be in accord with the following:

8.3.1 If the absence is to be recorded as sick leave, the supervisor shall keep a record of each time an Employee is absent. Included shall be: name, date, number of minutes absent from work, and the reason for such absence (personal illness or illness in family).

8.3.2 If the absence is to be recorded as personal business, the Employee shall complete a request for such leave in the accepted method of the District.

**8.4 Jury Service** An Employee on jury service during their scheduled working hours shall receive their full compensation for the time served on jury service upon surrendering to the Employer all payments received for such jury service, less any mileage, meal allowance, and parking fees. If such jury service is on the Employee's scheduled time off, he shall retain the pay for such jury service. If such jury service is less than the normal scheduled workday, the Employee shall return to their assigned school.

**8.5 Leave for Military Service** Employees entering into military service shall be treated in accordance with the Federal and State laws protecting the employment rights of veterans.



**8.6 Leave for Educational Meeting** An Employee may at the Employer's discretion be granted leave with pay to attend an educational meeting, conference, or workshop.

8.6.1 A request for such leave shall be submitted on a travel request form furnished by the Employer.

8.6.2 Such leave may be approved with or without all or part of the expenses paid by the Employer. Approved expenses will be paid in accordance with established administrative procedures.

**8.7 General Leave of Absence Without Salary** An Employee having completed a minimum of two contract periods of continuous employment with the District may be granted a leave of absence for prolonged illness, pregnancy, adoption or for other purposes designed to improve the School District.

8.7.1 Such leave without salary may be granted for not more than the remainder of the then current contract period; however, in exceptional circumstances, it may be extended one additional normal contract period.

8.7.2 A written request for such leave shall be submitted to the Employee's supervisor which will be forwarded to the Personnel Specialist for processing and submission to the Board of Education.

8.7.3 An Employee returning from a general leave of absence will be offered the first available position for which he is qualified and at a salary normally paid for such position.

**8.8 Association Leave Days** Association Leave shall be granted to an Employee in accordance with the following:

8.8.1 The Association shall submit a request for absence in the accepted method of the District at least seven (7) days in advance of the commencement of such leave. If a bargaining unit member or representative is participating in a grievance proceeding (refer to Article 5.3.8), the seven (7) day notification period will be waived. Such request shall state the specific reason for the requested leave, name of the employee, and the day or day(s) of the leave.

8.8.2 The Employer shall approve the leave, provided the Employee's absence will not impair the work schedule for such Employee's assigned work area.

8.8.3 There shall not be an aggregate number of Association Leave days in any school year in excess of six(6) workdays.

8.8.4 The Association shall reimburse the Employer for each such leave day the cost of the substitute should one be employed.

**8.9 Family Medical Leave Act** Employees are eligible for Family Medical Leave if they are considered full-time employees, have been employed by the District for at least 12 months and have worked at least 1,220 hours in the previous months prior to their request for FMLA. Unpaid leave, guaranteed by the federal Family Medical Leave Act, for up to a combined total of twelve (12) weeks each year will be available to Eligible employees for the following reasons:

- (a) the birth of a child of the employee and to care for that child;
- (b) the adoption or foster placement of a child;
- (c) the serious health condition of an employee's spouse, parent, or child; and
- (d) the employee's own serious health condition.

During a family and medical leave, employees are entitled to continuation of health benefits that would have been provided if they were working. An employee returning from family and medical leave will be given an equivalent position to their position before the leave, subject to the District's reassignment policies and practices.

## ARTICLE 9: EMPLOYEE EVALUATION

**9.1 Employee Evaluation** The following procedures will be used in preparing formal written evaluation of an Employee's performance:

9.1.1 The principal or designated supervisor will provide a copy and explanation of the job description and the evaluation instrument to the employee. A copy of the program assistant job description will be given to the cooperating teacher or teachers.

9.1.2 Probationary Employees will be evaluated during their first year of employment.

9.1.3 Non-probationary Employees will be evaluated at least once every two years prior to March 1<sup>st</sup>.

9.1.4 The principal or designated supervisor will provide a written copy of the evaluation to the Employee. The principal or designated supervisor will conference with the Employee about the evaluation. The completed evaluation form will be signed by the principal or designated supervisor and the Employee. The Employee will be provided a signed copy of the evaluation, a copy will be kept by the principal or designated supervisor, and a copy will be sent to the personnel file of the Employee.

## ARTICLE 10: SENIORITY AND LAYOFFS

**10.1 Seniority** Seniority shall be defined as the period of continuous employment by an Employee. A seniority list will be provided to the Union annually by February 1st. An Employee claiming an error in the calculation of his seniority must file a grievance within ten (10) days of the posting of such notice. In the event of a tie in seniority, such tie will be broken by a one-time drawing of lots.

**10.2 Voluntary Transfers** A bargaining unit member interested in a transfer to a different position for which they are qualified may file a written request with the Human Resource Office. If such a request is filed within ten (10) workdays of the "Posting" for a specific vacancy, the bargaining unit member shall be considered for an interview. No assignment of a new bargaining unit member to a specific position in the District will be made until all pending requests for transfer to that position have been given due consideration. Notification to bargaining unit members who are granted or denied a transfer will be made in writing within five (5) workdays of the decision. A bargaining unit member desiring a transfer to a position for which there is at the time no vacancy, shall notify the Human Resource Office of the transfer request in writing. Any such request shall be valid for the remainder of the school term, at which time a new request may be filed. Any such unsuccessful applicant who requests in writing the reasons he was not selected shall be given the reasons in writing by the Employer within five (5) normal scheduled workdays after such request.

### **10.3 Layoff**

10.3.1 In the event Employees need to be reduced or laid off within either classification, the Employee(s) with the least seniority shall be laid off first. Any Employee so laid off may apply their seniority to any other classification with less senior Employees to retain employment provided that the Employee meets the qualifications of the job description into which he is transferring. In addition, any Employee "bumping" into a different position will be subject to a forty-five (45) workday probationary period.

10.3.2 An Employee's right to be recalled by seniority will terminate (a) after one calendar year from the beginning of the school term following the layoff, or (b) if he fails to return to work within two (2) weeks after written notice of recall is sent by certified mail, return receipt requested, to the Employee's last known address on file with the Employer.

**ARTICLE 11: LIMITATION OF AGREEMENT**

**11.1 Conformity to Law** No provision or clause of this Agreement may supersede State of Federal law. In the event that any provision of this Agreement or application of any such provision is or shall at any time be held by a court of final competent jurisdiction to be contrary to law, such provisions, or such provisions to the extent of such illegal application, as the case may be, shall be deemed to have been deleted from this Agreement and all other provisions or applications of this Agreement shall continue in effect.

**11.2 Complete Agreement** The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto and conclude collective bargaining for the term hereof except as specifically provided in this Agreement. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion during the term hereof only through the voluntary, mutual consent of the parties in a written amendment executed in accordance with the provisions of this Agreement.

**ARTICLE 12: TERMINATION AND NEGOTIATION PROCEDURES**

**12.1 Contract Period** Following ratification by the Association and approval by the Employer, this Agreement shall become effective July 1, 2016, except as otherwise provided herein, and remain in effect through June 30, 2019.

**12.2 Modification** This Agreement shall remain in effect from year to year after June 30, 2019, or June 30 of any succeeding year, unless either party notifies the other in writing by certified mail that it desires to terminate this Agreement at least one hundred and twenty (120) days prior to June 30, 2019, or June 30 of any succeeding year.

12.2.1 Negotiations between the Employer and the Association shall begin as soon as practicable following notification of one party to the other as specified in paragraph 12.2. Meetings shall be held as necessary at times and places agreed to by both parties.

12.2.2 The agreement reached through negotiations specified in Section 12.2 must be ratified by the Association members covered by this Agreement and approved by the Employer prior to the effective date of changes agreed upon during negotiations.

**IN WITNESS WHEREOF**, the Parties have duly executed this Agreement on August 10, 2016 .

**BLOOMINGTON EDUCATIONAL  
SUPPORT PERSONNEL  
PARAPROFESSIONALS**

**BLOOMINGTON BOARD OF EDUCATION,  
SCHOOL DISTRICT 87**

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**APPENDIX  
Paraprofessionals**

**HOURLY WAGE RATES**

Step	2016-2017	2017-2018	2018-2019
1	\$ 11.52	\$ 11.64	\$ 11.76
2	11.73	11.85	11.97
3	11.97	12.09	12.21
4	12.22	12.34	12.46
5	12.63	12.76	12.89
6	12.92	13.05	13.18
7	13.45	13.58	13.72
8	13.96	14.10	14.24
9	14.49	14.63	14.78
10	15.07	15.22	15.37
11	15.65	15.81	15.97
12	16.28	16.44	16.60
13	16.91	17.08	17.25
14	17.57	17.75	17.93
15	18.25	18.43	18.61
16	18.79	18.98	19.17
17	19.41	19.60	19.80
18		20.25	20.45
19			21.12

**LETTER OF UNDERSTANDING**  
**BESP**  
**Kronos System Implementation**

May 27, 2016

Bloomington Public Schools District 87 has implemented an electronic Time and Attendance System for hourly employees known as Kronos. It is recognized by the district that the implementation of an electronic time and attendance system for hourly employees has generated concerns and challenges that need to be addressed to ensure a successful implementation.

The District and the BESP agree that an Advisory Committee comprised of hourly employees and administrators will be formed to meet quarterly with the Kronos Implementation Team. The purpose of this committee will be to identify implementation concerns, ideas, and solutions to enhance the implementation of the time tracking system. This advisory committee will continue to meet with the Implementation Team until 6 months after full implementation has been achieved.

Additionally, the District will make laptops available to each Paraprofessional at the start of 2016-2017 school year to address concerns related to personal accessibility, convenience and professional responsibilities. The intent of this provision is to address access the Kronos system, provide access to personal e-mail, and enable Paraprofessionals the ability to complete their professional responsibilities such as entering student data if necessary, in a timely manner. It is understood that laptops will be available both during and outside the work day. Further, the laptops provided to paraprofessionals should not be provided to nor assigned to students for use.

It is the expectation that Paraprofessionals will be provided with training by the District when receiving laptops. Such training will be subject to the language of 6.5 Professional Development in the current negotiated agreement.

If this correctly sets forth your understanding of this matter, please sign the original of this letter and return it to the Assistant Superintendent of Human Resources. A signed copy will be returned to you upon approval of the Board of Education.

**DISTRICT 87**  
**BLOOMINGTON PUBLIC SCHOOLS**

**BESP**  
**BLOOMINGTON EDUCATION**  
**SUPPORT PERSONNEL**

\_\_\_\_\_  
*President, Board of Education*

\_\_\_\_\_  
*President, BESP*

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
*Date*

May 31, 2016

Matt McGowan, President  
Bloomington Education Support Personnel  
Bloomington, IL 61701

Re: LETTER of UNDERSTANDING – Top of Salary Schedule for Para Professionals

This is to confirm the following understanding between the Bloomington Public Schools, (the Employer) and the Bloomington Education Support Personnel – Paraprofessionals (Employees). The parties agree that those Employees who are beyond the top of the salary schedule will receive a 5 % increase in the hourly rate for each year of this contract. The contract years are 2016 - 2017, 2017 – 2018 and 2018 – 2019.

If this correctly sets forth your understanding of this matter, please sign the original of this letter and return it to the Assistant Superintendent of Human Resources. A signed copy will be returned to you upon approval of the Board of Education.

BLOOMINGTON PUBLIC SCHOOLS,  
SCHOOL DISTRICT 87

By: \_\_\_\_\_  
President, Board of Education

\_\_\_\_\_  
President, Bloomington Education Support Personnel

\_\_\_\_\_  
Date

c Dr. Barry M. Reilly, Superintendent  
Ben Matthews, IEA