

# AGREEMENT

BETWEEN THE



**BOARD OF EDUCATION**  
WAUKEGAN UNIT SCHOOL DISTRICT #60  
LAKE COUNTY, ILLINOIS

AND THE



**WAUKEGAN PARAPROFESSIONALS**  
LAKE COUNTY FEDERATION OF TEACHERS  
LOCAL 504, IFT-AFT/AFL-CIO

FOR THE SCHOOL YEARS

**2023-2024**

**2024-2025**

**2025-2026**

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# ARTICLE I

## GENERAL PROVISIONS

### **A. Parties to the Agreement**

This Agreement is made by and between the Board of Education of Community Unit School District No. 60, Waukegan, Lake County, Illinois, hereinafter referred to as and the Waukegan Paraprofessional Council, Lake County Federation of Teachers, Local 504, IFT-AFT/AFL-CIO, hereinafter referred to as the "Union."

### **B. Recognition/Scope**

The Board recognizes the Union as the sole and exclusive representative, as certified by the Illinois Educational Labor Relations Board in Case No. 89-RC-0027-C (except titles of job descriptions as listed below have been updated as of April, 1996), with respect to wages, hours, terms and conditions of employment for all regular full-time and part-time Paraprofessional special education teacher assistants (this includes several different positions under this title); bilingual teacher assistants; liaisons; library assistants; hearing and vision technicians; educational interpreters; safety officers; regular education assistants, computer assistants, media specialists, educational assistants, educational assistants-flexible assignment, parent mentors truant officers, and bilingual tutors hereinafter referred to as "Employees" or "Paraprofessionals".

## ARTICLE II

### FAIR PRACTICES

#### **A. Non-Discrimination**

1. The Board agrees to continue its policy of non-discrimination on the basis of race, color, religion, sex, sexual orientation, age or national origin, regarding hiring, firing, compensation, terms, conditions or privileges of employment.
2. Further, the Board agrees to continue its policy forbidding limiting, segregating, or classifying Paraprofessionals in any way that tends to deprive any Paraprofessional of employment opportunities or adversely affects his/her employment status because of his/her race, religion, sex, sexual orientation, age or national origin.
3. Sections 1 and 2 are subject to exceptions as covered under the Civil Rights Act of 1964 as amended.

#### **B. Affiliation**

Paraprofessionals shall have the right to join or not to join the Union. They shall not be encouraged to join nor be discouraged from joining any collective bargaining organization by supervisors, administrators, or other representatives of the Board.

#### **C. Equal Representation**

The Union agrees to represent equally and without prejudice all members of the bargaining unit.

#### **D. Recruitment**

The Associate Superintendent for Human Resources or designee, is responsible for recruitment, assignment, evaluation, and promotion of Paraprofessionals with the assistance of the Employee's immediate supervisor. The immediate supervisor is defined as the building administrator or designee.

#### **E. Evaluation**

1. Evaluations shall be conducted in part by the Employee's immediate supervisor and endorsed and approved by the building administrator with a Type 75 license, excluding safety officers who will be evaluated by the employee's immediate supervisor and endorsed and approved by the Director of Safety, and may include input from other appropriate personnel. Evaluation forms shall vary depending on the nature of the job performed. Paraprofessionals who serve in classroom settings will be evaluated on a tool that is mutually identified and/or developed by the Administration and the Union. On an annual basis the evaluation tool shall be reviewed by Administration and the Union to make any appropriate updates or changes.
  - a. New Employees shall serve a three (3) month probationary period. The Employee shall receive an initial written evaluation on or before the last day prior to the end of the probationary period.
  - b. Once no longer on probation, all Paraprofessionals shall be evaluated by the immediate supervisor and endorsed and approved by the building administrator with a Type 75 license, excluding safety officers who will be evaluated by the employee's immediate supervisor and endorsed and approved by the Director of Safety, at least once every one (1) year.
2. Evaluations are to be made in writing with one (1) copy to the Employee and one (1) copy to the Associate Superintendent Human Resources for action. Both the Paraprofessional and the Evaluator shall date and sign all copies of the

evaluation. The signature of the Employee shall not necessarily indicate agreement with the evaluation, but rather indicate that the Employee is in receipt of a copy of the evaluation.

3. If the yearly overall evaluation is unsatisfactory, then the Paraprofessional shall be afforded an opportunity for performance improvement plan pursuant to the evaluation handbook guidelines.
4. If a Paraprofessional feels his/her evaluation is incomplete, inaccurate, or unjust, the Paraprofessional may put objections in writing. Both the Paraprofessional and the Evaluator shall date and sign all copies of the written objections. The signature of the Evaluator shall not necessarily indicate agreement with the written objection, but rather indicate that the Evaluator is in receipt of a copy of the written objection. A copy of the written objections shall be attached to the original evaluation form to which it applies.
5. A copy of all evaluations and any attached written objections shall be placed in the Employee's official personnel file.

**F. Feedback Survey**

Paraprofessionals shall be included in all building and district level surveys as appropriate.



## ARTICLE III

### COMPENSATION

#### **A. Matters of Payment**

Paraprofessionals shall be paid pursuant to the attached Appendices of this Agreement. Except for employees who were on a ten month pay schedule during School Year 2004-2005 and who wish to remain on a ten month pay schedule, all salary payments shall be made twice monthly beginning in September and ending in August, and the amount shall be evenly divided over all checks. Beginning on August 1, 2006, Paraprofessionals who are paid on a ten-month basis from September to June shall have a one-time option during the period of their employment to elect to receive pay on a twelve-month basis from September to August. The election must be communicated to the Payroll Department no later than the August 1<sup>st</sup> of the school year during which the election will be effective. Regular Paydays shall be the fifteenth and the last day of each month. If either or both the fifteenth and the last day of the month fall on a day when there is no school, checks shall be issued on the last business day prior thereto.

During the month of September, the Administration shall notify each Paraprofessional, in writing, of his/her accumulated sick leave, step and lane.

If all other District #60 bargaining units are required to have direct deposit, then the Paraprofessionals unit will also.

Payment for working summer school shall be on a separate check or payment advice during the summer pay periods.

#### **B. Over and Under Payments**

In cases where an accounting error has occurred on a paraprofessional's paycheck resulting in Underpayment, the following shall occur:

1. If the employee becomes aware of an underpayment issue, they will notify the district payroll department.
2. If the district finds an underpayment issue, they will notify the employee via district email.
3. The district shall make every effort to immediately correct the error or within 5 business days by issuing a separate payroll check.

In cases where an accounting error has occurred resulting in overpayment the following shall occur:

1. If the employee becomes aware of an overpayment, they shall notify the payroll department.
2. If the district finds an overpayment issue, they shall notify the employee.
3. Once both parties are aware of the overpayment the district shall conduct an audit of the employees' pay to provide proof of overpayment.
4. If it is determined that the employee owes back payment the Union and the District shall work with the employee to establish a repayment plan or enter into a settlement agreement.

The district shall be responsible to cover the fees accrued by the employee from their banking institution due to any of the above payroll errors. The employee must produce proper documentation from their banking institution outlining the fees and penalties that occurred.

**C. Deductions**

**Required payroll deductions are:**

1. Federal Income Withholding Tax
2. Illinois/Wisconsin State Income Tax
3. Illinois Municipal Retirement Fund (after July 1, 1984, IMRF shall be sheltered from taxes)
4. Social Security

**Optional payroll deductions are:**

1. Dependent's Coverage - Medical, Hospital and Dental Insurance
2. United Fund Contributions
3. Credit Union
4. Tax Sheltered Annuities
5. Salary Protection Insurance
6. Union Dues and COPE Contributions

All such credit union deductions shall be deposited with the credit union within two (2) business days of payday.

Additional sums shall be deducted for income tax withholding purposes upon written request of the Employee.

**D. Job Descriptions**

Job descriptions shall be made known to all employees and shall be reevaluated for content from time to time by the Associate Superintendent for Human Resources, the employee's immediate supervisor, and the Union, with final approval by the Associate Superintendent for Human Resources.

All job descriptions shall state the term of employment and clearly define the essential functions of the position. Paraprofessionals shall be given a copy of their current job description upon request. Newly hired employees shall receive a job description as part of the employment packet. Paraprofessionals are expected to perform all duties outlined within the job description for the appropriate job classification.

The Union President shall be given one (1) copy of all current job descriptions prior to the beginning of this Agreement and shall also be given one (1) copy of any newly created or altered job descriptions prior to their implementation.

**E. Overtime**

All time worked over forty (40) hours per week shall be paid at the rate of time and one-half. Legal paid school holidays, emergency days and personal leave days shall be included in the computation of the forty (40) hour workweek. The workweek shall be computed from 12:00 a.m. Sunday through 11:59 p.m. Saturday.



## ARTICLE IV

### PERSONNEL

#### **A. Selection of Personnel**

- A. The Office of the Associate Superintendent for Human Resources shall be responsible for securing new or replacement Paraprofessionals when needed.
- B. All new applicants shall file an application and participate in a job-related District identified Skills Assessment. Applicants applying for positions identified as "instructional" must possess any State and/or Federally mandated hiring requirements. These individuals may be exempt from participating in the job-related District Skills Assessment. If applicants are qualified for the vacancy, they shall be referred to the building principal or administrator concerned and/or other Employee responsible for direct supervision for interviewing.
- C. New Employees must be of good moral character and be able to work harmoniously with the faculty and students.
- D. New Employees shall serve a three (3) month probationary period during which time the Employee is to be evaluated for performance by the immediate supervisor and/or administrative head. Evaluations are to be made in writing with one (1) copy to the Employee and one (1) copy to the Associate Superintendent for Human Resources for action.
- E. The Associate Superintendent for Human Resources shall place all new Paraprofessionals on the current salary schedule in compliance with Appendix A and with consideration of previous experience not to exceed placement at Step 2 of the schedule.
- F. The Union President shall be notified in writing by the Associate Superintendent for Human Resources of all newly hired Employees. Such notice shall be made within five (5) days of employment and shall include the Employee's name, address, location of employment, job position, hourly wage, and where applicable a description of past work experience and credit used in placing the Employee on the salary schedule. The description of past work experience shall indicate the type of work performed and the years such employment was held. This description is not intended to disclose the names of past employers or any other information that might reasonably be deemed confidential.

#### **B. Reemployment of Former Employee**

As a general operating policy, former Employees who are reemployed, shall be considered as new Employees, insofar as all fringe benefits, sick leave, and vacation entitlement are concerned.

Former Employees who are reemployed shall be evaluated as prescribed by Article II, Section E.

#### **C. Transfers and Promotions**

- 1. Voluntary Transfers/Promotions during the school year: All Employees are eligible to apply for vacancies, new positions, and/or changes in existing positions that occur (i.e., for transfers or promotions). New Paraprofessionals and Paraprofessionals who voluntarily transfer to new positions shall wait three (3) calendar months after probationary period is successfully completed before they are eligible to apply for a transfer. Notice of all vacancies, new positions, and/or changes in existing positions shall be sent to the Union President and shall be

posted and advertised for a period of ten (10) days for candidates to view and submit applications. Candidates who wish to apply for the internal posting should apply online via the Applitrack system. Applicants who previously applied for a position using the Applitrack system must indicate that they are an internal employee when they log in to the system when applying for another position. The employee should update each of the screens with new information and once complete, hit the submit button. An internal candidate may be selected from the pool of applicants to fill the position provided the employee has received a satisfactory evaluation (if there is one on file) and is already employed in that category or qualified to move to that job category. If an internal candidate meets these criteria, he/she will be granted an interview. At the end of the internal posting period, if no internal candidates are hired, then the District will notify the Union President, and the position may be posted externally until filled. It is the expectation of both parties that all candidates be notified whether they are hired for that position or not with a copy to the Union President. A day-to-day substitute Paraprofessional or temporary Employee may be employed during the posting and interview period if needed; however, no position shall be permanently filled until the end of the posting and interview period, which shall not exceed fifteen (15) days. Qualified District personnel shall be given preference over any outside candidate. Paraprofessionals considered for transfers or promotions shall receive full credit for past continuous service.

2. Voluntary Transfers/Promotions from one school year to the next: Any employee who has received a satisfactory evaluation (if there is one on file), is already employed in a job category (this applies to categories 4, 5, and 6 of Article VII.B, Paragraph 1(c)), and who wishes to transfer to the same category (this applies to categories 4, 5, and 6 of Article VII.B, Paragraph 1(c)) in another building may submit a request to HR to be placed on the yearly transfer list. Prior to the start of the next school year and before vacancies are filled with any external candidates, transfers for said employees will be automatically granted by seniority. Should an employee wish to change job categories the same procedure regarding the interview process and selection outline in subparagraph 1 above shall apply. Candidates who wish to voluntarily transfer into a new position must be able to meet the requirements of the position he or she is transferring into, including personal care and any physical demands required by the new position.
3. Involuntary Transfers: Involuntary transfers shall only occur for reasons related to student needs and class size. Notice of transfer and applicable reasons shall be provided in writing to the Paraprofessional prior to transfer. If involuntarily transferred, a Paraprofessional shall have first right to a new or vacant position for which he/she is qualified.

#### **D. Medical Examinations**

1. Each new Employee shall be required to submit evidence of physical fitness and freedom from communicable disease. Such evidence shall consist of a physical examination made by a physician licensed in the State of Illinois to practice medicine and surgery in all its branches. When the examination is done by the school physician, the expense thereof shall be assumed by the School District. If the Employee chooses for his/her examination a physician other than the school physician, the Board shall pay the cost of the examination up to the amount charged by the school physician provided the examination is completed on the form prescribed by the Board.
  - (a) Each new Employee must submit evidence of a negative examination for tuberculosis in accordance with the Illinois School Code.
  - (b) Each new Employee must submit to a Drug Test prior to employment.



- (c) At periodic intervals a Drug Test for existing Employees may be required as directed by the Associate Superintendent for Human Resources.
2. Whenever an Employee is required to furnish a certificate of physical fitness or to undergo a Drug Test after initial employment, this expense shall be borne by the Board.

If in the judgment of the building principal and the Associate Superintendent for Human Resources or designee, an Employee is incapable of fulfilling his/her duties because of illness or injury, he/she may be required to take a physical examination by a doctor selected by the school. If the results of the examination so warrant, the Employee shall be required to take sick leave until he/she is capable of resuming duties.

#### **E. Substitutes**

Short-term substitutes shall be defined as those who assume a bargaining unit position, in whole or part, for a period of less than eighty-four (84) calendar days. Long-term substitutes shall be defined as those who assume a bargaining unit position, in whole or part, for a period of eighty-four (84) or more calendar days. Short-term substitutes shall not be subject to the terms of this Agreement. Long-term substitutes shall be subject to all terms of this Agreement, commencing on the eighty-fifth (85) calendar day following employment. All substitutes (other than former Employees covered by Section B, above) shall be paid at Step 1 of the salary schedule. Commencing on the eighty-fifth (85) calendar day following employment, long-term substitutes shall be placed on the salary schedule pursuant to Section A-5., above. In the case of new or vacant positions, a substitute shall be employed during the posting period only. At the end of the posting period, if the position has not been filled by other qualified staff, then the position may be reported once. If still unfilled after the reposting and interview process, then the substitute shall be assigned by the supervisor to the position and begin the probationary period.

For safety officer substitutes only, the eight-four (84) calendar day period described above may be increased to a period of one (1) year in length before the safety officer substitute becomes subject to the terms of this Agreement; however, in these cases, the safety officers who continue past the eighty-fourth (84) day shall be guaranteed a safety officer position in the bargaining unit should one become available during the time they are serving as a substitute or up to thirty (30) school days after their service as a short-term substitute ends. Upon full time hire safety substitute will receive full health benefit coverage prudent to Article IX. The probationary period will remain 90 days. For the purposes of administering this provision, the Director of Safety shall create a wait list prioritized by date of first hire. Safety officer substitutes whose time as a short-term substitute has ended must fill out the negotiated request form in order to be placed on the wait list. All actively employed short-term safety officer substitutes who continue past the eighty-fourth (84") calendar day will automatically be placed on the list.

The District shall provide the Union president a quarterly list of all currently employed Paraprofessional substitutes including hire date no later than the first workday of each quarter (October 1, January 1, April 1, July 1).

#### **F. Personnel Files**

Subject to the exceptions in ILCS 40/10, Employees shall have a right to examine and copy the complete contents of all or any part of their personnel file. In order to do so, a written request stating whether the Employee wants to examine or copy the file for inspection and copying shall be submitted to the Human Resources department

indicating the date and time the Employee will be arriving to do so. The employer will provide the inspection opportunity within two (2) school business days of the Employee's request. The inspection will occur at the Human Resources department or a school site convenient to the Employee. The inspection will occur during the regular business day unless another time is mutually agreed to be more convenient. The employer is entitled to assure that no portion of the file is lost, damaged, removed or altered during the inspection and copying process. Copying shall be at the expense of the District once per Employee; however, the Employee may be charged no more than the District's actual cost of duplicating the information requested per year. If the Employee wishes to copy the file more than once in a year, subsequent copies shall be at the Employee's expense.

An Employee shall have the right to add an explanation or other statement to any evaluation, reprimand, or written warning.

## ARTICLE V

### WORKING CONDITIONS

#### A. Working Hours

All Paraprofessionals, employed on or before the execution date of this Agreement, shall work and be paid for a minimum number of hours per day equal to that for which the individual Paraprofessional was employed at the onset of the 2000-2001 school term, which shall include a minimum thirty (30) minute duty free lunch and applicable rest breaks as outlined below.

Paraprofessionals employed after the execution date of this Agreement shall work and be paid for the number of hours contracted with the Board and indicated in the individual employment contract of the Paraprofessional, Paraprofessionals hired prior to the end of the 2004-2005 school term shall continue to be paid a minimum thirty (30) minute duty free lunch and applicable rest breaks as outlined below.

Paraprofessionals hired after the end of the 2004-2005 school term shall be provided with those standards outlined in 1 and 2 below but shall not be paid for a duty-free lunch. The minimum daily hours of work for all full-time paraprofessionals except bilingual tutors shall be seven (7) hours per day (this is not intended to mean that all employees will work 7 hours per day; contracts still vary by position; i.e. we still have 7, 7.5, 8, and 8.5 hour employees based on the position and whether or not the employee gets a paid lunch according to the language above. The parties agree, however, that should a need for additional time above and beyond an employee's contracted time for the year be identified, the additional time shall be handled in accordance with the 2018-2019 MOU.

The minimum daily hours of work for bilingual tutors shall be 6.5 hours of direct student contact time, consistent with the requirements of the federal grant program funding these positions. The Administration will make best efforts to schedule grant funded training and tutoring opportunities for these bilingual tutors to afford them an opportunity to work as close as possible to the equivalent of seven hours a day. The Administration is not required to supplement grant funding for the bilingual tutors in order to meet this seven hour per day goal. In the event there is a change to the length of the school and teacher day that impacts the minimum daily hours of work for full-time paraprofessionals the parties will reconvene to review and revise this contract language as mutually agreed upon.

1. Lunch: The minimum four (4) hour standard used in the federal Fair Labor Standards Act shall apply for purposes of paid lunch. A Paraprofessional must work a minimum of four (4) hours on a given day to qualify for thirty (30) minutes of paid lunch, otherwise no lunch (paid or otherwise) shall be provided.
2. Rest Breaks: Paraprofessionals shall receive rest breaks according to the number of hours worked as follows:
  - Less than 6 hours – 1 break of 15 minutes
  - 6 hours or more – 1 break of 20 minutes
  - 7 hours or more – 2 breaks totaling 25 minutes
  - 8 break of 15 minutes – 2 breaks totaling 30 minutes



The schedule of work hours shall be determined by the immediate supervisor with the approval of the Associate Superintendent for Human Resources. The schedule of work hours for each position shall be determined at the onset of the school term and shall remain constant throughout the school term. If an Employee is hired after the onset of the school term, the scheduled work hours may be adjusted at that time for that Employee's position; once set, the adjusted schedule shall remain throughout the rest of the school term. In areas where student services must be provided continuously, the work schedule may be adjusted by the immediate supervisor. Paraprofessionals can expect to be scheduled to other work assignments within their job classification to provide continuous service during the rest breaks and lunch periods of others. Other than during contractual lunch and rest breaks, Educational Assistants at the high school level will provide continuous service to the students.

Each employee is required to record one in movement upon arrival and one out movement at departure on the time mechanism provided in buildings (The Union and Administration shall mutually work out the details of implementation). Traveling paraprofessionals shall utilize and be responsible for one timecard. A Paraprofessional must contact his/her immediate supervisor by phone or email to report his/her absence until such time the District institutes the AESOP system for Paraprofessionals. The District will introduce a time management system during the term of this agreement that will require employees to swipe in at the beginning of their shift and swipe out at the end of their shift to establish their eligibility for pay on a workday. Furthermore, for the first years after the District introduces a time management system, data collected will not be used for evaluation or discipline purposes or to dock pay. During this two (2) year 'pilot' period, a joint committee will be created, meeting no less than 3 times per school year, to address any administration and implementation of VeriTime policies and procedures.

## **B. Work Year**

Paraprofessionals shall work on all days of student attendance, two (2) Records' Day, four (4) institute days, any School Improvement/Inservice Days, Parent-Teacher Conference Days and Evenings, and any other days which teachers work. On Institute Days, School Improvement Days, and Parent-Teacher Conference Days, Paraprofessionals shall work the same schedule as teachers; there shall be no change in compensation for working the teacher schedule on these days. Paraprofessionals who work shall receive time and one-half for each hour worked during Parent-Teacher Conference Evenings. Should the District move to having an additional set of Parent-Teacher Conference evenings, Paraprofessionals shall work those additional two evenings under the provisions provided above. The District shall notify all paraprofessionals at least two (2) school days in advance as to their assigned location and time of workshops/trainings.

The minimum work year for Paraprofessionals shall be one hundred ninety-two (192) days. The work year for Category E bilingual liaisons may include five (5) additional workdays before school begins and five (5) additional workdays after school ends at the discretion of Human Resources; compensation for these additional days shall be above and beyond contractual days and shall be pro-rata. Library Assistants, Computer Assistants, and Computer Media Specialists may have the option to work up to five (5) additional days before the beginning of each school year and up to five (5) additional days after the school year. These days must be pre-approved by the Deputy Superintendent of Strategy and Accountability and/or the Deputy Superintendent of Academic Programs and Supports. The compensation for these additional days shall be above and beyond the amount shown on the wage scales in the Appendices and shall be pro-rata. Safety Officers may be directed to work up to three (3) additional days before the beginning of each school year or three (3) additional days after the school year for which they shall be provided relevant professional development.

In the event that it is necessary to close schools (building and system) due to an emergency (i.e., snow days, boiler failures, etc.), Paraprofessionals shall not report to work unless specifically instructed by their supervisor. In the event that a school closes due to a relatively minor incident (such as no water, no heat, floor or window problems, etc.), if the teachers receive their regular compensation for that day, the Paraprofessionals shall receive their regular compensation as well. Paraprofessionals who agree to work additional days, exclusive of summer school, shall be compensated at their regular rate of pay.

**C. Technology**

Employees shall have access to necessary technology in each building for conducting official school business within the District. All employees shall have access to Infinite Campus to meet their unique job requirements.

During student testing the Computer Assistant should attempt to resolve technical difficulties following District protocol. If still unresolved the Computer Assistant may seek the support of an Administrator or certified staff member.

**D. Student Concerns**

Administration shall acknowledge receipt of all student referrals or emails of student concern in a timely manner.

**E. Health and Safety**

The district shall make every effort to ensure the safest working environment for all employees. Should an employee feel their safety is in danger they shall report it to the administration and will have their concern(s) addressed in a timely manner.

The administering of medication to students by Paraprofessionals shall be on a voluntary basis. Paraprofessionals shall respond to emergency situations and accidents by providing care and comfort until help arrives. Ongoing health intervention such as suctioning, catheterization, and tube feeding shall not be the responsibility of the Paraprofessional.

The lifting or transfer of students shall only occur after a Paraprofessional is properly trained by a subject-matter expert, and even if the lift is performed by one (1) person as trained, another employee must be present to assist. Staff performing lifts shall be issued back supports and shall be required to wear these supports at all times when lifting and/or transferring students. If an individual is hurt while lifting and/or transferring while wearing a back support, the staff member must file an incident report as soon as feasible and follow District procedures. Worker's Compensation can be filed, unless it is shown that a pre-existing condition was the cause of the injury. If an individual whose back is hurt while lifting and/or transferring and a back support was not worn during the incident, that individual must fill out a District 60 insurance claim form and may not be eligible for Worker's Compensation; it is understood that no Paraprofessional whose job description does not include lifting and/or transferring students shall be allowed, asked or required to perform lifts under any circumstances without a back support.

Any Paraprofessional who during their assigned duty comes into contact with another individual's bodily fluid shall use universal precautions to remedy the situation and be allowed a reasonable amount of time to go home before returning to work without deduction in pay to remedy the situation in cases where garments are soiled.

**F. School Calendar Committee**

The Union shall be entitled to three (3) representatives on the Calendar Committee that annually recommends the school term calendar to the Board.



### **G. Notification of Assignments**

If a Paraprofessional's position, building, or hours have changed between one school year and the next, when known, or at least two (2) weeks prior to the start of the school year, the Board shall notify the Paraprofessional, in writing, of the changes and starting date. In addition, the District will provide a way in which Paraprofessionals can verify their placement/rate of pay and available leave time. Except for safety officers, Paraprofessionals shall not be assigned to more than two school buildings.

Each school year the assignment for Educational Interpreters will be made as follows: Interpreters will designate their building/grade level (elementary, middle, high school) preference and will be placed in that building/grade level following seniority as space allows. A list of building assignments will be provided to the union president at least ten (10) school days prior to the beginning of the school year, and the union president will be notified when a change in assignment occurs.

At the start of the school year, prior to student attendance, the Interpreters within each building, the Director of Special Education, the Low Incidence Coordinator, and the High School Department Chair will meet and select Interpreter coverage by rotating seniority utilizing a list of students' schedules until all classes for all students are assigned.

All assignments shall be made as described above and approved by the Director of Special Education in consultation with the Low Incidence Coordinator. Assignments shall not be made in an arbitrary or capricious manner.

### **H. Restricted Duties**

Paraprofessionals shall not be responsible for developing written lesson plans nor shall they be responsible for introducing new material to students in lieu of a certified staff member.

Paraprofessionals may be directed to follow lesson plans written by a certified staff member for the purpose of reinforcing concepts previously introduced by the certified staff member.

Paraprofessionals shall not be used as substitute teachers.

Paraprofessionals shall not be left unsupervised by a certified staff member to perform instructional duties. Paraprofessionals may be left unsupervised by a certified staff member in non-instructional settings; this may be done only for relatively short periods (10 minutes or less) and not for the purpose of releasing the teacher from duty. An Administrator, an ESS, or certified staff member shall be present in the cafeteria at the Middle School and High School levels during lunch periods.

Paraprofessionals shall not be assigned office work. Paraprofessionals shall not be used in place of a daily substitute secretary.

Paraprofessionals, excluding Safety Officers, shall not be assigned to lunch duty except as described in Article IX.M (Lunchroom Duty).

Paraprofessionals who are interested in performing crossing guard duty, should there be a District need for such, shall submit an application to Human Resources. Pay for crossing guard duty shall be determined through mutual discussions between the District Chief Financial Officer and the Union President, if the need for crossing guard duty arises. Paraprofessionals shall not perform crossing guard duty unless trained to do so.

**I. Field Trips**

Paraprofessionals shall not be charged any cost or fee for participating in a field trip.

**J. Parking**

Any Paraprofessional who as part of his/her work assignment is required to travel between school buildings shall utilize itinerant parking spaces as available at the travel locations.

**K. Safety Officers and Outreach**

1. Each new Safety Officer shall receive on-the-job training in each zone in order to be prepared to handle the job, as prescribed by the Director of Safety and Security. The total amount of training shall be no less than fifteen (15) hours.
2. All Safety Officers are to be provided an updated Safety Officer Operational Manual.
3. Safety Officers shall wear special shirts. The Board shall furnish five (5) such appropriate shirts each year to each Safety Officer. Appropriate refers to non-restrictive clothing conducive to the performance of the job. If ties should be required, crisscross ties, which do not harm the Safety Officers, will be furnished by the District to all Safety Officers. Slacks, skirts, and shoes shall be the responsibility of the Safety Officer. In the absence of outerwear provided by the District, Safety Officers are free to wear their own coats, sweaters, and rainwear. Beginning in 2016-17, all Safety Officers and Truant Officers will be issued work shirts, pants, and jackets of comparable quality. It is the responsibility of the Safety Officer to maintain the uniforms. Uniform pieces needed above the allocation provided by the District must be purchased by the employee.
4. Safety Officers shall not be required to assist in the cleaning of the cafeteria.
5. The District will make an earnest attempt to provide secure storage space for Safety Officers' personal property.
6. Safety Officer's shall be provided functional and working equipment necessary to perform the job.
7. In situations where Safety Officers are involved in altercations in which skin lacerations or other occurrences cause fluids, such as blood or saliva, to be in evidence, the Safety Officers shall be supplied with all necessary protective equipment - including gloves. Protective equipment must be carried at all times by the Safety Officers while on duty.
8. When the District provides a car for parking lot duty, the Safety Officer must use the District car. Any Safety Officer using a personal car for parking lot patrol shall be reimbursed at the current IRS mileage rate for all logged miles. No Safety Officers shall be required to use their cars. As an alternative, Safety Officers who do not wish to use their personal cars shall walk the parking lot.
9. When the immediate supervisor is unavailable, the principal or designee shall serve as next in command for matters involving Safety Officers.
10. Safety Officers shall not be called upon to transport students within District 60, whether or not it is before, during, or after school hours.
11. Safety Officers shall not be called upon to direct traffic outside of school property.
12. All Safety Officers shall receive bomb threat training. If the building is evacuated because of a bomb threat, the district shall call the police and report the threat. If



deemed appropriate by the above authority each trained Safety Officer shall search the school facility for suspicious objects in conjunction with and under the supervision of a building or District administrator. Untrained Safety Officers shall not be allowed to search the evacuated facility.

13. Safety officers shall not serve in supervisory or lead positions; however, upon mutual agreement between the Chief Operations Officer and Union President, such a position may be developed.
14. Overtime for Safety Officers shall be handled in the following manner:
  - a. Overtime assignments shall be e-mailed to Safety Officers assigned to the building at which the overtime assignment shall occur. Excluding emergency situations, overtime assignments shall be posted for twenty-four (24) hours before the assignments are allocated to give opportunity for Safety Officers to respond to the email.
  - b. If no Safety Officer accepts the overtime assignment in a specific building within twenty-four (24) hours after being posted, the overtime assignment shall be offered to all Safety Officers regardless of the building to which the Safety Officer is assigned.
  - c. Should more Safety Officers apply for overtime assignments than are available, assignments shall be made in such a fashion to reach the goal of equitable distribution of overtime assignments. If assignments result in a clear inequity, the Union shall be consulted to address the inequity.
  - d. The Safety Officer assigned overtime shall receive a confirmation e-mail to which the Safety Officer must reply within twenty-four (24) hours acknowledging acceptance of the overtime assignment.
  - e. If a Safety Officer arrives for an overtime assignment that has been cancelled, the Safety Officer shall be paid his/her hourly wage for the actual time expended, including necessary travel time, not to exceed one (1) hour per day.
  - f. Employees assigned to overtime assignments to support events determined to be 'critical' events by the District of Crisis Intervention and Safety shall receive a flat stipend amount of one hundred dollars (\$100) per event, in addition to their regularly assigned overtime compensation. All critical events will be identified when the overtime opportunity is advertised.
15. A Safety Officer representative shall serve on the interview/hiring committee for any new ESS.
16. Summer School employment for Safety Officers shall be on a three-year rotational seniority basis in the following manner (with the list for the rotation being maintained by the District): in the first year of the rotation, strict seniority will be used for selection; in year two, those selected in year one will move to the bottom of the rotation list in seniority order, and in year three, those selected in year two will move to the bottom of the rotation list in seniority order. In the fourth year, the cycle resets as stated above. (i.e. At most, Safety Officers will only be moved to the bottom of the list for two summer sessions following working a summer school assignment).
17. Truant Officers: Truant Officers are part of the Student Outreach department rather than the Safety Department. Truant Officers report directly to the head of the Student Outreach Department or his/her designee. The Truant Officer job description will not change but the primary focus of their role/responsibility will be dealing with truancy and all related functions in support of students K-12 attending school on a daily basis. Truant Officers will no longer be assigned to Safety Officer



duties. Truant Officers will have their own overtime assignments through the Office of Student Outreach and will no longer conduct Safety Officer overtime assignments. All other terms and conditions of employment remain the same.

18. Overtime for the Outreach Department

Overtime for employees in the Outreach shall be handled in the following manner:

- a. Overtime assignments shall be e-mailed, and text messaged to the Outreach Department assigned to the appropriate job classification at which the overtime assignment shall occur. Excluding emergency and urgent situations, overtime assignments shall be posted for twenty-four (24) hours before the assignments are allocated to give the opportunity for employees to respond to the email.
- b. If no employee for the job classification accepts the overtime assignment in a specific job classification within twenty-four (24) hours after being posted, the overtime assignment shall be offered to all of the Outreach Department regardless of job classification to which the employee is assigned.
- c. Should more than one employee apply for overtime assignments than are available, assignments shall be made in such a fashion to reach the goal of equitable distribution of overtime assignments and to support any specific language needs of the community if an overtime assignment requires such consideration. If assignments result in a clear inequity, the Union shall be consulted to address the inequity.
- d. The employees assigned overtime shall receive a confirmation email to which the employee must reply within twenty-four (24) hours acknowledging acceptance of the overtime assignment.
- e. If an employee arrives for an overtime assignment that has been canceled, they shall be paid his/her hourly wage for the actual time expended, including necessary travel time, not to exceed one (1) hour per day.

**L. Work Related Duties Outside Area of Assignment**

1. As long as requested or required to do so by the supervisor or principal, Paraprofessionals who are doing job related duties outside the regular area of assignment (such as at IEP conferences, at Testing, on field trips, etc.) shall not be considered as absent from school. This time away from the regular assignment shall not be construed adversely against any individual or against the group of Paraprofessionals as a whole.

In the case of an absent Paraprofessional, the District will first use their itinerant pool of substitute Paraprofessionals (who are part of the bargaining unit) to fill the need. If no itinerant Paraprofessional is available, the District will seek an agency substitute.

Second, if no itinerant Paraprofessional or agency substitute is available, the building Administration may use a list of volunteers on a rotating basis (generated at the beginning of each school year with those Paraprofessionals who designate that they will voluntarily fill in for absent Paraprofessionals).

Third, as a last resort, when no itinerant Paraprofessional or agency substitute is available and there are no volunteers available, then, in the case of a one-on-one absence, the supervisor may, in the case of an immediate/urgent need, assign an Educational Assistant to serve outside his/her assigned room/location for no more than one (1) full day. This type of temporary reassignment shall be limited to no more than one (1) day per week, per person.

In the case of absent Paraprofessionals, those Paraprofessionals grandfathered from

assisting with personal care duties per the MOU will not be required to assist with personal care duties.

2. Only bilingual liaisons shall be required to perform translations at IEPs.

## **M. Drug and Alcohol Use/Abuse**

### **a. Generally**

All District workplaces shall be drug and alcohol free. Employees are prohibited from the unlawful manufacture, dispensing, distribution, possession, use, or being under the influence of a controlled substance, including cannabis, or alcohol while on District premises, while performing work for the District on campus, or while operating District owned, leased, or contracted for vehicles or equipment.

Employees shall abide by federal, state, and local laws regulating the use, possession, sale, distribution, manufacture, or cultivation of controlled substances, including cannabis, and alcohol.

An Employee's use of a legally controlled substance or alcohol shall not negatively affect the Employee's on the job performance; threaten the safety or welfare of students or other employees.

### **b. Definitions**

The term "controlled substance" is as defined by law and for purpose of this agreement shall include cannabis.

### **c. Discipline**

An Employee who violates these provisions may be subject to disciplinary action up to and including termination.

#### **a. Counseling or Treatment**

The District may require an Employee to successfully complete an approved drug or alcohol abuse assistance or rehabilitation program as a condition of continued employment when the District has verified evidence that the Employee has a problem with controlled substances or alcohol. This requirement shall be in addition to any other disciplinary action deemed warranted by the facts in a particular case, and the Employee shall provide the District with proof of participation in such a program within thirty (30) days of the District receiving notice of the Employee's verified problem with controlled substances or alcohol. Failure to provide such notice may be grounds for immediate disciplinary action.

#### **b. Voluntary Notification**

If an Employee voluntarily notifies the Superintendent, building Principal, or their designee of problems s/he is experiencing with controlled substances or alcohol, the District will refer such individual for treatment and/ or counseling. Such notification shall be considered voluntary only if the Employee's disclosure is independent of any District inquiry into the Employee's job-related behavior. The voluntary disclosure shall remain confidential and shall not influence the evaluation of the Employee's work performance.

## **N. Employee Training**

The District shall schedule for each current Paraprofessional transferring to a new position within the District at least one (1) work day of training with pay. Additionally, the District shall schedule no less than two (2) half days of work during each full school



year devoted to training and support for each Paraprofessional.

Annually, the District shall provide mandatory training for Language Liaisons for IEP interpretation. Computer Assistants/Computer Media Specialists will receive training on computer testing programs that are implemented by the District. All Paraprofessionals must maintain certification and fulfill all certification renewal requirements.

Paraprofessionals may be required to attend district professional development or training, as directed by their building principal or central office administrator, including after school professional development on School Improvement Plan Wednesdays, during contractual work time. Paraprofessionals may also be required to utilize certain strategies from the professional development or training to support instruction in the classroom in the areas of instructional strategies, data collection, students with Individual Education Plans, students with Behavioral Intervention Plans, progress monitoring or verbal behavior de-escalation. (Note: Verbal behavior de-escalation training will be delivered as day 1 of the Crisis Prevention Initiative training.) Classroom Paras and Records Days: some time on Records Days in January may be used for training; however, this training will be limited to a maximum of two and one-half (2 ½) hours in length; any training on Records Days shall be mutually agreed upon by the Administration and the Union and otherwise comply with this Section; and there shall not be training on June Records Day (so as not to interfere with end of year building collaboration).

#### **O. Summer School Employment**

Straight seniority shall be followed for assigning Paraprofessionals for summer school (or ancillary program (ex. STEPS)) employment, except that for Safety Officers, summer school employment shall be on a three-year rotational basis (see Article V.J.16). Such assignments shall not be offered or assigned to individuals outside the Paraprofessional bargaining unit until all summer school assignments have been scheduled to interested Paraprofessionals. Paraprofessionals shall be notified of their summer school assignments at least five (5) calendar days before the end of the regular school year. If those Paraprofessionals eat lunch with their students, they will receive an additional thirty (30) minutes of pay.

Assignments shall be made in the following manner:

1. Probationary Paraprofessionals are not eligible for summer school employment, except in the case when no non-probationary Paraprofessionals apply for a position requiring specific skills (e.g., educational interpreters) at which time the Union president and the Administrative Coordinator for Summer School shall meet to discuss employment of probationary Paraprofessionals. If probationary Paraprofessionals are also unavailable for employment, the Union president and the Administrative Coordinator for Summer School shall meet to discuss employment of non-bargaining unit members.
2. Seniority for the purpose of assignment for summer school employment shall be designated as seniority within major job classification (e.g., assistants, safety officers, liaisons, hearing and vision technicians, and educational impaired interpreters.).
3. If the District can demonstrate the unsatisfactory performance of a Paraprofessional during the summer school or school year immediately preceding the summer during which the Paraprofessional has applied for summer school employment, the Paraprofessional will not be eligible for summer school employment except as otherwise determined by an administrator and the Associate Superintendent for Human Resources.

4. In classrooms servicing bilingual and/or special needs students or in buildings where specific safety concerns exist, and for whom administration can provide a legitimate need for specific Paraprofessional expertise or experience (e.g., safety and security, autism, CD, ELL), the District may request the services of a specific Paraprofessional who will then not be subject to assignment by seniority. Need for such request must be documented and approved by the Deputy Superintendent or Superintendent or his/her designee.
5. The District may deem certain Paraprofessionals as substitutes who will remain on on-call status pending availability for summer school employment substitution assignment(s). On-call summer school employment substitute Paraprofessionals shall be subject to assignment based on seniority within job classification. Substitutes shall not be hired from outside the bargaining unit except as provided under Article V. N. Need to hire substitutes outside the bargaining unit must be documented and approved by the Deputy Superintendent, or Superintendent.
6. Paraprofessionals who turn in tardy or incomplete applications will not be eligible for summer school employment in the summer for which the application was made.
7. Immediately following the application deadline, the Union President will receive a copy of all summer school employment applications for the purpose of preparing a seniority list. Prior to hiring for summer school employment, the Union President and the Administrative Coordinator for Summer School will meet to use the Union's seniority list and this Letter of Understanding's guidelines to determine Paraprofessional summer school employment assignments. A final list of Paraprofessionals who have been hired for summer school employment will be provided to the Union President no later than the weekday immediately preceding the first day of summer school.

**P. Professional Courtesy**

Paraprofessionals, administrators, and supervisors recognize the importance of treating each other with professionalism, dignity, and respect. Administrators and supervisors shall discuss any issues related to Paraprofessional employment and/or discipline with the Paraprofessional concerned privately and not in the presence of parents, students, and/or colleagues.

**Q. Periodic Background Checks**

Pursuant to Section 5/10-21.9 of the Illinois School Code, mandating that no school district knowingly shall employ an individual convicted of certain enumerated, criminal offenses, or found to have perpetrated the physical or sexual abuse of a minor, the Associate Superintendent of Human Resources annually shall conduct a criminal background check on 10% of the Paraprofessional staff to be employed in the forthcoming year. The names submitted shall be selected at random under a process developed mutually by the Union and the Human Resources department, and without regard to whether the Employee presently is or has been subjected to discipline. The same group of Employees shall not be investigated more frequently than once every five years. The investigation shall be initiated in between school year terms, after July 1, and all returning Employees shall be deemed to have provided consent unless they have given written notice to the Associate Superintendent of Human Resources of their intent to resign prior to July 1.

Individuals for whom a conviction record or finding of abuse is received shall be provided with a copy of the investigation results and an opportunity to refute the information contained therein to the Superintendent or his or her designee. During that period, the Employee shall be suspended with pay. To successfully refute a conviction record or finding of abuse, the Employee must show that: 1) he or she is not the true



subject of the record, 2) the record previously was ordered expunged, or 3) other clear error in the record exists. Unless the Employee makes the necessary showing within five business days, then the Employee shall be suspended without pay. If the conviction information cannot be refuted, or if the Employee does not schedule a hearing, the Employee shall be terminated, in accordance with law. If the information is refuted successfully, the Employee shall be reinstated, references to the conviction and any related suspension shall be deleted from the Employee's records, and any lost pay shall be promptly paid to the Employee.

**R. Mailbox, Storage Space and Keys**

Upon a Paraprofessional's completion of a work order and the approval of the Building Principal, a Paraprofessional shall be provided an individual mailbox, a classroom key if applicable, or a restroom key.

**S. Door Duty and Recess Duty**

Library Assistants, Computer Assistants, and Computer Media Specialists shall not be assigned to recess duty but may be assigned to door duty.



## ARTICLE VI

### VACATIONS AND HOLIDAYS WITH PAY

#### **A. Vacations**

Twelve (12) month Paraprofessionals shall have earned fifteen (15) days' vacation with pay after each one (1) full year of service. If twelve (12) month Paraprofessionals work less than one (1) year, vacation shall be prorated on the basis of one (1) day for each full month of service up to fifteen (15). No vacation will be allowed during the week prior to the start of school, the first week of school or the last week of school. No vacation will be allowed three (3) working days prior to graduation, the day of graduation, and the day after graduation.

#### **B. Paid Holidays**

1. Each Employee shall be granted the day off with pay on each of the following holidays:

New Years Day	*July Fourth
Martin Luther King's Birthday	Labor Day
Lincoln's Birthday**	Columbus Day
Pulaski's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Thanksgiving Friday
Christmas Day	
*Juneteenth	

\*Four additional holidays during the Christmas Break

\*12-month Employees only

\*\*Presidents' Day may be substituted.

If any paid holiday is changed to a school day, an alternate day shall be made a holiday, or the Employee shall be paid for the day.

In addition, Easter Monday shall be a paid holiday if there are no classes held on that day. If school is in session, it shall be a regular workday.

2. Holidays falling within a vacation period shall not be counted against vacation time.
3. When the school calendar is adopted by the Board of Education, Employees shall be notified of the resultant holiday schedules in the various job assignments. If the Memorial Day holiday falls outside an employee's work year, the employee shall be compensated for this day.
4. All Paraprofessionals, regardless of hours or days worked, receive holiday pay excluding employees that are on a deduct day one day before or one day after a holiday.

## ARTICLE VII

### LEAVES

#### **A. Sick Leave**

Starting on the first workday in the month of August or on the first workday of the month following initial employment, Paraprofessionals shall receive one (1) day of Sick Leave with pay each month except July up to a total of eleven (11) days per school term. Unused Sick Leave shall accumulate to a maximum of two hundred fifty (250) days. Twelve (12) month employees are entitled to thirteen (13) days versus eleven (11) days.

Employees may request information as to their accumulated Sick Leave from the Office of the Associate Superintendent for Human Resources.

Sick Leave shall be used for illness or physical disability to the Employee or immediate family. For Sick Leave, immediate family shall be defined in the School Code, Section 24-6.

Accumulated Sick Leave may be used for physical disability (incapacity) due to pregnancy prior to the Board approved date for Maternity/Parental Leave. If the Employee returns to work after the Board approved Leave and becomes disabled due to conditions associated with the reasons for the Leave, earned Sick Leave is applicable.

All Paraprofessionals receive Sick Leave. Sick Leave pay is issued in the amounts stated above for the same number of hours that were scheduled to be worked by the Paraprofessional in a standard workday. Sick leave may be used in half day or full day increments and shall be reported through the AESOP system.

Sick Leave shall run concurrently with leave mandated by the Family Medical Leave Act (FMLA) when it is used for a covered purpose under the FMLA.

#### **B. Funeral Leave**

The Board shall allow a Paraprofessional full pay for up to three (3) days for a death in the immediate family. In those situations which require the Employee to be absent in excess of the three (3) funeral days permitted, the extra day(s) shall be charged to accumulated sick leave.

No salary deduction would be in order except in those cases where all the accumulated sick leave days have previously been used and no balance of sick leave days exist for the Employee involved.

Definition of Immediate Family: husband, wife, mother, brother, father, sister, son, daughter, grandmother, grandfather, grandchild, aunt, uncle, niece, nephew, or legal guardians of the Paraprofessional or his/her spouse. Any friend or relative of the Paraprofessional or his/her spouse who is actually living in the home of the Paraprofessional at the time of death or at the commencement of final illness or accident is also considered immediate family.

Up to one (1) day shall be granted for the death of a close personal friend. This day to be deducted from the personal business days.

Should a Paraprofessional be named the executor of an estate, the Board shall allow the Employee up to five (5) days.

**C. Leave of Absence**

A leave of absence without pay may be granted for conditions of ill health or other reasons approved by the building principal or administrator and the Associate Superintendent for Human Resources or designee. No such leave of absence, however, shall be longer than one (1) year in length and no Employee shall be granted a leave of absence to seek employment elsewhere.

**D. Jury Duty Leave**

The Board shall pay the regular salary to Paraprofessionals called as jurors.

**E. Personal Leave**

1. Days Allowed: The Superintendent or Associate Superintendent for Human Resources shall annually grant up to two (2) days leave at full pay to be used in increments of quarter day (1/4), one-half (1/2) or full days only.
2. Requesting and Reporting Leave: Paraprofessionals shall request Personal Leave from the Associate Superintendent for Human Resources at least three (3) days prior to the date of the leave, except in emergency situations, utilizing a form to be provided by District 60. The form shall be included in this Agreement as an addendum but may be revised as necessary upon mutual agreement between the Administration and the Union President or designee.

Employees who have received approval for Personal Leave shall report the use of the Personal Leave using the established procedures for reporting all absences.

3. Disallowed and Discouraged Use: Personal Leave shall not be taken:
  - a. On a day immediately before or after a school holiday, vacation period, or during the first or last week of the school term, except in an emergency or under unusual circumstances, either of which shall require the special approval of the Associate Superintendent for Human Resources.
  - b. By a Paraprofessional who is on disability or long-term Sick Leave.
4. Accumulation as Sick Leave: Unused Personal Leave shall be added to accumulated Sick Leave at the end of each school year for use in the next school year, provided the Paraprofessional has worked at least one (1) day during that school term.

**F. Maternity/Parental Leave**

Maternity/Parental Leave of up to one (1) year shall be granted to pregnant Employees or to Employees for childbearing purposes. Maternity/Parental Leave shall run concurrently with leave mandated by the Family Medical Leave Act (FMLA) when it is used for a covered purpose under the FMLA. Employees who wish Maternity/Parental Leave shall notify the Associate Superintendent for Human Resources in writing of the condition of pregnancy no later than four (4) months prior to the expected birth of the child. The employee's physician shall determine when it is necessary for the employee to relinquish her duties.

Employees, after notifying the Associate Superintendent for Human Resources of their intention to take a Maternity/Parental leave at least thirty (30) calendar days prior to the date on which the leave is to begin (except in case of emergency), shall work out with the Associate Superintendent for Human Resources a time schedule for length of leave and expected date of return to work.

The following conditions shall apply:



1. Employees who return within ninety (90) days after the Maternity/Parental leave begins shall be returned to the same position. Where the ninety (90) days extends into the summer months, they may return to their same position at the start of the next school year if that position still exists.
2. Employees whose Maternity/Parental leave is between ninety (90) days and one (1) year shall be returned to a comparable but not necessarily the same position.
3. Seniority and advancement on the salary schedule shall be granted to those whose Maternity/Parental leave is less than six (6) months. Sick leave and other fringe benefits do not accumulate during Maternity/Parental leave.
4. Should there be a miscarriage, or should the death of the child occur within the period of Maternity/Parental leave, the employee may, in writing, request early reinstatement. Should an appropriate position become available, the employee shall be reinstated.

#### **G. Military Leave**

In as much as certain Employees face short term military obligations, the following covers such duties under periodic training type programs:

When an Employee is ordered to report for reserve training or National Guard duty at a time during the school year when it conflicts with his/her duties and responsibilities and no alternative arrangement is possible, the Employee shall be granted leave as provided for under the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA). The Board shall pay the regular salary of the Employee but may deduct the daily military base pay for the actual number of paid days missed.

#### **H. Life-Threatening Illness**

An Employee may be confronted with a life-threatening illness, which requires periodic treatment and absence from work. In such cases the Employee's illness must not require temporary or permanent disability leave but shall result in the use of all accumulated Sick and Personal Leave days.

The Board shall grant additional sick leave days to Paraprofessionals who have participated in the Sick Leave Bank and have exhausted all the days allotted them.

Under these circumstances the Board of Education shall grant additional sick leave days by matching the number of accumulated sick leave days prior to the onset of such life-threatening illness up to a maximum of thirty-eight (38) days.

#### **Rules and Regulations**

1. **Written Request:** A written request for additional Sick Leave days must be submitted by the Employee to the Associate Superintendent for Human Resources for approval by the Board as soon as the need for such leave is foreseeable or known.
2. **Job Performance:** The treatment of the life-threatening illness while on the job shall not appreciably affect the job performance of the Employee as verified by a school-appointed physician, as described below in #4.
3. **Employee's Health:** The Employee's job responsibilities shall not be injurious to the Employee's health as verified by a physician, as described below in #4.
4. **Medical Certification:** A paraprofessional's illness and its impact on his or her job performance shall be verified by the Employee's physician at the time leave is requested. The Associate Superintendent for Human Resources or the Board may require a second opinion, at District expense, by a school appointed physician. A

third independent opinion at District expense may be required only if there is a discrepancy between the first two opinions.

Medical Certification at District expense additionally may be required upon request for additional leave when the duration of the leave expires and/or if the Administration receives information casting doubt on the reason for the Employee's periodic absence.

5. **Continuity of Workplace Productivity:** During the period of treatment the frequency of absence of an Employee shall not adversely affect the productivity of the workplace.
6. **Spouse/Child:** This policy shall apply in the case of an Employee or the spouse or a child of the Employee with a life-threatening illness which causes the use of all accumulated Sick Leave by the Employee.
7. **Exhaustion of Available Days:** If it is necessary for the Employee to use all matching Sick Leave days provided by the Board within one (1) year of the time that the Employee first takes such additional days, the Board shall request an evaluation of the health of the Employee or the health of person(s) in the immediate family as defined in Item 6 above from the physician treating the illness or the school-appointed physician, at the sole discretion of the Board. The Board also shall be provided with information about job performance and attendance during that period of time so as to be able to determine the job status of the Paraprofessional.

The Administration and Employee may agree that the Employee leave for a period or periods of specified duration or temporarily transfer to a position which better accommodates the periodic leaves. Election of a temporary transfer would not affect the Employee's level of pay or benefits.

#### **I. Job Sharing Leaves**

An Employee may, at the discretion of the Board, obtain part-time leave to participate in a job-sharing arrangement. Employees who job share shall receive the entitled fringe benefits pro-rata.

#### **J. Sick Leave Bank**

The Board and the Union have established a Sick Leave Bank for the purpose of aiding those Paraprofessionals who have used all available Sick Leave or Personal Leave because of lengthy illnesses of the Employee.

1. **Deposit Rules:** The Sick Leave Bank shall be funded by deposits made in the following manner:
  - a) **Employee Deposit:** Each Paraprofessional who wishes to be eligible for use of the Sick Leave Bank shall deposit two (2) Sick Leave days from the Paraprofessional's personal supply of Sick Leave days upon initial membership. If a newly employed Paraprofessional wishes to join the Sick Leave Bank, the District will advance the Paraprofessional two (2) sick leave days for that purpose from the Employee's allotment for the last two (2) months of that school year.
  - b) **Board Deposit:** The Board shall contribute one (1) day for every ten (10) Paraprofessional days contributed in accordance with Section J. 1. e. below.
  - c) **Enrollment Period:** All deposits must be made between the first day of school and October 1 of each year.
  - d) **Notice of Benefit Availability:** After the initial year, only new Paraprofessionals or those Paraprofessionals who previously made no deposit shall be asked if they wish to deposit two (2) days to become eligible for use of the Sick Leave Bank.



- e) Mandatory Refunding of Bank: Should the number of days in the Sick Leave Bank fall below fifty (50) days, each participating Paraprofessional shall be required to deposit one (1) additional day to remain eligible for use of the bank. The Board shall contribute one (1) day for every ten (10) such Paraprofessional days.
- f) Irrevocable Donation: Any Paraprofessional who leaves the bank shall lose all days deposited.

## 2. Administration and Rules

- a) Sick Leave Bank Committee: To administer this bank, a Sick Leave Bank Committee of six (6) shall be composed of one (1) elementary, one (1) middle school, and one (1) high school Paraprofessional, and three (3) administrators.
- b) Exhaustion: Those Paraprofessionals who desire to withdraw days must have used all available Sick and Personal Leave.
- c) Request for Benefit: When a Paraprofessional's Sick Leave reserve has been reduced to ten (10) or less, such Paraprofessional may apply in writing to the Sick Leave Bank Committee (Committee), explaining the reason for the request. Upon request, the Paraprofessional shall provide written consent for the Committee to consult the treating physician for purposes of confirming the illness, anticipated duration of treatment/incapacity, and, where necessary, impact on work performance.
- d) Determination: The Committee shall review the request and accompanying documents and determine the Employee's eligibility for withdrawal of days and the number of days granted, if any. The Committee must report its decision to the Paraprofessional within ten (10) school days after receiving the Paraprofessional's written request. In cases of a tie vote, the Superintendent shall be the tiebreaker. The other rules and regulations governing the Sick Leave Bank shall be established by the Committee.

Sick Leave Bank days shall concurrently count as FMLA leave.

## K. Leave for Injury While on Duty

In case a Paraprofessional shall be injured while in the course of employment, and this injury results in eligibility for Worker's Compensation, the Board shall pay to the injured Employee full salary for up to fifteen (15) working days from the date of accident. During this period, any weekly indemnity payments made to the injured Employee under Worker's Compensation coverage shall be endorsed by the Employee to District 60 and deposited by the Business Office to the funds of District 60. Upon completion of the period, the Employee may file for disability benefits under the Illinois Municipal Retirement Fund and shall retain any further compensation checks. This Employee shall not be paid by the Board after the period. It is further provided that no sick leave accumulated to the credit of any Employee shall be deducted for time off because of an injury incurred in the course of employment.

## L. Special Leave Policy

Whenever an employee is absent from school as a result of personal injury caused by an assault and/or battery directly from a student arising out of and in the course of his/her employment, as determined and confirmed by an investigation, he/she shall be paid his/her full salary for the period of such absence up to two (2) months without having such absence charged against his/her annual sick leave or accumulated sick leave. To receive advantage of this benefit, the employee shall apply for worker's compensation, and any amount of salary paid pursuant to this section shall be reduced



by the amount of any worker's compensation award for temporary disability due to the said assault and/or battery injury for the period for which such salary is paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the point at which the employee is able to return to duty.

## ARTICLE VIII

### DISCIPLINE, TERMINATION AND REDUCTION IN STAFF

#### **A. Discipline**

Disciplinary Notice: No Paraprofessional covered by this Agreement shall be disciplined, including but not limited to warning, reprimand, suspension with or without pay, withholding compensation or discharge without:

1. Notice of the reasons; and,
2. The right to have a Union representative present at the employee disciplinary conference or fact-finding meeting. The Paraprofessional shall be informed of this right prior to the meeting commencing.
3. Disciplinary Appearance: When a Paraprofessional is required to appear before Administration and/or the Board regarding his/her possible discipline or dismissal, the Paraprofessional shall be given twenty-four (24) hour written notice and shall be entitled to have a representative of the Union present. The Paraprofessional Union President shall be copied on all written notices to meet regarding discipline or dismissal. It is the responsibility of the employee and union representative to address any employee request to waive union representation at such meetings. No Paraprofessional shall be required to attend a meeting until she/he has arranged to have Union representation if she/he chooses provided the twenty-four (24) hour time frame is supported. The meeting may occur beyond the specified timeframe if mutually agreed upon by the Union and Administration.
4. Disciplinary Procedure: Discipline shall be for just cause and follow progressive discipline of an oral warning, written warning, written remediation plan, suspension and termination. Nothing in this section prohibits the Board from taking immediate action for circumstances which are severe enough to warrant immediate action; however, if the conduct is remediable, the Board shall apply progressive and corrective discipline.

#### **B. Termination of Employment**

Final determination for dismissal shall be made by the Board of Education.

1. Paraprofessionals employed less than three (3) consecutive months may be terminated based on job performance as determined by the immediate supervisor/administrator. The Employee shall be warned orally of the deficiencies by the building principal, administrator and/or supervisor.
2. The following procedures are to be followed before dismissal or transfer of any Employee who has been with the District for three (3) or more consecutive months.
  - a) The Employee shall be warned orally of the deficiencies by the building principal, administrator and/or supervisor. This conference will be documented and kept at the building level.
  - b) Written Warning—A conference will be held and written documentation which outlines the deficiencies shall be signed by both the administration and paraprofessional. If the employee refuses to sign the document, the administrator will write "Employee refuses to sign" and provide the employee a copy of the document. The employee may write a rebuttal and attach it to the document. The employee's refusal to sign does not negate administration's right to implement progressive discipline.

- c) The building principal, administrator and/or supervisor shall present to the Employee a written remediation plan of the deficiencies, with a delineated period for remediation. This period for remediation shall be of length appropriate to the particular deficiencies but shall not be so short as to make remediation impossible. This is to be presented in person and the principal, administrator and/or supervisor shall explain to the Employee the deficiencies and the expectations. A copy of this written remediation plan shall be forwarded to the Associate Superintendent for Human Resources or designee.
- d) If the principal or administrator does not find improvement, then the Associate Superintendent for Human Resources or designee is to be notified in writing and appropriate action may be taken.
- e) Prior to termination the employee may request to appear and address the Board of Education in closed session before the termination voted upon.

The above procedures do not preclude the Administrator moving directly to Step B, Step C or to immediate transfer, suspension and/or dismissal of an Employee for such actions as being *under* the influence of alcohol, drugs or immoral behavior on the job, unprovoked disobedience or disrespect of a serious nature, or other egregious behavior constituting just cause.

All dismissals shall be for just cause.

### **C. Reduction in Staff (RIS)**

The following procedure shall be used when reduction in staff is necessary:

1. The Human Resources Office shall keep an official listing of all District 60 Paraprofessionals by seniority.
  - a) Seniority shall be based on official date of employment and current continuous service in the District. Each year, a seniority list will be provided to the Union President.
  - b) Seniority shall be retained during an approved leave of absence. Upon return from leave of absence, Employee's seniority shall be the same as at the start of the leave.
  - c) Seniority shall be held by job category as follows:
    - Category 1: Safety Officers, Truant Officers
    - Category 2: Hearing and Vision Technicians
    - Category 3: Educational Interpreters
    - Category 4: Language Liaisons, Residency/Homeless Liaison, Community Liaison
    - Category 5: Computer Assistants, Library Assistants, and Media Specialists
    - Category 6: All Other Positions (Assistants)
    - Category 7: OT/PT Therapy Technician
2. When the Board of Education approves the elimination of a position or a reduction in staff:
  - a) That Employee shall be allowed to apply for a District position within the same category, for which the Employee is qualified, of an Employee who is at the bottom of the seniority list in that category. If more than one (1) position within a category is eliminated (i.e., three (3)) that same number of positions at the bottom of the seniority list within that category may be applied for. Of the



Employees whose positions have been eliminated, the Employee with the most seniority within that category shall have first choice of positions available.

- b) The Employee whose position has been eliminated shall be allowed to apply for a new position.
  - c) The Personnel Office and/or principal or immediate supervisor shall determine if the applicant for the position is qualified. In general, all Paraprofessionals should be qualified for other positions within their respective category with the exception of language capability requirements for certain jobs.
3. The Employee whose position has been eliminated and has been approved for an alternate position in the District shall not suffer a decrease in experience credit on the salary schedule but shall receive appropriate wage adjustment pursuant to the job category of the alternate position.
4. Options of Employee whose position has been eliminated or is not qualified and accepted for any available position in the District:
- a) Eligible for unemployment in addition to placement on a waiting list for notification if positions become available for a period of one (1) year.
  - b) Retirement if eligible.
  - c) Early retirement if eligible.

If a RIS'd Paraprofessional is rehired within one (1) year of termination, it shall be without loss of seniority, credit on the pay schedule, and accrued benefits.

5. Any Paraprofessional requesting a position change during the school year shall have completed a three (3) month probationary period before requesting the change. The Paraprofessional must submit such interest in writing to his/her immediate supervisor. Upon receiving the change, the Paraprofessional shall be subject to the evaluation process as prescribed in Article II, Section E, on a yearly basis.

Those Paraprofessionals in new positions because of eliminated positions (RIF) may apply for a transfer following thirty (30) calendar days after reinstatement but shall not be given any greater consideration than any other candidate.

# ARTICLE IX

## FRINGE BENEFITS

### A. Medical, Hospitalization and Dental Insurance

#### 1. Medical and Dental

Medical, hospital and dental insurance shall be provided for all Paraprofessionals who work thirty (30) hours per week or more. The single premium shall be paid by the Board, subject to the conditions of Paragraph 2, below. Employees who wish to have their dependents insured shall pay the additional cost through payroll deductions. The Board agrees to pay the amounts listed in the chart below per year toward family/dependent coverage for those regularly employed Paraprofessionals enrolled in the Board's group plan, and beginning January 1, 2024, any increases above the premium rates listed in the chart below for 2024 will be shared equally between the Board and the Paraprofessional enrolled in the respective dependent care insurance plan.

#### Dependent Care Premium Chart

##### 2024 Insurance Premiums

Plan	Premium Cost	District Contribution	Employee Contribution
PPO Full Family	\$ 25,217.88	\$ 9,319.62	\$ 15,898.26
PPO Spouse	\$ 12,947.28	\$ 3,308.70	\$ 9,638.58
PPO Child	\$ 11,910.96	\$ 3,933.60	\$ 7,977.36
HMO Full Family	\$ 17,799.96	\$ 6,495.90	\$ 11,304.06
HMO Spouse	\$ 9,459.00	\$ 4,257.48	\$ 5,201.52
HMO Child	\$ 8,359.92	\$ 2,702.76	\$ 5,657.16
Blue Adv Full Family	\$ 16,553.04	\$ 5,957.64	\$ 10,595.40
Blue Adv Spouse	\$ 8,795.76	\$ 3,938.46	\$ 4,857.30
Blue Adv Child	\$ 7,773.84	\$ 2,501.10	\$ 5,272.74
HDP Full Family	\$ 21,974.76	\$ 7,034.88	\$ 14,939.88
HDP Spouse	\$ 11,271.60	\$ 3,823.38	\$ 7,448.22
HDP Child	\$ 10,379.04	\$ 3,552.60	\$ 6,826.44

#### 2. Eligibility

Newly employed Paraprofessionals shall receive no Board paid medical, hospital and dental insurance for a period of ninety (90) days from the date of employment.

#### 3. Continued Eligibility

Any Paraprofessional on approved unpaid leave of absence or any retired Paraprofessional who is receiving an IMRF pension may maintain insurance benefits by making timely payment of all premiums decided by their employment status, which may be due to the Business Office.

#### 4. Insurance Plan Board

The Union shall have one (1) seat on the Insurance Plan Board. The Insurance Plan Board shall review the insurance program. The primary purpose of the Insurance Plan Board is to oversee the insurance program. The Insurance Plan Board will review and consider information concerning carriers, investment income, claims paid, insurance reserves, stop loss limits, individual claim appeals, and other matters integral to the District's insurance program and its operations. The Insurance Plan

Board will make advisory recommendations on the foregoing matters to the Board of Education. In no case will the Insurance Plan Board infringe on or otherwise violate the terms of this agreement or the rights of the Union to negotiate, under the Illinois Educational Labor Relations Act, mandatory subjects of bargaining, including but not limited to all matters related to insurance benefits.

**5. Insurance Changes**

Insurance benefits shall not diminish during the life of this Agreement. If during the term of this Agreement, the Board's payment of the insurance premium for members of the Waukegan Paraprofessionals' Council would cause the Board to incur a penalty under the new provisions of the Affordable Care Act (ACA), the Board and the Union agree to bargain over the penalty to find a mutually agreeable manner in which to avoid said penalty.

**6. Insurance While On Leave**

Employees on an unpaid leave of absence may, at their own option and upon payment of the appropriate premium, continue to be covered under Board sponsored group insurance plans.

**7. Pro-Rata Benefits**

Employees beginning an approved leave of absence, Employees hired during the school term, and Employees whose employment terminates by mutual agreement of the Employee and the Board, or whose employment terminates by order of the Board, shall receive pro-rata compensation and benefits based upon the actual period of employment. All computations shall be based on the number of days the individual Employee would work in a full year. All Board paid insurance benefits shall be based on a calendar year beginning the first day of the school term. Any Employee whose benefits must be computed pro-rata shall have such done by dividing the actual number of work days by the number of days the individual Employee would work in a full year and multiplying the result by the annual benefit involved. In the case of insurance premiums, the final result shall be rounded to the nearest month. In the case of vacation time, the final result shall be rounded to the nearest day. (For example: An Employee works 103 days of a normal 210-day work year. The insurance benefit is calculated as  $103 \text{ days} / 210 \text{ days} \times 12 \text{ months} = 5.89 \text{ months}$ . This rounds off to six (6) months of insurance coverage.).

**8. Notification to Employees of Premium Reversion**

In any instance where Board payment of group insurance premiums is to revert to Employee payment (during leaves, retirement, mid-year new hires, mid-year resignations, etc.), the Board shall so notify the affected Employee in writing at least thirty (30) days prior thereto, unless there are fewer than thirty (30) days to premium reversion in which case the Board shall notify the Employee immediately. Such notification shall be by certified mail.

**9. Employees Returning From Leave**

All insurance coverage for Employees returning from an unpaid leave of absence who allowed insurance coverage to cease shall be effective on the first day of employment. If the first day of employment is other than the first day of the school term, Board paid premiums shall be as described in Paragraph 7, above.



**B. Worker's Compensation**

All Employees come under the provisions of the Illinois Worker's Compensation Act, which provides that the Board of Education shall carry insurance on all Employees for injuries sustained in the pursuit of their work. Any and all accidents must be reported to the Business Office immediately and they shall be referred to the Insurance Medical Services.

**C. Liability Insurance**

The Board shall provide liability insurance for Paraprofessionals. Inquiries concerning this coverage should be made to the Risk and Benefits Manager.

**D. Tax Sheltered Annuities**

Employees may subscribe to tax sheltered annuities under payroll authorization with the policy established by the Board of Education and the regulations in effect.

**E. Credit Union Deductions**

Employees may subscribe to the Consumer Co-op Credit Union under payroll deductions. All deductions shall be authorized by the Credit Union in accordance with the regulations established between the Credit Union and District 60.

**F. Salary Protection Insurance**

Employees may subscribe to the group income protection plan under payroll deductions in accordance with the policy established by the Board of Education and the regulations in effect. Inquiries concerning this item should be made to the Risk and Benefits Manager.

**G. Term Life Insurance**

The Board of Education shall provide for a term life insurance policy in the amount of fifty thousand dollars (\$50,000) for each Paraprofessional. The Board shall also allow for an optional purchase of twenty-five thousand dollars (\$25,000) of additional life insurance per year funded by Employee payroll deductions. These policies shall include an accidental death and dismemberment clause.

**H. Workshop Sessions**

Out of District workshop requests must be submitted to the Office of the Associate Superintendent for Human Resources for approval by the Administration, in consultation with the Paraprofessional's immediate supervisor. The Board shall reimburse all pre-approved costs. The District may schedule in-service training workshops for Paraprofessionals and attendance by all affected Paraprofessionals shall be required. The Board shall make every effort to schedule such workshops within the regular workday.

**I. Professional Meetings**

Any Paraprofessional may apply for professional visiting/meeting days. The request form, if initiated by the Paraprofessional, must be tentatively approved by the building principal or immediate administrative head. Final approval to take a professional visiting day, without loss of salary may be granted by the Superintendent or his/her designee.

Library Assistants shall have at least one joint meeting per year. Computer Assistants and/or Library Media Assistants shall have at least one joint meeting with the technology department during the school year.

**J. Retirement**

1. Participation in the Illinois Municipal Retirement Fund (IMRF) is mandatory for Paraprofessionals in jobs requiring six hundred (600) or more hours per year. Further information relating to the IMRF shall be furnished by the Business Office.
2. Upon retirement, at age fifty-five (55) or older, as evidenced by the Paraprofessional's application to the IMRF, Paraprofessionals shall be awarded ninety dollars (\$90) per year of service up to a maximum of fifteen (15) years to the District by the Board of Education.
3. Paraprofessionals retiring at the age of fifty-five (55) or older shall receive eighty dollars (\$80) per day for each unused sick day earned and accumulated in the Waukegan Public Schools above any used for retirement purposes. This amount shall be added to the Paraprofessional's final paycheck and shall be considered part of the Paraprofessional's final salary.
4. The Board of Education shall contribute one hundred and fifty-five dollars (\$155) towards the monthly premium to the Waukegan Public Schools Preferred Provider Organization (PPO) health plan for Paraprofessionals who retire with at least 25 years of service in Waukegan Public Schools, for five (5) years following retirement or until the Employee is eligible for Medicare, whichever comes first. To be eligible, the employee must be enrolled in the PPO health plan by the end of the open enrollment period (usually late September) preceding the date of retirement. The Union and the Board agree to re-open negotiations on this topic if an IMRF bill regarding retiree insurance becomes law.
5. A one-time service recognition bonus of one thousand five hundred dollars (\$1,500) shall be payable to a Paraprofessional upon retirement at age fifty-five (55) or older and based on twenty (20) years or more of service to the District. This recognition bonus can be used to maximize the Paraprofessional's final three (3) months' salary to one hundred twenty-five percent (125%) of the highest monthly salary in the first forty-five (45) months of the final forty-eight (48) months of employment, with the balance payable to the Paraprofessional on the final paycheck.

**K. Tuition Reimbursement**

Any Employee wishing to take job related coursework may request reimbursement. Such request must be filed in advance with the Associate Superintendent for Human Resources and be accompanied by a course description and statement of expected tuition, fees and material cost. If the coursework is pre-approved in writing by the Associate Superintendent for Human Resources, the Employee shall be reimbursed, upon submission of proof of successful completion and verification, of the cost of receipted expenses. Reimbursement shall not exceed one thousand three hundred (\$1,300) dollars per year.

When the administration requests and the Employee agrees to take a specific course or participate in a specific training program, the Board shall pay the full cost of tuition, books, fees, materials, and if required travel and lodging expenses, notwithstanding the limitations set forth above.

**L. In-Service Training/Meetings**

Whenever a Paraprofessional is required to attend in-service training or a meeting outside of the normal workday, such attendance shall be with full pay.

**M. Lunchroom Duty/Recess Duty**

The Administration will seek volunteers to work lunchroom and/or recess duty in lieu of



receiving a duty-free lunch. Those individuals who volunteer will receive their hourly rate prorated equal to the length of the duty up to the length of their lunch. Those paraprofessionals who volunteer and are assigned to assist specific students as they eat lunch (rather than being assigned general lunchroom supervision) will not be responsible to supervise more than five (5) students. The student assignment list for each paraprofessional will be consistent but may be modified by administration as needed (e.g. if a student moves out of district and a new student moves in).

Special Education Assistants that are paid to eat with students shall be responsible for the supervision of students from the Assistant's classroom of assignment at that time while in the lunchroom.

#### **N. Flexible Benefit Plan**

The Board shall establish and fund the administration of a flexible benefit plan. Such plan shall be developed in consultation with the Union and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for Employees to deduct:

1. Dependent Health Insurance
2. Dependent Dental Insurance
3. Additional Term Life Insurance
4. Disability Income Insurance
5. Other Non-Reimbursed Medical/Dental Costs
6. Child/Dependent Care Costs

and other items as may be hereafter agreed between the Board and the Union from their overall compensation and to be subsequently reimbursed therefore upon the timely filing of evidence of payment of such insurance or other costs and with the other provisions of such flexible benefit plan.

Part-time Employees shall receive such overall compensation and Board contribution toward insurance coverage as outlined in Section A, above, on a pro-rata basis. However, such part-time Employees shall be eligible for full deferral of their actual additional costs pursuant to the flexible benefit plan.

Each Employee shall declare, not later than December 1 of each school year, their anticipated annual cost of benefits under the plan for the twelve (12) month period January through December, provided such anticipated cost does not exceed ten thousand dollars (\$10,000). Such declaration shall be irrevocable for the twelve (12) month period January through December except as may be necessitated by a change in number of dependents. Employees shall be reimbursed on a monthly basis provided the Employee has filed evidence of payment.

Should the total annual evidence of payment submitted by the Employee exceed the declared annual anticipated cost, the Employee shall receive as reimbursement the declared annual anticipated cost. Should the total annual evidence of payment submitted by the Employee prove less than the declared annual anticipated cost, the Employee shall receive as reimbursement only the amount as specified through evidence of payment.

The Flexible Benefit Plan implementation date and the plan year (January through December) may be changed by mutual written agreement by the parties.

#### **O. Longevity Pay**

After five (5) years of continuous employment, Paraprofessionals shall earn one (1)



additional day of pay for each year of service, up to a maximum of fifteen (15) years (ten (10) days' pay). The first year of employment shall be any employment of at least ninety (90) working days. This longevity bonus shall be paid annually on the June 30 payroll.

In addition to the above, each Paraprofessional shall receive a one-time non-recurring bonus at the completion of the Twentieth (20) year of continuous employment in the amount of two thousand dollars (\$2,000) to be paid in December.

**P. Educational Interpreter Translation Pay**

Educational Interpreter Paraprofessionals shall be offered on a rotating seniority basis the opportunity to provide hearing impaired translation services during extracurricular activities at their regularly paid hourly wage. If a hearing-impaired student does not attend a scheduled extracurricular activity to which an Educational Interpreter is assigned on behalf of the hearing-impaired student, the Educational Interpreter shall be paid his/her hourly wage for actual time expended, including necessary travel time, not to exceed two (2) hours per day.

**Q. Extracurricular Duty Pay**

Paraprofessionals shall be offered on a rotating seniority basis by building the opportunity to provide services during extracurricular activities at their regularly paid hourly wage (this is for before/after hour activities such as working at a concert or a football game that do not otherwise fall under Article IX.R). If a scheduled extracurricular activity has been untimely canceled to which a Paraprofessional has been assigned, the Paraprofessional shall be paid his/her hourly wage for actual time expended, including necessary travel time, not to exceed one (1) hour per day.

**R. Extracurricular Sports, Activities, Tutoring and Clubs**

Paraprofessionals who are selected to coach or sponsor extracurricular sports, activities, tutoring or clubs will receive the same stipend or rate as listed in the Waukegan Teachers' Council Collective Bargaining Agreement for the applicable school year.

**S. Additional Paraprofessional Stipends**

The following duties shall be paid at the following rate of pay:

- Board of Evaluation for Interpreter (Adult & IEP meetings) \$50.00 per hour
- LARC Certification \$500.00 annually

## ARTICLE X

### UNION RIGHTS

#### **A. Dissemination of Information to Union**

The Board shall furnish to the Union President the following documents and kinds of information: Board agendas, official minutes of Board meetings, copies of individual school building handbooks and revisions, adopted Board policy manual affecting Paraprofessionals and their rules and regulations, annual auditor's report, current adopted budget, preliminary budget (display budget used prior to adoption of final budget), monthly financial reports, step and lane placement.

Employee lists including home addresses shall be given to the Union as soon as available each year and names and addresses of persons employed after that date shall be given to the Union as soon as they are available.

The Board shall provide to the Union upon request available information, statistics and records which are relevant to negotiations. The Board may provide such information in the form in which it is maintained regularly if it exists in that form. The Board need not create new documents to comply with such requests unless it is necessary to do so to further the negotiations process. The Union shall not request information that requires an unusually large amount of labor in order to comply with this request.

#### **B. Right to Enter Schools**

The President of the Union shall have the right to visit school buildings any time the President is not involved in work related duties. In addition, he/she may not interfere with the work-related duties of the Employee or Employees to be visited. The President must sign out of his/her own building and sign into the visited building, in the Principal's Office, stating that he/she is on Union Business.

#### **C. Dues Deduction**

##### **1. Authorization of Deduction**

The Union or any Paraprofessional who is a member of the Union who has applied for membership may deliver to the Board an assignment authorizing deduction of membership dues. The Board shall honor employees' individually authorized deduction forms, a copy of which shall be provided to the Board and shall make deductions in amounts certified by the Union for union dues, assessments, or fees. Such authorization shall continue in effect from year to year and shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions. Such authorization shall include the deduction of the unpaid balance from the final check if the Paraprofessional terminates employment prior to the payment of the full amount of the authorized deduction.

The parties will work collaboratively to efficiently manage dues revocations. In the event that an employee attempts to revoke his/her dues deduction authorization, the parties will notify each other, and the Union will determine if the attempted revocation is permitted by the terms of the executed authorization. The Union will notify the employer of any applicable dues deduction revision. Dues deduction privileges shall automatically be terminated when and if there has been a refusal to render full and complete services to the District.

##### **2. Deduction Period**

Dues deduction shall begin with the first pay period in November and conclude with the last pay period in May.



### **3. Indemnification**

The Union shall indemnify and hold harmless the Board of Education, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, and other forms of liability, including but not limited to, damages, attorneys' fees and costs that shall arise out of or by reason of action taken by the Board for the purpose of complying with the above provisions of this Section, or in reliance on any list, notice, certification, affidavit, or assignment furnished to the District under any of such provisions, or claims arising from either decisions of the Union concerning allowability of dues revocation demands or the Union's membership authorization agreement and its dues collection process.

### **D. Listings**

The Union and its officers shall be listed in the School District Directory. The Union shall submit the names of its officers by July 1 of each year for listing in the School District Directory.

### **E. Conventions/Union Business**

#### **1. Union Conventions**

Up to three (3) Paraprofessionals may attend the yearly IFT Convention for a period not to exceed two (2) days each without loss of salary.

#### **2. Union Business**

The Union President may use up to four (4) days a year for Union business (provided the time is not related to any strike or protest activities in this or any other District) without loss of pay.

#### **3. Union President Release Time**

The Union President shall be granted release time of two (2) hours per day without deduction in pay at a time to be mutually agreed between the President and the immediate supervisor, plus any urgent need upon mutual agreement, to conduct Union business.

#### **4. Union Officers**

Union officers may continue to perform occasional Union business during regular working hours without deduction in pay, so long as such activities do not impair job performance of the individual or the area to which the Paraprofessional is assigned.

### **F. COPE Deduction**

The Board agrees, if on file in the Business Office by October 15, to honor contribution deduction authorization from its Paraprofessionals in the following form (or reasonable likeness):

I hereby authorize the Board of Education to deduct from my salary during the last pay period in September only, the sum of \$\_\_\_ and to forward that amount to the Lake County Federation of Teachers, Committee on Political Education (LCFT- COPE). This authorization shall continue in effect from year to year unless revoked by me in writing prior to October 15 of any school year, or upon termination of my employment. This authorization is voluntarily made on the specific understanding that the signing of this authorization and the making of payment to the COPE are not conditions of membership in the Union or of employment with the District.



## ARTICLE XI

### GRIEVANCE PROCEDURE

#### **A. Definition**

A grievance is defined to mean a complaint by any member in the bargaining unit or the Union that there has been an alleged violation, misinterpretation, or inequitable application of any of the provisions of this Agreement.

Each grievance must contain the names of the individual(s) directly affected by the alleged violation. The grievance must also contain the location, date, specific relevant facts, relief requested, and the Article and Section of the Agreement claimed to be violated.

#### **B. Purpose**

The primary purpose of these procedures is to secure, at the lowest possible level, a solution to the problem.

#### **C. Scope**

- A. The failure of the aggrieved to act within the time limits set forth shall preclude further appeal of the grievance.
- B. The failure of the Administration to act within the time limits set forth shall allow the aggrieved to proceed to the next step of the procedure.
- C. Time limits set forth in this procedure may be extended by mutual written agreement.
- D. Probationary Employees may be disciplined or discharged without recourse to the grievance procedure.
- E. Matters covered by statute and governmental agencies are not subject to the grievance procedure.
- F. A grievance may be withdrawn at any level without establishing precedent.
- G. "School Days™" shall mean days on which the Office of the Associate Superintendent for Human Resources is open.

#### **D. Informal Procedure**

- 1. The grievant(s) should make a sincere attempt in a face-to-face interview with the building supervisor involved to resolve the matter informally.
- 2. If a satisfactory agreement cannot be reached, the Employee should discuss it with the building principal and at the central office level with the appropriate cabinet member before proceeding to the formal procedure.

## **E. Formal Procedure**

### **Step 1. Statement to the Administrator**

The grievant or the Union shall present a written statement on an official grievance form of the alleged violation to the Principal or other appropriate administrator within twenty (20) school days after a reasonable person should have been aware of the alleged violation. The Principal shall, within ten (10) school days of the receipt of the grievance, confer with the grievant and/or his/her representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the Principal shall give his/her written decision. A copy of the decision shall be given to the Union and the grievant(s).

### **Step 2. Appeal to the Superintendent**

In the event the grievance has not been resolved in the First Step, the grievant or the Union may file an appeal to the Superintendent or his/her designee. The Step 2 designee shall not be the same administrator as the one who heard the grievance at Step 1. This does not preclude the participation of the administrator(s) who was involved in Step 1. The appeal shall be made within ten (10) school days of the receipt of the appeal; the Superintendent or his/her designee shall confer with the Union in an effort to resolve the grievance within ten (10) school days of the receipt of the Step 1 appeal. The Superintendent, within ten (10) school days following the conference, shall file his/her written decision with the grievant and the Union.

### **Step 3. Appeal to the Board**

In the event the grievance has not been resolved in the Second Step, the grievant or the Union may submit a written appeal to the Board of Education. Such appeal shall be made within ten (10) school days after the receipt of the Superintendent's decision. The School Board shall take up the matter no later than the second regular Board meeting following receipt of the appeal. A hearing may be held if either party so requests. The School Board shall make its decision in writing within ten (10) school days after completion of the grievance meeting.

### **Step 4. Binding Arbitration**

Within thirty (30) school days after receiving the decision of the Board, the Union may submit the grievance to binding arbitration.

Nothing contained in this Article shall prevent the parties from mutually agreeing to skip any or all of steps one (1) through three (3) of the grievance procedure.

## **F. Arbitration**

### **1. Authority**

The arbitrator in his/her decision shall not amend, modify, nullify, ignore, or add to the provisions of this Agreement. His/her authority shall be strictly limited to the issue or issues presented to him/her by the parties and his/her decision must be based solely upon his/her interpretation of the meaning of the express relevant language of the Agreement.

2. Selection Process

The Board and the Union shall select a third party to act as the impartial arbitrator and the administrator of the proceedings.

The list can be provided by the American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service.

If a demand for arbitration is not filed within thirty (30) school days of the date for the time limits noted above, then the grievance shall be deemed withdrawn. Each party shall bear the full costs for its representation in the arbitration proceedings. The cost of the arbitrator and the AAA or the Federal Mediation and Conciliation Service shall be divided equally between the parties.



## ARTICLE XII

### DURATION AND TECHNICAL CLAUSES

#### **A. Board Rights**

The Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by state or federal law except as provided herein.

#### **B. Board Policy**

The provisions of this Agreement supersede any Board adopted policies in conflict therewith, unless the provision is in violation of state or federal law.

#### **C. Uninterrupted Service and Bargaining Guarantees**

The Union and the members of the bargaining unit hereby agree not to strike or engage in or support or encourage any concerted refusal to render full and complete services in District 60 during the life of this Agreement.

Any changes in mandatory conditions of employment not covered herein for Employees in the bargaining unit shall be negotiated with the Union if requested. The Board must give the Union notice of such anticipated changes.

#### **D. Savings**

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction or the legislature, said Article, Section or Clause, as the case may be, shall be deleted automatically from this Agreement to the extent that it violates the law, but the remaining Articles, Sections or Clauses shall remain in full force and effect for the duration of the Agreement.

#### **E. Typing and Printing of this Agreement**

The Union shall assume all responsibility related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Union shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties.

Copies shall be printed in the same manner, style, format and number as were printed for the previous Agreement. Final drafts going to the printer shall be agreed to by both parties. The Board shall reimburse the Union for the cost of such printing.

#### **F. Duration**

This Agreement shall be effective as of July 1, 2023, and shall remain in effect until June 30, 2026.

**IN WITNESS WHEREOF:**

The parties have executed this Agreement by their duly authorized representatives. This Agreement is signed this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

BOARD OF EDUCATION OF  
EDUCATION COMMUNITY UNIT  
SCHOOL DISTRICT NO. 60  
LAKE COUNTY, ILLINOIS

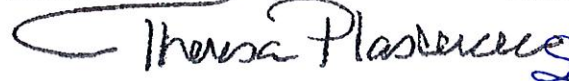
WAUKEGAN PARAPROFESSIONALS COUNCIL  
LAKE COUNTY FEDERATION OF  
TEACHERS, LOCAL 504, IFT-AFT/AFL-CIO  
LAKE COUNTY, ILLINOIS

  
\_\_\_\_\_

Board President

  
\_\_\_\_\_

Union President

  
\_\_\_\_\_

Board Secretary

  
\_\_\_\_\_

Union Secretary



## APPENDIX A

### WAGE SCHEDULE STRUCTURE

#### General

Newly hired Paraprofessionals may be placed up to Step 2 of the Lane for their respective job classification based on previous experience as determined by the Associate Superintendent for Human Resources. After a Paraprofessional has been on step 20 for one school year, he/she will receive a yearly Career Paraprofessional Stipend (CPS) stipend in addition to their base pay at step 20. The Career Paraprofessional Stipend is designated as the dollar amount at Step CPS on the salary schedule.

#### Job Classifications

A = Community Liaison, Computer Assistants, Diverse Learner Educational Assistant, Diverse Learner Educational Assistant-One-on-One, Educational Assistants, Language Liaisons, Library Assistants, Media Specialists, OT/PT Therapy Technician, Safety Officers, Bilingual Tutors.

B = Itinerant Diverse Learner Educational Assistant, Hearing and Vision Technician, Truant Officers, Residency/Homeless Liaison.

C = Educational Interpreter with national certification or national registration.

#### Hourly Wage Schedule (Appendix B)

Each returning Paraprofessional shall receive a step increase. If a Paraprofessional is placed on a written remediation program following the receipt of an unsatisfactory rating on the yearly overall evaluation, the step increase will be suspended until the written remediation program is successfully completed. Should the Paraprofessional successfully complete the written remediation program during the year of the suspended step increase, the Paraprofessional shall receive a retroactive step increase no later than June 30 of the school term in which the suspended step pay occurred.

**APPENDIX B**  
**STARTING WAGES**

<b>FY2024</b>	A	B	C
Step 1	\$18.10	\$20.45	\$38.38
Step 2	\$18.59	\$21.07	\$39.53
Step 3	\$19.09	\$21.61	\$40.05
Step 4	\$19.60	\$22.19	\$40.58
Step 5	\$20.12	\$22.74	\$41.13
Step 6	\$20.67	\$23.30	\$41.64
Step 7	\$21.22	\$23.87	\$42.17
Step 8	\$21.79	\$24.42	\$42.69
Step 9	\$22.37	\$24.98	\$43.24
Step 10	\$22.53	\$25.06	\$43.76
Step 11	\$22.95	\$25.39	\$44.29
Step 12	\$23.57	\$25.94	\$44.82
Step 13	\$24.19	\$26.48	\$45.34
Step 14	\$24.84	\$27.03	\$45.87
Step 15	\$25.51	\$27.57	\$46.40
Step 16	\$26.19	\$28.10	\$46.95
Step 17	\$26.89	\$28.66	\$47.47
Step 18	\$27.62	\$29.21	\$47.99
Step 19	\$28.36	\$29.74	\$48.52
Step 20	\$29.12	\$30.29	\$49.06
CPS	\$4.82	\$4.83	\$4.83

<b>FY2025</b>	A	B	C
Step 1	\$19.01	\$21.47	\$40.30
Step 2	\$19.52	\$22.12	\$41.51
Step 3	\$20.04	\$22.69	\$42.05
Step 4	\$20.58	\$23.30	\$42.61
Step 5	\$21.13	\$23.88	\$43.19
Step 6	\$21.70	\$24.47	\$43.72
Step 7	\$22.28	\$25.06	\$44.28
Step 8	\$22.88	\$25.64	\$44.82
Step 9	\$23.49	\$26.23	\$45.40
Step 10	\$23.66	\$26.31	\$45.95
Step 11	\$24.10	\$26.66	\$46.50
Step 12	\$24.75	\$27.24	\$47.06
Step 13	\$25.40	\$27.80	\$47.61
Step 14	\$26.08	\$28.38	\$48.16
Step 15	\$26.79	\$28.95	\$48.72
Step 16	\$27.50	\$29.51	\$49.30
Step 17	\$28.23	\$30.09	\$49.84
Step 18	\$29.00	\$30.67	\$50.39
Step 19	\$29.78	\$31.23	\$50.95
Step 20	\$30.58	\$31.80	\$51.51
CPS	\$5.33	\$5.34	\$5.34

<b>FY2026</b>	A	B	C
Step 1	\$19.86	\$22.44	\$42.11
Step 2	\$20.40	\$23.12	\$43.37
Step 3	\$20.95	\$23.71	\$43.94
Step 4	\$21.51	\$24.35	\$44.53
Step 5	\$22.08	\$24.95	\$45.13
Step 6	\$22.68	\$25.57	\$45.69
Step 7	\$23.28	\$26.19	\$46.27
Step 8	\$23.91	\$26.79	\$46.84
Step 9	\$24.55	\$27.41	\$47.45
Step 10	\$24.72	\$27.50	\$48.02
Step 11	\$25.18	\$27.86	\$48.60
Step 12	\$25.86	\$28.46	\$49.18
Step 13	\$26.54	\$29.06	\$49.75
Step 14	\$27.26	\$29.66	\$50.33
Step 15	\$27.99	\$30.25	\$50.91
Step 16	\$28.74	\$30.83	\$51.52
Step 17	\$29.51	\$31.45	\$52.09
Step 18	\$30.31	\$32.05	\$52.66
Step 19	\$31.12	\$32.63	\$53.24
Step 20	\$31.95	\$33.24	\$53.83
CPS	\$5.84	\$5.85	\$5.85