

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF DIXON UNIT  
SCHOOL DISTRICT NO. 170**

**AND**

**DIXON EDUCATIONAL SUPPORT PERSONNEL  
ASSOCIATION**

**FOR THE SCHOOL YEARS**

**2007-2008**

**2008-2009**

**2009-2010**

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## ARTICLE I

### RECOGNITION

- 1.1 Parties.** The Board of Education of Dixon Unit School District No. 170 (“the District”) hereby recognizes Dixon Educational Support Personnel Association, IEA-NEA (“the Association”), as the sole and exclusive bargaining representative for classified permanent full-time and regular part-time non-certificated teacher assistants, Title I assistants, library clerks/assistants, A-V technology assistants, technology assistants, speech pathology assistants, and teacher workroom assistants. Excluded from this contract are teachers, managerial employees, short-term employees, confidential employees, secretaries, lunchroom assistants, health assistants, office assistants, crossing guards, custodians, and all other employees not specifically included.
- 1.2 Classifications.** At the time of hire, classified employees will be placed within one of three classifications: Paraprofessionals; Technology Assistants; and Library Assistants. Paraprofessionals shall include regular and special education teacher assistants, one-on-one aides, Title I assistants, speech pathology assistants, and teacher workroom assistants. Technology Assistants shall include A-V technology assistants and technology assistants. Library Assistants shall include library clerks/assistants. The use of these classifications and job titles is neither an indication nor a guarantee that the District will continue to employ persons within these titles or classifications.
- 1.3 Definition of Full-Time Employee.** As used in this Agreement, a “full-time” employee is a classified employee who works twenty (20) hours or more per week on at least a nine (9) month or more scheduled basis.

## ARTICLE II

### MANAGEMENT RIGHTS

The District continues to retain, whether exercised or not, the sole right to operate and manage its affairs in all respects. Any power or authority that the District has not abridged, delegated, or modified by the express provisions of this Agreement is retained by the District. The rights of the District, through its management officials, include, but are not limited to, the following:

- A. determine the overall budget of the District;
- B. determine, control, and exercise discretion over the organization and efficiency of operations;
- C. hire, examine, classify, promote, train, transfer, assign, and schedule employees in positions with the employer;
- D. suspend, demote, discharge, or take other disciplinary action against employees for proper cause;
- E. increase, reduce, change, modify, or alter the composition and size of the workforce, including the right to relieve employees for violation of health or safety rules;
- F. reallocate positions to higher or lower classifications;
- G. establish, modify, combine, or abolish job classifications;
- H. determine the purpose of each of its service areas;
- I. set standards for services to the public;
- J. determine the locations, methods, means, and personnel by which operations are to be conducted, including the right to determine whether goods and services are to be provided or purchased; and
- K. change or eliminate equipment or facilities.

The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the District, in adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific express terms thereof are in conformance with the Constitution and laws of the State of Illinois and the Constitution and laws of the United States.

### **ARTICLE III**

## **GRIEVANCES & ARBITRATION**

**3.1 Definition of Grievance.** Any claim by the Association or a member of the Association that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement shall be a grievance.

**3.2 Grievance Procedure.**

**A. Filing.** A grievance must be filed within fifteen (15) days from the time of District action or the occurrence of the event complained of. Every employee covered by this Agreement shall have the right to present grievances in accordance with the procedures set forth herein. The written information contained in a filed grievance shall include: 1) a description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance; 2) a listing of the provisions of this Agreement that are alleged to have been violated or misapplied; and 3) a listing of specific actions requested of the administration to remedy the grievance.

**B. Computing Time Limits.** All time limits consist of school days. School days for purposes of the grievance procedure shall mean those days for which classes in the District generally are in session. During the summer recess, the time limits shall consist of all week days so that the matter may be resolved before the opening of the next school year or as soon as possible thereafter.

**C. Grievance Representative.** Upon selection and certification by the Association, the District shall recognize a grievance representative in each building. At least one Association representative shall be present for all meetings, hearings, appeals, or other proceedings relating to a grievance that has been formally presented and have the right on the representative's request to state the Association's views at all stages of the grievance procedure. The District acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any step. No grievant shall be required to discuss a grievance at any step if the Association's representative is not present.

**D. Informal Resolution.** The parties acknowledge that it is usually most desirable for an employee and his/her immediately involved supervisor to resolve problems through free and informal communications. Nothing in this Agreement will be construed as limiting the right of any classified employee to discuss a grievance informally with the member's supervisor and to have the grievance adjusted without intervention of the Association. When requested by the employee, the building grievance representative may intervene to assist in this informal resolution.

**E. Grievance Hearings.** If informal processes fail to satisfy the employee or the Association, a grievance shall be processed as follows:

**Step 1:** The immediately involved supervisor shall arrange for a meeting to take place within five (5) days after receipt of the written grievance. The Association's representative, the aggrieved employee, and the immediately involved supervisor shall be present for the meeting. The immediately involved supervisor must provide the aggrieved employee and the Association with a written answer on the grievance within ten (10) days after the meeting. Such answer shall include the reasons upon which the decision was based.

**Step 2:** If the grievance is not resolved at Step 1, the grievant shall in writing refer the grievance to the Superintendent or his official designee within five (5) days after the Step 1 answer or within ten (10) days after the Step 1 meeting, whichever is later. The Superintendent shall arrange a meeting with the grievant and the Association representative to take place within five (5) days of his receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the Superintendent will have ten (10) days to provide his written decision to the grievant and the Association representative.

**Step 3:** If the grievant is not satisfied with the decision at Step 2, he/she may file an appeal in writing to the Board of Education within ten (10) days after receiving the Step 2 decision. The official

grievance record maintained by the Superintendent shall be available for use by the Board of Education.

Within twenty (20) days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session. Within ten (10) days after the conclusion of the hearing, the Board of Education shall render a decision, in writing, to all parties involved in the grievance.

- F. Bypassing of Steps.** Provided the Association and the Superintendent agree, Step 1 and/or Step 2 of the grievance procedure may be bypassed and the grievance brought directly to the next Step. Class grievances involving more than one supervisor and grievances involving an administrator above the building level may be filed by the Association at Step 2. Grievances involving suspension or discharge of classified employees may be initiated at Step 3 of the grievance procedure.
- G. Investigation of Grievances.** The District and the administration will cooperate with the Association in its investigation of any grievance and will furnish the Association with such reasonable information as is requested for the processing of any grievance, as the information pertains to the grievance. Nothing in this section shall require the administration to conduct studies or surveys or retrieve information that would not be usual or customary.
- H. Scheduling of Hearings.** Grievance hearings may be held during regular school hours by mutual agreement (*e.g.* lunch or plan period) at a time and place that affords fair and reasonable opportunity for grievants and witnesses entitled to be present to attend. The Association shall provide a substitute employee or employees, subject to administrative approval, or bear the cost of any substitute employees required for any grievance hearing held during regular school hours.
- I. Withdrawal.** A grievance may be withdrawn at any step without establishing precedent.

**3.3 Arbitration.** If the Association is not satisfied with the disposition of the grievance at Step 3 or the Step 3 time limits expire without the issuance of the District's written answer, then the Association may submit a grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Expedited rules of the American Arbitration Association shall prevail if both parties agree. If the arbitrator finds the grievance to be caused by a violation of the terms of this Agreement, then the arbitration shall be final and binding on both parties. The arbitrator will not have the power to add to, alter, or amend the terms of this Agreement. Insofar as such arbitration is limited solely and simply to interpretation and implementation of the terms of this Agreement, both parties agree to abide by the results of the findings of the arbitrator. If a demand for arbitration is not filed within twenty (20) days of the date of the District's Step 3 reply, then the grievance will be deemed withdrawn. The cost of the arbitration shall be borne equally by the parties. Each party shall bear the full cost for its representation in the arbitration. If either party requests a transcript of the proceedings, that party will bear the full costs for the transcript. The Association shall provide a substitute employee or employees, subject to administrative approval, or bear the cost of any substitute employees required for any arbitration hearing held during regular school hours.

**3.4 No Reprisals.** No reprisals of any kind will be taken by the Board of Education or the school administration against an employee covered by this Agreement because of his/her participation in this grievance procedure. A reprisal shall not be considered to be any exercise of management's ability to make a decision affecting an employee. The District, however, has the right to exercise any prerogative that is part of management's rights as defined herein and as defined under the IELRA and other applicable laws and decisions without such act being considered a reprisal.

## ARTICLE IV

### DISCIPLINE

**4.1 Conduct Warranting Consideration for Discipline.** Unsatisfactory performance or conduct that may otherwise adversely influence an employee's ability to perform his or her job responsibilities may warrant consideration for discipline of employees, including dismissal, suspension, or reassignment of duties. Examples of unsatisfactory performance and unpermitted conduct include, but are not limited to, the following:

**A. Unsatisfactory Performance.** An employee's performance may be considered unsatisfactory and may warrant consideration for discipline if the employee is insubordinate or if the employee, after being directed by a supervisor not to repeat such conduct, demonstrates incompetency or inefficiency or neglects his or her duties.

**B. Unpermitted Conduct.**

**1. Unauthorized Absence.** Any unexcused failure to report to work shall be considered an unauthorized absence. Any unauthorized absence may warrant consideration for discipline. Unless an employee is unable, because of a mental, physical, or medical incapacitation, to report his or her absence, the District shall be entitled to consider any three consecutive unauthorized workday absences a resignation by the employee.

**2. Criminal, Immoral, or Other Wrongful Conduct.** Any criminal, immoral, or other wrongful conduct that may adversely influence an employee's ability to perform his or her job responsibilities may warrant consideration for discipline. Such conduct shall include, but not be limited to, (a) conviction of a felony, (b) arrest for any crime involving a child, (c) possession, consumption, delivery, or being under the influence of alcoholic beverages on District property, (d) possession, consumption, delivery, or being under the influence of illegal drugs while on duty, (e) negligent or willful damage to public property or vandalism of public supplies or equipment, (f) any

willful violation of a safety rule or procedure, (g) any violation of District policy, and (h) actions dangerous to other employees and/or students. The District shall inform the Association of any change in District policy after the date of this Agreement by notifying in writing the President of the Association or his or her designee.

3. **Dishonesty.** Any dishonesty may warrant consideration for discipline. Such dishonesty shall include, but not be limited to, (a) a material misrepresentation on an employment application or (b) provision of a false reason for obtaining an excuse for an absence.

4.2 **Disciplinary Action.** Disciplinary action or measures may include, subject to the policies of the District, any or all of the following:

- A. Oral reprimand;
- B. written reprimand;
- C. suspension; or
- D. discharge.

While teachers and other supervisors shall have the right to issue corrective direction to classified employees, any such corrective direction shall not be considered a reprimand or disciplinary action under this Agreement.

4.3 **Delivery of Reprimands.** If an administrative employee has reason to reprimand a classified employee, the reprimand shall normally be done in a manner that will not embarrass the employee before other employees or the public. In turn, a classified employee will cooperate without escalating a situation when requested to move from a public to a more private area to discuss an issue that may require a reprimand or discipline.

4.4 **Discipline Hearing.** Upon request, an employee covered by this Agreement shall have the right to be represented by the Association when charged in writing with any misconduct or violation that may result in any disciplinary action. The employee may have up to 48 hours to arrange for representation

when a formal hearing is requested by the administration. However, the administration reserves the right to meet with the employee at any time after being notified of a situation that may require immediate administrative action; at such a meeting, the employee will not be required to make any statements if representation is requested.

- 4.5 Just Cause Requirement.** No non-probationary employee shall be dismissed, suspended, or reassigned for disciplinary reasons without just cause and unless there is served upon the employee a written notice of dismissal, suspension, or disciplinary reassignment stating the reasons for the action and the effective date thereof. A copy of said notice shall be given to the President of the Association.

## ARTICLE V

### NO-STRIKE CLAUSE

- 5.1 No Strike Pledge.** During the term of this Agreement, neither the Association nor its agents nor any employee will for any reason authorize, institute, aid, condone, or engage in a slow-down, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the District.
- 5.2 Discipline.** The District may discharge or discipline any classified employee who violates Section 5.1 or any classified employee who fails to carry out his or her responsibilities under Section 5.1.
- 5.3 No Lock Out Pledge.** The District will not lock out any employee during the term of this Agreement as a result of a labor dispute with the Association unless there is a violation of this Article by the Association.

## ARTICLE VI

### ASSOCIATION RIGHTS & RESPONSIBILITIES

- 6.1 Bulletin Board.** The District agrees to provide space on an existing designated bulletin board in each attendance center and district office. The Association bulletin board shall be used only for Association business matters. Notices shall not contain primarily political matters or materials

containing criticism of or personal attacks upon the District or school personnel. All costs incident in preparing and posting of Association material will be borne by the Association. The Association is responsible for posting and removing material on its bulletin board and for maintaining same in an orderly fashion.

- 6.2 Distribution of Notices.** The Association shall have the right to pass out individual notices and to use the regular intra-unit mail facilities for necessary distribution of non-political announcements and similar material to the members of the Association regarding Association business.
- 6.3 Officer and Other Lists.** The Association shall submit each year to the Superintendent or designee a current list of officers and executive board members, negotiating committee members, and stewards. Any changes in this list shall be submitted to the Superintendent promptly upon such changes being made.
- 6.4 Use of School Buildings.** The Association shall have the right to use any school building for meetings outside of the employees' required work day upon twenty-four (24) hour prior request and approval of the building administrator or his/her designee, provided that such use does not interfere with any school or community sponsored activities and provided a custodian is regularly scheduled to be on duty at the time of use. The Association will clean up any premises used to the satisfaction of the building principal or a charge for the direct cost to the District may be charged to the Association.
- 6.5 Copies of Agreement.** The District agrees to print copies of this Agreement within ten (10) working days of its execution hereof for each classified employee, and the Association shall be responsible for distributing such copies. The District shall provide five (5) additional copies per year to the Association upon the Association's request and give all newly hired classified employees a copy at the time of hire.
- 6.6 Access to District Premises.** The District agrees that the Association staff representative or representatives shall have reasonable access to the premises of the District for legitimate Association business, upon notice to the building administrator by "signing in" at the office.

- 6.7 **Board Agenda and Minutes.** The President of the Association or his or her designee shall be given written notice of any regular or special meeting of the Board of Education, together with a copy of the agenda or statement of purpose of such meeting at least forty-eight (48) hours prior to the scheduled time of such meeting. A copy of approved Board of Education minutes shall be mailed or placed in the school mailbox of the President of the Association as soon as they have been prepared.
- 6.8 **Newly Hired Employees.** Names, addresses, phone numbers, and an explanation of entry-level placement, credited experience, hours of credited education, and salary of newly hired employees shall be provided to the Association President within five (5) days of District hire.
- 6.9 **Release Time.** The President of the Association and/or his or her designee shall be granted up to a total of five (5) days release time for the purpose of Association business and attending conferences related to Association business. If the Association deems it necessary to use an additional two (2) days, the Association will reimburse the District the cost of the substitute if one is required and hired.

## ARTICLE VII

### NON-DISCRIMINATION & FAIR REPRESENTATION

- 7.1 **Non-Discrimination.** Neither the District nor the Association shall discriminate against any employee covered by this Agreement in a manner that would violate any applicable laws because of race, creed, color, national origin, age, or sex.
- 7.2 **Fair Representation.** The Association recognizes its responsibility as bargaining agent and agrees to represent fairly all employees in the bargaining unit.

## ARTICLE VIII

### PERSONNEL FILES

- 8.1 **Keeping of Personnel Files.** The District shall keep a central personnel file for each classified employee. Principals or other supervisors may keep

working files, but material not maintained in the central personnel file may not provide the basis for discipline against an employee.

**8.2 Inspection of Personnel Files.** Upon appropriate request, an employee may inspect his/her personnel file subject to the following:

- A. Inspection shall occur during non-working hours, including lunch and break periods, at a time and in a manner mutually acceptable to the employee and the District. Upon request, an employee who has a written grievance on file who is inspecting his/her personnel file with respect to such grievance may have a representative present during such inspection.
- B. Not more than twice in any school year, copies of materials in an employee's personnel file may be provided at no cost to the employee upon request.
- C. Pre-employment information, *e.g.*, reference checks and responses, and information provided the District with specific request that it remain confidential shall not be subject to inspection or copying.

**8.3 Written Warnings.** Employees will be notified when a written warning is placed in his/her personnel file.

**8.4 Responses.** Employees shall have the right to file a written response to material in his or her personnel file.

## **ARTICLE IX**

### **HIGHLY QUALIFIED EMPLOYEES**

**9.1 Definition.** A classified employee shall be considered a "Highly Qualified Employee" for the purposes of this Agreement if the employee satisfies all of the requirements necessary to be considered "highly qualified" under the federal No Child Left Behind legislation and any implementing Illinois law or federal or Illinois regulation. If such legislation does not require that a classification of employee covered by this Agreement be "highly qualified," the provisions of this Article shall not apply to such classification(s) and to employees within such classification(s). The Regional Office of Education

or its designee shall determine whether an employee is a Highly Qualified Employee.

- 9.2 Seniority.** From and after January 1, 2006, notwithstanding any contrary provision set forth in Article X of this Agreement, a Highly Qualified Employee shall be deemed to have seniority over any employee in the Highly Qualified Employee's classification who is not a Highly Qualified Employee. Among Highly Qualified Employees, seniority shall be determined as set forth in Article X.

## **ARTICLE X**

### **SENIORITY**

- 10.1 Definition of Seniority.** Seniority shall, for the purpose of this Agreement, be defined as a classified employee's length of continuous full-time service for the District. A full-time employee is a classified employee who works twenty (20) hours or more per week on at least a nine (9) month or more scheduled basis. Full-time Title I teaching assistants shall be considered full-time employees. In the event that more than one classified employee has the same starting date of work, the District retains the right to choose the employee who will remain.
- 10.2 Application.** In all applications of seniority under this Agreement, the ability of the employee shall be defined as the skills, qualification, and ability skills of an employee to perform the required work. Where skills, ability, and qualifications to perform the required work are, among the employees concerned, equal, seniority as defined in Section 10.1 shall govern.
- 10.3 Non-Application.** Seniority does not apply and shall not be used as a determining factor in assigning particular types of work to employees or in assigning employee machines, equipment, or places of work.
- 10.4 Roster.** The District shall maintain and keep current a seniority roster noting name, building location, starting date of work, years of seniority, hours of credited education, current position by classification, and whether the employee, if a one-on-one aide, has been identified during the student's Individualized Education Plan as important to the student's continued

development and progress. A copy of such roster shall be given to the Association President annually by February 1.

**10.5 Termination of Seniority.** Seniority and the employment relationship shall be terminated when a classified employee:

- A. quits;
- B. is discharged for cause;
- C. fails to report for work within three (3) working days after having been recalled from lay-off;
- D. does not report for work within forty-eight (48) hours after the termination of an authorized leave of absence;
- E. no longer has any recall rights under Section 10.7.D. of this Agreement; or
- F. retires.

**10.6 Probation.** All new classified employees and all newly hired Highly Qualified Employees shall be considered as probationary employees and must successfully complete a probationary period before attaining regular employee status. Any regular employee who is transferred in the best interest of the employee and District shall retain his or her seniority status.

Each newly hired employee (including newly hired Highly Qualified Employees) becomes a probationary employee upon the date of his or her employment and remains so until he or she has successfully completed the required probationary period. The determination by the District that a probationary employee is not qualified to obtain regular employment status is not subject to the grievance or arbitration procedure of this Agreement. The required probationary period is ninety (90) working days.

During the probationary period, the probationary employee may be disciplined, discharged, laid off, or otherwise dismissed at the sole discretion of the District, and neither the reason for nor the disciplinary action, discharge, layoff, or dismissal may be the subject of a grievance. There shall

be no seniority among probationary employees. Upon the successful completion of the probationary period, however, the employee shall attain regular employee status and seniority credit, and the employee's seniority shall be retroactive to the date of hire.

## **10.7 Layoff and Recall.**

- A. Layoffs.** Except as set forth in Section 10.7.B. of this Agreement, the District in its discretion shall determine whether layoffs are necessary and, if so, in which job classification(s). Although not limited to such circumstances, layoffs shall ordinarily be for lack of work and/or lack of funds. Except as set forth in Section 10.7.B. of this Agreement, if it is determined that layoffs are necessary, employees will be laid off in accordance with their seniority in their respective job classifications and their ability to perform the remaining work. An employee to be laid off in one classification shall have the right to be transferred to another classification in order to avoid being laid off only if the employee is qualified to perform the work in the other classification. No seniority shall accrue during the period of layoff.
- B. Layoffs of One-on-One Aides.** An employee assigned to a student as a one-on-one aide shall not be laid off during a school year and shall instead be assigned other duties if the student to whom the aide has been assigned leaves the school district or for any other reason no longer requires a one-on-one aide or if another classified employee is assigned to such student as the student's one-on-one aide. All one-on-one aides shall be subject to the seniority and layoff provisions of Section 10.7.A. of this Agreement; provided, however, that if an aide has been identified during the student's Individualized Education Plan as important to the student's continued development and progress, the one-on-one aide may be retained by the District regardless of seniority. The District will notify the Association of all one-on-one aides who have been so identified through designation on the roster described in Section 10.4 of this Agreement. If any aide is so identified after February 1 of any year, the Superintendent shall communicate that identification to the President of the Association no later than April 28 of that year.

- C. **Notification of Layoff.** Before the Superintendent recommends any specific employee layoffs to the Board of Education, the Superintendent or his designee shall confidentially inform each employee whose layoff is being recommended. Formal notice of any layoff shall be in writing to the employee at least thirty (30) calendar days before the end of the work year. Such notice shall indicate honorable dismissal and shall be either personally delivered to the employee or mailed to the employee by certified mail.
  
- D. **Recalls.** Laid off employees shall be recalled in order of their seniority, with the most senior being recalled first in their classification. Recall rights are for the two (2) full continuous semesters and up to the first student attendance day of the subsequent school year following the effective date of the layoff. Notices of recall shall be sent by certified mail to the employee's last-known address. The recall notice shall state the time and date on which the employee is to report back to work.
  
- E. **Employee's Responsibility.** It shall be the employee's responsibility to keep the District notified of his or her current mailing address. A recalled employee shall be given fifteen (15) calendar days from the date of notice to accept the recall for the time and date of return to work. A recalled employee who declines the recall or who fails to respond within the fifteen (15) calendar days shall forfeit his or her seniority rights.

**10.8 Posting.** Notice of bargaining unit vacancies shall be sent to the Association President when the position becomes available and shall be posted for ten (10) calendar days before such position is to be filled during the school year and five (5) calendar days before such position is to be filled during the summer school vacation period. During the school year, vacancies shall be posted in each building in a visible area (*e.g.*, office bulletin board, Association bulletin board, or workroom bulletin board) and posted on the District's web site, [www.dps.k12.il.us](http://www.dps.k12.il.us). Summer vacancies shall be mailed to the Association President or his or her designee and also shall be posted on the District's web site.

**10.9 Eligibility.** Any bargaining unit employee may apply for a vacancy.

**10.10 Short-Term Employees.** The Board shall not temporarily employ personnel in a vacant or newly created position in the bargaining unit for more than ninety (90) work days or until the end of the school year, whichever period is less. The Superintendent or his/her designee shall notify the Association President of a temporary position if such position will exist longer than ten (10) days.

## ARTICLE XI

### PAYROLL DEDUCTIONS

**11.1 Association Dues.** Upon receipt of a lawfully executed written authorization from an employee, the District agrees to deduct the regular monthly prorated amount of annual Association dues of such employee from his or her pay and remit such deduction by the 15<sup>th</sup> day of the succeeding month to the official designated by the Association in writing to receive such deductions. By October 1 of each year, the Association will notify the District in writing of the exact amount of such regular membership dues to be deducted. For new hires after September 15 and through the end of the school year, there shall be a thirty (30) day period, after the notification from the District to the Association President of a new hire, to allow for recruitment and communication with the new hire. During the school year, any new hire and/or current employee may authorize dues deduction by signing a written authorization. Upon receipt of such authorization, the District shall commence payroll deduction within thirty (30) calendar days. The Association agrees to indemnify and hold the District harmless against any and all claims, demands, suits, or liability (monetary or otherwise), and for all legal costs arising from any action taken or not taken by the District in compliance with this Article. All dues deducted by the District shall be remitted to the Treasurer of the Association no later than ten (10) days after such deductions are made. The Association shall promptly refund to the District any funds received in accordance with this Article that are in excess of the amounts of the Association dues the District has agreed to deduct.

**11.2 Credit Union Deductions.** Authorization for tax-sheltered annuities and IMRF life insurance may be placed on payroll deduction by lawfully executed written authorization. However, the companies participating in the program will be limited to the Dixon Teachers' Credit Union and those

companies participating in the deduction program at the time this Agreement is signed.

**11.3 Wage Garnishments.** If the District receives a wage garnishment summons or wage deduction order on a classified employee, a charge of \$10.00 will be assessed to cover costs related to implementation of such garnishment or wage deduction order. This fee will be deducted from each pay period affected by the garnishment or order.

**11.4 Fair Share.**

**A. Applicability.** The provisions of this Section 11.4 shall apply only if, when, and during such time as 50% or more of the members of the bargaining unit also are members of the Association. The Association shall be responsible for informing the District when the Association believes the provisions of this Section 11.4 are applicable, and the District shall have the right to verify the Association's basis for such belief.

**B. Fair Share Provisions.** If, when, and during such time as the provisions of this Section 11.4 are applicable, each bargaining unit member, as a condition of his or her employment, on or before thirty (30) days from the date of commencement of duties or the date the provisions of this Section 11.4 become applicable, whichever is later, shall join the Association or pay a fair share fee to the Association, equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues. The Association annually shall certify to the District the amount constituting each non-member employee's fair share. Such certification shall be made in writing by the Association President and submitted to the Superintendent within 30 days of the date the provisions of this Section 11.4 become applicable and by September 1 of each year thereafter, as long as such provisions continue to apply. If the bargaining unit member does not pay his or her fair share fee directly to the Association by a certain date as established by the Association, the District shall deduct the regular monthly prorated amount of annual fair share fees from the wages of such non-member and remit such deduction to the Treasurer of the Association no later than ten (10) days after such deductions are made. The obligation to

pay a fair share fee will not apply to any bargaining unit member who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

C. **Indemnification.** If any legal action against the District is brought in a court or administrative agency because of its compliance with this Section 11.4, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The District gives prompt notice of such action in writing to the Association and permits the Association intervention as a party if it so desires; and
2. The District cooperates with the Association and its counsel in securing and giving evidence, obtaining witnesses, and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the District from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the District's compliance with this Section 11.4. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability that may arise as a result of any type of willful misconduct by the District or the District's imperfect execution of the obligations imposed upon it by this Section 11.4.

## ARTICLE XII

### INSURANCE

- 12.1 Provision of Insurance.** Subject to the terms of this Article, the District will provide full-time classified employees group medical and life insurance coverage. As used in this Agreement, a “full-time” employee is a classified employee who works twenty (20) hours or more per week on at least a nine (9) month or more scheduled basis. No insurance benefits shall be provided for part-time employees.
- 12.2 Features of Health Insurance Plan.** The health insurance plan shall contain cost containment features concerning weekend (Friday-Saturday) admissions and second opinions for non-emergency surgeries, provided the patient has his/her choice of doctors and the additional opinions are paid for under the health insurance plan. The Board may provide for all or any such insurance coverage through a self-insurance plan. The types of claims covered with the prior insurance carrier will be identical to those types of claims covered under the self-insurance plan or any future carrier.
- 12.3 Deductibles and Co-Payments.** The plan will contain a \$500 deductible per family. During all years of this Agreement, the District shall pay 80% of the first \$2,500 per individual excluding the deductible and 100% of the balance to a maximum lifetime benefit of \$2,000,000. When a covered employee or his/her dependent is admitted to a hospital, he/she must comply with pre-admission procedures. Failure to meet the pre-admission requirements for a hospital admission will cause benefits to be reduced by the application of a \$200 penalty deductible. The resulting co-payment will not be applied toward the employee’s out-of-pocket expense minimum.
- 12.4 Employee Contribution.** During the 2007-2008 school year, covered employees shall pay \$17 per month for individual health insurance coverage and \$46.50 per month for family health insurance coverage. During the 2008-2009 school year, covered employees shall pay \$25 per month for individual health insurance coverage and \$65 per month for family health insurance coverage, or half of the amount paid by teachers for the identical coverage in 2008-2009, whichever is less. During the 2009-2010 school year, covered employees shall pay \$25 per month for individual health

insurance coverage and \$75 per month for family health insurance coverage, or half of the amount paid by teachers for the identical coverage in 2009-2010, whichever is less.

- 12.5 Continuation of Coverage.** An employee who has worked the full contract year and is dismissed for reduction in force will have his/her health/life insurance coverage paid by the District through August 31 or the first day of the ensuing school year, whichever comes first, provided that the employee continues making any contribution required by Section 12.4. The “rified” employee may purchase at his/her own expense “converted policy” protection by applying to the District’s self-insurance administrative agent within thirty-one (31) days of the effective date of termination of the District’s group insurance coverage.
- 12.6 Other Insurance.** The District shall also provide a life insurance and accidental death and dismemberment plan of \$20,000 for all full-time classified personnel.
- 12.7 Insurance Committee.** The parties shall participate in an insurance committee with one board member, one administrator, and at least two DEA members and representatives from DESPA and non-certified employees, the number of which shall be established by agreement of all the groups. The Committee will meet at least once every quarter with the purpose to: obtain and review documents necessary to monitor the health plan such as renewal rate projections; explore additional types of insurance coverage; and make recommendations to the Board regarding health insurance plans and coverage.
- 12.8 Optical and Dental Insurance.** The Board will offer an optical and dental insurance program to the employees at the employees’ expense.
- 12.9 Flex 125 Plan.** The Flex 125 Plan implemented by the District in the 1992-93 school year shall continue and be available for full-time classified employees for the duration of this Agreement, with the participating employees and the District each paying 50% of the monthly administrative cost for the Plan.

## ARTICLE XIII

### HOURS OF WORK; COURSE REIMBURSEMENT

- 13.1 Work Day.** Employees who work a 7-8 hour day normally shall have the equivalent of a fifteen (15) minute break during each four-hour shift to take care of personal matters and a duty-free unpaid lunch of not less than 30 minutes. The hours of part-time employees will be scheduled consecutively, or a lunch period and break time will be provided. Any work requested of an employee beyond the normal work day must be pre-approved by an administrator, with such pre-approval being documented on the employee's time card.
- 13.2 Overtime Pay.** If entitled to overtime pay under federal and state law, full-time employees covered by this Agreement shall be paid one and one-half (1 1/2) times their regular straight time hourly rate of pay for all authorized hours in the same classification of work in excess of forty (40) worked hours in a workweek. It is specifically understood by the parties that this overtime pay provision shall not apply to any unauthorized hours of work or to work in another employee classification. Overtime must be authorized by the Superintendent or his or her designee in writing. Paid time off for sick leave or other paid leaves shall not be counted as time worked in computing the forty (40) hours per week requirement.
- 13.3 Application.** Nothing in this Article shall be construed as preventing the District from restructuring the normal workday or workweek for the purpose of promoting the efficiency of the school system, from establishing the work schedules of employees, or from establishing part-time positions.
- 13.4 Notice of Assignments.** Employees shall be notified, in writing, by July 1 of the following year's assignment. If an assignment is changed after such date, written notice or a phone call by the administration to the employee shall be made as soon as possible.
- 13.5 Course Reimbursement.** Employees may request workshop and/or tuition reimbursement. To be eligible for reimbursement, all requests must be submitted in advance on an agreed form to the building principal and approved by the Superintendent or his/her designee. Reimbursement for a pre-approved request will be made within thirty (30) days of the employee's

submission of evidence demonstrating the successful completion of the workshop or course. An employee shall not be paid while attending a workshop or course outside the regular work day unless the Superintendent has directed the employee to attend such workshop or course or has otherwise agreed to pay the employee for attending the workshop or course. The form that shall be used for seeking such reimbursement is attached to this Agreement as Appendix 1. The form that shall be used for requesting an absence and/or reimbursement for travel and other expenses is attached to this Agreement as Appendix 2.

## **ARTICLE XIV**

### **HOLIDAYS**

Classified employees shall not be required to work on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, or Christmas Day or on other school holidays designated by the District.

## **ARTICLE XV**

### **SALARY SCHEDULES**

**15.1 Payment for Work.** Employees covered by this Agreement will be paid for only the hours and only the days they work. Employees classified as Paraprofessionals will work 175 days per year, and employees classified as Technology Assistants and Library Assistants will work 180 days per year.

**15.2 Wage Schedules.**

**A. Entry-Level Placement.** During this Agreement, entry-level placements shall be paid in accordance with the applicable wage schedules set forth in Appendices 3 and 4. Newly hired employees shall be placed at Year 0, unless he or she is granted additional years because of previous experience. A newly hired employee shall receive a year of experience credit (up to a maximum of Year 8) for each year he or she worked in the District within the classification for which he or she is being hired. A newly hired employee may receive up to one-half year of experience credit for each year he or she has worked outside the District in a credited position up to a maximum of

six (6) years of credit. For Paraprofessionals, a “credited position” is a position in which the newly hired employee was paid for instructing children in a school-type setting. For Technology Assistants, a “credited position” is a position in which the employee was paid for installing computer hardware and software, working with audiovisual equipment, and/or troubleshooting computer problems. For Library Assistants, a “credited position” is a position in which the employee was paid for working in a public, private, or school library or resource center.

- B. Wage Schedules for Paraprofessionals.** Paraprofessionals shall be paid in accordance with the 2007-2008, 2008-2009, and 2009-2010 wage schedules set forth in Appendix 3.

When a Paraprofessional earns 75 or more hours of college coursework pre-approved by the Superintendent, he or she shall be responsible for timely reporting to the District any basis for movement into Lane +75 Hours. The form that shall be used for seeking such approval is attached to this Agreement as Appendix 2. Hours of college coursework are timely reported if the Paraprofessional reports the hours to the District by the September 1 or February 1 of the year in which the hours are earned. A Paraprofessional who has accurately reported the 75 hours of approved college coursework by September 1 shall be moved to Lane +75 Hours and the increase in his or her hourly rate shall be reflected in the paycheck issued on the following September 30. A Paraprofessional who has accurately reported the 75 hours of approved college coursework by February 1 shall be moved to Lane +75 Hours and the increase in his or her hourly rate shall be reflected in the paycheck issued on the following February 28.

- C. Wage Schedules for Technology Assistants and Library Assistants.** Technology Assistants and Library Assistants shall be paid in accordance with the 2007-2008, 2008-2009, and 2009-2010 wage schedules set forth in Appendix 4.

- D. Rate Increases Following Entry Placement.** An employee who starts work at any time between the start of a school year and January 31 will receive his or her first annual hourly rate increase at the start of the next school year. An employee who starts work after January

31 in any school year will receive his or her first annual hourly rate increase at the start of the second school year after his or her start date.

- 15.3 Event-Related Duties.** Employees performing event-related duties shall be paid (per hour) \$16.50 for 2007-2008; \$17.00 for 2008-2009, and \$17.50 for 2009-2010. However, if an event-related duty causes the employee to work more than forty (40) hours, he or she shall be paid the event-related duty amount or time and one-half of his or her hourly rate, whichever is more.

## ARTICLE XVI

### LEAVES

#### **16.1 Sick Leave.**

- A. Grant and Use of Sick Leave.** After an employee's first year of employment with the District, each employee who works a full school year shall receive a total of fifteen (15) sick leave days with full pay for the school year. During an employee's first year of employment with the District, one (1) day of sick leave shall be earned each pay period, to a maximum of fifteen (15) days. In the discretion of the Superintendent, a newly hired employee during the employee's first year of employment with the District may be permitted to use sick leave the employee has not yet earned. If such an employee is allowed to use sick leave that has not been earned and if that employee's employment terminates before such used sick leave is earned, the District shall be entitled to deduct from the employee's wages an amount equal to the unearned sick time previously permitted to the employee. Unused sick leave shall accumulate to 185 days. An employee may use available or permitted sick leave for personal illness, quarantine at home, the serious illness or death of a member of the employee's immediate family or household, the birth of a child, medical reasons associated with birth, or the adoption of a child; provided, however, that no more than five (5) sick leave days may be used for the adoption of a child. An employee's immediate family shall include parents, spouse, siblings, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians and, in cases of death, daughters-in-law, sons-in-law,

uncles, aunts, nephews, nieces, and step-children. Sick leave may be used only in half day or full day increments.

**B. Duty-Connected Injuries.** Absence caused by a duty-connected injury shall not be deducted from the employee's sick leave for the first thirty (30) working days following such injury. Payment during said thirty (30) day period shall be based upon full salary less a credit to the District for any payments received by the employee for income benefits under the Worker's Compensation Law of Illinois. If an employee is absent longer than said thirty (30) day period, the employee may use one-third (1/3) of a sick leave day for each day the employee is absent in order to obtain the employee's regular full salary.

**16.2 Sick Leave Bank.** The Board shall establish a Sick Leave Bank for the educational support personnel of the District to be used solely for an employee's own personal illness. The Board agrees to add two hundred-forty (240) days each year to the Sick Leave Bank.

Any educational support personnel employed in the District shall be entitled to draw sick leave days from the Bank for his/her own personal illness, provided the employee has used all his/her accumulated sick leave days and has been absent from school for at least thirty (30) school days for the same illness. The maximum number of any days that can be granted to an employee is one hundred (100) days per illness. In no case will the granting of leave from the Bank cause a member to receive more than his or her annual salary. Sick Leave may not be granted for the period of disability when monies are paid to the teacher under the Worker's Compensation Law. Time spent on such sick leave days shall be considered as continuous service.

A Sick Leave Committee will be established to act as the governing body for the administration of the sick leave bank. The Committee shall consist of two (2) employees named by the Association, and an administrator named by the Board, and may consist of two (2) additional educational support personnel. The Sick Leave Bank Committee shall have the responsibility of reviewing member applications, initially verifying the validity of applications, recommending approval or denial of the applications, and communicating its recommendation to the employee and the

Superintendent's office. The Committee shall also maintain the records of all applications and use of the Sick Leave Bank. The Committee shall develop rules of procedure for administration of the Sick Leave Bank and annually review the guidelines.

The Superintendent shall have the responsibility to maintain records of the status of the bank to verify information regarding the personal illness of the employee and to make the final decision on the application. The Superintendent shall report the status of the Sick Leave Bank and any decision upon the request of the Committee. The Superintendent shall provide to the Committee, upon its request, any data the District has maintained in its file with regard to the usage of the Sick Leave Bank.

Application for use of the bank shall be submitted in writing to the Sick Leave Bank Committee. The application must be accompanied by a physician's statement confirming the application. If an application is for other than consecutive days of illness, a separate application including a physician's statement should be submitted for each separate period of illness. If a member does not use all of the days granted, the unused days will be returned to the bank.

All requests to draw upon the Sick Leave Bank must be made in writing and submitted to the Committee at least thirty (30) calendar days prior to the employee's anticipated use of the Bank. (Note: In extreme and unusual cases, exceptions may be approved.) Granting of leave shall be made in units of no more than thirty (30) consecutive days. After a member has drawn and used thirty (30) consecutive sick days the member may apply for more days and shall be required to have a physician's report.

A member submitting an application may be required to undergo a medical review by a physician. The physician's report is to be sent directly to the Superintendent before he or she may approve the member's application for an additional grant from the Sick Leave Bank.

The existence of the Sick Leave Bank does not negate or eliminate any other sick leave policies of District #170 nor does it in any way negate a member's right to other sick leave benefits included in this Agreement.

**16.3 Personal Leave.** A full-time employee will receive two (2) days of personal leave per year. A half-time employee is eligible for one (1) day of personal leave per year. Such personal leave days shall be used only for business or family matters that require the employee's presence during the school day and are of such nature that they cannot be transacted at another time, such as on the weekend, after school hours, or during vacation periods. Notification of such leaves shall be submitted to the Superintendent at least two (2) calendar days in advance of the absence, except in cases of emergency when the explanation may be submitted after the absence. The day immediately preceding or immediately following a legal holiday and a school vacation period, or the first and last day of each semester, shall not be recognized as a personal leave day, except in cases of emergency or extenuating circumstances of a personal nature that the Superintendent determines to be legitimate and require such absence. Unused personal days shall accumulate as unused sick days at the end of each school year. Upon termination of employment, the employee will not be paid for any accumulated personal or sick leave.

**16.4 Military Leave.** The District shall grant leaves of absence for military service in accordance with applicable state and federal law.

**16.5 Jury Duty.** When jury duty causes a loss of work time, the employee shall receive his/her regular salary and the employee shall transfer to the District all compensation received for jury duty, excluding any payments for travel or meals. When jury duty does not conflict with the regularly scheduled work hours of the employee, the employee shall retain any compensation received for jury duty.

**16.6 Family and Medical Leave.** Family and medical leave may be available as provided in the District's Family and Medical Leave Act policy.

**16.7 Unpaid Leave.**

**A. Requesting Unpaid Leave.** If an unpaid extended sick leave or a unpaid personal leave (an "Unpaid Leave") is desired, the employee shall arrange for a meeting with the building principal, the Superintendent or his designee, and a representative of the Association if the representative is requested by the employee. The purpose of the conference will be to determine a reasonable period of

leave, and said leave request must then be submitted to the Board of Education for its approval. Any request for an Unpaid Leave based upon personal medical reasons shall be accompanied by a physician's statement indicating a medical disability.

- B. District Consideration of Unpaid Leave Request.** The District may in its sole discretion grant, deny, or extend any Unpaid Leave under any conditions deemed appropriate. The granting, denying, or extension of any Unpaid Leave shall not be precedential with respect to any other request for Unpaid Leave by an employee, and the District's decision shall not be subject to the grievance process.
- C. Plan for Unpaid Leave.** After consultation with the employee, the Superintendent or his designee shall prepare a plan for the commencement and termination of any Unpaid Leave recommended for approval, taking into consideration maintenance of continuity and quality of the related District programs or needs of the District as a primary criteria, duration of the leave requested, availability of qualified substitutes, and other pertinent factors related to the request. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the employee, 2) in cases of anticipated disability, no later than 30 (thirty) calendar days prior to the anticipated date of disability, or 3) the actual date of disability, whichever shall occur first.
- D. Benefits During Unpaid Leave.**
- 1. Sick Leave.** Sick leave shall not be earned during the period of any Unpaid Leave, and the employee shall not be required to use any available accumulated sick leave during an Unpaid Leave. Any accumulated sick leave available at the commencement of an Unpaid Leave shall be available to the employee upon return to District employment.
  - 2. Insurance.** With the consent of the insurance carrier, an employee on an Unpaid Leave may maintain insurance benefits by making timely payment to the District's business office of the full cost of all premiums that may be due, as calculated as

though the employee were entitled to COBRA health insurance continuation benefits.

3. **Seniority.** Neither advancement on the salary schedule nor seniority shall accrue during an Unpaid Leave in excess of thirty (30) days. Upon timely return from an Unpaid Leave, the employee, unless otherwise agreed in the plan for Unpaid Leave required in Section 16.7.C. above and provided the District has not eliminated the position during the Unpaid Leave, will be assigned to the same position that was held at the time the employee commenced the Unpaid Leave.

**E. Return from Unpaid Leave.**

1. **Request for Early Return.** An employee on an Unpaid Leave may request in writing to return from the leave if the reasons for the leave no longer exist. Whether to allow an early return to work is within the sole discretion of the Superintendent.
2. **Ability to Return.** Evidence from a qualified physician indicating the employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days before the return of any employee on an Unpaid Leave for personal medical reasons. Upon receipt of such evidence, the District may require examination by a physician or other medical practitioner of its choosing, at District expense. If the District-selected expert believes the employee is not fit to perform all assigned duties, the employee's expert and the District's expert shall mutually agree on a third expert to examine the employee. The employee and the District shall equally share the cost of this third examination. The judgment of such third expert shall be determinative.

- F. Eligibility for Further Unpaid Leave.** Notwithstanding anything in this Article to the contrary, an employee who has been granted an Unpaid Leave shall not become eligible for a subsequent Unpaid Leave unless and until such employee has returned to full-time service for at least one (1) complete year, provided that the District may grant such subsequent leave in its sole and absolute discretion only under

exceptional circumstances. The granting or withholding of such leave shall be without precedential effect and shall not be subject to the grievance process.

## ARTICLE XVII

### EMPLOYEE EVALUATION

**17.1 Evaluation.** Each classified employee will be evaluated annually, in a process that will be explained by building administrators to evaluatees by October 1 of the evaluation year and using forms that are consistent for individuals performing essentially the same job. Evaluations will be completed and discussed with employees by May 20 of the evaluation year. While the immediate supervisor will be the primary source for evaluative recommendations on the evaluation form, a building administrator will complete the final evaluation form after receiving input from the immediate supervisor, if applicable, and will hold an evaluative conference with the employee at the end of the year.

**17.2 Job Descriptions.** The Administration shall update and revise job descriptions during the 2007-2008 school year to appropriately reflect the duties of the employees. The Administration shall submit its proposed revisions to the Association by March 1, 2008 for the Association's review. The Association shall submit its recommendations, if any, to the Superintendent sixty (60) days thereafter, and if the Association requests, to meet with the designated members of the Administration to discuss its recommendations. The Superintendent shall notify the Association of the Board meeting when the job descriptions shall be submitted to the Board of Education, which meeting shall occur prior to the beginning of the 2008-2009 school year.

## ARTICLE XVIII

### NEGOTIATIONS PROCEDURES

**18.1 Term of Agreement.** This Agreement shall be effective as of ratification by both parties, except for Article XII, Article XV, and Article XVI, Section 1, which shall be in effect on the first day of the 2007-08 school year, and shall remain in full force and effect until June 30, 2010. This Agreement shall be

automatically renewed from year to year thereafter unless either party shall provide the other party with a written demand for negotiations for a new contract. The District and the Association shall commence bargaining within thirty (30) days from the demand to bargain; however, in no event shall negotiations commence earlier than April 1 (unless the parties otherwise mutually agree), providing demand is made as provided hereunder.

- 18.2 Application of Agreement During Negotiations.** During such negotiations after expiration of the contract on June 30, 2010, all Articles governing salary and fringe benefits for the previous year shall remain in effect until new terms are mutually agreed upon or until impasse has been declared by either side. It is understood, however, that there shall be no experience or other movement from each employee's FY10 salary schedule placement or increase in fringe benefits or fringe benefit costs until the new agreement is reached.

## ARTICLE XIX

### ENTIRE AGREEMENT

- 19.1 Waiver of Additional Bargaining.** The parties acknowledge that during the negotiations that resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 19.2 Amendment.** This Agreement may only be amended during its term by the mutual agreement of both parties in writing.

**19.3 Effect of Agreement.** This Agreement contains the entire agreement between the parties hereto and neither party shall be bound by any statement, representation, agreement, stipulation, or provision made prior to the execution hereof and not set forth herein. This Agreement supersedes and cancels all prior practices and Agreements, whether written or oral, unless expressly stated to the contrary herein, and constitutes the complete and entire Agreement between the parties, and concludes collective bargaining for its term.

This Agreement is entered into and executed this \_\_\_\_ day of October, 2007.

DIXON EDUCATIONAL SUPPORT  
PERSONNEL ASSOCIATION  
IEA-NEA

BOARD OF EDUCATION OF  
DIXON UNIT SCHOOL  
DISTRICT NO. 170

By: \_\_\_\_\_  
ASSOCIATION PRESIDENT

By: \_\_\_\_\_  
BOARD PRESIDENT

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

**APPENDIX 1**

Dixon Public Schools  
Dixon, Illinois

\_\_\_\_\_ date

Request for Approval of College Courses

Employees Name \_\_\_\_\_ Building \_\_\_\_\_  
(Complete in triplicate and send all copies to the superintendent's office  
two weeks prior to the start of the course)

College or University \_\_\_\_\_

Semester or Quarter \_\_\_\_\_ No. of Weeks \_\_\_\_\_

Location of class meetings (city) \_\_\_\_\_

List course name, course #, department, semester or quarter hours

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

Credit is for: (Check appropriate spaces)

*Paraprofessionals* \_\_\_\_\_ Highly qualified \_\_\_\_\_ Advanced placement & salary

*Certified* \_\_\_\_\_ Bachelors plus 16 hour \_\_\_\_\_ Masters plus 15 hours  
\_\_\_\_\_ Masters degree \_\_\_\_\_ Masters plus 30 hours

Credit will not be given for advancement on the salary schedule, nor will reimbursement be made, for any course that duplicates credit previously earned.

\_\_\_\_\_  
Employee's Signature

Administrative Office use only

Approved \_\_\_\_\_ Not Approved \_\_\_\_\_

\_\_\_\_\_  
Superintendent's Signature

\_\_\_\_\_  
date



**APPENDIX 3:  
WAGE SCHEDULE FOR PARAPROFESSIONALS\*\*  
2007-2008**

Step	Highly Qualified	75+ Hours
0	8.05	8.30
1	8.25	8.50
2	8.45	8.70
3	8.65	8.90
4	8.85	9.10
5	9.05	9.30
6	9.25	9.50
7	9.50	9.75
8	9.75	10.00
9	10.00	10.25
10	10.25	10.50
11	10.50	10.75
12	10.75	11.00
13	11.00	11.25
14	11.30	11.55
15	11.60	11.85
16	11.90	12.15
17	12.20	12.45
18	12.50	12.75
19	12.80	13.05
20	13.10	13.35

\*\*Employees currently paid off-schedule who would receive a higher hourly wage by receiving a flat \$0.55 on their 2006-2007 hourly wage for 2007-2008 than if they were placed on their corresponding step on this schedule, shall remain off schedule and shall receive such \$0.55 increase.

**APPENDIX 3:**

**WAGE SCHEDULE FOR PARAPROFESSIONALS\*\*  
2008-2009**

Step	Highly Qualified	75+ Hours
0	8.25	8.50
1	8.45	8.70
2	8.65	8.90
3	8.85	9.10
4	9.05	9.30
5	9.25	9.50
6	9.45	9.70
7	9.70	9.95
8	9.95	10.20
9	10.20	10.45
10	10.45	10.70
11	10.70	10.95
12	10.95	11.20
13	11.20	11.45
14	11.50	11.75
15	11.80	12.05
16	12.10	12.35
17	12.40	12.65
18	12.70	12.95
19	13.00	13.25
20	13.30	13.55

\*\*Employees currently paid off-schedule who would receive a higher hourly wage by receiving a flat \$0.30 on their 2007-2008 hourly wage for 2008-2009 than if they were placed on their corresponding step on this schedule, shall remain off schedule and shall receive such \$0.30 increase.

**APPENDIX 3:  
WAGE SCHEDULE FOR PARAPROFESSIONALS\*\*  
2009-2010**

Step	Highly Qualified	75+ Hours
0	8.50	8.75
1	8.70	8.95
2	8.90	9.15
3	9.10	9.35
4	9.30	9.55
5	9.50	9.75
6	9.70	9.95
7	9.95	10.20
8	10.20	10.45
9	10.45	10.70
10	10.70	10.95
11	10.95	11.20
12	11.20	11.45
13	11.45	11.70
14	11.75	12.00
15	12.05	12.30
16	12.35	12.60
17	12.65	12.90
18	12.95	13.20
19	13.25	13.50
20	13.55	13.80

\*\*Employees currently paid off-schedule who would receive a higher hourly wage by receiving a flat \$0.25 on their 2008-2009 hourly wage for 2009-2010 than if they were placed on their corresponding step on this schedule, shall remain off schedule and shall receive such \$0.25 increase.

**APPENDIX 4:**

**WAGE SCHEDULES FOR TECHNOLOGY ASSISTANTS AND LIBRARY  
ASSISTANTS\*\*  
2007-2008**

Step	
0	8.55
1	8.75
2	8.95
3	9.15
4	9.35
5	9.55
6	9.75
7	10.00
8	10.25
9	10.50
10	10.75
11	11.00
12	11.25
13	11.50
14	11.80
15	12.10
16	12.40
17	12.70
18	13.00
19	13.30
20	13.60

\*\*Employees currently paid off-schedule who would receive a higher hourly wage by receiving a flat \$0.55 on their 2006-2007 hourly wage for 2007-2008 than if they were placed on their corresponding step on this schedule, shall remain off schedule and shall receive such \$0.55 increase.

**APPENDIX 4:**

**WAGE SCHEDULES FOR TECHNOLOGY ASSISTANTS AND LIBRARY  
ASSISTANTS\*\*  
2008-2009**

Step	
0	8.75
1	8.95
2	9.15
3	9.35
4	9.55
5	9.75
6	9.95
7	10.20
8	10.45
9	10.70
10	10.95
11	11.20
12	11.45
13	11.70
14	12.00
15	12.30
16	12.60
17	12.90
18	13.20
19	13.50
20	13.80

\*\*Employees currently paid off-schedule who would receive a higher hourly wage by receiving a flat \$0.30 on their 2007-2008 hourly wage for 2008-2009 than if they were placed on their corresponding step on this schedule, shall remain off schedule and shall receive such \$0.30 increase.

**APPENDIX 4:**

**WAGE SCHEDULES FOR TECHNOLOGY ASSISTANTS AND LIBRARY  
ASSISTANTS\*\*  
2009-2010**

Step	
0	9.00
1	9.20
2	9.40
3	9.60
4	9.80
5	10.00
6	10.20
7	10.45
8	10.70
9	10.95
10	11.20
11	11.45
12	11.70
13	11.95
14	12.25
15	12.55
16	12.85
17	13.15
18	13.45
19	13.75
20	14.05

\*\*Employees currently paid off-schedule who would receive a higher hourly wage by receiving a flat \$0.25 on their 2008-2009 hourly wage for 2009-2010 than if they were placed on their corresponding step on this schedule, shall remain off schedule and shall receive such \$0.25 increase.