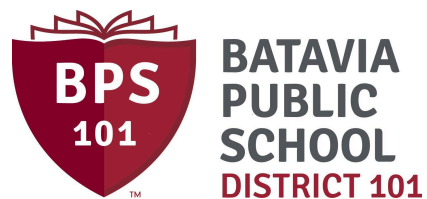


# Negotiated Agreement

## Batavia Educational Support Professional Association & Board of Education of Batavia Public School District 101

July 1, 2025, through June 30, 2028





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## Article 1: Recognition

This Agreement is between the Board of Education of School District No. 101, Kane County, Batavia, Illinois (the “Board”), and the Batavia Educational Support Professional Association affiliated with IEA-NEA (“BESPA” or the “Association”).

The Board recognizes the Association as the sole and exclusive negotiating representative for all regularly employed full-time and part-time educational support personnel (“employees”) in Batavia Public School District 101 within the following job categories:

Category	Position Title(s)
Administrative Assistant	Administrative Assistant Administrative Specialist Executive Assistant Administrative Lead
Campus Monitor	Campus Monitor Lead Campus Monitor
Kindergarten Enrichment Instructor	Kindergarten Enrichment Instructor
Maintenance	Groundskeeper Delivery Driver Building Custodian Head Building Custodian Head Groundskeeper Regional Maintenance Inventory Clerk
Paraprofessional	Paraprofessional

Excluded from the Association are all educational support personnel in the following categories: central office administrative assistants and secretaries, coordinators, registered nurses, as well as any supervisory, managerial, confidential, or short-term employees, and any other personnel specifically excluded by the Illinois Educational Labor Relations Act (IELRA), 115 ILCS 5/1 et seq.

## **Article 2: Employee and Association Rights**

### **2.1 Association Business Release Time**

The President of the Association or designee may be released up to twelve (12) days each contract year for Association business which cannot be handled on non-working time. Unused days allocated in the prior year will carry over to the immediately subsequent year, but shall not accrue beyond one year.

Notice must be given to the Superintendent or designee at least eight (8) days in advance of the absence. If a substitute is provided, the Association will pay the cost of the substitute; the amount not to exceed the daily rate of the absent employee.

Released time may not be taken in less than one-half day units. These days will in no way affect the sick leave or personal leave previously assigned under the terms of this Agreement.

### **2.2 Dues Deduction**

Upon receipt of a lawfully executed dues deduction authorization form, the Board shall deduct Association dues and remit the same within fifteen (15) calendar days to the Association President or designee.

### **2.3 Annual Notice**

Before the start of each school year, the Superintendent or designee shall provide the Association with notice of the following for the upcoming school year for each job classification:

1. The starting and ending dates.
2. The payroll dates.
3. Paid holidays, if applicable.
4. The number of regular work days.
5. The number of hours in a regular work day.

The above information shall be posted in each building. No changes of a permanent or indefinite nature in the above items will be made without first informing the Association and offering further discussions, if requested.

## **2.4 Seniority**

The Administration shall provide the Association President with a seniority list of bargaining unit employees upon request. This list shall include the employees' name, job classification, assignment, date of hire, and salary placement.

Seniority shall be defined as the length of continuous service with the District and will apply irrespective of intervening transfers from one position to another. Leaves of absence shall not be considered a break in the continuous service record of any employee.

## Article 3: Labor / Management Relations

Committees are established for the purpose of collaboration and shared decision-making. Standing committees, sub-committees, and ad hoc committees may be established, modified, or discontinued with the mutual consent of all parties. Each party of a committee shall have the discretion to designate their own representatives according to the committee composition specified herein.

Each standing committee shall establish and maintain a written charter and regular meeting calendar; both shall be reviewed at least annually. Further, each committee shall seek consensus for decisions or recommendations, and if consensus cannot be reached, dissenting members may submit an accompanying minority report.

### 3.1 Joint Committee

To advance ongoing communications and relations between the Association, Administration and Board, the Joint Committee shall meet at least every other month during the school year.

Each meeting will include representatives from the Association (including officers), the Superintendent, or their designees. Agenda items may be proposed by either party up to twenty-four (24) hours before the meeting. All topics may be discussed except grievances already filed.

If the Joint Committee reaches an agreement that modifies this Agreement, it must be documented in writing, signed by both parties, and attached to the existing Agreement. Certain amendments may require formal ratification by the Association and the Board.

The Joint Committee shall create and maintain a checklist outlining the activities necessary to fulfill its responsibilities. This checklist will identify responsibilities, priorities, tasks, timelines, required resources, and other essential considerations to implement this Agreement.

Additionally, the Joint Committee will develop a similar checklist for subcommittees established according to the terms of this Agreement. The subcommittee checklist will include required training for subcommittee members on effective team practices.

Finally, the Joint Committee will review an annual training plan for employees, including the mandatory two-day training outlined in [Section 4.5](#).

### 3.2 Standing Committees

- A. Resource Responsibility Advisory Council.** The Resource Responsibility Advisory Council (RRAC) shall monitor District finances and school resource allocations and make recommendations for the same to the Superintendent.

RRAC shall be comprised of three (3) BEA members, three (3) administrators, two (2) BESPAs members, two (2) members of the community, and one (1) non-voting Board



member.

- B. Insurance and Benefits Committee.** The Insurance and Benefits Committee shall monitor employee benefits, including insurance plan design, coverages, deductibles, and copays, make recommendations for the same to the Superintendent, and manage the provisions set forth in [Section 8.6](#).

The Committee shall be comprised of four (4) BEA members, two (2) administrators, two (2) BESPAs members, two (2) exempt staff members, and one (1) non-voting Board member.

- C. Employee Retirement and Investment Committee.** The Employee Retirement and Investment Committee (ERIC) shall monitor defined contribution retirement plans and educate employees on options to save and invest for retirement, and make recommendations to the Superintendent for the same.

The Committee shall be comprised of equal representation of the BEA and Administration, and one (1) BESPAs member.

## Article 4: Assignments

### 4.1 Full-Time

A full-time employee is defined as one who is employed in a job assignment requiring thirty (30) or more hours per week.

### 4.2 Part-Time

A part-time employee is defined as one who has a job assignment requiring less than thirty (30) hours weekly.

### 4.3 Job Descriptions

Job descriptions approved by the Superintendent and Association will be available to the Association and to employees holding the positions covered by the job description. At least annually, the Joint Committee shall review all job descriptions and consider appropriate training opportunities for each position.

The Administration will attempt to maintain the scope of Association job descriptions. When an employee is asked to execute ongoing duties that are not specific to the individual's job description, the employee will receive training to execute the duty. If the employee is not satisfied with the training, the employee may request a meeting with the appropriate administrator(s) to resolve the situation.

Employees covered by this Agreement shall not perform supervisory duties. Positions designated with "Lead" or "Head" titles shall reflect duties consistent with delegation rather than supervision, as defined below:

- **Supervision** entails direct oversight, accountability, and responsibility for the performance and outcomes of others.
- **Delegation** involves assigning specific tasks, duties, or projects without continuous oversight, empowering others to independently complete tasks within clearly defined parameters.

### 4.4 Position Vacancies

For the purpose of this section, the term "vacancy" shall mean any existing or new position, which is deemed necessary by the Administration, which must be filled to maintain District operations. A vacancy shall not exist if there are employees on the recall list who are qualified to fill the vacant position.

Whenever a vacancy occurs, notice, including starting rate, will be posted electronically on the Human Resources website. A complete job description will be available upon request for any employee who expresses an interest in the position.

Any current employees of the District who apply for a vacancy will be interviewed. Consideration will be given to the employees' aspirations, qualifications, present job performances, evaluation by present supervisor, and service.

Prior to any hiring, each job applicant shall be given notice of the work assignment.

Upon completion of the hiring process, the name of the employee and their work assignment shall be sent to the Association President by the Superintendent or designee.

## 4.5 Work Calendar and Hours

The standard daily hours and annual work days for each position are listed below.

Job Category / Position	School Level	Daily Hours	Work Days	Training Days <sup>a</sup>	Paid Holidays <sup>b</sup>	Total Paid Days
<b>Administrative Assistant</b>						
Administrative Assistant	All	7.5	188	2	8	198
Administrative Specialist	All	8.0	218	2	8	228
Executive Assistant <sup>d</sup>	All	8.0	218	2	8	228
Administrative Lead	High	8.0	188	2	8	198
<b>Campus Monitor</b>						
Campus Monitor (Part-Time) <sup>c</sup>	All	Varies	174	2	8	184
<b>Kindergarten Enrichment Instructor</b> <sup>c</sup>	Elementary	7.5	174	2	8	184
<b>Maintenance</b>	All	8.0	244	2	14	260
<b>Paraprofessional</b>						
	Elementary	6.5	174	2	8	184
	Middle & High	7.0	174	2	8	184
	Early Childhood	6.5	160	2	8	170

<sup>a</sup> Training days are set annually by the Joint Committee, see [Section 3.1](#).

<sup>b</sup> Details regarding paid holidays are found in [Section 9.6](#).

<sup>c</sup> Part-time employees should see the [Staff Intranet](#) for exact hours and calendar days.

<sup>d</sup> Employees hired before July 1, 2025, have a one-time option to elect a 7.5-hour workday.

## 4.6 Notification of Assignment

All employees shall be given notice of their assignment positions for the forthcoming year no later than the last day of school. In the event that changes of a permanent or indefinite nature are made in such assignments after June 1, the employee affected shall be notified in writing. The employee shall be given a conference with the supervisor to discuss the transfer.

## 4.7 Transfers

A “transfer” is defined as a change in the building to which an employee is assigned:

- A. Voluntary Transfers.** Requests for a voluntary transfer shall be made in writing to the Superintendent or designee after the vacancy notification has been posted. Such requests shall indicate the transfer desired. If a voluntary transfer is desired, the request for transfer must be made annually.
- B. Involuntary Transfers.** If an involuntary transfer is necessary, the Administration will, if feasible, first solicit volunteers. After considering employee seniority, the final decision regarding which employee will be transferred will rest with the Administration.

Prior to the transfer being implemented, the employee selected for the involuntary transfer will be given a conference with the supervisor to discuss the transfer. In the event that the transfer occurs during the school year, the employee selected for the involuntary transfer will not experience a reduction in pay for the remainder of the school year in which the transfer occurs.

An employee involuntarily transferred may request to return to a vacancy in the building from which they were transferred. The decision on such a transfer request will rest with the Administration. In the event the employee’s transfer request is denied, the employee will be given a conference with the supervisor to discuss the decision.

## 4.8 Temporary Assignment

When an employee is reassigned to temporarily fill the role of a peer paid at a higher category level for more than two weeks, that employee will receive payment at the starting rate for the reassigned position.

Payment for the initial two weeks will be retroactive and the increased hourly rate will continue so long as the employee remains in the reassigned higher level position.

The Board will not reassign duties with the specific intent of circumventing any individual employee from achieving two weeks of continuous service at the higher level. The Board reserves the right to make an adjustment in instances where the reassigned employee is unable to meet the requirements of the higher category level position. The administration will meet and confer with the reassigned employee prior to removal from the higher classification and return to the original position.

These reassignments are short term and will not affect seniority.

## Article 5: Grievance Procedure

### 5.1 Definition

A grievance is defined as a written claim by a member of the bargaining unit or the Association that there has been a violation, misinterpretation, or misapplication of a specific provision of the Agreement. No grievance shall be processed or entertained unless it is filed within twenty (20) business days after the occurrence of the event giving rise to the grievance.

The Board and Association acknowledge that it is most desirable for an employee and the supervisor to resolve problems through free and informal discussion. Therefore, an attempt shall be made to resolve any grievance through an informal discussion between the grievant and the supervisor whose action(s) gave rise to the grievance.

### 5.2 Grievance Requirements

Each grievance must state the specific provisions of the Agreement alleged to have been violated and the facts upon which the grievant relies to establish the alleged violation. Grievances may not be modified after submission at Step 1 without the mutual agreement of the parties.

The time limits and procedures for grievance processing must be strictly followed. Unless otherwise specifically stated, all days referred to in this grievance procedure are business days, not school days. Business day is defined to mean any time the District office is open for business. Failure of the grievant or the Association to meet any time limit shall bar further processing of the grievance. Failure of the Board or the Administration to act in a timely manner shall permit the grievant to proceed to the next step.

Any grievance not appealed after denial by the Administration shall bar later filing of the same grievance. Documents relating to the filing or processing of a grievance will not be placed in the employees' personnel file.

### 5.3 Grievance Steps

The following are the steps for processing of grievances:

- A. Step 1, Filing.** The grievant or Association shall file the grievance in writing with the employee's immediate supervisor or designee within twenty (20) business days of the occurrence or the event giving rise to the grievance.

The employee's immediate supervisor or designee shall confer with the grievant in an attempt to resolve the grievance within fifteen (15) business days of the receipt of the grievance. A decision in writing shall be rendered to the grievant within five (5) business days of the conference.

- B. Step 2, First Appeal.** If a satisfactory disposition of the grievance is not reached at Step 1, the grievant or Association may appeal to the Superintendent or designee in writing within fifteen (15) business days after receipt of the decision of the immediate supervisor or designee.

The Superintendent or designee shall hold a conference within ten (10) business days after the receipt of the appeal and a written decision shall be rendered by the Superintendent or designee within five (5) business days after the conference.

- C. Step 3, Second Appeal.** In the event the grievant or the Association is not satisfied with the disposition of the grievance at Step 2, the grievant and Association (with the participation of the Association) or the Association (in its own name) may appeal to the Board by filing a written appeal with the Superintendent within fifteen (15) business days after receipt of the Superintendent's decision at Step 2.

The Board shall consider the grievance in as timely a fashion as the schedule of Board meetings and the agenda therefore permit, but within thirty (30) days after the Superintendent's receipt of the appeal.

The Association or grievant may present a written statement of the grievance to the Board or may request a meeting. Such meeting will be conducted by the full Board or, at the discretion of the Board, by a subcommittee of the Board at a time convenient to both the Board and the Association.

The Board shall render a written decision within five (5) business days after the meeting at which the grievance is considered.

- D. Step 4, Arbitration.** In the event the grievant or the Association is not satisfied with the disposition of the grievance at Step 3, the grievance may be submitted by the Association to binding arbitration within fifteen (15) days after receipt of the Board's decision at Step 3.

The party seeking arbitration shall request an arbitrator from the American Arbitration Association. The selection of the arbitrator shall follow the voluntary labor arbitrator selection procedures set forth by the American Arbitration Association.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement. The arbitrator shall consider and decide only the specific issues raised in the written grievance and the replies thereto and shall have no authority to make any decisions or recommendation on any other issue not so raised. The arbitrator's decision shall be based solely upon interpretation of the meaning or application of the specific terms of this Agreement in light of the facts presented.

The fees of the arbitrator, and the cost of a court reporter requested by the arbitrator, shall be shared equally between the parties. All other costs shall be borne by the party incurring the cost unless otherwise mutually agreed.



## **Article 6: Reduction in Force**

### **6.1 Notice**

In the case of the employee's job becoming nonexistent (e.g., the student for which a paraprofessional was hired moves out of the District), the Board may give that employee thirty (30) days notice and will reassign said employee to comparable duties until the end of the thirty (30) day notice. For all other cases for reduction in force, the Board shall give sixty (60) days notice.

In the event the Board determines the need for a reduction in force, the Administration shall meet with the Association to discuss the following:

- A.** Reasons for the need to have a reduction in force.
- B.** Review of seniority list.
- C.** Review of reduction in force and recall procedures.

### **6.2 Procedure**

- A.** All part-time employees within the position shall be reduced before any full-time employees within the position are reduced.
- B.** Employees shall be reduced in the inverse order of their seniority within the position.
- C.** Employees affected by a reduction may replace an employee in another position if (a) the employee to be reduced has more seniority, and (b) the employee to be reduced has previously held the position to which they will move.

### **6.3 Recall**

- A.** An employee released due to a reduction in force shall retain the right to recall for eighteen (18) months from the date of dismissal.
- B.** Employees shall be recalled to any position for which they are qualified to hold by seniority according to the recall list. Ties in seniority on the recall list will be broken by an annual lottery.
- C.** Employees shall be removed from the recall list only if (a) they decline an offer from the position in which they were released, or (b) they accept and start work in a new position.
- D.** Notification shall include contact by both telephone and email. Employees on the recall list are responsible for providing accurate, up to date contact information to the District. If the District is unable to reach an employee on the recall list within five (5) business

days, the vacancy may be offered to other employees who are also on the recall list.

- E.** The District shall not hire a new employee until it has attempted to fill the position with qualified employees on the recall list.

## Article 7: Working Conditions

### 7.1 Payroll Schedule and Timekeeping

All employees are responsible for accurately recording their work time and submitting it for approval in accordance with Board policy.

Employees shall be paid on the 15th and the last day of each month.

All wages shall be paid in full for the pay period in which they are earned, except for employees previously approved for a 24-pay schedule.

### 7.2 Breaks and Lunch

Breaks and lunch shall be allocated as follows:

- A. Any employee working more than four (4) hours per day is entitled to a thirty (30) minute unpaid lunch break.
- B. Any employee working less than six (6) hours but more than four (4) hours per day is entitled to one (1) paid fifteen (15) minute break and one (1) unpaid thirty (30) minute lunch break per day.
- C. Any employee working six (6) or more hours per day is entitled to two (2) paid fifteen (15) minute breaks and one (1) unpaid thirty (30) minute lunch break per day.

Hours Worked Per Day	Lunch (30 minutes, unpaid)	Break (15 minutes, paid)
< 4 hours	0	0
4-6 hours	1	1
6+ hours	1	2

The scheduling of breaks and lunch will be by agreement between the employee and immediate supervisor.

Breaks and lunch may only be interrupted for emergencies. Emergencies are defined as those involving health and safety issues for all children and adults in the building.

In the event that an employee is unable to take their break at the scheduled time, every effort will be made to identify an alternate time for that break by the employee and the supervisor.

## 7.3 Overtime and Extra Hours

### A. Definitions.

1. **Overtime:** Authorized work required of an employee that exceeds forty (40) hours in a single workweek. Employees working overtime will be compensated at one-and-one-half (1.5) times their regular hourly rate.
2. **Extra Hours:** Authorized work hours that exceed an employee's regular weekly schedule but do not surpass forty (40) hours within the same workweek. Extra hours will be compensated at the employee's regular hourly rate.

**B. Prior Authorization.** All overtime and extra hours must receive prior authorization, in writing, from the supervisor. The following types of leave and holidays will count toward the forty-hour threshold required for overtime eligibility:

1. Vacation leave ([Section 9.7](#))
2. Sick leave ([Section 9.1](#))
3. Personal leave ([Section 9.2](#))
4. Paid holidays ([Section 9.6](#))

**C. Overtime Procedure for Maintenance and Campus Monitors.** When overtime assignments arise, the Administration shall notify all qualified employees within the relevant job category and location. Interested employees must respond by the end of the business day on which notification is provided.

If no qualified volunteers respond, or if volunteer numbers are insufficient to cover the required overtime, the Administration will utilize a rotational list of qualified employees. Employees assigned overtime through this rotation will move to the bottom of the rotation list after completing the assignment.

## 7.4 School Closings

In the event of a school closing, all employees are required to report to work unless otherwise directed by the Superintendent or designee.

## 7.5 Unsafe and Hazardous Conditions

Employees who encounter conditions which are likely to endanger their health or safety shall promptly report these conditions to their supervisor. Their supervisor shall immediately investigate the report and document, in writing, any attempts made to remedy the hazardous condition.

A copy of this written documentation shall be provided to the reporting employee and sent to the Association President or designee within forty-eight (48) hours of completing the investigation.

Employees required to perform asbestos abatement work shall receive compensation at one and one-half times their regular rate of pay during normal working hours and two and one-half times their regular rate of pay for overtime hours.

## 7.6 Evaluations

- A. Notice of Evaluation.** Within two (2) weeks of employment, each employee shall be informed about evaluation procedures, performance expectations, and evaluation timelines.
- B. Evaluation Procedures.** Evaluations should be reflective of the job description and the assigned work duties. Evaluators may solicit formative feedback from the associated licensed staff.
- C. Annual Evaluation.** Each employee shall be evaluated each year by May 15. Both the employee and administrator must sign the evaluation document, acknowledging receipt and review. Signing the evaluation does not indicate agreement. Employees may submit a written response within ten (10) days of the evaluation conference. All evaluations will be maintained in the employee's personnel file.
- D. Remediation Process.** If an employee's performance does not meet expectations, a remediation plan will be implemented, including:
  - 1. Clear identification of performance concerns.
  - 2. Explicit expectations for improvement during the remediation period.
  - 3. A remediation period not exceeding six (6) weeks.
  - 4. A concluding conference to discuss outcomes and determine future actions.
- E. Evaluation Instrument.** The evaluation instrument will be based upon the job description and be mutually agreed upon by the Joint Committee.

## 7.7 Resignation and Separation of Employment

The following procedures shall be required of each employee who resigns:

- A.** Notify the immediate supervisor in writing at least two (2) weeks in advance of the resignation date.
- B.** Send a letter of resignation to Human Resources.
- C.** Follow the separation procedures. Prior to the issuance of a final paycheck, each employee shall return all District property, including keys and ID badge.

## 7.8 Probationary Period

The first ninety (90) calendar days of employment will be a probationary period during which the Superintendent or designee may terminate employment by giving written notice.

During the probationary period each employee will receive one evaluation in writing. The evaluation will be performed by the employee's immediate supervisor. The evaluation will be placed in the employee's personnel file with a copy given to the employee. The employee will have an opportunity to attach a written response to the evaluation within ten days of the evaluation conference.

## 7.9 Progressive Discipline

After completion of the probationary period, dismissal or discipline of an employee shall follow the progressive discipline procedures outlined below. However, depending on the severity or nature of the misconduct, the Superintendent or designee retains discretion to omit or accelerate disciplinary steps, up to and including immediate suspension or dismissal.

### A. Definitions.

1. **Discipline** is a consequence imposed for employee conduct or behavior unrelated to job-performance standards assessed through regular evaluation. Examples include, but are not limited to: tardiness, absenteeism, insubordination, violation of Board policies, violation of District or building work rules, or other inappropriate behaviors.
2. **Evaluation** is the formal appraisal of an employee's job performance based on criteria within the District's evaluation plan and the employee's job description. Evaluation measures competency and success in executing assigned duties.

### B. Progressive Discipline Process.

1. **Verbal Warning.** An employee's immediate supervisor may issue a verbal warning for misconduct that does not initially warrant suspension or dismissal. Upon request, specific reasons for the verbal warning shall be provided to the employee in writing within twenty-four (24) hours, with a copy sent to the Association.
2. **Written Warning.** A written disciplinary notice documenting misconduct will be placed in the employee's personnel file following an investigation by the immediate supervisor. The employee may submit a written response to be attached to the disciplinary notice.
3. **Suspension or Dismissal.** The Superintendent or designee may suspend an employee, with or without pay, for up to ten (10) days. Suspensions exceeding ten (10) days or dismissals require Board action.

Before imposing suspension without pay or dismissal, the Administration shall:

- Conduct a thorough investigation to establish relevant facts.
  - Hold a pre-disciplinary conference involving the employee, their immediate supervisor, and responsible administrators (e.g., principal or department director).
  - Provide written notice of disciplinary action to the employee and Association.
- C. Appeals to Discipline Decisions.** Only suspensions without pay or dismissals are subject to challenge through the Grievance Procedure ([Article 5](#)).
- D. Discipline Meetings with Supervisors.** When an employee must appear before the Superintendent, Superintendents' designee, or supervisor regarding disciplinary matters or issues potentially affecting continued employment, salary, or other compensation, the employee shall receive at least twenty-four (24) hours prior written notice explaining the reason(s) for the meeting. The employee is entitled to Association representation during these meetings.

## 7.10 Staff Development

The District and the Association are committed to providing high-quality professional development opportunities for employees. The intent of this program is to ensure that learning experiences provide employees with new knowledge and skills directly related to their specific workplace responsibilities and contribute to a deeper understanding of district operations and programs.

By May 1 of each year, the Joint Committee will evaluate the effectiveness of the current year's professional development program, identify relevant topics for the upcoming school year, and establish a comprehensive professional development plan and schedule.

Before the end of each school year, the Administration will communicate the finalized professional development dates for the next school year.

## 7.11 Paraprofessional Collaboration

- A. Professional Learning Community (PLC) Participation.** Paraprofessionals, including but not limited to those assigned to specialized programs (e.g., Developing Opportunities, Instructional Learning Program, and Essentials), may participate in Professional Learning Community (PLC) meetings as scheduled and directed by Administration, approximately once per month. These meetings aim to coordinate efforts with licensed staff to enhance support and service delivery to students.
- B. Timesheet for Collaboration Hours.** Paraprofessionals will be paid for hours worked for collaboration with licensed staff that extend beyond their regular workday. All collaboration hours must receive prior written approval from the employee's supervisor and submitted by timesheet, in accordance with the terms for additional hours outlined in [Section 7.3](#) of this Agreement.

## Article 8: Compensation and Benefits

### 8.1 Hourly Wages

- A. Stating Pay Rates.** Starting pay rates for each position are listed in Appendix A.
- B. Annual Raise.** Employees will receive an annual hourly wage increase based on their job category as follows:

Category	2025-26	2026-27	2027-28
Administrative Assistant	\$ 2.00	\$ 1.00	\$ 1.00
Campus Monitor	2.00	1.00	1.00
Kindergarten Enrichment Instructor	2.00	1.00	1.00
Maintenance	2.00	1.00	1.00
Paraprofessional	2.50	1.00	1.00

- C. Specialized Paraprofessional Differential.** Paraprofessionals assigned to the Developing Opportunities or Individualized Learning Program shall receive an additional \$1.50 per hour incorporated into their base pay rate for the duration of their assignment to these programs.
- D. Behavior Management Certification Differential:** Paraprofessionals who regularly work with students identified as having behavioral needs and who obtain and maintain a District-approved behavior management certification shall receive an additional \$1.00 per hour. The District will provide access to the training program as soon as practicable, but no later than July 1, 2026.
- E. Shift Differential.** Maintenance employees assigned to regularly scheduled evening, overnight, or weekend shifts will receive an additional \$0.50 per hour for the duration of their assignment to such shifts.
- F. Temporary Shift Differential.** Maintenance employees temporarily assigned to work a shift outside their regular schedule will receive a shift differential of \$0.25 per hour for all hours worked outside of their normal work day or work week.

Maintenance employees may be required to accept a temporary shift change based upon District needs. The Administration will provide at least two (2) weeks' advance notice whenever possible. Employees have the right to decline a temporary shift change once per year during the term of this Agreement.



**G. Permanent Changes in Assignment.** Employees voluntarily transferring to a permanent position in a different job category will be compensated at either their current hourly rate or the starting rate for the new position, whichever is greater.

## 8.2 Extra Duties and Stipends

- A. BEA Extra Duties.** Employees performing extra duties or stipends listed in the BEA contract will be compensated at the BEA-specified rates.
- B. Other Extra Duties.** Employees who perform extra duties or stipends which are not found in the BEA contract and are not part of their regular job duties will be paid at their regular hourly rate for performing such work.
- C. Committee Participation.** Employees serving on committees established under [Article 3](#), will receive an annual stipend of \$500.
- D. Snow and Salt Duties.** Maintenance employees required to perform snow and/or salt duties outside their normal shift will be compensated for a minimum of one hour of work.
- E. On Call Duty.** Qualified maintenance employees holding a valid driver's license may volunteer annually for on-call duties, assigned on a rotating basis. If insufficient volunteers exist, Regional Maintenance employees will be assigned these duties.

Employees assigned to on-call duty will receive a stipend of \$100 per assigned week. This stipend covers the employee's responsibility to respond to and initially assess situations by phone. If an employee must report to a work site to handle an issue, regular hourly pay will begin upon arrival, with a guaranteed minimum of two (2) hours' pay. Travel time is not compensated.

Employees must respond to and assess on-call situations within 15 minutes of initial contact. If immediate attention is required, the employee will either promptly report to the site or contact their immediate supervisor for further instructions.

## 8.3 Deferred Compensation Matching Contribution

Employees electing to make contributions to the available 403(b) or 457(b) plans will receive a matching Board contribution as noted below.

Total Prior Year Base Wages	Maximum Match Amount
Less than \$55,000	\$1,000
\$55,000 to \$74,999	750
\$75,000 to \$99,999	500

\$100,000 to \$119,999	250
More than \$120,000	0

#### 8.4 Insurance Benefits

The Board shall offer medical, dental, and vision insurance, and other fringe benefits to all employees.

**A. Contributions.** Contributions are the portions of annual premium paid by the Board and the employee for insurance coverage.

1. For full time employees, the Board shall contribute a portion of annual insurance premiums as set forth by the recommendation of the Insurance and Benefits Committee and posted on the [District Intranet](#).
2. The Board shall continue to pay full single coverage of medical and dental insurance for all full-time employees hired before 1993.

**B. Tax-Sheltering.** The Board shall offer to shelter the employee’s share of insurance premium costs eligible to be excluded from gross income under the Internal Revenue Code.

**C. Fringe Benefits.** In addition to medical, dental, and vision insurance, the Board shall offer to employees and pay for:

1. Term life insurance equal to the employee’s base salary
2. Flexible spending account (FSA) administration fees
3. Medical insurance broker fees
4. Annual wellness screenings
5. An employee assistance program (EAP)
6. Telemedicine services

#### 8.5 Insurance and Benefits Committee

The Association shall have two (2) representatives chosen by the Association President who serve on the District’s Benefits Committee.

In the interest of maintaining high-quality benefits, the Insurance and Benefits Committee shall be responsible for monitoring all employee benefits and costs, including insurance plan design, coverages, premium contribution levels, deductibles, and copays, and make recommendations for the same to the Board.

**A. Annual Premium.** The annual premium equivalent rate (“annual premium”) is the amount of money necessary, as recommended by the Board’s insurance broker, to fund total

projected annual plan claims and costs.

- B. Annual Premium Rate Cap.** Any annual premium increase shall be limited to a rate (“rate cap”) five percent (5%).
- C. Plan Design.** The “plan design” of insurance coverage includes networks, deductibles, co-insurance, maximum out of pocket expenses, and other factors that influence plan specifications, claims and costs.
- D. Insurance Reserve.** The purpose of the insurance reserve (“reserve”) is to buffer unexpected claim costs in excess of total projected annual costs for self-insured plans. The insurance reserve target for self-insured plans shall be twenty-five percent (25%) of projected annual costs, as recommended by the Board’s insurance broker, including stop-loss insurance premiums, projected claims and administrative costs associated with the plans.
- E. Plan Changes.** In the event the Board experiences an annual premium increase that exceeds the rate cap (specified above), the Insurance and Benefits Committee shall recommend changes to plan design changes, coverages, and premium contribution levels, which will result in an annual premium increase less than or equal to the rate cap.

If the annual premium increase is less than the rate cap, the Board shall deposit the difference into the insurance reserve until the reserve target is met.

- F. Reserve Balance Adjustments.** The Committee shall consider annual premium adjustments, with advice from the Board’s insurance broker, based upon the balance of the insurance reserve and according to the following formula:
  - 1. Proportionately increase the annual premium if the reserve balance is less than eighty percent (80%) of the reserve target; or,
  - 2. Proportionately decrease the annual premium if the reserve balance exceeds one hundred twenty percent (120%) of the reserve target.
- G. Excess Rate Cap.** In the event that the Committee is unwilling or unable to recommend plan design changes that achieve the rate cap, the Board may, at its discretion, determine the plan design changes or other cost reduction options necessary to do so. The decision of the Board will be final.

## 8.6 Retirement Benefit

**A. Eligibility.** The Board will make available a retirement benefit to employees who meet the following eligibility requirements:

1. The employee provides thirty (30) days irrevocable notice; and
2. Are at least 55 years old at the time of retirement; and
3. Have completed at least the equivalent of thirteen (13) years of full-time, continuous service to the District at the time of retirement (i.e., part-time service will be prorated to full-time equivalent. For example, two-years of half-time service will count as one full year of retirement credit); and
4. Are retiring from the District into the Illinois Municipal Retirement (IMRF) System; and
5. The Board will not incur an IMRF penalty or fee as a result of employee's retirement.

**B. Benefit.** Eligible employees will be paid a post retirement benefit equal to four hundred dollars (\$400) for each year of full-time equivalent service to the District, up to a maximum of twenty (20) years (i.e., maximum benefit of \$8,000), which shall not be due or owing until 60 days after the employee's official IMRF retirement date.

## Article 9: Leaves

### 9.1 Sick Leave

- A. Definition.** Sick leave shall be interpreted to mean personal illness, serious illness or death in the immediate family or household, or for birth, adoption or placement for adoption.

The immediate family or household for the purposes of this Article include parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, members of the household and partners in a legally recognized civil union.

- B. Allocation.** Each full-time twelve (12) month employee shall be entitled to twelve (12) sick leave days per school year without loss of pay. Full-time Administrative Assistants working less than twelve (12) months hired before July 1, 2014, shall be entitled to twelve (12) sick leave days per school year without loss of pay. Each employee working less than twelve (12) months hired after July 1, 2014, shall be entitled to ten (10) sick days per school year without loss of pay.

- C. Use and Limits.** The Board may require evidence of proper use of sick leave and fitness to work as provided in [Sections 24-5](#) and [24-6](#) of the Illinois School Code. The Board may require, at their own expense, a doctor's certification for sick leave absences of less than three (3) days.

Employees may use available sick leave for disabilities due to pregnancy. After exhaustion of available sick leave, employees disabled due to pregnancy shall be granted unpaid leave up to a maximum of forty (40) working days.

Sick leave for birth is limited to 30 days, unless otherwise certified by a physician. The 30 days for birth must be used on consecutive workdays contiguous to the birth. Sick leave for adoption or placement for adoption is limited to 30 days.

- D. Accumulation.** Unused sick leave may be accumulated to a maximum of 360 days.

### 9.2 Personal Business Leave

Full-time employees will be allotted two (2) personal leave days per contract year. Part-time, twelve-month employees shall receive two (2) personal leave days which will be prorated based upon full-time equivalency. These days may be used for personal business, which cannot be conducted other than on a work day, or "major life events" (e.g., graduation, family wedding, activities related to a child's college attendance, birth of a grandchild, travel related to the same).

In the event of circumstances beyond the employee's control, the employee may request approval for use of one (1) additional personal leave day by submitting a written request to the

Superintendent or designee. The employee must provide the reason for requesting an additional personal leave day. Any such days approved will be deducted from available, accumulated sick leave. Full-time employees may request, in writing, pre-approval for unpaid leave for circumstances beyond the employee's control or "major life events".

- A. Unused Personal Days.** Unused personal leave days may be accumulated as part of a person's total sick leave.
- B. Request for Personal Leave.** Request for personal leave shall be submitted electronically to the employee's supervisor at least 48 hours prior to the date of the planned absence. In the event personal emergency leave is needed, the employee's supervisor must be notified as soon as possible that the employee is unable to report to work.
- C. Denial of Personal Leave.** In the event a request for personal leave may be denied, the employee shall be granted a conference with the supervisor to discuss the denial of the request for personal leave. If the denial is not reversed, the person denying the request must submit a written reason explaining why the request is not applicable.

### 9.3 Unpaid Leave of Absence

- A. Unpaid Medical Leave.** Any employee who has completed two (2) years of full-time employment may be granted up to 60 days of medical leave without pay after exhaustion of all paid leave of absence (sick, personal, vacation days) and Family Medical Leave entitlement. To be eligible for such leave, the employee must present a doctor's verification of the need for such leave and secure approval of the Board. While on such leave, the employee may continue health insurance coverage at the employee's sole expense.
- B. Unpaid Leave for School District Activities.** An eligible employee may be granted a long-term unpaid leave for the purpose of substitute teaching or student teaching within the District. The length of such leave will be determined by the employee and the immediate supervisor and requires the approval of the Board. The granting or denial of such leave request will be non-precedential and not subject to review through this Agreement's grievance procedure.

Access to health insurance, if available, during the term of the leave will be determined by the requirements of the District's health insurance plan and will be provided at the employee's sole expense.

During the term of such leave, the employee will not accrue any benefits, including seniority, and salary placement advancement. However, upon return from such leave, the employee will experience no loss in benefits, salary placement, or seniority in effect at the time the leave began. The employee will be returned to a position for which they are qualified upon return from the leave but not necessarily to the position held at the time the leave began.

## **9.4 Family and Medical Leave Act**

Eligible employees are entitled to twelve (12) work weeks of unpaid family and medical leave during a twelve (12) month period in accordance with the Family and Medical Leave Act of 1993 (FMLA). Eligible employees are employed on a full-time basis with at least 1,250 hours of service during the preceding twelve (12) months. Full-time paraprofessional employees are considered eligible for FMLA Leave. The method for determining the twelve (12) month period in which the twelve (12) weeks of leave entitlement occurs will be calculated based on a rolling twelve (12) month period measured backward from the date an employee uses any FMLA leave. Any other accrued paid leave, which qualifies under the Act, may be substituted at the District's option for all or the corresponding portion of an employee's leave entitlement under the Act. Similarly, if an employee requests paid leave for an FMLA qualifying purpose, the paid leave shall be counted against an employee's twelve (12) week FMLA leave entitlement.

FMLA may be used for the birth of a son or daughter; the adoption of a child and to care for such child; to care for a spouse, son, daughter, or parent who has a serious health condition; and a serious health condition that makes the employee unable to perform his/her job functions.

Upon request, eligible employees will receive information concerning the FMLA leave entitlement.

## **9.5 Bereavement**

The Board shall grant an employee, who experiences the death of a member of their immediate family or household, two (2) days of leave, per occurrence, in addition to sick and/or personal days to attend to family bereavement arrangements, or as otherwise provided by law.

The immediate family or household for the purposes of this Section include parents, spouse, brothers, sisters, children, stepchildren, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, legal guardians, members of the household and partners in a legally recognized civil union.

Additionally, an eligible employee may take unpaid leave for the purposes found in the Illinois Family Bereavement Act. If taking leave pursuant to that Act, the employee may substitute available paid leave to substitute for the equivalent period of unpaid leave under this Act. Details related to this leave are available from Human Resources.

Should an employee experience the death of a person beyond their immediate family, the employee may request to convert other available leave (e.g., sick, personal, vacation) into bereavement leave. Such conversions will be considered on a case-by-case basis and shall be at the sole discretion of the Superintendent or designee.

The Board may request documentation if more than one (1) bereavement request is made in a school year.

## 9.6 Holidays

The Board reserves the right to modify the annual school calendar and observed holidays; however, the total number of holidays granted to employees will remain unchanged.

**A. Twelve Month Employees.** Each twelve-month employee shall receive paid leave on the eleven (11) legal holidays listed below, as designated in the annual school calendar adopted by the Board:

1. Fourth of July
2. Labor Day
3. Columbus Day
4. Thanksgiving Day
5. Christmas Eve Day
6. Christmas Day
7. New Year's Day
8. Martin Luther King Jr. Day
9. President's Day
10. Memorial Day
11. Juneteenth

Additionally, each twelve-month employee shall receive three (3) supplementary holidays per year. These additional days shall be scheduled in advance by the Superintendent or their designee, following consultation with the Association President. Employees required to work on any of these supplementary holidays will arrange alternate replacement days subject to approval by their immediate supervisor.

**B. Less Than Twelve Month Employees.** Employees contracted for less than twelve months annually shall receive paid leave on the eight (8) legal holidays listed below, as designated in the annual school calendar adopted by the Board:

1. Labor Day
2. Thanksgiving Day
3. The Day After Thanksgiving Day
4. Christmas Eve Day
5. Christmas Day
6. New Year's Day
7. Martin Luther King Jr. Day
8. President's Day

## 9.7 Vacation Days

**A. Vacation Days.** Vacation days will be granted to full-time, twelve (12) month employees and to part-time twelve (12) month employees (prorated to full-time equivalency) under the following formula:



1. Vacation Service Credit is earned on the basis of school years. Employees hired after July 1 but on or before December 31 will count that school year as one (1) year of vacation service credit. Employees receive vacation service credit during that school year (accrued at .8333 days/month).
2. An employee, who moves to a position that qualifies for vacation leave, may request up to half of the vacation days they will accrue in a year after the first six months of work.
3. Vacation days will be granted to full-time, twelve (12)-month employees under the following conditions:
  - a. Vacation days accrue on July 1 of each year of qualified employment. The number of days accrued at that time will be based on the employees service credit as of the proceeding June 30:
    - i. Ten (10) vacation days for one (1) to four (4) years service credit.
    - ii. Fifteen (15) working days vacation for five (5) to fourteen (14) years of service credit.
    - iii. Twenty (20) working days of vacation for fifteen (15) or more years of service credit.
  - b. Employees who have accrued vacation days may request up to the number of days actually accrued. Requests will be granted unless the request will leave the District without adequate staffing to meet educational needs. Vacation leave must be approved by the employee's immediate supervisor.

**B. Holidays During Vacation Time.** Vacation leave shall be figured on a working day basis. If a paid holiday occurs during the vacation leave, a vacation day will not be charged for the holiday.

**C. Vacation Accumulation.** Vacation days cannot be accumulated beyond December 31st of the following fiscal year.

## 9.8 Court / Jury Duty

Employees will be compensated for a regular day of pay during those day(s) devoted to court/jury duty. In order to receive compensation, employees are required to attach the court/jury duty subpoena and documentation of any compensation received for court/jury duty service to their/a time sheet. Court duty is defined as the time the employee serves as a witness in a trial or has his or her deposition taken in any school related matter pending in court. Court/Jury duty remuneration, less mileage and meal expenses, shall be reimbursed to the District.

An employee shall give notice of pending court/jury duty to the District and the Association President no later than five (5) days prior to the employee serving.

The Board and the Association recognize that extended absence due to court/jury duty may cause the District to seek assistance to complete work normally done by an employee. In the case of an employee's absence, the District will seek the assistance of other employees by way of temporary shift changes or temporary building assignment changes to complete the needed work.

If attempts to complete these work assignments fail, the District may explore other options through temporary agreements with the Association. Each case will be examined individually.

## Article 10: Technical Clauses

### 10.1 Management Rights

All authority and duty vested in the Board by law to manage the School District shall remain vested exclusively in the Board or the Board's duly authorized administrators except to the extent expressly and specifically limited by this Agreement.

### 10.2 Negotiations

Either the Association or the Board may initiate negotiations by delivery of written notice indicating readiness to negotiate. Within sixty (60) days thereafter, collective bargaining shall commence.

- A. Ratification Procedures.** When the negotiation teams reach Tentative Agreement, it will be reduced to writing and submitted to the Association for ratification within ten (10) working days. Following ratification by the Association it will be presented at the next scheduled School Board meeting for ratification.
- B. Document Distribution.** The Agreement, once ratified, shall be posted on the District website.
- C. Impasse.** It is agreed that the parties may jointly request the Federal Mediation and Conciliation Services (FMCS), if either party to this Agreement declares impasse. Should FMCS be unavailable, the parties shall immediately commence discussion as to a replacement. In the event that both parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. Each party shall pay for their own costs associated with mediation.

### 10.3 Savings Clause

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction after the exhaustion of any appeals, then the article, section, or clause shall be deleted from the Agreement to the extent that it violates the law. The remaining articles, sections, and clauses shall remain in full force and effect.

### 10.4 Impasse Procedures

The procedures to be followed in the event of impasse shall be those required by section 12 of the Illinois Education Labor Relations Act. First consideration for mediation will be to use the Federal Mediation and Conciliation Services.

### 10.5 Complete Understanding

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

### **10.6 No Strike**

During the term of this Agreement, neither the Association nor its agents nor any employee for any reason will authorize, institute, aid, condone or engage in a slowdown, work stoppage, strike, or any other interference with the work and statutory functions or obligations of the Board. The Association agrees to notify all local officers and representatives of their obligation and responsibility for maintaining compliance with this article including their responsibility to remain at work during any interruption, which may be caused or initiated by others.

### **10.7 Waiver and Entire Agreement**

The parties acknowledge that during negotiations resulting in this Agreement, each party had the unlimited right and opportunity to present proposals regarding any subjects or matters not prohibited by law from collective bargaining. The complete understanding of the parties is fully set forth in this Agreement. Memoranda of Agreement or Understanding established under prior contracts have either been integrated into this Agreement or discontinued. During the term of this Agreement, neither party shall be obligated to negotiate any subject previously addressed in negotiations, regardless of whether the subject was included in the final Agreement. However, any subject may be reopened for negotiations upon mutual written consent of the parties. Additionally, any modifications to the terms and conditions of this Agreement require the mutual written consent of both parties.

## Article 11: Term of Agreement

This Agreement shall be in effect from July 1, 2025, through June 30, 2028.

In witness whereof the parties have executed this Agreement by their duly authorized representatives.

BATAVIA EDUCATIONAL SUPPORT  
PROFESSIONAL ASSOCIATION,  
IEA/NEA

BOARD OF EDUCATION OF  
BATAVIA SCHOOL DISTRICT 101,  
KANE COUNTY, ILLINOIS

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Vice President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Appendix A: Position Starting Rates

Category / Position	2025-26	2026-27	2027-28
<b>Administrative Assistant</b>			
Administrative Assistant	\$ 18.13	\$ 19.03	\$ 19.93
Administrative Specialist	18.13	19.03	19.93
Executive Assistant	20.73	21.63	22.53
Administrative Lead	22.80	23.70	24.60
<b>Campus Monitor</b>			
Campus Monitor	16.82	17.72	18.62
Lead Campus Monitor	18.50	19.40	20.30
<b>Kindergarten Enrichment Instructor</b>	20.01	20.91	21.81
<b>Maintenance <sup>a</sup></b>			
Groundskeeper, Delivery Driver	17.61	18.51	19.41
Building Custodian	18.91	19.81	20.71
Head Building Custodian, Head Groundskeeper	23.48	24.38	25.28
Regional Maintenance, Inventory Clerk	26.97	27.87	28.77
<b>Paraprofessional <sup>b, c</sup></b>	18.06	18.96	19.86

<sup>a</sup> Maintenance employees regularly scheduled for evening, overnight, or weekend shifts receive an additional \$0.50 per hour ([Section 8.1E](#)).

<sup>b</sup> Paraprofessionals assigned to students with behavioral needs and holding District-designated certification may receive an additional \$1.00 per hour ([Section 8.1C](#)).

<sup>c</sup> Paraprofessionals assigned to the Developing Opportunities (DO) or Individualized Learning Program (ILP) receive an additional \$1.50 per hour ([Section 8.1D](#)).