

A G R E E M E N T

BETWEEN

**THE BOARD OF EDUCATION, SCHOOL
DISTRICT NO. 140,
COOK COUNTY, ILLINOIS**

a n d

KIRBY PARAEDUCATOR ASSOCIATION

2021-2022, 2022-2023, 2023-2024

A G R E E M E N T
 BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
 KIRBY SCHOOL DISTRICT 140

INTRODUCTION AND PREAMBLE.....	1
ARTICLE 1- RECOGNITION	1
1.1 RECOGNITION.....	1
1.2 PART-TIME EMPLOYEES	1
ARTICLE 2 — NEGOTIATION PROCEDURES.....	1
2.1 GENERAL	1
2.2 SCOPE	1
ARTICLE 3 — MANAGEMENT RIGHTS.....	2
ARTICLE 4 — ASSOCIATION RIGHTS AND RESPONSIBILITIES	2
4.1 BOARD MEETING NOTIFICATION AND DOCUMENTS	2
4.2 MEETING WITH SUPERINTENDENT	2
4.3 FACULTY/STAFF MEETINGS	2
4.4 EMPLOYEE INFORMATION.....	2
4.5 EXCHANGE OF INFORMATION.....	3
4.6 MAILBOXES.....	3
4.7 BULLETIN BOARDS	3
4.8 USE OF TELEPHONES.....	3
4.9 USE OF BUILDING SPACE	3
4.10 DISTRICT EQUIPMENT.....	3
4.11 COMMUNICATION THROUGH DISTRICT E-MAIL	3
4.12 ASSOCIATION BUSINESS	4
4.13 ASSOCIATION BUSINESS LEAVE	4
4.14 INTENTIONALLY LEFT BLANK	4
4.15 DUES CHECKOFF.....	4
4.16 PREPARATION AND-DISTRIBUTION OF AGREEMENT.....	4
4.17 NOTICE OF AVAILABLE SICK LEAVE	4
4.18 SCHOOL CALENDAR.....	4
ARTICLE 5 — EMPLOYEE RIGHTS	5
5.1 STUDENT DISCIPLINE.....	5
5.2 PARENTAL COMPLAINTS	5
5.3 ASSAULT	5
5.4 INDEMNITY	5
5.5 EMPLOYEE RESPONSIBILITY/STUDENT CONFIDENTIALITY	5
5.6 PERSONNEL FILE	5
5.7 IN-SERVICE TRAINING	6
ARTICLE 6 — GRIEVANCE PROCEDURES.....	6
6.1 DEFINITIONS	6
6.2 STEP 1.....	7
6.3 STEP 2.....	7
6.4 STEP 3.....	7
6.5 STEP 4.....	7
6.6 BYPASS.....	8
6.7 WITHDRAWAL	8
6.8 MODIFICATION OF TIME LIMITS	8
ARTICLE 7 — WORKING CONDITIONS	8
7.1 WORK DAY AND YEAR	8
7.2 BREAKS AND LUNCH.....	8
7.3 ANNUAL STATEMENT	8
7.4 LICENSE REQUIRED	9
7.5 EXTRACURRICULARS.....	9
ARTICLE 8 — EMPLOYEE EVALUATION.....	10
8.1 EVALUATION.....	10
ARTICLE 9 — EMPLOYEE DISCIPLINE.....	10
9.1 PROGRESSIVE DISCIPLINE	10

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

9.2 RIGHT OF REPRESENTATION— NOTICE OF CHARGES	11
ARTICLE 10 — COMPENSATION AND BENEFITS	11
10.1 INTENTIONALLY LEFT BLANK	11
10.2 INTENTIONALLY LEFT BLANK	11
10.3 RETURN TO DISTRICT.....	11
10.4 SUBSTITUTION	11
10.5 SALARY SCHEDULE	11
10.6 LUNCH SUPERVISION	12
10.7 OVERTIME	12
10.8 INJURY ON THE JOB	12
10.9 MEDICAL/HEALTH INSURANCE.....	12
10.10 DENTAL INSURANCE	14
10.11 VISION INSURANCE	14
10.12 REPRESENTATION ON INSURANCE COMMITTEE.....	15
10.13 RETIREMENT INCENTIVE PROGRAM	15
10.14 LIFE INSURANCE.....	15
ARTICLE 11— REDUCTION IN FORCE/LAYOFF	15
11.1 SENIORITY DEFINITION	15
11.2 SENIORITY LIST	15
11.3 SENIORITY ACCUMULATION	16
11.4 LOSS OF SENIORITY	16
11.5 LAYOFF — REDUCTION IN FORCE.....	17
11.6 RECALL	17
11.7 PROBATIONARY PERIOD	17
ARTICLE 12 — LEAVES.....	17
12.1 SICK LEAVE.....	17
12.2 DOCTOR'S APPOINTMENTS	18
12.3 MILITARY LEAVE	18
12.4 ACADEMIC LEAVE	18
12.5 JURY LEAVE.....	18
12.6 FAMILY MEDICAL LEAVE (FMLA)	18
12.7 CHILDREARING LEAVE.....	19
12.8 GENERAL LEAVES OF ABSENCE.....	20
12.9 GENERAL RETURN PROVISIONS.....	20
12.10 PERSONAL BUSINESS LEAVE	21
12.11 PARTICIPATION IN GROUP HOSPITALIZATION PLAN	21
ARTICLE 13 — VACANCIES, TRANSFERS, AND ASSIGNMENT	21
13.1 VACANCIES	21
13.2 INVOLUNTARY TRANSFERS	22
13.3 NOTICE OF BUILDING ASSIGNMENT	22
13.4 CERTIFIED TEACHER PARAEDUCATORS	22
ARTICLE 14 — STANDARD RIGHTS/GENERAL PROVISIONS	22
14.1 SAVINGS.....	22
14.2 DURATION	22
14.3 NO DISCRIMINATION.....	23
14.4 NO STRIKE	23
14.5 ENTIRE AGREEMENT	23

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

INTRODUCTION AND PREAMBLE

This Agreement is made and entered into by and between the BOARD OF EDUCATION OF SCHOOL DISTRICT NO. 140, Tinley Park, Cook County, Illinois, hereinafter referred to as the "Board" and the KIRBY PARAEDUCATOR ASSOCIATION IEA/NEA, hereinafter referred to as the "Association".

The Board of Education of School District No. 140 and the Kirby Paraeducator Association-IEA/NEA recognize that the ultimate aim of public schools is to provide the best education possible for the students in the District. Attainment of these educational objectives is a joint responsibility of the Board of Education, the administrative and supervisory staff, and the paraeducator personnel.

ARTICLE 1- RECOGNITION

1.1 RECOGNITION

The Board agrees that the Association is the sole and exclusive bargaining agent for all regularly employed full- and part-time paraeducators working three hours or more per day, excluding, however, all paraeducators who work three (3) hours or less per day, all other employees of the District, and all supervisors, managerial and confidential and short-term employees as defined under the Illinois Educational Labor Relations Act.

1.2 PART-TIME EMPLOYEES

Except as otherwise specifically provided herein, regularly employed paraeducators who work 20 hours or less per week shall have pro-rata application of compensation and fringe benefits, excluding medical/health, dental and vision insurance.

ARTICLE 2 — NEGOTIATION PROCEDURES

2.1 GENERAL

The Board and Association agree to conduct negotiations in accordance with the Illinois Educational Labor Relations Act and the rules and regulations of the Illinois Educational Labor Relations Board. Negotiations matters will not be discussed nor materials distributed in the presence of students.

2.2 SCOPE

The Board and Association agree to negotiate in good faith with regards to wages, hours, terms and conditions of employment as required by the provisions of the Illinois Educational Labor Relations Act.

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

ARTICLE 3 — MANAGEMENT RIGHTS

All management rights and functions, except those which are elsewhere abridged by this Agreement, will remain vested exclusively in the Board. It is recognized that such rights and functions include, but are not limited to: the control of property and the composition, assignment, direction, and determination of the size and type of the District staff; the right to determine the work to be done and the standards to be met by employees; the right to change or introduce new programs and courses of instruction, methods, processes, means, and facilities; the right to hire, establish work schedules, determine hours of employment, assign, transfer, or layoff employees; and the right to determine the qualifications of employees and to suspend, discipline, and discharge employees for cause and otherwise to maintain an orderly, effective, and efficient operation.

ARTICLE 4 — ASSOCIATION RIGHTS AND RESPONSIBILITIES

4.1 BOARD MEETING NOTIFICATION AND DOCUMENTS

The President of the Association will be provided with written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose of the meeting when copies are distributed to Board members. The Association President shall be given a copy of the School Board minutes when they are approved.

4.1.1 The Association shall have a place on the agenda of regularly-scheduled Board meetings provided it gives notice to the Superintendent before the agenda is made up for such meetings.

4.1.2 Upon written request, the Board shall give the Association copies of the School Board budget on Form SB5036, the annual financial report on Form SB5035, and the Auditor's Reports/Notes.

4.2 MEETING WITH SUPERINTENDENT

Upon the request of the Association President or his/her designee, the Superintendent or his designee will meet at an agreeable time to discuss the implementation of this Agreement or other school matters affecting paraeducators in School District No. 140.

4.3 FACULTY/STAFF MEETINGS

The Association will be allowed time to meet at the conclusion of District faculty/staff meetings and in-service days, time permitting as determined by Administration.

4.4 EMPLOYEE INFORMATION

Names, addresses, phone numbers, and assignments of newly hired employees will be provided to the Association President within 15 work days after Board approval of their employment. The

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

Association President will also be informed within 15 days of the name and date of any employee's departure from the District.

4.5 EXCHANGE OF INFORMATION

The Board and the Association agree to make available upon reasonable request by their respective Presidents or designees any and all information, statistics, and records of a non-confidential nature relevant to negotiations or necessary for the proper enforcement of the terms of this Agreement.

4.6 MAILBOXES

The Board will provide all paraeducators with mailboxes, either individual or group. The Association's elected or appointed Association officials shall have the right to use the paraeducators' mailboxes in each building for the dissemination of announcements and other literature.

4.7 BULLETIN BOARDS

A space on a designated bulletin board will be provided in each building for the posting of Association materials. Professional discretion will be used when posting such materials.

4.8 USE OF TELEPHONES

The Association President or designee will have the right to use the District's telephone system for official business. Any calls for Association business outside the local area are the responsibility of the Association, and the Association will assume the cost of the calls.

4.9 USE OF BUILDING SPACE

The Association may use school facilities for meetings with the prior approval of the building principal.

4.10 DISTRICT EQUIPMENT

The Association will have the right to use the District's equipment, such as copiers, computers, the email system, etc. The Association agrees that it will furnish necessary supplies and that its use of the equipment will not interfere with the normal educational and/or business use of the equipment.

4.11 COMMUNICATION THROUGH DISTRICT E-MAIL

Paraeducators shall be issued a District e-mail account for school and Association business. Accounts may be accessed through District computers.

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

4.12 ASSOCIATION BUSINESS

Representatives of the Association shall not contact employees while they are on assigned duty. Official representatives of the Association shall report to the school office before visiting an employee on the premises of a District building.

4.13 ASSOCIATION BUSINESS LEAVE

4.13.1 The Association shall be granted a total of three (3) days leave per school year to attend Association-related conferences, meetings, etc. Members so released shall suffer no loss of salary or benefits for this time. Prior arrangements must be made with supervisors and the Superintendent.

4.13.2 When the Association President is meeting with Administration or the Board to resolve issues of mutual concern, said time will not be deducted from the accumulated Association leave as stated above.

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4.15 DUES CHECKOFF

The Association and the Board shall agree upon a method of dues check off.

4.16 PREPARATION AND-DISTRIBUTION OF AGREEMENT

Within thirty (30) days of ratification of this Agreement, the Board and the Association with equal responsibility shall have sufficient copies of this Agreement prepared and delivered to each paraeducator in the District. The form of this Agreement shall be agreeable to both parties. The cost of preparation of the Agreement shall be shared equally between the Board and the Association.

4.16.1 Copy of Agreement Newly hired members of the bargaining unit will be given a copy of this agreement at the same time they are given other initial employment documents.

4.17 NOTICE OF AVAILABLE SICK LEAVE

The Board will record the remaining number of sick days on each paraeducator's pay check stub.

4.18 SCHOOL CALENDAR

Prior to the adoption of the school calendar, the Board will provide the Association with the calendar proposals and seek from the Association their suggestions, which shall not be binding on the District.

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

ARTICLE 5 — EMPLOYEE RIGHTS

5.1 STUDENT DISCIPLINE

When restraining students, employees may use such physical force with a student as is necessary to protect the student, another student, themselves, a fellow employee, or any other person from attack, physical abuse or injury, or to prevent damage to District property. Paraeducators will receive formal training in the proper method of restraining students.

5.2 PARENTAL COMPLAINTS

In the event of a parental complaint, accusation or allegation that a paraeducator has acted unprofessionally regarding a student, the paraeducator may request a meeting with the building administrator. Should the administrator deem it necessary to transfer the paraeducator to another position, said transfer will not be considered a negative reflection upon the employee.

5.3 ASSAULT

When an employee has been intimidated or assaulted by a student, parent, or other relation, said employee shall promptly report the incident to the appropriate agencies and to the building Administration. Employees may pursue law enforcement or other legal remedies available to him/her as a result of assault, battery, or intimidation. The Administration shall render all reasonable assistance to the employee in handling the incident by law enforcement and judicial authorities.

5.4 INDEMNITY

Any case of legal action against an employee resulting from an incident that occurred while the employee was engaged in the performance of required duties for the District shall be promptly reported to the Superintendent. The Board will indemnify and protect all employees from damage claims and suits, including defense thereof, as provided for in Section 5/10-20.20 of the Illinois School Code, 105 ILCS 5/10-20.20.

5.5 EMPLOYEE RESPONSIBILITY/STUDENT CONFIDENTIALITY

When deemed appropriate, employees who have contact with a student(s) known to have a chronic illness, learning condition, or behavior management plan shall be informed of the same. Employees shall maintain confidentiality of information about students, and may be required to sign a statement agreeing to maintain confidentiality.

5.6 PERSONNEL FILE

Paraeducators shall have the right upon request and at reasonable times to review the contents of their personnel files, except for confidential pre-employment references. Only one official file shall be kept for each paraeducator. This official file shall be kept in the administrative offices of

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

the District.

5.6.1 A paraeducator shall have the right to insert materials related to his/her work performance or work qualifications into his/her personnel file. In addition, a paraeducator shall have the right to attach dissenting material to any negative item in his/her file. Nothing relating to discipline or evaluation is to be added or deleted from an employee's personnel folder without notification in writing to the employee. A paraeducator shall be requested to sign as received any document/material to be placed into his/her file if the document/material is related to the paraeducator's conduct or performance. In the event that the paraeducator refuses to sign as received any such document or material, a notice of such fact shall be attached to the document or material prior to its placement in his/her file.

5.6.2 Personnel files shall be kept confidential. Access shall be limited to the Administration, the Board and its duly authorized agents or representatives, and to any person as specifically allowed by state or federal law.

5.6.3 An employee may obtain a copy of anything in his/her personnel file, except for confidential preemployment references.

5.7 IN-SERVICE TRAINING

The Administration shall provide training to all paraeducators. Administration and Association shall establish a joint committee to make recommendations relating to paraeducator training and development. This committee shall consist of three (3) members appointed by the Association President and three (3) members appointed by the Administration. Committee recommendations will include any new curriculum, technology and electronic devices being introduced to students, as well as specialized behavioral training. The Administration will determine what training to provide and will make the final determination on the time and place of such training.

ARTICLE 6 — GRIEVANCE PROCEDURES

6.1 DEFINITIONS

A grievance is a written complaint that there has been a violation, misinterpretation, or misapplication of a specific provision of this Agreement. No grievance shall be processed or entertained unless it is filed in writing in accord with Step 1 within twenty (20) days of its occurrence or knowledge of the occurrence.

Except where otherwise specifically stated in this Article, the word "day" when used herein shall mean school day except that between the end of a school term in June and the beginning of the next school term, "day" shall mean days when the District's main office is open.

Informal Complaint: A sincere attempt should be made to resolve any concerns by oral interview between the paraeducator and the appropriate administrator before differences become

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

formalized as grievances.

6.2 STEP 1

The grievant, with a representative, shall file a written grievance with the employee's principal and/or directly involved administrator within twenty (20) days of the occurrence of the event giving rise to the grievance or knowledge of the occurrence. The principal will then attempt to adjust the matter and shall respond in writing to the employee and the Association representative, if one was present, within five (5) days after receipt of the written grievance.

6.3 STEP 2

In the event that the grievance has not been satisfactorily resolved at Step 1, the grievant and/or the Association representative shall, within five (5) days after the Step 1 decision was due, present the grievance to the Superintendent. The Superintendent, or his/her designee, shall respond in writing to the grievant and the Association representative, if one was present, within five (5) days of the date of the meeting at Step 2. The Superintendent or his designee shall schedule a meeting with the grievant and an Association representative within 5 days of the Superintendent's receipt of the grievance.

6.4 STEP 3

If the grievance cannot be settled at Step 2, the grievance shall be submitted to the Board within five (5) days after the Step 2 response was due. The Board shall consider the grievance at its next regularly scheduled meeting, and it may continue the matter for a hearing to a later date, not to exceed thirty (30) calendar days from the date it received the grievance. The Board shall respond in writing to the grievant and the Association representative, if one was present, within five (5) days after the last meeting of the Board at which the grievance was considered.

6.5 STEP 4

If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance to arbitration within thirty (30) days after the Step 3 decision was due or issued. The Association shall request a panel of seven (7) arbitrators from FMCS. The parties shall alternately strike names from the list, with the Association striking first. The person whose name remains on the list shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this Agreement. He/she shall consider and decide only the specific issue submitted to him/her in writing and shall have no authority to make a recommendation on any other issue not so submitted to him/her. The arbitrator shall make no decision that is in contradiction with the authority vested in the Board by law and the Illinois School Code or other pertinent statutes of the United States and the State of Illinois as well as decisions of the courts of the United States and the State of Illinois. The arbitrator shall submit in writing his/her decision within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever is later. The decision shall be based only upon the arbitrator's interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding. The fees and expenses of the arbitrator shall be divided equally between the Association and the Board. All other expenses shall be borne by the party incurring them and

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

each party shall be responsible for compensating its own representatives or witnesses.

6.6 BYPASS

If the Association and the Superintendent agree, a written grievance may bypass Step 1 and be brought directly at Step 2.

6.7 WITHDRAWAL

A grievance may be withdrawn at any Step without precedent.

6.8 MODIFICATION OF TIME LIMITS

Any time limit provided for herein may be modified only by the express agreement of the Association and the Superintendent.

ARTICLE 7 — WORKING CONDITIONS

7.1 WORK DAY AND YEAR

Starting and quitting time shall be established by the Superintendent in accordance with school requirements. Individual time schedules are arranged and approved by the Building Principals. The normal work day for paraeducators is seven (7) hours per day plus an unpaid thirty (30) minute duty-free lunch. The normal work week will be Monday through Friday (35 hours/week). The school term shall consist of 176 days, (August through June). Any employee required to work beyond the normal number of workdays shall be paid at their current hourly rate.

7.2 BREAKS AND LUNCH

Employees working six (6) or more hours per day shall enjoy a daily duty-free, unpaid lunch period of at least thirty (30) minutes. Employees may leave the building during lunch after notifying the school office. Whenever reasonably possible, said employees will also receive one (1) daily duty-free paid 15 minute break. Breaks and lunch periods may be interrupted as necessary based on the needs of the District. Any paraeducator who fails to receive his/her 15 minute break will be allowed to leave 15 minutes early that day or arrive 15 minutes late the following day, as agreed upon with the building principal.

7.3 ANNUAL STATEMENT

Prior to the commencement of each school term, employees will be provided with a statement of their wage rate for the upcoming school term.

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

7.4 LICENSE REQUIRED

All paraeducators are required as a condition of employment to maintain all applicable licenses and certifications, including without limitation the Educator with Stipulations License.

7.5 EXTRACURRICULARS

All extracurricular positions are approved on an annual basis by Administration. Paid extracurricular positions will be posted in all school buildings and made available to all staff. Extracurricular positions beyond the contractual work day may be offered to paraeducators if no qualified teacher is available. Paraeducators may apply for an extracurricular position at any building. In all cases, the Administration shall select the applicant it determines to be best qualified for the position, and its decision shall be final and not subject to the grievance procedure. Extracurricular duties will be compensated on a discretionary basis dependent upon the budget allotted to the activity. Full payment for any extracurricular activity shall be based on completion of the assignment and made timely in a lump sum payment. The Board reserves the right to add/delete extracurricular activities as the needs of the District dictate.

7.6 FIELD TRIPS

The primary responsibility of one on one paraeducators on a field trip shall be to work with the student assigned to them, although other duties may be assigned as necessary and all employees are expected to act in the best interests of any students at all times. Paraeducators accompanying students on a field trip and not receiving a duty-free lunch and break will be compensated when he/she turns in a completed time sheet.

7.7 GLOBAL COMPLIANCE NETWORK TRAINING

Paraeducators shall be given time during the school day on an Institute Day or a START day to complete all necessary GCN training to be compliant with State or District mandates. The time for such training shall be scheduled by Administration.

7.8 STAFF MEETINGS

Paraeducator representation shall be invited to all staff meetings, unless the meeting is designated only for certified staff. Attendance at staff meetings shall not interfere with other job duties.

7.9 ELECTRONIC DEVICES

The Board will provide electronic devices to paraeducators who work with teachers and students on web-based curriculum, on an as-needed and as-available basis. Need and availability will be determined by Building Administration.

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

ARTICLE 8 — EMPLOYEE EVALUATION

8.1 EVALUATION

The primary purpose of employee evaluations shall be to evaluate the employee's performance of his or her job skills during the evaluation period, and to improve the quality and effectiveness of the paraeducator's job performance. Within the first thirty (30) days of each school year paraeducators shall be notified in writing of who their immediate supervisor and/or evaluator shall be. All evaluations shall be conducted in good faith to this end and in accordance with the provisions of this Agreement.

Each employee shall be formally evaluated in writing by his or her immediate supervisor and/or the Building Principal or designee at least twice during the probationary period and the supervisor and/or Building Principal or designee shall endeavor to evaluate paraeducators at least once every two years thereafter. Each formal written evaluation shall be preceded by no less than one (1) classroom observation. All formal written evaluations shall indicate observed employee strengths and weaknesses, and shall be based on the employee's performance of essential functions of their job responsibilities and effectiveness throughout the evaluation period in addition to any formal evaluations that are conducted. If weaknesses are noted, specific suggestions for improvement shall be provided. The paraeducator may request the opportunity to meet with the individual alleging such weakness. Nothing herein shall prevent additional formal or informal observations by District administrators as necessary for the purpose of improvement of instruction and/or maintenance of existing standards.

Following the completion of a formal evaluation, the immediate supervisor, Building Principal or designee shall schedule a conference with the employee within the employee's workday to discuss the evaluation at least five (5) days prior to the end of the school term. The paraeducator shall be provided with a written copy of the evaluation at least forty eight (48) hours prior to the scheduled conference. An employee may include a written statement which shall be permanently affixed to the evaluation provided such statement is submitted no later than fifteen (15) school days following the conference. Evaluations and employee objections, if any, shall be filed in the employee's personnel file. No employee in this bargaining unit shall be evaluated by another employee in this bargaining unit.

ARTICLE 9 — EMPLOYEE DISCIPLINE

9.1 PROGRESSIVE DISCIPLINE

The Administration and the Board agree with the tenets of progressive and corrective discipline. No non-probationary bargaining unit member shall be disciplined, including warnings, reprimands, suspensions, reductions in rank, or other actions of a disciplinary nature without just cause, and disciplinary action shall be progressive in nature.

The Board may suspend employees with pay for periods of time necessary to conduct investigations. Suspensions with pay shall never be deemed disciplinary. Notice of suspension

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

with pay shall explicitly state that the suspension is not disciplinary.

Reprimands and suspensions of one day shall not be subject to appeal beyond step 3 of the grievance procedure.

9.2 RIGHT OF REPRESENTATION— NOTICE OF CHARGES

Any employee who is required to appear before the Administration and/or Board in a disciplinary context which may reasonably result in a reprimand, suspension; or termination shall be entitled to an Association representative upon request. The employee and the Association shall be provided reasonable notice prior to such meeting. In advance of any discipline, an employee shall be made aware of any charges which form the basis of the discipline and shall be given an opportunity to respond to the charges. Discipline for minor offenses shall be progressive.

ARTICLE 10 — COMPENSATION AND BENEFITS

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10.3 RETURN TO DISTRICT

Former employees returning to work on a full-time basis in the same classification within a two (2) calendar year period from their last being satisfactorily employed, may be placed at a wage level equivalent to their wage at their time of leaving such regular full-time employment in the District.

10.4 SUBSTITUTION

If a paraeducator holding a teaching or substitute certificate is assigned as a substitute teacher, on a short term basis as determined by the Principal, he/she will be compensated at the rate of an additional \$10.00 over his/her normal hourly rate. Paraeducators shall be notified by the Building Principal or designee when they are being assigned as substitute teachers and entitled to the higher rate of pay provided by this Section.

10.5 WAGES

There is no salary schedule. Effective with the start of the first year of this Agreement, the starting hourly wage for new paraeducators shall be \$13.91 for employees hired for the 2021-2022 school year; \$14.41 for employees hired for the 2022-2023 school year; and \$14.91 for employee hired for the 2023-2024 school year. Effective with the start of the each year of this Agreement, the hourly wage of each currently employed paraeducator shall be increased by the following amounts as set forth below:

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

2021-2022	\$1.50 per hour
2022-2023	\$1.00 per hour
2023-2024	\$1.00 per hour

10.6 LUNCH SUPERVISION

Paraeducators who voluntarily give up their lunch period in order to supervise student lunch periods will receive a stipend equal to one hour at their regular hourly rate of pay, per day.

10.7 OVERTIME

It is recognized that it may be necessary for employees to work overtime. So that the school can function in the most efficient manner, accordingly, the Superintendent or designee may assign overtime. Employees shall be paid at the rate of time and one-half (1 1/2) their regular hourly rate of pay for all hours of actual work beyond 40 hours in a workweek. Any work performed between thirty-five (35) and forty (40) hours will be compensated at the employee's regular hourly rate of pay.

10.8 INJURY ON THE JOB

An employee injured on the job who completes the work related injury report form will continue to draw full pay for the first three (3) workdays missed as a result of the work related injury. No deduction will be made from the employee's accumulated sick leave.

Thereafter, if the employee is receiving Workers' Compensation, at the employee's election and to the extent it is available, one-third of his/her daily salary from the district will be paid and one-third of a sick day deducted for any working days missed due to the work-related injury.

10.9 MEDICAL/HEALTH INSURANCE

10.9.1 Health Insurance

Medical/Health insurance benefits shall be paid by the Board up to the sums set forth herein and according to the following terms and conditions:

- a. **Individual Plan**. The Board shall pay ninety percent (90%) of the single HMO annual premium for paraeducators who elect single coverage. The Board shall pay an equivalent amount equal to ninety percent (90%) of the single HMO premium for those paraeducators electing to choose a single PPO Insurance plan.
- b. **Family Plan**. The Board shall contribute seventy percent (70%) of the Family HMO annual premium for paraeducators who elect family coverage. The Board shall contribute an equivalent amount of 70% of the Family HMO annual premium for those employees

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

electing to choose a Family PPO Insurance plan.

c. Husband and Wife. If both Husband and Wife with dependent(s) are employees and they wish family medical insurance, the Board will, at their election, contribute for both Husband and Wife: (1) 70% of the family HMO premium rate plus, (2) the individual HMO premium rate as provided to other employees up to a maximum total sum equal to the HMO family premium rate. The total sum contributed by the Board toward medical insurance for both Husband and Wife shall not exceed the HMO family premium rate.

d. Each contract year during the open enrollment period and in no case later than July 1 of each successive contract year, all bargaining unit members must notify the Superintendent's office in writing as to whether they wish to change their participation in the medical/health benefits or annuity. Those who elect to participate in medical/health benefits must designate either the HMO plan, the PPO plan, or such other plan as may exist at the time. Any employee who fails to give this notice shall be deemed to have selected the same benefit as the employee had during the preceding contract year. Any bargaining unit member employed after September 1 during any school term shall have five (5) days from the date of commencement of work to make a benefit selection. Any employee who, during the school year, wishes to change from single to family medical/health benefits may do so provided, however, that any additional expense resulting from the change be paid by the individual employee until the next contract year at which time the employee shall participate on the same basis as all other employees in the group. However, if an employee, due to marriage, birth or adoption of a child, death in the employee's immediate family, divorce, or a life-changing experience, needs to obtain single or family coverage, such employee may enter the appropriate group and participate on the same basis as those already in that group.

e. Upon the death of a paraeducator who is currently insured under the family plan, the District will continue to pay their portion of the family plan premium for a period of three months.

f. In the event that the health insurance premium cost increases more than 15% from one year to the next, the insurance committee must convene to explore cost containment measures. The committee will provide recommendations regarding cost containment measures to the Board of Education.

g. A committee shall be formed and maintained to consider and make recommendations on any and all elements of insurance affecting persons hereunder, including but not limited to, maintaining the quality of the insurance coverage, obtaining and reviewing all pertinent documents related to health plan operation, surveying plan participants with regard to satisfaction levels with current plans, obtaining training in plan operation, data interpretation, legislative impacts and emerging issues and future trends in the industry, examining rate renewal projections from plan administrators, obtaining competitive bids on insurance and possible reinsurance programs, reviewing wellness programs as needed, coordinating benefits between all insurance vehicles, and reviewing any and all other benefit related issues pertaining to insurance. The committee

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

shall consist of persons from the administration as well as a proportionate number of members from each bargaining unit within District 140 appointed by their respective bargaining units. The committee shall meet at the call of the Superintendent or Association President. The committee shall make recommendation(s) to the Board on changes to the insurance program, but the Board shall have the final determination as to any changes to the program. The Board, with input from the committee, shall determine which plans to offer and retains the right to add or remove plans, so long as any such changes maintain quality health insurance options for employees.

10.9.2 Continuation of Benefits

The health insurance benefits of an employee who retires, resigns, or whose employment is otherwise terminated shall continue through the last day of the month in which the retirement or resignation becomes effective.

Employees are entitled to insurance benefits on a twelve-month basis, provided, however, that insurance benefits shall terminate as of the last day of the month in which an employee ceases to be employed by the District, or through August in the case of a layoff effective at the end of a school term.

10.9.3 Medical Reimbursement

Paraeducators who elect not to participate in the health insurance plan extended by the Board of Education will receive up to \$800.00 per year reimbursement for medical expenses for self and family, including dental and vision, upon submission of receipts. Reimbursement must be submitted by August 1st of each year.

10.10 DENTAL INSURANCE

Paraeducators may elect to participate in the District's group dental insurance plan as it may exist from time to time. Any such participation shall be only as permitted by the District's insurance carrier and in accord with the carrier's requirements. The Board will pay 100% of the individual premium rate. The paraeducator shall pay the remaining cost of the insurance premium rate for dependent coverage if selected by the paraeducator. Employees who choose not to take dental insurance may apply the Board paid contribution toward their health insurance premium.

10.11 VISION INSURANCE

Employees may elect to participate in the District's group vision insurance plan as it may exist from time to time. Any such participation shall be only as permitted by the District's insurance carrier and in accord with the carrier's requirements. The Board will pay 100% of the annual individual premium cost. The employee shall pay the remaining cost of the insurance premium rate for dependent coverage if selected by the employee. The issue of coordination of benefits will be referred to the Insurance committee for study.

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

10.12 REPRESENTATION ON INSURANCE COMMITTEE

Paraeducators shall have representation on the District Insurance Committee. Two (2) representatives shall be chosen by the Association and shall be allowed input.

10.13 RETIREMENT INCENTIVE PROGRAM

Upon retirement from the District, an employee who has served at least eight (8) years in the District shall be given a sum of \$30.00 per day for each unused accumulated sick leave day not counted for retirement pension credit.

10.14 LIFE INSURANCE

For full time paraeducators the Board will provide a \$40,000 term life insurance policy pursuant to the District life insurance program.

ARTICLE 11— REDUCTION IN FORCE/LAYOFF

11.1 SENIORITY DEFINITION

Seniority shall be defined as the length of continuous full-time and part-time service of an employee as a paraeducator in District No. 140. Employees shall be laid off in inverse seniority order. If there is a tie in years, seniority will be determined by:

11.1.1 The first day of actual work in the District

11.1.2 Date of hire by the Board

11.1.3 College hours completed prior to the lay-off

11.1.4 Previous, but not continuous, years working in the District as a paraeducator

11.1.5 Previous years working in the District in a capacity other than a paraeducator.

11.1.6 As of August 1, 2006, all current members of the bargaining unit shall have their seniority counted as a year for a year, regardless of the position(s) held in the District prior to 8/1/06.

11.2 SENIORITY LIST

The Board shall keep an updated seniority list of all paraeducators covered by this Agreement. The District shall post a current seniority list in each building, and a copy shall be given to the Association President by February 1 of each school year. Should an employee disagree with his/her seniority list placement, he/she shall put the reasons in writing to the Superintendent and

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

KPEA president within thirty (30) calendar days of receipt of the list. If requested, a meeting shall be scheduled to discuss the disagreement. Failure of the employee to object to the employee's seniority list placement within thirty (30) days shall act as a waiver of any objections to said placement.

11.3 SENIORITY ACCUMULATION

11.3.1 Seniority shall accrue from the first day of continuous service in the District as a paraeducator.

11.3.2 As of August 1, 2006, all current members of the bargaining unit shall have their seniority counted as a year for a year.

11.3.3 Paraeducators in this bargaining unit hired after August 1, 2006, will have their part-time work computed on the following basis: a year of seniority shall be granted to each employee who works 650 hours or more during the school year, a half (1/2) year of seniority shall be granted to each employee who works 649 hours or less during the school year.

11.3.4 Seniority continues to accrue during all approved paid leaves of absence and periods of paid temporary disability, not to exceed six (6) months.

11.4 LOSS OF SENIORITY

Seniority will be lost due to the following:

11.4.1 Resignation

11.4.2 Retirement

11.4.3 Dismissal

11.4.4 Permanent movement out of the Association bargaining unit

11.4.5 Death

11.4.6 Absence for five (5) consecutive workdays without notifying the Building Principal or Superintendent, unless notice could not be given due to unforeseen circumstances outside the individual's control.

11.4.7 Employee without good cause does not return to work within five (5) days after the termination of an authorized leave of absence.

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

11.5 LAYOFF — REDUCTION IN FORCE

11.5.1 Employees shall be laid off in inverse seniority order.

11.5.2 The notification of layoff of a paraeducator shall be in writing thirty (30) days prior to layoff. In the event of a layoff or a reduction-in-force where a position is eliminated, a paraeducator has the right to bump a less senior employee.

11.5.3 Seniority is retained but shall not accrue during periods of layoff.

11.6 RECALL

11.6.1 Paraeducators shall be recalled by the District in the reverse order of that in which they were laid off.

11.6.2 Paraeducators on the recall list shall be notified by certified mail and phone of any paraeducator job vacancies within the District. Said employee must respond within twenty (20) calendar days.

11.6.3 A paraeducator who is on the recall list will be allowed to submit to the Superintendent his/her preference of assignment based on all available position openings.

11.6.4 Acceptance of a temporary position or a part-time position by a paraeducator shall not affect placement on the recall list.

11.6.5 All benefits to which a paraeducator was entitled at the time of his/her layoff, including accumulated sick leave, personal leave and seniority, will be restored upon his/her return to active employment.

11.6.7 Recall rights will be reserved for one (1) year from the commencement of the next school term.

11.7 PROBATIONARY PERIOD

All employees shall be hired on a probationary basis for a period of one (1) year. During the probationary period, an employee may be disciplined or discharged in the sole discretion of the Board without the need to state any reason for such actions.

ARTICLE 12 — LEAVES

12.1 SICK LEAVE

Paraeducators shall receive ten (10) days of paid sick leave per school year. A paraeducator on any leave at the commencement of any school term shall not be credited with sick leave for that term unless the paraeducator returns to work during that school term. A paraeducator who returns to work after a leave shall be credited with a prorated amount of sick leave for that year based on the number of

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

work days remaining in the school year at the time of the return from leave. Unused sick leave shall accumulate without limit.

All absences will be reported to the Administration as soon as possible. Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household. The Board may require a physician's certificate as a basis for pay during a leave after an absence of more than three (3) days for personal illness, or as it may deem necessary in other cases. For purposes of sick leave, immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, domestic partners, and legal guardians. In the event that an employee has no available emergency leave, one (1) sick leave day may be used for the death of an aunt, uncle, niece, nephew, or cousin.

12.2 DOCTOR'S APPOINTMENTS

Paraeducators may use one-half (1/2) day sick leave for the sole purpose of health appointments, provided that application for such leave be presented, in writing, twenty-four (24) hours prior to the day of leave. Any absence of more than three and one-half (3-1/2) hours will be deducted as a full day's leave from the paraeducator's sick leave bank.

12.3 MILITARY LEAVE

Military leave shall be granted in accordance with State and Federal law.

12.4 ACADEMIC LEAVE

A full-time employee may be granted a leave of absence for student teaching or an education-related internship if the following conditions are met:

12.4.1 The student teaching or internship occurs under an arrangement with an accredited college or university that prepares students for careers in education.

12.4.2 The duration of the leave for student teaching or the internship is no longer than one (1) semester.

12.4.3 The employee has been employed full time for two (2) years or more.

12.5 JURY LEAVE

An employee will suffer no loss of pay for performing jury duty provided the employee submits evidence of such jury duty, such as jury duty wage payment stub, within five workdays.

12.6 FAMILY MEDICAL LEAVE (FMLA)

The Board shall grant a leave of absence upon written request of the paraeducator, for the purpose of personal illness, caring for a sick member of the paraeducator's immediate family,

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

childbirth, or adoption. During said leave, the District will maintain the employee's coverage under any applicable group health plan for sixty (60) workdays at the level and under the same terms and conditions of coverage that would have been provided if the employee had continued to be at work during those sixty (60) workdays. Thereafter, the employees continued participation may continue provided that the employee pays the total cost of the premium. Immediate family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, domestic partners, and legal guardians. A leave of absence for the purpose of caring for a sick person not listed above may be granted by the Board.

12.7 CHILDREARING LEAVE

An employee who is unable to work due to a disability caused by contributed to by pregnancy, childbirth, or related medical conditions may utilize available sick leave for such absences in the same manner as it may be used for any other sickness or disability. In addition, however, a childrearing leave of absence, without pay, shall be granted to any employee expecting the birth of a child or the adoption of a child. When granted, childrearing leaves shall be subject to the following conditions and limitations:

12.7.1 All requests for childrearing leaves must be submitted in writing to the Superintendent at least three (3) months prior to the date requested for the commencement of the leave. The request must include a statement as to the expected delivery date or adoption date and the requested dates for both the commencement and termination of the leave.

12.7.2 The childrearing leave shall begin on the date requested by the employee, provided, however, that the leave must begin on a date not later than the date of discharge from the hospital or the delivery date or the adoption date, whichever is later.

12.7.3 A childrearing leave may be granted for the remainder of the school term in which the leave begins and at the employee's request, for one (1) additional school term. Return must be at the beginning of a school term, unless another return date is requested and approved by the Board of Education. The return date shall be requested and agreed upon prior to the granting of the leave. The Board of Education in its sole discretion may upon request by the employee grant a modification of the previously agreed return date.

12.7.4 An employee on childrearing leave is subject to dismissal due to a reduction in force on the same terms, as employees not on leave.

12.7.5 Childrearing leaves are without pay. No benefits shall be available to employees on childrearing leave, except those specifically stated herein below:

12.7.5a An employee on childrearing leave may continue to participate in the District's group insurance plans provided the employee pays the total cost of the premium, provided, however, that the District will maintain the employee's coverage under any applicable group health plan for three (3) months from the starting date or

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

from the date of any extended illness leave taken immediately prior to or preceding the childrearing leave and under the same terms and conditions of coverage that would have been provided if the employee had continued to be at work during those three (3) months. The employee shall repay any group insurance premiums paid by the District if he or she fails to return from childrearing leave.

12.7.5b An employee on childrearing leave shall suffer no loss of accrued sick leave or accrued seniority. Neither sick leave nor seniority shall accrue during the leave. No sick leave may be used by an employee on childrearing leave.

12.7.5c Upon return from childrearing leave, a paraeducator shall be assigned to an available position for which the employee is qualified. If there is no position available as determined by the Superintendent, said employee's leave will continue until a position subsequently becomes available in the current or following semester or year.

12.8 GENERAL LEAVES OF ABSENCE

Leaves of absence may be granted without pay to employees who desire to return to employment in a similar capacity at a time mutually agreed upon by the employee and the Administration. Each leave of absence shall be of the shortest possible duration to meet the purpose of the leave. Leaves of absence without pay for not more than one (1) year may be granted according to the following conditions:

12.8.1 Written requests for leave of absence without pay should be made at least three (3) months before the leave is desired, subject to approval of the Board;

12.8.2 Dates of departure and return must be mutually acceptable to the employee and administration and determination prior to any final action on the request;

12.8.3 Leaves may be granted for:

- a. medical
- b. parental
- c. other reasons acceptable to the Board.

12.9 GENERAL RETURN PROVISIONS

12.9.1 A paraeducator returning from leaves specified in Sections 12.4, 12.6, 12.7, or 12.8 above, will be assigned to the same position he/she held at the time leave was granted or to an equivalent position for which he/she is qualified, provided such vacancy exists. Upon resuming duties following leave, the paraeducator shall receive salary and benefits not lower than those to which he/she was entitled at the time leave was granted.

12.9.2 A paraeducator on leave, as specified in Sections 12.4, 12.6, 12.7, or 12.8 above, shall be considered to have resigned if he/she does not file with the Board a request for a return from leave, or a request for an extension of a leave, as aforesaid, at least ninety (90) days before the

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

close of school in the school year in which his/her leave terminates. Such leaves may only extend for a maximum of three (3) years.

12.10 PERSONAL BUSINESS LEAVE

The Board shall grant three (3) days of personal leave without loss of pay for emergency business or personal matters not covered by sick leave, which cannot be taken care of outside of school hours. Emergency personal or business matters are defined as matters that require the presence of the employee and of which the employee has little, if any, control. Request for personal leave must, except in case of emergency, be submitted to the administration at least 2 days in advance of the leave. Unused personal leave days shall accumulate from year to year, as sick days.

12.11 PARTICIPATION IN GROUP HOSPITALIZATION PLAN

Paraeducators on approved leaves may continue in the Group Hospitalization Plan.

12.11.1 Participation in the Group Hospitalization Plan will be for the duration of approved leave.

12.11.2 Paraeducators on approved leaves who continue to participate in the Group Hospitalization Plan shall pay the full monthly premium.

12.11.3 Checks from on leave paraeducators for their monthly premiums must be received in the Business Office no later than the fifth day of the month.

12.11.4 Failure of the on-leave paraeducator to forward payment by the due date shall result in that paraeducator being dropped from the Group Plan.

12.11.5 A signed statement from the paraeducator, prior to going on an approved leave, must be submitted indicating acceptance of the regulations governing continuance in the Group Plan.

ARTICLE 13 —VACANCIES, TRANSFERS, AND ASSIGNMENT

13.1 VACANCIES

13.1.1 School Term Vacancies

A vacancy shall be defined as a full- or part-time position within the bargaining unit opening due to retirement, death, resignation, discharge, or a newly-created position within the bargaining unit. All vacancies, except those occurring three weeks or less before the start of school, shall be posted in each school office for at least five (5) calendar days and a copy of the posting shall be given to the Association President via District email. Internal applicants will be interviewed and considered prior to the position being made available to outside applicants. If he/she is not selected for the position, the employee will, upon request, be notified of the reason(s) in writing. A copy of all notices posted under this Section of the

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

Agreement shall be given to the Association President via District email during the school term and during the summer months.

13.1.2 Summer School Positions

Summer school openings shall be posted at all buildings and on the District's web site.

13.2 INVOLUNTARY TRANSFERS

When Administration decides to use involuntary transfer, Administration will give affected employees as much advance notice as possible. Involuntary transfers shall not be used for discipline purposes. Any paraeducator who is involuntarily transferred shall be given the reason(s) as to the transfer within two (2) weeks. Seniority shall not be affected by transfer of position within the District.

13.3 NOTICE OF BUILDING ASSIGNMENT

Employees will receive notice of their tentative building assignments for the next school term prior to the end of the current school term. If a change of assignment is necessary, an employee will be notified of the change as soon as reasonably possible.

13.4 CERTIFIED TEACHER PARAEDUCATORS

Paraeducators, with the proper certification and qualification, will be able to apply for any vacant teaching position at the same time as the teachers. However, the Board's decision to fill any new or vacant teaching position shall be based on consideration of factors that include without limitation certifications, qualifications, merit and ability (including performance evaluations if available) and relevant experience and shall not be subject to the grievance procedure.

ARTICLE 14 — STANDARD RIGHTS/GENERAL PROVISIONS

14.1 SAVINGS

Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or the legislature, said article, section, or clause, as the case may be, will be automatically deleted from this Agreement to the extent that it violates the law, but the remaining articles, sections, or clauses will remain in full force and effect for the duration of this Agreement so long as they are not affected by the deleted material.

14.2 DURATION

This Agreement shall be effective as of **the first day of the 2021-2022 school term** and shall remain in full force and effect until **through the day preceding the first day of the 2023-2024 school term**, and shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing, on or before April 1, of the year in which this Agreement is to

A G R E E M E N T
BETWEEN KPEA, IEA-NEA AND THE BOARD OF EDUCATION
KIRBY SCHOOL DISTRICT 140

expire, that it desires to modify, change, amend, or terminate the Agreement. In the event such notice is given, negotiations shall commence on a mutually agreeable date no later than April 15 of the year in which this Agreement is to expire.

14.3 NO DISCRIMINATION

The Board and Association agree that they will not discriminate against any member of the bargaining unit for reasons of membership, non-membership or for engaging in any legally guaranteed union activities. The Board is an equal opportunity employer.

14.4 NO STRIKE

During the life of this Agreement, neither the Association nor any of its members nor any bargaining unit member shall engage in work stoppages or boycotts or picketing in any manner which would tend to disrupt operation of any public school in School District No. 140 or the administrative offices of the Board of Education of School District No. 140.

14.5 ENTIRE AGREEMENT

The parties acknowledge that during the negotiations which 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, Board 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 matter covered in this Agreement. This Agreement may only be amended during its term by the parties' mutual agreement in writing.

This Agreement is made and dated this 15th Day of April, 2021.

Kirby Paraeducator Association

Board of Education of
Kirby School District 140

By: Mary Ann Kouffman
President

By: [Signature]
President

By: Heena Rao
Secretary

By: Carle DeMichael
Secretary

By: _____
Region 30 Representative

By: [Signature]
Superintendent