

**AGREEMENT BETWEEN**

**THE BOARD OF EDUCATION OF  
MERCER COUNTY SCHOOL DISTRICT # 404**

**AND**

**THE  
MERCER COUNTY PARAPROFESSIONAL EDUCATION ASSOCIATION/IEA-NEA**

**From the date of signing of this labor  
agreement by both parties to June 30, 2014**

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ARTICLE I  
RECOGNITION, DEFINITIONS & BOARD RIGHTS

A. RECOGNITION

The Board of Education of Mercer County School District #404, hereinafter “Board,” recognizes the Mercer County Paraprofessional Education Association (MCPEA) hereinafter “Association,” as the sole and exclusive bargaining agent for all regularly employed, certificated paraprofessionals, including, but not limited to: teacher aides, classroom aides, one-on-one aides, library aides and computer aides. This specifically excludes Superintendent, Principals, management employees, teachers, cooks, bookkeeper, custodians, secretaries, bus drivers and short-term employees and any employee who meets the IELRA definition of supervisor.

B. DEFINITIONS

The term “paraprofessional(s)” or “employee(s)” when used hereinafter in the Agreement shall refer to all employees represented by the Mercer County Paraprofessional Association (“MCPEA”) in the bargaining unit as above defined.

The term “Board” or “District” when used hereinafter in the Agreement shall refer to the Board of Education or its Administrative Agents.

The term “probationary employee” when used hereinafter in the Agreement shall refer to all employees who have been employed with the District less than one hundred fifty (150) consecutive days or less from the employee’s first working day. Probationary employees have no seniority standing and will be subject to layoff or discharge at the sole discretion of the Employer without recourse to the grievance and arbitration procedures contained in the Agreement.

The term “non-probationary employee” when used hereinafter in the Agreement shall refer to all employees who have been employed with the District more than one hundred fifty (150) consecutive days or more from the employee’s first working day.

C. BOARD RIGHTS

Except as expressly modified by a specific provision of this agreement, the Board reserves and retains solely and exclusively all of its inherent rights to manage the School District as such rights existed prior to the execution of any agreement with the Association including but not limited to the right to create and maintain all of its

educational services and related services which reflect the determinations of the School District. The intent of the agreement is to establish with the Association wages and other compensation, working hours, and conditions of employment, as expressed in this agreement.

The parties also agree and acknowledge that the Board retains and reserves unto itself all powers and duties conferred upon and vested in it by the Rules and Regulations of the State Board of Education, the School Code of Illinois, Statutes of the State of Illinois, the Illinois Education Labor Relation Board (IELRB), and the Constitutions of the State of Illinois and of the United States.

ARTICLE II  
ASSOCIATION RIGHTS

A. ASSOCIATION NOTIFICATION OF ASSIGNMENTS

The Association shall be notified in writing or through electronic means of all tentative paraprofessional assignments by May 15 each year. The District reserves the right to change the paraprofessional assignments.

B. NOTICE OF BOARD MEETINGS

1. The President of the Association shall be given written or electronic notice of all regular and special meetings of the Board together with a copy of the agenda at least forty-eight (48) hours prior to that meeting.
2. One (1) copy of all open session Board minutes shall be mailed or electronically sent to the President of the Association within five (5) days of being approved by the Board.

C. ASSOCIATION BUSINESS ON SCHOOL PROPERTY

The Association may request use of school buildings, facilities and equipment to transact Association business on school property. Reasonable requests shall be granted provided the intended use does not conflict with previously scheduled activities, impact negatively on the educational program, or is unreasonably dangerous or disruptive.

D. BULLETIN BOARD, MAIL FACILITIES AND MAILBOXES

The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards at least one of which shall be provided in each school building. The Association may use the employee mailboxes and/or electronic communication for communicating meeting notices, conferences, and social gatherings to the membership.

E. NAMES AND ADDRESSES – NEW EMPLOYEES

The Association President, upon request, shall have access to the names and addresses of newly employed paraprofessionals.

ARTICLE III  
COMPENSATION & RELATED PROVISIONS

A. SALARY SCHEDULE

See Appendix A

B. PAYROLL DEDUCTIONS

The District provides a 403(b) service to the Employees. A third party administrator manages the program for the District. Employees desiring to participate in the 403(b) program must submit the name and contact information to the bookkeeper who will then contact the third party administrator to set up an automatic pre-tax payroll deduction arrangement. There are certain restrictions on the types of investments allowable. Eligibility and benefits shall be stated in the plan documents.

C. DUES DEDUCTION

The Board shall deduct from each Association member's pay the current dues of the Association, provided that the Board has an Association member-executed authorization for continuing dues deduction, the amount of which shall be certified annually by the Association. An authorization shall remain in effect from year to year, except that the Association member may revoke between July 15 and September 15 of any year. Nothing herein shall require the Board to remit or be responsible for:

1. Dues in arrears;
2. Dues due from person no longer employed by the District;
3. Dues due from person with insufficient earnings to cover the amount of dues; and/or
4. Association members on unpaid leaves of absence.

D. PAY PERIODS

Employees shall be paid on the basis of twenty (20) or twenty-six (26) equal installments.

E. MILEAGE REIMBURSEMENT

Employees shall be reimbursed at the current year's July 1 IRS rate per mile for use of personal vehicles while conducting approved School District related business and/or assigned to more than one (1) school building per day.

F. TIME SHEETS

Employees are required to accurately record times on timesheets.

## G. HEALTH INSURANCE

1. In the first year of the labor agreement, the Board agrees to pay \$378.89 a month toward a 42322 Blue Cross Blue Shield health insurance policy for qualified employees. Eligibility, benefits, and conditions for obtaining benefits shall be governed by the plan documents. Qualifying employees would be given the opportunity to apply the allotment to 1) \$250.00 deductible plan i.e., 42322 BCBS or 2) 1807 HSA. The board shall make available a Delta Dental insurance policy, if available, to employees with employees paying the entire premium.
2. During the second year of the labor agreement, the Board agrees to pay \$424.14 a month toward a 42322 Blue Cross Blue Shield health insurance policy for qualified employees. Eligibility, benefits, and conditions for obtaining benefits shall be governed by the plan documents. Qualifying employees would be given the opportunity to apply the allotment to 1) \$250.00 deductible plan i.e., 42322 BCBS or 2) 1807 HSA. The board shall continue to make available a Delta Dental insurance policy, if available, to employees with employees paying the entire premium. Employees who work less than 35 hours a week will not be eligible for health insurance. All currently employed full-time employees will be “grandfathered” and will continue to receive the health insurance benefit.
3. During the third year of the labor agreement, the Board agrees to pay \$424.14 a month toward a single person 42322 Blue Cross Blue Shield health insurance policy for qualified employees. The Board and MCPEA employees will split equally (50/50) the cost of any increase (see example given below). Eligibility, benefits, and conditions for obtaining benefits shall be governed by the plan documents. Qualifying employees would be given the opportunity to apply the allotment to 1) \$250.00 deductible plan i.e., 42322 BCBS or 2) 1807 HSA. The board shall continue to make available a Delta Dental insurance policy, if available, to employees with employees paying the entire premium. Employees who work less than 35 hours a week will not be eligible for health insurance. All currently employed (hired prior to 12/06/10) full-time employees will be “grandfathered” and will continue to receive the health insurance benefit.
4. During the fourth year of the labor agreement, the Board agrees to pay \$424.14 a month toward a single person 42322 Blue Cross Blue Shield health insurance policy for qualified employees. The Board and MCPEA employees will continue to pay the amount paid in the 2011/2012 school year and will also split the cost equally (50/50) of any increase for the 2012/2013 school year (see example given below). Eligibility, benefits, and conditions for obtaining benefits shall be governed by the plan documents. Qualifying employees would be given the opportunity to apply the allotment to 1) \$250.00 deductible plan i.e., 42322 BCBS or 2) 1807 HSA. The board shall continue to make available a Delta Dental insurance policy, if available, to employees with employees paying the entire premium. Employees who work less than 35 hours a week will not be eligible for health insurance.
5. During the fifth year of the labor agreement, the Board agrees to pay \$424.14 a month toward a single person 42322 Blue Cross Blue Shield health insurance policy for

qualified employees. The Board and MCPEA employees will continue to pay the amount paid in the 2011/2012 and 2012/2013 school years and will also split the cost equally (50/50) of any increase for the 2013/2014 school year (see example given below). Eligibility, benefits, and conditions for obtaining benefits shall be governed by the plan documents. Qualifying employees would be given the opportunity to apply the allotment to 1) \$250.00 deductible plan i.e., 42322 BCBS or 2) 1807 HSA. The board shall continue to make available a Delta Dental insurance policy, if available, to employees with employees paying the entire premium. Employees who work less than 35 hours a week will not be eligible for health insurance.

#### Health Insurance Premium Increase Example

<u>School Year</u>	<u>Premium</u>	<u>Bd Share</u>	<u>MCPEA Share</u>
2009/2010	1,000	1,000	0
2010/2011	1,100	1,100	0
2011/2012	1,200	1,150	50
2012/2013	1,300	1,200	100
2013/2014	1,400	1,250	150

#### H. SECTION 125 CAFETERIA PLAN

The Board shall maintain a Section 125 Salary Redirection Agreement to shelter health insurance premiums for existing payroll deduction health insurance companies as long as allowable by law.

#### I. LIFE INSURANCE

All employees shall be provided term life insurance in the amount of \$25,000 with the premium cost to be paid by the Board.

#### J. RETIREMENT

##### 1. Retirement Insurance

An Employee, with ten (10) years of district service, who retires from the District in good standing shall be permitted to remain in the 'District's hospital-surgical-major medical program with the same coverage the District offers its employees at the sole cost and expense of the employee.

2. Employees shall be entitled to receive a retirement bonus in each of the final two (2) years of service provided the employee has completed fifteen (15) years of service as an employee of the district (or preceding district) and is at least sixty (60) years old. If these two criteria are met, the employee will be paid a bonus of five (5) percent on top of the regular salary in the final two (2) years of service. The bonus is in addition to any cost of living raise that may be granted to employees during that final year.

*See example on next page...*

Example:

2010/2011 Salary:	\$10,000
Retirement Bonus:	\$500
Total Salary:	\$10,500

2011/2012 Salary:	\$10,100 (includes a \$100 raise from previous year)
Retirement Bonus	\$505
Total Salary:	\$10,605

ARTICLE IV  
EMPLOYEE PROTECTION

A. ASSAULT ON EMPLOYEES

1. Any paraprofessional who suffers illness or injury from a physical assault while on the job or arising from the job and who is unable to work as a result will not be charged sick leave while receiving Worker's Compensation.
2. Paraprofessionals who are absent from work during the waiting period before they receive Worker's Compensation benefits for temporary total disability may use whole or fractional (not less than 1/3) days for such waiting period.

B. RIGHT TO REPRESENTATION

The Board and administration shall make reasonable efforts to resolve complaints against Employees in an expeditious manner. Whenever an Employee is required to appear before the Board or Administration concerning a matter which reasonably could lead to discipline, the Employee shall be permitted Association representation. The Employee shall be given reasonable notice of any meeting and shall be notified of the reasons for the meeting. The Association President shall be notified of any disciplinary action with respect to any Employee.

C. DISCIPLINE OR DISMISSAL

1. Discipline for Cause  
No employee shall be disciplined, reprimanded, suspended, docked or terminated without cause.
2. Suspensions
  - a) Any paraprofessional can be suspended by the Superintendent with or without pay pending investigation for possible disciplinary action.
  - b) Any paraprofessional can be suspended by the Board with or without pay for disciplinary action.

ARTICLE V  
SENIORITY

A. DEFINITION OF SENIORITY

Seniority shall be defined as the length of service within the district as a member of the bargaining unit. Accumulation of seniority shall begin from the Employee's first working day.

B. PART-TIME

Employees working .5 FTE or more shall accrue seniority on a pro rata basis. For example, two (2) years of service as a .5 FTE employee will equate to one (1) year of seniority.

C. TIES IN SENIORITY

In the event that more than one individual Employee has the same start date, the position on the seniority list shall be determined by drawing lots.

D. PROBATIONARY EMPLOYEES

Probationary Employees shall have no seniority until the completion of the probationary period at which time their seniority shall revert to their first day of work.

E. MAINTAINING AND POSTING OF SENIORITY LISTS

1. Upon annual Association request, the Board shall prepare, maintain and post the seniority list by February 1<sup>st</sup> each year.
2. A copy of the seniority list and subsequent revisions shall be furnished to the Association/Union. Any Employee disagreeing with their seniority placement shall respond, in writing, to the Superintendent and the Association President within thirty (30) work days after the effective date of the posting. If errors are found, a revised appropriately ordered list shall be reissued.

F. SENIORITY RIGHTS

All Employees shall receive seniority rights as provided in the Agreement except where prohibited by law or regulation.

#### G. LOSS OF SENIORITY

Seniority shall be lost upon resignation, retirement, and dismissal for cause or upon layoff when recall rights expire.

#### H. REDUCTION-IN-FORCE

1. Reduction-in-force shall be made on the basis of seniority in reverse order of start date.
2. Employees will be given a lump sum payment no later than the third business day following the last day of student attendance in the regular school term.
3. Individual employee insurance benefits shall continue through June 30 for honorably dismissed employees who were employed for the entire previous school year.

ARTICLE VI  
GRIEVANCE PROCEDURE

A. Definition

A grievance shall be any claim by the Association that there is an alleged violation, misinterpretation, or misapplication of the terms of this agreement.

B. Time Limits

All time limits consist of school days, except when a grievance is submitted fewer than ten (10) days before the close of the current school term or during the summer, then time limits shall consist of days the business office is open.

C. PROCEDURES

The parties acknowledge that an Employee and the Employer may resolve problems through free and informal communications. However, a grievance shall be processed as follows:

1. STEP I – The Association, on behalf of the employee, may present the grievance in writing to the immediately involved supervisor within twenty (20) calendar days of the event. The supervisor will arrange for a meeting to take place within seven (7) calendar days after receipt of the grievance. The Association's representative, the grievant and the immediately involved supervisor shall be present for the meeting. Within seven (7) calendar days of the meeting, the grievant and the Association shall be provided with the supervisor's written response, including the reasons for the decision.
2. STEP II - If the grievance is not resolved at Step I, then the Association may refer the grievance to the Superintendent or the Superintendent's official designee within ten (10) calendar days after receipt of the Step I answer. The Superintendent shall arrange, with the Association representative, for a meeting to take place within seven (7) calendar days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary. Within five (5) calendar days of the meeting, the Association shall be provided with the Superintendent's written response, including the reasons for the decision.
3. STEP III - If the Association is not satisfied with the disposition of the grievance at Step II, the Association may submit the grievance to final and binding arbitration. The demand for arbitration shall be submitted to the Federal Mediation and Conciliation Service requesting a list of five (5) arbitrators. The arbitrator shall be selected by the parties alternately striking names with the moving party striking first name. If a demand for arbitration is not filed within thirty (30) calendar days of the date for the Step Two answer, then the grievance shall be deemed withdrawn.

D. Bypass to Superintendent

A mutual Agreement at any step of the grievance procedure may be bypassed. If the Association and the Superintendent agree, any step of the grievance procedure may be bypassed and the grievance brought directly to the next step.

E. Class Grievance

Class grievances involving more than one (1) employee or more than one (1) supervisor, and grievances involving an administrator above the building level may be initially filed by the association at Step Two.

F. Timeliness

The failure of the grievant or Association to timely file or process a grievance shall render the grievance procedurally defected and constitute a bar of further appeal.

G. Filing of Materials

All records related to a grievance shall be filed separately from the personnel files of the employees.

H. No Written Response to Grievances

If no written decision has been rendered within the time limits indicated by a step, then the grievance may be processed to the next step.

I. Expenses

The fees and expenses of the arbitrator shall be shared equally by the parties. The cost of the court reporter shall be equally shared.

J. Zipper - - Arbitration

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 submitted to him/her in writing, and his/her decision shall be based solely upon his/her interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented.

K. Release Time

Should the Board require that an employee be released from his/her assignment in order to process a grievance, the employee shall be released without loss of pay or benefits.

ARTICLE VII  
PERSONNEL FILE

A. PLACEMENT OF MATERIALS IN FILE

An employee shall be notified and given a copy before any disciplinary material is placed in his or her file. Disciplinary material shall include written reprimands, written warnings, and notices to remedy.

B. RIGHT TO RESPOND TO MATERIALS IN FILE

The employee shall have the right to respond to any material in his/her file, and his/her response shall be attached to the file copy of the material.

C. RIGHT TO REVIEW FILE

An employee shall be permitted to examine his/her personnel file during the regular business hours of the central office. A Union Representative may accompany the Employee at the employee's option.

D. RIGHT TO REPRODUCE MATERIALS IN FILE

Upon request, the employer shall provide the employee with one (1) copy of the materials in the employee's personnel file.

ARTICLE VIII  
LEAVES

A. Sick Leave/Personal Leave

1. Each employee shall be entitled to twelve (12) sick leave days, two (2) of which may be used for personal days, per school year without loss of pay.
2. Sick days shall accumulate up to two hundred and seventy-two (272) days.
3. Sick days will be accessible in quarter (1/4) day increments.
4. Any paraprofessional who suffers illness or injury from a physical assault while on the job or arising from the job and who is unable to work as a result will not be charged sick leave while receiving Worker's Compensation.
5. Paraprofessionals who are absent from work during the waiting period before they receive Worker's Compensation benefits for temporary total disability may use whole or fractional (not less than 1/4) days for such waiting period.

B. PROFESSIONAL LEAVE

Paraprofessionals may apply for professional leave. Such application shall be made in writing to the Building Principal. Approval or denial of such leave shall be at the determination of the Principal.

C. ASSOCIATION LEAVE

The Association shall be provided up to five (5) days District-wide (i.e., one (1) paraprofessional – five (5) days; five (5) paraprofessionals – one (1) day each, etc.) in order to send representative(s) to local, state or national conferences or business pertinent to Association affairs. These representatives shall be excused without loss of pay or benefit. A written notification shall be submitted to the Building Principal and Superintendent at least fourteen (14) calendar days in advance of the proposed use. The district shall be reimbursed by the Association for substitute costs incurred as a result of the Association Leave absences.

D. LEAVES OF ABSENCE WITHOUT PAY

Paraprofessionals may apply for leaves of absence without pay. Such application shall be made in writing to the Board of Education. Approval or denial of such leave shall be at the determination of the Board.

E. BEREAVEMENT LEAVE

1. Each Employee shall be granted up to one (1) bereavement day with pay per occurrence to be used in the event of the death of the employee's grandfather-in-law or grandmother-in-law.

2. Each Employee shall be granted up to two (2) bereavement days with pay per occurrence to be used in the event of the death of the employee's co-worker, aunt, uncle, niece, nephew, or cousin.

3. Each Employee shall be granted up to three (3) bereavement days with pay per occurrence to be used in the event of the death of the employee's brother, sister, legal guardian, children-in-law, grandchild, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law or foster child.

4. Each Employee shall be granted up to five (5) bereavement days with pay per occurrence to be used in the event of the death of the employee's spouse, child, stepchild, father or mother.

5. Bereavement leave shall not accumulate and is not transferable. Bereavement day(s) taken pursuant to this clause shall not be deducted from sick leave.

ARTICLE IX  
EFFECT OF AGREEMENT

A. BARGAINING FOR SUCCESSOR AGREEMENT

In accordance with the Illinois Educational Labor Relations Act, the Board agrees to begin negotiations with the Association over a Successor Agreement. During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

B. NEGOTIATIONS PROCEDURES

The parties agree to negotiate in good faith. Such negotiations shall proceed pursuant to the steps as outlined in Section 12 of the Illinois Educational Labor Relations Act.

C. DISTRIBUTION OF AGREEMENT

Within thirty (30) days after the Agreement is signed, the Board shall have prepared at its expense sufficient copies of the Agreement for distribution of a copy to each currently employed paraprofessional hereinafter employed during the term of this Agreement. Such copies shall be delivered to the Association President for distribution. The Board shall have prepared at its expense each altered page due to mid-term negotiations or error. New employees will receive a complete copy. Such pages shall be delivered to the Association President for distribution.

D. SAVINGS CLAUSE

Should any article, section, or clause of the Agreement be declared illegal by a court or agency of competent jurisdiction, then that article, section, or clause shall be deleted. The remaining articles, sections, and clauses shall remain in full force and effect.

ARTICLE X  
DURATION

This agreement shall be effective from 12:00 a.m. of December 15, 2010 and shall continue in effect through 11:59 p.m. of June 30, 2014 subject to other provisions of this agreement (Article 24).

ASSOCIATION

BOARD OF EDUCATION

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Secretary

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

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

## APPENDIX A

Yrs. Exp.	9/10	10/11	11/12	12/13	13/14
0	\$275	9.00	9.20	9.40	9.60
1	\$275	9.10	9.30	9.50	9.70
2	\$275	9.20	9.40	9.60	9.80
3	\$275	9.30	9.50	9.70	9.90
4	\$275	9.40	9.60	9.80	10.00
5	\$275	9.50	9.70	9.90	10.10
6	\$275	9.60	9.80	10.00	10.20
7	\$275	9.70	9.90	10.10	10.30
8	\$275	9.80	10.00	10.20	10.40
9	\$275	9.90	10.10	10.30	10.50
10	\$275	10.00	10.20	10.40	10.60
11	\$275	10.10	10.30	10.50	10.70
12	\$275	10.20	10.40	10.60	10.80
13	\$275	10.30	10.50	10.70	10.90
14	\$275	10.40	10.60	10.80	11.00
15	\$275	10.50	10.70	10.90	11.10
16	\$275	10.60	10.80	11.00	11.20
17	\$275	10.70	10.90	11.10	11.30
18	\$275	10.80	11.00	11.20	11.40
19	\$275	10.90	11.10	11.30	11.50
20	\$275	11.00	11.20	11.40	11.60
21	\$275	11.10	11.30	11.50	11.70
22	\$275	11.20	11.40	11.60	11.80
23	\$275	11.30	11.50	11.70	11.90
24	\$275	11.40	11.60	11.80	12.00
25	\$275	11.50	11.70	11.90	12.10

1. All newly hired paraprofessionals will have a base pay rate of \$9.00/hr.
2. When calculating pay rates for the current staff, ten (10) cents will be given (in addition to the \$9.00 base pay rate) for each year of service as a paraprofessional for Mercer County School District #404 and its predecessor districts through the 2009/2010 school year. This is a one-time calculation; paraprofessionals do not get an additional ten (10) cents for additional experience in subsequent years.
3. All paraprofessionals hired on or before December 31 of a given year, will receive one year of service credit for purposes of the pay rate scale. All paraprofessionals hired on or after January 1 will not receive a year of service credit for purposes of the pay rate scale.
4. Current employees whose previous pay rates are more than the new calculated rate will remain at their previous pay rate and will receive an additional \$150 payment during each school year their pay remains “frozen.”
5. In lieu of hourly back pay for the 2009/2010 school year, all currently employed paraprofessionals will receive a one-time \$275 bonus.
6. Cindy Hutchens’ pay rate will be set at \$12.07 per hour for the 2010/2011 school year. Her pay rate will remain the same for the remaining years of the contract. She will not get a payment of \$150 during the 2010/2011 school year, but will receive it in each of the remaining years of the contract.
7. The pay rates of Deb VanderHeyden, Jaime Kernan, and Julie Losey will be reduced to the new calculated rates based on years of experience. The District will not require these three employees to pay back the 2010/2011 overpayment.