Collective Bargaining Agreement

Between

Southern Will County Cooperative For Special Education

And

SOWIC Council AFT/IFT Local 604 Teacher Assistants

2012-2016
## Table of Contents

### Article I  Introduction
1.1 Preamble 1
1.2 Recognition 1
1.3 Scope of Agreement 1
1.4 General Principles of Negotiations 1

### Article II  Grievance
2.1 Definitions 2
2.2 General Provisions 2
2.3 Grievance Procedures 3
2.4 Miscellaneous Procedures 4

### Article III  Working Conditions
3.1 Work Hours 5
3.2 Job Descriptions 5
3.3 Substitution 5
3.4 Training 6
3.5 Seniority 6
3.6 Vacancies 6
3.7 Personnel Files 7
3.8 Job Assignment 7
3.9 Evaluation 7

### Article IV  Leaves
4.1 Sick Leave 8
4.2 Personal Leave 8
4.3 Jury Duty 9
4.4 Pregnancy-Related Disability Leave 9
4.5 Child Care Leave 10

### Article V  Compensation and Benefits
5.1 Salary Schedule 12
5.2 Payroll Procedure 12
5.3 Health Insurance 12
5.4 Recognition Benefit 12
5.5 Mileage Reimbursement 13
5.6 Field Trip Reimbursement 13

Article VI Effect and Duration of Agreement

6.1 Terms of Agreement 13
6.2 Savings Clause 13
6.3 No Strike and Disruptions 13
6.4 Meetings 14
6.5 Complete Understanding 14
6.6 Changes 14
6.7 Previous Agreements 14
6.8 Board Authority 14
6.9 Maintenance of Membership/Fair Share 15

Appendix A
Salary Schedule
ARTICLE I
INTRODUCTION

1.1 Preamble

This Agreement is entered into this 1st day of July 2012, by and between the Board of Education of Reed Custer Community Unit School District 255U, Will County, Illinois, as Administrative District for the Southern Will County Cooperative for Special Education, Will County, Illinois (hereinafter referred to as the “Board”) and the SOWIC Council of AFT-Local 604 (hereinafter referred to as the “Union”).

1.2 Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative with respect to rates of pay, wages, hours and other terms and conditions of employment for all full-time teacher assistants, specifically excluding full-time and regularly employed part-time teachers, speech therapists, psychologists, social workers, the Executive Director, coordinators, secretarial staff, cafeteria workers, custodians and bus aides.

1.3 Scope of Agreement

It is the intention of this Agreement to provide for the rates of pay, wages, hours and other terms and conditions of employment full-time teacher assistants.

1.4 General Principle of Negotiations

A. The purpose of this recognition is a mutual agreement between the parties to negotiate in a good faith effort.

B. “Good faith effort” is defined as the mutual responsibility of the Union and the Board to deal with each other openly and fairly and endeavor to reach agreement on items being negotiated. It does not imply that either party will agree with, or accept, the other party’s proposals, or be compelled to reach agreement on specific topics.
ARTICLE II
GRIEVANCE

2.1 Definitions

A. A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any of the provisions of this Agreement.

B. All time limits contained herein shall consist of calendar days and shall be computed by excluding the first day and including the last day, unless the last day is Saturday or Sunday or a legal holiday and then it shall also be excluded.

2.2 General Provisions

A. A grievance may be initiated and/or conducted by

1. A teacher assistant in his or her own behalf,
2. A teacher assistant accompanied by a Union representative; or
3. The Union as the representative of the consenting teacher assistant(s), as verified in writing.

B. Every teacher assistant covered by this Agreement shall have the right to present grievances in accordance with these procedures. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual teacher assistant from discussing a problem with the Administration and having it adjusted without representation of Union representatives.

C. The failure of a teacher assistant or the Union (in accordance with 2.1 B above) to act on any grievance within the prescribed time limits will act as a bar to any further appeal and the administrators’ failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement.

D. Any teacher assistant has the right to be represented in the grievance procedure. The affected teacher assistant shall be present at any grievance meeting. When the presence of a teacher assistant at the grievance hearing is requested by either party, illness or other incapacity of the teacher assistant shall be grounds for any necessary continuance of said hearing.
E. In any instance where the Union is not represented in the grievance procedure, the Union will be notified of the final disposition of the grievance, should the Union so request.

F. Hearings and conferences under this procedure shall be conducted at a time which will afford an opportunity for all persons, including witnesses entitled to be present, to attend and be help insofar as possible after regular school hours, or during non-teaching time of personnel involved. When such hearings and conferences are held, at the option of the Administration during school hours, all teacher assistants whose presence are required shall be excused, with pay, for that purpose.

G. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher assistant or Union representative shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the teaching staff. The Union is responsible for the elimination of nuisance grievances.

H. No material relevant to grievances shall be inserted in the teacher assistant’s personnel file.

2.3 Grievance Procedure

A. Step 1: An attempt shall be made to resolve any grievance through informal verbal discussion between the grievant, teacher-supervisor and/or other persons against whom the grievance is lodged.

B. Step 2: In the event that the matter is not resolved informally, the grievant or the Union shall file a written grievance within ten (10) days of the alleged violation of this Agreement with the appropriate coordinator. The written grievance shall state the nature of the grievance, the specific clause or clauses of this Agreement which are alleged to have been violated and the remedy which is sought. The coordinator shall, within ten (10) days of the receipt of the grievance, confer with the grievant and/or his or her Union representative in an attempt to resolve the grievance. Within ten (10) days after completion of the conference, the coordinator shall render his or her written decision. Nothing contained herein shall prohibit the coordinator and the Union representative from meeting prior to the conference for the purpose of disclosing to each other the evidence upon which each intends to rely.

C. Step 3: If the grievance is not resolved in Step Two, then the grievant or the Union may appeal the grievance to the Director within ten (10) days of the receipt of the
Step Two answer. The Director will arrange for a meeting with the grievant and/or Union within ten (10) days of the receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary to develop the facts pertinent to the grievance. Upon conclusion of the meeting, the Director shall have ten (10) days in which to provide his/her written decision to the grievant and/or Union.

D. Step 4: Within thirty (30) days of the date of the Director’s decision, the Union may submit the grievance to binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association (AAA). The Arbitrator shall follow the standard rules of the AAA and his or her decision shall be binding upon the parties; provided, however, that the Arbitrator shall not have the authority to amend, modify, nullify, ignore or add to the provisions of this Agreement. The Arbitrator’s authority shall be strictly limited to rendering a decision on the issue or issues presented to him or her and the Arbitrator’s decision must be based solely upon his or her interpretation of the meaning or application of the express language of this Agreement. Expenses for the Arbitrator’s services and the expenses which are common to both parties to the arbitration shall be borne equally by the Board and the Union. Each party shall be responsible for compensating its own representatives and witnesses.

2.4 Miscellaneous Provisions

A. Exclusion of Remedies

In the event a member of the bargaining unit commences a proceeding in any state or federal court or administrative agency against the Board and/or Administration charging the Board and/or Administration with an alleged violation of this Agreement, such remedy shall be exclusive and the said member shall be barred from involving and proceeding with any remedy by this grievance procedure unless a court of administrative agency remands the case back to the grievance procedure.

B. No Reprisals

No reprisals of any kind shall be taken by the Union against any teacher assistant because of his/her participation or lack of participation in a grievance.
ARTICLE III
WORKING CONDITIONS

3.1 Work Hours

A. Teacher assistants shall maintain the same daily schedule as is the policy of the school district and school building where the classes are located. However, the work day of teacher assistants will not be less than 7.5 hours daily, which is inclusive of a 7 hour work day and a 30 minute duty free lunch.

B. Any work performed at the request of a SOWIC Program Administrator beyond the normal workday that does not qualify as overtime shall be paid at the regular hourly rate of that teacher assistant.

C. A teacher assistant shall receive a thirty (30) minute duty free lunch during a full work day.

D. The work year for the teacher assistants may be extended to include one-half day of orientation at the beginning of the school year and one-half day during or at the end of the school year as determined by the Director. Such days and/or time for in-service and/or training shall be scheduled when students are not in attendance and at the discretion of the Director.

3.2 Job Descriptions

Each teacher assistant shall be provided a job description at the beginning of the school year which may be changed at the discretion of the Director after consultation with the affected teacher assistant. When changes are made, a revised copy shall be provided to the affected teacher assistant.

3.3 Substitution

In the event that a teacher assistant substitutes for a regular teacher, the teacher assistant shall be compensated at the district’s daily substitute rate if certified as a teacher or holding a valid substitute teacher’s certificate. A teacher assistant may not receive the teacher assistant compensation if he/she is receiving substitute compensation.
3.4 Training

Training shall be provided for teacher assistants to ensure they properly meet the physical needs of the students with whom they are assigned to work.

3.5 Seniority

A. Seniority is the length of continuous service with the Cooperative and shall commence when a teacher assistant is officially hired by the Board on a full-time basis.

B. In the event that seniority between two (2) or more teacher assistants is equal, then seniority shall be determined by the date the teacher assistant signed his/her contract.

C. If a reduction in force in necessary, the teacher assistant with the least seniority will be dismissed first. Remaining teacher assistants may be transferred to meet the needs of SOWIC. The Director will have sole discretion in this matter.

D. Each school year, a list will be prepared by the Director showing the length of continuous service for each teacher assistant. A copy of the list shall be provided to the Union by February 1 of each school year.

3.6 Vacancies

A. The Director shall have sole discretion on all vacancies. Prior to making his/her final decision, the Director or his/her designee shall contact the affected teacher assistant and teacher for their input whenever practical.

B. Whenever a teacher assistant is interested in securing another position, he/she shall put the request in writing to the Director. In addition, teacher assistants shall have the responsibility of contacting their appropriate coordinator regarding any vacancies they can apply for if they are interested in another position.

C. Appointment of current personnel to vacant positions within SOWIC will be done upon the basis of the teacher assistant’s qualifications, which shall include, but not be limited to, the teacher assistant’s seniority, experience, educational training, the needs of SOWIC and the quality of the teacher assistant’s past performance. This provision, however, shall not be construed to preclude the employment of an
outside applicant to fill any vacancy. The Director shall have sole discretion on the decisions affecting vacancies.

3.7 Personnel Files

A. There shall be one (1) personnel file for each teacher assistant.

B. Upon written request, a teacher assistant will have the right to review materials in his/her personnel file. Letters and materials which are confidential in nature, which consist of letters of recommendation used by the teacher assistant to secure a position, will not be available to the teacher assistant. Such review may take place under the supervision of the Director or designee.

C. No materials shall be placed in the personnel file unless the teacher assistant receives a copy of said material. A teacher assistant will have the right to answer such material, in writing, within twenty-one (21) calendar days and his/her answer shall be attached to the corresponding file material. A teacher's written answer must specifically relate to the particular material in question.

D. Each teacher assistant shall have the right to insert material relevant to his/her service in the Cooperative and add statements as to his/her qualifications as a teacher assistant. However, such material will be placed in the personnel file only if the Director determines it relevant. The insertion of such material in the personnel file does not indicate agreement with the content thereof by the Director or the Board.

3.8 Job Assignment

Each teacher assistant will be given written notice of his/her tentative assignment for the forthcoming school year prior to July 30 whenever practical as determined by the Director. If changes are made in the tentative assignments, the affected teacher assistants will be notified of such changes by the Director.

3.9 Evaluation

The Union and the Cooperative developed the evaluation system collaboratively which conforms to applicable state law. The evaluation procedure will follow the timelines, guidelines and forms found in the official Teacher Assistant Appraisal System.
ARTICLE IV
LEAVES

4.1 Sick Leave

A. Teacher assistants shall be granted the following annual sick leave, to be used in conformance with the law according to his/her annual employment with the Board.

<table>
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<th>Years of Service</th>
<th>Days per Year</th>
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<tbody>
<tr>
<td>1-2</td>
<td>11</td>
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<td>3-5</td>
<td>14</td>
</tr>
<tr>
<td>6-thereafter</td>
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</table>

B. Unused sick leave will accumulate to a total of two hundred forty (240) days.

C. Sick leave shall be interpreted as being personal illness, quarantine at home, or serious illness or death in the immediate family or household or birth, adoption or placement for adoption. The immediate family for purposes of this section shall include: parents, spouse, brothers, sisters, children, grandparents, parents-in-law, sisters-in-law, brothers-in-law, legal guardians and civil union partners.

D. In the event that sick days must be used by a teacher assistant, the teacher assistant shall report the necessity to the appropriate Administrator of the School District to which he or she is assigned in accordance with that School District’s policy.

E. Teacher assistants shall be notified in writing, reported on their paychecks, as to the current number of sick leave days they have accumulated.

4.2 Personal Leave

A. Full-time teacher assistants will be granted, upon approval of the Director, two (2) days personal leave (with pay) each school year. Personal leave shall be non-cumulative; provided however, that any unused personal leave days shall, at the end of the school year, convert to and be added to the teacher assistant’s accumulated sick days.
B. Personal leave days will not be granted during the first five (5) work days of school, last five (5) work days, and for days immediately before or after a holiday or school vacation. Specific reasons may be provided to the Director covering unusual circumstances and/or emergency situations, whereby such requests may be considered for approval by the Director.

C. Notification for a personal leave day shall be made to the Director using the proper form at least five (5) working days in advance. In cases of emergency situations, exceptions may be granted.

D. Personal leave shall be interpreted as being absent due to business matters that cannot be handled other than at the specific time during a school day, i.e., court days, personal family matters of an urgent nature, etc.

E. Requests must be made in writing to the Director with the reason given by the teacher assistant.

4.3 Jury Duty Leave

A teacher assistant will be excused at full pay for the purposes of fulfilling jury duty. The teacher assistant shall refund to the Cooperative any monies received for jury duty less any permitted travel allowance.

4.4 Pregnancy-Related Disability Leave

A. Any teacher assistant who becomes pregnant shall receive, upon request, a pregnancy related disability leave of absence. The request to the Director shall include a physician’s statement certifying pregnancy.

B. The teacher assistant’s seniority is not affected by the pregnancy-related disability leave during the period of time mentioned above. However, for teacher assistants who have less than two (2) years of continuous service, disability leave in excess of accumulated sick leave may result in a loss of credit for evaluation purposes only for the school year if it is determined by the Director that the evaluation process cannot be adequately completed.

C. The pregnancy-related disability leave shall be for a period of time as certified by the teacher assistant’s doctor.

D. Teacher assistants may use accumulated sick leave during the period of pregnancy-related disability.
E. Advancement on the salary schedule will be allowed according to the following:

1. If a teacher assistant works one hundred twenty (120) or more days of a school year, that full year will be allowed on the schedule.

2. If a teacher assistant works less than one hundred twenty (120) days, no advancement on the schedule will be allowed.

F. General Conditions Affecting Pregnancy-Related Disability Leave

Notification by the teacher assistant of her intent to return from a pregnancy-related disability leave must be according to the following timetable:

1. Prior to taking the leave, the teacher assistant will inform the Director as to her anticipated date to physically be able to return to work, as verified by her physician, if a child care leave hasn’t been requested.

2. Confirmation of the actual date that a teacher assistant is released by her physician to return to work must be provided to the Director, in writing, prior to said date. Whenever possible, a five (5) working day notice of the specific date to return to work should be provided to the Director so as to insure a continuity of instruction.

3. Teacher assistants who are returning to work immediately following a pregnancy-related disability leave shall return to a designated position within their classification as determined by the Director.

4.5 Child Care Leave

A. Upon written request submitted to the Director by a teacher assistant, at least three (3) months before the leave is to begin (unless exceptions are granted by the Director), the Board will grant an unpaid child care leave under the following conditions:

1. Child care leave applies to newborn babies or newly adopted children under the age of four (4) years old.

2. Child care leave shall be for a period of time as approved by the Director and cannot exceed one (1) full school year.
3. Salary, all fringe benefits and accumulation of seniority ceases at the commencement of child care leave. All insurance coverage may be kept in effect by the teacher assistant during the term of the child care leave, so long as the teacher assistant makes the required premium payments to the District during the leave period.

4. Advancement on the salary schedule will be allowed according to the following:

   a. If a teacher assistant works one hundred twenty (120) or more days of a school year, that full year will be allowed on the schedule.

   b. If a teacher assistant works less than one hundred twenty (120) days, no advancement on the schedule will be allowed.

5. If an approved childcare leave is approved prior to completing two (2) continuous years or service, the leave may result in a loss of evaluation credit for the school year if it is determined by the Director that the evaluation process cannot be adequately completed.

B. General Conditions Affecting Child Care Leaves

1. If a teacher assistant intends to return for the beginning of the second semester of a school year, written notification shall be made by the teacher assistant to the Director by October 31 of the same year.

2. If a teacher assistant intends to return for the beginning of the first semester of a school year, written notification shall be made by the teacher assistant to the Director by April 1 of the same calendar year.

3. A teacher assistant granted a childcare leave shall be entitled to a teacher assistant position for which he/she is qualified.

4. Failure of a teacher assistant to notify the Director of his/her intent to return according to the provisions of this section shall be considered as a resignation provided the district notifies the teacher assistant in writing of this requirement at least thirty (30) days prior to the deadline.
ARTICLE V  
COMPENSATION AND BENEFITS

5.1 Salary Schedule

The salary schedule shall be set forth in Appendix A, which is attached hereto and incorporated into this Agreement.

5.2 Payroll Procedure

Teacher assistants shall be paid on the basis of twenty-four (24) equal installments.

5.3 Health Insurance

A. On behalf of the teacher assistants, the Board shall contract for the purchase of a group policy of major medical and hospitalization insurance from a duly licensed health-carrier and for all fulltime teacher assistants employed by the Board.

B. The Board shall contribute 75% of the annual single premium rate for single or family coverage for purchase of said health insurance for all current full-time teacher assistants.

C. In the event that the Board changes this group insurance policy or the carrier, then the Union will be so informed of the anticipated changes and shall have an opportunity to review such changes or their input prior to the final decision being made by the Board.

5.4 Recognition Benefit

A onetime recognition benefit shall be available to the retirees who begin drawing Illinois Municipal Retirement Fund pension benefits immediately after leaving SOWIC and who have at least fifteen (15) years of full-time, consecutive service in SOWIC. Eligible teacher assistants will receive one hundred dollars ($100.00) per year of full time service in SOWIC. It shall be the responsibility of the retiring teacher assistant to notify the Director or designee in writing prior to April 1st of the year of his/her retirement and resignation in order to receive this benefit.
5.5 Mileage Reimbursement

Teacher assistants shall be allowed to claim mileage reimbursement at the rate allowable by the IRS when their personal automobiles are used in the performance of assigned duties. Mileage reimbursement will be paid for travel to and from professional conferences outside of SOWIC.

5.6 Field Trip Reimbursement

Teacher assistants shall be reimbursed any fees that they are required to pay to attend field trips during the course of the school day.

ARTICLE VI
EFFECT AND DURATION OF AGREEMENT

6.1 Terms of Agreement

This Agreement shall be in effect on July 1, 2012, and shall continue in effect until June 30, 2016.

6.2 Savings Clause

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

6.3 No Strike and Disruptions

Neither a teacher assistant nor the Union shall ever, during the term of this Agreement, promote, sponsor, engage or condone any strike, concerted stoppages of work, refusal to render full and complete services to the Board, or any other interruption of educational services of the Cooperative for the duration of this Agreement. It is understood and agreed that any teacher assistant violating this provision shall be subject to discipline deemed appropriate by the Board. Additionally, the Board agrees that during the term of this Agreement, it will not conduct nor condone any lockout of its teacher assistants.
6.4 Meetings

The Director will meet as needed with representatives of the Union to discuss matters relating to the implementation of this Agreement. The scheduling of a meeting shall be by mutual consent.

6.5 Complete Understanding

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 or by specific agreement of the parties, and that the understandings and agreements arrive at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions contained herein may be modified only through the written mutual consent of the parties.

6.6 Changes

The terms and conditions of this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary, mutual consent of the parties in a ratified written amendment.

6.7 Previous Agreements

It is agreed that this Agreement contains the full and complete content between the Board and the Union on all bargaining issues. All prior agreements, including any written and/or verbal commitments, on any issue shall be subject to and consistent with the terms and conditions of this Agreement.

6.8 Board Authority

The Board, on its own behalf and on behalf of the electors of the District, retains and reserves all powers, rights, authorizes, duties and responsibility conferred upon and vested in it by the statutes and Constitution of the State of Illinois and the United States, along with the decisional law by the courts, provided that such rights and responsibilities shall be exercised in conformity with the provisions of the Agreement and the rules and regulations of the Illinois Educational Labor Relations Act.
6.9 Maintenance of Membership/Fair Share

A. All teacher assistants who are members of the Union shall maintain their membership during the duration of the Agreement or shall pay a fair share fee to the Union for the cost of negotiating, administering and maintaining the Agreement.

B. All teacher assistants covered by this Agreement prior to or after the effective date of this Agreement who are not members of the Union commencing on the effective date of this Agreement or upon their initial employment, and continuing during the term of this Agreement, and as long as they remain non-members of the Union, shall pay the Union each month the fair share of the costs of the service rendered by the Union that are chargeable to non-members under state and federal law at the following rate: Half rates for the term of this contract.

C. Such fair share payment by non-members shall be deducted by the Board from the earnings of the non-member teacher assistants and remitted to the Union provided that the Union shall submit to the Board an affidavit which specifies the amount constituting fair share not exceeding the due uniformly required of members of the Union and which describes the rationale and method by which the fair share was determined, including a description of the expenditures which were excluded in determining the fair share. The amount certified by the Union shall not include any fees for contributions related to the election or support of any candidate for political office.

D. Non-members whose religious tenets or teachings of a church or religious body object to a fair share agreement may elect to pay an amount equal to their proportionate share to a mutually agreeable non-religious charitable organization.

E. The Union shall indemnify and hold harmless the Board, its members, officers, agents and employees from and against any and all claims, demands, actions, complaints, suits, or other action taken by the Board for the purposes of employing with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any such provisions.
# Teacher Assistant Salary Schedule

**2012-2016**

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<th>Yearly</th>
<th>2.25% Hourly</th>
<th>2013-2014 Daily</th>
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<td>13+</td>
<td>Each assistant beyond the range of the salary schedule will receive an increase of 3% over their 2011-2012 salary</td>
<td>Each assistant beyond the range of the salary schedule will receive an increase of 2.25% over their 2012-2013 salary</td>
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<td></td>
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All teacher assistants must meet requirements for state-approved paraprofessional.
# Teacher Assistant Salary Schedule

## 2012-2016

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<th>Step</th>
<th>Hourly</th>
<th>Daily</th>
<th>Yearly</th>
<th>Hourly</th>
<th>Daily</th>
<th>Yearly</th>
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</table>

Each assistant beyond the range of the salary schedule will receive an increase of 2.25% over their 2013-2014 salary

Each assistant beyond the range of the salary schedule will receive an increase of 2.25% over their 2014-2015 salary

All teacher assistants must meet requirements for state-approved paraprofessional.
This Agreement is approved and executed on ________________.

Board of Education of Reed Custer Community Unit School District 255U, Will County, Illinois, as Administrative District for the Southern Will County Cooperative for Special Education, Will County, Illinois.

By: __________________________     Attest _______________________
    Its President                                              Its Secretary

SOWIC Council-American Federation of Teachers – Local No. 604, AFT/IFT, AFL-CIO

By __________________________     Attest _______________________
    Its President                                              Its Secretary