

**PREAMBLE**

This Agreement, between the Board of Education of District #41, Rock Island County, Rock Island, Illinois, and Rock Island Education Support Professionals Association - IEA/NEA, has as its purpose the promotion of harmonious relations between the Employer and the Association and recognizes their common goal of providing the best education possible for youth of the district, and that by accepting the provisions of this Agreement do commit to work cooperatively and in good faith. The acceptance of the provisions of this agreement shall constitute a binding obligation of the parties for the duration hereof or until changed by written mutual agreement.

**ARTICLE 1  
Recognition**

The Rock Island Board of Education, District # 41, Rock Island County, Rock Island, Illinois, (hereinafter referred to as the "Board") recognizes the Rock Island Educational Support Professionals Association- IEA-NEA, (hereinafter referred to as the "Association,") as the exclusive and sole negotiating agent for all regularly employed full-time Paraprofessionals, Security Monitors and Nurses hereinafter referred to as "Staff members".

Full time Staff member (FTE) is defined in this Contract as a staff member who is regularly employed for twenty (20) to forty (40) hours per week. See Article XIII for Health Insurance Benefit Guidelines and Qualifications.

It is further agreed that the fringe benefits provided for in this Agreement are fully applicable to full-time Staff members.

**ARTICLE II  
Effects of Agreement**

- A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between parties.
- B. If any section, paragraph, sentence or clause of this Agreement is held invalid or unconstitutional by a court of competent jurisdiction or is contrary to Illinois or Federal law, such decision or law shall not void the remaining portion(s) of this Agreement or any section or part thereof. Both parties agree to negotiate in a timely manner the impact of any Federal or Illinois laws, rules or regulations that would affect current employment qualifications.

### **ARTICLE III**

#### **General Conditions**

- A. The Association must apply for the use of school facilities at least one (1) school day in advance through building principals. The Association and its representative shall have the right to use school buildings, facilities, and equipment.
- B. The Rock Island Educational Support Professionals Association shall follow Board policy on the use of school mail.

### **ARTICLE IV**

#### **Qualifications, Health and Safety**

- A. Qualifications
  - 1. The Staff member's qualifications shall meet State Code, State Regulations and School District #41 regulations. Staff member job descriptions for each classification shall state qualifications and duties attendant to that classification. Tasks and responsibilities, which are assigned by a staff member's supervisor, shall be consistent with the duties normally associated with that position. However, the Administration reserves the right to ask, on a temporary or emergency basis, for a staff member to assume tasks and responsibilities outside the normal duties, for which he/she is not qualified. A non-certified paraprofessional can be placed in a non-instructional supervisory capacity under normal and/or emergency situations.
  - 2. The Association and Board recognize that the qualifications and duties in any classification may be revised if the Board institutes substantially new programs or substantially modifies existing ones. Whenever such new or modified programs result in substantially different Staff member qualifications and/or duties, the Association and Board agree that Staff members shall be given the opportunity to meet the substantially new or modified requirements.
- B. A certificate of good health from a physician and a tuberculosis test indicating freedom from tuberculosis shall be required for appointment.
- C. Pre-employment physicals and criminal background checks, including finger printing, as required by the State of Illinois shall be provided by the Board of Education at no cost to the staff member. A medical provider designated by the District will provide physical examinations.
- D. The Board, at its expense, shall follow OSHA guidelines as defined in the District's Bloodborne Pathogens Exposure Control Plan. The Rock Island plan is available for review in the main office of each school.

- E. Procedures for health and safety for bio-hazards will be formalized by a Committee consisting of RIESPA representatives, the Director of Building Operations, and the Assistant Superintendent of Pupil Personnel Services. Such procedures shall be in writing and distributed to RIESPA members no later than December 31, 2008.

## **ARTICLE V**

### **Seniority**

- A. Seniority is the length of the Staff member's continuous service in the District, commencing with the Staff member's first working day. Seniority is based on a District wide basis: it is NOT to be based on loss of a program, class, student(s) or the moving of a program. SENIORITY IS NOT BASED ON BUILDING SENIORITY. This addition confirms the language in Article VI, Section D and past practice for unassigned personal beginning in 2004-2005.
- B. Seniority is lost upon the following:
1. Resignation
  2. Dismissal for cause
  3. Retirement
  4. Layoff beyond eighteen (18) months, as per state law
  5. Employment in a position excluded from the bargaining unit
  6. Refused recall to any position for which the Staff member is qualified
- C. Seniority is retained but does not accrue for pay purposes during the following:
1. Unpaid leave of absence other than short-term, temporary leaves
  2. During any period of layoff
- D. Seniority is retained during the following:
1. Continuous employment
  2. Short-term temporary paid leave of absence
  3. Short-term temporary unpaid leave of absence as recommended by the administration
- E. Ties in seniority shall be broken by the date and sequence of hiring as listed on the recommendation of the Administration to the Board of Education.

F. Not later than October 1, the Board shall publish a list for purposes of seniority only for each of the following classifications:

1. Nurses.
2. All Others\*.

\*Seniority is based on length of employment and qualifications for any position. Qualifications are defined by the job description.

## **ARTICLE VI**

### **Assignments, Transfers and Vacancies**

A. All vacant positions will be posted for a one-week period. These notices will be distributed to all buildings with a copy sent to the Association President. Regarding the posting of vacancies and transfer procedures as set forth in this Agreement:

1. All vacancies shall be posted in accordance with the collective bargaining agreement for one week unless the Association and Board mutually agree to a shorter period of time,
2. Any interested staff member who has the requisite skills and qualifications to perform the necessary tasks of the position he/she shall apply to the Assistant Superintendent for Human Resources.
3. Interviews, hiring, or voluntary transfer decisions shall be made in a timely manner following the closing of the posting period,
4. Qualified Candidates for an open position(s) will be granted an interview based on continuous years of service and qualifications, with the three (3) most senior given an interview.
5. If filling a vacancy through a voluntary transfer results in a new opening, the newly vacated position shall be posted and filled in accordance with the preceding steps; and
6. Involuntary transfers shall be made only if necessary. Staff will be notified a minimum of 10 days prior to the date of transfer unless unforeseen circumstances prohibit notification. Any Staff Member involuntarily transferred will not experience a loss of hourly wages or benefits. Any Staff Member who is involuntarily transferred may request a meeting with the Assistant Superintendent of Human Resources to review the reason(s) for the transfer. Such a request must be made within seven (7) calendar days of notice of the transfer.

B. All summer school positions will be offered to staff on an as needed basis, based on seniority.

- C. A Staff member who wishes to apply for a different position will initiate such action by indicating his/her desire in writing to the Assistant Superintendent for Human Resources and then by notifying the building principal or supervisor. If the best interest of the school district is served by making the transfer or assignment, it will be made. The Building Principal, Supervisor, and/or Assistant Superintendent of Human Resources will determine best interest.
- D. A bargaining unit member becomes “unassigned” upon loss of her/his position in a building due to enrollment, reorganization, or closing of a building. An unassigned bargaining unit member utilizes the current transfer language for placement in a successor position.
- E. Extra-curricular assignments at the High School will be implemented according to written procedures.

A team will be selected to manage all large crowd games (home sophomore and varsity football games, home sophomore and varsity boys basketball games, home sophomore and varsity girls basketball games, and home wrestling meets (events can be added or reduced based on crowd growth). The selection process will be as follows:

1. All hall monitors that have proven to have strong and affective student relationships, strong and affective community relationships, and are willing to work the required time.
2. Any open Extra-Curricular supervision slots will be posted to the entire district at the beginning of the season. Team members will be interviewed and selected from those that applied.
3. Team will be assigned the entire season for team unity, consistency, and training purposes.
4. Wages will follow RIESPA Contract.

Those hall monitors that are not on the teams listed above will have priority for working the smaller crowd games (Freshman football, freshman boys basketball, freshman girls basketball, swimming, special events, track). Assigned High School Administrator will supervise these procedures. Assigned High School Administrator will evaluate all Security employees, Security Supervisor’s input will be considered.

- F. Either party may request the contract be re-opened after the first year of the contract for re-organization issues only.

## **ARTICLE VII**

### **Staff member Evaluations**

#### A. Performance Review

1. Notification - Before the formal evaluation, the immediate supervisor shall acquaint each Staff member under said supervisor's supervision with the evaluation procedure

and expectations as set forth on Appendix B. This orientation shall normally take place during the first month of each school year. No evaluation shall take place until such orientation has been completed. Each Staff member shall receive a copy of his/her job description at the orientation. The Association President shall receive a copy of all job descriptions covered under this Agreement.

2. Multiple Assigned Staff members - Staff members who have multiple supervisors or work locations shall be assigned a single supervisor for the purposes of evaluation, unless a second administrative evaluator are requested by the staff member or supervisor.
3. The building principal and/or supervisor will be evaluated The Staff member at least every two years to be followed by a conference between the Staff member and the Building principal and/or supervisor.
4. Teacher input will be considered as appropriate. Teachers with whom the educational support personnel works may have input to the Supervisor/ Evaluator, but will have no written or attached statements on the evaluation form.
5. Staff members will be given a copy of completed Appendix B evaluation at the conference. The Staff member shall sign the evaluation, which indicates that he/she has read it. It will not indicate agreement.
6. The Staff member shall have ten (10) school days to respond to the evaluation in writing. The written response shall be given to the principal and/or supervisor. The response shall be attached to the evaluation and placed in the official district personnel file.
7. All evaluations shall include a statement as to whether the performance of work is acceptable, needs to improve or non acceptable.
8. Suggestions for improvement or performance shall be indicated where appropriate.
9. Individuals doing the final evaluations must be non-bargaining unit/administrative personnel.
10. Evaluations will be completed 30 school days before the end of the school year.

#### B. Personnel File

1. The official District personnel file for each Staff member shall be maintained by the Assistant Superintendent for Human Resources; however, this provision shall not preclude administrators from maintaining a building file and adding materials to the official District file at any time.

2. No letters from parents, teachers, or administrators that make reference to incidences that have taken place before the current school year shall be placed in the personnel file. A copy of any such communications shall be given to the Staff member.
3. Staff members shall have the right to respond to any materials in their personnel file within ten (10) workdays and shall be given a copy of any evaluative documents to be placed in said file. The Staff member's response shall be attached to the file copy of the materials or documents in question. No materials of an evaluative nature shall be placed in a personnel file unless the Staff member has first been provided with a copy.
4. A Staff member shall have the right to review his/her personnel file and to be given copies of any documents therein. Any such inspection shall occur in the presence of the Assistant Superintendent for Human Resources or his/her designee. The Staff member may have an Association Representative present during his/her review of the personnel file.

## **ARTICLE VIII**

### **Reduction-in-Force**

- A. Should the employer consider a reduction in the number of Staff members, each affected Staff member and the Association shall be given written notice by registered mail, as prescribed by the State of Illinois with a statement of honorable dismissal and the reason therefore. The sole exception to the Illinois rules and regulations will be Staff members performing one-on-one Paraprofessional assignments; however, such Staff members shall be given a statement of honorable dismissal and the reason therefor at least five (5) work days preceding the end of their assignments. Any reduction-in-force resulting from the elimination of a one-on-one assignment shall be done in accordance with the provisions of Section VIII, B.
- B. Reduction-in-force shall be made on the basis of least seniority for which the Staff member is qualified. Staff members with the least seniority shall be removed in order until the necessary reduction has been made.
- C. An additional copy of the postings for positions will be given to the Association President for distribution. Provided a vacancy exists in another classification at the time of layoff, any Staff member who will be dismissed due to reduction-in-force shall have the option to transfer to that opening if said Staff member is qualified.
- D. Staff members who are on an approved leave of absence shall be subject to this Article of the Agreement.
- E. One-on-one (4366) paraprofessionals may be released prior to the end of the school year through no fault of their own, i.e., child leaves the district, moves into another program etc. These paraprofessionals may be offered another District position for which they are

qualified if one is available; or they may be without a position and on leave without pay until the beginning of the next school year when they are offered another position for which they are qualified or may take another one-on-one position. If none of these possibilities are available, they may wait for the next available position for up to eighteen months.

## **ARTICLE IX**

### **Recall**

- A. If the Board increases the number of Staff members or if an Staff member resigns after the layoff, the Board shall first offer reemployment to the Staff member laid off in the reverse order of the layoff (i.e., most senior laid off Staff member recalled first), by seniority and qualifications to perform the job, within eighteen (18) months of layoff as per law.
- B. If a Staff member who is dismissed through reduction-in-force becomes qualified and can demonstrate such qualification for an open position, the Staff member shall be offered reemployment to any such vacancy within the bargaining unit within eighteen (18) months as per state law.
- C. A Staff member shall retain reemployment rights for the following school term or within one (1) year from the beginning of the following school term.
- D. Any Staff member who has been honorably dismissed pursuant to this Article shall have recall rights as follows:

Recalled Staff members shall have the accumulated sick leave and salary schedule position they had when honorably dismissed.

## **ARTICLE X**

### **Responsibilities**

- A. A Staff member is responsible for reinforcing program components through the completion of requests by his/her teacher and/or appropriate administrator.
- B. A Staff member is expected to adhere to all school rules and district policies.
- C. A Staff member must report any absence to the school where he/she is employed by 8:00 a.m. of the absence day and to the Aesop system (1-800-942-3767) between 6:30 a.m. and 7:30 a.m. of the absence day. If a staff member does not report the absence to the school where he/she is employed and to the Aesop system, they will be considered absent without pay (not be able to use sick or personal leave). After three days of absence



without reporting the absence, unless there are mitigating circumstances, the administration may terminate the staff member.

- D. A staff member is required to attend all regularly scheduled meetings, in-service meetings and workshops that are conducted during the staff member's regular workday. Staff members will be compensated at their regular rate of pay for any time these activities are scheduled beyond their regular workday. In the event that a staff member cannot attend due to other work responsibilities and/or commitments, arrangements for the absence must be made with their immediate supervisor.

## **ARTICLE XI**

### **Rights**

- A. Dues Deduction - Any member of the bargaining unit who is a member or has applied for membership in the Association may sign and deliver by September 30, an authorization for annual dues deduction. The Association will provide authorization forms. The authorization is continuous and shall remain in effect from year to year unless the Staff member revokes said authorization between September 1 and 30 of said year.
1. The Board shall deduct from each Staff member's pay, the current dues of the Association provided the Board has received an authorization form.
  2. Pursuant to such authorization, the Board shall deduct equal amounts from paychecks for the months of October through May.
  3. The Board shall remit said deducted dues to the Association within ten (10) school days following the pay period deduction.
  4. The Board shall not be liable to the Association by reason of the requirements of this Article of the Agreement for the remittance or payment of any sum other than that constituting actual deductions made from Association members' salaries earned. Also, the Association agrees to indemnify the Board against any and all claims, demands, lawsuits, or other forms of liability that may arise out of or by reason of any action or inaction taken by the Board or its designated representatives pursuant to this Article, except those arising out of computational errors on the part of the Board.
- B. Each Staff member shall have a copy of his/her job description. In the event that a concern regarding the job description arises a committee comprised of two (2) members appointed by the Administration and two (2) members appointed by the Association will meet for the purpose of resolving the concern. If both parties cannot agree, the matter will be referred to the Superintendent, who will meet with the Assistant Superintendent for Human Resources, the Association President or designee, and the staff member in an attempt to settle any concerns regarding the job description.

- C. It is the intent of the administration that no Staff member will act as a substitute, except on an emergency basis. On an emergency basis the administration will attempt to seek a voluntary substitute. If a voluntary substitute is not available the administration may involuntarily assign a staff member as a substitute for no more than three consecutive days and not more than six days per person per year. There shall be no loss of hours or rate of pay, and any additional hours will be paid at the regular rate of salary. Substitutes for an RN must be an RN. Payment will be at the same step, on the RN schedule, as the substitute's regular assignment. This provision does not pertain to normal student supervision duties, as long as such supervision is not in violation of the state law. If a Staff member is a properly certified substitute teacher, he/she may be assigned as a substitute teacher and be paid at the highest substitute rate of pay.
- D. One complete copy of all Board minutes shall be mailed to or placed in the mailbox of the President of the Association as soon as the Board has approved them.
- E. Names and addresses of newly hired Staff members shall be provided to the Association within one month of their employment.
- F. Representatives of the Employer and the Association will agree to meet upon the request of either party for the purpose of reviewing the administration of the contract and to resolve problems as they may arise. These meetings are not intended to bypass the grievance procedure. Should such a meeting result in a mutually acceptable amendment to the Agreement, the amendment shall be reduced to writing, ratified by the Employer and the Association, signed, and appended to this Agreement.
- G. Duly authorized representatives of the Association and their respective affiliates shall be permitted to transact official Association business on school property. Such business shall be conducted only during times that Staff members are not carrying out their contracted duties.
- H. The Association shall have the right to post notices of activities and matters of Association concern on designated bulletin boards, at least one (1) of which shall be provided in each building. The Association shall not post, or permit to be posted, political materials or materials derogatory to Staff members, parents, students or Board members.
- I. Except for security personnel, the Board shall support and assist Staff members with respect to the control and discipline of students in the Staff member's assigned work areas. The Board or its designated administrative representative shall take reasonable steps to relieve staff members of responsibilities to supervise students who are disruptive or who repeatedly violate rules and regulations. Staff members, including security personnel, may use reasonable physical force with a student as is necessary to protect themselves, a fellow staff member, or another student from attack, physical abuse or injury, or to prevent damage.

- J. The Board shall reimburse Staff members up to one hundred dollars (\$100.00) for the loss, damage, or destruction of any personal property of the Staff member whenever such loss, damage, or destruction results from an attack on a Staff member.

The District will provide three (3) shirts to each security personnel. The security personnel must wear one of the shirts each day and be responsible for the laundering of the shirts.

- K. Complaints directed against Staff members from other than District Administrators shall be reduced to writing by the complaining party with a copy given to the Staff member. The Staff member shall be permitted to respond in writing to the complaint. If the complaint is resolved or determined by the Administration to be groundless, it shall be removed from the Staff member's personnel file and destroyed. If the complaint is resolved, a record of such resolution shall be attached to the file copy of the complaint. Any letter placed in the personnel file from a parent, teacher, or administrator must refer to something that has happened within the current year and may not refer to other incidents that were not written up and placed in the file at that time.

L. Job Sharing

1. "Job sharing" will not be used to reduce staff but does not protect staff members who are "job sharing" from layoff provided said reduction in staff comports with the collective bargaining agreement
2. Any decision to "job share" will be made by voluntary agreement by both the affected paraprofessional and building level administration
3. The terms of any job sharing agreement concerning leaves and other contract provisions shall be subject to final approval by the Superintendent or his/her designee and the Association Executive Board; and
4. The position will not be "job shared" if a qualified, currently employed paraprofessional seeks the work as a full position and is approved by the Principal. Preference will be given to maintaining a full position over a "job share" position.

M. New Staff member Orientation

New staff members shall attend new staff member orientation. They shall receive their hourly rate of pay for any hours attended outside of their regularly scheduled contractual hours.

N. Stalking/Harassment/Threats/Assaults/Battery

A safe environment is a priority. All bargaining unit members are protected by Board Policy 5:20. If issues arise procedures are in place at Administrative Guideline 4362. The form 4362, used to report incidents or allegations, is attached as Appendix I.

- O. The District will comply with the Illinois School Code. Non-nurses may dispense medication with proper training. If a non-nurse distributes medications, the District will indemnify him, unless the action was criminal, or willfully and wantonly negligent in the performance of the duties. Non-nurses shall complete a form to volunteer to distribute medication. This form shall be completed each year (Appendix J contains the form to be completed).

The Building Supervisor position shall not require distribution of medication. However, they are allowed to volunteer to distribute medication under the terms listed above.

## **ARTICLE XII**

### **Fair Share Provision**

- A. It is recognized that the negotiations and administration of this Agreement entail expenses that appropriately are shared by all Staff members who are beneficiaries of said Agreement. To this end, if a Staff member does not join the Association, such Staff member will:
1. Execute an authorization for the deduction of a sum equivalent to the proportionate share of the cost of the collective bargaining process and contract administration; or
  2. Pay directly to the Association a like sum.
- B. In the event such an authorization is not signed or such direct payment made within thirty (30) days following the commencement of employment of the Staff member or the effective date of this Agreement, whichever is later, the Board will deduct the fair share fee in payments of equal installments, starting with the subsequent payroll period, provided the Association shall certify to the Board of Education the fair share fee is in conformity the Federal and State law and the rules of the Illinois Educational Labor Relations Board.
- C. The obligation to pay fair share fee will not apply to any Staff member who, on the basis of a bona-fide religious tenet or teaching of a church or religious body of which such Staff member is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Staff member to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the IELRB.
- D. The parties expressly recognize the right of Staff members to challenge the amount of fair share. The parties acknowledge that such challenges will be handled pursuant to rules adopted by the IELRB.

- E. The IEA/NEA agrees to indemnify and save the Board harmless against any liability that may arise by reason of any action taken by the Board in complying with the provisions of this Article, including reimbursement for any legal fees or expenses incurred in connection therewith.
- F. The Board agrees to notify the Association promptly in writing of any written claim, demand, or suit in regard to which it will seek to implement the provisions of Section E above and, if the Association so requests in writing, to surrender claims, demands, suits or other forms of liability.

## **ARTICLE XIII**

### **Insurance**

- A. Security Personnel and Nurses, except for those employed less than or equal to seven (7) hours per day but including those on sick leave and staff members receiving insurance as of August 28, 1996, shall be eligible for coverage in the group insurance plan. All other paraprofessionals shall be eligible for health insurance coverage as authorized and paid for by the Board subject to the following provisions:
- B. All individuals that currently participate in the Health Insurance Program will be allowed to remain in the plan, regardless of the minimum 30 hours required to qualify per the Affordable Care Act. Any individual that falls under the “grandfather” elects to drop their coverage may not return to the plan unless they are working the minimum 30 hours. The District cannot reduce the number of hours worked to remove individuals from the plan. Furthermore, if any individual(s) decide to drop participation in the plan the District will immediately notify the President of the Association and allow 14 calendar days before actually dropping the individual(s) from the plan.

The two-year waiting period and 20 hours per week will apply to all employees for the 2011-12, 2012-13 and 2013-14 school years. For employees for the 2014-15 school year the two-year waiting period will not apply. However, the 20 hours per week will apply. All the above listed qualified individuals will be considered under the “grandfather” in the preceding paragraph. After the 2014-15 school year the 30 hour work requirement will apply.

All individuals who are working a minimum of 20 hours per week will be considered full time employees for all other benefits and rights under the Collective Bargaining Agreement.

During the implementation of the Affordable Care Act over the period of this contract the following will apply. Either party may file a written Demand to Bargain as the law is put

into effect. Formal bargaining must begin within fourteen calendar days from the date of the written demand to bargain. Mutual consent to bargain is not required.

1. If both husband and wife are eligible to enroll for the staff member benefits, either the husband or the wife, but not both, may elect to enroll for dependent benefits. The remaining spouse shall be entitled to enroll in the single plan.
  2. The Board will pay the premium costs of both the single and dependent plan for the period July 1, 2013 to June 30, 2016 subject to the following provisions:
    - a. The 2013-14 monthly premium base is \$13,005.84 for dependent coverage and \$5,709.36 for single coverage.
    - b. The premiums for the health insurance plan increase by more than nine (9%) in a single year for each of the three years of this agreement
  3. If the premium increases exceed the provisions in 2.a, either party may request that negotiations on this Article be reopened.
  4. There will be a local claims facilitator who will be available at least two (2) days per week to meet with any Staff member concerning service/claims problems or to go to buildings to meet with a Staff member.
  5. Coverage will be to the last day of the full month regardless of ending work date.
  6. Family insurance may be purchased by the staff member if desired as follows:
    - a. Need to go through underwriting.
    - b. The staff member is to pay for insurance through payroll deductions. If the staff member does not make sufficient net pay to collect the necessary health deduction, a personal check will be required. The personal check must be submitted prior to the next payroll deduction cycle (within 2 weeks).
    - c. Re-insurer to approve change in plan, prior to this section being implemented.
- B. Otherwise eligible Staff members on approved leave of absence may elect to have insurance coverage provided the Staff member pays the full premium.
- C. Staff members who retire or become disabled may continue in the group medical insurance plan by remitting to the Board premiums at the prevailing group rate. If a Staff member is not eligible for Medicare, the Staff member may continue in the group indefinitely by remitting to the Board premiums at the prevailing rate.

- D. All Board-sponsored or Board-participating insurance programs shall be considered part of this Agreement and any additions to, subtractions from, or modifications in the coverage of part or all of those programs shall be only after negotiation with and agreement by the Association.
- E. The parties agree to establish an Insurance Committee. The Committee will meet on an as needed basis, but not less than quarterly. The Committee will review the health insurance program and recommend benefit changes and funding to the Board of Education. There will be membership on the Committee from the RIEA, RIESPA, AFSCME, Retirees and Administration. A Board Member may also be a member of the Committee.

## **ARTICLE XIV**

### **Retirement**

- A. Staff members shall participate in the Illinois Municipal Retirement Fund- IMRF.
- B. Early Retirement.
  - a. Any employee having twenty (20) or more years of continuous service who chooses to retire under the Illinois Municipal Retirement Fund shall receive an additional stipend pursuant to the following requirements:
    - 1. Employee notifies Office of Human Resources of intent to retire forty five (45) days prior to retirement date.
    - 2. A one-time post retirement payment of \$7,500 will be paid within sixty (90) days of retirement.
  - b. All current eligible employees have until December 15, 2016 to turn in written notice of retirement at the end of the 2016-17 school year to be eligible for the \$7,500 stipend. After December 15, 2016, the retirement stipend will not be available.

## **ARTICLE XV**

### **Leaves of Absence**

- A. Definition:  
For purposes of this Article, immediate family or household shall mean the following:

Spouse	Parent-in-law	Sister-in-law
Child	Son-in-law	Brother-in-law
Parent	Brother	Legal Guardian

Grandparent	Sister	Step-parent
Grandchild	Daughter-in-law	Stepchild

As per School Code

B. Sick Leave - A leave of fifteen (15) days for all Staff members with full pay for each school year shall be allowed for personal illness or illness or death in the immediate family. Credit for fifty (50) days of sick leave will be granted, with notification of intent to retire prior to January 1 of the retirement year. Unused portions of these allowances shall be accumulated without limitations. Each Staff member shall receive a statement of available sick leave days on each pay check "stub".

C. Sick Leave Bank

Use of the sick leave bank will be allowed for the following individuals: staff member, spouse, domestic partner, children and stepchildren. In the event of a catastrophic illness (as certified by his/her doctor) of one of the above and the staff member has exhausted his/her sick leave, other staff members may contribute their sick leave days to such staff member subject to the following conditions:

1. Contributions may be made to no more than four (4) Staff members per school year and for a maximum of sixty (60) days per school year for each such staff member.
2. A Sick Leave Bank Committee made up of three (3) Association members selected by the Association and three (3) administrators selected by the Superintendent shall be charged with developing and maintaining fair and equitable guidelines for the use of the Sick Leave Bank for the staff members covered by this contract. The Association further agrees not to expand the list of qualifying individuals under the FMLA. The following are the minimal criteria for use of sick leave bank days:
  - a. 2 or more years of employment.
  - b. Exhausted his/her accumulated sick leave.
  - c. Must have a catastrophic illness.
  - d. Must have a doctor's statement and be willing, if required, to get a statement from the Sick Leave Bank Committee's choice, at the expense of the Board.
  - e. Must give the Sick Leave Bank Committee a written request for the days with the reason for the request and the estimated number of days requested.

D. Death or Critical Illness Leave

1. Definition: For the purpose of this Section, critical illness will be defined as illness pertaining to, or in the nature of, a crisis; in danger of death; when major complications occur; when the prognosis is poor.
2. Days Per Occurrence:



- a. When death occurs in the immediate family or household, the staff member shall be granted a leave of five (5) school days for each occurrence with full pay. These days are in addition to and separate from accumulated sick leave.
  - b. When critical illness occurs in the immediate family or household, the staff member shall be granted a leave of five (5) school days for each occurrence with full pay. These days are in addition to and separate from accumulated sick leave. However, critical illness leave may be used only once for the same occurrence in any school year for any one member of the immediate family.
3. Death or critical illness leave may be taken in either one-half or full-day units, and need not be taken consecutively.
  4. Each staff member shall be allowed up to three (3) school days deductible from allowable sick leave for a death outside the immediate family.
  5. Documentation from a medical professional is required for any death or critical illness days. When it is proven that documentation cannot be obtained from a medical professional, another form of proof will be discussed.

E. Leaves of Absence without pay

A long-term leave of absence of up to one (1) year shall be granted for the purpose of Childcare or educational advancement, or illness within the immediate family, provided that said leave commences and concludes at the beginning of a semester.

The Superintendent or his/her designee may grant a short-term or long-term leave of absence without pay on an individual basis as determined.

- F. Association Leave- The Association will be granted paid leave of up to five (5) days each per year to attend to Association business. The Association President will provide two (2) days advance written notification of the use of such leave to the Assistant Superintendent for Human Resources unless there is mutual agreement to waive the two (2) days.
- G. Personal Leave- At the beginning of each school year a Staff member in the District shall be granted two (2) days of paid leave to be used for personal business in increments of at least one-half (1/2) day.

A Staff member planning to use a personal leave day shall notify his/her Building Principal or Immediate Supervisor at least one (1) day in advance except in cases of emergency, and shall state the reason for such leave on the notification form. Personal leave, if unused, shall be accumulated as sick leave and is not to be used for vacation, however, an employee shall be entitled to carry over one unused personal leave day to a subsequent school term for a maximum of three (3) personal leave days available for use during the year.

The day immediately preceding or immediately following a legal holiday or school intersession shall not be recognized as a personal leave day except in a case of

emergency. The Superintendent or his/her designee may permit use of a personal leave day before or after a holiday or recess provided the staff member can demonstrate that the reason for using the personal leave day is due to events which are beyond the staff member's control, are non-recurring, and cannot be rescheduled. Examples of such items are: wedding of child, graduation of self, spouse or child.

Unpaid personal leave days shall be granted at the discretion of the Superintendent or his/her designee if no paid personal leave days are available to the Staff member. The decision of the Superintendent is not subject to the grievance procedure.

#### H. Assault Leave

1. A staff member who is assaulted during the reasonable exercise of his/her employment-related functions (including non-paid school functions), and as a result thereof becomes physically or mentally disabled, shall not have any periods of disability deducted, but not to exceed one hundred eighty (180) work days which shall include any amounts that the Staff member may be eligible to receive by virtue of Workers' Compensation as a result of said injury or assault, provided said inclusion of Workers' Compensation is limited to only the one hundred eighty (180) work days. Upon appropriate certification from a mental health professional the Board shall pay up to \$1,500 for psychiatric care and counseling necessary because of the assault, denied by or not otherwise paid by Worker's Compensation or by the District's insurance plan.
2. Procedures to be followed
  - a. A staff member who has been physically assaulted in connection with the performance of his/her duties shall notify his/her appropriate supervisor immediately.
  - b. The staff member will furnish a signed statement on forms provided by the Board to justify the use of assault leave.

#### J. Family Medical Leave

In accord with the Family and Medical Leave Act (FMLA) of 1993, the Board of Education shall grant up to twelve (12) weeks of unpaid family and medical leave to all eligible staff members. Family Medical Leave must be taken concurrently with any other leave benefits granted to an eligible bargaining unit member under the terms and conditions of the collective bargaining agreement between the Board and the Association. However, the staff member may choose to use accumulated sick leave for a portion or all of the FML as a paid leave, or the staff member may choose not to use accumulated sick leave and go on unpaid FML. Staff members who develop medical complications as a result of childbirth may, as established by a physician, use their own accumulated sick leave. The use of the sick leave bank provision is limited to the terms of the collective bargaining agreement during any FML. FML is prorated to part-time staff members. (Reference Appendix D)

## **ARTICLE XVI**

### **Compensation**

- A. Advancement in this schedule shall be dependent on continued satisfactory service. Newly employed Staff members shall be placed and compensated on the salary schedule in accordance with the following:
1. A staff member rehired by the Board shall receive full credit for any prior experience in District #41 in his/her classification as set forth in Article V, Section F of this agreement.
  2. A staff member newly employed by the Board may, at the discretion of the Board, receive credit for any prior educational experience in District #41 outside his/her classification as set forth in Section V, F of this Agreement; but can be placed no higher than step 2 on the salary schedule, except nurses may be placed no higher than step 5; and
  3. A staff member newly employed by the Board may at the discretion of the Board receive credit for up to two (2) years suitable educational work experience outside District #41; and can be placed no higher than step 2 on the Salary Schedule, except nurses may be placed no higher than step 5.
  4. A staff member newly employed by the Board with no previous experience may be placed no higher than step 1 on the Salary Schedule.
  5. Regarding compensating staff members above the negotiated wage scale.
    - a. Work outside the 178/180days will be paid at the hourly rate. Any work beyond the 178/180 days is strictly voluntary. If additional hours are necessary, beyond the scheduled hours, prior approval to work those additional hours must be received by the immediate supervisor. All approved additional hours will be compensated at the bargaining unit member's hourly rate of pay.
    - b. Staff members shall be compensated only on the negotiated wage scale as set forth in this Article and APPENDIX A of this Agreement;
    - c. The Board has the right to determine hours of work and the wage scale step placement for staff members in accordance with the qualifications of the said substitute paraprofessionals; and
    - d. The Board will train currently employed Staff members in the areas where (1) the supply of regular substitute staff members is inadequate, (2) specialized staff member skills are necessary, and (3) a source of "temporary substitute" staff members is essential to serve the needs of the children in District #41. The

Association and Board agree that only staff members who volunteer and are willing to perform occasional specialized short-term staff member work instead of their regular duties will be trained and become a part of this "temporary substitute" staff member pool.

6. A certified paraprofessional will receive the highest Long Term substitute rate per day to substitute teach. Non-certified staff will not be used in place of a substitute teacher. However, a non-certified paraprofessional can be placed in a non-instructional supervisory capacity, under normal and/or emergency situations.
  7. Highly Qualified and ELL: ESP's are required by law to be Highly Qualified. Expectation is that all individuals be Highly Qualified when hired. In the event that a Highly Qualified individual cannot be found, a Non-Highly Qualified Individual may be hired under the following conditions:
    - a. The individual be allowed two semesters to become Highly Qualified, either in a school or calendar year.
    - b. The individual will be paid minimum wage.
    - c. The individual will not receive any seniority or benefits.
    - d. The District will provide assistance to individuals to become Highly Qualified.
    - e. All required background checks and physicals would be verified before hiring.
    - f. Individuals will be terminated if they fail to become Highly Qualified in the time specified.
    - g. The individual cannot be rehired until they become Highly Qualified.
  8. Any duties started prior to June 30<sup>th</sup> will be paid at the bargaining unit member's current hourly rate. Work started after June 30<sup>th</sup> will be paid at the next year rate. Any work started prior to June 30<sup>th</sup> that goes beyond June 30<sup>th</sup>, will be paid at the bargaining unit member's current hourly rate (i.e. Summer School starts in June and ends in July. All hours will be paid at the June rate of pay.)
  9. A stipend of 3% of hourly wage will be paid to bargaining unit member's with a bachelor degree or higher in an educational field and after five years of continuous experience with the District.
  10. A stipend of \$5,000 will be paid to the District Head Nurse. All duties must be completed annually and timely.
- B. Official transcripts shall be permanently filed in the Personnel Office for all work submitted for credit on this schedule. Salary adjustment shall be made at the opening of the school year.
- C. Staff members shall receive their wages in 24 checks. At the beginning of each school year, notice will be sent to each Staff member stating his/her pay column and step. All new staff members shall receive their pay through direct deposit.
- D. Payroll Deduction

1. I.M.R.F. as negotiated in 2016-2019 contract
2. State and Federal Withholding Taxes
3. Others as required by law
4. Voluntary programs as approved by the Board

E. Tuition Pool

The Board will make available an annual total of Seven Thousand (\$7,000.00) dollars in 2011-12 for tuition fees at Black Hawk College or Western Illinois QC or other accredited area higher education institution at the Black Hawk College or Western Illinois QC rate for all staff members who take courses related to their assignment with the District. Staff members shall submit their application and a description of the courses taken to the Assistant Superintendent, who shall notify each Staff member and the RIESPA President of the approval or disapproval of such application. Courses qualifying for the tuition pool must be approved, taken, and successfully completed and qualifying coursework must be submitted to the Assistant Superintendent for Human Resources by June 15. The pool of funds shall be equally divided on a per credit hour basis among all Staff members with approved applications on or before June 30 of each year based upon the Black Hawk College, or Western Illinois QC rate of tuition.

This will include the cost of any courses and/or materials required to meet the 20 hours of CEU's as required by the State of Illinois to maintain Nursing License (every two years). Nursing License renewal fees will be included in the Seven Thousand (\$7000.00) dollars. The nurse's license renewal is not to exceed \$100.00 every two years.

F. Staff member Re-training

Whenever the Board creates substantially new programs or substantially modifies existing programs and such creations and/or modifications result in substantial changes in the qualifications and/or duties of Staff members, the Board, at its expense, may elect to provide Staff members with the necessary inservice training to meet the requirements of modified programs.

- G. Both parties understand the importance of staff development. They agree that opportunities should be provided for staff members to enhance their skills. The administration agrees to develop a non-certified staff development plan to enhance the staff members' skills to meet the requirements of their work and meet the District needs. The administration will solicit input from the staff members. The staff members are encouraged to form a committee to develop the listing of the staff member bargaining unit needs. This input may be used, in conjunction with other information, to develop a staff development plan. This input and plan shall be completed no later than May 31<sup>st</sup>. In addition, the Association may present an additional listing of staff member bargaining unit needs, prior to the beginning of the second semester of the school year.

**ARTICLE XVII**  
**Hours of Employment**

Subject to approval by the District Administration, the building principal or other administrator responsible for the affected program shall have the discretion to schedule Staff member work hours on an individual or building basis to meet program needs.

Each Staff member shall be granted a fifteen (15) minute, uninterrupted break for each four (4) hours worked.

## **ARTICLE XVIII**

### **Grievance Procedure**

#### A. General Conditions

1. Every Staff member covered by this Agreement shall have the right to present grievances in accordance with the provisions of this Article. Nothing contained in this Article or elsewhere in this Agreement shall be construed to prevent any individual Staff member from discussing a problem with the administration and having it adjusted without intervention or representation of organization representatives.
2. The failure of a Staff member or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievance to proceed to the next step. The time limits, however, may be extended by mutual agreement.
3. Any Staff member has a right to be represented in the grievance procedure. Representation is not mandatory.
4. The use of this grievance procedure shall be limited to grievances alleging a specific violation of this Agreement and must be initiated within ten (10) school days from the date on which the alleged act or conditions complained occurred.
5. The use of the grievance procedure shall be conducted so as to result in no interference or interruption whatsoever of the work activities of the Paraprofessional staff.

#### B. Procedure

1. First Step- An informal meeting will be held between the aggrieved Staff member and his/her immediate supervisor for the express purpose of attempting to resolve the complaint or alleged grievance. Any grievance, which is not appealed to the second step within ten (10) school days following the meeting in which the discussion in the first step was concluded, shall be considered settled on the basis of the first step answer.

2. Second Step- if the grievance is not resolved with the immediate supervisor, the aggrieved and/or Association shall present an appeal to the next step to the Assistant Superintendent for Human Resources verbally and in writing within ten (10) school days from the supervisors reply. Any grievance, which is not appealed to the second step within this time limit, shall be considered settled on the first step answer.
3. Third Step-The Assistant Superintendent for Human Resources will give the grievance prompt and just consideration and will within ten (10) school days answer in writing.
4. Fourth Step- If the Association is not satisfied with the results of Level 3, it may within ten (10) school days after the completion of Level 3, submit in writing to the Superintendent, notice that the grievance is to enter impartial binding arbitration. If the two parties fail to reach agreement on an Arbitrator within ten (10) school days, the American Arbitration Association or the Illinois Educational Labor Relations Board will be requested to provide a panel of arbitrators. Each of the two parties will alternately strike one name at a time from the panel until only one shall remain. The remaining name shall be the Arbitrator.  
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 Association.

The Arbitrator, in his opinion, shall not amend, modify, nullify, ignore or add to the provisions of the agreement.

BYPASS- By mutual agreement, any step of the grievance procedure may be bypassed.

## **ARTICLE XIX**

### **Termination of Employment**

The period of probation shall be the initial ninety (90) working days of employment. The probationary period may be extended ninety (90) working days at the discretion of the Employer. Non-probationary Staff members will not be demoted, suspended or discharged without just cause. A copy of any notice to Terminate shall be sent by certified mail, return receipt requested, to the Staff member and to the Association. Grievances concerning non-probationary Staff member terminations may be submitted at the Third Step of the Grievance Procedure. Termination of probationary Staff members is at the discretion of the Employer and cannot be grieved.

## **ARTICLE XX**

### **Strikes, Lockouts and Management Rights**

- A. The RIESPA hereby agrees not to strike or engage in any concerted refusal to render full and complete services in the school district, or to engage in or to support any activity whatsoever which would disrupt the official operation of the schools.
- B. Lockouts- No lockouts of staff members shall be instituted by the Employer during the term of this Agreement.
- C. Management Rights- The Employer shall retain the exclusive and ultimate responsibility for the proper management and governance of the School District. Any decision made by the Employer shall not conflict with the specific terms of this Agreement.

**ARTICLE XXI**

**Negotiations**

- A. Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be printed by the Employer and presented by the Employer to each bargaining unit member now employed, and hereafter employed. The costs for preparing and printing the Agreement shall be shared equally between the parties.
- B. The parties may modify or amend this Agreement only by mutual written agreement.

**ARTICLE XXII**

**Acceptance**

This Agreement is made and entered into at Rock Island, Illinois on this 9th day of August, 2016, by and between the Rock Island, Illinois Board of Education, Public School District # 41, and the Rock Island Educational Support Professionals Association.

This Agreement is effective July 1, 2016 and shall continue for all issues through June 30, 2019.

This Agreement is so attested to by the parties whose signatures appear below.

In witness whereof, the parties hereunto set their hand this 21<sup>st</sup> day of August 2016.

Association

Board

\_\_\_\_\_  
Kim Jorgensen, President

\_\_\_\_\_  
Linda K. Dothard, President



APPENDIX A  
 ROCK ISLAND - MILAN PUBLIC SCHOOLS  
 ROCK ISLAND , IL.

SALARY SCHEDULE

2016-17

	Year	NCLB Qualified	LPN	RN
	1	\$14.12	\$20.99	\$23.35
IMRF		\$0.66	\$0.98	\$1.09
	2	\$14.79	\$21.63	\$24.04
IMRF		\$0.69	\$1.01	\$1.13
	3	\$15.28	\$22.28	\$24.76
IMRF		\$0.72	\$1.04	\$1.16
	4	\$15.83	\$22.95	\$25.50
IMRF		\$0.74	\$1.08	\$1.19

	5	\$18.20	\$23.64	\$26.29
IMRF		\$0.85	\$1.11	\$1.23
	6	\$18.56	\$24.12	\$26.82
IMRF		\$0.87	\$1.13	\$1.26

A stipend of 3% of hourly wage will be provided for a bachelor degree in an educational field and after five continuous years of service.

APPENDIX A  
ROCK ISLAND - MILAN PUBLIC SCHOOLS  
ROCK ISLAND , IL.

SALARY SCHEDULE

2017-18

	Year	NCLB Qualified	LPN	RN
	1	\$14.65	\$21.77	\$24.22
IMRF		\$0.69	\$1.03	\$1.14
	2	\$15.34	\$22.44	\$24.95
IMRF		\$0.72	\$1.06	\$1.18
	3	\$15.85	\$23.11	\$25.69
IMRF		\$0.75	\$1.09	\$1.21
	4	\$16.42	\$23.81	\$26.46

IMRF		\$0.77	\$1.12	\$1.25
	5	\$18.88	\$24.53	\$27.28
IMRF		\$0.89	\$1.16	\$1.29
	6	\$19.26	\$25.02	\$27.83
IMRF		\$0.91	\$1.18	\$1.31

A stipend of 3% of hourly wage will be provided for a bachelor degree in an educational field and after five continuous years of service.

APPENDIX A  
ROCK ISLAND - MILAN PUBLIC SCHOOLS  
ROCK ISLAND , IL.

SALARY SCHEDULE

2018-19

	Year	NCLB Qualified	LPN	RN
	1	\$15.20	\$22.59	\$25.13
IMRF		\$0.72	\$1.06	\$1.18
	2	\$15.92	\$23.28	\$25.88
IMRF		\$0.75	\$1.10	\$1.22
	3	\$16.44	\$23.98	\$26.65
IMRF		\$0.77	\$1.13	\$1.26

	4	\$17.04	\$24.71	\$27.45
IMRF		\$0.80	\$1.16	\$1.29
	5	\$19.59	\$25.45	\$28.30
IMRF		\$0.92	\$1.20	\$1.33
	6	\$19.98	\$25.96	\$28.87
IMRF		\$0.94	\$1.22	\$1.36

A stipend of 3% of hourly wage will be provided for a bachelor degree in an educational field and after five continuous years of service.

<b><u>PARAPROFESSIONAL EVALUATION</u></b>		Acceptable	Needs to Improve	Not Acceptable
<b>I</b>	<b>PERFORMANCE CHARACTERISTICS</b>			
A	Behaves in a manner consistent with accepted ethical standard.			
B	Adapts to and/or is flexible in new situations and tasks.			
C	Accepts supervision and guidance.			
D	Cooperates with teachers, co-workers.			
E	Displays interest and enthusiasm for his/her job tasks.			
Comments:				
<b>II</b>	<b>INSTRUCTIONAL PROGRAM COMPONENTS AS DESIGNATED BY TEACHER AND/OR ADMINISTRATOR</b>			
A	Engages students in activities clearly related to program objectives.			
B	Works effectively in a group setting.			
C	Effectively follows classroom management plan.			
D	Maintains an effective classroom environment as established by			
E	Interacts courteously with students.			
F	Has effective communication skills			
<b>COMMENTS:</b>				
<b>III</b>	<b>SUMMARY</b>			
A	Strengths/effective patterns.			
B	Areas to improve/ineffective patterns.			
C	Performance/employment recommendation.			
Signature of Paraprofessional/Date		Signature of Evaluator		
(Signature verifies only that you have read this evaluation)		Date		

<b><u>HALL MONITOR/SECURITY</u></b>		Acceptable	Needs to Improve	Not Acceptable
<b>I</b>	<b>PERFORMANCE CHARACTERISTICS</b>			
A	Behaves in a manner consistent with accepted ethical standard.			
B	Adapts to and/or is flexible in new situations and tasks.			
C	Accepts supervision and guidance.			
D	Cooperates with teachers, co-workers.			
E	Displays interest and enthusiasm for his/her job tasks.			
Comments:				
<b>II</b>	<b>INSTRUCTIONAL PROGRAM COMPONENTS AS DESIGNATED BY TEACHER AND/OR ADMINISTRATOR</b>			
A	Monitors student and visitor movement and activity within the school.			
B	Utilizes effective strategies/techniques that promote appropriate student behavior.			
C	Exhibits courteous, professional demeanor when working with students, parents, staff and visitors.			
D	Consults immediate supervisor and/or school administrators regarding school safety, climate, and supervision concerns.			
E	Maintains good working relations with immediate supervisor, co-workers, teachers, staff, and administrators.			
F	Exhibits good communication skills.			
<b>COMMENTS:</b>				
<b>III</b>	<b>SUMMARY</b>			
A	Strengths/effective patterns.			
B	Areas to improve/ineffective patterns.			
C	Performance/employment recommendation.			
Signature of Paraprofessional		Signature of Evaluator/Date		
(Signature verifies only that you have read this evaluation)				

<b><u>LIBRARY OFFICE PARAPROFESSIONAL</u></b>		Acceptable	Needs to Improve	Not Acceptable
<b>I</b>	<b>PERFORMANCE CHARACTERISTICS</b>			
A	Behaves in a manner consistent with accepted ethical standard.			
B	Adapts to and/or is flexible in new situations and tasks.			
C	Accepts supervision and guidance.			
D	Cooperates with teachers, co-workers.			
E	Displays interest and enthusiasm for his/her job tasks.			
Comments:				
<b>II</b>	<b>INSTRUCTIONAL PROGRAM COMPONENTS AS DESIGNATED BY TEACHER AND/OR ADMINISTRATOR</b>			
A	Demonstrates knowledge of library office practices and procedures.			
B	Maintains and manages the district library data base system.			
C	Performs appropriate library office management/processing tasks.			
D	Maintains good working relations with immediate supervisor, co-workers, teachers, staff, and administrators.			
E	Completes assigned duties in a timely manner.			
F	Demonstrates good oral/written communication skills.			
<b>COMMENTS:</b>				
<b>III</b>	<b>SUMMARY</b>			
A	Strengths/effective patterns.			
B	Areas to improve/ineffective patterns.			
C	Performance/employment recommendation.			
Signature of Paraprofessional		Signature of Evaluator		
(Signature verifies only that you have read this evaluation)				
		Date		

<b><u>LIBRARY PARAPROFESSIONAL</u></b>		Acceptable	Needs to Improve	Not Acceptable
<b>I</b>	<b>PERFORMANCE CHARACTERISTICS</b>			
A	Behaves in a manner consistent with accepted ethical standard.			
B	Adapts to and/or is flexible in new situations and tasks.			
C	Accepts supervision and guidance.			
D	Cooperates with teachers, co-workers.			
E	Displays interest and enthusiasm for his/her job tasks.			
Comments:				
<b>II</b>	<b>INSTRUCTIONAL PROGRAM COMPONENTS AS DESIGNATED BY TEACHER AND/OR ADMINISTRATOR</b>			
A	Demonstrates knowledge of library practices and procedures.			
B	When appropriate, assists Librarian in maintaining a modern, updated literature/media collection(to include checking books in & out of library).			
C	Work with teachers and other staff to schedule individual/group times to utilize the library.			
D	Maintains good working relations with immediate supervisor, co-workers, teachers, staff, and administrators.			
E	Exhibits courteous, professional demeanor when working with students, teachers, staff and visitors.			
F	Demonstrates good oral/written communication skills.			
<b>COMMENTS:</b>				
<b>III</b>	<b>SUMMARY</b>			
A	Strengths/effective patterns.			
B	Areas to improve/ineffective patterns.			
C	Performance/employment recommendation.			
Signature of Paraprofessional		Signature of Evaluator		
(Signature verifies only that you have read this evaluation)		Date		



<b><u>BUILDING PARAPROFESSIONAL</u></b>		Acceptable	Needs to Improve	Not Acceptable
<b>I</b>	<b>PERFORMANCE CHARACTERISTICS</b>			
A	Behaves in a manner consistent with accepted ethical standard.			
B	Adapts to and/or is flexible in new situations and tasks.			
C	Accepts supervision and guidance.			
D	Cooperates with teachers, co-workers.			
E	Displays interest and enthusiasm for his/her job tasks.			
Comments:				
<b>II</b>	<b>INSTRUCTIONAL PROGRAM COMPONENTS AS DESIGNATED BY TEACHER AND/OR ADMINISTRATOR</b>			
A	Assists school administration in the day-to-day school management.			
B	Demonstrates knowledge of school management processes and procedures.			
C	Implements school behavioral management system.			
D	Assists administration and teacher with supervision of students.			
E	Exhibits courteous, professional demeanor when working with students, parents, teachers, staff and visitors.			
F	Maintains good working relations with immediate supervisor, teachers, staff and administrators.			
G	Demonstrates good oral/written communication skills.			
<b>COMMENTS:</b>				
<b>III</b>	<b>SUMMARY</b>			
A	Strengths/effective patterns.			
B	Areas to improve/ineffective patterns.			
C	Performance/employment recommendation.			
Signature of Paraprofessional		Signature of Evaluator		
(Signature verifies only that you have read this evaluation)		Date		

<b><u>NURSE EVALUATION</u></b>		Acceptable	Needs to Improve	Not Acceptable
<b>I</b>	<b>PERFORMANCE CHARACTERISTICS</b>			
A	Behaves in a manner consistent with accepted ethical standard.			
B	Adapts to and/or is flexible in new situations and tasks.			
C	Accepts supervision and guidance.			
D	Cooperates with teachers, co-workers.			
E	Displays interest and enthusiasm for his/her job tasks.			
Comments:				
<b>II</b>	<b>INSTRUCTIONAL PROGRAM COMPONENTS AS DESIGNATED BY TEACHER AND/OR ADMINISTRATOR</b>			
A	Works w/student medical records, verifies physicals/immunizations are received, and attends to school-related health needs.			
B	Plans and carries out assessment o health status of students.			
C	Performs appropriate clerical duties			
D	Interacts coureously with students.			
E	Has effective communication skills.			
F	Performs, supervises, and plans for vision and hearing screening programs and does follow-up on possible problems.			
G	Implements State guidelines and Board policies for emergency care and administration of medication			
<b>COMMENTS:</b>				
<b>III</b>	<b>SUMMARY</b>			
A	Strengths/effective patterns.			
B	Areas to improve/ineffective patterns.			
C	Performance/employment recommendation.			
Signature of Paraprofessional		Signature of Evaluator		
(Signature verifies only that you have read this evaluation)		Date		
Health Clerks will have the right to add a letter of comment to the formal evaluation within five (5) days.				

## APPENDIX H

### FAMILY MEDICAL LEAVE ACT

#### LEAVES UNDER THE FAMILY AND MEDICAL LEAVE ACT

In accordance with the provisions of the Family and Medical Leave Act (FMLA), the Board of Education of the Rock Island-Milan School District No. 41 (“Board”) shall provide up to twelve (12) work weeks of unpaid leave to all eligible bargaining unit members during any fiscal year for one or more of the following reasons:

- A. The birth of a child.
- B. The adoption or foster care of a child.
- C. Care of a member of the immediate family, defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse’s parents, or step-parents of either spouse.
- D. A serious health condition\* of the eligible bargaining unit member which prevents him/her from performing the functions of his/her position.

\*A serious health condition may mean illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider which requires an absence of more than five consecutive days.

“Eligible staff” and “eligible bargaining unit member” means any regular full-time member who has worked a full year with the district.

Family Medical Leave must be taken concurrently with any other leave benefits granted to an eligible bargaining unit member under the terms and conditions of the collective bargaining agreement between the Board and the Association. However, the staff member may choose to use accumulated sick leave for a portion or all of the FML as a paid leave, or the staff member may choose not to use accumulated sick leave and go on an unpaid FML. Staff members who develop medical complications as a result of childbirth, as established by a physician, may use their own accumulated sick leave. The use of the sick leave bank provision is limited to the terms of the collective bargaining agreement during any FML.

In a case when the Superintendent and the eligible bargaining unit member agree, such leave may be taken intermittently or on a reduced schedule in the event of the birth, adoption or foster care of the child. An eligible bargaining unit member has the right, however, to take intermittent or reduced schedule (half-days) leave when medically necessary to care for a spouse, child, or parent who has a serious health condition, or if the eligible bargaining unit member has a serious health condition.

#### GENERAL PROVISIONS

The District will provide eligible bargaining unit members coverage under the Family and Medical Leave Act with an unpaid job protected leave of up to twelve (12) weeks.

- A. Eligible Staff

All regularly employed full-time bargaining unit members who have worked a full year with the district.

B. Purpose of the Leave

Up to twelve weeks of unpaid leave may be granted for one or more of the following reasons:

1. The birth of a child,
2. The adoption or placement of a foster care child,
3. The care of a member of the immediate family, defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse's parents, or step-parents of either spouse,
4. The serious health condition\* of the eligible bargaining unit member which prevents him/her from performing the functions of his/her position.

C. Intermittent Leave

1. Leaves for adoption, foster care, or birth of a child may not be taken intermittently or on a reduced schedule unless circumstances require the leave to be intermittent.
2. Leaves for personal or immediate family illness may be taken intermittently or on a reduced schedule in the same increments as sick days are taken.
3. An eligible bargaining unit member who requests intermittent leave, based upon planned medical treatment, may be required to transfer, temporarily, to another job with equivalent pay or benefits which better accommodates the eligible staff member's needs for recurring periods of leave. Collective bargaining procedures for involuntary transfers will be followed; and involuntary transfers to implement any FMLA leave shall not modify or void the past seniority practices in Article V of the Collective Bargaining Agreement.

D. Notice

1. Eligible bargaining unit members must provide the Assistant Superintendent for Human Resources with at least thirty (30) calendar days notice when the circumstances requiring the leave become known to those staff members. Whenever this is not possible, eligible bargaining unit members are required to provide as much notice as is possible under the circumstances existing at that time.
2. When an intermittent leave is required for a serious health condition with the planned medical treatment, the eligible bargaining unit member should make reasonable efforts to schedule treatments in a way that minimizes disruption to the District's programs.
3. An individual staff member may appeal to the Assistant Superintendent for Human Resources when a request for FML is denied. If the request was denied due to a question of immediate family relationship, the staff member

must demonstrate to the Assistant Superintendent for Human Resources that a “family relationship” exists. Such an appeal must be in writing.

E. Medical Certification

1. The District may require that a request be supported by a health care provider’s certification. The certification should include the date when the serious health condition began, the probable duration of the condition, and other relevant medical facts. If applicable to the leave request, the certification should also include a statement that the eligible bargaining unit member is needed to care for a member of the immediate family as defined in Section B, paragraph 3 of this provision. If the eligible bargaining unit member is ill, the certification should include a statement that the affected staff member is unable to perform his/her job. When the certification is for intermittent leave, it should include the dates when treatment is expected and the duration of the treatment, if possible. In the event that the certification omits information, such omission shall not void or delay the leave request, provided that the eligible bargaining unit member corrects the deficiencies within a reasonable period of time following notification by the employer.
2. The district, may, if it has reason to doubt the validity of the original certification, require a second opinion, paid in full by the District, from a District-chosen health care provider.
3. If the leave is denied as a result of the second opinion, the eligible bargaining unit member can process his/her complaint through the grievance procedure in the collective bargaining agreement, or the District and eligible bargaining unit member can agree to a binding third opinion at the expense of the District. A binding third opinion requires the agreement of both the District and the eligible bargaining unit member on a health care provider.

F. Employment and Benefits Protection

1. After the leave, the eligible bargaining unit member will be returned to his/her same position whenever possible. If return to the same position is not possible, the eligible bargaining unit member will be returned to a vacant position for employment.
2. Seniority will accrue while the person is on leave.
3. Insurance coverage will be provided by the District during the leave at the same level and conditions of coverage that would have been provided had such eligible staff member not taken the leave.
4. If an eligible bargaining unit member does not return from the leave, other than a Family and Medical Leave for personal illness, the District can recover from such staff member the cost of premiums paid by the employer.
5. Personal leave and sick leave will accrue during the paid portions of any Family and Medical Leave. Eligible bargaining unit members will receive any other relevant pay during the paid portion of the leave.

G. Definitions

1. Serious health condition: A serious health condition is an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical facility or requires continuing treatment by a health-care provider which requires an absence of more than five consecutive days.
2. Eligible bargaining unit member: Any regularly employed full-time or part-time member who has worked a full year's contract with the District. Leave for part-time staff will be pro-rated.
3. Days: When "days" are referred to in these provisions or any administrative implementation of these provisions, they shall refer to calendar days unless otherwise noted.
4. Year: When the word "year" is used in these provisions or any administrative implementation of these provisions, it shall refer to the District's fiscal year of July 1 through June 30.
5. Immediate Family: "Immediate Family" shall be defined as spouse (only in legally recognized marriage relationships), children or stepchildren, parents, spouse's parent, or step-parents of either spouse.

ROCK ISLAND-MILAN SCHOOL DISTRICT #41

**REPORT OF HARASSMENT**

Employee Name: \_\_\_\_\_ Date of Report \_\_\_\_\_

Employee Position: \_\_\_\_\_

Date of Alleged Harassment: \_\_\_\_\_

Location of Alleged Harassment: \_\_\_\_\_

Name of Alleged Harasser: \_\_\_\_\_

Position: \_\_\_\_\_

Department of School: \_\_\_\_\_

Description of incident(s): \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Names of Witnesses, if any: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature



# ROCK ISLAND PUBLIC SCHOOLS

Mike Oberhaus, Superintendent

*Excellence Every Day*

Administration Center  
2101 Sixth Avenue  
Rock Island, IL  
61201  
(309) 793-5900  
Fax (309) 793-5905

The District Administration has requested that my position distribute medication to students. I agree to distribute medication to students. Training will be provided by the District. Any questions I have regarding this role will be directed to the Assistant Superintendent of Pupil Personnel Services.

The District agrees to indemnify and hold harmless for actions taken in fulfilling the distribution of medication. Any criminal or willful and wanton negligent acts will not be indemnified by the District.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

Approved:

\_\_\_\_\_  
Assistant Superintendent, Pupil Personnel

\_\_\_\_\_  
Date



**AGREEMENT BETWEEN**

**ROCK ISLAND EDUCATIONAL SUPPORT PROFESSIONALS  
ASSOCIATION,  
IEA-NEA**

**And**

**ROCK ISLAND BOARD OF EDUCATION DISTRICT #41**

**2016-17 thru 2018-19**

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