

AGREEMENT BETWEEN

THE

**JACKSONVILLE INSTRUCTIONAL
SUPPORT PERSONNEL
ASSOCIATION - IEA-NEA**

AND

JACKSONVILLE BOARD OF EDUCATION

2013-2016

TABLE OF CONTENTS

ARTICLE I - RECOGNITION

1.1 - Recognition.....4

ARTICLE II - ASSOCIATION AND EMPLOYEE RIGHTS

2.1 – Association Dues4
2.2 - Fair Share.....4
2.3 – District Mail, Bulletin Board & Facilities.....5
 2.3.1 – Internal Communications.....5
 2.3.2 – School Facilities6
 2.3.3 – Information Sharing.....6

ARTICLE III – MANAGEMENT RIGHTS

3.1 – Management Rights.....6

ARTICLE IV - WORKING CONDITIONS

4.1 – Newly Hired Employee.....6
 4.1.1 – Probationary Period.....6
 4.1.2 – Discipline/Discharge.....6
4.2 –Short Term/Temporary Positions.....7
4.3 – Additional Work Assignments/Summer School.....7
4.4 – Job Openings/Vacancies/Transfers.....8
4.5 – Working Days/Hours/Breaks.....8
4.6 – No Subcontracting.....9
4.7 – District-Sponsored Staff Development/Training.....9
4.8 – Job Descriptions.....10
4.9 – Employee/Personnel Records.....10
4.10 – Conflict Resolution.....10
4.11 – IEP Process.....11

ARTICLE V - LEAVES OF ABSENCES

5.1 – Leave of Absence/FMLA.....11
5.2 – Bereavement Days.....11
5.3 – Personal Days.....11
5.4 – Sick Leave/Medical Leave.....12
5.5 – Sick Leave Donation Plan.....12
5.6 – Jury Duty.....13

ARTICLE VI - WAGES / COMPENSATIONS

6.1 – Wages.....13
6.2 – Overtime.....14

ARTICLE VII – INSURANCE

7.1 – Employee Medical Insurance.....14
7.2 – Life Insurance.....14

ARTICLE VIII – REDUCTION IN FORCE / SENIORITY / RECALLS

8.1 – Reduction in Force, District Seniority & Recall.....15
8.2 – Determination of Seniority.....16

ARTICLE IX - EVALUATIONS

9.1 –Employee Review / Evaluation.....16

ARTICLE X – GRIEVANCE PROCEDURE

10.1 – Grievance Procedure.....17

ARTICLE XI – ARBITRATION

11.1 – Arbitration Procedures.....19
11.2 – Standards for Arbitral Decision.....19
11.3 – Representation and Witnesses.....19
11.4 – Costs.....19

ARTICLE XII – NO RETALIATION

12.1 – Employee Safety.....19

ARTICLE XIII – NEGOTIATIONS

13.1 – Procedures.....20
13.2 – Impasse.....20

ARTICLE XIV – SAVINGS CLAUSE

14.1 – Savings Clause.....20

ARTICLE XV – CONTRACTUAL AMENDMENTS

15.1 – Contractual Amendments.....20

ARTICLE XVI – NO STRIKE STATEMENT

16.1 – No Strike Statement.....20

ARTICLE XVII – DURATION

17.1 – Duration and Termination21

ARTICLE I – RECOGNITION

1.1 Recognition

School District #117 Board of Education (hereinafter referred to as the “Board” or “District”) of Jacksonville, Illinois, recognizes the Jacksonville Instructional Support Personnel Association (hereinafter referred to as the “employees”), an affiliate of the Illinois Education Association and the National Education Association (hereinafter referred to as the “Association”), as the exclusive and sole bargaining agent to negotiate wages, hours, terms and conditions of employment with Jacksonville School District #117.

Membership includes all full-time and part-time assistants, including Teaching Assistants/Teaching Aides, Paraprofessionals, Media Specialists, LPN Assistants, Reading Aides, Title I funded Reading Aides, Language Aides, 1:1 or 2:1 Assistants/Aides, any new positions created within the essential job classes categories excluding all supervisory, confidential, managerial, and temporary or short-term employees as defined by the Illinois Educational Labor Relations Act.

ARTICLE II - ASSOCIATION AND EMPLOYEE RIGHTS

2.1 Association Dues

The Board shall deduct from the pay of each member the dues of the Association.

- 1) A member may authorize dues deductions by having presented an authorization to the Board on or before September 1, or the first of any month thereafter. The amount specified by the Association will be pro-rated and deducted from the employee’s paycheck starting in the month in which authorization begins and ending in June.
- 2) Such authorization shall not be revocable for period, which is lesser of one (1) year or the remainder of the term of the Agreement. If a member resigns from the employment of the Board prior to termination of the effective period of the current authorization, the Board shall deduct the dues for the month in which the resignation takes place from the employee’s last check.
- 3) All dues deducted by the Board shall be remitted to the treasurer of the Association no later than ten (10) days after such deductions are made.

2.2 Fair Share

- A. Each new member, beginning with the 2013-2014 school year as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
- B. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the

Board shall deduct the fair share fee from the wages of the non-member, upon written notification from the Association with a courtesy copy to the non-member.

- C. Such fee shall be paid to the Association by the Board no later than ten (10) business days following deduction.
- D. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - 1) The Employer gives timely notice of such action in writing to the Association and permits the Association intervention as a party if it so desires, and,
 - 2) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both the trial and all appellate levels.
- E. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.

It is expressly understood that this hold harmless provision will not apply to a claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

- F. The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member of 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 employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board (see page 14, "Religious Dissenters").

2.3 District Mail, Bulletin Board & Facilities

2.3.1 Internal Communications

The Association may have use of school district mail and email services for the purpose of notification of Association meetings or communications concerning Association business. The use of district mail and email services by the Association members shall be done before or after normal work hours for the instructional support personnel. It is understood by the Association and its members that there is no expectation of privacy in such communications.

2.3.2 School Facilities

The Association and its representatives will be able to use school facilities for meetings, provided the proper administrator has been contacted and the Association agrees to pay reasonable costs in the event there are any special costs to the District. All Association meetings shall be held outside the employee workday. Permission for facility use shall not be unreasonably denied.

2.3.3 Information Sharing

The JISPA President shall be provided the same Board reports as provided to the JEA President and at the same time.

ARTICLE III - MANAGEMENT RIGHTS

3.1 *Management Rights*

Except as may be expressly limited by law or by the plain language of this Agreement, the Parties agree the Board retains all of its powers, discretion and authority to manage, hire, promote, and direct the work of the members of this bargaining unit, including adoption and implementation of policies, rules, regulations for reasonable work rules, assignment of work duties and work locations, transfers, training, standards of service and discipline.

ARTICLE IV - WORKING CONDITIONS

4.1 *Newly Hired Employee*

4.1.1 Probationary Period

A member, who has not been previously employed by the District or who has had a break in service as an employee of the District and is rehired, shall have a probationary period for the first one hundred seventy-four (174) student attendance days the member works. The member's supervisor shall meet with the member not before the 70th student attendance day and not later than the 100th student attendance day to provide the member with a written preliminary assessment of the member's probationary performance to date and shall specify areas of performance concerns, if any. During this probationary period the employee may be discharged at any time without prior notice for any reason or no reason. A discharge of a member during his/her probationary period shall not be subject to the grievance and arbitration provisions in this Agreement.

4.1.2 Discipline/Discharge

A member, who has completed his/her probationary period, can be discharged by the Board of Education only following the receipt of written notice of specific reasons for discharge at least twenty (20) calendar days before a hearing before the Board of Education. The written notice must set forth the factual allegations of misconduct or poor or inadequate performance with dates, names and circumstances of the allegations

including what facts were reported to the member prior to the service of the notice of reasons for discharge, by whom and on what dates. At the hearing before the Board of Education, the member may be accompanied by representation at the member's sole expense, may present evidence, may confront and may cross examine witnesses. The Board of Education shall after presentation of evidence at the hearing decide whether the member should be discharged as a District employee. The Board of Education's discharge decision shall be reasonable based upon the entire record presented at the hearing. Just cause and progressive discipline shall not be the standard applied in discharge and discipline cases.

The Board and the Association agree that the decision to discharge a member for committing theft, abusing or neglecting a student as defined by the Child Abuse and Neglect Reporting Act, and/or conviction of a felony or crime involving moral turpitude shall be deemed to be reasonable. Nothing prevents the Association from contesting in arbitration whether the evidence was sufficient to prove that such an offense was committed.

4.2 Short Term / Temporary Positions

A short term position shall include an additional job created for the purpose of completing a special District project, or because of a government/private grant awarded to the District that is completed within a school year and does not continue from school year to school year. Short term positions shall be filled and paid at the Board's discretion.

A temporary position shall occur when a vacancy is created because a bargaining unit member is absent due to illness, work-related injury, maternity or other Board approved leave. A temporary absence of six (6) months or less for a 12-month position or ninety (90) school days for all other positions shall be filled and paid at the Board's discretion.

The Superintendent, or his/her designee, shall notify the JISPA President in writing when short term or temporary employees are hired to fill positions as stated above.

Short term and temporary employees are not part of this bargaining unit or subject to its terms or conditions. The Association's right to grieve a short term or temporary position is expressly limited to challenging whether or not a particular position meets the above definition of a short term position or temporary position.

4.3 Additional Work Assignments / Summer School

If a member is assigned to work days beyond the working days specified in the Article Working Days/Hours/Breaks, that member shall be paid at the same hourly rate of pay as the member earns while working the regular work schedule.

If a student's IEP requires that a student attend extended school year during the summer period and the student has a one-on-one aide specially assigned to that student, the member, who is assigned to the student, shall perform the extended school year duties for that student unless the member has compelling reasons that prevent the performance of these extended school year duties, such as documented medical care,

health reasons or child care obligations.

All other summer school instructional support personnel positions shall be posted according to normal District practice. These summer school positions shall be filled with bargaining unit members who are qualified to hold the positions first.

4.4 Job Openings / Vacancies / Transfers

For the purpose of this Article, a vacancy shall be defined as a permanent position in the bargaining unit which has been newly created, or which has previously existed and has been vacated due to transfer, reassignment, resignation, retirement, death or termination. "Permanent position" means a position in work category which is expected to exist from school year to school year unless the Board reduces or eliminates the position as part of a reduction in force or decides not to fill the position.

The term "vacancy" shall not apply to any temporary position or a substitute position for an employee who has been granted a leave of absence.

All vacancies are defined in section one (1) shall be posted within seven (7) working days of the vacancy occurring. The posting shall be for a minimum of seven (7) calendar days before the position is filled on a permanent basis. Nothing in this Article prohibits the Board or Administration from filling a vacancy on a temporary basis.

Any employee may apply for a vacant position in the District. All participants' applications shall be in writing and submitted to the Superintendent or designated Administrator. In filing such vacancies first consideration shall be given to all qualified employees within the bargaining unit except as stated in the following sections of this Article. No further restrictions shall be placed on the Administration in filling such vacancies.

If two (2) or more employees in the District apply for the same position within the same job class/category as defined in the District Seniority Clause of this Agreement and the District chooses to select an employee with lesser seniority, the District shall provide a rationale to the Association and an opportunity to meet and confer before final selection is made.

If the Board of Administration involuntarily transfers a member to another position, except for an emergency reason or temporary assignment, the District shall provide a rationale for the transfer to the Association, if requested, and an opportunity to meet and confer before the involuntary transfer is implemented.

4.5 Working Days / Hours / Breaks

Members shall work one hundred seventy-four (174) student attendance days according to the school calendar adopted by the Board of Education plus one of the two teacher institute days at the beginning of the school year as designated by the Superintendent and all School Improvement Days (SIP) as full work days. Full-time employees shall work eight (8) hours per day, excluding a thirty minute unpaid lunch period. Members shall record the time they work each day on a time clock provided by the Board in the

buildings in which the member is regularly assigned, at the beginning of each day and at the end of each day.

Members shall work eight (8) hours per day on early student dismissal days and on days that students who are specially assigned to a member do not attend school.

Members who are specially assigned one-on-one aide to a student who requires the member to ride with the student on the school bus for pickup and delivery shall be paid actual time worked if that exceeds 40 hours per week.

Nothing in this paragraph prohibits the Board from establishing positions of less than eight hours per day to meet student needs. To the extent reasonably feasible, two or more part-time positions in the same building shall be combined into a single full-time position.

4.6 No Subcontracting

For the term of this Agreement only, the Board has the right to hire professionals and/or specialists to perform duties for which members of this Bargaining Unit are not legally qualified to perform or who are employed for a temporary period. The Board shall not otherwise subcontract out work normally performed by Bargaining Unit Members during the term of this Agreement. However, nothing herein shall be construed as continuing this prohibition against subcontracting after the expiration date of this Agreement, unless the Board and Association mutually agree to the extension of this provision in a successor agreement.

4.7 District-Sponsored Staff Development / Training

Bargaining unit members will participate in staff development and training as authorized by the Superintendent, or designee, in writing to meet the operational needs of the District. If staff development and training occurs outside the member's regular work hours, the member shall be paid at their applicable hourly rate for the time in excess of their regular work hours. If training or staff development extends beyond regular work hours and those additional hours exceed forty (40) hours of work in a work week, the member shall be paid overtime at their rate provided in this Agreement for overtime pay. Any fees or reasonable out-of-District travel expenses incurred by a bargaining unit member to attend required staff development and training shall be paid by the District. Mileage expenses shall be reimbursed at the applicable Internal Revenue Service (IRS) mileage rate.

An Advisory Committee of three (3) representatives appointed by the Association and three (3) representatives of the Administration shall meet within sixty (60) days of the commencement of the school year to discuss staff development and training for instructional support personnel. The Superintendent shall then decide what staff development and training for instructional support personnel meets the needs of the District. The Superintendent's decision shall be final.

4.8 Job Descriptions

The Superintendent shall cause to be prepared job descriptions for the instructional support personnel positions that exist in the bargaining unit within one hundred twenty (120) calendar days after execution of this Agreement by both parties and deliver each job description to the Association President for comment by the Association. The Association shall return its comments to the Superintendent within forty-five (45) calendar days. The Superintendent shall consider the Association's comments and make any modifications the Superintendent deems appropriate. The Superintendent shall within thirty (30) calendar days after receipt of the Association's comments about the job descriptions submit the job descriptions to the Board of Education for its approval. Any changes to the instructional support personnel job descriptions adopted by the Board or the development of new job descriptions shall be initially developed by the Superintendent and delivered to the Association for forty-five (45) calendar days comment. Then the Superintendent shall within forty-five (45) calendar days of receipt of the Association's comments make any modifications to the job descriptions the Superintendent deems appropriate. The Superintendent will submit the job descriptions to the Board of Education for approval.

4.9 Employee / Personnel Records

Each employee shall have the right to review the contents of said employee's personnel file, with the exception of those documents exempted from review in the Illinois Personnel Record Review Act, 820 ILCS 40/0.01 et.al, and to attach and place therein written reactions to the contents. The employee may review his/her file upon forty-eight (48) hour written advance notice submitted to the Superintendent or his/her designee. The employee shall affix his/her signature and date on the actual copy filed. The signature does not indicate agreement with the contents of the material. The employee may not remove any material from said file and must review the contents of his/her file in the presence of the Superintendent or designee.

An employee may request a copy of his/her personnel file except for the material as stated above. If an employee requests in writing a copy of his/her file, the Board shall have within seven (7) days to meet such request. For each page of material copied, the Board shall charge the standard fee for copying.

Any employee may attach a written response to any material contained in his/her file.

4.10 Conflict Resolution

A member or an Administrator may request a meeting for the purpose of resolving disputes or misunderstandings concerning proper working relationships and job performance. The request for such meeting shall be directed to the appropriate building administrator who shall convene as soon as practicable a dispute resolution conference with the necessary persons as the administrator deems appropriate. A conflict resolution conference involving the same persons shall be limited to one such conference per semester, but shall not include agreed follow up after the initial conflict resolution meeting. A member shall not be retaliated against for making such a request for a conflict resolution meeting, but the member may be disciplined if the member's conduct violates reasonable work rules of the District.

4.11 IEP Process

The Director of Student Services and Special Education, or his/her designee, shall from time to time as needed, convene a meeting with members who directly participate in the implementation of a student's IEP including other necessary personnel in the Director's discretion to inform the member of what services that member shall provide to their student along with their student's goals and objectives, under the IEP. The member may contact the Director of Special Services directly, without fear of retaliation, to report instances of a failure in the provision of special education services to the student for which the member is specially assigned. Nothing herein, however, shall be construed as excusing or protecting poor performance in the member's service to their student.

ARTICLE V – LEAVES OF ABSENCES

5.1 Leave of Absence / FMLA

Bargaining unit members who have been employed full-time by the District for at least twelve (12) consecutive months shall be entitled to unpaid Family Medical Leave, on either a consecutive or intermittent basis as provided by law and Board policy.

5.2 Bereavement Days

Employees shall be granted three (3) paid days of Bereavement Leave per incident connected with the death of an immediate family member. For the purpose of this Article, immediate family shall include spouse, children, father, mother, parents-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, grandchildren, and legal guardian.

The leave covered under this Article shall be annual and will not accumulate.

Sick Leave Days may be used in the event of death of a secondary relative or as an extension beyond the three (3) paid Bereavement Leave Days connected with the death of an immediate family member. For the purpose of this Article, secondary relatives are cousins, aunts, uncles, nieces or nephews.

5.3 Personal Days

Full-time instructional support personnel have 3 paid personal leave days per year. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the Building Principal/Supervisor 3 business days before the requested date.

2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last 5 school days of the school year, unless the Superintendent grants prior approval.
3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave days not used at the end of the fiscal year shall be converted to sick leave days.

5.4 Sick Leave / Medical Leave

Bargaining unit members who work at least thirty (30) hours on a regularly scheduled basis during the school year shall receive ten (10) days of paid sick leave per school year. Part-time employees shall receive sick leave on a pro rata basis depending upon the number of hours regularly worked per week. Unused sick leave may accumulate.

Sick leave may be taken for personal illness, quarantine at home, or serious illness, or death in the member's immediate family. For purposes of sick leave, "immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

After an absence of three (3) days for personal illness, the member may be requested to deliver to his/her supervisor a physician's statement concerning the reason for the member's absence from work.

Sick leave may be taken in half day increments.

5.5 Sick Leave Donation Plan

- A. The Board and Association hereby agree to establish a sick leave donation plan. This plan's purpose is to allow all personnel of the District the ability to donate their sick days to another employee who has exhausted his/her personally accumulated sick leave and personal days due to a catastrophic illness or serious injury to the employee. It is not the purpose of this plan to provide additional days to teachers who have exhausted their accumulated sick leave and are applying for days because of common colds or some other temporary commonplace illness.
- B. Persons desiring to use the sick leave donation plan should contact the Association President. The Association President and the Director of Labor Relations will make arrangement to convene the Committee.
- C. District personnel wishing to donate days will use the form provided in Appendix B.
- D. A committee will be established to act as the governing body for the administration of the Sick Leave Donation Plan. Said committee shall consist of two (2) members of the bargaining unit named by the Association and two (2) persons named by the Superintendent.

The Sick Leave Donation Committee shall hold an initial meeting prior to October 1st of each school year. The purpose of the initial meeting will be to review the qualifications and procedures of the Plan. Subsequent meetings will be held as needed to review applications and determine eligibility. In making decisions, the Committee will use the simple majority rule. Following the date of a decision rendered by the Committee, an employee may appeal in writing said decision to the Board of Education within thirty (30) calendar days.

The following are the minimal criteria for use of the sick leave days:

1. Exhausted his/her accumulated sick leave.
2. Must have a catastrophic personal illness or serious injury.
3. Must have a doctor's statement and be willing, if required, to get a statement from the Sick Leave Donation Committee's choice, at the expense of the Board.
4. Must give the Sick Leave Donation Committee a written request for the days with the reason for the request and the estimated number of days requested.

5.6 Jury Duty

An employee summoned for jury duty shall be excused from his/her regularly assigned duties. The employee will receive his/her regular pay for the period of jury duty except that any money received for travel allowance may be retained by the employee. The per diem pay for service as a juror must be turned into the District as soon as received. All benefits of the employee will continue while on jury duty, but may be deducted if the per diem pay is not reimbursed to the school district.

ARTICLE VI – WAGES / COMPENSATION

6.1 Wages

- A. Members who regularly work less than twelve (12) months shall have their wages annualized over twelve months in substantially equal installments (paid on the 15th and last calendar day of each month), subject to adjustments for appropriate changes in rate of pay, or extra hours worked, or hours docked for not working. A member may elect to be paid for all hours worked during the school year for which the member is regularly assigned and not have his/her wages annualized provided the member makes such an election on a form provided by the Administration on or before the first work day for that member in a fiscal year. A member must make such an election each year. Otherwise, the member's wages will be annualized as described herein above.

All accrued, but unpaid wages shall be paid within thirty (30) calendar days following resignation, termination, or dismissal of a member.

- B. The hourly rates for new hires in the following positions shall be:

Position	2013-2014	2014-2015	2015-2016
LPN	\$19.00	\$19.40	\$19.80
A.E.P.	\$15.00	\$15.35	\$15.70
ASL – non-certified	\$10.00	\$10.25	\$10.48
ABA Paras	\$9.11	\$9.31	\$9.52
Media Paras	\$9.11	\$9.31	\$9.52
General Paras	\$9.11	\$9.31	\$9.52

A. The hourly rates for current employees for the duration of this Contract are attached hereto as Appendix A.

6.2 Overtime

Bargaining unit members, who have prior written authorization from their principal/supervisor to work greater than forty (40) hours in a work week, shall be paid time and one half (1 ½) their current hourly rate. Sundays and holidays shall be paid at a double time rate if the employee is required in writing by the Superintendent to work on a Sunday or holiday under this Agreement. No compensatory time may be granted or accrued by any bargaining unit member.

ARTICLE VII – INSURANCE

7.1 Employee Medical Insurance

All members of the bargaining unit who work thirty (30) hours or more per week may elect to participate in the District's group health insurance program. The District will pay 100% of single individual coverage of the employee. Family or dependent coverage shall be the employee's sole expense.

For the purpose of this Agreement, bargaining unit members who are regularly scheduled for, and regularly work thirty (30) hours or more per week, shall be considered full-time employees.

7.2 Life Insurance

The Board shall provide group life insurance protection, which shall pay to the designated beneficiary the sum of \$40,000 upon the death of a full-time employee (30 hours per week on a regular basis). Upon retirement or upon separation from employment with the District, if the group life plan so permits, the life insurance policy shall be convertible at the employee's expense. The Board will select the carrier and the insurance program.

ARTICLE VIII – REDUCTION IN FORCE/SENIORITY/RECALL

8.1 Reduction in Force, District Seniority & Recall

A. The categories of positions for members of the JISPA bargaining unit shall be as follows:

1. Alternative Education Paraprofessionals (AEP)
2. Autism Paraprofessionals
3. English Language Learning Paraprofessionals (ELL)
4. General Classification Paraprofessionals
5. Licensed Practical Nurses Paraprofessionals (LPN)
6. Media Paraprofessionals
7. Reading Paraprofessionals
8. American Sign Language Paraprofessionals
9. Part-time ESP (employed less than 30 hours per week)

B. JISPA bargaining unit members shall accrue seniority in their respective category of position for sequence of dismissal purposes. No combined seniority list will be prepared for all educational support personnel (ESP) for sequence of dismissal purposes. A seniority list for each category of position will be prepared and delivered to the JISPA President by February 1 of each year.

C. The Board shall dismiss ESPs, in inverse seniority order in each category of position, when a reduction in force due to economic reasons and/or due to reduction of some particular type of educational support personnel service is deemed to be in the best interest of the District. The sequence of dismissal for JISPA members in a reduction in force shall be the following order:

1. All part-time ESPs shall be dismissed prior to dismissal of full-time members;
2. The least senior members in each of the remaining categories of positions listed in Section A hereinabove as the Board determines;
3. Any ties in seniority dates shall be broken by a draw of lots;
4. "Bumping rights" as a part of reduction in force shall be as follows:
 - a) Part-time ESPs shall have no right to "bump" or move into any other category of position because of seniority acquired at JSD #117.
 - b) JISPA members may only "bump" or move into the General Paraprofessionals category of position if a member has more seniority in that category than a less senior member assigned to that category and the member is highly qualified under the law. No JISPA member may "bump" into any other category of position other than the General Paraprofessionals category of position as provided herein above.

- c) Reading Paraprofessionals shall have no right to “bump” or move into any other category of position after the beginning of the 2013-2014 school year.
- D. A Recall List shall be developed which lists reduced employees by seniority and the categories of positions for which they meet legal qualifications and the qualifications as set forth in the applicable job description for specific position. Members shall be recalled based upon seniority provided they meet the qualifications for the specified position to which they are being recalled. Members, who are honorably dismissed pursuant to a reduction in force, shall notify the Superintendent, or his/her designee, in writing within ten (10) calendar days of receipt of the notice of honorable dismissal of their current email and U.S. mail address. If the member fails to provide current contact information within that ten day period, then the District shall use the member’s contact information it has on file as that member’s most current contact information. The Superintendent, or his/her designee, shall notify the member in writing of an offered position on recall by sending such notice electronically to the member’s email address and by letter via U.S. mail addressed to member’s residence. The member shall have three (3) business days following the date the email and letter are respectively mailed to accept or reject the position offered. The member shall notify the Superintendent, or his/her designee” in writing of acceptance or declination of the position offered. The failure of the member to accept/decline the offered position within the three business day period shall constitute a refusal of the offered position. A member who either declines an offered position or fails to respond in the three day period shall be removed from the recall list.
- E. A member, who is recalled and accepts a position on recall in a category of position in a different category of position than the member was in on the date his/her honorable dismissal was effective, shall retain the same seniority the member had in his/her prior category on the date of dismissal in the new category of position accepted on recall.

8.2 Determination of Seniority

Seniority of bargaining unit members shall be determined from the date the Board of Education approves the member’s employment in an instructional support position. If two (2) or more members are approved on the same date by the Board of Education for hire, then prior District employment experience shall be used to determine instructional support seniority. If two or more members have the same District seniority for reasons other than the same hire date, their seniority shall be decided by lot.

ARTICLE IX - EVALUATIONS

9.1 Employee Review / Evaluation

All bargaining unit members shall be evaluated annually based upon performance aligned with the job description for the instructional support position the member is assigned. The results of the evaluation shall be discussed in a conference between the instructional support employee and the immediate supervisor. A completed copy of

each year's evaluation shall be delivered to the employee by the immediate supervisor prior to the conference to review the evaluation with the employee. This evaluation process must be completed before the last day of the school term for nine month (or less) employees and for all other employees before their last day of work in a fiscal year.

Any bargaining unit member may within seven (7) calendar days after the conference with the immediate supervisor submit a written rebuttal or other statement concerning the evaluation. The employee's written statement shall be attached to the completed evaluation form and placed in the member's personnel file.

The evaluation instrument shall have four performance ratings, based upon formal and informal observations: Excellent, Proficient, Needs Improvement, Unsatisfactory. An Excellent rating shall demonstrate job performance of an exceptional quality based upon the requirements of the employee's job description. A Proficient rating shall demonstrate acceptable levels of job performance based upon the employee's job description. Needs Improvement rating shall occur when the employee performs some at acceptable levels, but in other job requirements does not perform at acceptable levels based upon the requirements of the employee's job description. An Unsatisfactory rating demonstrates that the employee's performance is generally at levels below acceptable levels of performance based upon the requirements of the employee's job description.

The evaluation instrument shall be developed by a committee comprised of two members appointed by JISPA and two members appointed by the Superintendent. The committee shall convene on or before September 1, 2014 and conclude its work by December 1, 2014. The instrument shall identify the deficiencies for ratings of "Needs Improvement" and "Unsatisfactory".

ARTICLE X – GRIEVANCE PROCEDURE

10.1 Grievance Procedure

Any claim by an employee or the Association that there has been a violation, misinterpretation, or misapplication of any provision of this Agreement may be processed as a grievance as hereinafter provided.

A bargaining unit member shall not be disciplined, warned, or reprimanded for participation in a grievance.

Any employee shall have the right to present grievances in accordance with this procedure and to be represented by the Association. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance resolved, provided the resolution is consistent with the provisions of this Agreement.

The time limits in this Article shall be strictly observed, but may be mutually extended by the parties. Such an extension shall be confirmed in writing. Whenever illness or other incapacity of a grievant and/or administrator prevents his/her presence at a grievance meeting, then time limits shall be extended to such reasonable time as either person may be present. When grievance meetings are held during the bargaining unit member's work day which requires that member's attendance, that member shall be

excused, with pay, for that limited purpose.

A grievance meeting is defined for purposes of this Agreement as meetings between the Association / Grievant and members of the Administration as prescribed in Step I, Step II and Step III of the Grievance Procedure.

Adjustment of any grievance as described herein shall be consistent with the provisions of this Agreement.

The parties may at any time jointly agree in writing to advance a grievance to any step, including directly to arbitration.

A grievance may be withdrawn at any level by the grievant.

The formal grievance procedures shall be as follows:

Step I (Immediate Supervisor)

The grievant must submit any grievance under this Agreement within ten (10) business days after the grievant (including the Association) has knowledge of the event or circumstances giving rise to the grievance in Step I of the Grievance Report Form as set forth in Appendix C to this Agreement. The failure of the grievant to submit the grievance to his/her immediate supervisor within the applicable ten (10) business day period bars the grievance. Within ten (10) business days of receipt of the grievance, the immediate supervisor shall meet with the grievance and an Association representative in an effort to resolve the grievance. The immediate supervisor shall within five (5) business days after the meeting complete Step I of the Grievance Report Form and deliver a copy to the grievant, Association, Human Resources Director and Superintendent setting forth the disposition of the grievance.

Step II (Superintendent)

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the above-stated time limits, the grievant shall complete Grievance Report Form, Step II within seven (7) business days after receiving the immediate supervisor's disposition or after the above-stated time limits have expired, and submit the grievance to the Superintendent or his/her designee. Within seven (7) business days the Superintendent and/or his/her designated representative shall meet with the grievant and his/her Association representative. Within seven (7) business days of the meeting the Superintendent or his/her designee shall indicate in writing his/her disposition by completing his/her portion of Step II in the Grievance Report Form and forward it to the grievant. The Association and the immediate supervisor shall be notified of said disposition.

Step III (Arbitration)

The Association may file a written demand upon the Superintendent within thirty (30) calendar days after the date of Superintendent's disposition of the grievance as specified in Step II hereinabove. If the Superintendent is not notified within this 30-calendar day period, the grievance is waived. If a written demand for arbitration is filed with the Superintendent within that 30-calendar day period, the parties shall within three

(3) business days after receipt of the Demand jointly notify the American Arbitration Association (AAA) for selection of an arbitrator in accordance with AAA's rules. Nothing herein prevents the parties from mutually agreeing upon the selection of an arbitrator.

ARTICLE XI- ARBITRATION

11.1 Arbitration Procedures

Neither party shall be permitted to assert at arbitration any basis nor defense that was not disclosed to the other party in writing by the completion of the final step in the Grievance Procedure contained above and before a demand for arbitration is filed.

11.2 Standards for Arbitral Decision

The arbitrator shall have no authority to alter, add to, modify, amend or subtract from the terms and conditions contained in this Agreement. The arbitrator shall follow the plain language of the Agreement and not award a remedy that was expressly rejected by the parties in bargaining this Agreement or violates the Illinois Education Labor Relations Act or the established public policy of the State of Illinois.

11.3 Representation and Witnesses

In any grievance meeting or hearing, either party may bring such witnesses and/or representatives as the respective party may select.

11.4 Costs

Each party shall pay one-half (50%) of the arbitrator's fees and reasonable travel expenses for the arbitration. The cost of a court reporter's transcription of the arbitration shall be paid by the party requesting such a transcript or the cost shall be divided equally (50-50) if both parties agree to have a court reporter transcribe the arbitration.

ARTICLE XII – NO RETALIATION

12.1 Employee Safety

Members who believe that an unsafe working environment exists or who are directed to lift/transfer students in an unsafe manner have the right to bring such conditions to their immediate supervisor's attention without fear of retaliation. If the member's immediate supervisor does not address the condition to the member's satisfaction, the member has the right to promptly inform the Superintendent or his/her designee about the condition and the member's belief about the situation. The Administration shall use reasonable efforts to maintain a safe work environment and implement reasonable work practices to reduce the risk of work related injuries.

In the event a member is a victim of a student assault and/or battery while on the job, the member shall not suffer loss of pay or benefits for lost time related to court appearances should the member, individually, file criminal charges against the student who committed

the assault and/or battery.

ARTICLE XIII - NEGOTIATIONS

13.1 Procedures

Negotiations for all successor collective bargaining agreements shall commence six (6) months prior to the agreement's expiration date. In any subsequent negotiations, the parties in their initial meeting shall negotiate written ground rules to govern the negotiation procedures for any subsequent bargaining. The ground rules shall address the number of representatives each party has at the table at any one time; that all proposals shall be reduced to writing and upon agreement marked "TA'd"; that the parties will meet in good faith at reasonable times at reasonable places to conduct bargaining; that no final agreement shall be executed until final ratification by a majority of the Board of Education and by a majority of the members of the Association. Nothing contained herein shall be construed to compel either party to agree to a proposal or to require either party to make a concession.

13.2 Impasse

The declaration of *impasse* by either party during bargaining shall be governed by the provisions of the IELRA. The parties may jointly agree at any time during bargaining to request mediation services from the Federal Mediation & Conciliation Service (FMCS).

ARTICLE XIV – SAVINGS CLAUSE

14.1 Savings Clause

Should any Article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction, that Article, section, or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, sections, and clauses shall remain in full force and effect for the duration of this Agreement.

ARTICLE XV– CONTRACTUAL AMENDMENTS

15.1 Contractual Amendments

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration of this Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary mutual consent of both parties in written and signed amendment to this Agreement.

ARTICLE XVI - NO STRIKE STATEMENT

16.1 No Strike Statement

During the term of this Agreement and any mutual extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association shall ever or at any time engage in, authorize, or instigate any picketing, recognition of any picket line at the School District's premises, any strike, slowdown, or other refusal to render in full and complete services to the Board, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the District.

ARTICLE XVII - DURATION

17.1 Duration and Termination

This Contract will be a three (3) year contract which becomes effective July 1, 2013 and ends June 30, 2016.

In Witness thereof:

For the Jacksonville Instructional Support
Personnel Association, IEA-NEA

For the Board of Education
Jacksonville Community Unit
District #117

President
Saul Bartholomeu

President *Ken Heath*

Negotiations Chair
Janet K Herman

Secretary *Paul R Beard*

Date Signed: 6-16-2014

Date Signed: June 18, 2014

APPENDIX A

The Parties do hereby incorporate by reference the document which was initialed by the Parties' representatives on March 21, 2014 at 10:30 p.m. which contains the hourly rates to be paid to current bargaining unit employees, named therein, for the fiscal years 2013-2014, 2014-2015 and 2015-2016. In summary, these named employees shall receive a 3% increase for the 2013-2014 year in their respective hourly rates that were paid to them in 2012-2013; and a 2.25% increase for the 2014-2015 year; and, a 2.25% increase for the 2015-2016 year. The Parties agree that the above referenced document incorporated herein shall represent the best evidence of the hourly rate increases agreed to by the Parties for the named employees for the term of this Agreement.

APPENDIX B

Jacksonville Community Unit School District #117

Sick Leave Donation Form

I, _____ (donor), an educational support employee employed by Jacksonville Community Unit School District #117 do this date donate one sick leave day to _____ (recipient), an employee employed by Jacksonville Community Unit School District #117. Sick leave days are to be donated in full day equivalent increments only to full-time employees and half day increments only to half-time employees. The donated sick day will be deducted from the donor's accumulated sick leave only after the recipient uses it. The donation form will be returned to the donor if the sick leave day is not used before the end of the above-named recipient's contract year, this school year, or not needed.

I understand the determination of which donors' sick leave days will be transferred will be on the basis of when the completed donation form is received in the office of the Board of Education as recorded in a log kept therein. Those donations logged first will be transferred first.

Date

Donating Employee's Signature

OFFICE USE

Log Date _____

Sequence Number _____

APPENDIX C - Form

Grievance Report

Date of Grievance: _____

A. Statement of Grievance:

B. Applicable Contract Provisions or Section(s) of Board Policy:

Including but not limited to:

C. Remedy Sought:

Further, the affected employee(s) be granted any other remedy necessary to make the grievant whole; the Employer cease and desist violating said Contract Provisions; and, any and all other appropriate remedies.

Date Grievance Filed

Association Grievance Chairperson