

CONTRACTUAL AGREEMENT

between

**BOARD OF EDUCATION OF MOLINE-COAL VALLEY
UNIT SCHOOL DISTRICT No. 40**

and

**MOLINE EDUCATIONAL
SUPPORT PERSONNEL ASSOCIATION
(MESPA)**

**For The 2022-2023 School Year
For The 2023-2024 School Year
&
For The 2024-2025 School Year**

Also available online at www.molineschools.org

TABLE OF CONTENTS

	Page
ARTICLE I Recognition.....	1
A. Recognition and Definition of Bargaining Unit.....	1
B. Employees Defined.....	1
C. Part-Time Employees.....	1
ARTICLE II Effect of the Agreement	1
A. Complete Understanding	1
B. Severability	1
C. Management Rights	2
D. Waiver of Additional Bargaining.....	2
E. No Strike	2
ARTICLE III Association Rights	2
A. Notice of Meetings.....	2
B. Bargaining Information.....	2
C. Dues Deduction.....	3
D. Association Rights	3
ARTICLE IV Collective Bargaining Procedures	3
A. Commencement of Negotiations.....	3
B. Mediation	4
C. Preparation of Contract	4
D. Tentative Agreements	4
ARTICLE V Evaluation Procedures.....	4
A. Evaluation Instrument	4
B. Evaluation Procedures	4
C. Written Evaluations	5
D. Evaluation Rebuttal.....	5
E. Personnel File Copy.....	5
F. Evaluation Procedure Update Plan	5
ARTICLE VI Grievance Procedure.....	5
A. Definitions.....	5
B. Informal Procedures.....	6
C. Formal Procedures	6
D. General Provisions.....	7
ARTICLE VII Employee Discipline	8
A. Suspensions Without Pay.....	8
B. Association Rights	8
C. Probationary Period	8
D. Dismissal.....	8
ARTICLE VIII Assignments, Transfers and Vacancies.....	8
A. Voluntary Transfers	8
B. Involuntary Transfers.....	9
C. Posting of Vacancies.....	9

ARTICLE IX Seniority In Reduction of Force.....	9
A. Seniority Defined	9
B. Reduction in Force and Recall of One-to-One, Grant-Funded, and Overload Paras....	10
C. Seniority List.....	11
D. Recall Rights.....	11
ARTICLE X Leaves	12
A. Sick and Personal Leave	12
B. Court Service Leave.....	12
C. Family and Medical Leave.....	13
D. Extended Leave Without Pay and Benefits	13
E. Bereavement Leave.....	13
F. Association Leave	13
G. Maternity/Parental/Adoptive Leave (Without Pay)	13
H. On the Job Injury Leave.....	14
ARTICLE XI Salary Schedule and Fringe Benefits	14
A. Salary Schedules	14
B. Pay Periods.....	14
C. New Staff Member Orientation	15
D. School Schedule Changes	15
E. Work Schedules	15
F. Insurance Coverage.....	15
G. I. M. R. F.....	18
H. Travel Allowance.....	18
I. Safety and/or Emergency Early Release.....	18
J. Tuition Reimbursement	18
K. In-service Training.....	18
L. Damage or Loss of Clothing or Personal Property	19
M. Damage to Vehicles	19
N. Early Retirement Incentive	19
ARTICLE XII Labor Management Committee.....	19
ARTICLE XIII Duration of Agreement	20
Appendix "A"	21
Salary Schedules	22

ARTICLE I

Recognition

A. Recognition and Definition of Bargaining Unit

The Moline-Coal Valley Board of Education recognizes the Moline Educational Support Personnel Association - IEA/NEA, (MESPA) hereinafter referred to as the "Association" as the exclusive and sole negotiating agent for all full-time and regular part-time (four hours or more per day, a minimum of twenty regularly scheduled hours per week) paraprofessionals, assistants, monitors, Digital Learning Support Assistant and other similar positions. The employees in these positions will be covered by this agreement. All supervisory, managerial, short-term, and confidential employees as defined by the Act will be excluded from this Agreement.

B. Employees Defined

Employees within the bargaining unit defined in Section A of this article will be hereinafter referred to as "employees."

C. Part-Time Employees

As respect to part-time employees, all economic benefits, except as specifically stated in the Agreement, shall be prorated to the actual, regularly scheduled hours worked per day. This shall include but not be limited to, compensation, fringe benefits, sick leave, and personal leave.

ARTICLE II

Effect of the Agreement

A. Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto. The terms and conditions may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in a written amendment.

B. Severability

If any provision of this Agreement should be found contrary to law by a court of competent jurisdiction, such provision or application will be deemed invalid but all other provisions hereof not affected by such invalidation will continue in full force and effect.

C. Management Rights

The Board retains all functions, rights and powers or authority of the Board which are not specifically limited by the express language of this Agreement.

D. Waiver of Additional Bargaining

The parties acknowledge that during the negotiations that resulted in this Agreement, each party had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or the specific agreement of the parties and that the understanding and agreement arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement except as may be modified by statutory change after ratification of this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

E. No Strike

During the term of this Agreement and any extension thereof, no employee covered by this Agreement, nor the Association, nor any person acting on behalf of the Association, will ever or at any time engage in, authorize, or instigate any strike, slowdown or other refusal to render full and complete services to the Board.

ARTICLE III

Association Rights

A. Notice of Meetings

All Board of Education notice of meetings will be accessible through the District website, www.molineschools.org. This information will include the agenda and the public minutes from the previous meetings at least twenty-four (24) hours prior to the scheduled time of the meeting.

B. Bargaining Information

Each year the fiscal year budget and audited financial statement will be accessible through the District website, www.molineschools.org. In addition to the financial information, all Board of Education meeting agendas and minutes will include names, positions, and effective dates of new hires and change assignments. The Human Resources Office will provide a monthly listing of educational support personnel for those regularly scheduled

employees with twenty (20) or more hours per week. The listing will designate employees with changes.

C. Dues Deduction

The Board will deduct from each employee's pay the dues of the Association and of its affiliated organizations, provided the employee has previously executed an authorization for such deductions and provided that such deductions will not vary in amount from paycheck to paycheck. The Board will deduct one-fourteenth (1/14) of such dues from the regular salary check of the bargaining unit member each month for seven (7) months beginning in October and ending in May of each year. The authorizations are continuous and will remain in effect from year to year unless the employee, upon notifying the Association President and the District Business Office, revokes said authorization between September 1 and September 15 or between January 1 and January 15 of any year. Such authorization will be deemed to be automatically revoked upon termination of employment. All dues authorizations will be effective no later than fifteen (15) days following receipt by the Board of Education. All dues deducted by the Board will be remitted to the Association in accordance with Board policy, and the Association will, in accepting such dues, agree to hold harmless the Board for all actions taken pursuant to this section so long as the Board has complied with its obligations imposed by this section.

D. Association Rights

The Association shall have the right to use school bulletin boards, the inter-district school mail system, and to hold meetings in school buildings with no unreasonable charge and that duly authorized representatives of the Moline Educational Support Personnel Association shall have the right to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE IV

Collective Bargaining Procedures

A. Commencement of Negotiations

Negotiations on a successor contract shall begin not earlier than May 15 and not later than June 15 in the year in which this contract terminates unless both agree to an alternative date.

B. Mediation

1. If agreement is not reached on all items within forty-five (45) days of the commencement of the school year and all items sought to be negotiated have been thoroughly explored without reasonable expectation of reaching agreement, either party may declare to the other, in writing, that an impasse exists and call for the appointment of a mediator in accordance with Section B (2) of this article. If the Illinois Labor Relations Board invokes mediation within fifteen (15) days of the scheduled start of the school year, a mediator will be appointed in accordance with Section B (2) of this article.
2. When an impasse is declared or the Illinois Educational Labor Relations Board invokes mediation, a mediator will be selected by the parties from the staff of the Federal Mediation and Conciliation Service. If the Federal Mediation and Conciliation Service is unable for any reason to provide a mediator within a reasonable time after being so requested, the parties will select a mediator from a list to be supplied by the American Arbitration Association. The cost of the mediator, if any, will be shared equally by the Board and the Association.

C. Preparation of Contract

Within sixty (60) days after this agreement is signed, the Board will prepare sufficient number of copies of the Agreement, the cost of preparation to be shared equally between the Board and the Association.

D. Tentative Agreements

Tentative agreements will be subject to ratification by the Association and the School Board. After ratification by both parties, the School Board and the Association will sign the Agreement.

ARTICLE V

Evaluation Procedures

A. Evaluation Instrument

The regularly employed evaluation form and/or instrument shall be made known to the employees at the time of hire.

B. Evaluation Procedures

Each employee shall be evaluated at least every two (2) years. Evaluations shall be based on formal and informal observations of an appropriate duration by the administrator and/or written reports from other involved individuals acting in supervisory roles. The conference

to discuss the final "Evaluation Report" shall be performed (and signed) by the building administrator within three (3) days after the formal observation.

C. Written Evaluations

The evaluator shall furnish the employee with a copy of the written evaluation. Evaluation materials put into the employee's file must be signed and dated. The signature shall not necessarily indicate agreement with the content, but shall indicate that the employee has seen and discussed said material.

D. Evaluation Rebuttal

The employee shall put any objections to or explanation of the evaluation in writing and give them to the evaluator or his designee within five (5) days of the employee's receipt of the formal evaluation for attachment to the evaluation. A copy of all formal written evaluations and any objection or explanation submitted by the employee shall be placed in the employee's official personnel file.

E. Personnel File Copy

A copy of all formal written evaluations and any attached written objections shall be placed in the employee's official personnel file.

F. Evaluation Procedure Update Plan

The Board, Administration, and Association hereby agree that a meaningful evaluation process is essential so that employees are able to receive timely feedback and assistance necessary in their journey to continuously improve. To ensure that individual employees receive timely feedback and assistance through a meaningful evaluation process, all parties agree to establish an Evaluation Joint Committee consisting of MESPA members, the Assistant Superintendent for Administration and Human Resources and other selected administrators. The Evaluation Joint Committee will begin work on updating the evaluation procedure no later than January 1, 2023.

ARTICLE VI

Grievance Procedure

A. Definitions

1. Any written claims by the Association or an employee that there has been a violation, misinterpretation, or misapplication of the specific terms of this Agreement will be a grievance.

2. As used in this article, the term “days” will mean days on which the school is in session or during summer vacation days when the business office is open.

B. Informal Procedures

1. The parties hereto acknowledge that it is usually most desirable for an employee and the employee’s immediately involved supervisor to resolve problems through free and informal communications. If, however, the informal process fails to satisfy the employee or the Association, a grievance may be processed as follows:

C. Formal Procedures

1. **Step One:** The employee or the Association will present the grievance in writing to the immediately involved supervisor. Such grievance will be submitted within ten (10) days following the occurrence complained of or within ten (10) days of when such occurrence should reasonably have become known, or within ten (10) days following the meeting at the informal step. The supervisor will arrange for a meeting to take place within ten (10) days after receipt of the grievance to discuss the claim. Within ten (10) days of the meeting, the employee and the Association will be provided with the supervisor’s written response.
2. **Step Two:** If the grievance is not resolved at Step One, then the Association may refer the grievance in writing to the Superintendent or designee within ten (10) days after receipt of the Step One answer. The Superintendent or designee will arrange for a meeting to take place within ten (10) days of receipt of the appeal. Within ten (10) days of the meeting, the employee and the Association will be provided with the written response of the Superintendent or designee.
3. **Step Three:** If the Association is not satisfied with the disposition of the grievance at Step Two, the Association may refer the grievance in writing along with any other written documents, arguments or testimony in support of the grievance to the Board within ten (10) days after receipt of the Step Two answer. The Board will review the grievance and provide a written response to the employee and the Association within twenty (20) days after the next regular meeting following the submission of the grievance.
4. **Step Four:** Only the Association may submit the grievance to binding arbitration. If the Association is not satisfied with the disposition of the grievance at Step Three, the American Arbitration Association will act as the administrator of the proceedings. If a written demand for arbitration is not filed within ten (10) days of the date for the Step Three response, then the grievance will be deemed withdrawn. The arbitrator will base his decision solely upon his interpretation of the meaning or application of the specific terms of this Agreement to the facts of the grievance presented. The arbitrator will have no power to alter, amend, modify or add to the terms of this Agreement.

D. General Provisions

1. Each party will bear the full costs of its representative. The cost of the arbitrator and the American Arbitration Association will be divided equally between the parties. If either party requests a transcript of the proceedings, that party will bear full costs for that transcript. If both parties order a transcript, the cost of the transcript will be divided equally between the Board and the Association.
2. When the employee requests to be represented by the Association, an Association representative has the right to participate in the processing of a grievance at any step. No employee will be required to discuss any grievance if an Association's representative is not present.
3. When an employee is not represented by the Association, the Association has the right to have a representative present to state its views at any formal step of the grievance procedure. At Steps Three and Four of the grievance procedure, such views will be stated in writing.
4. If an employee is required by the Board to be involved in a meeting involving the grievance during school hours, he will be excused for such purposes without loss of pay.
5. A grievance may be withdrawn at any level without establishing a precedent and, if withdrawn, will be treated as though never having been filed.
6. The failure of the employee or Association to act within the time limits set forth will preclude further appeal of the grievance. Upon failure of the Board to meet the time limits prescribed in this article, the grievance will be advanced to the next highest level. Time limits specified may be extended by mutual written agreement.
7. No reprisals will be taken for the processing or participation in any grievance.
8. All records related to the grievance will be filed separately from the personnel files of the employee.
9. By mutual agreement, any step of the grievance procedure may be bypassed.
10. Grievances involving one or more supervisors and grievances involving an administrator above building level may be initially filed by the Association at Step Two.
11. By mutual written agreement, the Expedited Arbitration Rules of the American Arbitration Association may be utilized.

ARTICLE VII

Employee Discipline

A. Suspensions Without Pay

No employee will be suspended without pay except for cause.

B. Association Rights

If an employee is required to meet with the Superintendent or his/her designee or Board, and in the opinion of the Superintendent or his/her designee or Board, such meeting could result in the dismissal of the employee (except in a case of Reduction in Force) or suspension, prior notice will be given to the employee, and the employee will have the option of having a representative of the Association present.

C. Probationary Period

Each employee shall serve a probationary period of ninety (90) calendar days after which such time the employee, if dismissed for reasons other than reduction-in-force, shall be entitled to a meeting with the Superintendent to discuss the reasons for the dismissal.

D. Dismissal

Prior to dismissing a non-probationary employee for reasons other than reduction in force, said employee shall be given the reasons for dismissal in writing and shall be entitled to a meeting with the Superintendent to discuss the reasons for the dismissal. If the employee is not satisfied with such meeting, the employee may request a meeting with the Board of Education at which meeting the employee may present evidence as to why he or she should not be dismissed. At both meetings, the employee shall have the right to have a representative of the Association present.

ARTICLE VIII

Assignments, Transfers and Vacancies

A. Voluntary Transfers

Employees will be given an opportunity to request transfer to a vacancy that becomes open. A written transfer request, stating reasons for transfer, will be made both to the appropriate central office administrator and the Superintendent and will be approved in their sole discretion. Requesting a transfer to a posted position does not entitle the employee to transfer to that position. Any employee interested in applying for a vacancy, upon notification that he/she has been awarded the new position, must resign his/her current position. This resignation, to take another position with the bargaining unit, will not result

in a loss of accumulated sick leave days, based upon a prorated equivalency, or other benefits. Seniority will transfer and accumulate across categories.

B. Involuntary Transfers

Any employee who is to be involuntarily transferred will be given an opportunity upon request to meet with the Superintendent or designee to review the reason(s) for such transfer. Seniority accumulated in any category will transfer with the employee. The involuntary transfer will not result in a loss of accumulated sick leave days, based upon a prorated equivalency, or other benefits.

C. Posting of Vacancies

The Board will post notices of any vacancy which occurs in the bargaining unit in the Human Resources Office at the District Administration Center and district attendance centers and through District emails. Permanent and temporary positions that come open during the school year shall be posted and filled as quickly as possible with any eligible candidate. The parties recognize that temporary positions are considered one-to-one paraprofessionals, grant funded paraprofessionals and overload paraprofessionals who are employed for a specific purpose or under specific conditions only for so long as such specific purpose or specific conditions exist. Prior to the filling of such position a substitute may be hired temporarily.

To be considered for any listed position, an employee must have a completed transfer request on file within (5) working days of their time of posting. As used herein, vacancy will mean a regular or temporary full-time or regular or temporary part-time position that has been newly created or that becomes vacant because the employee holding that position has left that position.

To be considered for any listed position, an employee must have a completed transfer request on file within (5) working days of their time of posting. As used herein, vacancy will mean a regular full-time or regular part-time position that has been newly created or that becomes vacant because the employee holding that position has left that position.

ARTICLE IX

Seniority In Reduction of Force

A. Seniority Defined

Length of continuous service in the District as utilized in Section 10-23.5 of the *School Code* will be defined as follows:

1. Years of continuous service as an employee in the District as described in Section C of this article. Time on unpaid leaves of absence of more than ninety (90)

consecutive working days will not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of continuous service.

2. If total continuous service as an employee in a category is equal between two or more employees, then the order of dismissal and/or recall will be determined by total continuous service as an employee with the District. (Such service will be computed as described in Section A (1) of this article.)
3. If a tie remains after the application of the above procedures, the order of dismissal and/or recall will be decided by the following:
 - a. the date of the Board of Education Meeting at which employee was appointed to continuous service, then by
 - b. the authorization date as contained on the Moline Public Schools Employment/Staff Change Form, then by
 - c. the date the Employment Eligibility Verification (Form I-9) was completed by the applicant, then by
 - d. the date the employment TB test was received in the Human Resources Office, then by
 - e. the date the applicant completed the Criminal History Background Investigation Request Form, then by
 - f. the date of the employment application on which continuous service is based, then by
 - g. the use of information, in writing, which will establish documentation to determine a break in identical cases.

B. Reduction in Force and Recall of One-to-One Paraprofessionals, Grant-Funded Paraprofessionals and Overload Paraprofessionals

The parties recognize that, under the terms of their contract, one-to-one paraprofessionals, grant funded paraprofessionals and overload paraprofessionals are employed for a specific purpose or under specific conditions only for so long as such specific purpose or conditions exist. If such paraprofessionals is released under the terms of his/her contract, the paraprofessionals shall be placed in a recall pool for fourteen (14) months. If, during such fourteen (14) month period, a vacancy occurs in a one-to-one grant-funded or overload position or such position otherwise becomes available, qualified paraprofessionals in the recall pool will be given first consideration for such position. Those employees who are placed in the recall pool will maintain their seniority for up to fourteen (14) months from the date of their release.

C. Seniority List

By February 1 annually, the Board will publish a seniority list which is prepared according to the provisions herein for each of the following employee categories:

Category 1 - Breakfast & Lunchroom Assistants, Hall Supervisory Assistants, Office Clerks, Parent Coordinator I, and Personal Care Attendants.

Category 2 - Academic Behavior Support Paraprofessionals, Accompanists, Alternative Education Paraprofessionals, At-Risk Paraprofessionals, Bilingual Paraprofessional, Digital Learning Support Assistant, Ed Tech Support Paraprofessionals, Hall Security, Library/Media Paraprofessionals, Parent Coordinator II, Preschool Paraprofessionals, Reading/Math Interventionist Paraprofessionals, Security Paraprofessionals, Special Education Paraprofessionals, Standard Classroom Paraprofessionals, and Title I Paraprofessionals

Category 3 - Health Professionals (RN)

This list will be posted in the employee's lounge of each building. The list will include the employee's responsibility to respond to any discrepancies. Each employee shall have fourteen (14) calendar days thereafter to file written objections to his/her ranking. An employee's failure to make a timely objection shall be deemed an acceptance of the ranking, and the employee cannot thereafter challenge his/her seniority until the following school year.

These categories are created for the purpose of establishing seniority and determining Reduction-In-Force (RIF) order. The categories do not always directly correspond with wage categories.

D. Recall Rights

To be eligible for recall after a reduction-in-force, the honorably dismissed employee must provide the Board, in writing, prior to the last day of the school term of dismissal, the address where the employee may be reached. The employee must notify the Board in writing, within fourteen (14) calendar days of mailing or within seven (7) calendar days of receipt of the offer, whichever shall first occur, of the acceptance or rejection of any vacant position offered to the employee during the recall period to remain eligible for recall. Any employee who fails to notify the Board of his/her acceptance or rejection of a tendered position within the timelines set forth above shall be deemed to have waived his/her recall rights and shall no longer be eligible for any other vacant positions that become available within the recall time period. In addition to any statutorily required right to recall during the period of time they are eligible for recall, all honorably dismissed employees shall be given first consideration for re-hire to any vacant position outside of their category and classification within the bargaining unit for which they are qualified. Those employees who are placed in the recall pool will maintain their seniority for up to fourteen (14) months from the date of their release.

ARTICLE X

Leaves

A. Sick and Personal Leave

Educational support personnel, who are recognized under Article I, Section A, of this Agreement, shall be entitled to eleven (11) sick days for the 2022-2023 school year, thirteen (13) sick days for the 2023-2024 school year, and fourteen (14) sick days beginning with the 2024-2025 school year. Sick leave shall be defined by the School Code.

Sick leave shall be allowed to accumulate without limit. When illness requires an employee to be absent for three (3) or more days, a written statement from the employee's physician, and/or mental healthcare provider, verifying the physical or mental health condition is required. Employees may only use sick leave during the standard school year and cannot use sick leave during the summer term.

Educational support personnel, who are recognized under Article I, Section A, of this Agreement, are entitled to four (4) personal business days beginning with the 2022-2023 school year. Personal business days will accumulate to six (6) days and any additional personal business days will roll to sick leave. Personal business leave may be used for the purpose of emergencies and to conduct business that cannot be conducted on any day when school is not in session. Personal business leave shall not be used to receive remuneration. The day immediately preceding or immediately following a legal holiday or school recess shall not be recognized as a personal business leave day, except in case of emergency. All employees shall submit a completed Personal Business Leave Form three (3) days in advance to the building principal, except in the case of emergency.

B. Court Service Leave

1. Non-Employment Related

Leave shall be granted without pay for an employee who is directed by a subpoena issued by the clerk of a court to appear as a witness upon trial, or to have a deposition taken in any matter pending in court.

2. Employment Related

In the event an employee is required to appear in court on behalf of the School District, the employee shall be compensated at his/her regular rate of pay. The District shall, however, only compensate the employee the difference between the amount paid by the court for such duty (less reimbursed expenses incurred by the employee, such as travel) and the employee's regular daily rate of pay upon verification of a court record that the employee received less than his/her regular pay for the court duty. There shall be no penalty for an employee because of absence due to jury duty. Therefore, the employee will receive his/her regular pay;

however, the employee must remit to the District the jury duty fee paid to him/her by the county. In the event the jury duty fee is higher than the employee's regular day's pay, the employee will keep the jury fee and not receive the regular day pay from the District.

C. Family and Medical Leave

See Board of Education Policy 5:185.

D. Extended Leave Without Pay and Benefits

Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of the medical disability. No extended leave shall be granted to extend beyond the employee's scheduled work year without approval by the appropriate central office administrator. Seniority will not accumulate while on extended leave.

E. Bereavement Leave

A maximum of five (5) days of leave without loss of pay shall be granted upon the death of a relative of the employee or the employee's spouse. The Assistant Superintendent for Administration and Human Resources or his/her designee may allow up to three (3) days leave for the death of a close friend or death of an immediate family member of a close friend. The maximum limits may be extended upon application and approval of the building principal and the Assistant Superintendent for Administration and Human Resources or his/her designee. Bereavement leave need not be taken on successive days. Bereavement leave shall include leave for any business-related responsibilities. Further, such leave shall not reduce the total number of accumulated sick leave days.

Probationary employees shall be entitled to bereavement leave in the event of the death of an immediate family member as specified in Article X, Section A, paragraph 1 of this agreement.

F. Association Leave

The Association will be granted paid leave of up to seven (7) days each year to attend State, National or Regional meetings or trainings. The Association President will provide ten (10) days advance written notification of the use of such leave to the Superintendent or his/her designee unless there is a mutual agreement to waive the ten (10) days.

G. Maternity/Parental/Adoptive Leave (Without Pay)

A non-probationary employee covered by this Agreement may be granted an unpaid leave of absence not to exceed one and one-half (1-1/2) years for the birth or adoption of a child. Sick leave shall not accumulate while on such leave. Seniority will not accumulate while on such leave.

H. On the Job Injury Leave

Absence due to injury caused in the course of the employee's employment shall not be charged against the employee's sick leave days and further, the Board shall pay such employee the difference between his/her salary and benefits received under the Illinois *Workers' Compensation Act* up to one hundred eighty (180) employee employment days. The Board payments are contingent on the employee having worked three (3) or more continuous years up to the date of injury caused in the course of that employee's employment and provided such injury is covered under the Illinois *Workers' Compensation Act*.

ARTICLE XI

Salary Schedule and Fringe Benefits

A. Salary Schedules

The basic rates of pay for employees in these categories are set forth in the wage list represented in the Salary Schedules at the end of this agreement.

B. Pay Periods

All employees in these categories shall be paid one-half (1/2) month after the close of each work period. Employees are paid twice monthly, on the 15th or on the last working day prior to the 15th, and on the last working day of the month, or in December, as soon as feasible, but within nine (9) workdays (days that are scheduled to be worked in the District). Employees hired before the start of the school year will be paid over a 10 month period (September through June), in equal amounts based on their position budgeted hours. Employees who start after the start of the school year will be paid equally over the remaining months of the school year, in equal amounts based on their position budgeted hours.

C. New Staff Member Orientation

New employees will receive at least one (1) hour paid orientation on District procedures. This shall occur within twenty (20) student attendance days of their first day of work.

D. School Schedule Changes

The Association will be notified of any changes in school schedules (work days) as soon as possible. The impact of any changes to a school schedule (work days) shall be bargained between the Association and the Board.

E. Work Schedules

Employees shall be paid for all scheduled work for which the employee has signed in and out in accordance with Board policy. Additional work may be assigned on occasion by the building administrator with the prior approval of the appropriate central office administrator.

Compensation for authorized additional work up to forty (40) hours per week shall be at the scheduled hourly rate of pay. Additional work beyond forty (40) hours shall be compensated at one and one-half (1 1/2) times the scheduled hourly rate.

Employees are to be in attendance/paid when students are in attendance. Computer labs will be closed the last three (3) hours on the last day of attendance for the purpose of cleaning and getting labs ready for summer classroom cleaning. Exceptions may be for grant-specific funded positions.

Health Professionals will be allowed to work for up to four (4) hours prior to the first day of attendance with prior approval of the Head Nurse and Assistant Superintendent for Administration and Human Resources.

F. Insurance Coverage

After the employee has satisfied the completion of ninety (90) calendar days as an employee, he/she may be eligible for District group health insurance coverage in accordance with the following parameters. In addition to the following, employees must also meet the eligibility criteria of the District's group health plan in order to enroll.

1. Single Coverage

a. Eligibility:

- An employee who is regularly scheduled to work at least twenty-five (25) hours per week shall be eligible to purchase Single health insurance coverage under the District's group health plan.
- An employee who is regularly scheduled to work less than twenty-five (25) hours per week is not eligible for health insurance coverage through the District's group health plan.*

b. Cost of Coverage (Premium):

- An employee who is regularly scheduled to work at least twenty-five (25) hours per week who enrolls in such plan in accordance with the Eligibility criteria above, shall do so at his/her own cost. The District does not contribute towards coverage.

- An employee who is regularly scheduled to work at least thirty (30) hours per week who enrolls in Single coverage in accordance with the Eligibility criteria above, shall pay \$148.72 per month towards the cost of coverage for the calendar year 2022 for eight (8) months (excluding June, July, August and September) of each year. The District shall pay the balance of the premium cost.
- The employee contribution listed herein may be tax sheltered by completing the Flexible Benefits Plan enrollment form for Premium Conversion.
- The District's Insurance Committee will determine the Single coverage premiums and employee cost rates for future years of this Agreement. The new premiums will be effective January 1st for each calendar year period.

2. Family Coverage (Grandfathered Groups Only)

a. Eligibility:

- Employees hired prior to July 1, 2015, who are regularly scheduled to work at least thirty (30) hours per week and who are currently enrolled in Family coverage under the District's group health plan may continue to enroll in Family coverage during the term of this Agreement.
- If the enrolled employee drops Family coverage at any point during the term of this Agreement, he/she will not be eligible to re-enroll in Family coverage in the future (unless re-enrollment is otherwise required by the terms of the group health plan).
- No Employee covered by this Agreement who was hired after June 30, 2015, is eligible to purchase Family coverage under the District's group health plan.

b. Cost of Coverage (Premium):

- Employees hired prior to the 2012-2013 contract year who enroll in Family coverage in accordance with the Eligibility criteria above shall contribute \$901.30 per month towards the cost of coverage for the calendar year 2022.
- Employees hired after the start of the 2012-2013 contract year through June 30, 2015, who enroll in Family coverage in accordance with the Eligibility criteria above shall pay \$1,092.21 per month towards the cost of coverage for the calendar year 2022.
- The employee contribution listed herein may be tax sheltered by completing the Flexible Benefits Plan enrollment form for Premium Conversion.

- The District's Insurance Committee will determine the Family coverage premiums and employee cost rates for future years of this Agreement. The new premiums will be effective January 1st for each calendar year period.

3. Dependent Coverage

a. Eligibility:

- Employees who are regularly scheduled to work at least thirty (30) hours per week shall be eligible to purchase Dependent health insurance coverage under the District's group health plan.
- An employee who is regularly scheduled to work less than thirty (30) hours per week is not eligible for Dependent health insurance coverage through the District's group health plan. *
- Dependent health insurance coverage under this paragraph is defined as coverage meeting the requirements for offers of coverage under the Affordable Care Act (Section 4980H of the *Internal Revenue Code*). Coverage for an employee's spouse is not included in this level of coverage.

b. Cost of Coverage (Premium):

- An employee who enrolls in Dependent coverage in accordance with the Eligibility criteria above, shall pay full cost coverage of \$1,814.09.20 per month towards the cost of coverage for the calendar year 2022. The District will continue to contribute to the cost of single coverage, as defined in Section F.1.b above, with the employees paying the difference.
- The employee contribution listed herein may be tax sheltered by completing the Flexible Benefits Plan enrollment form for Premium Conversion.
- The District's Insurance Committee will determine the Dependent coverage premiums and employee cost rates for future years of this Agreement. The new premiums will be effective January 1st for each calendar year period.

4. Miscellaneous

- a. The Association President and/or his or her designee shall serve as a non-voting representative on the District's Insurance Committee.
- b. Medical insurance for individuals serving in temporary positions for one or more years will not be termed for the month of August.

- c. All new employees hired for the 2008-2009 contract year and thereafter, are not eligible for any health insurance program benefits upon retirement with less than fifteen (15) years of service. Eligible bargaining unit members hired after July 1, 2008, who have at least fifteen (15) years of service in the District, will be eligible for continued health insurance program benefits at full cost. This benefit payment shall continue for a maximum of ten (10) years or until the employee is eligible for Medicare, whichever occurs first, effective upon agreement.**

* In the sole discretion of the District, Single and Dependent coverage may be offered by the District if the employee otherwise averages at least 30 hours of work per week (130 hours/month) based upon the District's method for counting hours in accordance with the Affordable Care Act (26 USC 4980H).

** Nothing herein is meant to interfere with any requirements that may be set forth by law for health insurance continuation.

G. I. M. R. F.

Employees who are in positions where they are normally required to work six hundred (600) or more hours in the work year are required by law to participate in the Illinois Municipal Retirement Fund (I.M.R.F.). Consequently, the employer is required by law to withhold four and one-half percent (4 1/2%) as the employee's contribution to the plan. The School District contributes to the I.M.R.F. program according to State statute.

H. Travel Allowance

Travel allowance shall be allowed for those employees who are approved to drive their personal vehicle for job required activities at the same mileage rate established in Board policy for all other employees.

I. Safety and/or Emergency Early Release

In the event that a building must close early, due to a safety or emergency issue as determined by the employer, employees in attendance that day will be paid their regular daily rate of pay and benefits, provided such time is not rescheduled.

J. Tuition Reimbursement

If an employee is required to take training/courses, they shall be reimbursed for the cost of the training/course and the time spent taking the training provided prior written approval is granted by the Superintendent or his/her designee.

K. In-Service Training

If an employee is required to attend any informational or in-service session outside the employee's normal workday, the Board shall pay the appropriate rate of pay. The Board will allow for MESPA to hold an organizational meeting prior to the District's meeting on the first day of school. In addition, employees will be required to attend the 1st Day

Institute and the Winter Institute for a minimum of six (6) hours. Those employees, working more than six (6) daily hours, will work their regularly scheduled hours on both Institute Days.

L. Damage or Loss of Clothing or Personal Property

Where reasonable precaution is taken and proof of loss is provided, the Board of Education will reimburse employees for loss, damage or destruction of clothing or personal property resulting from theft and/or vandalism while on duty in the school or on school premises to a maximum of one hundred seventy-five (\$175) dollars. Personal property will only be covered if brought with the principal's approval for related job duties. Loss of cash will only be covered up to twenty-five (\$25) dollars provided proof of loss is given and a police report is filed.

M. Damage to Vehicles

Where reasonable precaution is taken and proof of loss is provided, the Board of Education will reimburse employees for loss, damage, or destruction of vehicles while on duty in the school or on school premises up to a maximum of one hundred seventy-five (\$175) dollars per incident or the insurance deductible, whichever is lower, provided the following conditions are met:

1. Police report filed and copied to the District;
2. Insurance claim filed and copied to the District;
3. Vandalism-theft occurs on school property during work hours;
4. Vehicles are properly parked and secured; and
5. Evidence of forced entry for claims regarding property inside the vehicle.

N. Early Retirement Incentive

Any employee having twenty (20) or more years of continuous service who chooses to retire under Illinois Municipal Retirement Fund (IMRF) shall receive an additional one-time post retirement payment of \$4,000 paid within 60 days of retirement with a three (3) month notice prior to the last day of school to the district.

ARTICLE XII

Labor Management Committee

Once, within the first sixty (60) days of each semester, and on such other dates and times as the parties may mutually agree, equal numbers of representatives of the Board and the Association (not to exceed three (3) on each side) shall meet to discuss matters of mutual concern. The parties shall exchange proposed agendas of matters to be discussed at the meeting five (5) days prior to the meeting.

Appendix "A"

Category 1 Breakfast & Lunchroom Assistants, Hall Supervisory Assistants, Office Clerks, Parent Coordinator I, and Personal Care Attendant.

Category 2 Academic Behavior Support Paraprofessionals, Accompanists, Alternative Education Paraprofessionals, At-Risk Paraprofessionals, Bilingual Paraprofessionals, Digital Learning Support Assistant, Ed Tech Support Paraprofessionals, Hall Security, Library/Media Paraprofessionals, Parent Coordinator II, Preschool Paraprofessionals, Reading/Math Interventionist Paraprofessionals, Security Paraprofessionals, Special Education Paraprofessionals, Standard Classroom Paraprofessionals, and Title I Paraprofessionals

Category Two A

Category Two employees with 60 semester hours

Category Two B

Category Two employees with a Bachelor Degree

Category 3 Health Professionals (RN)

Category Five A

Category Five employees with Associate Degree

Category Five B

Category Five employees with a Bachelor Degree

1. A Category Two employee shall be able to advance to Category Two A, if the employee earns 60 semester hours at an accredited institution of higher learning and provides an official transcript before either the beginning of the school year or the beginning of the second semester. An employee shall be able to advance to Category Two B, if the employee earns a Bachelor's degree from an accredited institution of higher learning and provides an official transcript evidencing such degree before either the beginning of the school year or the beginning of the second semester of the school year. The employee shall be placed at Category A or B, as the case may be, at the beginning of the semester after which the employee presents the official certificate to the Assistant Superintendent for Administration and Human Resources.
2. Accompanists shall be placed in Category Two for the sole purpose of determining wages. Accompanists shall remain in the own Seniority/RIF categories.

Moline-Coal Valley School District No. 40
MESPA Salary Schedule

2022-2023 Salary Schedule											
		A	B	C	D	E	F	G	H	I	J
Category 1		\$14.22	\$14.71	\$15.17	\$15.67	\$16.21	\$16.74	\$17.29	\$17.84	\$18.62	\$18.79
Category 2		\$16.66	\$17.22	\$17.79	\$18.38	\$18.98	\$19.59	\$20.23	\$20.91	\$21.80	\$22.00
Category 2A	60 hrs./AA	\$17.00	\$17.56	\$18.13	\$18.72	\$19.35	\$19.97	\$20.63	\$21.32	\$22.24	\$22.45
Category 2B	BA/BS	\$17.18	\$17.72	\$18.30	\$18.91	\$19.53	\$20.17	\$20.84	\$21.53	\$22.46	\$22.67
Category 3		\$29.10	\$30.04	\$31.04	\$32.04	\$33.11	\$34.19	\$35.66	*	*	*
Category 3A	AA	\$29.67	\$30.64	\$31.66	\$32.67	\$33.76	\$34.87	\$36.36	*	*	*
Category 3B	BA/BS	\$29.97	\$30.95	\$31.97	\$32.99	\$34.07	\$35.22	\$36.72	*	*	*

Category 1: Breakfast & Lunchroom Assistants, Hall Supervisory Assistants, Office Clerks Parent Coordinator I and Personal Care Assistants. **Category 2:** Academic Behavior Support Paraprofessionals, Accompanists, Alternative Ed. Paraprofessionals, At-Risk Paraprofessionals, Bilingual Paraprofessionals, Digital Learning Support Assistant, Ed. Tech Support Paraprofessionals, Hall Security, Library/Media Paraprofessionals, Parent Coordinator II, Preschool Paraprofessionals, Special Education Paraprofessionals, Standard Classroom Paraprofessionals, and Title I Paraprofessionals. **Category 3:** Health Professionals-RN.

* Effective with this contract, the previous Category 3 – Accompanists will be included in Category 2. The previous Category 4- Health Professionals will become Category 3. Accompanist's hired prior to July 1, 2022, will be held harmless with this change. This change applies to wages and will not affect Seniority/RIF Categories.

Moline-Coal Valley School District No. 40
MESPA Salary Schedule

2023-2024 Salary Schedule											
		A	B	C	D	E	F	G	H	I	J
Category 1		\$14.79	\$15.30	\$15.78	\$16.30	\$16.86	\$17.41	\$17.98	\$18.55	\$19.36	\$19.54
Category 2		\$17.33	\$17.91	\$18.50	\$19.12	\$19.74	\$20.37	\$21.04	\$21.75	\$22.67	\$22.88
Category 2A	60 hrs./AA	\$17.68	\$18.26	\$18.86	\$19.47	\$20.12	\$20.77	\$21.46	\$22.17	\$23.13	\$23.35
Category 2B	BA/BS	\$17.87	\$18.43	\$19.03	\$19.67	\$20.31	\$20.98	\$21.67	\$22.39	\$23.36	\$23.58
Category 3		\$30.26	\$31.24	\$32.28	\$33.32	\$34.43	\$35.56	\$37.09	*	*	*
Category 3A	AA	\$30.86	\$31.87	\$32.93	\$33.98	\$35.11	\$36.26	\$37.81	*	*	*
Category 3B	BA/BS	\$31.17	\$32.19	\$33.25	\$34.31	\$35.43	\$36.63	\$38.19	*	*	*

2024-2025 Salary Schedule											
		A	B	C	D	E	F	G	H	I	J
Category 1		\$15.38	\$15.91	\$16.41	\$16.95	\$17.53	\$18.11	\$18.70	\$19.29	\$20.13	\$20.32
Category 2		\$18.02	\$18.63	\$19.24	\$19.88	\$20.53	\$21.18	\$21.88	\$22.62	\$23.58	\$23.80
Category 2A	60 hrs./AA	\$18.39	\$18.99	\$19.61	\$20.25	\$20.92	\$21.60	\$22.32	\$23.06	\$24.06	\$24.28
Category 2B	BA/BS	\$18.58	\$19.17	\$19.79	\$20.46	\$21.12	\$21.82	\$22.54	\$23.29	\$24.29	\$24.52
Category 3		\$31.47	\$32.49	\$33.57	\$34.65	\$35.81	\$36.98	\$38.57	*	*	*
Category 3A	AA	\$32.09	\$33.14	\$34.25	\$35.34	\$36.51	\$37.71	\$39.32	*	*	*
Category 3B	BA/BS	\$32.42	\$33.48	\$34.58	\$35.68	\$36.85	\$38.10	\$39.72	*	*	*

Category 1: Breakfast & Lunchroom Assistants, Hall Supervisory Assistants, Office Clerks Parent Coordinator I and Personal Care Assistants. **Category 2:** Academic Behavior Support Paraprofessionals, Accompanists, Alternative Ed. Paraprofessionals, At-Risk Paraprofessionals, Bilingual Paraprofessionals, Digital Learning Support Assistant, Ed. Tech Support Paraprofessionals, Hall Security, Library/Media Paraprofessionals, Parent Coordinator II, Preschool Paraprofessionals, Special Education Paraprofessionals, Standard Classroom Paraprofessionals, and Title I Paraprofessionals. **Category 3:** Health Professionals-RN.