

AGREEMENT

BETWEEN THE

**BOARD OF EDUCATION
ANTIOCH COMMUNITY CONSOLIDATED SCHOOL
DISTRICT 34
LAKE COUNTY, ILLINOIS**

AND THE

ANTIOCH SUPPORT PROFESSIONALS, IEA/NEA

for the school years

2018-2019

2019-2020

2020-2021

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ARTICLE 1
RECOGNITION AND DEFINITIONS

1.1 RECOGNITION AND DEFINITIONS

The Board of Education of Antioch District #34, Lake County, Illinois (hereinafter referred to as the "Employer" or the "Board") recognizes the Antioch Support Professionals IEA-NEA (hereinafter referred to as the "Association" or "ASP") as the sole and exclusive bargaining representative for all full-time and part-time regularly employed Aides; Bus Drivers; Library Media Assistants; Secretaries, (hereinafter referred to as "Employee") exclusive of all parent coordinators; custodians or maintenance staff; mechanics; lunch aides; cooks; cooks' helpers; nutri-kids managers; nurses; assistants to the district superintendent; assistant superintendents; human resources staff; business office staff; district office receptionist; technology specialists; supervisory, managerial, confidential, or temporary personnel as defined by the Illinois Educational Labor Relations Act.

- A. A "full-time" support staff Employee is one who is regularly scheduled to work at least thirty (30) hours per week.
- B. A "part-time" support staff Employee is one who does not meet the definition of a full-time support staff Employee.

ARTICLE 2
FRAMEWORK FOR COLLECTIVE BARGAINING

2.1 GOOD FAITH

The parties agree that their duly designated representative shall negotiate in good faith. Good faith, for the purpose of the Agreement, is defined as the willingness of both parties to meet, discuss the issues, and make proposals and counter proposals in an effort to reach an agreement.

2.2 AUTHORITY TO NEGOTIATE

Both parties agree that it is their mutual responsibility to confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, make counter proposals, and seek tentative agreements. Tentative agreements shall be reduced to writing and initialed and upon final agreement, the entire contract shall be submitted to the Association for ratification and subsequently to the Board for adoption.

2.3 NEGOTIATIONS PROCEDURE

Negotiations shall begin no later than March 1st of the year before the agreement ends. Issues of interest shall be presented by the Association and the Board of Education at the first meeting.

2.4 BARGAINING MEETINGS

The time and place for negotiations shall be established by mutual agreement between the parties.

2.5 ILLINOIS EDUCATIONAL LABOR RELATIONS ACT

All procedures and timelines established by the *Illinois Educational Labor Relations Act* (IELRA) with respect to negotiations shall be followed by both the Association and the Board.

2.6 MEDIATION

It is agreed that the parties will jointly request the Federal Mediation and Conciliation Service (FMCS) if either party to this agreement determines that the assistance of a mediator would be helpful. Should FMCS be unavailable, the parties shall immediately commence discussions as to a replacement. In the event that the parties cannot agree upon a replacement, the Illinois Educational Labor Relations Board shall be notified. Any mediator or mediation

administration costs incurred through mediation shall be shared equally by both parties.

2.7 IELRB JURISDICTION

Any issues regarding interpretation and/or implementation of Sections 2.1 through 2.6 shall be subject to the exclusive jurisdiction of the Illinois Educational Labor Relations Board (IELRB) in accordance with the IELRA and applicable rules, in lieu of the grievance procedure.

ARTICLE 3
GRIEVANCE PROCEDURE

3.1 DEFINITIONS

- A. Any claim by an Employee or the Association that there has been an alleged violation, misinterpretation, or misapplication of the terms of this Agreement shall be a grievance.
- B. For purposes of this Article, "days" shall mean days during which the Administrative Services Center is open (except for winter and spring breaks).
- C. Nothing contained herein shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- D. Failure on the part of the Employee and/or the Association to act within the time limits set forth shall be deemed a withdrawal of the grievance.
- E. Failure on the part of the Administration and/or the Board to act within the time limits set forth shall allow the Employee and/or the Association to proceed to the next step.
- F. Grievances beyond the scope of authority of immediate supervisors shall be filed directly with the Superintendent or designee at Step 2 of the procedure.

3.2 PROCEDURE

The parties hereto acknowledge that it is usually most desirable for an Employee and the immediately involved supervisor to resolve problems through free and informal communication. If, however, such informal processes fail to satisfy the Employee, a grievance may be formally processed as follows:

- A. Step 1: The grievant and/or the Association shall submit the grievance in writing within fifteen (15) days of the occurrence giving rise to the cause of the grievance, specifying the Article, Section, and/or Clause alleged to have been violated and stating the remedy sought, to the supervisor immediately involved. The supervisor shall arrange for a Step 1 meeting to take place with the grievant and a representative of the Association. Such meeting shall take place within ten (10) days after receipt of the grievance. The supervisor shall provide a written answer to the grievant

and the Association within ten (10) days after this meeting. This answer shall include the reasons for the decision.

- B. Step 2: If the grievance is not resolved at Step 1, the grievant and/or the Association shall submit the grievance to the Superintendent or the Superintendent's official designee within ten (10) days after the receipt of the Step 1 answer. The Superintendent or designee shall consult with the Board within thirty (30) days following receipt of the grievance at Step 2 or the next regularly scheduled Board meeting thereafter. Within ten (10) days following such consultation, the Superintendent or designee shall hold a Step 2 meeting with the grievant and a representative of the Association. The Superintendent shall provide a written answer to the grievant and the Association within ten (10) days after the meeting. This answer shall include the reasons for the decision.
- C. Step 3: Within thirty (30) days of its receipt of the Superintendent's written answer, the Association may appeal the decision of the Superintendent by submitting in writing to the American Arbitration Association (AAA), unless the parties mutually agree to use the Federal Mediation and Conciliation Service (FMCS), a demand that the matter be carried forward to final and binding arbitration. The Association shall provide a copy of any such demand to the Superintendent. The arbitrator shall be selected from a panel to be secured from AAA or, if mutually agreed to by the parties, the FMCS. The cost of the arbitrator and of his/her selection shall be shared equally by the Board and the Association.
1. The arbitrator shall have no power to alter the terms of this Agreement.
 2. Each party shall bear full cost for its representation in the arbitration process.
 3. If either party requests a transcript of the proceedings, that party shall bear the full cost for that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.

3.3 BY PASS

If the Association and the Superintendent agree, Step 1 of the grievance procedure may be bypassed and the grievance brought directly to Step 2.

3.4 CLASS GRIEVANCE

Class grievances involving one (1) or more Employees or one (1) or more supervisors and grievances involving an administrator above the building level may be initially filed by the Association at Step 2.

3.5 ASSOCIATION PARTICIPATION - EMPLOYEE REPRESENTED

No Employee shall be required to discuss any formal grievance if the Association's representative is not present. Any individual Employee or a group of Employees may at any time present grievances to their employer and have them adjusted without the intervention of the bargaining representative as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement then in effect, provided that the bargaining representative has been given an opportunity to be present at such adjustment.

3.6 GRIEVANCE WITHDRAWAL

A grievance may be withdrawn at any level without establishing precedent.

3.7 TIME LIMIT

The time limits specified in this procedure may be extended in any specific instance by mutual agreement in writing.

3.8 RECORD

All documents, communications, and records dealing with the processing of a grievance shall be maintained separate and apart from the Employee's personnel file.

ARTICLE 4
MANAGEMENT RIGHTS

The Board of Education retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Illinois and of the United States.

Except as provided in this Agreement, the Board hereby retains and reserves unto itself the following rights:

1. To execute managerial, organizational and administrative control of the District and its properties and facilities;
2. To direct the work of its Employees, determine the time and hours of operation, and determine the kinds and levels of services to be provided and the methods and means of providing those services, including entering into contracts with private vendors for services;
3. To hire all Employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, discipline, or dismissal, and to review, evaluate, promote, transfer and assign all such Employees;
4. To build, move or modify facilities; establish budget procedures and determine budgetary allocation; and take action on any matter in the event of an emergency; and
5. To establish standards of Employee conduct and maintain supervisory functions which shall, in the interest of the District and its Employees, promote effective school operations; to require Employees to adhere to established policies and practices; and to require of Employees ethical behavior at all times in addition to practicing sound judgment and consciously discharging their duties.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, in adoption of policies, rules, regulations and practices in furtherance thereof, and the uses of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement.

The Board's failure to exercise any rights hereby reserved to it, or its exercising any such function in a particular way, shall not be deemed a waiver of the Board's right to exercise such functions or preclude the Board from exercising the same in any manner not in conflict with the express provisions of the Agreement.

ARTICLE 5
EMPLOYEE RIGHTS

5.1 RIGHT TO ORGANIZE AND PARTICIPATE

Employees shall have the right to join, or not to join, the Association. The Board and Association shall not discriminate against any Employee for reason of membership or non-membership in the Association, participating in lawful negotiations with the Board, or the institution of any grievance or proceeding under the Agreement. Any issue regarding the interpretation and/or implementation of Section 5.1 shall be subject to the exclusive jurisdiction of the IELRB in accordance with the IELRA and applicable rules, in lieu of the grievance procedure.

5.2 INVESTIGATORY CONFERENCES

When an Employee is required to meet with an Administrator for an investigatory conference from which the Employee has a reasonable belief that discipline might result, the Employee shall have the right to request to have an Association representative present.

5.3 EMPLOYEE NOTIFICATION OF ASSIGNMENTS

By no later than August 15th, Employees shall be notified of their assignment for the upcoming school term (including daily start/end time, first and last date of work, hourly wage, and building/room assignment or route assignment). It is understood that such notice is subject to change based on a number of factors, which include, but are not limited to: changes in enrollment, late enrollments, changes in special education enrollment, emergency closures due to inclement weather, building construction, attendance reconfiguration, a vacancy created by death, disability, resignation, dismissal or the leave of absence of another Employee. In the event of any changes of assignment, the Employee affected shall be notified promptly.

5.4 EMPLOYEE PRIVACY

Employees shall have the right to receive mail from the Association in Employees' mailboxes, subject to the hold harmless provision appearing in Section 6.9, *Bulletin Board, Mail Facilities, and Mailboxes*, of this Agreement. The Association (and individual Employees) shall not use the mailboxes for the purpose of engaging in "prohibited political activity" as that term is defined and applied under the *State Officials and Employees Ethics Act. 5 ILCS 430/1-1*.

5.5 EMPLOYMENT ELSEWHERE

Any Employee has the right to make application for a position in another school district while still employed with the Board.

5.6 REQUEST FOR VERIFICATION OF SERVICE

Upon request by an Employee or prospective employer, an administrative officer of the Board shall furnish to the chief officer of another school district or other prospective employer a verification of the Employee's service. The request for such verification and recommendations shall not be construed as notice of intention to resign.

ARTICLE 6
ASSOCIATION RIGHTS

6.1 PERTINENT INFORMATION – ASSOCIATION

The Board shall make information concerning the financial statement, audit, and treasurer's report available on the District's website.

6.2 ASSOCIATION MATTERS - BOARD AGENDA

The Association President or designee shall be given the opportunity during that portion of each regular Board meeting set aside for comments from the audience to address the Board briefly, provided such remarks shall exclude any references to grievances or negotiations then in process, and provided further that the Superintendent be advised of the substance of such remarks at least twenty-four (24) hours in advance of the meeting.

6.3 NAMES AND ADDRESSES - NEW EMPLOYEES

New Employee lists, including home addresses, shall be given to the Association President on or about October 30 of each year. Names and addresses of new hires shall be given to the Association President as they become available.

6.4 ASSOCIATION LEAVE

The Association shall be granted an aggregate number of leave days equal to eight (8) regular school days. Use shall be at the discretion of the Association with the Association reimbursing the Board for the regular substitute's pay. Employees using Association leave days shall suffer no loss of salary. The Association agrees to supply in writing the names of the Employees and the dates for these days to the Superintendent and to each Building Principal affected at least forty-eight (48) hours prior to such leave. No more than two (2) Employees from any one (1) building on any one (1) date may use this leave.

6.5 PRINTING OF CONTRACT, COSTS AND DISTRIBUTION

The Association shall assume all responsibility and cost related to the typing of this Agreement for execution by the parties. Upon execution of this Agreement, the Association shall assume all responsibility for the printing of sufficient copies of this Agreement for the parties. The Board shall reimburse the Association for one-half (1/2) the cost of such printing.

6.6 LABOR - MANAGEMENT MEETINGS

The Superintendent and the leadership of the ASP shall meet quarterly, during the school term, to discuss matters which in the opinion of either party, impact on the smooth operation of the district.

The purpose of these meetings is to discuss matters of mutual interest and/or develop solutions or resolutions within a reasonable specified amount of time of any problems or concerns which are brought to the meeting by either party.

6.7 PAYROLL DEDUCTIONS

Any Employee who is a member of the Association may sign and deliver to the Business Office at the Administrative Services Center an assignment authorizing deduction of Association dues in an amount to be certified annually by the Association. Such authorization and assignment shall continue in effect from year to year unless canceled by the originating Employee. Termination of employment for any reason shall constitute revocation of authorization for dues deduction.

The Business Office shall begin to deduct Association dues from each paycheck within thirty (30) working days of receipt of a written authorization from an Employee. Annually, thereafter, the Business Office shall deduct dues beginning in September and continuing through June when the ASP membership roster has been received, providing that the Board has no responsibility for collecting past or overdue dues. It shall be the responsibility of the Association to collect directly from the Employee:

Dues owed after cancellation of a deduction authorization.

Dues owed before the time the deduction authorization became effective.

Dues missed because of insufficient earnings.

The Business Office shall remit to the Treasurer of the Association the total amount of money deducted for that pay period within ten (10) working days. Such remittance shall be accompanied by a listing of the names of Employees from whose salary the dues were deducted.

The Association agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Board for the purpose of complying with any of the provisions of this Section or in reliance of any assignment furnished under the provisions of this Section.

6.8 ASSOCIATION USE OF DISTRICT FACILITIES AND EQUIPMENT

- A. The Association may have the use of the school buildings for meetings outside of Employees' regular work hours by reaching mutual agreement with the respective Building Principal regarding time, date, and room location. Should these meetings be held during regular school days, there shall be no interruption or interference with school activities and no Employee shall engage in Association business during the work day. If facilities are requested at times other than days and times indicated above, the Association shall follow established Board rules and regulations for permission.
- B. The Association may use duplicating equipment, computers, and other word processing equipment for Association business at times that are not during work hours. The Association shall reimburse the Board for all consumable supplies and materials.

6.9 BULLETIN BOARD, MAIL FACILITIES, AND MAILBOXES

- A. A bulletin board shall be provided in each Employee lounge for the purpose of posting announcements of local Association business.
- B. The Association shall have the right to use Employee mailboxes for official Association announcements and materials, provided such communication shall not involve any political activity prohibited by State law, including the *State Officials and Employees Ethics Act*. Any individual flyers/notices regarding local area business issues of a controversial nature shall be provided to the Superintendent or his/her designee(s) prior to distribution. Should there be a difference of opinion as to whether the materials (concerning local area business) are of a controversial nature, the matter must be resolved by the Superintendent or his/her designee(s) and the President of the Association prior to distribution. There shall be no restrictions on any materials concerning negotiations between the Board and the Association. Use of school mail services shall be without U.S. Postage unless otherwise required by the U.S. Postal Service or other appropriate agency or court. Furthermore, the Association shall indemnify and hold harmless the Board from any liability, damages, fines, or other costs arising from the Association's use of such mail service. All use of email or other district electronic resources are subject to the District Acceptable Use Policy. All activities covered by Section 6.9 should take place outside of work hours.

6.10 SCHOOL CALENDAR

Each year, before the Superintendent submits the next year's calendar to the Board for approval, the Superintendent, or his/her designee(s), will meet with the Association President or his/her designee to allow him/her to give input into the school calendar. However, Board decisions regarding the school calendar shall be final and non-grievable except where the calendar may violate other provisions of this contract.

Article 7
Working Conditions

7.1 LUNCH PERIODS

Employees who work thirty-five (35) hours or more per week shall have a duty-free unpaid lunch break of at least thirty (30) minutes each day. Employees who work fewer than thirty-five (35) hours per week may be granted an unpaid lunch period at the discretion of their supervisor. Generally, the lunches shall be scheduled between the hours of 11:00 a.m. and 1:00 p.m. However, it is understood that it may not always be possible to adhere to the 11:00 a.m. to 1:00 p.m. time frame.

7.2 JOB DESCRIPTIONS

The Board and Administration will develop and publish job descriptions for each job classification. Prior to the final adoption of the job descriptions, the Association shall be asked to provide input regarding the current duties of each classification. Each Employee will be given a copy of his/her job description.

7.3 COMPLIANCE TRAINING TUTORIALS

All Employees are required to complete any required compliance tutorials. Employees will be scheduled to attend during some or all of the scheduled Institute Days during which time will be allocated for the completion of the tutorials.

7.4 ATTENDANCE AND TIMEKEEPING

Employees are required to clock in and out on a daily basis by swiping their badges when they begin and complete their scheduled shift. Employees are also expected to clock in and out for lunches. If an Employee is unable to clock in or out due to "equipment failure," he/she must notify his/her supervisor as soon as possible and submit a written timesheet.

An Employee is required to enter any use of leave (including vacation, sick, personal, bereavement, jury duty or court leave for school related matters, "non-comp" leave and professional development leaves of absence) into Aesop by no later than one (1) hour ahead of the start of his/her work day on the day he/she will be absent. Bus Drivers will make their Aesop entries by 5:45 a.m. Due to the importance of regular attendance, the use of "non-comp" days is strongly discouraged and, in the event it is absolutely necessary, an Employee seeking to use a "non-comp" day may only do so if all of his/her paid vacation, and personal leave days have been exhausted. Additionally, prior to the use of any "non-comp"

day, the Employee seeking to use such a day must make a written request forty-eight (48) hours in advance to the Human Resources Manager, who shall have the sole discretion to grant or deny the request.

In addition to recording absences into Aesop, if a Bus Driver will be absent or late, he/she is required to notify the Transportation Manager or the Transportation Dispatcher by no later than 6:15 a.m. on the day of absence/lateness. Such notice must be by phone and the Bus Driver must speak (*i.e.*, not leave a message) with either the Transportation Manager or the Transportation Dispatcher.

7.5 WORK AREA

The Board recognizes that it is necessary for Employees to have a secure area/location of their own for the storage and safekeeping of personal items and will provide such storage.

7.6 SECURITY CAMERAS

The primary purpose and use of the security cameras in the District is to monitor illegal activity, unauthorized access to restricted areas, unauthorized removal of personal and/or District property, damage to property and other acts of wrongdoing. The use of security cameras will not occur in restrooms, locker rooms, shower areas, individual classrooms or individual offices. Data from the surveillance equipment may be reviewed by the District's personnel in connection with investigations. Access to data involving Employees will be limited to appropriate administrative personnel and attorneys, police liaison officers, law enforcement officials and in response to subpoenas or court orders. Such review will take place in the office of one of the parties listed above. In the event data from security cameras is used for the purpose of investigating or disciplining an Employee, the following process will be followed:

- A. The Employee and the Association will be informed of an investigation of an alleged incident.
- B. The Employee under investigation shall be advised of his/her right to be represented in the investigatory meeting regarding the alleged incident, unless the Employee declines representation.
- C. Subject to state and federal law, the Employee and his/her representative (unless the Employee declines representation) shall have the right to view the video recording with a District administrator.
- D. Any discipline that may be imposed against the Employee as a

result of the alleged incident investigation shall be in accordance with the applicable provisions in this Agreement.

All Employees are informed, per this contract, of the use of the surveillance equipment. All new Employees shall be notified in writing, of the use of surveillance equipment as part of the new Employee orientation.

Working Conditions – Bus Drivers

7.7 THIRD-PARTY PROVIDERS

The Board and the Association acknowledge and agree that, at the time this bargaining unit was formed, the District had an established practice of using outside transportation providers to supplement its own transportation department. Outside transportation providers include taxi and private bus transportation companies that transport special education, homeless and outplaced students. Additionally, private bus transportation companies are contracted to transport students for occasional field/athletic trips.

With respect to field/athletic trips, outside transportation providers will only be used when circumstances make it impractical to utilize District Employees and/or District equipment. Such circumstances include, but are not limited to: a District Employee and/or equipment is only available for the outbound, but not the inbound trip; the equipment is needed elsewhere by the District for repairs, testing, training, etc., a group of parents/students are paying for a charter for a special occasion, etc.

7.8 ROUTE SELECTION

When a new school year route becomes available, Bus Drivers who have expressed an interest in changing routes shall be offered the opportunity to switch to the newly available route in seniority order.

7.9 BREAK ROOMS

The break room may only be utilized during the following work shifts:

Monday through Friday: a.m.	6:15 a.m. to 9:00
Monday, Tuesday, Thursday, and Friday: p.m.	*2:00 p.m. to 4:30
Wednesday p.m.	*1:00 p.m. to 3:30

(These days/times are subject to adjustment by management for changes

in school hours or the Early Release Day.)

*Except for Bus Drivers with mid-day routes, who may utilize the break room from 1:00 p.m. to 4:30 p.m. on Mondays, Tuesdays, Thursdays and Fridays, and from 12:00 noon to 3:30 p.m. on Wednesdays.

Bus Drivers are expected to maintain a quiet and clean break room. Bus Drivers may not use the break room for personal business, including activities not related their job.

7.10 SUMMER ROUTES

All Summer transportation routes that are to be offered to District Bus Drivers shall be posted on the bulletin board in the break room and shall be assigned to interested Bus Drivers in seniority order.

7.11 FIELD TRIPS/EXTRAS

All field trips that are to be offered to District Bus Drivers shall be assigned on a rotational basis in seniority order. Only 4-hour Bus Drivers are eligible to be included on the field trip sign up list. 5-hour Bus Drivers may be offered field trips by the Transportation Manager or his/her designee on an as-needed basis. Any Bus Driver on the sign up list who either accepts a field trip and then fails to drive it, or declines to accept a field trip, will be removed from the field trip sign up list for the remainder of the school year after the third such occurrence. (For example: A Bus Driver who declines to accept a field trip on two occasions, and accepts a field trip and then fails to drive it on another occasion, shall be deemed to have three occurrences.).

7.12 TRAINING

All Employees who are hired to be Bus Drivers, but who do not hold a valid State of Illinois Commercial Driver's License and School Bus Driver Permit at the time of their hire, must successfully complete twenty-five (25) hours of "Behind the Wheel" training and eight (8) hours of classroom training and meet any additional requirements set forth by the State of Illinois to receive their driving credentials. Such Employees will be paid at a rate of nine dollars (\$9.00) per hour for the Behind the Wheel and classroom trainings.

7.13 ATTENDANCE INCENTIVE

The Board shall provide an attendance incentive to all eligible Bus Drivers who do not exceed a certain number of route absences * during each fiscal year covered by this agreement, as follows:

4-Hour Regularly Scheduled Bus Drivers		5-Hour Regularly Scheduled Bus Drivers	
Routes Missed	Incentive	Routes Missed	Incentive
0	\$500	0	\$500
1	\$475	1	\$483
2	\$450	2	\$466
3	\$425	3	\$450
4	\$400	4	\$432
5	\$375	5	\$415
6	\$350	6	\$400
N/A	N/A	7	\$384
N/A	N/A	8	\$367
N/A	N/A	9	\$350

*For example, a Bus Driver who has a morning and an afternoon route, and who misses the entire day of work, shall be considered to have missed two (2) routes. A Bus Driver who has a morning, a midday and an afternoon route, and who misses an entire day of work, shall be considered to have missed three (3) routes.

- A. The Bus Driver must have been hired by the District on or before November 1 of the current school year to qualify for the incentive.
- B. Only those Employees who are actively employed by the District when the incentive is paid, will receive the benefit.
- C. The incentive will be paid and included on the last paycheck of the school year. Anyone who retires during the school year will receive their incentive payment during the month following the month of retirement.
- D. Personal leave, bereavement leave, jury leave/court duty, Association leave and professional conference leave shall not count as an absence for the purpose of qualifying for this attendance incentive.

It is expressly understood that the District intends to provide this attendance incentive for the term of this Agreement only. Thereafter, this provision shall sunset upon the expiration of this Agreement. The Board may evaluate whether

this incentive was effective in improving Bus Driver attendance and may seek to extend this provision through negotiations with the Association.

7.14 START OF A NEW YEAR

Subject to the availability of Bus Drivers, which shall be determined in the sole discretion of the Transportation Manager, for the first five (5) days of school, there will be two (2) Bus Drivers present on each mid-day route.

7.15 PRE-AND POST-TRIPS

All Bus Drivers must generally begin ("clock in" for) their shifts fifteen (15) minutes prior to their scheduled departure time in order to complete the required pre-trip inspection. Unless necessitated by inclement weather, Bus Drivers may not clock in or begin their shifts more than fifteen (15) minutes prior to their scheduled departure time. If necessitated by extenuating circumstances other than inclement weather, a Bus Driver may begin his/her shift early as long as he/she receives advance approval from the Transportation Manager or Transportation Dispatcher.

Working Conditions – Secretaries

7.16 WORK SCHEDULE

The Superintendent or designee will establish the work year for Secretaries, including designating the start date. The work year calendar for building secretaries will not include the Monday of Thanksgiving week unless other Employees in the building are scheduled to work that day.

Working Conditions – Aides

7.17 SUBSTITUTION

The Administration may request an Aide to teach or perform substitute teaching duties if he/she holds proper certification. In such event, the Aide shall receive the greater of his/her hourly rate or the daily rate paid to a (short-term) substitute teacher. Any such adjustment in pay shall only be for the portion of time the Aide is assigned to teach or perform substitute teaching duties.

7.18 INSTITUTE DAYS

The work calendar for Aides shall reflect any scheduled Institute Days that are required attendance for Aides. It is agreed that, at a minimum, the second Institute Day shall be required attendance for Aides, and that, during such day, Aides shall

be included in any building or district-wide presentation. For the remainder of the day, Aides may be required to complete training tutorials or other responsibilities as assigned by their supervisor. An Aide shall be compensated at his/her regular hourly rate for any hours of required attendance at an Institute Day.

7.19 JOB ASSIGNMENTS

The Superintendent or designee shall assign Aides according to the District's needs and the efficient management of human resources. Aides shall have the opportunity to request in writing to the Superintendent or his/her designee(s) a specific assignment by August 1 of each year. However, approval of such request is at the sole discretion of the Superintendent or his/her designee(s).

7.20 TECHNOLOGY

The Board shall provide:

- A. Each Aide a digital electronic device selected by the District (such as a laptop, Chromebook, or iPad, etc.) and training selected by the District on the use of the device; or
- B. Two computers in each school building to be available for general staff use.

Working Conditions – Library Media Assistant

7.21 WORK YEAR

The Superintendent or designee may schedule the Library Media Assistant to work extra days before/after the school year. Such additional work days will be reflected on the work calendar for the Library Media Assistants and shall be paid at the Library Media Assistant's regular hourly rate.

ARTICLE 8
IN-SERVICE TRAINING

8.1 DISTRICT-WIDE AND BUILDING IN-SERVICE PLANNING COMMITTEES

A. District In-Service Planning Committee

Should the District decide to have ASP representation on the District In-Service Planning Committee, the President of the ASP shall appoint a member of the ASP bargaining unit to attend a District In-Service Planning Committee meeting for the purpose of making advisory recommendations regarding the content of district-wide in-service programs. Final decisions regarding the program selection shall be made by the Superintendent or his/her designee(s).

B. Building In-Service Planning Committee

Should the Principal decide to have ASP representation on the Building In-Service Planning Committee, the President of the ASP shall appoint a member of the ASP bargaining unit to attend a Building In-Service Planning Committee meeting for the purpose of making advisory recommendations regarding the content of building in-service programs. Final decisions regarding the program selection shall be made by the Principal or his/her designee(s).

C. Should the District decide to have ASP representation on either committee, the representative appointed by the ASP President, if any, shall be compensated at the Employee's regularly hourly rate for such time in attendance.

ARTICLE 9
LEAVES

9.1 SICK LEAVE

- A. Employees who are regularly scheduled to work six hundred (600) hours or more per school year are eligible to receive sick days. Employees who do not work a regular five-day-a-week schedule, but who meet the six hundred (600)-hour rule, will have their work hours annualized and converted to a regular workweek equivalency to determine the number of hours that equal one sick day for the Employee. To receive paid sick leave, the Employee must have been employed with the District for ninety (90) calendar days.
- B. Ten (10) sick days are granted per year. Twelve-month Employees are granted twelve (12) sick days per year after completing four (4) years of employment.
- C. Unused sick leave shall be allowed to accumulate to a maximum of two hundred and forty (240) sick days, including the leave of the current year.
- D. Sick leave shall be determined to mean personal illness, quarantine at home, or serious illness or death in one's immediate family or household. Sick leave shall be applicable to a pregnant Employee not on leave who is ill due to her pregnancy.
- E. For purpose of the Agreement, immediate family shall include: parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.
- F. An Employee absent for more than three (3) work days for personal illness shall furnish a note from a physician. The District reserves the right to require an Employee to furnish a note for less than three (3) days of absence but, in such event, the District shall pay the cost for obtaining the note.
- G. An Employee shall also be permitted to use available sick leave for birth, adoption or placement for adoption. However, in the case of adoption or placement for adoption, the number of available sick leave days an Employee may use shall not exceed thirty (30) sick leave days per occasion (e.g., the adoption of twins shall constitute one occasion). An Employee may use available sick leave for any legitimate adoption-related activity that cannot be conducted outside the workday (e.g., overseas travel, court appearance, etc.) However, once the child(ren)

is/are placed, if the Employee elects to use any portion of his/her remaining thirty (30) day sick leave allotment for adoption or placement for adoption, he/she must use it within the first six (6) weeks following placement and it must not be used on an intermittent basis. An Employee who is absent from work on account of giving birth may use available sick leave during the first six (6) weeks following the birth of the child. An Employee, whose recovery period after giving birth exceeds six (6) weeks, may use additional available sick leave if the need for such leave is medically substantiated. An Employee whose significant other gives birth may use up to five (5) available sick leave days for a normal delivery and up to ten (10) available sick leave days for a caesarian delivery. If the Employee's personal leave days have been used or approved, sick leave may then be used to attend funerals outside one's immediate family.

9.2 PILOT SICK LEAVE DONATION PROGRAM

To participate in the Pilot Sick Leave Donation Program, an Employee must have been employed by the District for at least three (3) years.

At the beginning of each school year, the Association will send an email to eligible Employees covered by this Agreement to ask if the Employees wish to participate in the Pilot Sick Leave Donation Program. Employees who respond "Yes" agree to receive periodic requests to donate their sick leave days to other Employees covered by this Agreement and are eligible to request a sick leave donation themselves.

By no later than September 1st each year, the Association will furnish the District a list of the eligible Employees who wish to participate along with copies of the Employee's "Yes" responses.

An eligible Employee may submit a request to receive donated sick leave days to the Human Resources Department, provided:

- A. The Employee is unable to work due to his/her own medical condition and has submitted medical documentation to substantiate both the medical condition and the anticipated length of absence; and
- B. The Employee has exhausted all of his/her own paid leave (sick, personal, vacation, etc.) and has been absent without pay for at least five (5) consecutive work days on account of the same medical condition (an Employee who is receiving workers' compensation benefits is not considered to be on unpaid leave).

If, in the sole discretion of the head of the Human Resources Department, the medical documentation is acceptable, and the Employee satisfies all the other conditions, then the Human Resources Department will send an email to the list of participants in the Pilot Sick Leave Donation Program requesting the donation of a sick leave day. The request from Human Resources shall state only that a participant in the Pilot Sick Leave Donation Program has requested a donation and shall not identify, nor provide any information concerning the participant.

An Employee is not obligated to donate a sick leave day, but if he or she chooses to do so, he or she shall be limited to donating a single sick leave day per request.

No more than thirty (30) sick leave days, or the number of days necessitated by the medical condition, whichever is less, may be donated to the requesting Employee and the requesting Employee may not make more than one request per year. In the event there are too few days donated, the Human Resources Department shall send a second email requesting donations. In the event there are more sick leave days donated than are needed, the District and the Association shall meet to randomly select names and those Employees shall have a sick leave day deducted and donated to the requesting Employee. If the Employee returns to work earlier than anticipated (without using all the donated days), the District and the Association shall meet to randomly select names and those Employees shall have their sick leave day restored to them. It is acknowledged between the Parties that an Employee may receive fewer than the number of sick leave days requested (or no donated sick leave days at all).

The Parties agree that this is a Pilot program for the term of this 2018-2021 Agreement only. This provision shall be non-grievable and shall sunset upon the expiration of this Agreement without any further notice or action.

9.3 PERSONAL LEAVE

Upon completion of ninety (90) calendar days of employment, Employees working at least thirty (30) hours a week are eligible to receive two (2) personal leave days each year.

Upon completion of ninety (90) calendar days of employment, Bus Drivers who work more than nineteen (19) hours a week, are eligible for one (1) personal leave day each year.

The use of a personal day is subject to the following conditions:

- A. Personal leave is to be used for personal business that cannot be

accomplished during non-work hours.

- B. The Employee shall submit for approval by his/her supervisor a request for personal leave at least five (5) school days in advance, except in the case of emergency or unavoidable situations.
- C. No personal leave day may be used immediately before or immediately after a holiday/winter/spring break, or during the first and/or last 5 student attendance days of the school year, unless the Superintendent or designee grants prior approval.
- D. Personal leave may not be used in increments of less than one-half day.
- E. Personal leave may not be used on an in-service training day and/or institute training days.
- F. A Bus Driver may be denied the use of a personal leave day if another Bus Driver has already been approved to use personal leave for the same day. Personal leave days for Bus Drivers shall be approved on a first-come, first-served basis.
- G. Absences immediately before and following vacations and holidays do not qualify for personal emergency leave. Absences at these times may require substantiation in the form of a medical certificate or verification.

For Employees working at least thirty (30) hours per week, any personal leave days remaining at the end of the school year will roll over in the following manner: if one (1) day remains it is rolled into the Employee's available sick days, if two (2) days remain, one day is rolled into the Employee's available sick days and the other remains as a personal day for a total of three (3) personal days for the next school year.

For Bus Drivers, any unused personal leave day remaining at the end of the year may be rolled over to the following year as a personal leave day so that the eligible Bus Driver has no more than two (2) personal leave days each year. Thereafter, any unused personal leave days shall be rolled into the Employee's available sick days.

9.4 BEREAVEMENT LEAVE

The Board shall provide each Employee up to three (3) days of paid leave each school year for bereavement purposes. Such leave may be used to the extent it

is necessary for the Employee to make any arrangements for, or attend, services related to the death of an “immediate family member.” The term “immediate family member” means parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, daughters-in-law, sons-in-law, nieces, nephews, aunts, uncles and legal guardians. Unused bereavement leave shall not carry-over to the following school year.

9.5 JURY LEAVE/COURT DUTY FOR SCHOOL-RELATED BUSINESS

An Employee shall experience no loss in pay or paid leave benefits because of jury duty. Additionally, an Employee shall experience no loss in pay or paid leave benefits for serving as a witness or appearing for a deposition pursuant to a subpoena for a school-related matter pending in court. The Employee shall submit his/her jury duty pay or witness payments and, less any transportation expenses incurred and documented by the Employee to the Business Office. Employees required to appear for jury duty or to testify in a school-related matter shall immediately provide their supervisor with a copy of the summons or subpoena. An Employee absent from work due to Jury Leave/Court Duty for School-Related Business shall enter his/her time off in Aesop.

9.6 PROFESSIONAL CONFERENCE LEAVE

Upon the approval of the Building Principal, and the Superintendent or designee, Employees shall be allowed to attend professional conferences. At the time the Employee submits his/her request for Professional Conference Leave, which shall be on a form developed by the Business Office, he/she shall list any expenses for food, lodging or travel. In the event attendance at a professional conference is approved and then substitutes become unavailable, approval may be withdrawn, provided pre-approved pre-paid expenses of the Employee will be reimbursed.

9.7 UNPAID LEAVES OF ABSENCE

Employees may be eligible for unpaid leaves of absence for any of the following reasons, subject to the General Conditions for Leaves of Absence (Section 9.8) and any other specific conditions that may apply as set forth in subparagraphs A through K below.

A. Parental Leave

Any Employee who has been employed for at least twelve (12) continuous months may request parental leave without pay or other benefits subject to the General Conditions for Leaves of Absence of 9.8

below. The effective dates of any leave granted shall be determined pursuant to 9.8.

Nothing in this section shall be construed as requiring an Employee to apply for parental leave, nor is it intended to limit the right of the Employee to the use of sick leave, or any combination thereof, during pregnancy related disability. Should an Employee on sick leave exhaust such leave prior to termination of the disability, the Employee may be granted a limited leave of absence without pay or other benefits for such period of disability, except that major medical and life insurance benefits shall continue during such leave to the extent required under the *Family and Medical Leave Act* or Section 9.8.E, whichever is applicable.

B. Disability Leave

Any Employee who has been employed by the District for at least twelve (12) continuous months and who is temporarily disabled and has exhausted all available sick leave may apply for a disability leave without pay or other benefits (except as eligible under IMRF) subject to the General Conditions for Leaves of Absence of 9.8 below. Such leave shall be for the period of temporary disability only.

C. General Leave

Any Employee who has been employed by the District for at least twelve (12) continuous months may request a leave without pay and other benefits for such other purposes deemed appropriate and beneficial to the District, as determined by the Board, subject to General Conditions for Leaves of Absence of 9.8 below.

9.8 GENERAL CONDITIONS FOR LEAVES OF ABSENCE

Unless otherwise set forth in this agreement, any leave of absence granted by the Board for the reasons stated in 9.7 above is subject to the following general terms and conditions:

A. Time-Lines for Requesting Leaves

Application for an unpaid leave shall be made in writing to the Superintendent or designee at least one hundred twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by February 1 of the preceding school year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The

application shall indicate the requested starting and ending dates of the leave and the basis for the emergency.

B. Medical Substantiation

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 medical disability. Evidence from a qualified physician indicating the Employee's ability to perform all assigned duties shall be submitted at least thirty (30) calendar days prior to the return of any Employee on an unpaid leave for personal medical reasons. At its option, the Board may require a Board-paid medical examination in lieu of or in addition to the aforementioned physician's statement. If a question exists concerning fitness to perform all assigned duties, the judgment of the Board selected expert shall be determinative. If requested leave qualifies under the FMLA, the rules and regulations governing medical certification under the FMLA shall apply.

C. Structuring of Leave

After consultation with the Employee, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration maintenance of continuity of the related District program, medical factors if relevant, duration of the leave requested, availability of substitutes and other pertinent time factors related to the request.

Unless expressly agreed otherwise, leaves shall be for up to one school year. Such leaves shall commence upon 1) the date agreed upon by the Superintendent or designee and the Employee; 2) in cases of anticipated disability, no later than thirty (30) calendar days prior to the anticipated date of disability; or 3) the actual date of disability, whichever shall first occur. In the event the Employee is eligible for FMLA leave, those rules and regulations shall apply.

D. Sick Leave

Sick leave shall not be applicable during the period of any leave, except parental leave, and then only as outlined in Section 9.1.D. Any unused accumulated sick leave available at the commencement of the leave shall be available to the Employee upon return to employment in the District.

E. Insurance Benefits

With the consent of the carrier, an Employee on an unpaid leave of absence may maintain insurance benefits by making timely payment of all premiums that may be due to the Business Office or elsewhere pursuant to its direction. The District will maintain health insurance coverage for an eligible Employee on an FMLA leave on the same terms as if the Employee had continued to work, as set forth below.

F. Notice of Intent to Return

Any Employee granted an unpaid leave, as a condition thereof, shall advise the Superintendent or designee in writing as to whether he/she intends to return, as follows:

Leaves extending to Winter Break - no later than November 1st of such leave;

Leaves extending to Summer Break- no later than February 1st of such leave;

Full School Year leaves - no later than February 1st of such school year;

In the case of leaves different in duration than described above, the Superintendent shall establish a reasonable notice date in consultation with the Employee.

Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.

G. Early Return from Leave

An Employee on an approved leave of absence may request in writing to return from leave if the reasons for the leave no longer exist, subject to the discretion of the Superintendent or designee.

H. Board Discretion

Notwithstanding the general conditions set forth above, the Board retains the sole discretion to grant or extend any discretionary unpaid leave of absence under any conditions deemed appropriate. The granting or denying of an unpaid leave or extension shall be non-precedential with

respect to any other request for leave by an Employee in the District and the Board decision shall not be subject to the grievance procedure.

I. Eligibility for Further Leaves

Anything in this section to the contrary notwithstanding, an Employee who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such Employee has returned to full-time service for at least one (1) complete work year (unless the Employee is eligible for an FMLA-qualifying leave before that date) provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.

J. Seniority During Leaves

Unpaid leaves of absence shall not be counted in determining seniority unless the full-time Employee works less than 600 (six hundred) hours in the year in which the leave was granted and taken.

K. Family and Medical Leave Act (FMLA)

The provisions of this Article shall be subject to the District policy regarding the Family and Medical Leave Act. Such policy shall include a provision which permits Employee the choice of available sick leave or FMLA leave, provided that if the Employee chooses sick leave, the Board shall receive credit toward the Employee's available FMLA to the extent such sick leave is used (see substitution of leave provisions of the District's FMLA policy).

ARTICLE 10
EMPLOYEE EVALUATION

10.1 EVALUATION OF STAFF

Should the current evaluation plan or instrument undergo amendment, the Superintendent or designee shall involve representatives from the Association in modifying the plan. However, it is agreed that the Administration shall have the final discretion whether to amend the evaluation plan or instrument.

Each Employee shall be evaluated at least annually. Teachers and any other supervisors shall provide input as appropriate. The Employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperation shall be considered. The Employee shall receive a copy of the annual evaluation.

10.2 EMPLOYEE RIGHT TO RESPOND

The Employee shall sign copies of the written evaluation and shall be given a copy of the written evaluation report. In no case shall the Employee's signature be construed to mean that he/she necessarily agrees with the contents of the evaluation, only that the Employee acknowledges receipt of a copy of the written evaluation. If the Employee feels that his/her formal evaluation is incomplete, inaccurate, or unjust, he/she may put his/her objections in writing which shall be signed by the evaluator, given to the Employee and one (1) copy shall be attached to the file copy of the evaluation in question.

10.3 GRIEVANCE LIMITS

Any grievance filed relative to this Section shall be limited to violations of the specific procedures outlined in this Section.

ARTICLE 11
PERSONNEL FILE

The official file of all materials related to an Employee shall exist at the Administrative Services Center. If any evaluative material is to be placed in an Employee's file, the Superintendent or designee shall notify said Employee in writing before such placement is made. The Employee shall acknowledge that he/she has seen such material by affixing his/her signature and date on the actual copy. Each Employee shall have the right to review the contents of his/her personnel file with the exception of pre-employment confidential materials, and to attach and place therein written reactions to the contents. The Employee may review his/her file upon forty-eight (48) hour written notice - submitted to the Superintendent and/or designee during the regular hours established for the Administrative Services Center. The Superintendent and/or designee shall be present during any review. The Employee shall acknowledge that he/she has reviewed such material by affixing his/her signature and the date on the actual material reviewed. The signature does not indicate agreement with the content of the materials. Personnel files are the property of the Board and shall remain in the District. Except as permitted by law, copies of disciplinary actions shall not be disclosed to third parties unless the Employee receives written notice by first class mail to the Employee's last known address, or through electronic mail, as applicable. Such notice shall be mailed (or emailed) by no later than the day on which the copies are disclosed. The Employee may not remove any material from the file, however, copies of materials shall be made for the Employee (at his/her expense) if requested.

ARTICLE 12
REDUCTION-IN-FORCE

12.1 REDUCTION-IN-FORCE PROCEDURES

If removal or dismissal of an Employee results from a decision of the Board to decrease the number of Employees employed by the Board or from discontinuance of some particular type of teaching service, the district shall follow the procedures set forth below.

- A. This Article shall only apply to individuals who are employed on a regular full-time basis (30+ hours a week) during the school/work year. This Article shall not apply to Employees who are hired on a short-term, part-time or substitute basis as temporary replacements for Employees who are regularly employed.

- B. Seniority shall be defined as the length of continuing full-time service within a category of position. An Employee who transfers to a new category of position shall retain his/her seniority in the old category, but shall not continue to accrue seniority in the old category. Seniority in the new category shall begin to accrue on the first day of service.
 - 1. If the years of continuing full-time service within a category of position are equal between two or more Employees, then seniority shall be determined by the total service in the School District, whether or not continuous.
 - 2. If the years of total service in the School District are equal between two or more Employees, then seniority shall be determined by drawing lots.

- C. Categories of position are as follows:
 - 1. Aides
 - 2. Library Media Assistants
 - 3. Bus Drivers
 - 4. Secretaries

In the event of a Reduction-in-Force, Employees will be laid off from within a category of position in reverse order of seniority irrespective of the department(s) or building in which the reduction is made. Employees

who are the subject of a layoff have the right to transfer into another category of position in which they previously held a position in the District, to the extent their District seniority is greater than Employees in that category of position.

- D. If the Board has any vacancies in the above categories of position for the following school term or within one (1) calendar year from the beginning of the following school term, the positions thereby becoming available shall be tendered to full-time Employees on the recall list beginning with the most senior full-time Employee who was laid off from the category of position, followed by the full-time Employee who was not laid off from the category of position, but who has the greatest amount of retained seniority in the category of position and then by the most senior Employee who is qualified to perform the duties of the category of position. The term vacancy means a full-time permanent position that is either newly created or available because of a retirement, resignation or dismissal. The term vacancy does not include positions that are available due to a mere redeployment of staff. To be eligible for recall, the full-time Employee must provide the Superintendent or designee, in writing, and prior to the last day of employment, with the address where he or she can be reached. Upon the tendering of any vacancy during the recall period, the Employee must notify the Superintendent or designee of the acceptance of the position in writing within ten (10) calendar days of the Board's mailing of the notice of vacancy.
- E. An Employee's failure to notify the District of acceptance of a tendered vacancy shall constitute a rejection of the offered position. Any Employee who rejects an offer of a full-time vacant position for which he or she is qualified shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacancy becoming available during the remainder of the recall period. This Article shall not preclude the Board, in its discretion, from assigning or transferring Employees to positions for which they are qualified.

12.2 NOTICE

Employees to be laid off will receive at least 30 calendar days notice. However, if an Employee's hours are reduced due to an unforeseen reduction in the student population, then the written notice may be given to the Employee no later than 5 calendar days before the hours are reduced.

12.3 SENIORITY LIST

Annually, by no later than February 1, the Administration shall post a tentative

listing of categories of positions, which sets forth the seniority of all Employees employed by the District who work thirty (30) or more hours a week. The listing shall provide the name, current position, and start date (with any adjustments necessitated by leaves) by category of position for each Employee.

An Employee shall have ten (10) calendar days from the date of the posting to file specific written objections with the Superintendent or designee to the information contained in the list. The Superintendent or designee shall review and consider any objection and inform the Employee of his decision within five (5) school days. Failure of the Employee to make timely objection shall be deemed to be an acceptance of this placement on the seniority list; the Employee shall be prohibited thereafter from challenging the Employee's seniority in any category of position until the posting of a seniority list in the following year.

ARTICLE 13
VACANCIES AND TRANSFERS

13.1 NOTIFICATION OF VACANCIES

The Administration agrees to post online notice of vacancies existing or anticipated in all staff positions before filling the vacancy. Unless the District is required to recall a laid-off Employee to a vacant position, vacancies shall be posted on the District's online posting system five (5) calendar days prior to filling the position, except that this provision shall not be construed to preclude an emergency filling of a vacancy if circumstances require. A vacancy shall be defined as a newly created position, or a position that has become available due to the cessation of another Employee's employment. However, a vacancy shall not include any position available due to the redeployment of staff in the event of a reduction in force and it shall not include any position temporarily available due to another Employee's leave. This Article shall not preclude the Board, in its discretion, from assigning or transferring Employees to positions for which they are qualified.

13.2 TRANSFERS

Voluntary – Employees may apply for a transfer to any existing position where there is a vacancy or to a newly created position. In the case an Employee's request to transfer to a different category of position is approved, the Employee may be subject to an adjustment in salary and benefits. If an adjustment in salary/benefit is warranted, this will also be communicated to the Employee. Any such adjustments will be discussed with ASP prior to implementation.

Involuntary – In cases where the supervising administrator deems it is in the best interest of the educational program that an Employee be transferred to a different position; the supervising administrator will communicate this to the Employee. If an adjustment in salary/benefits is warranted, this will also be communicated to the Employee. Any such adjustments will be discussed with ASP prior to implementation.

ARTICLE 14
COMPENSATION AND RELATED PROVISIONS

14.1 PAYROLL DISTRIBUTION

Payroll checks shall be issued semi-monthly on the 15th and the last day of the month. In the event that a payday falls on a weekend or bank holiday, the payday will be moved forward to the preceding Friday. Payment for coach sponsor stipends shall be made in accordance with any schedule established by the Business Office.

14.2 PAYROLL OPTION/DIRECT DEPOSIT

The Board shall offer Employees the opportunity to authorize in writing the direct deposit of the Employee's regular paycheck.

14.3 MISCELLANEOUS DEDUCTIONS

The Board shall provide Employees with the opportunity to participate in the following payroll deductions or any other such deductions that the district may approve:

- A. Tax Deferred Annuity Plans
- B. Credit Association Savings Plans
- C. Disability Income Plans
- D. Ordinary Life Policies

14.4 SALARY

The minimum starting rate of pay for each category of position covered by this Agreement shall be as follows:

Title	2018-2019 School Year	Subsequent School Years Covered by CBA
Teacher's Aide (paraprofessional license)	\$12.75	***
Library Media Assistant	\$13.79	***
School Head Secretary	\$17.41	***
School Assistant Secretary	\$13.88	***
Bus Driver (properly licensed)	\$18.47	***

***Board reserves the right to, in the future, propose increases to the starting salaries of Employees.

The District reserves the right to pay any newly hired Employee more than the minimum starting rate of pay, based on the Employee's previous experience, skills, qualifications and on external market conditions and prior notice to the ASP President. However, the District agrees not to pay a newly-hired Employee more than an existing Employee with comparable experience and also agrees not to recognize more than five (5) years of previous experience when establishing a newly-hired Employee's rate of pay.

2018-2019

All Employees hired by the District on or before July 1, 2018 shall receive a 3.5% increase to their hourly wages, retroactive to the first work day of the 2018-2019 school year.

2019-2020

All Employees hired by the District on or before July 1, 2019 shall receive a 3.0% increase to their hourly wages.

2020-2021

All Employees hired by the District on or before July 1, 2020 shall receive a 3.0% increase to their hourly wages.

Longevity Increases (for all job classifications except for Bus Drivers)

Employees shall be entitled to receive the following longevity increases at the beginning of the fiscal year during which they will first reach the service milestone. The longevity increase shall initially be added to an Employee's hourly wage after any percentage of salary increase is added and shall be included in the hourly wage for any future percentage increases.

5 years	\$0.25 per hour added to the Employee's hourly wage
10 years	\$0.25 per hour added to the Employee's hourly wage
15+ years	\$0.25 per hour added to the Employee's hourly wage

(For the 2018-2019 work year, those Employees in years 5-9 shall receive the 5th year longevity amount (i.e., \$0.25), those Employees with 10-14 years of service shall receive the 5th and the 10th year longevity amount (i.e., \$0.50) and those Employees with 15+ years of service shall receive the 5th, 10th and 15th year longevity amount (i.e., \$0.75). For the 2018-2019 school year, longevity shall be retroactive to the first work day of the 2018-2019 school year.

For the purpose of computing an Employee's eligibility for longevity pay, service milestones will be computed based upon years of total continuous service with the District. For the purpose of this Section, time on an approved leave of absence or the time period in which an Employee is subject to recall from a reduction in force shall not constitute a break in service, though the actual time on approved leave or the time period in which an Employee is subject to recall will not count toward accruing additional service toward longevity milestones. The Employee must return to work in order to continue accruing the additional service.

14.5 INSURANCE - GROUP MAJOR MEDICAL

- A. The Board shall make available for each full-time Employee a group health/major medical insurance plan or plans. Any insurance coverage shall be effective as soon after initial employment as the insurance carrier(s) shall permit.

- B. The Board shall contribute amounts not to exceed \$7,550** for the 2018-2019 fiscal year, \$7,700** for the 2019-2020 fiscal year, and \$7,850** for the 2020-2021 fiscal year toward the single coverage premium and a supplemental major medical insurance policy for each Employee who is eligible and elects to participate. Only in the event that the District's insurance reserve balance decreases below an amount equal to twenty per cent (20%) multiplied by the current annual premium multiplied by the number of Employee participants (e.g., 20% x \$7,250 x 200 Employees = \$290,000), may the Board's contribution toward the single coverage premium increase above the amount stated herein. In such an event, the Board and the Employee shall each pay fifty percent (50%) of such increase, except that the Association reserves the right to submit a request to make changes – designed to avoid or minimize the increase in the cost of benefits - to the Schedule of Benefits from the Plan Document for Lake Region Schools Benefit Cooperative Employee Benefit Plan for the Employees of Antioch School District No. 34. In the case of HMO, PPO or supplemental major medical insurance, the aforementioned fifty percent (50%) contribution shall not apply unless and until the single coverage premium for such HMO, PPO or supplemental insurance exceeds the single coverage premium for the group health/major medical policy. (*Eligible Employees currently enrolled in the Supplemental Major Medical Program shall be allowed to continue only until such time as the current carrier no longer offers this coverage.)

The Board and the Association shall maintain a joint insurance committee. The purpose of the committee shall be to review current medical policies as well as other policies with the goal being to make

recommendations for a district-wide insurance plan likely to deliver medical coverage in the most cost effective manner. The role of the committee shall be advisory only. This committee shall meet no less than quarterly.

The Board shall offer family coverage for those who authorize it to the Board in writing through payroll deduction. In addition to the Board contributions for single coverage premium stated above, the Board shall contribute an amount not to exceed \$1,620** for the 2018-2019 fiscal year, \$1,650** for the 2019-2020 fiscal year and \$1,680** for the 2020-2021 fiscal year toward the family coverage premium for each Employee who is eligible and elects to participate.

** In the event the single or dependent coverage premium decreases, or does not increase in cost, the Board's contribution shall not increase from the previous year.

In the event an Employee leaves the district prior to the last day of school due to resignation or termination, Board contribution toward insurance premiums shall be paid through the last day of the month in which the Employee ceases employment.

The parties agree that, at the time this Agreement was being negotiated, the laws, rules and regulations surrounding the provision of health insurance by employers were in flux. Therefore, the parties agree that, the Board may request to, and if so requested, the parties shall reopen Section 14.5 of this Agreement due to changes and/or interpretations of the Internal Revenue Code or other laws affecting the provision of insurance benefits, or rules and regulations thereunder. Any such request to reopen shall be made in writing.

14.6 DENTAL INSURANCE

The Board shall annually contribute one hundred and ten dollars (\$110.00) toward the cost of employer provided dental insurance.

14.7 LIFE INSURANCE

The Board shall provide fifty thousand dollars (\$50,000) of term life insurance per full-time Employee from a company it chooses. However, the amount of group term life insurance may be reduced for full-time Employees who are sixty-five years (65) years of age and older in accordance with the schedule of benefits established by the group term life insurance carrier.

14.8 FLEXIBLE BENEFIT

The Board shall establish and fund the administrative setup fee, if any, of a flexible benefit plan that meets the requirements of Section 125 and Section 129 of the Internal Revenue Code. Each full-time Employee participating in the plan shall pay any other individual administrative fee for the plan. The plan shall be administered by an independent contractor selected by the Board. The plan shall be developed in consultation with the Association and shall provide an opportunity, pursuant to relevant Internal Revenue Service Guidelines and Regulations, for an Employee to elect to deduct from his or her compensation amounts to pay for benefits under the plan. Such benefits will include, to the extent allowable by the Internal Revenue Code:

- A. Premium costs for health insurance not otherwise paid by the Board;
- B. Single/Dependent Dental Insurance Expenses;
- C. Disability Income Insurance Expense;
- D. Other Non-Reimbursed Medical/Dental Expenses;
- E. Dependent Care Expenses;
- F. Vision Care Expenses.

Each full-time Employee wishing to participate in the plan shall, in accordance with the terms of the plan, elect by not later than September 1 of each plan year, the benefit(s) he/she wishes to participate in under the plan, as well as the amount of salary he/she wishes to deduct for his/her anticipated costs of participation in the plan. Such election shall be irrevocable for the twelve (12) month period September through August ("plan year") except for an authorized change in status as allowed under the terms of the plan and as otherwise allowed by the Internal Revenue Code and applicable regulations. By electing to participate, an Employee will also authorize the deduction of such anticipated costs, provided such amounts are within the limits set forth by the plan and applicable law. In no event shall an Employee authorize a deduction of less than four hundred dollars (\$400) per plan year, or a deduction of more than three thousand dollars (\$3,000) per plan year (or the maximum amount permitted by law, whichever is less) for non-reimbursed medical/dental expenses and vision care expenses. Such election shall be irrevocable for the twelve (12) month period September through August ("plan year") except for an authorized change in status under the terms of the plan and as otherwise allowed by the Internal Revenue Code and applicable regulations. Each Employee shall be reimbursed

no less than monthly or in accordance with the schedule established by the plan administrator, provided the Employee has timely filed evidence of reimbursable expenses under the plan.

The Flexible Benefit Plan and the plan year may be changed by mutual written agreement by the parties.

The Association agrees that by virtue of the foregoing, the Board does not warrant or guarantee that the funds set aside by any Employee for expenses to be reimbursed through the Flexible Benefit Plan are or shall be considered non-taxable by the Internal Revenue Service. The Association further agrees that the Board shall not be held responsible for any wrongful act or omission of the plan administrator selected by mutual agreement of the parties, including but not limited to embezzlement or theft of funds, improper or untimely payment of claims, negligence, fraud or the like. The Association further agrees that the conduct of the plan administrator shall not be the subject of any grievance under this Agreement.

14.9 RETIREMENT/SALARY INCREASE

A full-time educational support personnel Employee who participates in IMRF and meets the eligibility requirements set forth in Subparagraph A of this Section shall receive a Retirement/Salary Increase as set forth in either Subparagraph B.1, B.2 or B.3 below.

A. Eligibility

1. The Employee must have at least the requisite number of years of continuous full-time service with the District that is associated with each of the Retirement/Salary Increase tiers set forth in either Subparagraph B.1, B.2, or B.3 below and must be participating in IMRF at the time of retirement under this Section (an authorized leave of absence will not constitute a break in continuous service for purposes of this Section);
2. On or before May 1st of the first work year the Employee wishes to receive payment of the Retirement/Salary Increase set forth by this Section, the Employee must provide the Superintendent with written notice of intent to retire pursuant to this Section setting forth the number of years the Employee wishes to receive the Retirement/Salary Increase and the date of retirement from the District (which must be effective in the final year the Employee receives the Retirement/Salary Increase); and

3. Such notice of intent to retire is accepted and approved by the Board of Education. Upon acceptance and approval by the Board, the notice of intent to retire becomes irrevocable.

B. Payment of Retirement/Salary Increase

As recognition for Employees who provide long service and notice under Subparagraph A above and meet all other eligibility and processing requirements set forth in this Section, the District shall increase such Employee's salary as set forth in either B.1, B.2, or B.3 below, in accordance with the Employee's years of service and the number of years set forth in such Employee's notice of intent to retire.

The increases in the hourly rate set forth below are inclusive of any increase the Employee would have otherwise received in the school years in which he/she receives a Retirement/Salary Increase is paid. Note that the Board reserves the right to modify the payments set forth herein if such payment could cause the Board to pay an accelerated payment or penalty or fee to IMRF due to the provision of such payments.

1. For Employees who have at least fifteen (15) years of continuous full-time service at the time of presenting the notice of intent to retire: His/her regularly hourly rate shall be increased by four percent (4%) over the prior year's hourly rate for a maximum of two (2) work years. The salary increase shall take effect on July 1st.
2. For Employees who have at least twenty (20) years of continuous full-time service at the time of presenting the notice of intent to retire: His/her regularly hourly rate shall be increased by four percent (4%) over the prior year's hourly rate for a maximum of three (3) work years. The salary increase shall take effect on July 1st.
3. For Employees who have at least twenty-five (25) years of continuous full-time service at the time of presenting the notice of intent to retire: His/her regularly hourly rate shall be increased by four percent (4%) over the prior year's hourly rate for a maximum of four (4) work years. The salary increase shall take effect on July 1st.

14.10 EMERGENCY CLOSINGS

When a school and/or the Administrative Service Center is closed for emergencies, for any day or any part of a day, the Employee will not be required

to be in attendance and will not receive pay. Employees who work less than 12-months will be required to report to work on the make-up day and will then be paid.

14.11 OVERTIME - SUPPORT STAFF

All educational support personnel will be paid overtime at the rate of 1.5 times their regular hourly rate for all hours worked in excess of forty (40) hours in a work week. A work week is defined as from Sunday at 12:00 a.m. to Saturday at 11:59 p.m. Holidays, jury duty, vacations, unpaid lunchtime and any paid/unpaid leave, such as sick days or vacation do not count as time worked.

14.12 COMPULSORY MEETINGS - SUPPORT STAFF

Meetings of all educational support personnel outside of regular work hours, at which attendance is required by the Employer, will be considered working time. Payment for attendance at such required meeting will be a minimum of one-half (½) hour. For any meeting that lasts less than fifteen (15) minutes, Employees shall be paid for the actual time in attendance. Additionally, any meetings held with a Bus Driver while he or she is receiving guaranteed time, will not result in additional pay.

14.13 HOLIDAYS

To be eligible for holiday pay, the Employee must be at work the workday preceding and following the holiday. An Employee can receive holiday pay if absent due to a sick day by providing verification from a doctor or urgent care center. Additionally, an Employee may submit a request to the Human Resources Manager to receive holiday pay if he she is absent due to a serious life event outside of the Employee's control. Such reason shall be submitted to the Human Resources Manager, along with any documentation in support of the serious life event. The Human Resources Manager shall have the sole discretion to grant or deny the request.

- A. Employees who are assigned to work a 12-month, 40-hour per week position:

The District provides the equivalent of fourteen (14) paid holidays. When a holiday occurs on a Saturday or Sunday or a school closing, the district will designate another day as a paid holiday.

The list of Approved Holidays is subject to the annual school calendar adopted by the Board of Education. Additionally, the Board reserves the right to substitute another day in lieu of a designated holiday.

Approved Holidays:

New Year's Eve, New Year's Day, Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Thanksgiving Day (includes the day of, the day before and the day after), Christmas Eve, and Christmas Day.

- B. Employees who are assigned to work a 10 or 11-month thirty (30) hour per week position:

The District provides the equivalent of ten (10) paid holidays.

Approved Holidays:

New Year's Day, Martin Luther King's Birthday, Lincoln's Birthday or President's Day, Good Friday, Memorial Day, Labor Day, Columbus Day, Thanksgiving Day (includes the day of and the day after), and Christmas Day

No paid holidays will be granted until the district has employed the Employee for ninety (90) calendar days. The District may require educational support personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

14.14 VACATION

Employees who work a twelve-month work year at forty (40) hours per week are eligible to receive paid vacation days. Twelve-month part-time Employees who work at least twenty (20) hours a week are also entitled to vacation days on the same basis as full-time Employees, but the pay will be based on the Employee's average number of part-time hours per week during the last vacation accrual. Eligible Employees are granted vacation with pay and are expected to submit their vacation request through Aesop for approval. It is the Employee's responsibility to ensure that all scheduled vacation days are submitted into Aesop for approval and tracking.

The number of vacation days granted to an Employee is a function of the Employee's length of service. A full year of service runs from July 1 to June 30 of the following year.

Less than one (1) year of service – An Employee hired after July 1 must work through June 30 of the following year to be eligible for vacation time. Vacation time will then be pro-rated based on each full calendar month of employment.

(e.g., an Employee begins work on December 8, he/she will receive 0.8333 days of vacation for January, February, March, April, May and June = 5 days' vacation).

One (1) year of completed service through five (5) years of completed service - Ten (10) days of vacation.

Six (6) years of completed service through ten (10) years of completed service - Ten (10) days of vacation plus one (1) day for each year's service thereafter until ten (10) years.

Eleven (11) years completed service through twenty (20) years of completed service - Fifteen (15) days of vacation.

Twenty- one (21) years plus completed service - Twenty (20) days of vacation.

All vacation days must be used within twelve (12) months of the date on which it is granted; vacation days do not accumulate. No vacation days will be granted until the District has employed the Employee for a full year. Additionally, Employees may not elect to take "non-comp" days until all vacation, sick and personal leave days are exhausted.

The Board reserves the right to require an Employee to schedule and use vacation days.

In the event an Employee has any earned and unpaid vacation days, upon resignation from employment for the purpose of retirement through the IMRF, the Board reserves the right to pay such days in a manner that shall be considered non-reportable income for purposes of IMRF.

ARTICLE 15
CONTINUITY OF OPERATIONS

15.1 NO STRIKE PROVISION

Both sides recognize the desirability of continuous and uninterrupted operation of the instructional program during the normal school year. The Association accordingly agrees that it will not, during the period of the Agreement, directly or indirectly, engage in or assist in any strike against the Employer, as defined by the IELRA, or encourage any concerted refusal to render full and complete services in the Board or to engage in or support any activity whatsoever which would disrupt in any manner the operation of the schools for the life of this Agreement.

ARTICLE 16
EFFECT OF AGREEMENT

16.1 COMPLETE UNDERSTANDING

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. It is understood that all rights, powers and authority of the Board and/or its administrative staff not specifically limited by the language of this Agreement are retained by the Board

16.2 RECOGNITION OF THIS AGREEMENT

This Agreement supersedes and nullifies all previous written and verbal Agreements between the Board and the Association.

16.3 SEPARABILITY

Should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then that part shall be deleted from this Agreement to the extent that it violated the law. The remaining Articles, Sections and Clauses shall remain in effect. Should any additional modifications or change be made in this Agreement, it shall be necessary that the parties mutually agree in writing.

16.4 INDIVIDUAL CONTRACTS

Terms and conditions of the Agreement shall be referenced in individual contracts or employment agreements.

16.5 DURATION

This Agreement shall become effective on the first day of the 2018-2019 school year and shall continue in effect until the end of the day immediately prior to the start of the 2021-2022 school year.

SIGNATURE PAGE

This Agreement was signed _____ day of _____ 2018.

IN WITNESS THEREOF:

**FOR THE ANTIOCH SUPPORT
PROFESSIONALS, IEA/NEA**

**FOR THE BOARD OF EDUCATION
ANTIOCH COMMUNITY
CONSOLIDATED SCHOOL DISTRICT
#34**

President

Board President, Mary Beth Hulting

Secretary

Secretary, Crystal Penn