

AGREEMENT

between

THE BOARD OF EDUCATION
ROCKFORD SCHOOL DISTRICT No. 205

and

Local 692 of Council 31 of
The American Federation of State,
County and Municipal Employees, AFL-CIO

July 1, 2019 through June 30, 2024

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AGREEMENT

This Collective Bargaining Agreement is made and entered into by Board of Education Rockford School District #205 and the American Federation of State, County and Municipal Employees, AFL-CIO, Council 31 for and on behalf of Local 692, hereinafter referred to as the "Union".

Should any part of this agreement or any provisions contained herein be judicially determined to be contrary to law, such invalidation of such part or provisions shall not invalidate the remaining portions hereof and they shall remain in full force and effect. The parties agree to renegotiate the invalidated part of such provisions.

ARTICLE I RECOGNITION

Section 1. Recognition

The Board recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages, hours and working conditions for Paraprofessionals: Teacher paraprofessionals, Library paraprofessionals, Clerical paraprofessionals, Hall Monitors, Bilingual/Bicultural paraprofessionals, Early Childhood and Special Education paraprofessionals of the Rockford School District.

(Excluded are Noon Aides, Temporary Aides and Inactive Aides of the Rockford School District). Also excluded are those defined as supervisors, managers, conference employees, craft employees, short-term employees and students.

Section 2.

For the purposes of this Agreement full-time is defined as any employee in the bargaining unit working a normal schedule of at least 30 hours per week for District #205 for a full school calendar year. Beginning with the 1992-93 school year, the Board will account for part-time seniority on a prorated basis.

Section 3. Union Exclusivity

The Employer shall not meet, discuss, confer, subsidize or negotiate with any other employee organization or its representatives on matters pertaining to hours, wages, and working conditions for bargaining unit employees; nor shall the Employer negotiate with bargaining unit employees individually over their hours, wages and working condition, except as provided herein.

ARTICLE II UNION SECURITY

Section 1. Check-off

The Employer agrees to deduct bi-weekly Union Dues and P.E.O.P.L.E. contributions from the pay of those employees who are Union members covered by this Agreement and who individually, on a form provided by the Union, request in writing that such deductions are made. Such deductions shall be revocable to the extent provided in the Union's deduction authorization card and/or as otherwise provided by applicable law. The Union shall certify the current amount of deductions. The amount of the above employee deductions shall be remitted to AFSCME Council 31, 615 S. Second Street, P.O. Box 2328, Springfield, IL 62705-2328, after the deduction is made by the Employer with a listing of the employees, the employees' identification numbers, and the amount of the individual employee deduction(s). The information shall be provided in a secure electronic form.

Section 2. Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE III UNION RIGHTS

Section 1. Activity During Working Hours

When grievance meetings, labor management meetings and meetings of committees established by this contract are held at the Employer's request

during working hours, then employees shall be paid for such time. This includes attendance at such meetings by employees acting as Union representatives, stewards, witnesses or grievants. Nothing shall prevent the Employer from holding such meetings outside of working hours.

Section 2. Access to Board Premises by Union Representatives

Employer agrees that upon reasonable notice from the Union to Employer stating a reasonable purpose that a local representative and officer and AFSCME staff representative may have access to the premises of Employer so long as the same does not interfere with the educational process.

Section 3. Time off for Union Activities

Local Union representatives shall be allowed reasonable time off without pay for legitimate Union business such as Union meetings, state or area wide committee meetings, state or international conventions, provided reasonable notice is given by such employee requesting time off to Employer and provided further that adequate substitutes are available. Reasonable notice is construed in this case as five (5) working days.

Section 4. Membership Meetings

Upon reasonable notice, the Union may schedule Union meetings of the employees of the bargaining unit during times when said employees are not working at such meeting place within the Employer's buildings as is convenient and available. In the event additional custodial time is required by such meeting, the Union shall reimburse Employer for such expense.

Section 5. Union Bulletin Boards

Employer shall continue to allow the Union to have a bulletin board for the use of the Union in each work location or space on existing bulletin boards on the basis of space available. Any materials posted must bear the letterhead of AFSCME.

Section 6. Board Mailing System

The Union shall be permitted to use the interschool distributional facilities and services no more than twice a month during the school year. The Union shall be responsible for the delivery of materials to the central point and must identify the Union officer and address of the sender on the envelope or exterior portion of the material.

Additionally, the Union shall be permitted to use the internal e-mail system of the school district to communicate official union business to bargaining unit employees. Such use shall be consistent with Board policy, including the policies on electronic use, ethics, and non-harassment/non-discrimination.

Section 7. Staff Directory

All employees covered under this Agreement shall receive a staff directory as new ones are published.

Section 8. Information Provided to the Union

The District shall use its best efforts to provide the Union with the following information regarding bargaining unit employees on a monthly basis (to the extent that such information is available to the District):

- a. New hires, promotions, demotions, reclassification, layoffs, reemployments, transfers, leaves of absence, returns from leaves, suspensions, terminations,

retirements, resignations, discharges and any other information mutually agreed to by the parties. In addition, the information noted above will continue to be made available via Board Docs; and,

- b. In an electronic format, a seniority roster for all bargaining unit employees to include the following: full name, unique employee number, home address, home phone, cell phone, seniority date, work location, member or non-member status and union dues rate.

Section 9. New Employee Orientation

The District and Union representatives will form a committee to discuss and consider a schedule for New Employee Orientation and the content thereof. Designated date(s) and time(s) shall be established for said orientation. A representative of the Union shall be afforded an opportunity to present information during the orientation.

Section 10. Privacy

In response to a request under the Freedom of Information Act (5 ILCS 140/7) from an individual or entity that is not a party to this Agreement, the Employer shall use its best efforts to not provide information that is exempt from disclosure under that Act if the information requested pertains to bargaining unit employees, to the Union, or to matters related to collective bargaining.

ARTICLE IV LABOR MANAGEMENT MEETINGS

Section 1.

The Union and Employer agree that where both parties agree that it is desirable to have a meeting concerning matters covered by this contract that such meetings shall be held at a convenient time and place with an agenda established by agreement between Union representatives and Employer representatives.

Section 2.

- a. For the purpose of handling complaints and/or grievances, attending Labor/Management meetings and negotiations, and/or attending other meetings necessary for the smooth operation of the Employer, the Union shall be allowed to select their representative(s).
- b. NOTIFICATION - The Union shall notify the Employer of its designated stewards or Union representatives within thirty (30) days of the effective date of this Agreement and thereafter when changes occur.

ARTICLE V SENIORITY, VACANCIES, TRANSFERS, LAYOFF AND RECALL

Section 1. Seniority

Seniority for the purposes stated in this Agreement consists, for employees hired after July 14, 1992, of the employee's length of continuous service in a bargaining unit position with the Board of Education since his/her most recent date of hire. Seniority for employees on the payroll as of July 14, 1992, shall consist of the

length of continuous service with the Board since his/her most recent date of hire.

Section 2. Seniority List

A list of employees and their seniority within each category shall be established and maintained by Employer's Human Resources Department. Such list shall be available to the Union upon request.

Section 3. Job posting

Bargaining unit vacancies at a school shall be posted in the school for two (2) work days. Thereafter, vacancies shall also be posted on the district's website and shall remain posted on the district's website until the involved position is filled.

The posting for the position shall include the minimum qualifications. An employee may apply for the position by completing a job application form. Subject to the remaining provisions of this section, nothing herein shall prevent a paraprofessional who is assigned to the school where the vacancy exists from transferring to the vacancy, in the discretion of the principal and with the involved paraprofessional's consent, after the position has been posted on the district's website.

The job will be posted continuously until filled as noted above unless the district cancels the job. Where there are qualified applicants for a position from within the bargaining unit, the district must select a qualified applicant in preference to maintaining a long term substitute.

Transfers by bargaining unit employees will be limited to one (1) per semester (based upon the district's secondary school calendar), unless otherwise mutually agreed by the district and the union. A "transfer" occurs when a paraprofessional transfers to a different paraprofessional category within the same school or

transfers to any other paraprofessional position at a different school.

Section 4. Selection

Qualified candidates from inside the district will receive first consideration over qualified candidates from outside the District for each vacancy. The applicant best qualified for the position shall have preference. In the event the qualifications of applicants are substantially equal, the applicant with the most seniority in the district shall be awarded the job.

Section 5. Placements

In the vacancy-filling process, transfers and surplus will be placed first prior to placement of recalls from lay off and new-hires.

Whenever reasonably possible, on or about the Wednesday before the District's regularly-scheduled Board meetings the District will provide the Union President (or his/her designee) with the following information: 1) bargaining unit position(s) that have been deemed vacant by the District; 2) applicant(s) for position(s) that have been deemed vacant by the District (both internal and external); and, 3) the names of individual(s) (if any) who have been recommended by the District for placement in those position(s).

Within three (3) business days of the placement, the District will notify the Union of the names of the individuals placed in vacant paraprofessional positions. For purposes of this Section, a "business day" shall be defined as a day on which the District's Administrative Offices are open.

Section 6. Reinstatement of a Position Surplused

In situations where a specifically identified position is reinstated and the employee who held that position at the time that the position was last in effect wishes to be reassigned to that position, the following shall govern: Within the application deadline in the round in which that position is first posted on the District's website, the employee who held the job at the time that it was last in effect must notify the Director of the Human Resources Department that he or she desires to be reassigned to that position, and the employee will be placed in the position, provided he or she is qualified to hold such position. An employee who fails to follow this procedure will not be guaranteed the position.

Section 7. Reduction in Force

In accordance with the Illinois School Code, any employee being subject to a reduction in force will be given thirty (30) days advance notice by the District.

Section 8. Layoffs

Layoffs shall be in the inverse order of seniority within the bargaining unit.

When a RIF (Reduction in Force) occurs, the selection process may deviate from this Section provided the parties (Local Union President and RPS Designee) reach mutual agreement. If mutual agreement cannot be reached, the employer may exempt up to three (3) hard to fill classifications from the layoff process.

Section 9. Recall

In the event of recall, the employees who have been laid off shall be immediately notified. The one best qualified for the position shall have preference. In the

event the qualifications of applicants are substantially equal, the one with the most seniority in the bargaining unit shall be awarded the job.

Employer shall maintain the list of laid off employees (including those passed over) for two years.

Employees shall not lose their place on the recall list if they refuse recall to a position of a different type than the one from which they were laid off. Employees have the obligation to keep their current, valid addresses and telephone numbers on file with the Human Resources Department to enable contact with them for purposes of recall. Human Resources shall call/write the number/address on file with the Human Resources Department and shall be considered to have fulfilled its "notification of recall" requirement in doing so, regardless of whether or not the number/address is valid at the time.

Section 10. Loss of Seniority

There shall be no loss of seniority due to layoff or approved leave, except as otherwise provided in this Agreement. Provided however, that an employee who has been absent for a period in excess of eighteen (18) months shall be considered to have resigned from employment and that employee's seniority shall cease.

Section 11. Summer School

Positions in summer school shall be filled first by senior most qualified candidates from inside the bargaining unit, and then from outside the bargaining unit. The employment of a laid off employee for summer school does not affect that employee's status on layoff.

All employees who apply for a posted job will be notified as to whether or not they were successful within a ten (10) day period following the filing of said position.

Section 12.

The Employer shall advise any employees who are to be surplusd, via USPS or inter-office mail, as soon as possible after the Employer becoming aware of the change requiring the action.

**ARTICLE VI
GENERAL DESCRIPTION OF DUTIES****Section 1.**

The Employer and the Union will form a committee to discuss changes and updates in job descriptions for each job category. The responsibilities of each job and the qualifications necessary for each position shall be discussed by the committee. Each employee shall be furnished an updated copy of his/her job description upon request. The Employer shall also post job descriptions on the District's website.

Section 2.

Paraprofessionals' duties are to assist certified and other staff and contribute to the educational program. Although qualified paraprofessionals may be required to engage in the instructional program with students, either individually or as a class and conduct classes from time to time, the certified staff members shall be responsible and accountable for the educational program including formulating lesson plans, supervision of paraprofessionals and evaluation of students. Special Education paraprofessionals are included as "qualified" the same as Special Education Teacher paraprofessionals.

ARTICLE VII HOURS OF WORK

Section 1. Work Week

Work week shall be defined as Monday through Friday.

Section 2. Work Day/Work Schedule

Work day shall be defined as hours between 7:00 a.m. and 6:00 p.m. Hours of work are established by the Departmental Supervisor or Building Principal to fit the requirements of each school or program.

Work days shall be defined as the equivalent of student attendance days (i.e., up to 176 days) and holidays as recognized in Article XV of this Agreement (i.e., up to 13 days). In addition, with the mutual agreement of the employees, Employees may be requested to work up to 4 Institute Days, 2 Parent-Teacher Conference Days, and 2 School Improvement Planning Days.

Additionally, bargaining unit employees may be required to work up to 3 days prior to the start of the school year as well as before or after school during the course of the school year for training purposes. Provided, however, that where reasonably possible, the involved employee(s) will be provided with not less than two (2) weeks' advance notice of such training day(s) that are scheduled prior to the start of the school year and with not less than one (1) week's advance notice for training time scheduled before or after school during the course of the school year. Further, bargaining unit employees may be required to work additional days where special circumstances exist (i.e., where additional training is noted as being necessary based upon special training requirements identified in a student's IEP) or in the case of an emergency. A

paraprofessional who refuses or who is otherwise unable and/or unavailable to receive training as specified in this paragraph may, in the employer's discretion, be removed from his/her position and placed by the employer in any available paraprofessional position for which the involved paraprofessional is determined by the employer to be qualified or, if no such position is available, the paraprofessional may be subject to discipline as set forth in Article XIX. However, due consideration will be given to the paraprofessional for extenuating circumstances with prior review and approval by human resources.

Paraprofessionals who agree to work on the non-student attendance days noted above that they are requested to work or who are required to work on non-student attendance days and/or before or after their regularly scheduled work hours under the circumstances specified above shall be compensated for their participation consistent with the terms and conditions of this agreement.

Section 3. Meal and Rest Periods

All full-time employees shall have a duty-free uninterrupted, unpaid lunch period of thirty (30) minutes.

Full-time employees shall be entitled to a ten (10) minute break in the morning and ten (10) minute break in the afternoon to be established by their supervisors in order not to interfere with the educational process. No deduction from wages shall be made for break time.

Section 4. Institute Days/In-service/Workshops

While conference and institute days shall not be regular work days for the employees involved, those who are asked to come in and work and who do work shall be paid their regular wages.

Department supervisors or building principals may also require employees to attend before/ after school training or in-service training on conference days and institute days and those who do so shall be paid their regular wages. In-service training may also be held during regular work hours. Exceptions to this requirement may be made for extenuating circumstances with prior review and approval by human resources.

When a paraprofessional attends a workshop or seminar at the request of his or her supervisor, and the seminar or workshop is held on a day when the paraprofessional is scheduled to work, the paraprofessional will be compensated at his or her regular rate of pay for the time at the workshop or seminar. Provided, however, that the number of workshops and/or seminars for which a paraprofessional shall be compensated under this section shall not exceed two (2) days per school year

On institute days and early release days during the school year, paraprofessionals employed under this contract may attend in-service/workshops when, in the sole judgment of the building principal, the appropriate area service director, and/or appropriate special education administrator, such attendance will be helpful to such paraprofessionals in the performance of their work. In those events, such paraprofessionals will be compensated for their attendance.

Section 5. Testing Days

Testing days shall be regular days of work for employees. For those employees who are not providing assistance to students for such testing, the Principal or Principal's designee shall assign other work responsibilities. Testing days shall include those days on which students take final exams, ISAT, Prairie State, Stanford, or other required testing as designated by the District.

Section 6. Electronic Timekeeping

The following rules shall apply to electronic time-keeping:

1. Employees shall have four (4) "grace" periods per school year for which they may be tardy up to six (6) minutes per occurrence and for which they will neither be docked nor disciplined. For five (5) or more tardies in one school year, the employee shall be disciplined and their pay may be docked.
2. Sick time may be used in fifteen (15) minute increments for doctor appointments and illness (self and family). If the employee has exhausted sick time, the employee will be docked, but must also have prior approval from his./her supervisor.
3. Personal business leave may be used in fifteen (15) minute increments.
4. In the event an employee must leave the building early on district business, the time shall not be docked, provided his/her supervisor has given advance approval to the employee.
5. Grace Period. For payroll calculation purposes, there will be an assigned 10 minute grace period before and after the defined scheduled start time of the shift as follows:

> Ten (10) minutes before scheduled clock in and up to ten (10) minutes after the clock in will be rounded to the scheduled clock in.

> Ten (10) minutes before clock out and up to ten (10) minutes after clock out will be rounded to scheduled clock out.

Employees who are tardy to work and who fail to clock in within the first ten (10) minutes of their sched-

uled shift or who leave early and who clock out prior to the last ten (10) minutes of their scheduled shift must either use approved, paid time off or they shall have their pay docked. To allow for absence entry in ¼ hour increments, punches recorded within the scheduled day (outside of the ten (10) minute schedule rounding) round on the quarter hour.

Notwithstanding the above, an employee who is tardy to work or who leaves prior to completing his/her scheduled work hours may be subject to disciplinary action.

ARTICLE VIII OVERTIME

Section 1.

Hours worked in excess of the employee's normally scheduled hours shall be paid at the employees' straight time hourly rate up to forty (40) hours a week. All hours worked in excess of forty (40) hours during a week shall be compensated at one and one-half (1-1/2) times their straight time hourly rate. Overtime hours are subject to the Departmental Supervisor's or Building Principal's prior approval.

Section 2.

Overtime shall be paid at time and one-half (1½) the employee's regular rate in keeping with the requirements of applicable law.

Section 3.

Employees shall have the right to refuse overtime if they have a prior commitment.

Section 4.

The parties agree all time worked after the normal scheduled work day will be treated as straight time unless the employee has worked over 40 hours.

ARTICLE IX SCHOOL CANCELLATION

Section 1. Inclement Weather/Snow Day

On a day when school is in session and the school is dismissed because of inclement weather or other emergency situations, and where in the discretion of the supervisor there is no work for the employee to do, the employee may leave and be paid for the remainder of the half day.

Should the cancellation occur during the first half of the day, the employee who leaves shall be paid for a half day; and should the cancellation occur during the second half of the day, the employee who leaves shall be paid for the whole day. Personal leave days and/or sick leave may be used for days when school is closed as the result of inclement weather/snow days if the paraprofessional chooses.

Section 2. Emergency Days

When a school is closed for an emergency which is not inclement weather/snow days (e.g., spread of disease/illness, water pipes frozen, no heat, etc.) and are days which will not be made-up in the calendar, staff will not suffer a loss of pay; provided, however, that in such event all or a portion of the staff impacted by the school closure may be moved to another school if staffing needs at another school are identified by the Employer, in its discretion. This pay guarantee shall

not apply in any single event beyond an initial five (5) working days period. In the event emergency days are not otherwise designated as paid leave, personal leave and/or sick days may be used for days when school is closed as a result of an emergency if the paraprofessional chooses.

ARTICLE X HEALTH AND SAFETY

Section 1.

The Employer recognizes its responsibility to make all reasonable provisions for the health and safety of the employees consistent with the standards set by the State of Illinois Department of Labor.

Section 2.

The Union recognizes the responsibility of its members to obey reasonable safety rules and follow safe work practices, to insure employee safety, as well as that of co-workers.

Section 3.

An employee shall immediately report any unsafe working conditions or work practices to the appropriate supervisor. If the matter is not resolved, it will be taken by the Union to the Superintendent of Schools.

Section 4.

In the event the administration has been notified that a student has been diagnosed as having a transmittable disease which could affect employees and/or their children, this information shall be given to those employees who may be directly exposed to that student.

ARTICLE XI RIGHTS OF EMPLOYEES

Section 1.

The Illinois School Code provides that Boards of Education shall indemnify and protect employees of school districts against death and bodily injury and property damage, claims and suits, including defense thereof, when damages are sought for negligent or wrongful acts alleged to have been committed in the scope of employment or under the direction of the Board of Education.

Section 2.

Appearances in court, under subpoena, in litigation matters arising out of a current employee's employment by the school district will not result in loss of wages or accumulated leave. The difference between regular wages and any subpoena or witness fees received will be paid by the Board. If time spent exceeds regular work day, affected employee will be compensated for all hours involved.

Section 3.

Whenever a staff member is absent from school as a result of physical incapacitation, hospitalization, or resulting court appearances and/or legal consultation caused by assault and/or battery of a staff member occurring within the scope of employment or while under the direction or supervision of the Board of Education or Administration, said staff member shall not be charged personal illness leave for such absences, if such absence is verified by a competent physician as solely related to the assault in question. No more than ten (10) days of such absence shall be allowed for any one occurrence.

ARTICLE XII PERSONAL LEAVE

Section 1.

All employees will be allowed three (3) of their sick days to use as personal leave for the purpose of handling personal affairs which cannot be transacted on the weekend or after school hours. Up to six personal days may be accumulated for personal leave. Except in the case of emergency, personal leave shall be granted upon request with two days prior notice to the building principal or the appropriate supervisor except on the day preceding or following a legal or special holiday and/or the first or last day of school. In the event of an emergency, requiring personal leave, before or after a special holiday and/or the first or last day of school, a written request stating the reason shall be submitted to the Superintendent or a designee for approval in their sole discretion. Such personal leave shall not be used for casual or indiscriminate purposes. Casual or indiscriminate uses include but are not limited to taking vacations or earning an income from another source.

Section 2.

When death occurs in the immediate family of an employee, such employee, upon request will be excused for any three (3) scheduled days of work with pay following the date of death; this time must be used within thirty (30) calendar days of the family member's death, unless there are circumstances that would justify extension of the thirty (30) days (i.e. travel abroad, legal issues). Determination whether to grant an extension will be made by the head of Human Resources or his/her designee. The Employer may require proof of the date of death, funeral or memorial service. In addition,

the employee may use any accumulated personal leave time. An employee's immediate family shall include: spouse, children, parents, brother, sister, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, step-parents and step-children. The employee may use personal leave if he/she has it available.

Section 3. Jury Service

An employee who is called for jury service or who is required by law to appear for examination by a jury commission prior to such jury service will be excused from work. Such employee will be reimbursed the difference between his/her normal rate of pay for normal rate of pay for necessary time lost. Employee shall sign his/her jury duty check over to the District Financial Department and will then be paid his/her regular pay for the time spent on jury service as provided in this paragraph.

Section 4. Medical Leave

Employees who have exhausted their accumulated sick leave days, but are unable to report to or back to work because of continuous illness or injury may receive a disability leave without pay for a period of up to three (3) months, and may be extended up to a total of eighteen (18) months. To qualify for such leave, the employee must report the disability as soon as the need for leave becomes known.

During the medical leave, employees will retain seniority and health care benefits as if they were actively working.

The employee on medical leave will be returned to the position he or she held prior to the leave, provided the employee gives notice and returns from the leave within ninety (90) calendar days.

Section 5. Temporary Paraprofessional

The sub-para filling in while a paraprofessional is on leave is temporary and gains no rights to the position.

Section 6. Family and Medical Leave Act

Certain of the leaves provided in this agreement may be covered by the requirements of the Family and Medical Leave Act of 1993 (FMLA) and will be available to all bargaining unit members who meet the eligibility requirements of the Act. The FMLA requires that eligible (i.e., employees employed at least one year and for at least 1250 work hours during that year) employees be provided with twelve (12) weeks of leave in any twelve (12) month period for qualifying events. Procedures for intermittent leave, notice requirements, medical certification, and forms to be submitted shall be according to District Policy.

Qualifying events under the FMLA include:

- a. The birth and first-year care of a child;
- b. The adoption or foster placement of a child;
- c. The serious health condition of an employee's spouse, parent or child; and
- d. The employee's own serious health condition.

FMLA leave runs concurrently with sick leave, personal leave, medical and other leaves.

Section 7.

A position of an employee on leave may be advertised and the vacancy filled after the employee has been on leave for ninety (90) calendar days.

Section 8. Maternity Leave

- a. A regular classified employee who is pregnant may be entitled, upon request, to a leave without pay to begin at any time between the commence-

- ment of her pregnancy and the birth of her child. Said employee shall notify the Director of Human Resources in writing of her desire to take such leave and, except in case of emergency, shall give notice at least thirty (30) days prior to the date on which her leave is to begin. She shall include with such notice either a physician's statement certifying her pregnancy or a certified copy of the birth certificate of her child, whichever is applicable. An employee who is pregnant may continue in active employment as late into her pregnancy as she desires, provided she is able to properly perform all of her required functions.
- b. The leave of absence shall become effective at the end of the last day of formal employment and may extend up to eighteen (18) consecutive calendar months without compensation.
 - c. The employee must give sixty (60) days notice of her desire to return from maternity leave.
 - d. The employee will return to the position held prior to the leave provided she gives notice and returns within ninety days of leaving.
 - e. If the employee returns within the prescribed period of maternity leave or within a period of extension granted by the Director of Human Resources, she will retain all accumulated sick leave. Upon return the employee will return to the same level she had of her particular category in accordance with current salary policy and will retain, but will not accrue seniority while on leave. Upon return from leave, an employee shall be eligible for any vacant position for which the employee is qualified, and that no other more qualified senior employee has applied for. If no such vacancy is available, the employee shall

remain on unpaid leave status until such time as a vacancy occurs for which the employee is qualified.

Section 9. Graduation

Paraprofessionals shall be allowed to attend the graduation ceremonies with staff members at their assigned High School if the graduation is held during their assigned High School's regular school hours.

ARTICLE XIII SICK LEAVE

Section 1.

- a. IMRF-paying paraprofessionals (those working 600 hours or at least 3-1/2 hours per day, 5 days a week) receive 12 days sick leave per school year earned at the rate of 1.20 days per month.
- b. Non-IMRF-paying paraprofessionals (those working fewer than 600 hours or fewer than 3-1/2 hours per day) receive 6 days sick leave per school year earned at the rate of .6 days per month.
- c. Any paraprofessional who is subject to coverage under IMRF may accumulate sick leave for IMRF credited service purposes up to the amount of sick days that would increase credited service for retirement purposes.
- d. A sick day may be used for personal illness, quarantine at home, or serious illness or death in the immediate family or household. "Immediate family" shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians or as otherwise allowed

consistent with the provisions of the Illinois Employee Sick Leave Act (820 ILCS 191/1 et seq.).

Section 2.

For the purpose of computation of overtime, sick leave will be considered as time worked.

Section 3.

If an employee has not exhausted his or her sick days, a physician's statement may be required for an absence of more than three (3) consecutive work days and/or when the Employer has a reasonable basis demonstrating the abuse of paid sick leave.

Section 4. Permanent Disability Benefits

Payments for absence in connection with permanent disability are made in accordance with the Illinois Municipal Retirement Fund procedures for those who are eligible thereunder.

Section 5. Workers' Compensation

Payments are made in accordance with the State law covering occupational injuries and diseases for those who are eligible thereunder.

Section 6.

Employees who have accrued in excess of fifteen (15) sick days may use any such excess sick days during the winter break period and during the spring break period (i.e. Special Holidays). Employees who choose to apply their excess sick days to the winter and/or spring break must submit a written request to their supervisor in advance of the break period.

ARTICLE XIV EDUCATION LEAVE

Section 1.

Any education paraprofessional who has been employed by the District for one (1) year shall be eligible for an educational leave for a period of four (4) years, provided they agree to return to the District for a period of two (2) years. Seniority will be maintained, but not accrued, during educational leaves and a paraprofessional on such leave must be registered as a full-time student in a course of study which will enhance his/her performance as a professional within the District and will lead to continued employment with the District upon completion.

Section 2.

During the course of an educational leave, a paraprofessional on such leave may continue group health care and dental coverage. The District shall continue to pay the Board of Education's portion of premium share while the paraprofessional is on approved educational leave for up to eighteen (18) months.

Section 3.

Tuition waivers are maintained and processed through the Human Resources Department. Such waivers are made available to paraprofessionals and other eligible employees on a first come, first serve basis.

ARTICLE XV HOLIDAYS

Section 1.

Employees working twenty-five (25) hours or more a week shall be compensated with pay for all holidays that are listed in the approved school calendar except as otherwise noted in this Section. To qualify for holiday pay, employees must work his/her regularly scheduled hours the day before and the day after the holiday. For purposes of this Article an Employee is eligible for holiday pay in the event the District is closed as a result of snow or where the Employee is on an approved paid Personal Day on the day before or after a holiday.

Such days may include:

- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day
- New Year's Day
- M.L. King's Birthday
- Presidents Day
- Casimir Pulaski Day
- Good Friday
- Memorial Day

Bargaining unit members employed by the Board of Education as paraprofessionals over July 4th will be eligible for the July 4 holiday.

In the event that the District receives a waiver from the State Board of Education for Columbus Day, Veterans Day, Martin Luther King Day, Presidents' Day and/or Casimir Pulaski's Birthday and school is

conducted, then bargaining unit members shall work on the waived holiday and shall receive holiday pay during the Winter Break for Columbus Day and/or Veterans Day and/or holiday pay during the Spring Break for Martin Luther King Day, Presidents Day and/or Casimir Pulaski's Birthday.

Bargaining unit members are guaranteed 12 holidays per school year, and 13 for those working the school year and summer school.

Section 2.

To be eligible for Holiday pay, an employee must work the last scheduled work day before and after the holiday provided, however, that absence on either such day caused by any of the following conditions shall not result in disqualification:

1. Illness (Board may require a physician's statement.)
2. Death in the immediate family (see list of family members in Article XV.)
3. Appearance in court on District's business or jury duty.
4. Time off for official Union business when requested by the Union President and authorized by the School District.
5. In the event of documented personal emergency provided that the Building Principal or his/her designee approve the reason and documentation for the absence.
6. For the purposes of this Article an Employee is eligible for holiday pay in the event the District is closed as a result of snow or where the Employee is on an approved paid leave on the date before or after a holiday.

In the event the day that would have been the "last

scheduled work day before” or “first scheduled work day after” the holiday is cancelled, such cancelled day shall not be cause for an employee to forfeit his/her eligibility for holiday pay

ARTICLE XVI NON-DISCRIMINATION

Section 1. Board Policy Against Discrimination

Neither the Employer nor the Union shall discriminate against or in favor of any employee on account of any factors where such discrimination is prohibited by applicable Federal, State and/or local laws or by the Employer’s policies prohibiting discrimination in employment.

Appropriate rules and regulations shall be developed by the administration for the effective implementation of said laws.

Section 2. Union Activity

The Employer and the Union agree that no employee shall be discriminated against, intimidated, restrained, or coerced in the exercise of any rights granted by this Agreement, or on account of membership or lawful activities on behalf of the Union.

Section 3. Equal Employment Opportunity

The District is an equal employment opportunity Employer. In employment decisions including, but not limited to, hiring, promotion, demotion, lay-off, recall, discipline and termination, neither the District or the Union will discriminate against employees on the basis of race, color, sex, national origin, ancestry, religion, age, handicap/disability, marital status, sexual orientation, unfavorable discharge from the military service, or on the basis of any other protected category.

Section 4. Reasonable Accommodation Policy

The District has a policy to provide a reasonable accommodation to qualified individuals with disabilities who can otherwise perform the involved job's essential functions. This policy is posted on the District's website or may be accessed in the Human Resources Department. When a qualified individual with a disability seeks an accommodation, the individual should contact the Human Resources Department.

Section 5. Anti-Harassment/Anti-Discrimination Policy

It is the policy of the District to provide employees with an environment free from all forms of unlawful harassment and discrimination. The District has a policy prohibiting sexual, racial and other forms of unlawful harassment. This policy is posted on the District's website or may be accessed in the Human Resources Department. If an employee believes the he or she has been the victim of unlawful harassment or discrimination, the employee should notify the Human Resources Department.

ARTICLE XVII EVALUATION AND REMEDIATION

Section 1. Evaluation Procedure

Prior to the end of the school year, the evaluated employee will be provided with an opportunity to meet with the evaluator and discuss the performance evaluation.

Section 2. Waiver of Performance Evaluation

If an employee receives a performance evaluation rating of "Exceeds" or "Outstanding" and he/she returns to the same position and school in the subsequent

school term, the employee may waive receipt of a performance evaluation for that subsequent school term, provided the waiver is in writing and given to the building principal, with a copy to the Human Resources Department, no later than thirty (30) days after the start of the term.

Section 3. Lack of Performance

The Board and the Union agree that employees should perform their assigned duties at a satisfactory level. Prior to the evaluation of an employee as unsatisfactory, the following should occur:

- Documented evidence of one or more counseling sessions addressing the area(s) that could lead to an unsatisfactory evaluation. The documented counseling session should be signed by the supervisor and initialed by the employee.
- When the work performance of the bargaining unit employee is evaluated as unsatisfactory, the administrator to whom the employee reports shall place the employee on remediation. The administrator, Human Resources Administrator, and employee shall meet and draw up a remediation plan. Such bargaining unit employee shall have the right to invite a union representative to be present at that meeting. A copy of the proposed remediation plan shall be forwarded by the Human Resources Administrator to the Union President. The remediation plan shall be implemented for a period not less than sixty (60) working days. The remediation plan shall include approximate dates of at least two (2) periodic reviews of progress. The progress meetings will take place with the employee, the supervisor and

a Human Resources Administrator or designee. Upon the request of the employee, a union representative may attend the progress meetings. If, upon completion of the remediation, the employee's work performance is unsatisfactory, the employee shall be terminated.

An employee is not eligible for transfer during remediation.

Section 4. New Employees

1. A new employee shall be denominated a "probationary" employee. A probationary period for all such new employees shall begin on the first day of employment and end after the employee has completed ninety (90) work days of employment. A probationary employee may be discharged or disciplined by the Board without recourse at any time prior to the end of the probationary period.
2. A probationary employee's access to the grievance procedure will be limited to grievances related to pay, benefits and hours of work. Upon successful completion of the probationary period, the employee's name will be placed on the seniority list.
3. Unless mutually agreed to otherwise, probationary employees are not eligible for transfer.

ARTICLE XVIII PERSONNEL RECORDS

Although it is recognized that certain personnel records must be kept at each work station for each employee covered by this Agreement, there shall be only one official personnel file kept by employer in the Human Resources Department of employer, and all evaluations are to be placed in this file. Upon reason-

able notice during office hours, an employee or a Union representative who has been authorized in writing by the employee may examine the official personnel file of employee. The Union and the employees shall not abuse the privilege by repeated examinations. In the event copies are requested by the Union or employee, they shall pay the usual and customary rate to the employer for such copies.

The contents of an employee's official file shall not be released to another employer without the express written permission of that employee. Employer shall give notice to employee at employee's last known address of any materials placed in employee's official personnel file.

ARTICLE XIX DISCIPLINE AND REMEDIATION

Section 1. Misconduct

- a. Discipline. The Employer agrees with the tenets of progressive and corrective discipline. Disciplinary action or measures shall include only the following:

- (1) Oral reprimand;
- (2) Written reprimand;

Oral and written reprimands shall be recorded on a standard form.

- (3) Written suspension;
- (4) Written discharge.

All reprimands, including oral reprimands, will be documented and a copy given to the employee and a copy sent to the Chief Steward. Discipline is the sole and exclusive responsibility of the employer. However, no employee shall be disciplined or discharged except for just cause.

While progressive discipline is preferable, there may be instances where it cannot be applied and where the employer is warranted in taking more severe disciplinary action immediately including discharge.

- b. Manner of Discipline. If the Employer has reason to discipline an employee, it shall be done in a manner that is respectful of the employee's privacy.
- c. Representation. Employees shall be allowed Union representation at any meeting or interview which he/she feels may result in discipline. No such meeting shall be delayed more than two (2) working days (unless a longer period is necessitated by the involved employee's absence(s) from work). Provided, however, that it shall be the responsibility of the employee to request Union representation prior to the meeting or interview if they want to have it..
- d. Polygraph. No employee shall be required to take a polygraph examination as a condition of obtaining or retaining employment.
- e. Verbal reprimands and written reprimands shall not be considered when issuing progressive discipline if one (1) year of active employment has passed from the date of that verbal reprimand or written reprimand without the employee having received discipline. In the event that such verbal and written reprimands (i.e., those that are not to be considered after one (1) year of active employment under the above language) are found to exist in a file other than the official Human Resources file, the holder of such file

shall be directed by Administration to remove such a reprimand from that file and to submit the reprimand to the Human Resources Department for filing in the employee's personnel file.

Section 2. New Employees

[moved to Section 4 – New Employees above 5/15/2013]

ARTICLE XX GRIEVANCE PROCEDURE

Section 1. Grievance

- a. A grievance is defined as any difference, complaint or dispute between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement or arising out of other circumstances or conditions of employment.
- b. Grievances may be filed by the Union on behalf of an employee, a group of employees or itself, setting forth name(s) or group(s) of the employee(s).
- c. Upon receipt of a written request from the Union, the Employer shall timely furnish the Union with copies of documents that are relevant to and related to the grievance being processed.

Section 2. Grievance Steps

Step 1:

- a. Grievances shall be presented in writing to the Grievant's building level supervisor not later than ten (10) working days from the date the Grievant became aware of the occurrence giving rise to the complaint. The supervisor shall render his or

her written response to the Grievant within five (5) working days after the Grievant was originally presented.

- b. Some grievances which are not directly related to a person's job such as those relating to payroll or insurance may be more easily addressed by first presenting them in writing to the involved administrator or supervisor rather than to the Grievant's supervisor. The Grievant's administrator or supervisor shall have five (5) working days within which to hold a hearing and/or present a written decision on the grievance to the Grievant and Union.
- c. If no written decision has been rendered within the time limits indicated within a step, then the grievance may be progressed to the next step.

Step 2:

In the event the grievance is not resolved in Step 1, it may be presented in writing to the next level of supervision involved or the Human Resources Department within five (5) working days from the Step 1 response or the date the Step 1 response was due, whichever is earlier. The second level of supervision shall respond to the Grievant in writing within five (5) working days.

Step 3:

If the grievance or dispute is not resolved in Step 2, it may be presented by the Union to the Superintendent of Schools or his designee in writing within five (5) working days after receipt of the Step 2 response or after the Step 2 response was due, whichever is earlier. Within five (5) working days after receipt of the grievance, the parties shall meet to attempt to resolve the grievance. The Superintendent of Schools or his

designee shall render a written response within ten (10) working days following the meeting.

Step 4:

- a. If the grievance is not resolved at Step 3 within ten (10) working days after receipt of the Step 3 response or after the Step 3 response was due, whichever is earlier, the Union may refer the grievance to arbitration. Under the rules of the American Arbitration Association, the Arbitrator's decision and award shall have the effect as prescribed in the Arbitration Act of the State of Illinois.
- b. The Arbitrator shall have no authority to change this agreement in any way.
- c. The expenses and fees of the Arbitrator and the American Arbitration Association shall be shared equally between the parties. The parties shall pay their own attorneys fees and witness fees, if any.
- d. The time limitations within which to present the grievance or to appeal to the next level or to refer to arbitration are jurisdictional.
- e. It is agreed that a representative of AFSCME may appear on behalf of any employee in the procedures outlined herein.

Section 3. Time Limits

- a. Grievances may be withdrawn at any step of the grievance procedure without prejudice. Grievances not appealed within the designated time limits (and where there has been no mutual agreement of extension) shall be treated as withdrawn grievances.

- b. Time limits at any or for any hearing may be extended by mutual agreement of the parties involved at that step.

ARTICLE XXI NO STRIKE-NO LOCKOUT

Section 1. No Strike

During the term of this Agreement, there shall be no strikes, work stoppages or slow-downs.

Section 2. No Lockout

No lockouts of employees shall be instituted by the Board of Education during the term of this Agreement.

ARTICLE XXII PRINTING OF THE AGREEMENT

The Employer shall have this contract printed in booklet form and the Union shall be provided with sufficient and extra copies for distribution to employees. Except for reasonable cause shown by the Employer, employees shall receive copies within 60 days of District ratification.

ARTICLE XXIII WAGES FOR PARAPROFESSIONALS

Section 1. Standards Applicable to Paraprofessionals

All Paraprofessionals are required to meet the minimum standards required by applicable law (as they may be revised from time to time). .

Effective January 2, 2020 (if ratified by the bargaining unit employees prior to February 14, 2020), the starting

hourly rate for new employees shall be \$11.41; that starting rate will be increased to \$12.25 per hour effective July 1, 2020; to \$13.25 per hour effective July 1, 2021; to \$14.00 per hour effective July 1, 2022; and to \$15.00 per hour effective July 1, 2023.

Wage increases for each year of the contract will be set forth in the schedule that will not be attached to the contract but will be set forth in a separate Memorandum of Understanding.

A \$1.00 per hour premium will also be paid to paraprofessionals who are regularly assigned (or temporarily assigned for a period of in excess of five (5) consecutive school days) to certain premium assignments, as detailed below:

Self-contained Special Education Classrooms with students in the following programs:

- i. emotional disturbance;
- ii. autism; and/or
- iii. intellectual disabilities.

Employees who do not elect to receive their pay via direct deposit shall have their pay checks mailed on the same day as those employees receiving direct deposit to a location as directed by the respective employee. Employee pay stubs will be accessible online. An Employee who wishes to receive a paper copy of his / her pay stub must submit a written request to the Payroll Department.

Section 2. Salary Credit Workshops

The parties to this Agreement shall establish a joint committee to review and study the utilization of salary credit workshops.

The joint committee shall be comprised of three

(3) members from the Union and three (3) members from the Employer. Within thirty (30) calendar days of ratification of the Agreement, the Committee shall meet for the purpose of reviewing and recommending salary credit workshops. Thereafter, the Committee shall meet at least quarterly. Meetings shall be scheduled so as not to disrupt Paraprofessional responsibilities within the regular school day when children are in attendance. Bargaining unit members shall be compensated at their regular hourly rate of pay for all time spent at Salary Credit Committee meetings. The Union shall be allowed to select their representative(s) to said Committee.

Section 3.

Additional Compensation for Approved Salary Credit Workshops

Credits	5	10	15	20
Salary X	+2%	+2%	+2%	+2%

Section 4. Review of Earned Credits

There shall be a semi-annual review of salary credits earned through Board approved workshops by paraprofessional staff members. The review shall be made at the beginning of each semester.

Salary adjustments shall be made as soon as possible following each semi-annual review. Such adjustments shall be retroactive to the first pay period of said semester.

Section 5. Longevity

Employees become eligible for an increase on their base pay as a result of longevity with the District. Eligibility for longevity pay will be based on the employee's full-time appointment with the District in accordance with the below schedule:

Completion of 5 years = 5% increase to base pay

Completion of 10 years = an additional 4% increase to base pay (for a cumulative amount of 9%)

Completion of 15 years = an additional 3% increase to base pay (for a cumulative amount of 12%)

Completion of 20 years = an additional 2% increase to base pay (for a cumulative amount of 14%)

Completion of 25 years = an additional 2% increase to base pay (for a cumulative amount of 16%)

Completion of 30 years = an additional 2% increase to base pay (for a maximum cumulative amount of 18%)

For purposes of this Section, a "full time" employee is one who has been regularly scheduled to work not less than thirty (30) hours per week during the employee's years of service with the District. A part-time employee (i.e. one who has is regularly scheduled to work less than thirty (30) hours per week) shall be eligible for an increase as a result of longevity when the employee's part-time hours worked equal the number of hours that a full-time employee would have worked at the involved longevity step (e.g., if a full-time employee would have

worked 5520 hours after completing 5 years (5 years X 1104 hours per year), the part-time employee will be eligible to receive the 5% increase once the employee has completed 5520 hours of work, and so on).

The maximum an employee's base pay will be increased via longevity pay will be a cumulative amount of 18% over 30+ years of full-time service (or the equivalent number of part-time hours worked over a longer period equivalent to 30+ years of full-time service).

Section 6. Receipt of Wages

Employees will be paid every other Friday or according to the established Board policy.

Section 7. Errors in Pay

Any errors in the computation of the wages of members shall be corrected as soon as possible upon discovery of the error and an adjustment to correct the error shall be included in the next pay period. A failure to issue a regular paycheck (for regular hours worked) shall be promptly remedied by issuance from payroll of a special payroll check, provided the affected employee has timely submitted all necessary information on hours worked. No bargaining unit member shall be adversely affected as a result of the overpayment of wages which occurred during the term of the July 1, 2012 through June 30, 2016 Agreement. The Employer agrees that it shall not seek back wages from employees resulting from overpayment during the aforementioned period of time.

Section 8. Computation of Wages

Employees shall receive hourly compensation in accordance with the salary schedule computed in accordance with Federal and State Law and Board of Education policy.

Section 9. Mileage

Employees who are required to use their personal automobiles while in the course of their employment and/or in authorized service to the District shall be reimbursed at the employee business miles rate periodically established by the Internal Revenue Service. Employees must comply with minimum insurance requirements as established by state law.

Section 10. Pay Period

The pay period shall be Thursday through Wednesday.

ARTICLE XXIV INSURANCE

Bargaining unit employees whose normal work schedule is thirty (30) hours or more per week are eligible for insurance coverage. In addition, for those employees who are eligible for insurance coverage, the Employer shall provide \$20,000 life insurance at no cost to the employee.

Premiums will be deducted in equal installments from the first two paychecks of each month of the academic year (i.e., September through May). Monthly premiums shall be paid in equal installments such that employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period.

The Employer will have two health insurance plans [i.e., a higher deductible PPO plan (PPO 1000) and a high deductible health plan (HDHP) with a health savings account (HSA)]. The PPO 1000 and HSA shall have the following premiums:

Rates as of July 1, 2019 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	\$47.16	\$62.88	\$0
Employee + children	\$126.10	\$165.52	\$0
Employee + Spouse	\$134.09	\$175.99	\$0
Family	\$218.20	\$278.81	\$0

Rates as of July 1, 2020 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	\$0
Employee + children	12.5%	15.5%	\$0
Employee + Spouse	12.5%	15.5%	\$0
Family	12.5%	15.5%	\$0

Rates as of July 1, 2021 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	\$0
Employee + children	15%	18%	\$0
Employee + Spouse	15%	18%	\$0
Family	15%	18%	\$0

Rates as of July 1, 2022 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	\$0
Employee + children	17.5%	20%	\$0
Employee + Spouse	17.5%	20%	\$0
Family	17.5%	20%	\$0

Rates as of July 1, 2023 (9 month employees)

Category	PPO-1000 wellness	PPO-1000 non-wellness	HSA
Employee	7%	10%	\$0
Employee + children	20%	23%	\$0
Employee + Spouse	20%	23%	\$0
Family	20%	23%	\$0

The percentages noted above shall be based upon the total health insurance premium cost applicable to each coverage level (i.e., employee, employee & Child, employee & Spouse; and family).

For the HDHP Plan, the District will contribute the following sums in the employee's HSA account in accordance with the Plan criteria:

Effective upon ratification through June 30, 2020

	HSA	HSA Wellness
Employee	\$ 400	\$ 650
Employee + Ch	\$ 600	\$ 1150
Employee + Sp	\$ 700	\$ 1200
Employee + family	\$ 800	\$ 1500

Effective July 1, 2020 and for the remaining duration of the Agreement

	HSA	HSA Wellness
Employee	\$ 400	\$ 800
Employee + Ch	\$ 600	\$ 1350
Employee + Spn	\$ 700	\$ 1400
Employee + family	\$ 800	\$ 1750

Employees who do not elect Medical Insurance, shall pay the following monthly premiums for Dental Insurance in equal installments such that employee premiums will be prorated across a 9 month period thereby providing coverage across a 12 month period:

Dental Only	
9 mth	
Employee	\$7.00
Employee + Ch	\$13.51
Employee + Sp	\$14.00
Employee + family	\$20.00

For Employees who take insurance, half of the monthly premium payment for insurance will be deducted from the first two paychecks of each month. In the event of a third paycheck in a month, there will be no insurance premium deducted unless there is a refund or deduction to correct a specific situation.

Employees who participate in the Wellness Plan will be required to earn 100 points annually.

The District has designed the Health Plan to cover wellness exam benefits at 100% if done by an in-network provider. The wellness exam benefits are not subject to a deductible, co-insurance or co-pay so long as the provider is able to code the visit as “wellness” and


so long as exam is not diagnostic in whole or in part.

The single deductible on the HDHP Plan will be the lowest amount that is allowed by the Internal Revenue Service (IRS) for an embedded single deductible involved with a family HDHP plan while still qualifying for Health Savings Account (HSA) eligibility (as the IRS regulations/guidance may be interpreted by the District). The adjustments to the single deductible under this language, if any, will occur at the time of open enrollment and shall otherwise be in keeping with IRS regulations/guidance (as the IRS regulations/guidance may be revised from time-to-time and as they may be interpreted by the District).

ARTICLE XXV TERMINATION

This Agreement is effective July 1, 2019 and shall continue in effect through midnight, June 30, 2024 and from year to year thereafter unless either party hereto notifies the other in writing no later than April 1, 2024 or any April 1 thereafter, that it desires to terminate or otherwise modify this Agreement.

BOARD OF EDUCATION



Kenneth J. Scrivano, President



Tim Rollins, Vice President



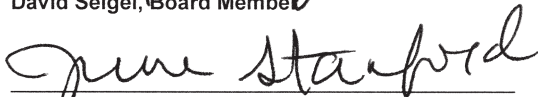
Jude Makulec, Secretary



Anthony Dixon, Board Member



David Seigel, Board Member

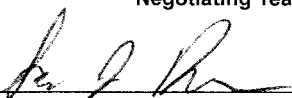


June Stanford, Board Member



Michael S. Connor, Board Member

Council 31 AFSCME LOCAL 692
Negotiating Team



Sara L. Dorner, Staff Representative



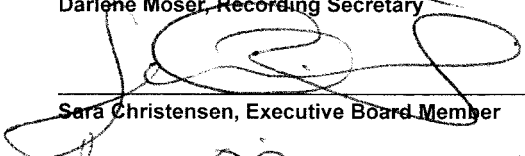
Elizabeth Christensen, President



Kristi Overton, Treasurer



Darlene Moser, Recording Secretary



Sara Christensen, Executive Board Member



Laura O'Brien, Executive Board Member



Dawn Szczech, Member



Vicki Skaggs, Member

