

Collective Bargaining Agreement

Between

**The Board of Education of Indian Creek
Community Unit School District 425**

And

**The Professional Association of Support Staff
(PASS), IEA-NEA**

2020-2025

TABLE OF CONTENTS

ARTICLE I - RECOGNITION	3
ARTICLE II - ASSOCIATION RIGHTS	3
2-1 Association Dues Deduction	3
2-2 New Employee Information	4
2-3 Use of School Facilities & Equipment	4
2-4 Association Leave	4
2-5 Labor-Management Meetings	4
ARTICLE III - MANAGEMENT RIGHTS	4
ARTICLE IV – EMPLOYEE RIGHTS	5
4-1 New Employee Training	5
4-2 Probationary Period	5
4-3 Discipline	6
4-4 Seniority	6
ARTICLE V – EVALUATIONS & FILES	7
5-1 Evaluations	7
5-2 Personnel Files	7
5-3 Job Descriptions	8
ARTICLE VI - WORKING CONDITIONS	8
6-1 Employee Workday	8
6-2 Work Year	8
6-3 Duty-Free Meal Break	9
6-4 Emergency School Closings	9
6-5 Overtime	9
6-6 Notification of Assignment	9
6-7 Vacancies, Transfers & New Positions	10
ARTICLE VII – LEAVES	10
7-1 Sick Leave	10
7-2 Personal Leave	11
ARTICLE VIII - GRIEVANCE PROCEDURE	12
8-1 General Definition of Grievance	12
8-2 Additional Definitions and Understandings About the Grievance Process	12

8-3	Procedural Requirements for Filing a Grievance	13
ARTICLE IX – COMPENSATION		15
9-1	Wages	15
9-2	Payroll	15
9-4	Insurance Coverage	16
9-5	District Insurance Committee	16
ARTICLE X - EFFECT OF AGREEMENT		16
10-1	Savings Clause	16
10-2	Complete Understanding	16
10-3	No Strike Clause	16
10-4	Negotiations	16
10-5	Term of Agreement	17

ARTICLE I - RECOGNITION

The Board of Education of the Indian Creek Community Unit School District 425, DeKalb County, Illinois, hereinafter referred to as the "Board," recognizes the Professional Association of Support Staff, IEA-NEA, hereinafter referred to as the "Association," as the exclusive bargaining agent for the following bargaining unit of employees employed by the Board: all full and part-time paraprofessionals, including para-educators, teacher assistants, ESL paraprofessional and library paraprofessionals. These individuals are hereinafter referred to as "Employee(s)." Excluded from this unit are all secretaries, cooks, custodial and maintenance employees, bus drivers, technology support specialists, certificated personnel, supervisory and confidential employees as defined by the *Illinois Educational Labor Relations Act* (IELRA).

ARTICLE II - ASSOCIATION RIGHTS

2-1 Association Dues Deduction

The Board will deduct from each Association member's pay the current dues of the Association provided the Board has received an Association Authorization Form for dues deduction signed by the member and submitted to on the Business Office by the Association at least fourteen (14) days prior to the first payday of September or the member's first payday if the member is hired after the start of the school year.

- A. Member authorizations will remain in effect from year to year unless the Employee revokes said authorization or terminates her/his employment with the District. Members may revoke their dues authorization by notifying the Business Office and the Association in writing that he/she is revoking dues authorization.
- B. Dues will be deducted annually during the months of September through May in equal amounts.
- C. All dues deducted by the Board will be remitted to the Association within fourteen (14) days of that deduction.
- D. The Association will annually certify the amount of the dues to the Business Office at least fourteen (14) days prior to the first payday in September. In the event dues have increased from the previous year, the Association will certify the amount of the increase and total dues in writing to the Business Office by August 15 or as soon as PASS receives notice of the increase, whichever is later, of the year in which the increase is to take effect. Failure to notify the Business Office by August 15 will waive the Board's obligation to increase the dues deduction for that year.

The Association shall indemnify and hold harmless the Board, its members, non-bargaining unit employees and agents from any and all claims, demands, suits and costs incurred in connection with any claims, demands or suits resulting from any reasonable action taken or omitted by the

Board, its members, non-bargaining unit employees and agents for the purpose of complying with the provisions of this Section.

2-2 New Employee Information

Upon request of the Association, names, addresses, positions, job locations, and wage placements of newly hired Employees will be provided to the Association.

2-3 Use of School Facilities & Equipment

- A. The Association may make reasonable use of the District equipment and bulletin boards to conduct Association business. Such use will not interfere with the educational programs of the District or Employee assignments.
- B. The Board will provide space for the Association to store a file cabinet, supplied by the Association, for Association materials.
- C. The Association may make reasonable use of meeting space in school facilities for Association meetings, provided such meetings neither interfere with instructional and extracurricular programs of the District nor conflicts with school events or employee assignments.

2-4 Association Leave

In the event that the Association desires to send appointed representatives to local, state, or national conferences or on other business pertinent to Association affairs, these representatives shall be excused without loss of wages for an aggregate amount of six (6) days in any school year, limited to three (3) days per individual unless approved by the Superintendent. A written request for approval of leave will be submitted to the Superintendent four (4) school days prior to the use of any leave days. Substitute costs shall be paid by the Association.

2-5 Labor-Management Meetings

At the request of either party, the Superintendent and Association Co-Presidents will meet twice per school year for the purpose of maintaining ongoing communications and discussing issues that affect Employees. By the Friday prior to the meeting, each party will submit to the other an agenda covering items to be discussed at the meeting.

ARTICLE III - MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities, subject to the terms of the collective bargaining agreement, conferred upon it and vested in it by the laws and Constitutions of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

1. To the exclusive management, organization, and administrative control of the District and its properties and facilities;
2. To determine the duties responsibilities and assign
3. ments of all District employees; to direct the work of its Employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into Agreements with private vendors for services;
4. To hire all Employees, and subject to the provisions of law, to determine their qualifications and the condition for continued employment;
5. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to establish grades and courses of instruction, including special programs; to determine staffing patterns, to determine the number, deployment and kinds of personnel required in order to maintain the efficiency of District operations; and
6. To build, move or modify facilities; establish budget procedures and determine budgetary allocation.

ARTICLE IV – EMPLOYEE RIGHTS

4-1 New Employee Information and Training

- A. Within 10 work days of the Employee's hire, as approved by the Board of Education, the Superintendent or designee shall provide to the Association the Employee's name, home address and email address.
- B. Within five workdays of the Employee's hire, as approved by the Board of Education, the building supervisor or designee shall provide orientation and training for each new Employee regarding the expectations, standards, equipment and processes to be used in the completion of the Employee's job duties and expectations. Examples of such orientation and training include, but are not limited to: providing an orientation packet; shadowing other employees within the department or in a similar position; professional development; and access to facilities and systems. A welcome/new hire packet will be given to the new employee.

4.2 Probationary Period

The first sixty (60) workdays for an Employee will be a probationary period. The probationary period will begin on the Employee's first day of work as an Employee. The Administration may extend the probationary period an additional thirty (30) workdays. The Administration will notify the probationary Employee if the probationary period is extended. During the

probationary period, the Board or Administration will have the sole and absolute right to discipline, suspend or dismiss an Employee for any reason, with or without just cause. Re-employment and discipline of a probationary Employee are not subject to the grievance procedure in Article VIII.

4-3 Discipline

A. Discipline and Dismissal

Suspension without pay and dismissal from employment for disciplinary reasons will be for cause. This provision does not apply to dismissal or changes in employment status which occur for non-disciplinary reasons, such as because of a reduction in force.

When the Superintendent deems appropriate under the circumstances, Employee discipline will follow progressive discipline concepts, with the disciplinary steps being:

1. Verbal warning and/or written reprimand, depending on the severity of the incident as determined by the Administration
2. Suspension without pay
3. Discharge

The disciplinary steps may be used and initiated at the appropriate level within the context of any initiating incident or set of behaviors deemed inappropriate. All disciplinary action will remain in the Employee's personnel file and be considered, as appropriate, if and when future incidents occur. Where, in the Superintendent or designee's judgment, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive discipline inappropriate, the appropriate disciplinary step to be used will be determined by the Superintendent or designee. As related to Employee discipline, only suspension without pay and discharge are subject to the Grievance Procedure in Article VIII.

B. Right of Representation

Employees will have the right to be accompanied by an Association representative at any investigatory interview. An investigatory interview is a meeting called by the Administration or the Board for the purpose of questioning an Employee to obtain information and the Employee reasonably believes that discipline may result. It will be the responsibility of the Employee to request a representative, and to ensure the representative's attendance. Evaluation meetings and/or conferences are not considered disciplinary in nature and Employees are not entitled to an Association representative at these meetings.

4-4 Seniority

As used in this Agreement "seniority" means continuous employment by the Board. Full-time employees employed in their position for the full work year, they will earn one (1) year of seniority. Part-time Employees will accrue seniority on a pro rata basis. Seniority for an Employee working less than the full work year for his/her position will be computed on a pro-rata basis. Seniority will not accrue during any leave-of-absence without pay. Seniority will not be interrupted due to excused absence.

Seniority will be position-specific within the following Job Positions:

1. Para-educators
2. Library Paraprofessional
3. Part-Time Para-educators

The Board will maintain and furnish to the Association a seniority roster by February 1 annually. In the event two or more Employees have the same start date, seniority position will be determined by lottery.

ARTICLE V – EVALUATIONS & FILES

5-1 Evaluations

Every employee will be evaluated at least annually. At a minimum, such evaluation will consider an Employee's work quality, promptness, attendance, reliability, conduct, judgment, and cooperation. Evaluators or designee may request input on Employee performance from the individuals who work with the Employee, as deemed appropriate by the evaluator. The evaluator will have an evaluation conference with each full-time employee before the end of the school year. The Employee will receive a copy of the evaluation. The substance and ratings of Employee evaluations are not subject to the Grievance Procedure in Article VIII.

5-2 Personnel Files

- A. The official personnel files will be maintained by the Office of the Superintendent.
- B. Each Employee will have the right, upon request, to review the contents of his/her official personnel file within seven (7) workdays after the request is made. Such review will be conducted in the presence of the Superintendent's designee. An Employee may be accompanied by an Association Representative at the review.
- C. All discipline documents that are placed in the official personnel file will be given to the Employee. The Employee will acknowledge that the materials have been received by affixing her/his signature on the document. The Employee will have the right to attach dissenting material to any item in the file.

- D. Upon request, an Employee may obtain a copy of the information in his/her personnel file. The Board may charge a fee for providing a copy of such information.

5-3 Job Descriptions

- A. Job Descriptions for positions in the bargaining unit will be maintained in the Superintendent's Office.
- B. Upon request, copies of job descriptions will be provided to the Association President. If revisions are made to bargaining unit job descriptions, the Association President will receive a copy for the revised job description.

ARTICLE VI - WORKING CONDITIONS

6-1 Employee Workday

Full-time Employee is defined as an Employee working at least thirty-five (35) hours per week. Part-time Employee is defined as an Employee regularly employed and working the same schedule every week, as set by the Administration, of less than 35 hours per week.

The Superintendent may modify an Employee's work schedule within the parameters of a 40-hour workweek. If the duration of the schedule modification will exceed one (1) workweek, the Superintendent will provide Employees with notice of the modification thirty (30) days in advance. The supervising administrator may require Employees to work additional hours when necessary.

Hours beyond a 40-hour workweek may only be assigned by the Superintendent in writing. No Employee will work more than 40 hours in a workweek without prior, specific written authorization from the Superintendent.

If an Employee is required to work outside his/her normal workday, the Employee will be paid at his/her normal hourly rate for all hours under forty (40) hours in a workweek. The supervising administrator will notify the Employee in writing that the Employee is required to work additional hours. Attendance at meetings and school events not designated as "required" or "mandatory" in writing by the supervising administrator will be considered voluntary and will not be compensated or counted toward an Employee's hours for the week.

On Fridays, and the day before Thanksgiving break, Spring break and Winter break, Employees may leave work after all student buses have departed without loss of compensation. However, Employees required to stay until the end of the regular workday on any of those days will be notified by his/her supervising administrator and will not receive any additional compensation.

6-2 Work Year; Work Day

Effective with the start of the 2020-21 work year for Employees, other than Library Paraprofessionals, shall be 177 days, of which, one day shall be for professional development prior to the first student attendance day each year. Such Employees shall work 7.25 hours on a regular work day. All such days will be noted on the official school calendar adopted annually by the Board of Education. Library Paraprofessionals will work 183 days per school year at 7.5 hours on a regular work day, including five (5) days before or after the beginning of the school year as designated by the building principal.

6-3 Duty-Free Meal Break

An Employee who works at least seven and one-half (7.5) continuous hours per day will receive an unpaid thirty (30) minute duty-free meal break that begins within the first five (5) hours of the Employee's workday. Employees may leave school property during their duty-free meal break.

6-4 Emergency School Closings

If the Superintendent or designee closes the school due to an emergency, and the students are to complete e-learning (or other remote learning option), Employees are to assist students and other staff, complete online training, and/or other duties assigned. In the event the students are not completing e-learning (or other remote learning option), a make-up day will be scheduled by the Superintendent or designee. In the event of an early student dismissal due to weather, Employees may leave immediately after the last bus has left, without any loss of wages.

6-5 Overtime

Overtime work is all work performed in excess of forty (40) hours per week. The "week" begins on Sunday and ends on Saturday. Hours actually worked count toward the forty (40) hours. Leave time (e.g., vacation, sick leave, personal leave, jury duty, etc.) and holidays do not count toward the forty (40) hours.

No overtime will be performed by an Employee without prior, specific written authorization from the Superintendent. Overtime may be assigned at the discretion of the Superintendent.

Overtime is paid at "time and one-half" of an Employee's hourly rate.

6-6 Notification of Assignment

Employees will be notified of their tentative assignments for the following school year by last student attendance day of the school year. An Employee may be assigned to any position for which he/she is qualified. Upon a written request within five (5) days of the assignment, an Employee may request a conference with the Superintendent or designee to discuss reasons for the assignment.

Upon request, the Association President will receive a list of all Employee assignments within ten (10) workdays of the submitting the request.

6-7 Vacancies, Transfers & New Positions

The Board has the right to determine whether to fill Employee vacancies as they occur. A vacancy is defined as a position within the bargaining unit that is unfilled, including newly created positions, after all Employees have been assigned. If the Board chooses to fill a vacancy, a vacancy notice will be posted on the District website. Any Employee interested in transferring to the open position must apply for the position as described in the posting. All postings will be held open internally for five (5) weekdays, except in emergency situations. Current Employees who apply for a vacancy will receive an interview, except in emergency situations.

Voluntary transfers are those transfers that are requested (applied for) during the posting period by the Employee. Requests for voluntary transfers will be determined based on the Superintendent's determination of the needs of the District and the qualifications of the Employee as determined by the Superintendent.

It will be within the District's inherent managerial authority to involuntarily transfer Employees within the bargaining unit.

An involuntary transfer is defined as the reassignment of an Employee from one job to another anywhere in the District. Involuntary transfers will be decided based on the Superintendent's determination of the needs of the District and the most qualified Employee to fill the position as determined by the Superintendent.

ARTICLE VII – LEAVES

7-1 Sick Leave

Full-time Employees receive 12.5 paid sick leave days per year. Part-time Employees, who work at least 600 hours per year, receive prorated paid sick leave days per year based on the number of hours. Part-time employees will receive sick leave pay equivalent to their regular workday. Unused sick leave shall accumulate to a maximum of 240 days, including the leave of the current year.

Sick leave may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, for birth, adoption, or placement for adoption, or as otherwise defined by the *Illinois School Code*. The definition of "immediate family" includes parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Sick leave for birth is limited to thirty (30) workdays, unless otherwise certified by a physician. Sick leave for adoption or placement for adoption is limited to thirty (30) workdays. The

Superintendent may require that the employee provide evidence that the formal adoption process is underway.

The Superintendent may require documentation from a physician licensed to practice medicine, or a properly authorized physician assistant, as a condition for paying sick leave after an absence of three (3) days for personal illness or injury, an absence of thirty (30) days for birth, or as the Superintendent may deem necessary in other cases. If the Board or Superintendent requires a certificate during a leave of less than 3 days for personal illness, the District will pay the expenses incurred by the Employee.

Sick days must be taken in one-half (1/2) day or full day increments.

A full-time Employee who is hired after the start of the work year for his/her position will receive a prorated amount of sick leave days equal to the percentage of workdays remaining in the Employee's work year. Sick leave days will be prorated for Employees who do not work a full workweek.

Employees will not accrue sick leave while on a leave of absence

When an employee continues to be eligible for sick leave except that the employee has no remaining sick leave days, the employee will automatically be placed on a non-paid leave of absence until such time as the employee returns to work or the end of the current school year, whichever occurs first.

7-2 Personal Leave

Full-time Employees will receive two (2) paid personal leave days per year. If an employee does not need to use the personal leave days, the personal leave days will become unused sick leave days at the end of that school year and be credited to his/her accumulated sick leave or, the employee may elect to receive compensation for said personal days in the amount commensurate with the Districts daily rate for compensation for substitute workers. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request must be submitted to the Building Principal forty-eight (48) hours before the date of the requested leave.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last 5 days of the school year, unless the Superintendent grants prior approval.
3. Personal leave may not be used in increments of less than one-half day.
4. Personal leave is subject to any necessary replacement's availability.
5. Personal leave may not be used on an in-service training day and/or institute training days.
6. Personal leave may not be used when the Employee's absence would create an undue hardship.

ARTICLE VIII - GRIEVANCE PROCEDURE

8-1 General Definition of Grievance

A grievance is defined as a complaint by the Association or an Employee that there has been an alleged violation or misapplication of any of the specific provisions of this Agreement. A grievance must be filed within fifteen (15) calendar days of the original occurrence of the event complained of or when the grievant should have known of the occurrence, whichever is later.

The written information contained in the filed grievance shall include:

- A. A description of the specific grounds of the grievance, including names, dates, and places necessary for a complete understanding of the grievance;
- B. A listing of the provisions of this Agreement which are alleged to have been violated, or misapplied; and,
- C. A listing of specific actions requested of the Administration to remedy the grievance.

8-2 Additional Definitions and Understandings About the Grievance Process

- A. It is agreed that no grievance will be presented hereunder which occurred prior to the effective date of this Agreement.
- B. Grievant is defined as the Employee pursuing the grievance. An Employee may present grievances to the Administration without the intervention of the Association, provided that the Association has been given the opportunity to be present at all meetings beyond Step 1.
- C. Grievances involving more than one Employee or more than one supervising administrator may be filed at Step 2.
- D. A grievance may be withdrawn at any level without establishing precedent.
- E. The failure of the Employee or the Association to act within the time limits set forth will preclude further appeal of the grievance. An administrator's failure to render a decision or meet within the time limits set forth shall permit the Employee or Association to proceed to the next step.
- F. The Association and the Superintendent may mutually agree in writing to bypass any step of the grievance procedure.

- G. Time limits set forth in this procedure may be extended by mutual agreement.
- H. Days are defined as days the District Office is open.
- I. Re-employment or discharge of probationary Employees is not a proper subject for grievances under the Grievance Procedure (non-retention).
- J. Matters excluded from the grievance procedure by this Agreement and matters covered by statute and governmental agencies are not subject to the Grievance Procedure.

8-3 Procedural Requirements for Filing a Grievance

Before a grievance is filed, a sincere attempt should be made to resolve any difference informally between the Grievant and the immediate supervisor. If, however, this process does not resolve the issue(s) to the satisfaction of both parties, a grievance may be processed as follows:

Step 1

The Grievant or the Association will present a written grievance to the appropriate supervising administrator within fifteen (15) days of the original occurrence of alleged violation. The immediate supervisor will meet with the Grievant within five (5) days of the receipt of the grievance. Within ten (10) days of the grievance meeting, the immediate supervisor will provide his/her written decision. A copy of this decision will be given to the Grievant and the Association.

Step 2

In the event the grievance has not been satisfactorily resolved at Step 1, the Grievant or the Association may appeal to the Superintendent or designee. The appeal will be made within ten (10) days after the receipt of the Step 1 decision. Within ten (10) days of receipt of the appeal, the Superintendent or designee will meet with the Grievant to resolve the grievance. The Superintendent or designee, within ten (10) days of the grievance meeting, will provide his/her written decision to the Grievant and the Association.

Step 3

If the grievance is not resolved satisfactorily at Step 2, the Association may advance the grievance to binding arbitration. The American Arbitration Association ("AAA") will act as the administrator of the proceedings. The demand for arbitration must be submitted in writing to the Superintendent within thirty (30) days from the receipt of the Step 2 decision.

The parties may agree on a mutually selected arbitrator within seven (7) days of receipt of the demand. If the parties fail to reach agreement on an arbitrator within seven (7) days, the

grievance will be submitted to AAA and the parties will select an arbitrator using the following method: (1) the Association will strike two names and the Board will strike two names. The person whose name remains will be the arbitrator. The arbitrator selected shall be jointly notified of his/her selection and requested to contact the parties with respect to setting up a time for a hearing.

The Association will be responsible for the initial AAA fee. Each party may request one (1) new panel during the arbitrator selection process. The party requesting the new panel will be responsible for the fee associated with a new panel. Each party will bear the cost of its representation in the arbitration. Both parties will share the cost of the arbitrator.

The arbitrator's decision will not amend, modify, nullify, ignore, or add to the provisions of this Agreement. The arbitrator's authority will be strictly limited to deciding only the issue or issues presented to him/her in writing by the Board and Association. The decision must be limited solely and simply to interpretation and implementation of the terms of this Agreement.

1. The arbitrator shall have no power to establish compensation structures.
2. The arbitrator shall have no power to change any practice, policy, or rule of the Board, nor to substitute his judgment for that of the Board as to the reasonableness of any such practice, policy, rule, or any action taken by the Board. The arbitrator's powers will be limited to deciding whether the Board has violated the expressed Articles or Sections of this Agreement.
3. All claims for back wages shall be limited to the amount of wages that an Employee would have otherwise earned, less any unemployment or other compensation that he may have received from any source during the period of back pay. No decision in any case will require a retroactive wage adjustment in any other case. In any case, an award shall not go back further than the beginning date of this Agreement.
4. Any grievance occurring during the period between the termination date of this Agreement and the effective date of a new agreement shall not be processed if the remedy sought would have an impact on the negotiations in progress. Any grievance which arose prior to the effective date of this Agreement shall not be processed.
5. The fact that the grievance has been considered by the parties in the preceding steps of the grievance shall not constitute a waiver of jurisdictional limitations upon the arbitrator in this Agreement.
6. If either party requests a transcript of the proceedings, that party shall bear the full cost of that transcript. If both parties order a transcript, the cost of the two transcripts shall be divided equally between the Board and the Association.

ARTICLE IX – COMPENSATION

9-1 Wages

2020-2021 through 2024-2025

A. All employees having been employed the previous year at the School District will receive a raise equal to the base starting salary set forth in 9-1.B below, plus \$0.10 per year of service at the School District. For example, an employee with 10 years of service at the School District would be entitled to an hourly rate of \$12.00 per hour for the 2020-2021 school year (\$11.00 plus \$1.00). If, however, that formula results in an employee earning an hourly wage less than the prior year, then the employee shall then not be subject to the formula and shall instead receive a 3.5% hourly wage increase for the year.

B. Starting Salary

Hourly compensation for new hires shall be as follows:

2020-21 \$11.00
2021-22 \$12.00
2022-23 \$13.00
2023-24 \$14.00
2024-25 \$15.00

9-2 Payroll

The Employee's annual salary shall be divided into 24 equal installments, less such deductions as are required, and will be payable by the 8th and 22nd day of each calendar month. If the pay period is on Saturday, Sunday or legal holiday, payment will be on the preceding workday. Salary payment will be made by direct deposit unless notification has been submitted to the district office by September 1st. The Board requests that checks be cashed before the end of the calendar month. The usual deductions from salary consist of the following:

IMRF retirement if applicable
Federal and state income taxes
Insurance if applicable
IEA and NEA dues (18 pay periods) when authorized in writing

9-3 Insurance Coverage

All eligible employees may participate in a group medical insurance plan offered by the Board. The Board will pay the first \$420 of the employee's monthly insurance premium. The Employee will cover the remaining monthly cost of the insurance premium.

9-4 District Insurance Committee

The Association may appoint one (1) representative to the District Insurance Committee, as established pursuant to the Agreement between the Board and the Indian Creek Education Association.

ARTICLE X - EFFECT OF AGREEMENT

10-1 Savings Clause

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

10-2 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through written mutual consent of the parties. The Association and the Board retain all rights granted to both by the IELRA.

10-3 No Strike Clause

The Association will not strike during the life of this Agreement. The Board agrees that it will not lockout any Employee during the life of this Agreement.

10-4 Negotiations

In the year in which the Agreement is due to expire, negotiations for a successor agreement will begin within sixty (60) days from the receipt of a request by either the Board or the Association

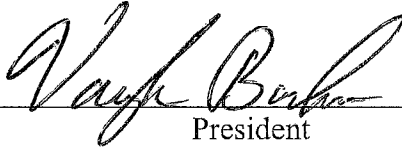
to commence negotiations. Each party will select its representatives for negotiations and these representative will have the authority to make proposals and reach tentative agreements.

10-5 Term of Agreement

This Agreement will be effective July 1, 2020 and will continue in effect through June 30, 2025.

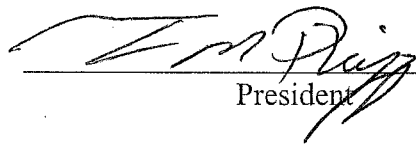
This Agreement is signed the 3 day of September 2020.

For the Indian Creek School District 425
Board of Education



President

Professional Association of Support Staff



President