

AGREEMENT BETWEEN

BELVIDERE CUSD#100

AND

BELVIDERE EDUCATION
SUPPORT STAFF
ASSOCIATION (BESSA), IEA -NEA

2023-2026

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PREAMBLE

This AGREEMENT is entered into this ____ day of June 2023, by and between the BELVIDERE COMMUNITY UNIT SCHOOL DISTRICT #100 (hereinafter referred to as the "Board" or "District") and the BELVIDERE EDUCATION SUPPORT STAFF ASSOCIATION, IEA-NEA (hereinafter referred to as the "Association"), and applies only to said parties.

Accordingly, it is the intent and purpose of this Agreement to set forth the parties' entire agreement with respect to the rates of pay, fringe benefits, and other conditions of employment that will be in effect during the term of this Agreement for employees covered by this Agreement; to prevent interruptions of work and interference with the operations of the District's schools; to maintain the highest standards of personal and professional integrity and conduct at all times; and to provide procedures for the prompt and peaceful adjustment of grievances as provided herein.

NOW, THEREFORE, the parties agree with each other as follows:

ARTICLE 1 - RECOGNITION

Section 1.1. Recognition

The Board recognizes Association as the sole and exclusive bargaining representative for all full-time and part-time non-certificated custodial and maintenance personnel, including skilled trades, employed by the Board; but specifically excluding all certificated employees, secretarial employees, the Operations Director, Facilities Manager, Custodial Manager, Grounds Supervisor, Building Supervisors at high schools and middle schools, all managerial, supervisory, confidential, substitute employees, short-term employees, as defined by the Illinois Educational Labor Relations Act, as amended, and all other employees.

ARTICLE 2 - NONDISCRIMINATION

Section 2.1. Generally

Neither the Board nor the Association shall discriminate against employees because of membership or non-membership in the Association or because of participation or non-participation in Association activities.

Section 2.2. Americans with Disabilities Act

Notwithstanding any other provisions of this Agreement, the parties agree that the District may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

ARTICLE 3 - ASSOCIATION RIGHTS

Section 3.1. Use of District Facilities for Association Meetings

The Association may, by prearrangement with the building principal, use a multipurpose room or other suitable facility for Association meetings. Such meetings shall be held at reasonable hours and limited to such times as do not conflict with the use of the facility for school purposes. When custodial service is required, the District may require the Association to reimburse the District for such service.

Section 3.2. Use of District Equipment and Materials

The District will designate certain items of school equipment for use by the Association for Association business. Such use, however, shall be prescheduled so as to be outside the basic school day, shall be by prearrangement with the building principal, and shall be done outside the work hours of the employee using the school equipment. Such use shall in no case take precedence over school needs. The Association shall reimburse any materials used and costs incurred.

Section 3.3. Access to District Premises

Duly authorized Association representatives, upon notifying the school office, may meet with bargaining unit employees in the school building during duty-free times of such bargaining unit employees.

Section 3.4. Printing and Distribution of Contract

The District will post the Agreement on the District's website (www.district100.com) for employee access.

Section 3.5. New Personnel

The District shall provide electronically the names, job titles, worksite locations, home addresses, work phone numbers, any home and personal cellular telephone numbers on file with the District, dates of hire, work email addresses, and any personal email addresses on file with the District of newly hired employees covered by this Agreement within five (5) business days of their start date. In addition, the District shall, via electronic means, provide names, addresses, phone numbers, and date of termination/resignation of any employee covered by this Agreement within five (5) business days of the action taken by the Board. This information shall be provided to the Association President and Membership Chairperson.

Section 3.6. Association Leave

The Association shall be authorized to use up to ten (10) days of non-accumulative leave in aggregate in any one school year (July 1 to June 30) without loss of pay. The Superintendent may grant additional days upon written request, provided that the association reimburses the Board at the employee's daily rate of pay at the time of use. A written notification of such leave shall be submitted to the Superintendent or designee at least five (5) working days prior to the requested day or days of leave, provided that the Superintendent or designee may, in his sole discretion, waive this requirement. Any requests to use Association leave shall be submitted by the Association President.

Section 3.7. Board Meetings

All Board of Education notices of meetings will be accessible through the District's website (www.district100.com) on BoardDocs. The President of the Association or his designee shall be notified by email of any cancellations, postponements or special meetings of the Board of Education at least forty-eight (48) hours prior to the scheduled time of the meeting.

Section 3.8. Board Minutes

The Association shall be provided with a copy of the Minutes of regular and special meetings of the Board of Education after said the Board has officially approved Minutes via BoardDocs.

Section 3.9. Dues Checkoff

During the term of this Agreement, the District will deduct from each employee's biweekly paycheck the regular Association dues for each employee in the bargaining unit for whom a lawfully written authorization has been submitted to the District.

The Association shall indemnify and hold harmless the District, its elected representatives, officers, administrators, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the District for the purpose of complying with the provisions of this Section or in reliance on any written checkoff authorization furnished under any of such provisions.

JANUS v. AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, COUNCIL 31, ET AL. OVERTURNED FAIR SHARE. THIS LANGUAGE HAS BEEN LEFT WITH STRIKETHROUGHS IN CASE JANUS IS OVERTURNED IN THE FUTURE.

~~**Section 3.8. Fair Share.** During the term of this Agreement, employees who are not members of the Association shall commence sixty (60) days after their employment or sixty (60) days after the~~

~~effective date of this Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Belvidere Educational Support Staff Association (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of nonmembers and remitted to the Association. The Association shall annually submit to the Board a list of the employees covered by this Agreement who are not members of the Association and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for member only benefit.~~

~~Nonmembers who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a nonreligious charitable organization mutually agreed upon by the employee and the Association. If the affected nonmember and the Association are unable to reach an agreement on the organization, the organization shall be selected by the affected nonmember from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board, and the payment shall be made to said organization.~~

~~The Association shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article, or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provisions. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article, and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action; provided, however, the Board shall have the right to designate its own legal counsel in any such legal proceedings, subject to the approval of the Association, which approval shall not be unreasonably withheld, if such designation becomes necessary to protect its own interests, with the understanding that these indemnification provisions shall cover the cost of such representation.~~

ARTICLE 4 - EMPLOYEE RIGHTS

Section 4.1. Right to Representative

If an employee is required to attend a meeting or conference at which it is contemplated that disciplinary action against the employee might be taken (i.e., suspension without pay or termination), the employee shall have the right to request to have an Association representative at such conference.

Section 4.2. Just Cause Discipline

No non-probationary employee shall be disciplined, suspended, or discharged except for just cause. The District agrees to follow the principle of progressive discipline, with the understanding, however, that the gravity or seriousness of a given incident (e.g., gross insubordination) may justify skipping progressive discipline steps.

Nothing in this Section shall be applicable to any action by the District to terminate the employment of any employee who has been convicted for committing or attempting to commit any one or more of the offenses specified in the Illinois School Code (105 ILCS 5/10-21.9). The only issue that may be submitted to the grievance and arbitration procedure is whether the employee was, in fact, convicted for committing or attempting to commit any or more of the offenses specified in the Illinois School Code (105 ILCS 5/10-21.9).

Section 4.3. Evaluations

An evaluation of an Association member must be completed no later than April 30th of their designated evaluation cycle. A consistent evaluation form will be used throughout the district for all employees covered by this agreement. All BESSA members will be presented with an electronic copy of the evaluation plan within the first ten (10) days of the school year. The Operations Director or designee will review the evaluation document with each BESSA member within the first 30 days of the school year so that expectations for performance are communicated. Employees will receive an electronic copy of their completed evaluation at the beginning of their evaluation conference. If the evaluation is not completed by April 30th of their designated evaluation cycle, the evaluation should indicate at least proficient.

All employees in years 1-10 will be evaluated every year. All employees in years 11 and beyond will be evaluated every other year. Any employee in year 11 and beyond whose performance yields Needs Improvement or is Unsatisfactory due to observed or reported performance deficiencies will receive a full evaluation.

If the evaluator determines that there are issues or potential issues with a BESSA member's job performance, an evaluation should be initiated. The evaluation will

begin at least 30 days after the evaluator has communicated the area of improvement verbally and in writing to the BESSA Member. This will ensure that the BESSA member is aware of any deficiencies in job performance, allowing sufficient time for the remediation process. For any BESSA member to be considered for termination, a minimum of two evaluations must be completed. A remediation plan must also be completed between evaluations to allow the BESSA member a chance to remediate the area(s) of deficiency.

Any BESSA member who receives a 1 in any category will be placed on a remediation plan to address the area(s) of deficiency within five (5) workdays of the evaluation. The remediation process will last for a period of 30 work days. At the end of the 30-day remediation period, the evaluator will complete a 2nd evaluation within five (5) work days. If the rating has not improved and the staff member is still rated a 1 in any of the area(s) of deficiency addressed in the remediation plan, with documentation of continued deficiencies, the staff member will be recommended for termination.

Any BESSA member who receives an overall Summative Rating of Needs Improvement (2 or more areas of Needs Improvement) will be placed on a remediation plan to address the area(s) of deficiency within five (5) workdays of the evaluation. The remediation process will last for a period of 30 work days. At the end of the 30-day remediation period, the evaluator will complete a 2nd evaluation within five (5) work days. If the rating has not improved and the staff member is still rated an overall Needs Improvement, the employee will be considered for and could be recommended for termination. If deemed appropriate by the evaluator, the remediation period can be extended for an additional 15 work days, at which point a 3rd evaluation would be completed within five (5) work days. If the BESSA member is still rated a 2 in any of the area(s) of deficiency addressed in the remediation plan, with documentation of continued deficiencies, then the staff member could be recommended for termination.

Section 4.4. Release Time

Executive Committee member(s) or designee(s) may be granted paid release time to attend meetings called/scheduled by the District.

ARTICLE 5 - GRIEVANCE AND ARBITRATION PROCEDURE

Section 5.1. Definition of Grievance

For the purposes of this Agreement, the term grievance shall mean a dispute or difference of opinion raised by one or more employees or the Association against the District involving the meaning, interpretation, or application of the express provisions of this Agreement. The term "days," as used in this Article, shall mean days when the District's Central Office is open.

Section 5.2. Grievance Procedure

The parties acknowledge that it is most desirable for an employee and the employee's immediately involved supervisor to resolve problems through free and normal communication. If, however, the informal process fails to satisfy the employee, a grievance may be processed as follows:

STEP 1: Informal Discussion – Building Level.

Any grievant who has an alleged grievance as defined in this Article may discuss such grievance with the immediate supervisor as designated by the District. If the alleged grievance is not presented to the immediate supervisor within twenty (20) days after the grievant had knowledge of the act or condition, which is the basis of the alleged grievance, it shall not be considered actionable.

STEP 2: Written Grievance – Building Level.

If the grievant is not satisfied with the decision rendered in Step 1, the grievant may appeal the grievance in writing to the Operations Director. Failure to file such an appeal within ten (10) days from the date of the discussion with the immediate supervisor at Step 1 shall be deemed a waiver of the right of appeal. The written grievance shall contain a concise statement of the facts upon which the alleged grievance is based and a reference to the specific provision of the agreement allegedly violated, misinterpreted, or misapplied. The appropriate Supervisor's written answer shall be given within ten (10) days after receipt of the appeal. Both the grievant and the Association shall receive copies of said answer.

STEP 3: Written Appeal – Superintendent Level.

If the grievant is not satisfied with the decision as rendered in Step 2, the grievant may submit a written appeal to the Superintendent of Schools or their designated representative. Failure to file such an appeal within ten (10) days from receipt of the appropriate Supervisor's written answer at Step 2 shall be deemed a waiver of the right to appeal. A meeting, if requested, shall be conducted by the Superintendent, and action shall be

taken on the appeal of the alleged grievance within ten (10) days after receipt of the appeal or ten (10) days after the meeting if one is requested. The grievant shall have the right to representation at such hearing by a representative of the Association, but the grievant shall also be present. In addition to the Superintendent or their designated representative, the District may be represented by not more than three (3) persons. The action taken and the reasons for the action shall be reduced to writing and copies sent to the employee and the Association.

A grievance may, by mutual agreement between the grievant and the Superintendent, be presented initially at Step 3.

Section 5.3. Arbitration

If the grievance is not settled in accordance with the foregoing procedure, the Association may refer the grievance within ten (10) days after final disposition by the Superintendent to arbitration by notice in writing delivered to the Superintendent. With such an appeal, the Association shall include the names of five (5) suggested arbitrators. The District will either accept one of the arbitrators suggested by the Association or, within five (5) days, will send a list of five (5) suggested arbitrators to the Association. If by the end of five (5) days after the submission of the District's list, the Association has not accepted one of these as the arbitrator, then promptly, the parties shall jointly request the American Arbitration Association to submit to them a list of five (5) arbitrators' names and qualifications. Either party may (1) reject one list in its entirety and request that another list be submitted and/or (2) request that the list provided by the American Arbitration Association include only arbitrators who are members of the National Academy of Arbitrators. From such list, the Association shall strike one (1) name, and the District shall then strike one (1) name, and alternately thereafter until one name remains. The person whose name remains shall be the arbitrator. The arbitrator selected (whether agreed upon or selected from the AAA panel) shall be jointly notified of his selection and requested to contact the parties with respect to setting up a time for a hearing.

Section 5.4. Authority of Arbitrator

The arbitrator's decision shall be binding upon the Board, the Association, and the grievant. The arbitrator shall not, however, have the power to add to or subtract from, alter, or modify in any manner any of the terms of this agreement. Any grievance appealed to arbitration and on which the arbitrator determines he has no jurisdiction or power to rule shall be referred back to the parties without decision or recommendation, and the Superintendent's disposition as determined under Step 3 of the grievance procedure shall then be final.

Section 5.5. Expenses of Arbitration

Each of the parties to the arbitration proceeding shall bear the expense of its own representative and witnesses, and the fees and expenses of the impartial arbitrator shall be divided equally between the parties.

Section 5.6. Representation

"Representation by the Association," for purposes of the foregoing grievance procedure, shall be limited, generally, to representation by one (1) Association member-representative and shall, in no case, exceed representation by three (3) persons unless mutually agreed. Upon request, employees shall be entitled to such representation at all levels of the grievance procedure, including the informal step.

Grievances shall, in all instances, be handled promptly and expeditiously, as previously set forth, but shall be handled and meetings scheduled so as to avoid interference with the assigned duties of any of the participants.

Section 5.7. Miscellaneous

No member of the bargaining unit shall have any authority to respond to a grievance being processed in accordance with the grievance procedure set forth in this Article. Moreover, no action, statement, agreement, settlement, or representation made by any member of the bargaining unit shall impose any obligation or duty or be considered to be authorized by or binding upon the District unless and until the District has agreed thereto in writing.

Notwithstanding any other provision of this Agreement, no action or inaction on the part of any District employee who is represented by an affiliate of the IEA/NEA shall constitute and/or be the basis for a grievance under this Agreement. Accordingly, the District shall not be liable under any provision of this agreement as a result of any action or inaction on the part of any District employee who is represented by an affiliate of the IEA/NEA.

ARTICLE 6 - NON-INTERRUPTION OF WORK

Section 6.1. No Work Stoppages

Neither the Association nor any of its officers or any of the employees covered by this Agreement will instigate, promote, sponsor, engage in, or condone any strike, concerted stoppage of work, sympathy strike, or any other intentional disruption whatsoever of the operation of the District regardless of the reason for so doing during the term of this Agreement. The District agrees it will not bring any action for damages against the Association for any strike, concerted stoppage of work, sympathy strike, or any other intentional disruption whatsoever of the operation of the District which the Association does not instigate, promote, sponsor, engage in, or condone.

Section 6.2. No Lockouts

The Board agrees that it will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Association.

ARTICLE 7 - HOURS OF WORK AND OVERTIME

Section 7.1. Application of Article

This Article is intended only as a basis for calculating overtime payments, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day, per week, or per year.

Section 7.2. Normal Work Day and Normal Work Week for Full -Time Employees

The normal workday for full-time employees shall be 8 hours, and the normal workweek for full-time employees shall consist of five 8-hour workdays commencing at 12:01 a.m. Sunday and running through Saturday midnight.

Section 7.3. Changes in Normal Workday or Normal Work Week

Should it be necessary in the District's judgment to establish schedules departing from the normal work day or the normal work week (e.g., Cross-training, North/South Campus concept, etc.), or to change the shift schedule of any employee or employees, the District will give, if practicable, at least a five (5) calendar day advance notice of such change to all employees affected by such change.

Section 7.4. Overtime Pay/Compensatory Time

An employee shall be paid time and one-half times their regular straight-time hourly rate of pay for all approved hours actually worked in excess of 40 in a normal workweek as defined above. Overtime hours must be approved in advance by the Operations Director or designee. Any events that require holiday and/or weekend scheduling shall also be paid at time and one-half times the regular straight-time hourly rate provided that the employee has not taken vacation, sick or personal time prior to or immediately following the scheduled holiday or weekend work.

Compensatory time, earned at time and one-half times regular time, may be granted in lieu of overtime pay for hours worked in excess of 40 in a normal workweek as defined above. Compensatory time earned between July 1 and December 1, must be used by December 31. Compensatory time earned between January 1 and June 1, must be used by June 30.

Section 7.5. Distribution of Overtime Opportunities

1. Custodians. The opportunity to work overtime shall first be offered to the custodian(s) in the building to which they are assigned. If more than one custodian is assigned to a given building, the opportunity to work overtime at that building will be distributed as equally as practicable among said custodians, provided they are qualified to perform the specific overtime work required. The

opportunity for custodians to work overtime as custodians at buildings other than the building to which they are assigned will be distributed as equally as practicable among said custodians, provided they are qualified to perform the specific overtime work required.

2. All Other Bargaining Unit Employees. The opportunity to work overtime will be distributed as equally as practicable among employees in the same job classification, provided the employees are qualified to perform the specific overtime work required.
3. Generally. Offered overtime that is refused will be considered as worked for the purpose of determining overtime opportunities. The District shall not be required to interrupt work in progress or change an employee's shift in assigning overtime. If an employee establishes that they have not received an overtime opportunity for which they were entitled, such an employee, shall have a preference for future overtime work until a reasonable balance is recreated.

Section 7.6. Break Period

Each employee shall receive one fifteen (15) minute duty-free, paid break when they are scheduled to work four (4) or more hours per day. Break times shall be scheduled at a time that promotes the effective operation of the District's schools. Employees must be at their work site at the beginning and end of the rest period.

Section 7.7. Meal Period

All bargaining unit employees scheduled to work six (6) or more hours per day shall be provided at least one thirty (30) minute duty-free, unpaid meal period. The meal period shall be scheduled at a time that promotes the effective operation of the District's schools.

Section 7.8. Security System Response Pay

Any employee who is required to return to a school building in order to respond to security system calls outside the employee's normal hours of work (i.e., hours not contiguous to his normal shift) will be paid at their applicable hourly rate of pay for all hours worked outside the employee's normal hours of work, with a minimum of one (1) hour's pay or one (1) hour's work. This Section is only applicable to security system calls.

Section 7.9. No Pyramiding

Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

Section 7.10. Time Clocks

Bargaining unit employees will punch in and out via an electronic timekeeping clock daily to track their actual hours worked.

ARTICLE 8 - SENIORITY

Section 8.1. Definition of Seniority

Seniority for all classifications is defined as the length of continuous service of an employee for the School District since the employee's most recent date of hire, defined as the first day in paid status. Seniority will be credited from the date of hire for those employees successfully completing the probationary period. If there is a tie in seniority between two or more such employees (i.e., two or more employees have the same length of continuous service), the date on the application for employment shall control as the tiebreaker.

Section 8.2. Termination of Seniority

Seniority is lost if the employee:

- (a) Resigns;
- (b) Is discharged for just cause or performance issues;
- (c) Retires;
- (d) Fails to report to work at the conclusion of an authorized leave of absence, conditions for terminating an assignment per District's Return to Work Program (BOE Policy 5:181), or vacation, unless the employee is able to justify to the satisfaction of the Superintendent or designee that such absence is due to extenuating circumstances;
- (e) Is laid off and declines a recall to a full-time position or fails to affirmatively respond within ten (10) business days after receipt of notice of recall;
- (f) Is laid off for longer than the applicable recall period;
- (g) Does not perform work for the District for a period in excess of twelve (12) months; or
- (h) Is absent for three (3) consecutive working days without notifying the employer.

Section 8.3. Layoffs

If the Board decides to decrease the number of employees in any classification covered by this Agreement, the resulting layoff shall be effectuated first by laying off any sub-status employees, second by laying off any probationary employees within the affected classification, and then on the basis of seniority within the affected classification (i.e., the least senior employee in the classification shall be laid off first) provided that the remaining employees are determined to be qualified to perform the work remaining after the layoff. Any employee laid off from an affected classification shall have the right to bump a less senior employee into another classification, provided the senior employee is determined to be qualified to perform the work required. The timeframe for notification

of employees regarding layoffs will be made pursuant to Illinois School Code (e.g., 30 calendar days prior to layoff).

Section 8.4. Recall Period

The recall period shall be consistent with provisions of the School Code as outlined in ILCS 105 5/10-23.5. Notification of recall shall be by certified mail to the employee's last known address as shown on the District's records. The recall notice shall state the time and date on which the employee is to report back to work. It shall be the responsibility of the employee to keep their address current by providing the Human Resources Office with the necessary information. If the employee does not respond to such notification of recall by notifying the District of the decision to accept or decline the position within ten (10) business days of the receipt of the letter by the District to the employee's last known address, the employee's right to recall shall be dismissed. In addition, the District shall notify the Association of any recall notices within ten (10) business days of the action taken by the Board.

Section 8.5. Effects of Layoff

In addition to the other applicable provisions of this Article, the following provisions shall be applicable to bargaining unit members who are laid off:

- (a) Any employee who is laid off shall be paid all earned compensation on or before the next regular pay date following the employees last day of employment.
- (b) Upon being recalled pursuant to the provisions of this Article, the accumulated and unused sick leave days that the employee had at the time of their layoff shall be restored. No credit shall be granted for purposes of advancement on the salary schedule for the period of the layoff.
- (c) During the period of time that the employee has recall rights, the employee shall have the right to maintain insurance coverage by electing COBRA coverage and paying in advance the full applicable monthly premium for employee coverage and, if desired, for family coverage.
- (d) While the seniority of an employee who is laid off shall not be terminated if the employee is recalled under the provisions of this Article, seniority credit shall not accrue during the period of the layoff.

Section 8.6. Effect of Consolidation, Reduction within a Classification, or Elimination of Classifications

If employees are displaced by the consolidation of classifications (combining the duties of two or more classifications and/or parts of two or more classifications), the reduction within a classification, the elimination of classifications, the installation of new equipment, methods, or facilities, or for any other reason, any employee(s) with greater seniority shall have placement rights over any employee(s) with less seniority within that classification. The affected employee(s) with the lowest seniority shall have the right to

transfer to any existing bargaining unit vacancy which the District is seeking to fill if it is determined that they have the necessary skills, abilities, and qualifications for such vacancy. If there are no such vacancies, the employee shall be laid off in accordance with the provisions of Section 8.3 above and shall have the right to recall in accordance with the provisions of Section 8.4 above. If two or more employees are displaced at the same time and they seek to transfer to the same vacancy, which the District is seeking to fill, seniority shall govern if they are determined to have the current ability and basic qualifications to perform the work in the position in question.

Section 8.7. Vacancies and Transfers

- Vacancies. As used herein, a vacancy will mean a regular full-time or regular part-time position that has been newly created, or that becomes vacant because the employee holding that position has left that position.
 - The Board will post notice of any vacancy which occurs in the bargaining unit on the District website (www.district100.com) and through District e-mails. In filling permanent bargaining unit vacancies, which the District has decided to fill, the goal shall be to obtain the most qualified person for the position.
 - To be considered for any posted position, an employee must have a completed Request for Transfer form on file within five (5) school/work days of the time of posting. If two or more current employees who have requested to be considered for a permanent vacancy are determined to be equally qualified in terms of their skills and abilities for the position, seniority shall be the controlling consideration. If an employee believes that the District has arbitrarily considered their skills, abilities, and qualifications for the position, the employee may file a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.
- Voluntary Transfers. Employees will be given an opportunity to request transfer to vacancies that become open at any time during the calendar year. A request for transfer will follow current district procedures. All qualified bargaining unit employees who apply for such posted vacancies by the date specified in the posting shall be granted an interview.
 - In addition, “probationary employees” will only be considered for transfers IF they have been in their current position for a minimum of five (5) months, received all satisfactory and above, and have an excellent attendance rating on their evaluations. All “non-probationary employees” will only be considered for transfers if they have been in their current position for a minimum of six (6) months.

- Involuntary Transfers. Any employee who is to be involuntarily transferred will be given an opportunity upon request to meet with the Assistant Superintendent of Human Resources or designee to review the reason(s) for such transfer. When it is necessary to involuntarily transfer or reassign employees within a building or a classification, to the extent possible, all volunteers shall first be considered. When a volunteer is not obtained, such transfers shall be made on the basis of building seniority.

Section 8.8 Seniority of Persons Transferred Out of and Back to the Bargaining Unit

Employees who are promoted by the District to positions excluded from the bargaining unit and who are later transferred back to the bargaining unit by the District shall have a seniority date computed on the basis of the period of time previously served in position(s) included in the bargaining unit. An employee who transfers back to the bargaining unit by the District shall be given credit for step placement and longevity for the years of service in a position that is included in the bargaining unit.

Section 8.9. Seniority List

On or before February 1 of each year, the District shall distribute to the Association a seniority list for bargaining unit employees by classification showing their accumulated seniority credit, calculated in accordance with the provisions of this Article. If the Association or any employee believes there is an error in the seniority list, it should be brought to the attention of the Superintendent within two (2) weeks after the seniority list is distributed.

Section 8.10. Probationary Period

The probationary period for employees shall be six (6) months. During an employee's probationary period, the employee may be suspended, laid off, or terminated at the sole discretion of the District. Upon successful completion of the probationary period, an employee shall acquire seniority, which shall be retroactive to the employee's last date of hire with the District in a position covered by this Agreement.

ARTICLE 9 - PAID AND UNPAID LEAVE

Section 9.1. Sick & Personal Leave

Employees will be allowed up to twelve (12) days of sick leave and two (2) days of personal leave at full pay for each 12-month period worked. No reason need be given for requesting sick or personal leave, except as provided in the following paragraph. Said 12 days of sick leave at full pay, or any portion thereof, may, if unused, be accumulated as “sick leave balance” from year to year and accrued for service credit in IMRF.

The employee shall request personal leave through electronic means provided by the District at least three (3) days prior to the absence whenever possible. A physician’s note or other medical documentation shall be required in any situation (e.g., sick, serious illness, death in the immediate family, household, or friend, etc.) where more than three (3) consecutive sick leave days are used at any given time. Unless extraordinary reasons are presented, no employee shall be granted a personal leave day on the first or last school day before and/or after any holiday or holiday period when school is not scheduled pursuant to the calendar adopted by the Board, during the first week of school, or during the last week of school (except for a graduation of a member of the immediate family or to attend a funeral). Unless extraordinary reasons are presented, personal days cannot be used in conjunction with sick and vacation days.

An employee who has exhausted all current year sick and personal leave days in any given year may use any unused accumulated “sick leave balance” day(s) to reflect absences for personal illness or quarantine at home, or serious illness or death in the immediate family or household only, birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. The “immediate family or household” shall include parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians.

Section 9.2. Vacation Leave

9.2A. Eligibility

Full-time twelve (12) month employees shall be eligible for paid vacation time based on the number of fully completed years of fulltime, 12-month, employment with the District as of July 1 each year based on the following schedule:

Length of Continuous Service	Vacation Days Accrued
One (1) to Five (5) Years	10 Days
Six (6) to Ten (10) Years	15 Days
Eleven (11) or more Years	20 Days

New hires who work less than one (1) year, July through June, will earn paid vacation days during their first year of employment according to the schedule below.

Starting Month (and will work 80 hours in that month)	Vacation Days Earned
June	0.83 Day
May	1.67 Days
April	2.5 Days
March	3.33 Days
February	4.17 Days
January	5 Days
December	5.84 Days
November	6.67 Days
October	7.5 Days
September	8.33 Days
August	9.17 Days
July	10 Days

Notwithstanding the fact that these days have been earned by the Member, the Member shall not be allowed to utilize any paid vacation days during the first six months of employment. Employees resigning or whose employment is terminated are entitled to the monetary equivalent of all earned and unused vacation. During the month of employment, in order to be eligible to earn vacation for that month, the employee must be scheduled to work at least 120 hours during that month.

Effective with the 2023-2026 contract, vacation leave will be granted/accrued on July 1 each year for all BESSA members for the current year. Meaning vacation leave earned for the 2023-2024 school year will be granted to the member on July 1, 2023. BESSA members who are eligible for vacation leave as of June 30, 2023, will have their 2022-2023 earned and unused vacation leave paid out through payroll over the first 12 payrolls 2023-2024 (first payroll in July through the first payroll in December).

9.2B. Vacation Accrual Eligibility

An employee must be in an active, work status to accrue vacation leave on July 1. If an employee is on approved unpaid leave on July 1, any eligible vacation leave, if applicable, will be accrued upon the employee's return to active status.

9.2C. Vacation Pay

Vacation pay shall be paid at the rate of the employee's regular straight-time hourly rate of pay in effect for the employee's regular job classification on the payday immediately preceding the employee's vacation, provided that vacations taken in July shall be paid at the rate of pay in effect on July 1 of that year.

9.2D. Vacation Scheduling

Vacations shall be scheduled insofar as practicable at times desired by each employee, with the determination being made on the basis of the employee's length of continuous service if more employees in the same classification desire the same vacation slot than can be permitted to be on vacation at the same time. It is expressly understood that the final right to designate vacation periods and the maximum number of employee(s) who may be on vacation at any time, including the maximum number of employee(s) in any classification, is exclusively reserved by the District in order to ensure the orderly performance of the services provided by the District.

Vacations shall be taken in increments of not less than one-half (1/2) day and not during the first five (5) days or the last five (5) days of school when students are in attendance. Vacation days must be scheduled at least one full week in advance unless the employee's supervisor specifically approves the scheduling of vacation day(s) with less notice.

9.2E. Limitation on Accumulation of Vacation

Annual vacations must be taken within the 12-month period in which earned unless written authorization extending this period is obtained from the Superintendent or the Superintendent's designee. Since carrying over vacation from one year to the next is an exception, such requests will only be considered for special and/or extenuating circumstances. In no event shall the maximum vacation carryover exceed seven (7) working days.

Employees in their first year of employment that start after January 1 will be allowed to carry vacation time into the new year due to the stipulation that vacation leave cannot be used during the first six (6) months of employment. All vacation time carried over must be used within the next school year.

9.2F. Vacation at Time of Separation

If an employee resigns or terminates employment prior to the conclusion of the year, the employee's accrued vacation leave will be prorated, and any overuse of vacation will be deducted from the final payroll of the member. If the employee provides at least two (2) weeks' notice of their separation date and works at least 80 hours in the month of separation, the employee will receive credit for that month of service.

Leave proration is calculated on the following schedule, assuming the employee provided a two (2) week notice of separation **and** worked at least 80 hours in that month:

Separation Month	10 Vacation Days Earned (0.8333/month)	15 Vacation Days Earned (1.25/month)	20 Vacation Days Earned (1.6666/month)
June	10 Days	15 Days	20 Days

Separation Month	10 Vacation Days Earned (0.8333/month)	15 Vacation Days Earned (1.25/month)	20 Vacation Days Earned (1.6666/month)
May	9.17 Days	13.75 Days	18.33 Days
April	8.33 Days	12.5 Days	16.66 Days
March	7.5 Days	11.25 Days	15 Days
February	6.67 Days	10 Days	13.33 Days
January	5.84 Days	8.75 Days	11.67 Days
December	5 Days	7.5 Days	9 Days
November	4.17 Days	6.25 Days	8.33 Days
October	3.33 Days	5 Days	6.67 Days
September	2.5 Days	3.75 Days	5 Days
August	1.67 Days	2.5 Days	3.33 Days
July	0.83 Days	1.25 Days	1.67 Days

Examples:

1. An employee accrued ten (10) days of vacation time on July 1, and resigned on November 17; the employee gave a two-week notice and worked at least 80 hours in November; therefore, the employee earned five (5) months of vacation time. 0.8333 days multiplied by five (5) months equals 4.17 days of earned vacation time.
 - a. If the employee used three (3) days of vacation prior to separation, the employee would receive a payout of 1.17 days for earned but unused vacation time.
 - b. If the employee used five (5) days of vacation prior to separation, the employee would have 0.83 days deducted from their final payroll for overused vacation leave.

2. An employee accrued fifteen (15) days of vacation time on July 1, and resigned on November 17; the employee gave a two-week notice and worked at least 80 hours in November; therefore, the employee earned five (5) months of vacation time. 1.25 days multiplied by five (5) months equals 6.25 days of earned vacation time.
 - a. If the employee used three (3) days of vacation prior to separation, the employee would receive a payout of 3.25 days for earned but unused vacation time.
 - b. If the employee used eight (8) days of vacation prior to separation, the employee would have 1.75 days deducted from their final payroll for overused vacation leave.

3. An employee accrued twenty (20) days of vacation time on July 1, and resigned on November 17; the employee gave a two-week notice and worked at least 80 hours in November; therefore, the employee earned five (5) months of vacation

time. 1.6666 days multiplied by five (5) months equals 8.33 days of earned vacation time.

- a. If the employee used three (3) days of vacation prior to separation, the employee would receive a payout of 5.33 days for earned but unused vacation time.
- b. If the employee used ten (10) days of vacation prior to separation, the employee would have 1.67 days deducted from their final payroll for overused vacation leave.

Section 9.3. Caregiver Leave

At the sole discretion of the Board, an employee may be granted caregiver leave without pay for up to one (1) full year. An employee returning from caregiver leave shall be placed in a comparable position.

Notice of desire to return to work must be given ninety (90) days prior to the termination of the leave. Failure to supply the written notice of desire to return from leave within the specified time limits shall be treated as a violation of the provisions of the Agreement, and the employee shall be considered as having waived all rights to continued employment and reinstatement.

Section 9.4. Jury Leave

Any employee who serves on a court jury or appears in response to a subpoena as a witness in a court trial in which the employee is not a party, shall be paid for the regular straight-time hours they would have worked but for such service. The employee shall remit to the District any fees which they receive for such service.

Section 9.5. Insurance Coverage During Unpaid Leave

If the District, at its sole discretion, grants an employee an unpaid leave, said employee shall have the right to maintain insurance coverage by paying each full applicable monthly premium in advance.

Section 9.6. Family and Medical Leave Act of 1993

In order to be in compliance with the Family and Medical Leave Act of 1993, the parties agree that the District may adopt policies to implement the Family and Medical Leave Act of 1993 that are in accord with what is legally permissible under the Act.

Section 9.7. Family Bereavement Leave Act of 2023

In order to be in compliance with the Family Bereavement Leave Act of 2023, the parties agree that the District may adopt policies to implement the Family Bereavement Leave Act of 2023 that are in accord with what is legally permissible under the Act.

Section 9.8. Military Leave

A military leave of absence shall be granted to any bargaining unit member without pay, loss of sick leave, or loss of seniority who shall be inducted or shall enlist for military duty in any branch of the United States Armed Forces, or who shall enlist, volunteer, be called, or otherwise make themselves available for active duty in the National Guard or Reserves.

Members of the bargaining unit that subsequently qualify for educational opportunities under the GI Bill shall qualify to have their leave extended for a period of one (1) year upon completion of active duty. Application for such one (1) year leave shall be filed with District within thirty (30) days from the official discharge date and shall further be subject to proof of registration in an approved program or institution.

Section 9.9. Sick Leave Bank

The purpose of the Sick Leave Bank is to provide continuation of income to Sick Leave Bank members who incur a period of severe and/or life-threatening illness and/or injury and have expended all their personal paid leave.

The Association, in cooperation with the Board, shall establish the Sick Leave Bank on a voluntary basis. The Association shall administer the Sick Leave Bank and shall establish rules for the implementation of the Bank. A copy of the established rules shall be on file in the District Human Resources office. The Association shall provide to the District Business Office the names of participating members and the subsequent charges against the Bank. The Association agrees to hold harmless the Board for any claim, damages, or legal actions associated with the sick leave bank pursuant to this section.

At the time of retirement, a teacher who has accumulated sick days in excess of two hundred forty (240) days, may donate those days to the Sick Leave Bank.

ARTICLE 10 - HOLIDAYS

Section 10.1. Designation of Holidays

The following days shall be considered paid holidays during the term of this Agreement for full-time employees:

- New Year's Day
- Martin Luther King Holiday*
- Lincoln's Birthday or President's Day*
- Casimir Pulaski's Birthday*
- Good Friday*
- Memorial Day
- Juneteenth*
- Fourth of July
- Labor Day
- Columbus Day*
- Veteran's Day*
- Election Day*
- Wednesday Before Thanksgiving*
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

If one of the above-mentioned holidays falls on Saturday or Sunday, an equivalent day off on the preceding Friday or following Monday will be scheduled. Notwithstanding the foregoing, the holidays marked with an asterisk (*) will only be considered as holidays if they are included on the school calendar as days of non-attendance for students officially adopted by the Board of Education each school year.

Section 10.2. Eligibility Requirements

In order to be eligible for holiday pay, an employee must work in the week in which the holiday falls and must work their full scheduled working day immediately preceding and immediately following the holiday unless proof of sickness or excusable absence is established to the satisfaction of the employee's supervisor.

Section 10.3. Pay for Holiday Work

If an employee is scheduled to work on a holiday, the employee shall be paid the applicable hourly rate of pay for all hours worked on said holiday. In addition, the employee shall be paid, if they meet the eligibility requirements set forth in Section 10.2, their regular pay for the day in question.

ARTICLE 11 - WAGES AND COMPENSATION

Section 11.1. Starting Hourly Rates of Pay

The hourly rates of pay for the classifications covered by this Agreement are set forth in Appendix A. Administration may determine step placement, up to step 7 for the respective classification, for new hires based on experience.

The initial step placement of BESSA employees employed by the District prior to July 1, 2023, will be determined by the hire date reflected on the BESSA Seniority List.

Section 11.2. Salary Step Increases

New employees hired prior to February 1st of a fiscal year, shall advance one step within their respective classification shown in Appendix A on July 1st. New employees hired after February 1st of a fiscal year shall remain at the same step within their respective classification shown in Appendix A on July 1st.

Section 11.3. Pay Rate Upon Promotion or Transfer to a Higher Paying Job Classification

An employee who is promoted or transferred to a higher-paying job classification shall be placed at the corresponding step of their previous job classification in the higher-paying job classification

Section 11.4. Pay Rate Upon Demotion or Transfer to a Lower Paying Job Classification

If an employee is either demoted or voluntarily transferred to a lower-paying job classification, the employee shall be placed at the corresponding step of their previous job classification in the lower-paying job classification.

Section 11.5. Shift Differential

Employees who have the majority of their regularly scheduled hours assigned after 3:30 pm shall be placed on the salary schedule in lanes CUS2- or CUS3- on Appendix A. The CUS2- lane pay rate includes a shift differential of fifty cents (50¢), and the CUS3- lane pay rate includes a shift differential of one dollar (\$1) and is reserved for employees designated as third shift employees. The shift differential will be eliminated when the schedule is temporarily changed. A temporary change is any change in schedule greater than five (5) consecutive days, for example, during the summer.

Section 11.6. Head Custodian Stipend

Each Head Custodian shall receive an annual stipend of \$475.00 (pro rata if employed less than a full year) for each full-time custodian they are responsible for directing. If the

Head Custodian is off work due to extenuating circumstances preventing them from performing supervisory duties/responsibilities for longer than fifteen (15) consecutive work days, then the supervisory stipend will be eliminated while the Head Custodian is off work. The Head Custodian stipend will be reinstated once they return to work.

Section 11.7. Pay Day and Paychecks

The District will pay on a biweekly (every two weeks) basis via direct deposit. All BESSA employees, hired after July 1, 2023, must provide direct deposit information to payroll within the first 30 days of employment. Failure to provide direct deposit information will require the employee to pick up their paper paycheck at Central Office. Absent unforeseen circumstances (e.g., a computer breakdown), paychecks, and or direct deposits shall be available to all bargaining unit employees by no later than 12:00 noon on payday. Electronic pay stubs and direct deposit statements are available to all employees through the online employee portal.

Section 11.8. Retirement Incentive

Employees who retire pursuant to the Illinois Municipal Retirement Fund (IMRF) (8 years of service for Tier 1 and 10 years of service for Tier 2 working at least 600 hours per year) and who notify the Superintendent no later than ninety days prior to their retirement date will receive the following benefits:

- The District will pay each employee, between the ages of 55 and 65 years, up to a maximum of six (6) per year, who meets the eligibility requirements previously stated above, a one-time stipend of \$375.00 per year for each full year of District service to a maximum of \$7,500. To avoid IMRF penalties, the retirement incentive will be paid after the first calendar month after retirement (approximately 45 days). For example, if an employee retires on June 15, the retirement incentive will be paid on the first pay date in August. For the purposes of this Section, years of District service shall be calculated in terms of the actual months of District service, e.g., a 12-month employee shall be credited with 12 months of service for each year of District service and a 10-1/2 month employee shall be credited with 10-1/2 months of service for each year of District service.

ARTICLE 12 - INSURANCE

Section 12.1. Hospitalization and Major Medical Insurance

The District will continue to provide hospitalization and major medical insurance coverage for each full-time employee. Full-time employment is defined as 40 hours in a normal workweek as defined in Section 7.2 Payroll deduction assistance for individual coverage beyond that provided by the District will be extended to each employee upon request.

The District retains the right to change insurance carriers plan designs, and coverage amounts, provided that the level of benefits shall remain substantially the same as those benefits afforded to the BEA, BASS, and BEST bargaining units.

Section 12.2. Group Term Life Insurance

The District will provide group term life insurance coverage for each full-time employee in the amount of the employee's base salary rounded to the nearest \$1,000 or \$25,000, whichever is greater.

Section 12.3. Dental Insurance

The District will provide dental coverage for each full-time employee. The District retains the right to change insurance carriers, plan designs, and coverage amounts, provided the level of benefits shall remain substantially the same as those benefits afforded to the BEA, BASS, and BEST bargaining units.

Section 12.4. District Insurance Committee

The Association shall have a right to an Association representative on the District Insurance Committee.

Section 12.5. District Insurance Benefit Reciprocity

In recognition of the desirability of maintaining a uniform policy District-wide with respect to insurance benefits and notwithstanding the foregoing provisions contained in this Article, the parties agree that if the Board desires to make any changes, modifications, or improvements with respect to any of the insurance benefits or payment arrangements set forth in this Article that are applicable to substantially all other District employees, then such changes, modifications, or improvements shall likewise be applicable to the employees covered by this Agreement on the same terms and on the same date that they are applicable to substantially all other District employees.

ARTICLE 13 - MISCELLANEOUS PROVISIONS

Section 13.1. Job Descriptions

The District establishes and maintains job descriptions for all of the job classifications included in the bargaining unit represented by the Association. If the District changes, revises, or modifies any such job descriptions, the Association may provide input regarding any such changes, revisions, or modifications prior to the effective date. If the District establishes a new or combined job classification that would properly be included in the bargaining unit represented by the Association, the District shall provide the Association with a copy of the job description for such new or combined job classification prior to the effective date.

Section 13.2. Use of Personal Automobile

Reimbursement for the use of a personal automobile for District authorized school business travel shall be set at the current rate established by the Internal Revenue Service. Application for reimbursement shall be submitted on forms provided by the District.

Section 13.3. No Coercion

Neither the District nor the Association will in any way discriminate against, coerce or intimidate members of the Association, the Board, or the District's staff in the exercise of such rights as citizens as are appropriate in their respective roles as employees, Board members, or District staff, in the course of or by reason of negotiations between the parties, or, in the application of agreements reached, or, because of membership or non-membership in the Association.

Section 13.4. No Partisan Activity

Neither the District nor the Association will engage in, support, encourage or condone any activity whatsoever which would calculatedly or knowingly engender or tend to engender partisan action or reaction within the student body.

Section 13.5. PartTime Employees

Part-time employees who work thirty (30) or more hours per week shall be eligible for the fringe benefits in accordance with the terms and conditions specified in this Agreement on a pro-rata basis. Unless otherwise specifically specified in this Agreement, part-time employees who work less than thirty (30) hours per week shall not be eligible for any of the fringe benefits specified in this Agreement (e.g., holidays, insurance, etc.).

Section 13.6. Substitute Custodians

Substitute custodians are hired by the District where long-term absences may exist with current employees. Substitute custodians are exempt under the current BESSA Contract and must adhere to IMRF regulations not to exceed 600 hours of work within a calendar year (January-December).

Section 13.7. Labor-Management Committee

At the request of either party, the President of the Association and the Superintendent, or their designees, shall meet at least quarterly to discuss matters of mutual concern that do not involve negotiations. If a situation occurs between quarterly meetings, the Association has the right to request an additional meeting but not more than monthly. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement. The President of the Association, or designee, may invite other Association bargaining unit members (not to exceed three) to attend such meetings. The Superintendent, or designee, may invite other District representatives (not to exceed three) to attend such meetings. Each party shall submit a written agenda of the items, if any, it wishes to discuss at least three days prior to the date of the meeting. This Section shall not be applicable to any matter that is being processed pursuant to the grievance procedure set forth in this Agreement.

Section 13.8. School Closings

If schools are closed due to snow, cold, or other extreme weather conditions, employees are expected to nevertheless report to work as previously scheduled. Employees may use their own judgment as to whether they can report to work in such circumstances. If an employee is unable to report to work, the employee may use earned and unused vacation or up to two (2) sick or personal leave days to remain in pay status, regardless of whether this day falls in conjunction with a holiday. An employee who has no earned and unused vacation, sick or personal leave, and who does not report to work shall not be paid for the day.

Section 13.9. Subcontracting

While the District retains the right to subcontract work, the District agrees that during the term of this Agreement, it will not subcontract any bargaining unit work, that would result in the layoff of any bargaining unit members. Work, which can be performed properly, safely, and economically by the District's employees, will ordinarily be assigned to such employees. The Employer, however, reserves the right to contract for work that it deems necessary or desirable in accordance with sound principles of school administration.

The Employer shall have the absolute right to subcontract work where no bargaining unit Employee who would customarily perform the work is laid off as a direct and proximate result of the decision to subcontract.

Section 13.10. Fitness for Duty

If the District believes that a bargaining unit employee is not fit for duty (or fit to return to duty following a leave of absence), the District may require, at its expense, that the employee have a medical examination and/or psychological examination by a qualified and licensed physician and/or psychologist selected by the District.

The foregoing requirement shall be, in addition to any requirement that an employee provides at his/her own expense, a statement from his/her doctor upon returning from sick leave or disability leave. If it is determined that an employee is not fit for duty, the employee may be placed on sick leave, placed on unpaid leave if the employee has no sick leave, or the District may take other appropriate action.

Section 13.11. Uniforms

The District shall provide five (5) uniform tops for all members no later than thirty (30) days after employment. After each successive year of employment, the District will provide each employee with an additional three (3) uniform tops. Any uniforms damaged during the course of performing job duties shall be replaced at no cost to the member.

Maintenance employees, Grounds employees, and Head Custodians shall receive either a coat, jacket, or fleece in addition to the five (5) initially provided uniforms.

ARTICLE 14 - MANAGEMENT RIGHTS

Except as specifically modified by other Articles of this Agreement, the Association recognizes the exclusive right of the District to make and implement decisions with respect to the operation and management of its operations in all respects. Such rights include but are not limited to the following: to establish employment and work qualifications; to schedule and assign work and overtime; to transfer employees; to determine the methods, means, organization, and number of personnel by which operations are conducted; to determine whether services are to be provided by employees covered by this Agreement or by other employees or nonemployees not covered by this Agreement; to make, alter and enforce rules (including rules governing employee conduct), regulations, orders, and policies; to evaluate employees; and to carry out the mission of the District; provided, however, that the exercise of any of the above rights shall not conflict with any of the express written provisions of this Agreement.

ARTICLE 15 - EFFECT OF AGREEMENT

Section 15.1. Entire Agreement

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties. The terms and conditions of this Agreement may be modified by alteration, change, addition to, or deletion only through the voluntary, mutual consent of the parties in a written amendment.

Section 15.2. Waiver

The District and the Association, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to, or covered in this Agreement. It is specifically understood by the parties, however, that nothing herein shall prevent the District and the Association from mutually agreeing in writing to modify this Agreement.

Section 15.3. Precedence of Agreement

If there is any conflict between the terms and provisions of this Agreement and the terms and provisions of the District's Educational Support Personnel Employee Manual, the terms and provisions of this Agreement shall prevail.

ARTICLE 16 - SAVINGS CLAUSE

If any article, paragraph, sentence, or clause is held to be in conflict with any article, paragraph, sentence, or clause of existing written procedures found in the District or building handbooks, then articles, paragraphs, sentences, or clauses of this Agreement shall supersede. Further, in the event that any article, paragraph, sentence, or clause of this Agreement is held to be invalid by law, such article, paragraph, sentence, or clause shall be deemed of no effect, but such determination shall not affect any remaining portion of this Agreement.

ARTICLE 17 - REOPENING

Between January 1, 2026, and May 15, 2026, either party may notify the other party in writing of its desire to reopen the Agreement for negotiations relative to hourly rates of pay, insurance, and a maximum of two other non-economic articles (except Article 15) suggested by each party, and other mutually agreed upon items. Upon such notice being given, the duly authorized representatives designated by the parties will meet on June 1 or on another mutually agreed upon date.

Failure to reach an agreement on any items legitimately subject to such reopening shall revoke Article 6 with respect to such items and nothing else until such time as an agreement is reached.

ARTICLE 18 - TERM OF AGREEMENT

Unless otherwise specified herein, this Agreement shall be effective as of the day after the contract is executed by both parties and shall remain in full force and effect until 11:59 p.m. on the 30th day of June 2026. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than forty-five (45) days prior to the anniversary date.

Notwithstanding any provision of this Article or Agreement to the contrary, this Agreement shall remain in full force and effect after the expiration date and until a new agreement is reached unless either party gives at least ten (10) days written notice to the other party of its desire to terminate this Agreement, provided such termination date shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of June 2023.

BELVIDERE COMMUNITY UNIT
SCHOOL DISTRICT #100

DocuSigned by:
By Sarah Brenner
E36B1BA05265488...

BELVIDERE EDUCATION SUPPORT
STAFF ASSOCIATION, IEA-NEA

DocuSigned by:
By Mr Perbar
0D9295A356364E9...

APPENDIX A

Insert Pay Schedules for 2023-2024, 2024-2025, and 2025-2026