

AGREEMENT

WORKING CONDITIONS AND WAGE SCHEDULE

BETWEEN

BOARD OF EDUCATION, DISTRICT #61

DECATUR, ILLINOIS

AND

DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

JULY 1, 2009 - JUNE 30, 2013

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PREAMBLE

This Agreement, developed and agreed to by the Board of Education for School District No. 61, Decatur, Illinois, and the Decatur Educational Support Personnel Association shall take effect on the first day of July 2009, and continue in effect through June 30, 2013, and shall continue from year to year unless either party notifies the other in writing ninety (90) days prior to expiration of their desire to change, alter, or modify the contents of the Agreement. Both parties shall meet at least thirty (30) days prior to the expiration of the Agreement to discuss the proposed revisions. Any changes or additions to the Agreement shall, when agreed upon, be incorporated in the Agreement.

ARTICLE I RECOGNITION

- A. The Board of Education for School District No. 61, Decatur, Illinois, hereinafter referred to as the "Board" recognizes the Decatur Educational Support Personnel Association, hereinafter referred to as the "Association", as the representative of all educational office personnel except confidential personnel as referred to in HB 1530, Section 2N, employed in the Decatur Public Schools for the purpose of negotiation of wages, hours, and conditions of employment.
- B. Both the Board and the Association agree that each employee has the right to join or not to join any organization for his/her professional or economic improvement.
- C. All benefits, rights, and responsibilities provided by this Agreement shall apply equally to all educational office personnel covered by this Agreement.

ARTICLE II RIGHTS AND RESPONSIBILITIES

- A. Association Business
 - 1. Authorized association representatives shall be granted time to attend state or national association meetings or attend to other business of the local association, provided that the amount of time so taken does not exceed twenty (20) days per year.
 - 2. The Board of Education shall allocate \$500 for D.E.S.P.A. members to attend state conventions and/or local workshops.

- B. Fair Share

Each employee, as a condition of their employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement, whichever is later, shall join the Association or pay a fair share fee

to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state, and national dues.

In the event that the employee does not pay their fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.

Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.

In the event of any legal action against the employer brought in a court or administrative agency because of its compliance with the Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:

1. The employer gives immediate notice of such action in writing to the Association, and permits the Association intervention as a party if it so desires; and
2. The employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.

The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the employer's compliance with this article. It is expressly understood that this save harmless provision will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

The obligation to pay a fair share fee will not apply to any employee who, on the basis of a bonafide religious tenet of teaching of a church or religious body of which employee is a member, objects to the payment of a fair share fee to the Association. Upon proper substantiation and collection of the entire fee, the Association will make payment in behalf of the employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

C. Mail Service

The Association shall have the right to use the District e-mail service, District mail service and mail boxes for communications to members of the bargaining unit. No postage shall be paid by the Board for the Associations' communications.

D. Use of the Building Facilities

The Association shall have the right to use school building facilities at any time for official Association meetings. The Association may request the use of school building facilities for general membership meetings or other Association purposes and such requests will be handled in the same manner as all other requests received by the Board for use of District facilities except that charges for use of District facilities will be limited to custodial and maintenance costs when the purpose of such use in an official Association general membership meeting and custodial/maintenance costs exceed those costs normally incurred on any given day.

E. Board Packets

The Board of Education shall deliver a copy of the Board Packet to the President of D.E.S.P.A. at his/her job site when copies are delivered to the Board members.

**ARTICLE III
WORKING CONDITIONS**

A. Work Year

The work year for all educational office employees shall be as indicated on Schedule B, Classification of Educational Office Personnel.

B. Work Day

1. The working hours of office employees shall be nine (9) hours - eight (8) hours on duty and one (1) hour for lunch - as scheduled by the immediate supervisor.
2. Upon approval of the immediate supervisor, the working hours for educational office personnel may be adjusted to reflect a one-half hour lunch period.
3. Substitutes shall work the same number of hours as the office employee they are replacing, and shall receive pay only for the actual hours worked.
4. All employees shall be allowed one (1) fifteen-minute break in the morning and one (1) fifteen minute break in the afternoon.
5. Work days for office employees include all weekdays, except those designated as holidays in Article VI of this Agreement, and includes days of teachers' institutes.
6. Any regularly scheduled school days when students and teachers are not in attendance due to unusual circumstances, such as weather conditions, shall be considered a working day. Employees will have the

option of working, using a vacation day, using a personal leave day, using a sick leave day, or taking the day off without pay.

D. Retirement

1. The mandatory retirement date for all employees of Decatur School District No. 61 shall be the end of the school year following the employee's attainment of the age for mandatory retirement by law at the time such age is reached. (Section 7-13 of Board Policies & Operations Manual.)
2. The ending date for terminating employees shall be to include unused vacation days and included in unused vacation days shall be a proration of vacation (rounded to the nearest one-half day) earned in the fiscal year of termination. Vacation entitlement shall be based on the number of days added to the employee's record on the previous June 30. Terminating employees who have taken more vacation days than entitled shall reimburse the Board for the number of vacation days taken but not due them.

E. Protection of Employees

All employees shall be protected against any harassment, interference, language or badgering by any group or individual on the District premises. It shall be the responsibility of the Supervisor and/or the Superintendent of Schools to take whatever actions are deemed necessary to provide employees adequate protection in such situations, including but not limited to enforcement of building security. This does not preclude the responsibility of the employees to work with parents or guardians in resolving school problems.

The general policy, subject to emergency exceptions, shall be that no action against an employee may be taken on a complaint by a parent of a student or by a student, unless such proposed action is first reported in writing to such employee affected thereby and the employee is given an opportunity for a hearing before a representative of the Board concerning the complaint and action proposed to be taken thereon.

F. Surveillance

The purpose of surveillance equipment is to secure the buildings. The purpose of surveillance equipment is not to evaluate the performance of employees or to monitor their behavior or conduct. If the review of data inadvertently reveals alleged incidents of employee misconduct, the employee and the Association will be notified if the District intends to investigate the alleged employee misconduct incident. Such notification will be in writing. The Association or Employee's representative may review the data depicting the alleged employee misconduct.

ARTICLE IV
PERFORMANCE OF DUTIES, DISCHARGE AND SUSPENSION

A. Performance of Duties

It is hereby agreed that all staff members covered by this Agreement shall comply with all working rules and perform in a satisfactory manner the job related duties assigned and in the manner prescribed by their supervisors.

B. Discipline

Every employee has the right to have criticisms, disciplinary meetings and reprimands held in private. At any meeting that may result in a formal written reprimand, the employee shall be allowed to have an Association (D.E.S.P.A.) representative present. The employee and the Association will be given 48 hours prior written notice of the scheduled meeting, except in cases of extreme emergency. An agenda listing the reasons for such a meeting shall accompany this written notice.

C. Discharge/Suspension

1. Staff members who fail to satisfactorily perform their assigned duties may be discharged or suspended, but in respect to discharge shall be given at least one warning notice in writing within twelve (12) months prior to discharge. A copy of any notice of suspension or discharge shall be given to the D.E.S.P.A. President except that no warning notice need be given prior to discharge if the staff member is a probationary employee (probationary period is the first 90 days of employment). The following are among causes for discharge:
 - a.) Willfully causing any bodily injury to any person upon the school premises.
 - b.) Possession of intoxicants or controlled substances not prescribed by an attending physician and/or being intoxicated or drugged on school premises.
 - c.) Stealing school property or property of others
 - d.) Willful destruction of school property or damage to school property because of carelessness, neglect, or not following instruction pertaining to the care and operation of such property and equipment.
 - e.) Willful insubordination or sleeping on the job. Refusal or failure to perform work assigned. Use of abusive or threatening language, or action toward the foreman, supervisor, or other employees.

- f.) Continued and repeated failure to satisfactorily perform assigned duties.
- g.) Employees who accept regular employment during the work week in addition to their assignment with the Decatur Public Schools and it interferes in any way with their job with the Decatur Public Schools.
- h.) Any employee who leaves a job during regular employment hours without consent of the supervisor, unless such departure was caused by an emergency.
- i.) Use of school vehicles, machines, tools, etc., for personal or private use without the proper approval of the Superintendent of Schools or his/her designated representative.
- j.) Knowingly having falsified job applications, records, reports, time sheets, etc.

2. Suspension

The Board at its option, may suspend without pay rather than discharge an employee if in its opinion the situation warrants such action. The maximum period of such suspension shall be ninety (90) working days. In determining whether an employee should be discharged or suspended, the Board will consider the staff member's employment record, the nature of the offense and any other pertinent information, and their decision shall be final.

3. The suspension or discharge of an employee will be handled in the following manner.

- a.) When the Board or its representative determines to suspend or discharge an employee, the employee shall be told the reason for the action and given an opportunity to reply to the charges. Notice of either suspension or discharge will be given in writing before the employee departs the premises of Decatur Public Schools.
- b.) If the employee feels he/she has been dealt with unjustly and a hearing is desired, he/she shall proceed according to the grievance procedure.
- c.) If it is found that the employee has been dealt with in an unjust manner, the Board will reinstate the employee in his/her job with all former rights and benefits restored, and will pay the employee all loss of earnings.

**ARTICLE V
GRIEVANCE PROCEDURE**

- A. Definition - A grievance shall mean a written complaint by an employee, a group of employees or the Association that there has been an alleged violation, misinterpretation, or misapplication of the agreement.
- B. Constraints - Any investigation or other handling or processing of any grievances by the grievant or the Association shall be conducted so as to result in no interference with or interruption whatsoever of the instruction program and related work activities of the grievant or of the District's employees.
- C. General Provisions
1. No employee at any stage of the grievance procedure will be required to meet with any administrator or supervisor without an Association representative.
 2. Any employee who participates in the grievance procedure shall not be subject to disciplinary action or reprisal because of such participation.
 3. The employee or his/her Association representative has the right to be present at all hearings and meetings concerning his/her grievance.
 4. In any instance where the Association is not representing the grievant, the administrator or supervisor receiving the grievance or making the decision shall notify the Association in writing of all meetings, hearings, and the resolution at any level. Any agreement made between the administrator and/or supervisor with the member shall be in accordance with the mutually agreed to agreement between the Board and D.E.S.P.A.
 5. A grievance may be initiated and/or conducted by:
 - a. an employee in his/her own behalf
 - b. an employee accompanied by an Association representative
 - c. an Association representative at the employee's request
 - d. the Association
 - e. group of employees
 6. All references to days shall mean school days, except that between the end of the school year in June and the beginning of the next school year, days, shall mean days when the District's business offices are open.

7. All time limits may be extended by mutual agreement between the parties.
8. Grievance procedure - Personnel File: All records related to a grievance shall be filed separately from the personnel file of the employee.

D. Procedure for Adjustment of Grievances

Informal Conference - Within ten (10) days of when the grievant knew or should have known of the occurrence of the event which first gave rise to the grievance, a complaint shall first be discussed with the object of resolving the matter informally. In the event the matter is resolved informally and an Association representative was not present at the adjustment of the complaint, the supervisor shall inform the Association president of the adjustment.

Step One:

In the event the matter is not resolved informally, the grievant or the Association shall present a written statement on a form of the alleged violation to the principal or other appropriate supervisor within ten (10) days of the informal conference. The supervisor shall, within ten (10) school days of the receipt of the grievance confer with the grievant and/or his/her Association representative to try to resolve the grievance. Within ten (10) school days after the completion of the conference, the supervisor shall give his/her written decision. A copy of the decision shall be given to the Association.

Step Two:

In the event that the grievance has not been resolved in the first step, the Association or the grievant may file an appeal to the Superintendent or his/her designee. The appeal shall be made within ten (10) school days after the receipt of the supervisor's decision. Within ten (10) school days of the receipt of the appeal, the Superintendent or his/her designee shall confer with the Association and the grievant in an effort to resolve the grievance. The Superintendent, within ten (10) school days following the conference shall file his/her written decision with the grievant and the Association.

Step Three:

Within thirty (30) school days after receiving the decision of the Superintendent or his/her designee, the Association may submit the grievance to binding arbitration of the American Arbitration Association (AAA). The arbitrator shall follow the standard rules of the AAA. The Board and the grievant shall share equally the arbitrator's fees and the court reporter's expenses.

**ARTICLE VI
VACATIONS AND HOLIDAYS**

A. Vacations

1. Full time staff members in the District shall be entitled to a vacation with pay in accordance with the following schedule:

Days of Vacation Entitlement - Weeks of Employment	<u>52-50</u>	<u>49-46</u>	<u>45-41</u>
One to Five	10	9	8
Six to Ten	15	14	13
Eleven or More	20	19	18

Vacation would be allotted on July 1 of the current fiscal year.

2. Staff members employed on or before September 1 shall be considered as having one (1) year of service as of June 30. Staff members hired after September 1 shall receive a prorated vacation entitlement.
3. After a full year of employment with District No. 61, a staff member who voluntarily terminates his/her employment, retires, or is terminated because of the elimination of his/her position shall receive a prorated vacation entitlement. Employees who are discharged shall receive no vacation entitlement and employees who are suspended shall receive no vacation entitlement for the period of their suspension. Employees reemployed within six (6) months following termination due to elimination of position, shall receive vacation entitlement held prior to termination.
4. Staff members shall not be paid for vacation days not taken.
5. An employee must have worked a minimum of sixty (60) percent of his/her scheduled work days or have been paid accrued benefits in the preceding fiscal year in order to be eligible for any vacation.
6. Staff members employed on a fifty-two (52) week basis may take their vacation at any time during the year subject to the approval of their supervisor. Up to five (5) days of vacation may be carried over into the first six (6) months of the next fiscal year. Any unused vacation entitlement, in excess of five (5) days, is to be added to the staff member's accumulated sick leave.
7. Staff members who are full time employees but work less than fifty-two (52) weeks per year, and are employed on a continuous basis for the number of weeks required for his/her position as specified in Schedule B shall have vacation entitlement and may take their vacation at any time during the year subject to the approval of his/her supervisor. Any

unused vacation entitlement is to be added to the staff member's accumulated sick leave.

B. Holidays

1. Full time office employees shall have the following days off duty with pay:
 - a.) Independence Day
Labor Day
Columbus Day
Veteran's Day
Pulaski Day
King's Birthday
Lincoln's Birthday
Spring Break Day -Friday before Easter
Memorial Day
 - Thanksgiving Day
Friday after Thanksgiving
December 24
Christmas Day
New Years Day
- b.) No member of the bargaining unit shall be required to work on legal holidays unless an emergency or continuous operation and maintenance of school facilities requires his/her attendance.

If any of the above legal holidays ceases to be a legal holiday, employees shall not have that day off duty with pay, but one day's time will be added to vacation eligibility.

2. Persons working twenty (20) hours or more a week, but less than full time, will receive holiday pay for days off that fall within their work year.
3. If any of the above holidays fall on Saturday or Sunday and are not granted the preceding Friday or succeeding Monday, that holiday will be added to the employee's vacation entitlement.
4. An employee must be in pay status the day before and the day after a holiday to be paid for the holiday. If ill the day before or after a holiday, the employee must have and use benefit time in order to be paid for the holiday.
5. If a staff member takes a religious holiday, other than those included in the list of approved holidays noted in paragraph one (1) above, the absence shall be considered time off without pay unless the staff member elects to have it charged against his/her vacation.

**ARTICLE VII
SHORT TERM LEAVES**

A. Sick Leave

1. Sick and emergency leave without loss of pay shall be credited annually to each full time office employee on the first day of each fiscal year in accordance with the following schedule:

Days of Sick and Emergency Leave Entitlement

<u>Weeks of Employment</u>	<u>Number of Days</u>
48-52	16
42-47	14
39-41	13
38 and less	.3 per week

2. Employees hired after the fiscal year begins shall be credited with the prorated number of sick leave days rounded off to the nearest one-half (1/2) day.
3. A doctor's statement may be required for personal illness charged against sick leave. If personal illness is claimed, a doctor's statement may be required after an employee has been absent three (3) consecutive days. The employee is responsible for obtaining the doctor's statement. A doctor's statement may be required in certain other cases by the School District where the absence of the employee is less than three consecutive days. In this case, the cost of obtaining this certificate shall be borne by the District and the District may require in this instance the employee to see a doctor of its own choosing. If an employee is absent for serious illness (includes mental health, alcoholism, and drug abuse) or for hospitalization, a doctor's release for regular duties must be presented before returning to work.
4. Official records of sick leave entitlement and use will be maintained in hours. The hours of sick leave entitlement will be calculated by multiplying the number of days of entitlement by the number of hours in the staff member's work day. Sick leave may be used in increments of .25, .5, and .75 hours.
5. Employees may accumulate 1920 hours (240 days) of sick and emergency leave or the maximum credit amount allowed by IMRF if greater.

An employee who submits an irrevocable letter of retirement to the Board prior to their first day of employment of the new fiscal year (July 1) that they will retire at the end of that school year (1 year), shall have their accumulated sick leave increased to the maximum credit amount allowed by IMRF. If during the term of this Agreement any legislation and/or IMRF rules/regulations are enacted and/or adopted that result in a greater cost to the Board than the costs, if any, generated by this Section, the parties agree that this Section shall be null and void.

6. Accumulated sick leave shall automatically terminate on the date that a staff member's employment terminates. Employees reemployed within one calendar year, following termination due to elimination of position, shall receive sick and emergency leave entitlement held prior to termination.
7. With the consent and on the conditions set forth by their immediate supervisor, full-time employees released by their doctors only for part-time work may return from sick leave and work part-time until their doctors release them for full-time work.
8. Sick Leave Loan

An employee may borrow sick leave hours at full pay and benefits from other bargaining unit employees with the written consent of the lending employee and the written approval of the Board, provided:

- a. The borrowing employee has used all his/her personal accumulated vacation, sick and personal hours, including the current year's allotment.
- b. Borrowing employees working 8 hours per day may borrow no more than a total of 160 sick leave hours in any given fiscal year. Borrowing employees working 6 to 7.5 hours per day may borrow no more than a total of 120 sick leave hours in any given fiscal year. Borrowing employees working 4 to 5.5 hours per day may borrow no more than a total of 80 sick leave hours in any given fiscal year. Hours must be used in the fiscal year they are borrowed.
- c. An employee-lender may lend no more than a total of 40 sick leave hours in any given fiscal year.
- d. The borrowing employee may repay the employee-lender(s). If repayment is desired by the lender, it shall occur within the next two (2) fiscal years following the fiscal year of the loan.
- e. Should an employee fail to repay the loan(s) or cease to be an employee of the District prior to the full and complete repayment of such loan(s) to an employee-lender(s), the Board is under no obligation or liability to repay the employee-lender for sick leave hours not repaid. Sick leave hours loaned but not repaid as provided in this Article shall be lost by the employee-lender.
- f. Repayment of a sick leave hour loan is effectuated by the employee's execution of a written repayment directive sent to the Superintendent within the time limits of Paragraph d.

- g. Sick leave hours loaned by an employee shall not be available to the lender until they are repaid as set forth in Paragraph f.
- h. Employees shall not be required to borrow hours prior to making application for disability benefits from the Illinois Municipal Retirement Fund.

B. Personal Day

1. Staff members will be permitted three (3) personal leave days annually, with such to be deducted from sick and emergency leave entitlement. Personal leave may be used in increments of one (1) hour.
2. A written request for personal leave (no reason need be stated) shall be made to the appropriate supervisor in advance of taking the leave. If possible, the leave request shall be made at least one day in advance of taking the leave.
3. Personal leave days may not be taken during the first five (5) days and the last five (5) days of school. Exceptions to this shall include emergencies, religious holidays, and times when the staff member or his/her immediate family is personally involved in a court case, graduation exercise, or an honor convocation.

Personal leave days may be used before or after a holiday under the following conditions:

- a. Not more than one secretary per immediate supervisor may utilize said leave for each holiday.
- b. Five (5) days written notice must be given.

C. Emergency Leave

1. Absences for Emergency Leave shall be allowed under accrued sick leave. Emergency leave shall include the adoption of a child, quarantine, serious illness, (includes mental health, alcoholism, and drug abuse) or death in the immediate family or household.* (Immediate family shall include wife, husband, child, father, mother, sister, brother, grandparent, grandchild, daughter-in-law, son-in-law of the employee; and father, mother, sister, or brother of spouse of the employee; step-mother, step-father, step-sister, step-brother of the employee or spouse of the employee; or persons in loco parentis of employee.) * Anyone residing in the home more than six (6) months of the calendar year.
2. A doctor's statement shall be required for all absences due to quarantine or serious illness (includes mental health, alcoholism, and drug abuse) in the immediate family.

D. Funeral Leave

1. Absences for attendance at funerals shall be allowed under accrued sick leave provided such absence does not exceed the date of the funeral and reasonable travel time.
2. If a staff member is requested to serve as a pallbearer and, to do so, must be absent from work, the absence shall be considered time off without

pay unless the staff member elects to have it charged against accrued sick leave.

3. An employee wishing to attend the funeral of a currently enrolled student or a current staff member will not be charged a sick day to attend the funeral. Arrangements can be made with the supervisor and with the cooperation of other employees to cover the responsibilities of the employee allowed to attend. Arrangements are acceptable provided they do not require a full day of absence or the hiring of a substitute.

E. Disability Benefits

1. An employee participating in the Illinois Municipal Retirement Fund, after employment of one (1) year, is eligible for disability benefits. These benefits shall begin on the 31st day after the illness or absence began or, if the employee has accumulated sick leave of over thirty (30) days. Employee can use temporary benefits on the 31st day off without exhausting sick leave benefits. This is the employee's option.
2. Sick leave benefits available to employees are to be coordinated with benefits which an employee receives under Worker's Compensation. If an employee eligible to receive sick leave is injured in the course of employment and receives disability benefits under Worker's Compensation the employee shall receive from Decatur Public School District #61 the difference between the Worker's Compensation benefits and the wages or salary to which the employee is entitled under the Decatur Public School District #61 leave program. The accumulated sick leave of the employee shall be reduced proportionately based upon the compensation remitted by the Decatur Public School District #61.

Pro-rated sick leave shall be available to the employee only to the extent that an employee has accumulated sick leave days, so that an employee shall receive full pay upon days which an employee is unable to work due to work-related injury or illness, but in no instance will an employee be entitled to a combination of sick leave benefits and Worker's Compensation benefits in excess of the employee's regular pay. In no event will an employee be entitled to sick leave benefits beyond the accumulation of sick leave days of that employee. An employee on Worker's Compensation may waive sick leave pay, in which case the employee shall not be charged with sick leave use.

F. Accident of Employees

1. When an accidental injury occurs, such accidental injury shall be immediately referred to a certified medical doctor.
2. Employees may select a physician of their own choosing.
3. Worker's Compensation, as required by law, is provided all employees. It provides first aid, medical and surgical services, and compensation for

periods of disablement, in case of the on-the-job accidental injury while an employee is engaged in official district business. Worker's Compensation shall be administered by an insurance company under contract with the Board.

ARTICLE VIII EXTENDED LEAVES OF ABSENCE

- A. The following conditions shall apply to all extended leaves of absence unless otherwise indicated:
1. Requests for leave shall be in writing to the Director of Human Resources.
 2. Eligibility shall be based on a minimum of two (2) full terms of continuous employment in the Decatur District.
 3. Leaves shall be limited to one year effective as of the date of the leave. Further extension shall be at the discretion of the Board.
 4. Leaves shall be without pay.
 5. Salary increments shall not accrue because of leave.
 6. Sick leave days shall not accrue because of leave.
 7. Accrued benefits earned at the time the leave begins shall be retained. Accrued benefits shall be defined to mean accumulated sick leave, and placement on the salary schedule (staff member retains full salary placement credit to which staff member was entitled at the time the leave was granted.)
 8. Employees who are absent due to illness reasons, including those employees who subsequently receive temporary disability benefits or accidental disability benefits from District 61 affiliated retirement programs, will have their health and life insurance coverage continued at Board expense for the period they are receiving sick leave benefits from the Board and for a period up to one year from the date sick leave is exhausted.
 9. Employees covered under the Board's group health insurance policy who are on authorized leave of absence for reasons other than illness, including child rearing, may continue to be covered by this insurance for a period of one year from the date the absence begins, providing the employee pays the monthly premium in advance. A waiver of participation must be signed by employees going on leave who do not desire to continue their coverage, and such person must meet medical requirements of the insurance company to again qualify for insurance coverage under the Board's group policy.

10. The Board may request a staff member on leave to furnish a statement from a physician or a psychiatrist indicating whether or not the staff member is capable of returning to work.
11. Written notice of intention to either return or resign shall be given to the Director of Human Resources sixty (60) days prior to the expiration of the leave. Failure to furnish such written notice shall constitute a notice of resignation.
12. Reemployment during the school year shall be at the discretion of the Board.
13. Staff members who are granted leave of absence cannot be assured of placement in the same position when they return. The best possible assignment, however, shall be made within the existing vacancies.

B. Authorized Leaves

1. Child Rearing Leave

Staff members who are expectant mothers shall upon request, be granted child rearing leave.

2. Adoption Leave/Foster Care Leave

Staff members shall, upon request, be granted a leave of absence for the adoption of a child.

3. Detached Service Leave

Staff members shall, upon request, be granted a leave of absence for detached service to work for an educational institution, a foundation, or an official government agency, or the State or National affiliate of the local Union.

4. Extended Illness Leave

Staff members whose serious health condition extends beyond the period compensated under Section VII of this document will be granted a leave of absence until such time as a physician certifies the staff member is capable of returning to work or starts receiving disability benefits under the IMRF. In no case shall extended illness leave extend beyond two (2) calendar years. Personal illness would include mental health, alcoholism, and drug abuse.

5. Family Hardship Leave

Staff members shall, upon request, be granted a leave of absence for the purpose of caring for a sick member of his/her family. A written statement of need from a physician shall accompany the request.

6. Military Leave

Staff members required to serve in the armed forces of the United States shall be granted a leave of absence without pay for the period in the service. Time spent in the armed forces shall be credited to their years of experience on the salary schedule upon their return to the school system.

7. Study Leave

Employees shall, upon request, be granted a leave of absence for study designed to improve their competencies.

8. General Leave

Employees may, upon request, be granted a leave of absence for such purposes as deemed appropriate by the Superintendent.

9. Family and Medical Leave Act (FMLA)

All full-time and part-time employees shall be eligible for up to 12 weeks per year of FMLA for the following reasons:

- birth and care of the newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for an immediate family member (spouse, child, or parent) with a serious health condition; or
- to take medical leave when the employee is unable to work because of a serious health condition
- including any amendments.

During the family and medical leave period, the District shall continue to pay the health insurance premium set forth in the collective bargaining agreement. Employees shall not be required to use family and medical leave prior to, instead of, or simultaneously with any accrued leave. The employee shall have the option to make use of family and medical leave or any other contractual leave. The 12 months/1250 hours used in a determining eligibility will be the 12 months/1250 hours. Eligible employees may use unpaid family and medical leave, guaranteed by the Federal Family and Medical Leave Act, for up to a combined total of 12 weeks in any rolling 12-month period. Following the leave period, the employee shall be reinstated to his/her previous position or an equivalent position. All seniority, benefits, sick leave, vacation leave, etc. will continue to accrue during the time an employee is utilizing FMLA. Employees may use this leave intermittently up to 12 weeks.

**ARTICLE IX
COMPENSATION AND INSURANCE**

A. Compensation

1. Educational office personnel for the Decatur Public Schools shall be paid in accordance with and work under the conditions set forth in this agreement. Wage rates of all employees covered by this agreement are set forth in Schedule A which is attached hereto and made a part hereto.
2. No changes or additions in existing classification or positions will be made without prior notification to the D.E.S.P.A. represented by the Bargaining Committee. Classifications of all educational office personnel covered by this Agreement are set forth in Schedule B of the Appendix which is attached hereto and made a part hereof.

B. Overtime

1. Any overtime work must be offered to the full-time secretary and not to a part-time or temporary employee. If the extra time is not desired by the full-time secretary, then the part-time or temporary employee working may be offered the overtime.
2. Compensation for authorized overtime is one and one-half times the regular hourly rate shown on Schedule A. There shall be no overtime except that authorized by the immediate supervisor. No overtime shall be paid unless forty (40) hours for the week have been worked.
3. Overtime work performed on Saturday shall be paid at time and one-half the respective hourly rate. Overtime work performed on Sunday shall be paid at twice the respective hourly rate, only if overtime work has been performed on Saturday (the day before) at time and one-half respective hourly rate. Overtime work will not be performed on Sunday unless it is an emergency.
4. Overtime work performed on a holiday as listed in Article VI-B, 1, or as declared by the Board shall be paid at the rate of time and one-half in addition to holiday pay.
5. Compensatory Time Off: Employees who work extra hours may receive, with the agreement of the employee and the supervisor, time off at a future date in lieu of overtime pay. Compensatory time off will be at the same rate that would be paid for overtime. The compensatory time off is one and one-half times the number of overtime hours worked.

C. Insurance

1. The Board will provide each employee who work full-time with health and medical insurance coverage as described in the Decatur School District No. 61 Group Medical Plan. Employees who work half-time, but less than full-time, will be provided the same coverage if they pay one-half (1/2) of the premium. Employees who work less than half-time will be permitted to participate in the group insurance program if they pay the entire premium.
2. The health and medical insurance coverage which is presently in effect will be on an optional basis for employees who retire at age fifty-five (55) or thereafter with ten (10) years of service in the Decatur School District. Retirees who opt to participate in the employee group health insurance plan will pay the entire annual premium. Coverage will end when the retiree reaches the age of sixty-five (65).
3. Health and medical insurance coverage for the family of employees will be on an optional basis. Employees who select family coverage insurance will pay \$200 per month (\$2400 annually) toward the cost of family health and medical insurance. The employee-paid portion of the premium may be sheltered under Section 125 of the Internal Revenue Code.
4. Health insurance for the family of the retiree will be on an optional basis. Retirees who opt for this coverage will pay the entire premium. Coverage will end when the retiree or dependent reaches sixty-five (65), whichever comes first.
5. The Board will provide for each full-time office employee life insurance in the amount of one and one half (1 ½) times their annual salary at no cost to the employee.
6. The Board shall indemnify and protect office employees against any loss of, damage to, or destruction of the office employee's personal property as a result of assault and/or battery committed against them while working within their scope of employment and said assault and/or battery to be without legal justification.
7. Prescription Card

Prescription cards will be made available to each employee who is receiving health and medical coverage through the health insurance plan. Employees should direct any questions or concerns to the District Business Office.

8. Flex Plan

The following options are available (during the window period) to employees of Decatur School District No. 61. Employees should direct any questions or concerns to the District Business Office.

a. Dependent Care Assistance Plan

This plan will enable each participant to elect to receive payments of reimbursement of his/her dependent care expenses that are excludable from the participant's gross income under Section 129 of the Code.

b. Medical Reimbursement Plan

This plan enables each participant to elect to receive payments of reimbursements of his/her medical care expenses that are excludable from the participant's gross income under Section 105(b) of the Code.

c. Volunteer Dental Plan

This volunteer Dental Plan will enable each employee to participate in a group dental plan. A minimum of ten (10) employees must enroll.

D. Retirement Contribution

Staff members who participate in the Illinois Municipal Retirement Fund will be granted an increase in gross earnings according to the following schedule:

<u>Years of District Experience</u>	<u>Percentage</u>
18	1.0%
19	1.5%
20	2.0%
21	2.5%
22	3.0%
23	3.5%
24	4.0%
25	4.5%

**ARTICLE X
SUMMER EMPLOYMENT**

A. Applications

Clerical staff members employed less than fifty-two (52) weeks may request consideration for summer employment by submitting a letter to the Director of Human Resources.

B. Selection

The selection of staff members for summer employment shall be on the basis of ability, skills, and years of service in the District. Clerical staff members employed less than fifty-two (52) weeks shall be given priority for summer clerical positions such as Summer School, textbook repair, summer substitutes, etc.

C. Compensation

Educational office personnel selected for summer employment shall be paid at the same rate of pay as their regular employment. However, summer employment shall not increase the number of vacation days or sick leave days to which the employee is entitled.

**ARTICLE XI
PROMOTIONS, VACANCIES, TRANSFERS AND POSITION ELIMINATIONS**

A. Vacancies

1. Information regarding educational office personnel positions which are available, either through creation or vacancy, shall be publicized to the staff by sending notices to all schools and offices with a copy to the D.E.S.P.A. Notices of vacancies will include current description of work, classification of the job, and prerequisite qualifications needed for application, including specific training and experience.
2. All position vacancies, including temporary positions expected to last a minimum of eight (8) consecutive weeks, shall be posted for bid. A minimum of seven (7) days shall be allowed for submission of applications.
3. Vacancies occurring within the bargaining unit, including newly created positions, shall be posted within 7 days of receiving notification of intent to vacate the position. The names of all applicants for the position are to be forwarded to the appropriate administrator. Interviews shall be held within 2 weeks of the expiration of the posting period. If no applications are received for the position, it shall be reposted within 7 days. If no applications are received or no acceptable applicants apply, the employee vacating the position will not be held in said position longer than 10 working days. Within 10 working days, all Association applicants will receive written notification of the outcome of the interview.
4. Staff members may apply for any vacancy. Such application shall be in writing addressed to the Director of Human Resources. Other than situations covered by C. Position Eliminations, all staff members shall be

interviewed and given consideration before any applicant is appointed to the position.

5. In filling vacancies the Board agrees to give due consideration to the ability, skills, length of service and other relevant factors of all applicants.
6. Staff members selected to fill vacancies at either the same or different classification shall retain their years of experience.
7. The Association shall be involved in the process to create any new position.

B. Transfers

1. Any staff member employed in the District may apply in writing to the Director of Human Resources requesting transfer to another building or position.
2. All staff members who have requested a transfer and who are on vacation or are not on duty (during summer months) when a vacancy occurs, will be sent a copy of the notice announcing the vacancy. Notices will be sent by the Human Resources Office via United States mail to the staff member's residence.
3. A staff member who has requested a transfer and is not selected to fill a specific vacancy may request a reason for the non-selection. The Director of Human Resources shall inform the staff member, in writing, the reason.
4. The Board may transfer or reassign staff member when necessary to best utilize the staff or when it considers such transfer or reassignment to be in the best interest of the District. Before a transfer is made, the Director of Human Resources shall provide both the affected employee and the association written notice of the proposed transfer. In requesting transfers or reassignments the Board agrees to give due consideration to the ability, skills, length of service and other relevant factors of all employees. The administration shall consult with the staff member before a unilateral transfer is made. If the Board transfers or reassigns a staff member to a position falling in a lower pay grade than the one he/she presently holds, he/she shall continue to be compensated in accordance with his/her old pay grade for a period of one year or until such time as he/she may apply for and obtain a position of equal or higher pay grade, whichever comes sooner.

C. Position Eliminations

1. When buildings are closed or positions are eliminated, staff members in these buildings and positions may retain a position in their classification

within their number of days and number of hours worked per day according to their longevity status within the district. The lay-off will occur beginning with the employee with the least amount of longevity in that classification with the same number of days and number of hours worked per day within the district. Recall will occur in the reverse order of lay-off.

2. If it becomes necessary to close buildings or eliminate positions, the employees in these buildings and positions and those employees with the least amount of service in the district will be given due notice as required by law.
3. If it becomes necessary to eliminate a position because government funds are no longer available, the position being one paid by the government rather than from District No. 61 funds, the two-week notice to which a staff member is entitled shall be paid from District No. 61 funds if necessary.

D. Position Evaluation and Classification

The purpose of position evaluation is to determine the content and relative worth of each position and establish internal equity regarding compensation through the position classification plan. The position evaluation approach is a systematic and rational method for rating each position and assigning positions to responsibility groups that reflect their relative value to the District.

Procedure:

1. Letter requesting position review sent to Director of Human Resources.
2. Position Evaluation Questionnaires sent to incumbent and incumbent's supervisor.
3. Completed forms returned to Director of Human Resources.
4. Position Evaluation Committee meets in December and July to review requests. Committee is composed of: Director of Human Resources, Director of Business Affairs, Assistant Superintendent, & President of D.E.S.P.A. and D.E.S.P.A. Bargaining Committee Chair.
5. Committee's recommendation sent to Superintendent. Superintendent makes final decision on recommendation.
6. Superintendent will notify incumbents and supervisors of the decision. Notice shall be given in writing within 10 school days of the meeting.
7. If the request is denied, the incumbent will be given the reasons for the denial in writing.

8. If the request is granted, the incumbent's pay will be retroactive to December 1st or July 1st depending on the date of request.

ARTICLE XII MISCELLANEOUS PROVISIONS

A. Jury Duty and Court Appearance

Any member of the bargaining unit summoned to jury duty or issued a court subpoena shall be paid his/her full salary for each working day of absence, provided that the member pays the District the jury fee or witness fee. Part-time employees would pay back a prorated amount of the jury fee. If payment is not paid within forty (40) days, it will be withheld from subsequent pay. This provision is not applicable if the staff member is a plaintiff against the School District, the Board of Education, or its representative as a result of any legal actions commenced by or on behalf of the Decatur Educational Support Personnel Association, or as the result of any legal actions arising from collective negotiations between the Decatur Educational Support Personnel Association and the Board of Education.

B. Physical Examinations

Each new employee of the Decatur Public Schools is required to have a complete physical examination at the applicant's expense. A special form for the physical examination of all new employees shall be provided by the Human Resources Office. Salary checks may be withheld until the physical examination has been completed and the report filed in the Human Resources Office.

C. Acceptance of Gifts

No employee of School District No. 61 may accept any gift (except advertising novelties of nominal value) or redeemable coupons or stamps from any vendor of supplies or services to the School District. In the event any such gift is received by an employee, it shall be reported immediately to the Superintendent of Schools who shall cause the gift or redeemable coupons or stamps to be returned to the vendor, notify the vendor of this policy, and by written report inform the Board of this action taken. All vendors shall be immediately notified of this policy.

D. Inservice Training

Each employee shall receive two (2) days per year to attend workshops without loss of pay.

E. Freedom to Request a Conference

Any employee's request for conferences or hearings at any higher level shall not be considered by anyone as a reflection upon the employee. A reasonable use of this procedure is encouraged to the end that all employees, certificated or otherwise, shall enjoy freedom of thought and freedom of communication concerning their profession and the work of the school system, and to the end that ideas may flourish and creative thought be stimulated.

F. Definition of Probationary, Full-Time, Part-Time, Short Term Employees

1. Probationary employee: All new employees shall be considered as probationary employees for the first ninety (90) calendar days of their employment. The Board, through its appointed representative, shall have the right to discharge any employee in such status and no grievance shall arise there from.
2. A full-time employee is one who works eight (8) hours daily and is employed the number of weeks required for his/her position as specified in Schedule B, Classification of Educational Office Personnel. Full-time employees are eligible for full vacation, holiday, sick leave, and insurance benefits provided by the Board as specified in this Agreement.
3. A part-time employee is one who works less than full time and/or is employed on a continuous basis for the number of weeks required for his/her position as specified on Schedule B.

Part-time employees who work twenty (20) hours or more per week are eligible for vacation, sick leave, and holiday benefits calculated on a basis that is consistent with their daily earnings. Part-time employees who work six (6) or more hours per day are entitled to have the Board pay the premium on their health insurance. Employees who work twenty (20) hours or more per week but less than thirty (30) hours per week are entitled to have the Board pay one-half of the premium on their health insurance if they pay the remaining one-half.

Part-time employees who work less than twenty (20) hours per week are not eligible for vacation, sick leave, holiday or insurance benefits.

4. A short-term employee may or may not work eight (8) hours daily but is not employed on a continuous basis or for the number of weeks required for the position. Short-term employees are not eligible for vacation, holidays, insurance benefits or sick leave.

G. Administering Medication

Employees shall not be required to administer medication.

**ARTICLE XIII
LIMITATIONS**

- A. The Decatur Educational Support Personnel Association and the individual members of the bargaining unit represented by the D.E.S.P.A. agree not to strike.
- B. The Decatur Educational Support Personnel Association and the individual members of the bargaining unit represented by the D.E.S.P.A. agree that they, will not during working hours engage in or encourage or support any strike, slowdown, or other concerted refusal to render full and complete services to the Board.
- C. This Agreement shall not supersede any existing or future laws of the State or Federal Government as they affect the legal operation of the school system by the Board. If any portion of this Agreement is in violation of any law or is declared invalid by any court or competent jurisdiction, or shall become inoperative because of any State or Federal law, that portion in disagreement shall be considered null and void, but the remaining portions of this Agreement shall continue in full force until the prescribed termination date.
- D. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the employment, termination, and direction of employees are vested exclusively in the Board of Education, and that the Board is the legally constituted body for that purpose.
- E. This Agreement shall create no personal or individual contractual obligation or liability on the part of any member or members of the Board of Education.
- F. Waivers - If any waivers become subject to bargaining, at that time we will schedule a meeting to bargain.

**ARTICLE XIV
MODIFICATION AND WAIVER**

This Agreement may not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties and no departure from a provision of this Agreement by either party, or by their officers, agents, or representatives, or by members of the negotiating committees, shall be construed to constitute a continuing waiver of the right to enforce such provisions.

IN WITNESS WHEREOF, the parties hereunto set their hands and

seals this _____ day of _____, 2009.

DECATUR EDUCATIONAL SUPPORT PERSONNEL ASSOCIATION

Chairman, Bargaining Committee _____

President _____

BOARD OF EDUCATION, DISTRICT NO. 61

President _____

Secretary _____

APPENDIX

1. Effective July 1, 2009, each employee will receive a 4.95% pay raise.
2. Effective July 1, 2010, each employee will receive a 4.45% pay raise.
3. Effective July 1, 2011, each employee will receive a 4.20% pay raise.
4. Effective July 1, 2012, each employee will receive a 4.05% pay raise.

5. Prior Work Experience Credit

Prior to employment with the District, applicants with prior work experience shall be awarded such work experience if it is related to position duties and responsibilities noted in the relevant job description and verifiable with a copy of a prior job description and by a prior employer (if possible).

Any such work experience must have been within the ten year period immediately prior to proposed employment in the District. New applicants may be granted placement up to step 3 if it meets the provisions of this document. Prior experience above step 3 shall be awarded only with mutual agreement of both parties.

Any employee returning from an extended leave of absence will retain full salary placement credit as defined in Article VIII – Extended Leaves of Absence A7.

Any former employee whose prior job was in Schedule B of the contract and is re-employed shall be granted full credit for prior District 61 employment.

6. If a substitute secretary is on a continuous assignment for thirty (30) working days, as of the thirty-first (31) day, the pay will be increased to the starting rate of the regular secretary's classification retroactive to the first day worked. Any part-time secretary substituting for a full-time secretary should do so at his/her (part-time) secretary's rate.
7. Educational office personnel selected for summer employment shall be paid at the same rate of pay as their regular employment. However, summer employment shall not increase the number of vacation days or sick leave days to which the employee is entitled. Persons hired for summer employment who are not regular District 61 employees shall be paid the current Federal Minimum Wage.
8. The X-step is intended as a one (1) year payment to qualifying retiring employees in recognition of the many years of faithful and dedicated service the employee has given to education in general and to the School District and its students. In order to qualify for an X-step salary rate for the final year of employment, an employee must be eligible for IMRF retirement criteria and have been employed for at least 8-15 years(\$750.00), 16-20 years (\$1250.00),_21-25

years (1750.00), and 26+ years (\$3250.00) with the Decatur Public School District 61. No later than sixty (60) days prior to the anticipated retirement date must have notified the Director of Human Resources in writing that he/she will be retiring upon the specified date. To stay within the IMRF 125% Rule, a payment cycle will be established with payroll.

SCHEDULE B
CLASSIFICATION OF EDUCATIONAL OFFICE PERSONNEL

Positions are year round unless specified.

Positions are 8 hours per day unless specified.

PAY GRADE I

Adult Education Training Center Receptionist (1,440 hours per year)

PAY GRADE II

Alternative School Secretary (180 days - 1 hour per day)
(2) Itinerant Library Secretary (180 days)
(13) Elementary Secretary (180 days - hours based on enrollment)
(2) High School Secretary (185 days)
(2) Middle School Clerk Typist (180 days - hours based on enrollment)
Special Education Secretary/DORS (180 days - 5 hours per day)
Tech Academy Attendance Secretary (190 days)
Pershing Secretary (180 days - 4 hours per day)
(3) K-8 Secretary (190 days - hours based on enrollment)
High School Secretary/Textbooks - MacArthur
Mail Clerk
Buildings and Grounds Secretary
Microfilm Clerk/Receptionist

PAY GRADE III

(2) Middle School Secretary (185 days)
(2) Secretary to Resource Specialists (185 days)
High School Secretary - Eisenhower (185 days)
Pre-K Secretary - Pershing (185 days)
(4) Small Learning Communities Secretary - MacArthur (200 days)
Central Textbook Secretary
(2) Secretary to Assistant High School Principal
Secretary to High School Deans - Eisenhower
High School Guidance Secretary - Eisenhower
Library Processing Secretary
Library Collections Secretary
Secretary to 10 month Assistant High School Principal - Eisenhower (195 days)

PAY GRADE IV

(14) Secretary to Elementary Principal (215 days) (23 half days in the summer)
(3) Secretary to K-8 Principal (220 days) (18 half days in the summer)
Secretary to Director of Management and Information Systems
Secretary to Assistant Director Tech Academy
Offset Operator II
Secretary to Coordinator of Health Services
(4) Secretary to Middle School Principal
(2) Secretary to High School Principal
MIS Help Desk Operator
Secretary to Grant Manager, Project Manager and Even Start
Secretary to Alternative School Principal
Secretary to Assistant Director Special Education/Receptionist
Special Education Secretary - Student Records
Family Resource Secretary
Secretary to Special Education Administrators
Itinerant Secretary
Secretary Adult Special Programs/Adult Education

PAY GRADE V

Secretary to Director of Student Services
Purchasing/Transportation Clerk Analyst
Accounting Analyst
(2) Accounts Payable Analyst
Claims and Statistical Information Analyst
Insurance/Payroll Analyst
Offset Operator I
Classified Staff Secretary - Human Resources
Payroll Analyst
Purchasing Analyst
Special Education Secretary
Secretary to Director of Special Education
Secretary to Director of Buildings and Grounds
(2) Secretary to Director of Research
Secretary to Director of Tech Academy
Special Education Secretary - TAMES and Home Study
(2) Secretary to Assistant Superintendent
Secretary to Director of Special Programs
Special Education Data Analyst
Secretary to Director of Teaching and Learning

PAY GRADE VI

Memorandum of Understanding

It is the desire of the Decatur Educational Support Personnel Association to work with the Decatur Board of Education No. 61 regarding the implementation of Site-Based Decision Making. In support of this goal, DESPA and the District will cooperate in the planning and development of Site-Based Decision Making procedures and programs.

Such participation will include: a.) educating employees in understanding Site-Based Decision Making; b.) protecting the integrity of the collective bargaining agreement through establishing mutually agreed upon procedures for the adoption of Collective Bargaining Agreement waivers; c.) assessing the impact of Site-Based Decision Making activities on an employee's time and its impact on job responsibilities; d.) providing necessary resources and ensuring that reasonable financial resources are made available to each site as the staff prepares for and implements Site-Based Decision Making procedures and plans; e.) and advising and assisting, as needed, District committees and schools in the development of their procedures, processes and structures for shared decision making.

Concerns of either party relating to shared decision making beyond the 1996-97 school year will be considered appropriate subjects for further examination by the parties during successor agreement negotiations.

Either party may, at any point, notify the other of its intent to withdraw from this Memorandum of Understanding and Agreement. Said party will provide written notification to the other of its intent, allowing a sixty (60) day waiting period. During this waiting period, the District and Association Representatives will come together to attempt to identify and resolve differences.

This Memorandum of Understanding and Agreement will be effective upon its ratification by each party through established processes.