

Agreement
Between The
Board of Education
Sandwich Community Unit School District #430
And The
Sandwich Educational Employees
IEA/NEA
For The
2023-2024
2024-2025
2025-2026
2026-2027
2027-2028
School Years



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Article 1

Agreement and Recognition

1.1 Agreement and Recognition

The Board of Education of the Sandwich Community Unit School District #430, DeKalb, County, hereinafter referred to as "Employer" hereby recognizes the Sandwich Educational Employees, IEA-NEA, hereinafter referred to as the "Association" as the sole and exclusive bargaining representative for all regularly-employed full and part-time bus (van) drivers and bus aides, full and part-time custodial employees, full and part-time secretaries, and full and part-time certified para-professionals.

1.2 Definition of Full and Part-time Employees

Full time is defined as those individuals who are employed 32.5 hours or more per week, 5 days per week, for at least the scheduled days per the adopted school calendar. Part time is defined as those individuals who work a minimum of 2 hours per day to 32.5 hours per week. Any employee who works less than two (2) hours per day or 10 hours per 5 day workweek is excluded from this agreement. Except as otherwise required by law or the Affordable Care Act, or unless specifically noted to be included, all fringe benefit language shall not apply to part-time employees.

1.3 Recognition of Exclusions

Any employee who works less than the above stated hours and weeks is excluded as well as any other employee who is ineligible as a result of being classified as confidential, including supervisory or managerial, substitute workers in all classifications, certified staff, administrators, all employees employed solely for summer or any other recess period, vacation period or special projects, other short-term employees as defined in Section 2 of the IL. Ed. Labor Relations Act, students, the superintendent's secretary, transportation director, transportation mechanic, the district maintenance positions, sub caller, accounts payable clerk, payroll Clerk, technology assistants, and student services secretary/assistant.

The Board of Education agrees not to negotiate with any other individual, organization, association or individual personnel with regard to those items contained within this agreement, during the term of this agreement.

This agreement shall constitute the full and complete commitments between both parties. It supersedes and cancels all previous agreements verbal or written or based on alleged past practices between the Employer and the Association.

This agreement may be altered, changed, added to or deleted from, or modified only through the voluntary mutual consent of the parties in written and signed amendment to this agreement.

1.4 Probationary

Also excluded is any individual who is in their probationary period which shall be defined as ninety (90) calendar days. This period commences upon the initial date of hire as a full or part-time employee. During this period the Employer may discharge the new employee without recourse to the grievance procedure. Those individuals are also ineligible for benefits as provided by this agreement. There is only one original term of probation. Upon completion of probation, benefits will commence regardless of classification and the following benefits will be retroactive to the first day of employment: sick day accumulation, personnel day accumulation, vacation day accumulation and seniority.

Article 2

Grievance Procedure

A. Definitions

1. A grievance is defined as a written complaint or written claim by a member that there has been an alleged violation, misinterpretation, or misapplication of any provisions of this agreement, said complaint or claim must include a plain and concise statement of the facts constituting the violation, misinterpretation or misapplication.
2. A business day is defined as a member employment day except during summer recess when it is a day on which the district administration office is open for business.

B. Procedures

The parties acknowledge that it is usually most desirable for an employee and his or her immediately involved supervisor to resolve problems through free and informal communications. When requested by the member, the building representative may attend to assist in this resolution.

Informal step: The member shall attempt to resolve any issue prior to filing a written grievance by informal discussion with his or her supervisor within ten (10) business days of the occurrence of a matter which is the subject of the grievance.

Step 1: The member and association shall present the grievance in writing to the immediately involved supervisor who will arrange for a meeting to take place within five (5) business days after the receipt of the grievance. The grievance shall set forth the specific clause or clauses of the Agreement which have allegedly been violated, and shall specify fully the remedy sought. The grievance must be filed within twenty-one (21) calendar days after the occurrence of the event giving rise to the grievance. The Association's representative, the aggrieved member and the immediately involved supervisor shall be present for the meeting. The immediately involved supervisor must provide the aggrieved member and the Association with a written answer on the grievance within seven (7) calendar days after the meeting. Such answers shall include the reasons upon which the decision is based.

A grievance involving the act of any administrator above the building level shall initially be filed at Step 2 of the grievance procedure after the grievance has first consulted the administrator involved.

Step 2: If the grievance involves the act of an administrator above the building level the grievance shall be filed with the superintendent within 14 days as provided in Step 1, or, if the grievance is not resolved in Step 1, or if the Step 1 time limits expire without the issuance of the supervisor's decision, then the grievant and the association shall refer the grievance to the superintendent or his official designee within seven (7) calendar days after receipt of the Step 1 answer. The superintendent shall schedule a meeting within seven (7) calendar days of receipt of the grievance at which time each party shall have the right to include in its representation such witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. Upon conclusion of the hearing, the superintendent shall have seven (7) calendar days in which to provide a written decision to the Association and grievance.

Step 3: If the grievant and association are not satisfied with the disposition of the grievance at Step 2, or if Step 2 time limits expire without the issuance of the superintendent's decision, the

grievant and the association may refer the grievance in writing to the Board of Education within seven (7) calendar days of the issuance of the superintendent's decision or the expiration of the time for the issuance of a decision. Upon receipt of the request, the Board of Education, within thirty (30) calendar days, shall schedule a closed session hearing on the grievance and shall render its decision in writing within twenty-one (21) business days after the close of the hearing. Each party to the grievance shall have the right to include in its presentation a counselor if so desired.

Step 4: If the grievance is not resolved satisfactorily at Step 3, there shall be available a fourth step of impartial, binding arbitration. The grievant and the Association shall submit, in writing, a request for arbitration to the superintendent within seven (7) calendar days from the issuance of the Step 3 answer, and submit a demand for arbitration with the American Arbitration Association with fourteen (14) calendar days from the issuance of the Step 3 answer. The arbitrator shall be selected from the American Arbitration Association in accordance with their voluntary labor tribunal rules.

The Board of Education, the grievant, and the Association will not be permitted to assert grounds not previously asserted when entering into arbitration. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to amend, modify, nullify, ignore, add or alter the terms of this Agreement, nor to make any award prohibited by law, whether statutory or by court decision.

The cost of the arbitrator shall be borne equally between the aggrieved party and the District. Should either party request a transcript of the proceedings, that party will bear the cost of the transcript. The arbitrator's decision shall be final and binding upon the parties. His/her decision must be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

A. General Provisions

1. Should the investigation of any grievance require, in the sole judgment of the superintendent or designee, that an employee and representative (if represented by an Association member) be released from his/her regular assignment, he/she will be released without loss of pay or benefits.
2. The Board of Education and administration agree not to take any action in reprisal against any person for his/her participation in the grievance process. The Association agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.
3. Furthermore, should any member of the bargaining unit commence an action against the Board of Education and/or any of its members individually or collectively, before any State or Federal Administrative Agency, court or Tribunal, charging the Board or any of its members, agents, or employees with any alleged violations of any of the rights granted to or enumerated herein, said proceeding shall act as a bar to the commencement or further proceeding of any grievance filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.
4. Failure of any employee or the Association to act on a grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual consent.

At any stage of the grievance procedure, the grievant may be represented by a representative of his or her choice. When an employee is not represented by the Association, the Association shall reserve the right to have its representative present.

B. Additional Provisions

The arbitrator shall have no power to rule on any of the following:

1. The termination of services or failure to re-employ any probationary employee.
2. The termination of services, or failure to re-employ any employee if claims for back wages have been awarded.
3. Any claim, or complaint, to which there is another remedial procedure, or forth established law or regulation, having the force of law.
4. Any matter involving employee evaluation except in the cases of procedural violations.
5. They shall have no power to change any practice, policy, or rule of the Board of Education or to substitute their judgment for that of the Board of Education as to the reasonableness of any such practice, policy, rule, or any action taken by the Board of Education.
5. Their powers shall be limited to deciding whether the Board has violated the expressed articles or sections of the Agreement, and they shall not imply obligations and conditions binding upon the Board of Education from this agreement, it being understood that any matter not specifically set forth herein remains in the reserved rights of the Board of Education.
6. They shall have no power to decide any questions, which under this Agreement is within the responsibility of management to decide. In rendering decisions, the arbitrator shall give due regard to the responsibilities of management and shall construe such responsibilities, except as they may be specifically conditioned by the Agreement.
7. If either party disputes the arbitrability of any grievance under the terms of this Agreement, the arbitrator shall have no jurisdiction to act until a court of competent jurisdiction has determined the matter.
8. All claims for back wages shall be limited to the amount of wages that an employee would have otherwise earned, less any unemployment or other compensation that he/she may have received from any source during the period of back pay.
9. They shall have no power to establish salary structures or change any salary.

Article 3 **Management Rights**

3.1 Management Rights

Except as otherwise expressly and specifically limited by the terms of this agreement, the Employer retains all its customary, usual and exclusive rights, decision-making, prerogatives, functions, and authority connected with or in any way incidental to its responsibility to manage the affairs of the employer or any part of the affairs of the employer. The rights of employees in the bargaining unit and the Association hereunder are limited to those specifically set forth in this Agreement, the School Code and the Illinois Education Labor Relations Act.

Without limitation, but by way of illustration, the exclusive prerogatives, functions, and rights of the employer shall include the following:

1. To direct and supervise all operations, functions and policies of the employer in which the employees in the bargaining unit are employed.

2. To close an operation or facility, or combination of facilities, or to relocate, reorganize, or combine the work of operations or facilities for budgetary or other reasons.
3. To determine the need for a reduction or an increase in the workforce and the implementation of any decision with regards thereto.
4. To establish, revise, and implement standards for hiring, work rules, job classifications, promotion, quality of work, safety, materials, uniforms, appearance, equipment, methods and procedures. It is jointly recognized that the Employer must retain broad authority to fulfill and implement its responsibilities and may do so by oral and written work rule, existing or future.
5. To implement new, and to revise or discharge wholly or in part, old methods, procedures, materials, equipment, facilities and standards.
6. To assign and distribute work.
7. To assign shifts, workdays, hours of work and work locations.
8. To determine the need for and the qualifications of new employees, transfers and promotions.
9. To discipline, suspend, demote or discharge an employee.
10. To determine the need for additional educational courses, training programs, on-the-job training and cross training, and to assign employees to such duties for periods to be determined by the Employer.
11. To direct the work of its employees, determine the time and hours of operation and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into contracts with private vendors for services.

The exercise of any management prerogative, function or right, which is not specifically modified by this agreement, is not subject to the grievance procedure or to arbitration.

The employer retains its rights to amend, modify, or rescind policies and practices referred to in this Agreement in case of an emergency. The determination of whether or not an emergency exists is solely within the discretion of the Board however; the Board agrees to discuss with the Association the emergency, which exists, and the terms and conditions of such emergencies. Nothing shall be deemed a requirement to reach an agreement on such topics as a precondition regarding the Board of Education's rights to amend, modify or rescind policies and practices referred to in this agreement in case of an emergency and is expressly excluded from the provisions of the grievance procedure.

Article 4 **Association Rights**

4.1 Use of Buildings

The Association and its representatives shall have the right to the use of school district buildings for meetings provided these meetings do not interfere with or interrupt normal school operations. The date, time and space required for such meetings shall have prior approval of the building principal. Such request for usage must be made to the appropriate building principal in writing at least three school days prior to the event. In case of emergency or urgency, the Association may request the meeting time and space in less than three (3) school days; however, granting of such requests are totally at the discretion of the principal. In the event there are any unusual or extraordinary costs incurred as a result of or associated with such meetings, the Association will reimburse the district for actual costs.

4.2 Use of Mailboxes

The association shall have the right to use an employee's mailbox provided that such mailbox exists and that such usage does not interfere or increase normal district mail operations and incidental postage associated thereto.

4.3 Bulletin Boards

The employer will permit the Association to share one (1) bulletin board for Association use with the Education Association of Sandwich at the location of the present bulletin board, which is placed there at the discretion of the Administration. No materials shall be posted except notices of meetings and elections, results of elections, changes in Association by-laws, notices of employee social occasions and similar Association notices, letters, and memoranda. All material posted shall be signed by an officer of the Association. The Association will limit the posting of any material on the employers premises to its bulletin board. Where feasible the Association shall share the current Association bulletin board with the Sandwich Education Association.

4.4 Association Business on Employer Time

No Association member or officer shall conduct any Association business on paid work time, except to attend meetings as requested by the administration.

4.5 Names and Addresses of New Employees

Names and addresses of newly hired employees shall be provided to the Association President or designees. Names, addresses, telephone numbers, dates of hire, position and initial building assignments of newly hired support staff members will be provided to the Association President, which may include electronic methods of communication, within 14 working days of the date that they are approved for hire by the Board of Education.

4.6 Distribution of the Agreement

Within thirty (30) days after the Agreement is signed, copies of this Agreement with table of contents and index shall be posted on the district website and distributed electronically to each bargaining unit member, administrator and supervisor.

Article 5

Sick Leave- Personal Business- Leaves of Absence/FMLA-Vacation

5.1 Sick Leave

All employees covered by this Agreement shall receive paid sick leave. Sick leave will be provided as follows:

9- and 10- Month Employees

9 and 10 Month Employees (Years 1-7)
2 in August with an additional 1 per month beginning in September with a total of 11 per year.
9 and 10 Month Employees (Years 8-14)
3 in August with an additional 1 per month beginning in September with a total of 12 per year.
9 and 10 Month Employees (Years 15-22)
4 in August with an additional 1 per month beginning in September with a total of 13 per year.
9 and 10 Month Employees (Years 23+)
6 in August with an additional 1 per month beginning in September with a total of 15 per year.

11- Month Employees

11 Month Employees (Years 1-7)
2 in August with an additional 1 per month beginning in September with a total of 12 per year.
11 Month Employees (Years 8-14)
3 in August with an additional 1 per month beginning in September with a total of 13 per year.
11 Month Employees (Years 15-22)
4 in August with an additional 1 per month beginning in September with a total of 14 per year.
11 Month Employees (Years 23+)
6 in August with an additional 1 per month beginning in September with a total of 16 per year.

12- Month Employees

12 Month Employees (Years 1-7)
2 in August with an additional 1 per month beginning in September with a total of 13 per year.
12 Month Employees (Years 8-14)
3 in August with an additional 1 per month beginning in September with a total of 14 per year.
12 Month Employees (Years 15-22)
4 in August with an additional 1 per month beginning in September with a total of 15 per year.
12 Month Employees (Years 23+)
6 in August with an additional 1 per month beginning in September with a total of 17 per year.

Part time employees shall receive sick day pay equivalent to their regular workday on a pro-rata basis. Unused sick leave shall accumulate to a maximum of 240 days, including the leave of the current year.

Sick leave shall be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family/ household. The immediate family/household, for purposes of this section, shall include spouse, parents or legal guardian, step-parents, children, step-children, brothers, step-brothers, sisters, step-sisters, grandparents, grandchildren, parents-in-law, brother-in-law, and sisters-in-law.

Sick leave shall not accrue during leaves of absences without pay or layoffs.

When an employee is absent due to illness, the employee must notify their principal or supervisor. They must also fill out a sick leave form upon return. During a lengthy illness, the supervisor must be kept informed periodically on the status of the illness.

Payment for authorized sick days will be based on the average hours per day the employee regularly works, not to exceed eight hours. Sick leave may be applied for in one-half day or full day increments.

The employee may be required to provide the employer with satisfactory proof of illness from a licensed medical doctor after an absence of three (3) days for personal illness.

Un-approved days off without pay will not be permitted and shall be grounds for immediate termination without recourse to the grievance procedures.

Terminated employees will not be paid or reimbursed for unused accumulated sick days. Retired Employees will be paid a limited amount as per section 8.11.

Holidays and other regular days off shall not be charged against sick leave and sick days may not be used on scheduled non-attendance days or snow days.

5.2 Personal Business Leave

For employees covered by this agreement, full and part time employees may receive up to two (2) personal business days per year. Part time employees will receive personal business day pay equivalent to their regular workday on a pro-rata basis. Days are to be used for urgent matters that cannot be attended to during non-school hours. Personal day leave is earned on the basis of one (1) day at the beginning of each semester. The use of a personal day is subject to the following conditions:

1. Except in cases of emergency or unavoidable situations, a personal leave request should be submitted to the appropriate supervisor three (3) days before the requested date.
2. No personal leave day may be used immediately before or immediately after a holiday, or during the first and/or last five (5) days of the school year, unless prior approval is granted by the Superintendent.
3. Personal leave may not be used in increments of less than one-half day, and shall not be granted for purposes which, in the judgment of the building administrator, are contrary to the interests of the school district; nor shall it be granted for recreational or vacation purposes.
4. Personal leave is subject to any necessary replacement's availability within your classification.
5. Personal leave may not be used on an in-service training day.
6. Personal leave may not be used when the employee's absence would create an undue hardship.
7. Only one person per building per classification may be absent at any one time. Any unused day shall be credited to the Employee's regular accumulated sick leave.
8. Available personal days may be used on scheduled non-attendance days or snow days.

5.3 Leaves for Service in the Military and General Assembly

Employees covered by this Agreement shall receive the same military and General Assembly leave per applicable federal and state statute.

5.4 School Visitation Leave

Per administrative approval, employees are entitled to an unpaid school visitation leave for the purpose of parent/teacher conferences or college visitations with their child.

5.5 Unpaid Leave of Absence

All classifications covered by this agreement may take a leave of absence, one time as an employee of this District, for one school year. This would occur without a loss in seniority. Any additional leaves will cause a loss of seniority equivalent to the duration of the leave. Example: If an employee takes a leave of absence for one year plus six months, seniority will be reduced by six months; i.e., original seniority date of January 1, 1989, would change to July 1, 1989 for bidding purposes only.

Leaves of absence to accept employment elsewhere will not be approved and a Board of Education approved leave of absence will be rescinded should employment elsewhere be in fact determined. Extenuating circumstances shall be reviewed on a case-by-case basis. Employees electing a leave of absence shall not be guaranteed the same position they held prior to the Board of Education approving the leave.

5.6 Family Medical Leave Act

Request for Family Medical Leave must be submitted per Board policy 5:185

5.7 Association Conference Request

In the event that the Association desires to send representatives to local, state or national conferences or on other District business pertinent to Association affairs, these representatives shall be excused without loss of salary providing the Association reimburses the district for the cost of substitute(s) and provided substitutes can be found. The aggregate number of days shall not exceed four (4) days total in any school year.

Written requests for such leave must be submitted to the appropriate supervisor, principal and Superintendent at least three (3) business days prior to the date(s) requested. Not more than two (2) members per classification will be approved.

5.8 Jury Duty Leave

Each employee shall be excused from his regularly assigned duties for jury duty. Any employee called for jury duty shall suffer no loss of pay or benefits. Employees shall refund to the district any monies received less travel allowance. Jury duty time and its consequent remuneration shall not count in overtime pay calculations.

5.9 Vacation

Vacation is available only for full time employees working in their classification, on a twelve-month basis and working forty (40) hours a week.

On July 1, employees entitled to vacation benefits shall receive five (5) days vacation. Employees shall also be provided one (1) additional day of vacation on the first day of each month thereafter per the following maximum rates:

<u>12- Month Employees</u>	
12 Month Employees (Years 1-9)	
10 per year.	
12 Month Employees (Years 10-17)	
15 per year.	
12 Month Employees (Years 18+)	
20 per year.	

A 12-month bargaining unit member may carry over five (5) vacations from year to year, but will never accumulate more than that year's allotment of days plus five that carry over.

Vacation roll over days must be used by December 31 of the new work year or those five (5) days will be converted to sick leave.

A 12-month employee will not be allowed to take more than ten (10) consecutive vacation days at one time.

A day of vacation leave will not be charged should a paid holiday fall during the vacation.

Payment for vacation will be in accordance with normal pay periods and shall be prorated when employees resign or are terminated from the District.

Upon separation from the district, the employee will receive any unused vacation leave in salary at the employee's regular daily rate of pay.

Available vacation days may be used on scheduled non-attendance days or snow days.

Vacation days must be requested in advance. This is noted in requisition approval for vacation time. This will be a problem if someone is trying to use a vacation day on a snow day.

The Superintendent will determine the procedures for requesting approval of vacation time.

Article 6

Seniority Calculation

6.1 Ties in Seniority

In the event that more than one individual has the same starting date of work in the same classification, the position on the seniority list shall be determined by the application date. If ties in seniority still exist, a lottery established by the district will be held to break the tie.

6.2 Seniority List

The Board of Education shall prepare, maintain and post the seniority lists. The seniority list shall include district seniority and any and all seniority within a classification. The seniority list will be posted no later than October 1, of each school year.

Any employee disagreeing with their seniority placement shall respond, in writing, to the superintendent and the association president within 30 workdays after the effective date of the posting.

When members covered under this agreement leave employment with Sandwich School District #430 due to a RIF and return after two (2) years or less, they will receive half of their seniority upon return, eg. If a member were to have 4 years seniority when they left, and they return in less than two years of leaving they will receive 2 years on the seniority list.

6.3 Transportation Seniority List

On or before August 1, each school year, a seniority list of all bus drivers and bus aides will be posted at the bus barn.

Article 7

Work Hours-Full And Part Time Definitions-Work Breaks

7.1 Work Hour Definitions:

The following definitions are to be used to determine full and part-time status for members of the bargaining unit and for benefit calculation and determination. All time worked shall be recorded on district provided time sheets. Employees shall have the right to have a copy of their time sheet at time of submission.

7.2 Custodians

Full-time: A custodian who works five (5) days per week, a minimum of 32.5 hours per week, fifty-two (52) weeks per year shall be considered a full-time custodian.

Part-time: An employee who works an average of 30 hours per week, a custodian who works less than five (5) days per week, but more than two (2) hours per day and less than 32.5 hour per week, for fifty-two (52) weeks per year, shall be considered a part-time custodian. Part-time custodians shall receive prorated sick, personal and holiday benefits. Part-time custodians working fifty-two (52) weeks per year shall receive prorated vacation day benefits.

Work Hours: Custodians:

Work hours shall normally be eight hours or less in length except as determined by the administration according to the needs of the organization. This does not preclude shifts, staggered work hours, or staggered shifts.

7.3 Bus Drivers

Full-time: A bus driver, who works a minimum of 32.5 hours per week, in a scheduled position, per the adopted school calendar shall be considered a full-time driver.

Part-time: Except as may be required under the federal Affordable Care Act for an employee who works an average of 30 hours per week, a bus driver, who works more than two (2) hours a day and less than 32.5 hours per week, per the adopted school calendar shall be considered a part-time driver. Part-time bus drivers shall receive prorated sick, personal and holiday benefits.

Work Hours - Bus Drivers:

Work hours are defined as those times that the administration determines necessary to start and end a run. It is expected that drivers shall begin work fifteen (15) minutes before each run.

Pre-Trips – All bus drivers are expected to begin work fifteen (15) minutes before their a.m. and p.m. routes to pre-trip; and the time to pre-trip is part of their work day.

Should a bus driver's route of at least 30 hours in duration be reduced because of a student transfer, after the route has been over 30 hours for 2 months, the bus driver may continue to receive health insurance by taking an existing "trip(s)." The bus drivers will jump the seniority criteria (for trips) in order to work over 30 hours per week and maintain insurance benefits as long as the seniority jump does not change the status of the other driver. If the driver is unable to maintain a pattern of over 30 hours they will no longer qualify for health insurance.

7.4 Secretaries

Full-time: A secretary who works a minimum of 32.5 hours per week, in a scheduled position, per the adopted school calendar shall be considered a full-time secretary.

Part-time: Except as may be required under the Federal Affordable Care Act for an employee who works an average of 30 hours per week, a secretary who works more than two (2) but less than 32.5 hours per week in a scheduled position, per the adopted school calendar shall be considered a part-time secretary. Part-time secretaries shall receive prorated sick, personal and holiday benefits.

Work Hours – Secretary:

Work hours are defined as those times that the appropriate supervisor determines necessary to accomplish the tasks assigned.

A calendar will be provided to all secretaries one week after the academic calendar is approved by the board of education for the following year.

7.5 Certified Paraprofessionals & Bus Aides

Full-time: Certified paraprofessionals and bus aides who work a minimum of 32.5 hours per week, in a scheduled position, per the adopted school calendar shall be considered a full-time employee.

Part-time: Except as may be required under the federal Affordable Care Act for an employee who works an average of 30 hours per week, certified paraprofessionals and bus aides who work more than two (2) but less than 32.5 hours per week in a scheduled position, per the adopted school calendar shall be considered a part time employee. Part time certified paraprofessionals & bus aides shall receive prorated sick, personal and holiday benefits.

Work Hours – Certified paraprofessionals and bus aides:

Work hours are defined as those times that the appropriate supervisor determines necessary to accomplish the tasks assigned.

7.6 Definition of Status From Part-Time to Full-Time for Employees

Employees must be designated by the Board of Education as a full-time regular employee.

Employee's may not move from part-time to full-time or 9 months to 12 months as a result of temporary assignments. Temporary assignments resulting in the accumulation of more hours will not automatically qualify for full-time status.

7.7 Lunch Break

Each full-time employee is expected to take an assigned duty-free thirty (30) minute lunch break, without pay, at the convenience of his supervisor and which shall not be considered as part of employed time for pay purposes. An additional fifteen (15) minute break, with pay, will be given at a time mutually agreed upon by the employee and the appropriate supervisor. Both lunch break and break time may be rescheduled by the appropriate supervisor.

Article 8

Overtime- Compensation -Insurance

8.1 Overtime Definition

Overtime shall be defined as pre-authorized work performed in excess of the regular workweek as designated below. There is no automatic overtime pay for employees. The appropriate supervisor must authorize all overtime.

Over forty (40) hours per workweek, (defined as hours worked in any seven (7) day period) constitutes overtime. Overtime is to be computed on the base rate of pay only and only full-time employees are eligible for overtime pay. Overtime salary for Saturday will be paid time and one half his/her regular base rate and Sunday and holidays shall be paid at two times the regular base rate of pay provided it is not part of the employee's work week.

Whenever two (2) or more overtime or premium rates of pay may appear applicable to the same hour or hours worked by an employee, there shall be no pyramiding or adding together of such overtime or premium rates and only the higher of the applicable rates shall apply.

Overtime may only be worked upon pre-approval of an employee's immediate supervisor. However, if the building administrator or immediate supervisor has knowledge that the employee is working overtime to complete a project or job task the employee will receive overtime pay. All overtime worked beyond 40 hours shall be paid at time and one half the employee's regular hourly rate of pay. Employees shall not be allowed to use compensatory time in lieu of overtime.

When an employee takes a sick day, those hours will not be factored in for determining overtime. During weeks with holidays, those hours will not be factored in for determining overtime.

8.2 Payroll Periods

Employees shall be responsible for recording their time on district approved time cards and submitting the time card for necessary approval in accordance with district policy and procedures. In the event it is necessary to change a time card the same shall be initiated by both the employee and the supervisor. In the event of a disagreement regarding the change the employee shall meet with the superintendent, or his designee, within five (5) business days of the employee having knowledge of the discrepancy, to resolve the issue. This process shall be utilized before the filing of any grievance.

8.3 Holiday Pay

Employees covered under this agreement will be paid for, but will not be required to work on the following holidays provided that waivers have not been approved by the State Board of Education and/or the Board of Education, and that the holiday does not fall on a day when school is in session or when the employee is not in their work year. In order to be paid for the holiday the employee must work the day prior to the holiday and the day after the holiday. Holiday benefits for part time employees shall be prorated.

The district may require personnel to work on a school holiday during an emergency or for the continued operation and maintenance of facilities or property.

Full-time employees who work twelve (12) months in a school year and 32.5 hours or more per week shall receive pay for the following holidays within their work schedule:

Any employee working a regular school year will be paid for any holidays listed that fall within the regular school year calendar.

- **Independence Day** (If July 4th falls on a Saturday, Friday will be taken as a paid holiday, if it falls on a Sunday, Monday will be granted off.)
- **Labor Day**
- **Columbus Day/Italian Americans Day** (Only if observed as a school holiday.)
- **Thanksgiving Day**
- **Christmas Eve Day half day** (If Christmas Eve falls on a Saturday or Sunday, Friday will be taken as a ½ day paid holiday.)
- **Christmas Day** (If Christmas Day falls on a Saturday or Sunday, Monday will be taken as a paid holiday)
- **New Years Eve half day** (If New Years Eve falls on a Saturday or Sunday, Friday will be taken as a ½ day paid holiday)
- **New Year's Day**
- **Martin Luther King Day** (Only if observed as a school holiday)
- **Presidents' Day** (Only if observed as a school holiday)
- **Casimir Pulaski Day** (Only if observed as a school holiday)
- **Friday Before Easter** (Only if observed as a school holiday) (Not paid if during spring break)
- **Memorial Day** (On the day observed by the school)
- **Juneteenth**-(Only if this falls on a weekday)

An employee will not be required to work the day before or after the R.O.E. in-service for teachers, in order to be paid for this day off

If a member or immediate family is off due to medical leave prescribed by a doctor, or an unscheduled illness should occur and the member provides a doctor's note, the member will be paid for any holiday that may fall within the time off. However, any employee that is out of benefit time (i.e. sick, personal, vacation) will not receive the holiday pay.

8.4 Employee Resignation

An employee who resigns without providing a minimum of two- (2) weeks prior notice shall forfeit all accrued benefits, e.g. accumulated personal business days; excluding earned vacation days.

Benefits including but not limited to sick days, personal days, vacation days, and seniority will cease upon resignation or termination and will not resume with re-employment.

8.5 Final Paycheck

A terminating employee's final paycheck will be adjusted for any discrepancies for not returning work equipment, keys, uniforms, untimely resignations, etc.

8.6 Mileage

Work related mileage shall be reimbursed at the IRS rate established at the beginning of the school year. Employees shall be pre-approved by the supervisor.

8.7 Salary Schedules

Employees Hired before the 2023-2024 School Year

Paraprofessionals/Custodians/Secretaries

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Group A	\$14.69	\$15.74	\$16.37	\$17.02	\$17.54
Group B	\$15.42	\$16.53	\$17.19	\$17.88	\$18.42
Group C	\$16.20	\$17.35	\$18.04	\$18.77	\$19.33
Group D	\$17.01	\$18.22	\$18.95	\$19.71	\$20.30
Group E	\$17.86	\$19.13	\$19.90	\$20.69	\$21.31
Group F	\$18.75	\$20.09	\$20.89	\$21.73	\$22.38
Group G	\$19.69	\$21.09	\$21.93	\$22.81	\$23.50
Group H	\$20.67	\$22.15	\$23.04	\$23.96	\$24.68
Group I	\$21.70	\$23.26	\$24.19	\$25.16	\$25.91
Group J	\$23.73	\$24.92	\$25.92	\$26.95	\$27.76

Bus Drivers

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
BUS Group A	\$20.50	\$21.97	\$22.85	\$23.76	\$24.48
BUS Group B	\$21.53	\$22.60	\$23.50	\$24.44	\$25.18
BUS Group C	\$22.60	\$23.72	\$24.67	\$25.66	\$26.43
BUS Group D	\$23.73	\$24.92	\$25.92	\$26.95	\$27.76
BUS Group E	\$24.92	\$26.16	\$27.21	\$28.29	\$29.14
BUS Group F	\$26.16	\$27.47	\$28.57	\$29.71	\$30.60
BUS Group G	\$32.88	\$34.53	\$36.26	\$37.71	\$38.84
BUS Group H	\$34.63	\$36.36	\$37.45	\$38.57	\$39.21

Paraprofessionals/Custodians/Secretaries

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Hired in 2023	\$14.30	\$15.40	\$16.02	\$16.66	\$17.16
Hired in 2024		\$15.20	\$15.81	\$16.44	\$16.93
Hired in 2025			\$15.40	\$16.02	\$16.50
Hired in 2026				\$15.60	\$16.07
Hired in 2027					\$15.90

Bus Drivers Holding a Bus Permit and a CDL

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Hired in 2023	\$20.00	\$21.50	\$22.36	\$23.25	\$23.95
Hired in 2024		\$21.00	\$21.84	\$22.71	\$23.40
Hired in 2025			\$21.60	\$22.46	\$23.14
Hired in 2026				\$22.25	\$22.92
Hired in 2027					\$22.72

Van Drivers Holding a Bus Permit Only

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Hired in 2023	\$17.00	\$17.86	\$18.57	\$19.32	\$19.90
Hired in 2024		\$17.51	\$18.21	\$18.94	\$19.51
Hired in 2025			\$18.04	\$18.76	\$19.32
Hired in 2026				\$18.58	\$19.13
Hired in 2027					\$19.00

*Any Van Driver hired before 2023 will be frozen until the above schedule catches up.

Trips

	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028
Trips	\$20.00	\$21.00	\$21.50	\$22.00	\$22.50

OFF SCHEDULE - Cost of Living (CPI) or 3%, whichever is lower. You leave the schedule at the beginning of your 30th year.

Additional jobs may be offered to employees out of their classification (para, aide, driver, custodian.) The superintendent will give preference to keeping part-time employees as part-time employees and full-time employees below overtime.

The mail run and lunch run are not part of this contract. This will be assigned to any classification and will always be paid over minimum wage and under the starting salary for a bus driver.

Before school, after school, and lunchroom supervision/supervisors are not part of the bargaining unit and will be hired as needed by the school district.

8.8 Additional Salary Stipends

Head custodians and head secretaries will receive an additional hourly increase to their current salary as per the following:

2023-2024 - \$2.00
2026-2027 - \$3.00

2024-2025 - \$2.50
2027-2028 - \$3.00

2025-2026 - \$2.50

8.9 Additional Compensation for Identified Employees

A \$2.00 per hour compensation to paraprofessionals and bus aides whose primary assignment requires them to work in a setting directly with students identified with an emotional disability in self-contained classrooms and/or identified programs (this does not imply that all “programs” qualify for the additional compensation).

An “ extraordinary work duty” is defined as one that engages a paraprofessional in at **least 3 (three)** of the following activities with children whose regularly-displayed exceptional characteristics require:

- (1) Lifting 25 lbs or more
- (2) Toileting/diapering
- (3) Administratively approved related services requiring training (minimum-yearly) and/or continual supervision by the school nurse
- (4) Behavioral modification in cases of physical resistance (e.g., kicking, biting, hitting)

A \$1.00 per hour compensation to identified employees meeting two (2) of the above activities.

If an employee who receives this additional compensation is absent and the remaining employee in the same setting already receives the additional compensation, no additional payment will be made. If the remaining employee does not receive the additional compensation, then the remaining employee shall receive compensation for that day.

Extraordinary work duty assignments will be reevaluated at the beginning of each year at a meeting between supervisor and employee.

An employee will no longer receive this per-hour compensation if their assigned student transfers out, is reassigned to another paraprofessional, or the student no longer receives those services.

8.10 Insurance

Please see SCHEDULE OF INSURANCE BENEFITS APPENDIX “A”. Page 28

8.11 Retirement

Employees with at least fifteen (15) years of consecutive service to the district will receive a longevity stipend of \$20 for every year of service upon Board of Education approved retirement from the district. To be eligible for this stipend, the employee must give the Board of Education a minimum of two (2) months notice. Employees should contact the superintendent's office for the necessary forms to initiate retirement.

In addition, employees who retire from the district under this provision shall receive \$10 per day for each unused sick day, not reported to IMRF, up to 25 days.

Both incentives will be paid on August 1, of the school year after the employee's retirement.

Article 9
Permit- License- Physical Exam- Registration Fee Payment District Vehicle
Uses -Bidding of Routes

9.1 Permit, License, Registration, Physical Exam Reimbursement

For bus drivers covered by this Agreement, the Board of Education shall annually pay for a physical exam, a TB exam, a x-ray TB exam, a drug and urine screen, the cost for driver refresher courses, CDL license payment as well as the random drug and alcohol testing, all through district approved facilities.

For secretaries, custodians, teaching assistants, and bus aides covered by this Agreement, reimbursement of the physical exam fee and the TB exam shall be paid by the Board per current board policy upon receipt of an appropriate paid bill.

9.2 Vehicle Uses

District vehicles, including but not limited to buses and vans are to be parked on designated school property when not in use. On a case-by-case basis, the Superintendent or designee shall have the authority to approve a proposal to park such vehicle at an alternative location off school property. Approved changes shall be documented and filed with the District office.

It is agreed that the superintendent or designee may grant transportation employees permission to allow only children within their legal custody to be transported on the employee's assigned bus as long as seating is available; the assigned route is not altered and/or interrupted; and State laws are adhered to. Such children may be dropped off before school or picked up after school only at a school where that bus is scheduled to travel through the school's inner drive (where all eligible transportation students would normally board the bus). It is not required that the bus actually be stopping to drop-off or pick-up other students at that school. The key is that the bus is passing through the school's inner drive as part of the designated route for that particular bus. As an example, routes for the 2018-2019 school year require that every bus pass through Haskin, Sandwich Middle School and Sandwich High School. All buses pick up and drop off at SMS and SHS, but not all buses pick up and drop off at Haskin. However, because all buses travel through the inner drive as part of their designated routes, a bus driver's child could be picked up from or dropped off at any of these three schools.

9.3 Bidding of Routes – Regular School Year

At the beginning of every school year thereafter, every regular and special education route established by the district will be open for bid and routes will be awarded by seniority using the seniority list established by the district. Prior to the beginning of the regular school year, all full and part-time bus drivers and bus aides will be invited to attend a meeting to bid on routes for the regular school year.

9.4 Bidding of Routes – Summer School

Every summer school special education route established by the district will be open for bid and routes will be awarded by seniority using the seniority list established by the district. On or before the end of the regular school year and prior to the beginning of summer school, all full and part-time bus drivers and bus aides will be provided electronic bid sheets to bid on summer school. Awarded routes will be posted at the bus barn.

9.5 Filling of Temporary Vacancies

A temporary vacancy for employees in the transportation department shall be defined to mean the time period when an employee is expected to be absent from work for a period of 15 or more work days. When a temporary vacancy occurs within the transportation department once the school year has started, the temporary position shall be filled by a district employee not already awarded a full time route. The temporary position shall be bid by seniority and filled until the position has been re-bid for the following school year. Vacancies for a period expected to be shorter than 15 working days shall be filled as directed by the Board of Education at its discretion. In either event, it is understood the driver originally awarded the route shall be allowed to resume driving the same route once their leave has ended regardless of school attendance days remaining.

If a driver retires or quits mid-year then the route will not be considered a temporary vacancy and will be placed up for bid. All drivers will have the opportunity to bid on a vacated route.

When a vacancy occurs for custodians, secretaries, or paraprofessionals once the school year has started, the position shall be filled with a substitute assigned by the district until the Board of Education has permanently filled the position.

Article 10 **No Strike**

10.1 No Strike

The Board of Education and the Association recognize that strikes and other forms of work stoppage by members of the exclusive bargaining unit are contrary to the continuity of educational programs. The Board of Education and Association subscribe to the principle that differences shall be resolved by peaceful and appropriate means, and agreements shall result from good faith negotiations.

The Association therefore, agrees that there shall be no strikes, work stoppages, refusal to perform work assignments, or interference with district operations during the term of this Agreement.

The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so.

In the event of any strike or other concerted action which interferes with the operation of the district, the Board of Education shall take whatever affirmative action is necessary and within its authority to bring about the termination of such interference.

It is agreed and understood that there will be no strike, work stoppage, slowdown, picketing, or other concerted action on school property or refusal or failure to fully and faithfully perform job functions and responsibilities or other interference with the operations of the district by the Association or by its officers, agents, or members during the term of this agreement, including compliance with the request of other labor organizations to engage in such activity.

Failure to comply with this section by any employee in the event of another organization work stoppage, strike, slow-down, picketing, or other concerted action on school property will result in the termination of the employee.

Article 11

Reduction In Force

11.1 Reduction In Force

In the event of a reduction in force or lay off for any reason, employees shall be laid off in the inverse order of their seniority in their classification. A reduction in force or lay off out of the inverse order of seniority may be made if, in the employer's judgment, retention of special job skills is required.

Employees shall be called back from lay off according to seniority in the classification from which they were laid off unless, in the employer's judgment, special skills are required. The Association president will be notified in writing when employees are called back from layoff out of seniority order due to special skill requirements.

Such notice will be limited to the name of the employee and the skill that was needed. The decision to take a person out of order is not to be considered an item for negotiating.

Employees on lay off who have been offered reemployment, in written form, to the classification from which they had been laid off and have declined shall be removed from the recall list and terminated.

Return from lay off status shall extend for the following school term or within one year from the beginning of that school term, if they are qualified to hold such positions.

Benefits shall not accrue during lay off.

Nothing in this article or any part of this Agreement is intended to restrict the sole authority of the employer to determine the necessity of service reduction, the form of the reduction, and the duration of the lay off.

The Association agrees that the Board of Education has the right to reduce or increase the number of any full or part time employee's hours, without approval of the Association, in order to maintain a workforce that the Board of Education determines is necessary.

Article 12

Job Descriptions

12.1 Job Descriptions

The Association and School Board mutually agree that it is the right of the School Board to develop, modify and otherwise change job descriptions based on the needs of the organization. Each employee is entitled to a copy of their job description upon hire, and whenever a job description is revised by the Board of Education. When a description is developed, changed or modified it shall be made available to the president of the Association. During the development of the job description, the Board of Education will ask the Association for its input. However, it is agreed that position descriptions will not be negotiated and they shall be developed and approved solely by the employer.

Article 13

Evaluation

13.1 Evaluation

Within fifteen (15) workdays of the date of hire of a new employee the immediate supervisor shall explain the evaluation system to the new employee.

Formal evaluations will be placed in writing and a copy given to the employee for his review. If the employee disagrees with the evaluation he may submit a written response, which shall be attached to the copy of the evaluation. Such response shall be made no later than ten (10) days after receipt of the evaluation. An employee shall receive a copy of any evaluation material placed in their file.

Evaluations of an employee may be on other behaviors, skills, etc. other than work performance.

Article 14

Discipline Procedure

14.1 Discipline Procedure

No non-probationary employee shall be disciplined without cause. Both parties agree that no grievance will be honored nor presented at the verbal progressive disciplinary level, and only suspensions or discharges shall be subject to arbitration.

Discipline of any employee may be preceded by the following and this listing is not inclusive of remedy nor meant to imply any rank order of occurrence in implementing discipline to any employee.

1. The honoring of the employee's rights included in this Agreement, or;
2. A conference with the employee with an immediate supervisor prior to taking any action, except in an emergency, or;
3. A written explanation for the action to the employee except in an emergency, or;
4. A review of the employee's personnel file with the employee and his/her representative present except in an emergency.

14.2 Disciplinary Action

Progressive Discipline – Discipline is for Cause

The Board of Education will not discipline or discharge any non-probationary employee without just cause and will use a progressive discipline procedure. The district recognizes and generally follows the tenets of progressive discipline. Employee discipline generally follows the following process:

1. Informal – a conversation notifying the employee of the alleged incident may be documented.
2. Verbal reprimand – may be documented.
3. Written reprimand – shall be documented and placed in personnel file.
4. Suspension – shall be documented and placed in personnel file.
5. Termination

The district reserves the right, in its discretion, to determine the seriousness of an incident and, for matters determined to constitute serious infractions, impose a level of discipline appropriate to the conduct at issue without regard to whether prior less serious disciplinary actions have been taken. Prior to issuance of a written reprimand, suspension or termination, the district shall meet with the employee and the employee shall be entitled to association representation at such meeting.

An employee will be notified in writing of the alleged disciplinary occurrence. All final documentation of the alleged occurrence must be received by the employee.

The parties agree that no grievance will be presented nor honored at the verbal or written warning level of progressive discipline, and only suspensions or discharges will be subject to the grievance and arbitration procedures.

Article 15

Labor-Management Committee

15.1 Labor-Management Committee

No more than three (3) representatives from the Association and three (3) from the Board of Education shall meet at a mutually agreed time, for the purpose of reviewing contract issues and possible resolutions. Each party shall submit to the other, one week prior to the meeting, agenda items for discussion.

Article 16

Personnel File

16.1 Personnel File

Employees have the right to access their personnel records under the Illinois Personnel Records Act for documents dated July 1, 1984, or later which have been or are intended to be used for employment, promotion, transfer, additional compensation, discharge or discipline.

Article 17

Vacancies

17.1 Vacancies

When the Board of Education determines that a job opening exists an electronic notice will be sent to all members of the bargaining unit. Consideration will be given to applications from the existing staff for such positions. During the summer, such vacancy notices will be posted in the central administrative offices and vacancy notices will be included with the next paycheck or mailed to any staff requesting that information.

17.2 Filling of Vacancies

When a vacancy occurs for custodians, secretaries or para-professionals once the school year has started, the position shall be filled with a substitute assigned by the district until the Board of Education has permanently filled the position.

17.3 Substitute Compensation

The district will determine substitute compensation for all classifications. After the fifteenth (15) consecutive day of a substitute being assigned to the same position, the rate of pay will increase to an amount equal to the base starting salary divided by the total number of school days within the year.

Any employee, with proper certification, substituting for a teacher shall be paid their regular hourly rate or the current substitute rate, whichever is greater. In addition, the employee will also receive an additional hourly rate of \$2.50.

17.4 Transportation Substitute Seniority

Substitute transportation positions will not retain seniority.

17.5 Transfers

Paraprofessionals are considered district employees and will be reassigned as per the needs of the district and students.

Custodians and secretaries may be transferred due to the needs of the district and or staffing reduction. In these transfers seniority will be a consideration, but not the sole consideration.

It is the responsibility of the employee to contact the association president in regards to transfers.

Employees within this bargaining unit may apply for open positions. They are expected to follow the procedures in place for applying for a position in the district. This includes all applications and paperwork requested by the central office. Any current employee with no write-ups and satisfactory evaluations, who apply, shall receive an interview. If an employee has interviewed for a like position within the last 15 days they may or may not be granted an interview.

Article 18 **Technical Clauses**

18.1 Severability

Should a court of competent jurisdiction declare any article, section or clause of this Agreement illegal, then that article, section or clause shall be deleted from this Agreement to the extent that it violates the law. The remaining articles, sections and clauses shall remain in full force and effect. The parties will meet in an effort to reach agreement on a modification that will be in compliance with the law.

18.2 New Contract Negotiation

Negotiations for a new contract shall begin upon a mutually agreed date, but no later than November 15, of the last year of the contract.

18.3 Individual Contracts

Individual contracts or employment agreements shall be consistent with the terms and conditions of this agreement.

Article 19
Complete Understanding

19.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding between the parties. The terms and conditions may be modified only through the written mutual consent of the parties.

The parties acknowledge that, during the negotiations which resulted in this agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this agreement. Therefore, this agreement constitutes the sole, entire existing agreement between the parties hereto, supersedes all prior agreements, oral and written, expressed or implied, between the district and the employee representative and expresses full and without reservation all obligation and restrictions imposed upon each of the respective parties during the term of this agreement.

Therefore, this Agreement constitutes the entire agreement between the parties except as modified in this agreement, and supersedes all prior agreements between the district and the exclusive representative.

All prior charges, complaints, grievances, discharges or reprimands, known or unknown, before signing of this Agreement are not subject to this Agreement.

Article 20
Duration and Effect of Agreement

20.1 Duration and Effect of Agreement

This Agreement shall be effective as of September 1, 2023 and shall continue in full force and effect through June 30, 2028.

This Agreement is signed on the 6th day of September 2023. In witness thereof:

Sandwich Educational Employees
IEA/NEA

Board of Education,
Sandwich CUSD #430

Co-President (Cantrell)

President (Schroeder)

Co-President (Kubisak)

Secretary (Saita)

Secretary (Moody)

SCHEDULE OF INSURANCE BENEFITS APPENDIX "A"

Life Insurance Benefit

Term Life	\$10,000
Accidental Death & Dismemberment	\$10,000

Health/Dental/Vision Insurance Benefit

It is the intent of the Board of Education, subject to the terms described below, to provide each covered eligible employee with medical, dental and vision insurance for each year of this agreement based on the cost of participation of such employee in the PPO 500 health plan, plus the combined cost of participation in the single dental and vision insurance (the "Actual Amount"). The cost of adding family coverage, or other insurance costs in excess of the Actual Amount provided by the district shall be the responsibility of the employee.

For the 2023-2024 school year, the Actual Amount has been determined to be \$1034.20. The Board of Education will provide eligible employees a monthly insurance benefit equal to the Actual Amount to be applied toward single insurance coverage under the district approved medical and dental and vision insurance plan.

For each year of the contract for employees choosing family insurance (single + 1; family), any insurance costs above the Actual Amount shall be the responsibility of the employee. For example, if the monthly PPO 500 family insurance cost for medical, plus dental and vision insurance is \$2709.95, the employee is responsible for the monthly difference of \$1675.75. Only the Actual Amount of the monthly single PPO 500 medical insurance cost, plus the combined monthly insurance cost of dental and vision may be applied toward family insurance.

For each year of the contract, the Board of Education will allow employees who are spouses and who are each employed by the district to combine and apply the Actual Amount for that year towards family coverage. For example, for the 2023-2024 school year, the combined Actual Amount monthly total would equal \$2068.40.

Starting with the 2024-2025 school year, and for each subsequent year of this agreement, in the event the costs comprising the Actual Amount should decrease from the Actual Amount of the prior year, then such new costs will become the Actual Amount for that year. Starting with the 2024-2025 school year, and for each subsequent year of this Agreement, in the event the Actual Amount should increase over the Actual Amount of the prior year then such increase shall be the Board's responsibility up to a maximum amount of 7%. For example, based on the current Actual Amount: year 2 (2024-2025) \$1106.60; year 3 (2025-2026) \$1184.06; and year 4 (2026-2027) \$1266.94.

Starting with the 2023-2024 school year, and for each year of this agreement, should the total increase of the costs comprising the Actual Amount be greater than 7% over the Actual Amount of the prior year, then any amount greater than 7% and less than 17% shall be paid by the employee. Any amount greater than 17% will be split evenly by the Board of Education and the employee. Only a portion of the Actual Amount paid by the district may be applied toward family insurance.

It is agreed that an insurance committee will be created by January 1, of each year for the purpose of developing an insurance plan regarding Medical/Dental/Vision insurance plan options.

It is agreed there will be a total of 11 members with no less than 6 members being SCTA members, 1 member being an administrator or non-union employee, and 1 member being a Board of Education member. The Association will select the teachers who will be members, the superintendent shall select the administrator or non-union employee, and the Board of Education shall select the Board of Education member.

The Superintendent will be an ex officio member of the committee with no voting rights.

It is agreed that the insurance committee will decide on the insurance carrier; however, the selection of an insurance broker remains the right of the Board of Education.

It is agreed the committee must select and submit plan options in writing to the superintendent on or before May 15, each year. It is further agreed that should said selection not be made on or before May 15, the Board of Education shall reserve the right to select plan options for the following school year. Participants may then select from the approved available options and apply the district's contribution towards the total premium.

Upon a request from the Association, any time bids are solicited for the insurance plan(s), the quoted rates will be shared with the insurance committee.

It is agreed that the committee will determine the procedures for the committee including, but not limited to, the voting procedure (provided matters shall be adopted by majority vote), setting of an agenda, and committee protocol.

The following examples are sample situations for insurance over the next four years:

Example 1: Insurance goes up 7% each year with base covered					
	Year 1		Year 2		Year 3
	2023-2024		2024-2025		2025-2026
	\$1,034.20		\$1,106.60		\$1,184.06
	Board covers All		Board covers All		Board covers All

Example 2: Insurance fluctuates down and spikes up but still below 7% of base					
	Year 1		Year 2		Year 3
	2023-2024		2024-2025		2025-2026
	\$1,034.20		\$1,000.00		\$1,065.00
	Board covers All		Board covers All		Board covers up to \$1,070.00

Example 3: Insurance goes up, but less than 7% for consecutive years					
	Year 1		Year 2		Year 3
	2023-2024		2024-2025		2025-2026
	\$1,034.20		\$1,100.00		\$1,170.00
	Board covers All		Board covers up to \$1,106.60 (all)		Board covers up to \$1,177.00 (all)