

COLLECTIVE BARGAINING AGREEMENT

Between the

**Board of Education School District 156,
Cook County, Illinois**

and

**Lincoln Council
Southwest Suburban Federation of
Paraprofessionals
AFT Local 943, IFT/AFL-CIO**

2021-2025

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ARTICLE 1 – RECOGNITION

- 1.1 The Board of Education, School District #156 Cook County, hereinafter referred to as the BOARD, recognizes the Lincoln Council, Local #943, IFT, AFT, AFL-CIO, hereinafter referred to as the UNION, as the exclusive bargaining agent for all regularly contracted paraprofessionals. Paraprofessionals as referred to in this agreement shall be identified as full time teacher aides.
- 1.2 The School Board shall not enter into any verbal or written agreements with members of the bargaining unit without involvement of the Union officers.
- 1.3 Definition of the word “day” - all reference to the word “day” shall mean days when school is in session, and calendar days during the summer months.

ARTICLE 2 – UNION AND PARAPROFESSIONAL RIGHTS

2.1 Non-discrimination

It is the policy of the Lincoln School District 156 Board that all employees be able to enjoy a work environment free from discrimination and harassment based on race, age, national origin, gender, religion, sexual harassment, or other characteristics covered by Title VII of the Civil Rights Act of 1964 as amended, the Illinois Human Rights Act and the Cook County Human Rights Ordinance. In addition, the Board agrees not to discriminate against any paraprofessional on the basis of membership in the Union.

2.2 Board Information

The Board shall provide the Union president with the following documents:

- A. Board agendas
- B. Official minutes of the Board including all attachments of each school board meeting.
- C. Notices of all Board meetings and Board committee meetings must be received by the Union president no later than twenty-four (24) hours before said meetings.

Upon request, the Board shall provide the Union president with the following documents:

- A. Board Policy Provided Online
- B. Annual auditor's report
- C. Current Fiscal year budget
- D. Statistical information (excluding names) pertaining to paraprofessionals placement on the salary schedule, extended service placement and present insurance coverage.

2.3 Use of School Equipment

The Union shall have access to mailboxes and bulletin board in the teachers' lounge to distribute and post authorized Union literature. No person except a Union designee shall add or remove such material from the bulletin board.

2.4 Dues Authorization

- A. The Board will deduct monthly from the pay of each paraprofessional the required amount of Union dues deductions as directed by the Union and credit union deductions as directed by the employee. Each year in September the Union shall provide a list of Union members and, if applicable, a separate list of non-Union members, to the District, and the District shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Authorized deductions shall be irrevocable except in accordance with the terms under which

an employee voluntarily authorized said deductions. Dues revocations are processed by the Union. In the event that an employee revokes his/her dues in accordance with the terms in which they authorized the dues deductions, the Union will notify the employer after the close of the revocations window. The Union shall indemnify the Board and hold it harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of any action taken by the Board for the purpose of complying with this Section.

- B. The District agrees to remit these dues and/or fees to the Union once each pay period through electronic transfer. An alphabetical list of paraprofessionals for whom deductions have been made and the amount of each deduction shall accompany each remission no later than fifteen (15) days after such deductions were made.

2.5 School Board Summary

All paraprofessionals shall receive from the Superintendent's office an unofficial summary of the Board meetings within five (5) working days.

In order to keep paraprofessionals informed of existing and new policies that pertain to staff, two (2) copies of each summarized document shall be given to the Union president. The Union president or designee shall see to it that one copy is made available to the staff in a central location.

ARTICLE 3 – WORKING CONDITIONS

3.1 School Year

The school year for all paraprofessionals shall consist of one hundred eighty (180) attendance days. Although the school calendar must provide one hundred eighty-five (185) days, sufficient holidays will be given, or the closing of school adjusted, to ensure that one hundred eighty (180) attendance days shall not be exceeded.

3.2 Work Day

The work day shall be from 8:10 a.m. to 2:40 p.m. Work day will be defined as the time in which staff is prepared to perform the duties assigned to them. This time shall include an unpaid lunch period, equal to that of students, and not less than thirty (30) minutes per day.

3.3 Employee Discipline

The administration will make every effort to respect the rights of individual employees to be disciplined in private and will follow a progressive discipline policy as appropriate.

3.4 Safe Educational Working Environment

One position on the joint Discipline Committee shall be available for a paraprofessional.

3.5 Parent Conferences/Institute Days

Paraprofessionals will work the same schedule as the teachers on Parent Conferences and Institute Days, which may be virtual.

3.6 Employee Protection

Any case of assault on a paraprofessional shall be promptly reported to the School Principal.

ARTICLE 4 – SENIORITY / REDUCTION-IN-FORCE

4.1 Definition

Seniority shall be defined as the number of consecutive years of continuous service to the District. The following criteria shall be used in determining District seniority.

- A. Seniority rights and continuous service shall begin from the first day the paraprofessional is paid for his/her duties.
- B. Approved leaves of absence (unpaid) shall not interrupt the consecutive years of continuous service in the District, and will not count as time served.

4.2 Equal Seniority

If the District seniority is equal between two or more paraprofessionals as determined above, the date and time indicated on the letter of intent shall be the determining factor, subject to approval by the Board of Education.

4.3 Seniority List

By December 15th, the Administration shall furnish the Union with a District seniority list. This list shall be updated monthly as paraprofessionals leave the District and/or are hired by the District during the school year.

4.4 Credentials Update

The employee bears the responsibility to update his/her licensure and to present proof of additional licenses. The employee must notify the Administration by October 15th.

4.5 Reduction-in-Force (RIF) Procedures

- A. Bargaining unit members who are terminated because of a decision of the school board to decrease the number of paraprofessionals employed by the Board shall be reduced in accordance with their seniority.
- B. Employees who are removed or dismissed due to a reduction in force will be given written notice, together with a letter of honorable dismissal and the reason therefore, by certified mail, return receipt requested, or personal delivery with receipt, at least thirty (30) days before the employee is removed or dismissed.
- C. If a vacancy occurs for the following school term or within one (1) calendar year from the beginning of the school term following a staff reduction, the Board shall first offer re-employment to the bargaining unit member(s) laid off in the reverse order of reduction. A bargaining unit member so recalled shall not be deemed to

have suffered a break in employment as a result of the RIF, but the bargaining unit member shall not accrue any benefits, including seniority, for the period of reduction.

Notice of recall shall be sent to the bargaining unit member by certified mail (return receipt requested) to the last address submitted to the Board by the bargaining unit member. The bargaining unit member must notify the Board in writing, within fifteen (15) calendar days of mailing or within five (5) calendar days of receipt of the offer, whichever shall occur first, of the acceptance or rejection of the position tendered to the bargaining unit member during the recall period. Any bargaining unit member who fails to notify the Board of his/her acceptance or rejection of a tendered position with the time lines set forth above shall be deemed to have waived his or her recall rights and will no longer be eligible for any other vacant positions that become available within the recall period. A bargaining unit member's recall rights will be extinguished once he/she accepts or rejects any tendered vacant position.

ARTICLE 5 – ASSIGNMENTS & POSTING OF VACANCIES

5.1 Assignments

Paraprofessionals will be assigned yearly as determined by the District Administration

5.2 Posting of Vacancies

- A. The District shall post positions within three (3) days as they become available. Notices shall be posted electronically as well as in the teachers' lounge and school office. These positions will be held open for at least five (5) working days during the school year.
- B. New or vacant posted positions shall include the job description. The Union President will be given a copy of each posting.
- C. Applicants from District 156 shall be notified, in writing, following Board or Administration action to fill such position.

ARTICLE 6 – EXTRA-DUTY ASSIGNMENTS

6.1 Extra-Duty Pay Schedule

- A. All extra duty compensation time sheets must be submitted by Friday of each week in order for compensation to be paid, unless special circumstances such as holiday breaks apply.
- B. A copy of the approved extra-duty time sheet shall be given to the paraprofessional by the 2nd pay period after submission.

6.2 Extra-Duty Compensation

Extra duty positions may be offered to paraprofessionals. Compensation for extra duty shall be \$25.00 an hour or their hourly rate whichever is higher. Paraprofessionals who volunteer for lunch duty shall be paid for an extra half hour for each day the duty is performed.

ARTICLE 7 – PERSONNEL FILE

7.1 Right to Review File

Each paraprofessional shall have the right, upon request, to review and copy the contents of his/her personnel file. An appointment is to be made with the Administration. The personnel file will not leave the office.

7.2 File Contents

Each paraprofessional's personnel file may contain the following minimum items of information:

- A. required medical information
- B. evaluation forms
- C. copies of annual contracts of notification of re-employment
- D. copies of supplemental duty contracts
- E. college transcripts and records
- F. any materials relative to a paraprofessional's professional performance or service may be included in the file, providing a copy is given to the paraprofessional. Such material must be originated by an administrator or attached to a document originated by an administrator. Any item to be placed in the paraprofessionals file which might negatively affect his/her continued employment shall be placed in the file, and the paraprofessional shall be requested to sign and date a copy of the same. A paraprofessional's signature shall not necessarily mean agreement with what has been written, but rather shall only indicate the paraprofessional's awareness of the material to be filed. The paraprofessional may respond in writing and that response shall become part of the personnel file.

7.3 Number of Files

There shall be only one (1) personnel file. However, in accordance with federal and state laws, documents related to a paraprofessional's medical conditions, requests for family or medical leave, and requests for reasonable accommodations of a disability will be kept in a separate location from the rest of the paraprofessional's personnel file. Upon a paraprofessional's request to review or copy his/her personnel file, the paraprofessional will be provided with the entire file including the documents maintained separately.

7.4 Anonymous Material

Anonymous material may not be placed in the file.

7.5 Accuracy of Material

At the paraprofessional's request, any material proved to be erroneous shall be removed from the file and no copies of this material shall be kept. Any paraprofessional has the right to place material in his/her personnel file dealing with his/her professional growth.

ARTICLE 8 – GRIEVANCE PROCEDURE

8.1 Definition

A grievance shall mean a complaint that there has been a violation, misrepresentation or inequitable application of any of the provisions of this Agreement or inequitably according to established policy or practices governing or affecting paraprofessionals.

8.2 General Provisions

- A. No paraprofessional at any stage of the Grievance Procedure will be required to meet with any administrator without a Union representative.
- B. If a grievance arises from the action of authority higher than the Principal of a school, the Union may present such grievances at the appropriate steps of the grievance procedure.
- C. A paraprofessional who participates in the grievance procedure shall not be subjected to disciplinary action or reprisal because of such participation.
- D. The administration has the responsibility to consider and take action promptly, within authority delegated to them, on grievances presented to them.
- E. Failure to comply with any steps of this procedure to communicate the decision of the grievance within the specified time limits shall permit lodging an appeal at the next step of this procedure within the time allotted had the decision been given.
- F. Conferences held under this procedure shall be considered at a time and place which will afford a fair and reasonable opportunity for all persons entitled to be present to attend.
- G. All time limits may be extended by mutual agreement between the parties.
- H. Copies of the grievance and any correspondence relating to the grievance shall not be included in a paraprofessional's personnel file.

8.3 Procedure for Adjustment of Grievance

- A. Step 1 -- In the event the matter is not resolved informally, the grievant or the Union shall present a written statement within ten (10) days of the alleged violation to the principal or his/her appropriate administrator. The principal shall, within ten (10) days of the receipt of the grievance, confer with the grievant and/or his/her representative to try to resolve the grievance. Within five (5) days

after the completion of the conference, the Principal shall give his/her written decision to the grievant with a copy to the Union president.

- B. Step 2 -- In the event the grievance has not been resolved in the first step, the Union or the paraprofessional may file an appeal to the Superintendent or designee. The appeal shall be made within five (5) days of the receipt of the Principal's decision. Within five (5) days of the receipt of the appeal, the Superintendent or designee shall confer with the Union and the grievant in an effort to resolve the grievance. The Superintendent, within five (5) days following the conference, shall file his/her written decision to the grievant and the Union president.
- C. Step 3 -- In the event the grievance is not resolved in the second step, the Union or the paraprofessional may submit a written appeal to the Board or a committee of the Board. Such appeal shall be made within fifteen (15) days. Following the receipt of the appeal, the Board shall meet with the Union and/or grievant. Within fifteen (15) days following the meeting, the Board shall communicate its decision in writing to the Union and the grievant.
- D. Step 4 -- Within thirty (30) days following the receipt of the Board's decision, the Union may submit the grievance to the American Arbitration Association (AAA) under the Voluntary Labor Arbitration Rules of the American Arbitration Association. Expenses for the arbitration services shall be borne equally by the Board and the Union. When such hearings and conferences are held during school hours, all bargaining unit members whose presence is required shall be excused, with regular pay, for the purpose of attending. A paraprofessional shall not be required to use either his/her personal or sick days.

ARTICLE 9 – LEAVES OF ABSENCE

9.1 Sick Leave Days

Each full time paraprofessional shall be granted sick leave days based upon years of service in District 156, as follows:

- A. 0 to 4 years, 12 days
An accrual system will be used as follows:
 - 3 sick days available at the beginning of the school year;
 - 3 more sick days available at the end of the 2nd pay period;
 - 3 more sick days available at the end of the 4th pay period;
 - 3 more sick days available at the end of the 6th pay period;
- B. 5 -15 years, 13 days
- C. 16 - retirement, 14 days

If additional days are needed prior to accrual, these days can be granted based upon approval by the Board or its designee. Denial by the Board or its designee for the use of accrual sick leave time also denies the use of the Sick Leave Donation.

- D. Any unused sick-leave days shall be accumulated. Use of sick leave days shall be for:
 - 1. Personal illness, confining injury, ~~or~~ quarantine, or medical appointments.
 - 2. Illness or need for care in the immediate family or household.
- E. The School Board may require a physician's certificate or, if treatment is by prayer or spiritual means, that of a spiritual advisor or practitioner of such person's faith as a basis for pay during an absence of three (3) days of personal illness or as it may deem necessary in other cases.
- F. Employees shall be notified in writing as to the current number of accumulated sick leave days.

9.2 Personal Business Days

- A. Each full-time certified paraprofessional shall be granted Personal Business Days without deduction in pay, for the purpose of transacting or attending to personal business, as follows:
 - 0 - 4 years, 2 days
 - 5 years - retirement, 3 days

Unused days shall accumulate as sick days.

- B. Request for leave shall be made at least three (3) days before leave is needed (except in a verifiable emergency) and submitted to the Principal for approval. Since leave is of a personal nature, a reason shall not be stated. The Principal or designee will respond within two (2) days.
- C. Personal business days may not be granted for the day preceding or following holidays or vacations and the first day and the last day of the school year. Days taken without permission are subject to a deduction of one day's pay.

9.3 Bereavement

Leave and bereavement shall not be cumulative, but based on occurrences. All teachers shall be allowed up to five (5) days absence without loss of pay, for the death of a member of the immediate family (parent or person in loco parentis, spouse, child, brother, sister, mother-in law, father-in-law), or domestic partner. Up to three (3) days absence, without loss of pay, shall be granted for the death of a grandmother, grandfather, grandchild, niece, ~~or~~ nephew, or sister/brother-in-law. For other relatives not in the immediate family, a teacher shall be granted a one (1) day absence without loss of pay. The use of such leave will not cause any reduction in sick leave days or personal business days. Upon request, proof may be required.

To be eligible for use of bereavement leave for qualified domestic partners, bargaining unit members must file an affidavit with the Superintendent which meets the following conditions:

- They are each other's sole domestic partner, responsible for each other's common welfare;
- Neither party is legally married to another individual;
- The partners are not related by blood or any closer than would bar marriage in the state of Illinois;
- Each partner resides at the same residence;
- Two of the following conditions exist for the partners:
 1. The partners have been residing together for at least twelve (12) months prior to filing the affidavit of domestic partnership;
 2. The partners have common joint ownership of a residence;
 3. The bargaining unit member declares that the domestic partner is identified as a primary beneficiary in the bargaining unit member's will;
 4. The partners have at least two of the following: (a) joint ownership of a vehicle, (b) joint credit account, (c) joint checking account, or (d) lease for a residence identifying both domestic partners as tenants.

9.4 Jury Duty / Subpoenaed Witness

- A. A paraprofessional required to serve on jury duty or appear as a subpoenaed witness for school legal matters and/or grievance procedure shall receive compensation from the School District as though he/she were present to fulfill his/her contractual agreement. Any compensation received for transportation or meals shall be retained by the paraprofessional. Any other compensation shall be returned to the district.
- B. Paraprofessionals so affected will be required to furnish verification of the days served on jury duty or as a subpoenaed witness. Said absences shall not be deducted from the employee's leave days.

9.5 Sick Leave Donation

If the need arises for an employee to use additional sick days, the Board or its designee and the Union agree to activate the Sick Leave Donation policy from the members' accumulated sick days following these guidelines:

- A. Any paraprofessional who has been employed for at least one year is eligible for sick leave donation days.
- B. Donation of days is on a voluntary basis
- C. Use of the sick leave donation shall be for personal illness, confining injury or quarantine, or illness in the immediate family or household
- D. Tally will be conducted as follows:
 - 1. Tally will begin in the order of submission.
 - 2. Each bargaining unit member submitting a contribution of more than one day will be charged only one day on the first tally.
 - 3. If after the first tally additional days are needed to fulfill the respective member's request, then the tally will again be conducted in the order of submission of multiple day contribution forms charging only one day from each submission. This process will be repeated until the request is fulfilled.

9.6 Child Care Leave

- 1. The Board of Education shall grant a child care leave, without pay, to any paraprofessional.
- 2. Application shall be in writing to the Superintendent accompanied by proper certification of pregnancy or adoption.

3. The term of the leave shall not exceed three (3) semesters. A paraprofessional who initially elects a child care leave for one (1) year or less shall be granted an extension not to exceed one (1) year upon written request to the Superintendent prior to March 1.
4. The leave shall begin following the period of disability or when accumulated sick leave has been exhausted, whichever shall first occur, or when the paraprofessional accepts an adopted child or child in guardianship.
5. Intent to return shall be filed in writing by March 1. Failure to notify the District shall be deemed a resignation by the paraprofessional.
6. A paraprofessional returning following such leave of absence shall be given assignment by the District Administration.
7. A paraprofessional shall return at the beginning of the school year or semester unless another date is approved by the Superintendent.

ARTICLE 10 – EVALUATION AND PROBATIONARY PERIOD

10.1 A. Probationary Period

The first year employed as a paraprofessional shall be the probationary period. A paraprofessional may be terminated within the probationary period without cause.

B. Evaluations

Each paraprofessional will have a formal written evaluation twice every year, as long as deemed appropriate by the administration. The evaluation will be done by the paraprofessional's supervisor with input from the teacher(s) with whom they work. The evaluation shall identify employee strengths and weaknesses and it may contain suggestions for improvement. Supervisors shall endeavor to provide an employee with reasonable advice and assistance to help the employee to correct identified deficiencies in the employee's work performance.

After each formal written evaluation, the evaluator will meet with the employee to discuss the evaluation. All copies of the written evaluation will be signed and dated by the employee indicating said evaluation has been discussed but not necessarily agreed to. A copy of the evaluation will be placed in the employee's personnel file.

The District and the Union understand and agree that the purpose of evaluations is to provide employees with constructive feedback that will enhance their practice. The District agrees to allow the Union a seat to discuss any final changes involving paraprofessional evaluation processes.

After each formal written evaluation, the evaluator will meet with the employee to discuss the evaluation. All copies of the written evaluation will be signed and dated by the employee indicating said evaluation has been discussed but not necessarily agreed to. A copy of the evaluation will be placed in the employee's personnel file.

ARTICLE 11 – SALARY

11.1 Salary

The following salary exists for this contract.

2021-2022 The starting salary for paraprofessionals shall be \$18 per hour. Paraprofessionals currently earning less than \$18 per hour shall receive a \$3 per hour increase. All other paraprofessionals employees shall receive a \$2 per hour increase.

2022-2023 The starting salary for paraprofessionals shall be \$18 per hour. All other paraprofessionals employees shall receive a \$2 per hour increase.

2023-2024 The starting salary for paraprofessionals shall be \$20 per hour. All other paraprofessionals employees shall receive a \$2 per hour increase.

2024-2025 The starting salary for paraprofessionals shall be \$20 per hour. All other paraprofessionals employees shall receive a \$2 per hour increase.

11.2 Previous Experience

Experience in an educational setting elsewhere shall be given full value to total ten (10) years. The new employee shall receive an additional 40 cents per hour for each year of previous experience up to ten (10) years.

11.3 Professional Growth

An official letter showing completion of course work (with an official transcript showing credit to be filed as soon as possible) should be on file at Lincoln Elementary School by October 1st to receive a full year's increase in salary or by February 1st to receive a half year's increase in salary.

To assist the paraprofessional in pursuing their professional growth programs, the Board agrees to assist with the cost hereof by the following:

- A. All coursework or accredited BA or MA programs must be preapproved by the Superintendent and must pertain to subject areas or grade levels presently offered at Lincoln School District 156 and in the field of education.
- B. An official transcript showing completion of approved coursework must be on file prior to receiving reimbursement for the course.

- C. The paraprofessional must receive no less than a B grade from the university, if a university uses a pass fail system the paraprofessional must have received a pass grade from the university.
- D. The Board will set aside a lump sum of \$20,000 annually to reimburse paraprofessionals in July for courses approved by the Superintendent. The lump sum of \$20,000 shall be prorated among paraprofessionals for whom courses have been approved based upon the cost of the courses; provided, however, that no paraprofessional shall be reimbursed for more than \$3,500 in any one calendar year.
- E. Any paraprofessional receiving reimbursement cost exceeding \$10,000 shall work for the District at least two (2) consecutive years following receipt of their degree, provided that their evaluation is at least satisfactory.
- F. The Superintendent will provide to the Union president copies of the forms submitted by the paraprofessional and acted by the Superintendent.

11.4 Per Diem and Hourly Rates Defined

A paraprofessional's annual rate of pay as listed in the salary schedules of this CBA shall be divided by 180 days to establish a per diem rate and shall be divided by 1,080 hours to establish an hourly rate.

ARTICLE 12 – INSURANCE

12.1 Insurance

The Board agrees to pay for and provide as needed full single medical insurance and dental coverage, along with employee accidental death and dismemberment and term life insurance of \$20,000.

An Insurance Committee consisting of all stakeholders will be formed with the intent of making recommendations regarding cost of co-pays, prescriptions, etc. in order to offset the increase in premium costs above 12%.

ARTICLE 13 – TERMS OF AGREEMENT

13.1 Duration

This Agreement will be effective as of July 1, 2021 and shall remain in effect until June 30, 2025.

13.2 Savings Clause

Should any article, section or clause of this agreement be declared illegal, said article, section or clause shall be automatically 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 for the duration of the agreement if not affected by the deleted article, section or clause.

13.3 No Strike

The UNION agrees that it will not strike during the term of this Agreement.

DocuSigned by:

Penny Lundquist

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DocuSigned by:

Kimsha Flez

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For the Board of Education
Lincoln School District #156

Christopher Singha

For the Lincoln Council
Local #943, IFT/AFT/AFL-CIO