

Collective Bargaining Agreement

between

**The Board of Education of the Center Cass
School District 66**

and

**The Center Cass Educational Support
Professionals, IEA-NEA**

2019-2021

TABLE OF CONTENTS

ARTICLE I - RECOGNITION..... 1

ARTICLE II - ASSOCIATION RIGHTS 1

2.1 Association Dues Deduction 1

2.2 New Employee Information..... 1

2.3 Seniority List..... 1

2.4 Information Regarding School Board Meetings 1

2.5 Use of School Facilities..... 1

2.6 Communications Council 2

2.7 Association Leave 2

ARTICLE III - MANAGEMENT RIGHTS 2

ARTICLE IV – EMPLOYEE RIGHTS 3

4.1 Probationary Period Discuss 3

4.2 Discipline 3

4.3 Seniority 4

ARTICLE V – EVALUATIONS & FILES 4

5.1 Evaluations..... 4

5.2 Personnel Files 4

ARTICLE VI - WORKING CONDITIONS 5

6.1 Duty-Free Meal Break 5

6.2 Vacancies, Transfers & New Positions..... 5

6.3 Professional Development..... 5

6.4 Work Breaks..... 6

6.5 Workday/Work Year 6

6.6 Payroll 6

ARTICLE VII – LEAVES 6

7.1 Leave – Sick/Personal Leave 6

7.2 Leave – Military Obligation 8

7.3 Leave - Jury Duty..... 8

7.4 Worker’s Compensation Leave..... 8

7.5 Bereavement Leave..... 8

ARTICLE VIII- GRIEVANCE PROCEDURE 8

ARTICLE IX- COMPENSATION AND BENEFITS 10

9.1 Salary..... 10

9.2	Alternative Salary Model.....	11
9.3	Insurance.....	11
9.4	Retirement Program	12
9.5	Holidays.....	11
9.6	Extra Duty Pay.....	12
ARTICLE X - EFFECT OF AGREEMENT		12
10.1	Savings Clause	12
10.2	Complete Understanding	13
10.3	No Strike Clause	13
10.4	Negotiations.....	13
10.5	Term of Agreement	13

ARTICLE I - RECOGNITION

The Board of Education of the Center Cass School District 66, hereinafter referred to as the "Board," recognizes the Center Cass Educational Support Professionals, IEA-NEA, hereinafter referred to as the "Association," as the exclusive bargaining agent for wages, hours, and other terms and conditions of employment for all regularly employed full and part-time aides and paraprofessionals, hereinafter referred to as "Employee". Excluded from this unit are all Illinois State Board of Education licensed teachers, supervisors, managerial, and confidential employees as defined under the Illinois Educational Labor Relations Act (IELRA).

ARTICLE II - ASSOCIATION RIGHTS

2.1 Association Dues Deduction

The Board will deduct the current dues of the Association from the pay of any Employee who has executed an annual authorization for dues deduction. The Association will annually certify the amount of the dues. The Association will furnish the authorization form which will include a hold-harmless clause exempting the Board from liability to the individual or the Association for any omissions of deductions. The Board will notify the Association in writing of the receipt of any revocation. All dues deducted by the Board will be remitted to the Association within twenty-one (21) days of that deduction.

2.2 Employee Information

The Association shall be provided names, addresses, positions, job locations, and wage placements of newly hired Employees within fourteen (14) calendar days after hired by the Board of Education. The Association shall be provided within fourteen (14) calendar days the names and job locations of Employees ending employment with the District.

2.3 Seniority List

The Board will maintain and furnish to the Association a seniority roster by February 1 annually.

2.4 Information Regarding School Board Meetings

The Administration will provide the Association President or designee with electronic notice of all regular meetings of the School Board, a copy of the agenda and the public information media packet prior to the scheduled time of the meeting.

2.5 Use of School Facilities

A. The Association may use the District mail service, e-mail and internet service in compliance with the Board's Acceptable Use Policy, mailboxes, and bulletin boards for the following purposes: Notices of Association meetings, minutes of Association meetings, elections, results of elections, appointment of officers and committees, general information letters, and social, educational, and recreational activities of the Association.

- B. The Board will designate a bulletin board at each work site for Association use.
- C. The Board will provide space for an Association supplied secure storage cabinet for Association materials.
- D. Upon request by the Association President, the Board will allocate time for Association business at each regularly scheduled District-wide meeting with Employees. Such time will include at least ten (10) minutes at such meetings.

2.6 Communications Council

The Superintendent and Association President will conduct regular communication meetings, when possible, for the purpose of maintaining ongoing communications and discussing issues that affect Employees.

2.7 Association Leave

The Association President or designee(s) may be released for up to eight (8) days each contract year for the purpose of attending local, state and national conventions or meetings which cannot be scheduled during non-work hours. Notice of use of such days must be provided to the Superintendent or designee at least five (5) workdays prior to the intended use of the day(s). These days may not be taken in less than one-half day increments.

ARTICLE III - MANAGEMENT RIGHTS

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

1. To the exclusive management, organization, and administrative control of the District and its properties and facilities;
2. To direct the work of its Employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into Agreements with private vendors for services;
3. To hire all Employees, and subject to the provisions of law, to determine their qualifications and the condition for continued employment;
4. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns, to determine the number, deployment and kinds of personnel required in order to maintain the efficiency of District operations; and

5. To build, move or modify facilities; establish budget procedures and determine budgetary allocation

ARTICLE IV – EMPLOYEE RIGHTS

4.1 Probationary Period

Each employee shall serve a probationary period of one hundred eighty (180) workdays, which shall commence no later than the date services are first provided. An employee may be dismissed at any time during the probationary period for any reason after being provided with written notice. The length of the specified probationary period may be extended “day for day” due to unpaid employee absence(s).

4.2 Discipline

A. Discipline and Dismissal

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

Employee discipline will, in the usual case, follow progressive discipline concepts, with the disciplinary steps being:

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

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

B. Right of Representation

Employees will have the right to be accompanied by an Association representative at any investigatory interview. An investigatory interview is a meeting called by the Administration or the Board for the purpose of questioning an Employee to obtain information and the Employee reasonably believes that discipline may result. It will be the responsibility of the Employee to

request a representative, and to ensure the representative's attendance. Evaluation meetings and/or conferences are not considered disciplinary in nature and Employees are not entitled to an Association representative at these meetings.

Any Employee required to attend a conference called for the purpose of written reprimand, suspension or dismissal is entitled to be accompanied by an Association representative.

4.3 Seniority

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

In the event of a reduction-in-force, employees with the shortest length of continuous service with the district will be honorably dismissed first.

4.4 Job Descriptions and Evaluations

All employees will be provided a copy of the job description and evaluation tool upon any revisions. New employees shall be provided a copy of the job description and evaluation tool when hired.

ARTICLE V – EVALUATIONS & FILES

5.1 Evaluations

Every employee will be evaluated at least annually. Such evaluation will be completed by May 15. The employee shall be provided the names of all staff providing input on the evaluation. If the supervisor intends to evaluate an Employee more than once annually, the supervisor will notify the affected Employee. Evaluation is based on the premise that feedback is essential for improvement in job performance. Evaluation is a continuing process of identifying and monitoring behaviors which are related to successful performance. Throughout the evaluation process, the administrator, immediate supervisor and Employee will work together in a cooperative relationship and will focus on opportunities for improvement. Hearsay, unsubstantiated claims, or anonymous communications shall not be part of the evaluation process. The substance of employee evaluations are not subject to the Grievance Procedure in Article VIII.

5.2 Personnel Files

- A. Only one official file will be kept for each Employee in the District, and such file will be maintained by the Office of the Superintendent. References to the official file will include both hard copies and computer records.
- B. Each Employee will have the right, upon request, to review the contents of his/her official personnel file and to place in the file written reactions to any of its contents. Such review will be conducted in the presence of the Superintendent's designee.
- C. All documents that are placed in the official personnel file will be given to the Employee. The Employee will have the right to attach dissenting material to any item in the file.

ARTICLE VI - WORKING CONDITIONS

6.1 Duty-Free Meal Break

Each full-time employee shall be entitled to an unpaid thirty (30) minute, duty-free lunch break.

6.2 Vacancies, Transfers & New Positions

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

Voluntary transfers are those transfers that are requested during the posting period by the Employee.

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

An involuntary transfer pursuant to this Section is defined as the reassignment of an Employee member from one job to another anywhere in the District. Should it become necessary to transfer Employees the following procedure will be followed:

1. Volunteers will first be requested. If more volunteers apply than are necessary for a transfer, the District will select the applicant based on the most qualified Employee.
2. Involuntary transfers will be decided based on the Superintendent's determination of the most qualified Employee to fill the position.

6.3 Professional Development

Employees may be required to participate in professional development, which will be scheduled during the regular workday. This professional development will be provided on scheduled Institute Days, School Improvement Days, or at other times as determined by the Superintendent or his designee.

6.4 Work Breaks

Full-time employees shall be entitled to one (1) work break for every 3.5 hours worked on each regular workday. Each break shall be 15 minutes and shall be scheduled by the employee and the immediate supervisor. The break(s) taken must be scheduled to avoid leaving students unattended. When the employee and the immediate supervisor are routinely unable to schedule a break, the Administration shall within five (5) school days develop a plan to allow the employee to take his/her contractual breaks.

6.5 Workday/Work Year

The workday for full-time employees will be at least seven (7) hours. The actual workday may vary depending on job assignment.

The length of the work year will be as specified on the school calendar annually adopted by the Board of Education, but in no event less than 178 days.

6.6 Payroll

Employees may annually elect to receive paychecks over 20 or 24 pay periods. Once this election is made, it cannot be changed until the start of the next work year. Regular pay dates will be the 15th and the last day of each month.

ARTICLE VII – LEAVES

7.1 Leave – Sick/Personal Leave

A. Definition of Sick/Personal Leave

1. Sick leave may be used for personal illness, quarantine at home, serious illness or death in the immediate family or household, for birth, adoption or placement for adoption, or as otherwise defined by the *Illinois School Code*. The definition of “immediate family” includes parents, spouses and partners in a legally recognized civil union, brothers, sisters, children, grandparents, grandparents-in-law, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. For purposes of Bereavement Leave only, “Immediate Family” shall also include step children, aunts, uncles, nieces, nephews and cousins.

- a. Sick leave for birth is limited to thirty (30) workdays, unless otherwise certified by a physician. Sick leave for adoption or placement for adoption is limited to thirty (30) workdays.
2. Employees who qualify for IMRF credit will receive ten (10) sick days per year.
3. Personal Leaves. Each employee shall be entitled to two (2) days annually of personal leave (pro-rated for part-time employees) to fulfill obligations of a pressing nature which may not be fulfilled at any other time than during normal school hours. Any personal leave days not used during the regular school term shall be considered sick days and shall accumulate.

Personal leave days may not be used for vacation purposes or for obtaining personal profit for the individual employee. Such leave may not be taken during the first or last week of a school term or on any day prior to, or following, a school holiday or vacation, without the prior approval of the Building Principal and the Superintendent.

When requesting personal leave, the employee shall complete the District personal leave form and present it to his or her immediate supervisor as much in advance of the requested date(s) as possible. In cases of extreme emergency, when the employee cannot file advance notice, he or she shall file said written re-request form immediately after taking leave day(s).

4. Sick/Personal leave days must be taken in one-half (1/2) day or full day increments.
5. Employees taking sick and personal leave shall be paid for the total hours required to work on a daily basis.

B. Notification of Use of Sick/Personal Leave

Advance notice for the use of sick/personal leave will be given to the Employee's immediate supervisor as early as possible.

C. Documentation of Sick Leave

The District may require documentation from a physician licensed to practice medicine, or a properly authorized physician assistant, as a basis for pay during sick leave after an absence of three (3) consecutive days for personal illness or injury, or as it may deem necessary in other cases.

D. Unused Sick/Personal Leave

Unused sick/personal leave days may be accumulated to a maximum carryover of two-hundred and forty (240) sick leave days.

E. Proration of Sick/Personal Leave

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

7.2 Leave – Military Obligation

Absence for involuntary military service will be granted. The Employee's seniority in position and other benefits in the school system will continue during military service. Upon release from military service, the Employee will be returned to his or her original position or an equivalent position, and receive compensation of equal remuneration, provided such application is made within the time limits then in effect under federal law.

Pursuant to Section 8-2, this Section of the Agreement is not subject to the grievance procedure.

7.3 Leave - Jury Duty

In the event an Employee is selected to serve on a jury during the school year, the Board will continue to pay the Employee's regular rate of pay for the period the Employee is on jury duty.

7.4 Worker's Compensation Leave

Employees eligible for leave under the Illinois Worker's Compensation law may elect to receive compensation under one (1) of the following options:

1. Retain the Worker's Compensation payment without any adjustment to sick leave; or
2. Receive his/her regular paycheck by turning into the District the Worker's Compensation payment and having available sick leave deducted in one-third ($\frac{1}{3}$) day increments for the duration of the leave.

7.5 Bereavement Leave

A maximum of three (3) days per year per incident shall be allowed at full pay in the case of death of Immediate Family members (as defined in Article 7.1(A)). Bereavement leave used will not be deducted from accumulated sick leave or personal days. Any time required beyond three (3) days shall be deducted from sick leave. For other important individuals outside of the member's Immediate Family, up to three (3) sick days may be used.

ARTICLE VIII- GRIEVANCE PROCEDURE

A. Definition

A “grievance” is defined as a complaint or claim by an employee or employees, or the Association, that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

B. Association Assistance

The Board acknowledges the right of the Association to assist a grievant at any level of this grievance procedure if it obtains the consent of the grievant. The Association acknowledges the right of any member of the Administration to receive assistance as desired in any step of the grievance procedure. Failure of any employee or the Association to act on a grievance within the prescribed time limits shall prohibit the grievant from proceeding to the next step. The time limits, however, may be extended by mutual written consent. At any stage of the grievance procedure, the grievant may be represented by a representative of his or her choice.

C. Grievance Involving Administrator

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

D. General Procedures

Step 1. If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to his or her immediate supervisor no later than twenty (20) business days after the occurrence of the alleged claim or complaint. The supervisor will arrange for a meeting to take place within five (5) business days after receipt of the grievance. At this meeting the grievant may present a witness or witnesses. An Association representative selected by the aggrieved party, if said aggrieved party desires said assistance, shall also be present for the meeting. The supervisor will then within five (5) business days after the meeting, provide the aggrieved party and the Superintendent with a written memorandum setting forth the disposition of the grievance. Such memorandum shall contain reasons upon which the disposition of the matter was based.

Step 2. If the grievant is not satisfied with the disposition of the grievance at Step 1, or if the Step 1 time limits expire without the issuance of the supervisor’s memorandum, the grievant may, within ten (10) business days after the Step 1 meeting, refer the grievance to the Superintendent. The Superintendent shall, within ten (10) business days thereafter, conduct a meeting with the same parties being present as were present in Step 1. Each party to the grievance shall have the right to include in its presentation a counselor, if so desired. Upon the conclusion of the hearing of the grievance, the Superintendent shall, within ten (10) business days provide a written decision to the grievant.

Step 3. The grievant may, within ten (10) business days, refer the grievance to the Board of Education, if the Superintendent does not conduct the Step 2 meeting within the aforementioned 10 days, or if the grievant is not satisfied with the disposition of the grievance at Step 2, or if the Step 2 time limits expire without the issuance of the Superintendent’s decision. Upon the receipt of the request, the Board shall, within thirty-five (35) days schedule a closed session hearing on the grievance. At such hearing, both parties

shall be present to hear the arguments from each side. After the presentation of arguments, both parties shall leave the proceedings while the Board deliberates and reaches its decision. The Board shall render its decision in writing to the parties within ten (10) business days after 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 third step of impartial binding arbitration. The Association may submit in writing a request to the Superintendent within ten (10) business days from receipt of the Step 3 decision. The arbitrator shall be selected from the American Arbitration Association in accordance with its voluntary labor tribunal's rules. At arbitration, neither party to the grievance will be permitted to assert grounds not previously asserted before the Superintendent. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to alter the terms of this Agreement, or to make any award void or prohibited by law, statutory or decisional.

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. The arbitrator's decision must be based solely and only upon his or her interpretation of the meaning or application of the express relevant language of this Agreement.

E. Release from Assignment

Should the investigation of any grievance require, in the judgment of the Superintendent, that an employee be released from his or her regular assignment, he or she will be released without loss of pay or benefits.

F. No Retaliation

The Board agrees not to take any reprisal against any person for his or her participation in the grievance process. The Association agrees to take no reprisals against any person because of his or her participation or refusal to participate in the grievance process.

G. Priority of Proceeding

Should any employee commence an action against the Board 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 as aforesaid with any alleged violation of any of the rights granted to or enumerated herein, said proceeding shall act as a bar to the commencement of further proceeding of any grievance filed herein which alleges as its subject matter any violation of any rights specifically enumerated herein.

ARTICLE IX- COMPENSATION AND BENEFITS

9.1 Salary

For the 2019-2020 work year, each employee will receive an increase of \$.55 per hour over the

employee's 2018-2019 hourly rate.

For the 2020-2021 work year, each employee will receive an increase of \$.40 per hour over the employee's 2019-2020 hourly rate.

For the 2019-2020 work year, the minimum starting rate shall be \$12.25. For the 2020-2021 work year, the minimum starting rate shall increase by the percentage change in the Consumer Price Index for All Urban Consumers (i.e. Tax Cap CPI) for the twelve-month period January 1, 2019, through December 31, 2019. New employees may be hired at an amount up to 10% over the current minimum starting rate.

9.2 Performance-Based Bonus

The goal of the performance-based pay model is to recognize the excellent and proficient performance of teacher aides. The maximum non-cumulative, annual performance bonus amount for each paraprofessional will be \$0.50 per hour of the base hours worked during the current fiscal year. Paid time off (e.g. sick days, personal days, paid holidays, etc.) will not be used in the calculation.

An Evaluation rating of "Excellent" would receive 100% of the eligible bonus amount. An evaluation rating of "Proficient" would receive 80% of the eligible bonus amount. An evaluation rating of "Needs Improvement" or "Unsatisfactory" would not be eligible for a bonus.

The non-cumulative, annual performance bonuses will be paid prior to June 30 of the given fiscal year.

9.3 Insurance

Employees will have available, at the employee's expense, access to health insurance coverage that meets the requirements of state and federal law. Provided, however, for the 2019-2020 and 2020-2021 contract years, the Board shall make available each year \$25,000 to fund a portion of premiums for employees who participate in a District group health insurance plan, subject to the following restrictions:

- A. The \$25,000 will be divided each year among employees who participate in a District group health plan. However, no employee may receive more than \$225 per month toward premium costs.
- B. Any unused portion of the \$25,000 will be rolled over and added to the \$25,000 allotment for the 2020-2021 school year. Any unused funds remaining at the end of the 2020-2021 school year will revert to the District and shall not carry forward into future years.
- C. Employees are eligible for premium contributions after two (2) consecutive years of full-time employment (i.e. over 120 days present and participating counts as a year of employment) in a bargaining unit position.
- D. Employees must demonstrate that they have no access to group health insurance

through other means (e.g. spouse, etc.) in order to receive a premium contribution.

9.4 Retirement Program

The Board will make available a retirement plan to employees who meet the following eligibility requirements:

1. Are at least 55 years old at the time of retirement; and
2. Have completed at least 15 years of full-time, continuous service to the District at the time of retirement;
3. Are retiring directly from the District into the Illinois Municipal Retirement Fund (IMRF) System; and
4. Are retiring December 31 or at the completion of the school year of any year of this Agreement.

In order to access the benefits of the Program, the employee must provide written notice to the Superintendent of any year of this Agreement a minimum of three (3) months prior to the actual retirement date. This notice is irrevocable.

Eligible employees will be paid a service stipend of \$100 for every year of continuous, full-time service to the District as a member of the bargaining unit. The employee will work with the Business office to secure payment of this stipend in a manner which maximizes benefits under the IMRF System and to avoid payment by the Board of any penalty for the same.

This Retirement Program shall be in effect and is available for retirements effective no later than June 30, 2021.

9.5 Holidays

Full-time employees shall be paid for seven (7) holidays during each school year. The holidays for which pay will be received will be communicated to the employees on their Annual Salary Assignment Sheet, which is distributed in August of each year upon their return to work, unless otherwise modified, in which event the superintendent will designate alternative paid days off.

9.6 Extra Duty Pay

In the event an employee performs extra duty assignments designated in the negotiated agreement between the Board and the Center Cass Education Association, the employee will be paid at the rate or stipend then in effect in such negotiated agreement. In the event no such rate or stipend exists in the negotiated agreement, the rate or stipend established by the Board will be the rate paid.

ARTICLE X - EFFECT OF AGREEMENT

10.1 Savings Clause

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

10.2 Complete Understanding

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

10.3 No Strike Clause

During the term of this Agreement, the Association agrees not to strike, not to participate in any work stoppage or slow down, and not to in any way engage in any concerted job action which would materially interfere with the administration of the District.

10.4 Negotiations

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

10.5 Term of Agreement

This Agreement will be effective July 1, 2019 and will continue in effect through June 30, 2021.

This Agreement is signed the _____ day of _____, _____.

For the Center Cass School District 66
Board of Education

Center Cass Educational Support
Professional Association

President

President

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