

St. Charles Transportation Education Association Agreement

With

The City of St. Charles School District

Master Agreement

2022-2024

1 **St. Charles Transportation EA**

2 **Collective Bargaining/Master Agreement**

3 **Effective July 1, 2022 through June 30, 2024**

4
5 As reported by the spokesperson for the St. Charles Education Transportation
6 Education Association (SCTEA) and the Board Administration Team, each
7 individual item below and the Master Agreement was agreed to. As such, these
8 items are jointly submitted to the Board of Education for approval at the regularly
9 scheduled May 12, 2022, Board of Education meeting.

10
11 **SCTEA Team Members**

SCSD/Board Team

12 Runi Hertz*

 * Rodney Lewis

13 Mike Schiller

 Jason Sefrit

14 Jill Wooldridge

 Steve Smith

15 Rodney O'Neal

 Cindy Priest

16 Tom Hickman

 Soni Callloway

17 Lisa Blaha**

 Kathy Beerman

18 Peggy Cochran – Facilitator

19 *Team Chairperson

20 **MNEA Uniserv Director

21

22

23 **Table of Contents**

24 **ARTICLE I: Activity Trips** **PAGE**

25	A. Bidding	1
26	B. Grandfather.....	1
27	C. Summer.....	1

28 **ARTICLE II: Attendance/Reporting**

29	A. Call-in	1
30	B. Maximize Attendance.....	1
31	C. Perfect Attendance Incentive.....	2
32	D. Time Keeping Program.....	2

33 **ARTICLE III: Bidding Routes/Transfer**

34	A. Bidding Process.....	2
35	B. Newly Created Positions.....	2

36 **Article IV: Duration**

37	A. Length of agreement.....	2
38	B. Previous agreements.....	2

39 **ARTICLE IV V: Handbook**

40	A. Updating.....	2
----	-------------------------	----------

41 **ARTICLE V VI: Climate Committee**

42	A. BCC/Group Discussions.....	2
----	--------------------------------------	----------

43 **ARTICLE VI VII: Contract/Workdays.....** **3**

44 **ARTICLE VII VIII: Leaves**

45	A. Maternity/Paternity leave	3
----	---	----------

46 **ARTICLE VIII IX: Interest-Based Bargaining (Negotiations)** **3**

47	ARTICLE IX X: Master Agreement.....	3
48	ARTICLE X XI: Progressive Discipline.....	4
49	ARTICLE XII: Recognition/Rights	
50	A. Recognition.....	4
51	B. Meetings.....	4
52	C. Joining Payroll Deduction.....	4
53	ARTICLE XIII: Seniority List.....	4
54	ARTICLE XIV: Sick Leave Payout.....	5
55	A. Pay out Method	
56	B. Death Benefit	
57	ARTICLE XV: Training	
58	A. Discipline on Long Buses.....	5
59	ARTICLE XVI: Salary and Compensation.....	5
60	A. Salary Increase	
61	B. Recruiting Incentive	
62	C. Meals and mileage Reimbursement	
63	D. Medical Coverage	
64	E. Experience Pay	
65	Attachments:	
66	1. Salary Schedule	
67	2. Early Separation Agreement (2013-14 only)	
68	3. Record of the First Date of Seniority Eligibility Form	
69		
70		
71		

ARTICLE I: Activity Trips

A. Bidding

1. Trip list will be reset every trimester (per academic calendar)
2. When calculating a new driver's rotation in trip seniority, the total number of trips awarded for the current trimester will be divided by the total number of drivers who have participated in the current trimester. This will be used as the number of trips a new driver begins with.
3. The activity driver/part time driver will get preference over a route driver whose third tier is standby status.

B. Grandfather

1. Some Activity Drivers are designated as "grandfathered" (1 full-time and 3 part-time). These employees were in either a part-time or full-time Activity Driver position when the district started district-operated bus service. At that time, the district had a desire to eliminate the job category of "Activity Driver", but agreed to retain these drivers in those roles indefinitely as long as their performance was satisfactory. Since that time the district has re-evaluated the position and plans to continue the job category for the foreseeable future.
2. Drivers in this "grandfathered" category will have a signed form in his/her personnel file to confirm the designation. Such employees are encouraged to retain a copy of this form for future reference.

C. Summer

1. Summer activity assignments handled separately by seniority

ARTICLE II: Attendance /Reporting

A. Call-In Procedure

1. Utilize current AM and PM call-in procedure; call-in absences must talk with dispatchers or directors
2. Allow a 2-shift 5:45 AM single call-in; if feeling better you may call prior to noon to see if you are needed.

B. Maximize Attendance

1. Drivers and monitors will have the opportunity during the school year of earning 3 times per year a presentee-ism Incentives (\$150 each trimester) for perfect attendance (no use of sick or personal leave)
2. Accrue sick leave at one day per month (first payroll of the month) as you work. Continue attendance committee
 - Consider other attendance incentives
 - Consider requirements for doctors' notes after a certain number of absences.

113 C. Perfect Attendance Incentive

- 114 1. Need Incentive Committee (SCTEA President and Director of Transportation) to recognize
115 attendance and safety.
116 ▪ Employee of the month – Need process
117 ▪ Parking spot for perfect attendance
118 ▪ Lunch w/Superintendent
119 ▪ Educate people about purpose of sick days
120 ▪ District promotional items that may be available

121 D. Time Keeping Program

122 The technology department will provide an additional computer for the break room; possible
123 two and Gmail icons will be added. The Assistant Superintendent for Business and
124 Technology will find out if there is a view-only screen for employees to check time records.

126 **ARTICLE III: Bidding Routes/Transfers**

127 A. Bidding Process

- 128 1. Bid at beginning of year by seniority and limit one bid up per year. Routes vacated during
129 the year will be posted for bid for five working days. Results will be posted.
130 2. An employee may bid a route at the annual bid even if they are out on leave if their doctor
131 releases them for work within 30 days of the annual route bid date.
132

133 B. Newly Created Position

- 134 1. The district will follow board policy regarding the posting of positions, personnel
135 reassignments, etc.
136 2. It was acknowledged that when unique circumstances occur, better communication to
137 staff would be beneficial

138 **Article IV: Duration**

- 139 A. The duration of this agreement is for 2 years (2022-23 and 2023-24) on both language and
140 salary.
141 B. All previous agreements negotiated will be honored within this document.

142 **ARTICLE V: Handbook**

143 A. Updating

- 144 1. Reconvene the handbook committee with reps from district and transportation – all
145 stakeholders represented as much as possible.
146 a. Mutually agreed upon by department and administration
147
148 2. Finalizing current pilot activity bidding process
149 a. Replace process in handbook with pilot process currently used – In handbook
150 committee

ARTICLE VI: Climate Committee

A. BCC/Group Discussion

1. A district committee will be formed to review the BCC/Group Discussion processes and consider recommendations that include:
 - Re-Train staff
 - Re-visit form
 - Talk to all staff about what it is and how it works for both processes
 - Examine what goes to climate committee
 - Make building rep a gate keeper
 - Certified discussion group must go to principal first – gatekeeper can reinforce
 - Lunch (principal and building rep) – touch bases
 - One training for all (staff and admin) on a yearly basis
 - Anonymous only at climate committee level, not when it goes to gatekeeper
 - No verbal – must be written
 - Review the process / redefine process
2. A committee (Admin/SCEA/SCESSA/SCTEA) will develop the plan and have ready by August 1, 2017
3. Reduce the amount of time that committee meets (meet every other month)
4. Other options Transportation Building Climate Committee can consider:
 - Free lunch from SCTEA
 - Extra uniform shirt
 - Recognition at transportation banquet.

ARTICLE VII: Contract/Workdays

- ### A. Drivers/monitors will reduce their total number of workdays by 4 days within the next 4 years by utilizing one of the following options of reducing workdays.
- 1 day/4 years = first workday for 4 years
 - 1 day/2 years & 2 days/1 year = first workday for 2 years, and then first and second workday in the following year.
 - 1 day/1 year and 3 days/1 year = first workday for 1 year, and then first/second/third workday in the following year.
 - 2 days/2 years = first and second workday of each year for 2 years.
 - 4 days/1 year = first/second/third/fourth workday for one year (all upfront in a row)
- ### B. Drivers/monitors can add to reduction of numbers, but can't go back and add workdays
- ### C. Drivers/monitors must give declaration on workdays by June 1st each year.

ARTICLE VIII: Leaves

A. Maternity/paternity leave will increase up to:

1. 7 weeks of unpaid leave (unless you have accrued sick leave), plus an additional conversion week (3 personal days, including up to 2 sick days converted to personal) can be used for regular birth.
2. 9 weeks of unpaid leave (unless you have accrued sick leave), plus a conversion week (3 personal days, including up to 2 sick days converted to personal) can be used for c-section birth.

ARTICLE IX: Interest– Based Bargaining (Negotiations)

Administration/SCEA/ SCESSA/SCTEA will review and make recommendations no later than November 2017 for revisions to Board Policy GCQDA that references dates and processes that are no longer standard practice that need to be updated.

ARTICLE X: Master Agreement

1. Annually demonstrate access (at a regular safety meeting)
We do have all agreements together on one site (on District website)
2. Paper w/steps (cheat sheet) on how to access on the District website will be created/given out
3. Email steps to all Transportation employees on how to access the District website
4. Form a committee to work on combining agreements into one document and bring back at next year's negotiations.

ARTICLE XI: Progressive Discipline

A. Minor Incidences

This concern was discussed. Progressive discipline has flexibility based upon length of time between incident and severity of incidents.

ARTICLE XII: Recognition/Rights

A. Unit Recognition

On August 30, 2012, MNEA (Missouri National Education Association) has been designated and selected by the majority of the employees of the St. Charles School District, in the unit described below, as their exclusive bargaining representative. Pursuant to Section 105.525, RSMo, 2000, Missouri National Education Association is the exclusive representative of all the employees with this unit for the purpose of discussions with respect to salaries and other conditions of employment. The unit is defined as: All full-time and part-time bus drivers, monitors, dispatchers, mechanic and lot attendance/fuelers.

B. Meetings with Administrators/Supervisors

In all staff-administrator conferences dealing with documented performance concerns associated with the staff member's evaluation, or other areas of documented concern, transfer, suspension, or dismissal, the staff member shall be informed in advance of the purpose of the meeting. Staff members will be allowed up to 3 working days to obtain appropriate representation (building representative, colleague, etc.). If needed or if time sensitive, administrators may make arrangements for bus coverage for a representative to be at the meeting. Exceptions to this practice will be made at the discretion of the Superintendent or designee.

C. Joining Payroll Deduction

The district will adhere to the agreement that was in place with SCTEA and employee upon joining and authorizing payroll deductions. Payroll deductions cannot be stopped mid-year if that is prohibited by, and clearly and visibly stated on the agreement signed by the employee. In such cases, the Superintendent will obtain documentation from the SCTEA Treasurer

showing that the employee received clear written notice that payroll deductions could not be terminated in the course of the school year and will authorize continuation of the deductions through the end of the school year.

ARTICLE XIII: Seniority List

1. Director of Transportation will post a paper of the seniority list and will update every time someone is hired or leaves employment. It will also be shared electronically as a Google document for transportation department staff.
2. A document will be created to record the date of the first regular assignment (attached). A regular assignment may be created after all requirements are met including CDL and other designated licensing endorsements as well fingerprinting for background check. This date will be utilized as the date of eligibility for seniority. Employee and director will sign and date the document. Seniority is available to full time and part time drivers and monitors. Substitute drivers are not eligible for seniority. Seniority will be assigned alphabetically if multiple employees have the same seniority date.

ARTICLE XIV: Sick Leave Payout

The sick leave payout policy GDBDA will be revised as follows:

Classified employees who have full time equivalent (FTE) years of service (combined part-time and full-time FTE, this service does not have to be continuous) in the St. Charles School District, as outlined below, will be paid for any unused AFD (absence from duty) leave (up to 1440 hours) with the notification of intent to retire/resign/separate with proper written notice according to the following schedule: (language goes into effect April 15, 2022)

	Notification 90 days	Notification 60 days	Notification 30 days
1-9 FTE equivalent years of service	\$3/hour \$5/hour	\$2/hour \$5/hour	\$1/hour \$4/hour
10-19 FTE equivalent years of service	\$4/hour \$7/hour	\$3/hour \$6/hour	\$2/hour \$5/hour
20 or more FTE equivalent years of service	\$5/hour \$8/hour	\$4/hour \$7/hour	\$3/hour \$6/hour

- a. Payments will be made within 60 days of the employee's separation from the district. If notice is not possible, the Board may make an exception to this policy.

A lump sum payment will be made in January of the calendar year following the date of retirement/resignation/separation. If notice is not possible according the timeline noted above, the Board may make an exception to this policy. This is intended, in part, as an attendance incentive.

- b. In case of the death of an employee to whom pay for unused leave is owed pursuant to Board policy, the unused leave will be paid to an individual designated by the employee. The designation will be assumed to be the same one made by the employee during the annual benefits open enrollment process unless the

employee otherwise notifies HR of an alternate designation. If no designation is made, unused leave will not be compensated.

ARTICLE XV: Training

A. Discipline on Long Busses

1. Staff (teachers, paras, administrators) could ride busses at the beginning of the year
2. Drivers could come to buildings to provide training for students
3. Identify and provide training for children and drivers (Ed Plus "Wheels on the Bus" is a possible option)
 - Before the opening of the next school year, the Assistant Superintendent for Business and the Transportation Director will meet with staff to identify training and other helpful ideas to resolve the issue
 - Through the Climate Committee and safety meetings the Transportation Director will work with staff to identify areas of training. Consider scheduling follow-up times through the year on initial training
 - Review the schedule for training days at the beginning of the year
4. Assigned seats may be helpful
5. Flexibly assign monitors when possible, and needed
6. Notify principals of problems
7. Use consistent safety rules
8. Strengthen communications between the principal/administrators with drivers-orientation for students on how to ride the bus
9. Strategic placement of monitors (extra support) (Teachers/para/nurse/custodian who would want to ride the bus)
10. Training of drivers and monitors

ARTICLE XVI: ~~Attract and Retain Quality Staff~~ Salary and Compensation

A two-year agreement was made that commits approximately 4% to the Transportation Salary schedule for 2016-17 and 3% for 2017-18. The actual salary schedules are attached/included in this agreement.

A two (2) year salary agreement commitment with an average 9.5% to bus drivers' salary schedule and 6.5% average increase to the monitors, fueler, dispatcher, and mechanic.

A two-year agreement was made that commits approximately 4% to the Transportation Salary schedule for 2016-17 and 3% for 2017-18. The actual salary schedules are attached/included in this agreement.

1. A two (2) year salary agreement commitment with an average 9.5% to bus drivers' salary range schedule and 6.5% average increase to the salary schedule for monitors, fueler, dispatcher, and mechanic.
2022-2023

Bus drivers-6.5% will be added to the starting salary schedule of \$18,15 with an average range increase of 2.0%-9%

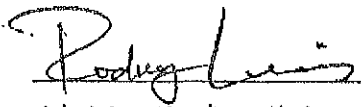
Monitors-6.5% Increase to each step-no step

- 311 2023-24
312 Bus drivers will receive an average range increase of 2-4%
313 Monitors no increase, no step
314 2. A recruiting/mentoring stipend of \$500 for non-administrative transportation staff will be created
315 with the intent of attracting and retaining new bus drivers. The specific criteria for earning this
316 stipend will be developed by the Human Resources office in conjunction with SCTEA. Drivers will
317 receive \$250 after the new driver has worked 92 days and another \$250 after 180 days. A
318 brochure will be developed that employees can sign and use to promote/recruit new drivers. The
319 brochure will detail the benefits of the position.
320 3. Drivers on trips which last at least 8 hours in duration will be entitled to meal reimbursement per
321 established district guidelines. The current (2015-16) meal reimbursement rate is \$15 for
322 breakfast, \$15 for lunch and \$30 for dinner. Itemized receipts must be submitted to be eligible
323 for reimbursement.
324 4. Board paid health, dental and vision insurance for all full-time employees.
325 5. Up to 5 years of experience pay will be given to bus drivers for driving experience. They will be
326 placed on the salary schedule range according to their experience. Each year's experience equals
327 3% when starting pay is \$18.15 times 3% equals \$.55.

328 **Attachments:**

- 329 1) Salary Schedule
330 2) Early Separation Agreement (2013-14 only)
3) Record of First Date of Seniority Eligibility Form

The following signatures indicate a tentative agreement has been reached by the union and the district.



Administration/BOE Chair

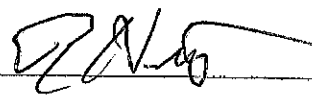

SCTEA Negotiations Chair

5-2-22
Date

5/2/22
Date

The following signatures reflect that the Board of Education has voted to approve and the SCTEA as ratified this Closure Agreement.


St. Charles BOE President


SCTEA President

5/12/2022
Date

5/17/2022
Date

2022-23 TRANSPORTATION SALARY SCHEDULE

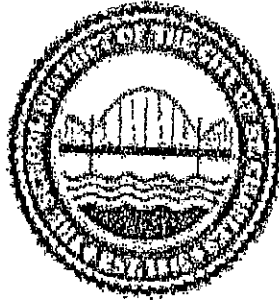
	TA	TB	TC	TD
Step	Amount	Amount	Amount	Amount
1	13.92	15.89	16.84	20.63
2	14.33	16.38	17.35	21.26
3	14.91	17.01	18.03	22.09
4	15.45	17.66	18.69	22.90
5	16.03	18.29	19.37	23.74
6	16.58	18.93	20.05	24.56
7	17.15	19.55	20.72	25.39
8	17.69	20.19	21.39	26.21
9	18.25	20.84	22.08	27.03
10	18.67	21.32	22.59	27.66
11	19.21	21.94	23.25	28.47
12	19.78	22.57	23.91	29.29
13	20.32	23.22	24.59	30.12
14	20.90	23.86	25.28	30.95
15	21.60	24.64	26.10	31.98
16	22.14	25.28	26.78	32.81
17	22.71	25.92	27.47	33.63
18	23.13	26.39	27.98	34.26
19	23.54	26.87	28.48	34.87
20	23.96	27.35	28.97	35.50
	Monitors	Lot/Fuel Attendant	Dispatcher	Mechanic

21-22	22-23	23-24
Amount	Amount	Amount
\$ 16.65	\$ 18.15	\$ 18.88
→	→	→
\$ 17.31	\$ 18.87	\$ 19.62
→	→	→
\$ 17.66	\$ 19.25	\$ 20.02
→	→	→
\$ 18.37	\$ 20.02	\$ 20.82
→	→	→
\$ 18.74	\$ 20.43	\$ 21.15
→	→	→
\$ 19.87	\$ 20.86	\$ 21.28
→	→	→
\$ 20.48	\$ 21.30	\$ 21.73
→	→	→
\$ 22.37	\$ 22.82	\$ 23.28
DRIVERS		

Years of Experience	22-23	23-24
Amount	Amount	Amount
0 years	\$ 18.15	\$ 18.88
1 year	\$ 18.70	\$ 19.45
2 years	\$ 19.25	\$ 20.02
3 years	\$ 19.80	\$ 20.59
4 years	\$ 20.35	\$ 21.16
5 years	\$ 20.90	\$ 21.73
DRIVERS		

District will continue to provide board-paid health, dental, and vision plans to all full time employees.

St. Charles School District
Transportation Department
Record of First Date of Seniority Eligibility



Employee Name _____

Employee Position _____

Date of First Regular Assignment _____

Employee Signature Date

Director Signature Date

ST. CHARLES R-VI SCHOOL DISTRICT
EARLY SEPARATION INCENTIVE PLAN (ESIP)
(Classified Employees – Participation During the 2013-2014 School Year)

Purpose

The purpose of this Early Separation Incentive Plan (ESIP) is (1) to provide a financial incentive to classified employees who elect early separation from the St. Charles R-VI School District and (2) to provide a cost savings to the District.

Eligibility Requirements

This plan is offered for the 2013-2014 school year only. The following one-time Early Separation Incentive Plan (ESIP) will be available to classified employees who meet the following criteria and therefore are considered eligible:

- Eligibility:
 1. The recipient of the retirement benefit must be a classified employee; and
 2. The recipient must have at least five (5) years of service with the District as determined by the criteria outlined in Years of Service below; and
 3. The recipient must be eligible for retirement under one of the following PEERS retirement categories:

PEERS normal retirement, full benefit formula. To be eligible under this category, the employee must:

- a) have at least five (5) years of creditable service under PEERS (five (5) as required by PEERS, including the five (5) years of service with the District), and must be at least sixty (60) years of age; or
- b) have at least thirty (30) years of creditable service under PEERS, at any age; or
- c) have any combination of age and creditable service that equals or exceeds eighty (80) pursuant to the Rule of 80, as promulgated by PEERS.

Early retirement - 25-and-Out- Employees who retire under PEERS early retirement, 25-and-out option must:

- a) be under age 55; and
- b) have at least twenty-five (25) (including the five (5) years of service with the District) but fewer than thirty (30) years of creditable service under PEERS; and
- c) not qualify for the Rule of 80, as promulgated by PEERS.

Early retirement - age reduction factor applied to full benefit formula: Employees who retire under the PEERS full benefit formula, with the age reduction factor applied, must:

- a) have at least five (5) years of creditable service under PEERS (five (5) as required by PEERS, including the five (5) years of service with the District); and
- b) be at least fifty-five (55) years of age.

- Classified employees may choose any retirement option listed above under "Eligibility" above.
- If an eligible classified employee does not submit a written application and signed Separation Agreement by the dates stated in the policy, the employee waives the right to do so henceforth.
- Classified employees who already qualify for retirement under any of the options identified above have automatic eligibility for the plan if they meet the District service minimum of five (5) years; however, they are required to submit the written application and signed Separation Agreement as required by the policy.

Years of Service

For purposes of this ESIP policy only, "Years of Service" shall mean the sum of all full or partial consecutive years during which the employee was employed by the St. Charles R-VI School District and for which the employee received service credit under PEERS for such employment. The number of years of service shall be determined by the employee's PEERS retirement credit records in the employee's personnel file.

Separating at the End of the 2013-2014 School Year

The District will remit a one-time payment, as provided below, to each eligible employee who has elected to participate in the ESIP. The Human Resource Office will generate a list of potentially eligible employees and, based upon known information, contact these employees. However, the District shall not be responsible for the omission of any potentially eligible employee from the list. Each employee is solely and entirely responsible for determining whether he or she may be eligible to participate in this Plan, and for submitting the required documents in accordance with the timelines established herein.

Potentially eligible employees who desire to separate at the end of the 2013-14 school year must apply to the Human Resources Office for the ESIP benefit no later than December 1, 2013. The Human Resources Office will make a final eligibility determination and will notify all applicants whether they qualify for the ESIP benefit for that year. Employees who do not qualify for the ESIP benefit will not be eligible to participate in this one-time plan. Only the names of eligible employees who have complied with all requirements under this Plan will be submitted to the Board of Education for approved participation in this ESIP.

Final School Year of Employment

"Final School Year of Employment" shall mean full-time employment for the last full school year with the District and shall be designated as "Final School Year of Employment."

Separation Agreement

In return for the financial incentive provided under this policy, the employee shall enter into a Separation Agreement with the District, releasing the District, its affiliates and subsidiaries, together with their respective current and former members, directors, officers, agents, and employees, and their attorneys and insurers, from any and all claims or other causes of action the employee may have against them. The signed Separation Agreement shall be submitted to the office of Human Resources no later than 4:00 p.m. on December 1, 2013.

Payment of Retirement Incentive

The ESIP will be a one-time payment in an amount to be determined by the following schedule, which is based upon years of service in the District, as defined above:

<u>Service</u>	<u>Benefit</u>
5-9 Years of Service	\$3,500
10-19 Years of Service	\$7,000
20 or More Years of Service	\$10,500

The payment will be made on or before January 31st of the calendar year immediately following the date of Employee's separation from the District.

Completion of the Final School Year of Employment

To be eligible for the payment to be made under this policy, the employee must be compensated for every scheduled work day of the Final School Year of Employment, except as may be otherwise required by law. The ESIP benefit will be prorated for days not compensated or otherwise approved by the Board of Education during the Final School Year of Employment.

Survivorship

All benefits outlined within this ESIP will terminate upon the death of the individual employee. Therefore, the designation of beneficiaries is inapplicable to this ESIP.

Other Provisions

Eligible classified employees have five windows of eligibility for the Early Separation Incentive Plan: 5 years of creditable service and at least 60 years of age; 30 years of creditable service; eligibility for retirement through the Rule of 80; early retirement - 25-and-out; or the early retirement - age reduction factor applied to full benefit formula.

- If a classified employee does not submit a written application and signed Separation Agreement by the dates stated, the classified employee waives the right to do so for the duration of this ESIP.

- The Early Separation Incentive Plan is available only to eligible employees who apply no later than December 1, 2013.
- For purposes of this policy, a certified employee is an employee who is required by law or by the District to have a teaching or administrative certificate issued by the Missouri Department of Elementary and Secondary Education to serve in the employee's position.
- In the event that a classified employee also happens to hold a certificate, the employee shall be eligible only for the benefits provided under the ESIP for classified employees.

Buy Back Option

Employees may become eligible for the Early Separation Incentive Plan through buying back PEERS service only if a buy back occurs and is completed by the notice date, December 1, 2013.

Withdrawal of Notice

Once the employee has submitted his/her notice of intent to elect early separation, the employee will be permitted to withdraw such notice only in accordance with the terms of the Early Separation Agreement or in emergency situations, subject to approval of the Board of Education.

Advice of Counsel and Tax Preparer

Participants in the Early Separation Incentive Plan should seek advice of counsel and their own tax preparer prior to signing the Separation Agreement. The law regarding treatment of separation payments is complex and changes from year to year. The District is not responsible for providing legal or tax advice to employees regarding the Early Separation Incentive Plan or the Separation Agreement. It is the employee's responsibility to obtain such advice in sufficient time to submit all applications and forms, as well as the signed Separation Agreement, in accordance with the deadlines established under this Plan.