

AGREEMENT

between

**THE BOARD OF EDUCATION
OF GRASS LAKE SCHOOL DISTRICT #36**

and

GRASS LAKE EDUCATION ASSOCIATION IEA/NEA

2020 - 2021

2021 - 2022

2022 - 2023

2023 - 2024

TABLE OF CONTENTS

ARTICLE 1 - Recognition and Definition1

ARTICLE 2 - Negotiation Procedures

 2.1 Procedures.....1

 2.2 No Strike.....1

ARTICLE 3 - Association Rights

 3.1 Board Meetings - Notification1

 3.2 Board of Education Agenda.....1

 3.3 Board Minutes.....2

 3.4 Board Policy.....2

 3.5 Monthly Meetings with School Board Representatives.....2

 3.6 Labor Management Relations Committee2

 3.7 Association Leave.....4

ARTICLE 4 - Formal Evaluation of Employees

 4.1 Certificated Personnel.....4

 4.2 Non-Certificated Personnel5

 4.3 Grievances5

ARTICLE 5 - Payroll Deduction for Credit Union or Dues.....6

ARTICLE 6 - Grievance Procedure

 6.1 Definition6

 6.2 General Provisions.....6

 6.3 Procedure7

ARTICLE 7 - Working Conditions

 7.1 School Year.....8

 7.2 Work Day.....8

 7.3 Tuition Reimbursement9

 7.4 Internal Substitution Pay.....9

 7.5 Definition of Gross Compensation9

 7.6 Insurance and Flexible Benefit Plan10

 7.7 Compensation and New Teacher Placement.....10

 7.8 Extracurricular Salary11

 7.9 Employee Pay Day11

 7.10 Part Time Teacher Parity11

 7.11 Planning and Preparation Time.....12

 7.12 Retirement Incentive12

ARTICLE 8 – Seniority In Reduction In Force	
8.1 Definition	13
8.2 Seniority List.....	14
ARTICLE 9 - Leaves	
9.1A Sick Leave.....	14
9.1B Sick Leave Bank	15
9.2 Personal Business and Emergency Leave.....	16
9.3 Bereavement Leave	16
9.4 Professional Leave	16
9.5 Maternity/Child Rearing Leave	17
9.6 Other Absences	18
ARTICLE 10 - Classified Employees	
10.1 Definitions.....	18
10.2 Work Day and Work Week	19
10.3 Vacations.....	19
10.4 Reduction in Force.....	20
10.5 Paid Holidays	21
10.6 Classified Employee Resignation	21
10.7 Severance Pay	21
10.8 Classified Employee Pay	22
10.9 Overtime	22
ARTICLE 11 - Discipline or Dismissal	
11.1 Procedure	22
11.2 Reprimand and Discipline.....	23
ARTICLE 12 - Effect of Agreement	
12.1 Complete Understanding	23
12.2 Contractual Amendments	23
12.3 Individual Contracts	23
12.4 Contract vs. Board Policy	23
12.5 Savings Clause	23
ARTICLE 13 - Duration of Agreement	
13.1 Duration of Agreement	24
APPENDIX A Classified Compensation	25
APPENDIX B Stipends.....	26

ARTICLE 1 - Recognition and Definition

This agreement is made and entered into between the Board of Education of Grass Lake School District No. 36 of Lake County, Illinois, hereinafter referred to as the “Board,” and the Grass Lake Education Association/IEA/NEA, hereinafter referred to as the “Association.”

The Board recognizes the Association as the sole and exclusive bargaining representative for regularly employed professional and non-professional personnel excluding: Managers, Supervisors, Confidential and short term employees as such exclusions are defined by the IELRA, including the Superintendent/Principal, Business Manager and Special Education Director. Lunchroom Supervisors are also excluded.

Certificated personnel shall be referred to as “Teachers” and non-certificated personnel shall be referred to as “**Educational Support Personnel” or ESP’s.**

ARTICLE 2 - Negotiation Procedures

2.1 Procedures. Negotiation meetings shall be held as necessary at times and places agreed to by both parties. If the mutually agreed upon time is during the work day of an Association team member, the member shall be granted release time from duties without loss of pay or benefits.

2.2 No Strike. The Association shall not strike during the duration of this Agreement.

ARTICLE 3 - Association Rights

3.1 Board Meetings - Notification

The President of the Association or his/her designee shall be given access to any regular or special meeting of the Board on the BoardDocs website which will provide the agenda or statement of purpose of such meeting, including documentation furnished the Board regarding such agenda or statement, within at least forty eight (48) hours prior to the scheduled time of such meeting or when such documents or notices are given to the BOE. The Board shall not be required to furnish documentation, which is properly the subject of executive session or otherwise deemed lawfully confidential.

3.2 Board of Education Agenda

Copies of Board agendas shall be furnished on the BoardDocs website at least forty eight (48) hours prior to each Board of Education meeting.

3.3 Board Minutes

Copies of all Board minutes (excluding executive session minutes) shall be available on BoardDocs within 48 hours of having been officially approved.

3.4 Board Policy

The policy manual shall be available electronically to all Association members. Such manual shall be periodically updated not later than thirty (30) calendar days following formal action by the Board regarding additions, deletions or modifications of Board Policy.

3.5 Monthly Meetings with School Board Representatives

From time to time, designated representatives of the Association may meet with the Superintendent or designee on a mutually agreeable date and time to discuss issues relating to the District and its programs. Also, upon 48 hour advance written request of the Association President, approximately thirty (30) minutes immediately prior to every regular board meeting shall be made available for Association representatives selected by the Association President to meet with designated members of the Board selected by the Board President to discuss issues relating to the District and its programs. The President of the Association and the President of the Board shall be one of the representatives selected by each respective party, if available. This provision shall not be construed to serve as a waiver of any Board management rights or Association collective bargaining rights. The Board may allow the Superintendent to attend such meetings as it deems appropriate provided that the Superintendent acts only as an advisor to the Board and does not actively participate in the discussions except with agreement between the parties.

3.6 Labor Management Relations Committee

The parties shall organize a Labor Management Relations Committee designed to serve as a vehicle for informal resolution of labor management concerns as such concerns may arise before, during or after the ratification of any collectively bargained agreements. By participating in committee discussions, neither party waives its right to engage in formal collective bargaining or to declare any issue non-negotiable within the meaning of the Illinois Educational Labor Relations Act as interpreted by IELRB rules, regulations or decisions or judicial interpretations thereof, unless such party expressly agrees to such waiver in writing.

Impact Bargaining

Items that the Association deems of sufficient import to be usually needing impact bargaining shall be so indicated in a meeting of the Labor Management Relations Committee called by the Association or agreed to by the two constituencies. Impact bargaining items decided upon need ratification by the Board and the Grass Lake Education Association.

Either the Grass Lake Association or the Board of Education may call a Labor Management Relations Committee meeting. Within a reasonable time after the call has been issued, each party shall provide the other party with a descriptive agenda which reviews the items to be discussed at the meeting. A meeting shall be scheduled as soon as possible following the call for a meeting, at a time and place mutually agreeable to the parties.

Without any compromise to the grievance procedure, the Labor Management Relations Committee may attempt to mediate grievances brought before it by an employee or group of employees. When using the venue of the Labor Management Relations Committee, the usual time-frames of the grievance procedure shall be held in abeyance, providing the initiation of the appeal to the Labor Management Relations Committee has been made in a timely manner and in writing, according to contract specifications relative to the event, or when the grievant(s) reasonably had knowledge of such event alleged as cause of any grievance. If mediation of a grievance (as defined by the collective bargaining agreement) fails, the Association reserves its right to process a timely filed grievance and to submit such grievance to binding grievance arbitration. If the parties agree, grievances may be processed directly to arbitration if the committee resolution process fails. No settlement offers of mediated grievances shall be admissible at any arbitration, but both parties are free to stipulate to any other facts or positions taken at the arbitration.

Process of the Committee

The committee shall be free to choose the best appropriate process for dealing with business, the level(s) of formality, and so forth.

Composition of the Committee

The committee shall consist of six members, three selected by the Board and three by the Grass Lake Education Association. Among those for the Board shall be the Superintendent and two Board members, one of whom shall have been a participant in the negotiations for the current contract. For the Association, the President shall be a member and one other person who participated in negotiations for the current contract. The remaining members shall be chosen by each relevant party from its constituency. Alternates from the constituencies shall be provided in the event a member cannot attend a scheduled meeting. Advisory resources may be used at meetings as each party deems necessary.

Scope and Purpose of the Committee

The items for committee business shall include, but not be limited to, the following subjects: grievances, proposals for contract modifications, points of contract interpretations, discussion of issues not covered by the contract and such other items considered necessary to a smooth regulation of matters affecting wages, hours or other terms and conditions of employment.

The purpose of the committee meeting(s) is to mediate any perceived difficulties of bargaining unit employees in the District and, if possible, to expedite solutions enforceable

with the mutual concurrence of the Board and Grass Lake Education Association. Each side retains its right to determine ratification, if any, of decisions and recommendations developed by the Labor Management Relations Committee. By mutual agreement these decisions may become binding and reflected in memoranda of understanding attached to the contract, provided such have majority acceptance by both sides.

The parties agree that the mere discussion of any items of concern by the Labor Management Relations Committee shall not render such items as mandatory subjects of bargaining nor as items subject to the grievance procedure.

3.7 Association Leave

Upon the written request of the Association President or designee, with the name of the employee, the date of the leave and the reason for the leave, submitted at least ten (10) school days in advance, the Board shall grant the Association up to four (4) days per school year, in the aggregate, to send its representatives to Association conferences and workshop, provided that one of the four days must be used by classified employee(s). The Association shall promptly reimburse the District for the cost of the substitute's pay. Employees using Association leave days shall not suffer loss of salary. Association leave days shall be taken in increments of not less than one-half days. The total number of Association Leave and Personal Leave days utilized on any day cannot exceed four (4).

ARTICLE 4 - Formal Evaluation of Employees

4.1 Certificated Personnel

Evaluation of teachers will be done with the objective of improving instructional performance. The formal evaluation shall be conducted in accordance with the rules and regulations established by the Illinois School Code and the State Board of Education. The implementation of District No. 36 evaluation plan shall be in compliance with such rules and regulations.

The District and Association will form an Evaluation Committee to continue the development and/or changes to the District Evaluation Plan. Each party will select their representatives for this committee. The evaluation plan will be provided to and reviewed with teachers during orientation at the beginning of each school year.

Days as used herein shall be defined as days on which the school business office is open.

Effective beginning September 1, 2020:

- a) Non-tenured teachers will be observed at least three times per school year, two of which must be formal observations.

- b) No formal observation will be more than the duration of the mutually agreed upon lesson.
- c) No formal observations will be performed during the first 2 weeks of school, one (1) week before or after Winter or Spring Break, unless mutually agreed between the teacher and the evaluator.
- d) Formal observations will be scheduled with no less than 5 days of notice unless the teacher agrees.
- e) No more than 5 days after any formal observation, a post-observation meeting between the evaluator and the teacher will be held to review the evaluator's findings in the formal observation.
- f) No more than 10 days after any post-observation meeting, the written observation report will be presented to the teacher.
- g) Tenured teachers whose last evaluation rating was "Needs Improvement" or "Unsatisfactory" will be observed at least three times in the school year immediately following such evaluation, of which two observations must be formal observations.
- h) Tenured teachers whose last evaluation rating was "Excellent" or "Proficient" will be observed two times per evaluation cycle, only one of which may be a formal observation unless a 2nd formal observation is mutually agreed between the teacher and the evaluator.
- i) Support Staff evaluations shall be held no less than 5 days prior to the last day of the school year.

4.2 Educational Support Personnel (ESP)

ESP employees shall be formally evaluated at least once a school year. Prior to adoption of the evaluation procedures, the Superintendent shall meet with the Association at reasonable times and places in a good faith effort to develop mutually agreeable procedures. In the event the parties are unable to reach agreement within forty-five days of initiating such meetings, the Board shall be permitted to unilaterally implement evaluation procedures.

4.3 Grievances

The procedural components of the employee evaluation plans shall be subject to review pursuant to the grievance procedure. Substantive components of the plans and evaluation content shall not be grievable.

ARTICLE 5 - Payroll Deduction for Credit Union or Dues

The Board shall withhold from the compensation of an employee payroll deductions for the Illinois Education Association Credit Union and/or Association dues subject to the following conditions and/or requirements:

- 5.1 The Board shall make deductions from the regular paychecks of each employee who submits a written authorization on a form specifying the credit union deduction amount and/or dues regularly and uniformly required by the Association. Such deductions shall be made in equal amounts from each paycheck during the school term and shall not vary in amount from paycheck to paycheck during any single school year.
- 5.2 All authorized deductions shall be remitted by the Board to the designated representative of the Association no later than ten (10) working days after the last payroll of the month.
- 5.3 An employee authorization shall remain in effect according to its terms, providing that it may be revoked in writing by giving 30 days written notice to the Board. Such authorization shall be deemed to be automatically revoked upon termination of employment. A dues authorization shall be effective the first pay date of each month provided such authorization is received by the Board business office no later than five (5) working days prior to the last pay day of the prior month.

The Association, in accepting such payroll deductions, agrees to hold the Board harmless for all actions taken pursuant to this section, provided the Board shall have complied therewith.

ARTICLE 6 - Grievance Procedure

6.1 Definition

A grievance is a claim by an employee(s) or the Association that there has been a violation, misinterpretation, or misapplication of the terms of this Agreement.

6.2 General Provisions

- A. An Employee shall not be subject to discipline or reprisal because of his/her participation in the grievance procedure.
- B. Each grievance may be withdrawn at any step without establishing a precedent.
- C. All time limits may be extended by written agreement of both parties.
- D. Hearings and conferences under this procedure shall be conducted at a mutually agreed upon time and place and after regular work hours, or during non-work time

of the personnel involved. When such hearings and conferences are held during work hours, all employees whose presence is required shall be excused, with pay, for that purpose.

- E. No Employee at any step of the grievance procedure shall be required to meet with the Administration or the Board without Association representation.
- F. All documents dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- G. Days as used herein shall be defined as days on which the school business office is open.

6.3 Procedure

The parties hereto acknowledge that it is usually most desirable for the Employee and the Employee's immediately involved supervisor to resolve problems through free and informal communications. When requested by the Employee, an Association representative may accompany the Employee to assist in the informal resolution of the grievance. If, however, such informal processes fail to satisfy the Employee and the Association, a grievance may be processed as follows:

Step 1: The Employee(s) or Association may present the grievance in writing to the immediately involved supervisor within 15 days of the occurrence of when the grievant shall have reasonably had knowledge of the event given rise to the grievance. The immediately involved supervisor shall arrange a meeting to discuss the grievance to be held within 15 days of the filing of the grievance. The immediately involved supervisor shall provide a written reply to the grievant and the Association, if the Association is not the grievant, no later than 15 days following the meeting, including reasons for decisions.

Step 2: If the Employee or Association is not satisfied with the disposition of the grievance at Step 1, or the time limits expire without the issuance of a written reply, the Employee or Association may submit a written appeal to the Superintendent within 10 days of the date of receipt of the Step 1 answer or the time limit expires without the issuance of the immediately involved supervisor's answer. The Superintendent shall arrange a meeting to discuss the grievance to be held within 10 days of receipt of the written appeal. The Superintendent shall provide a written reply to the grievant and the Association no later than 10 days following the meeting including the reasons for the decision.

Step 3: If the Employee or Association is not satisfied with the disposition of the grievance at Step 2, or the time limits expire without the issuance of a written reply, the Employee or Association may submit a written appeal to the Board of Education within 10 days of the date of receipt of the Step 2 answer or the time limit expires without the issuance of the immediately involved supervisor's answer. After receipt of the written appeal of the step 2 grievance the Board of Education shall arrange a meeting to discuss the grievance to be held at the next regularly scheduled meeting of the Board of Education. The Board of

Education shall provide a written reply to the grievant and the Association no later than the next regularly scheduled School Board meeting including the reasons for the decision.

Step 4: If the Association is not satisfied with the disposition of the grievance at Step 3, or if the time limit has expired without issuance of the Board of Education's written reply, the Association may submit the grievance to binding arbitration. The arbitrator may be selected utilizing the services of the American Arbitration Association which shall act as the administrator of the proceedings. The Board and the Association shall equally bear the cost of the arbitrator. The arbitrator shall not have the authority to alter, add to, or ignore the provisions of this agreement. If a written demand for arbitration is not filed within 10 days of the date for the Step 3 answer, the grievance shall be deemed withdrawn.

ARTICLE 7 - Working Conditions

7.1 School Year

The Superintendent will meet with a committee of the Association to solicit input on the tentative school calendar prior to presenting the calendar to the School Board.

The Board shall establish an annual school calendar which provides for no less than the minimum number of student attendance days, institute days and emergency days required by law. If the emergency days are unused, they shall not become employee work days.

7.2 Work Day

For the purpose of this section the start time of 7:40 A.M. means that employees are in the building, preparing to work with students. At 7:45am the teacher will assume responsibility for students.

The work day shall be from 7:40 a.m. to 3:15 p.m. except for additional teacher responsibilities scheduled outside the work day which are common practice in the district including but not limited to such examples as open house, curriculum night, faculty meetings and two parent teacher conferences, noting that the second parent teacher conference is by parent or teacher request, when needed. The District will consult with the union regarding when to schedule these days. Student contact will not begin before 7:45 a.m. Scheduled student instructional time will be determined considering input from the scheduling committee. In the event morning recess is scheduled for primary students, primary teachers shall be responsible for supervising such recess on a rotational basis at no additional compensation. Teachers shall not be scheduled to supervise lunch recess or before or after school recess unless mutually agreed upon between the administration and teacher. In such event the teacher shall be compensated at the rate of \$30.00 per hour (prorated in ¼ increments).

7.3 Tuition Reimbursement

All employees shall be reimbursed for all expenses for job related courses or workshops which enhance professional growth in an amount not to exceed \$3,000 per year. Such compensation shall be made for courses or workshops preapproved by the administration. In the case of course work, reimbursement shall be granted if the course work was taken at an accredited school and a grade of B or better was attained. The cost of one preapproved workshop per employee per year shall be paid for by the Board in addition to the allotted reimbursement amounts noted above in this paragraph. The Board will also pay for the cost of any workshop it requires an employee to take. If the professional development is offered on Saturdays (such as “Super Saturdays”) or in the summer, teachers will be highly encouraged to attend. If the professional development is on Saturday or in the summer, teachers will be paid a per diem for time in class based upon the salary for a teacher with a BA and no experience. Saturday training will be scheduled no less than 45 days in advance and summer training will be scheduled no less than 90 day in advance.

A request for reimbursement for preapproved courses or workshops form must accompany official transcript or other proof of completion for reimbursement, as well as proof of payment made by the employee.

Each employee receiving tuition reimbursement for a school year may not resign (other than to avoid non-renewal) during the following school year without repaying the tuition reimbursement received. Example: employee receiving \$3,000 as tuition reimbursement for courses taken in the 2020 -2021 school year may not resign during the 2021 – 2022 school year without repaying the \$3,000. Each employee receiving tuition reimbursement agrees to payroll deduction should repayment become due.

7.4 Internal Substitution Pay

If a teacher is required to use his/her planning time to teach the class of another teacher who is absent from school, at a meeting, or working on state mandated programs, the teacher is entitled to internal substitution pay for the lost planning time. Reimbursement is at the rate of \$30.00 per 60 minute class period (said rate shall be prorated in 1/4-hour increments). Teacher’s aides who possess a teaching certificate and are approved by the Substitute Coordinator to perform instructional duties during a teacher’s absence shall, in lieu of their standard hourly rate, be entitled to internal substitution pay at the rate of \$30.00 per 60 minute class period, pro-rated in 1/4-hour increments. This section shall not apply in the event special services are discontinued, including but not limited to art and music.

7.5 Definition of Gross Compensation

The gross compensation figure on the salary schedule equals salary plus the employee’s contribution to retirement. This figure does not include any monies for insurance or extra duties.

7.6 Insurance and Flexible Benefit Plan

For the 2020-2024 school years the Board will pay 100% per employee for the individual medical insurance premium for the BCBS Options or BCBS HMO, 80% of the PPO 750 or 75% of the PPO 250 and the \$10,000 term life insurance premium. Part-time employees (30 hours or more classified employees and 75% or more teaching employees) shall receive the same insurance benefits as full time employees, except that the Board contribution shall be a prorated portion of the above amount based on the percentage of employment.

The Board shall agree to establish a qualified flexible benefit plan for the purpose of tax sheltering insurance premiums, unreimbursed health related expenses and child care expenses. The Board shall pay the initial cost of establishing the plan. Participating employees shall pay the monthly participation fee.

An Insurance Review Committee shall be established comprised of two teachers, the Superintendent and the Business Manager. The purpose of the Committee shall be to review and monitor the District's health insurance plan and to report to the Board.

7.7 Compensation and New Teacher Placement

During the term of this agreement, each Teacher and registered nurse will be paid as follows:

2020 - 2021: Each teacher will receive a 4.0% raise in salary over his or her 2019 – 2020 salary.

2021 - 2022: Each teacher will receive a 3.0% raise in salary over his or her 2020 – 2021 salary.

2022 - 2023: Each teacher will receive a 3.0% raise in salary over his or her 2021 - 2022 salary.

2023 - 2024: Each teacher will receive a 2.5% raise in salary over his or her 2022 – 2023 salary.

Starting with the 2020 – 2021 school year, each teacher who attains a BA+12, a BA+24, a Master's degree, a MA+12, a MA+24, MA+36 or a MA+48 or a second Master's degree will receive an educational advancement amount of \$1750 added to base salary.

The starting salary for a teacher with a BA and no experience will be \$40,000 for 2020-2021 and will increase by the same rate as proposed for teachers in 2021-2022 (3%), 2022-2023 (3%) and 2023-2024 (2.5%). Newly hired teachers will not be placed at a salary higher than a current

teacher with the same experience and education. If the Association and District do not agree on the salary placement, the Association shall have the right to grieve the salary placement.

The District will notify the Association of all new hires and salary placement.

During the term of this agreement, each ESP hourly wage will be increased as follows:

2020 - 2021: Each ESP will receive a 4.0% hourly wage increase over his or her 2019 – 2020 hourly wage.

2021 - 2022: Each ESP will receive a 3.0% hourly wage increase over his or her 2020 – 2021 hourly wage.

2022 - 2023: Each ESP will receive a 3.0% hourly wage increase over his or her 2021 - 2022 hourly wage.

2023 - 2024: Each ESP will receive a 2.5% hourly wage increase over his or her 2022 – 2023 hourly wage.

7.8 Extracurricular Salary

The teachers' extracurricular salary shall be as set forth in Appendix C, which is attached to and incorporated into this agreement. Such extracurricular positions shall be filled solely at the discretion of the Board. Either the Association or the administration may make recommendations to the Superintendent concerning the creation of a new extracurricular position. It is within the Superintendent's discretion whether to present such proposal to the Board for consideration. The creation of any new extracurricular position shall be in the sole discretion of the Board, subject to the rights of the parties to negotiate the salary of such new position.

7.9 Employee Pay Day

Employees shall be paid twice a month on the 15th and the last day of the month. Teachers and 12 month non-certified employees shall be paid ratably on a 12 month basis. School year non-certified employees shall be paid on a school year basis. Pay checks shall be made by direct deposit with all costs associated with direct deposit paid by the District.

7.10 Part-Time Teacher Parity

Any part-time teacher that is required to work a full day for which regularly employed full-time teachers are paid shall be paid for the full day based upon their individual placement on the salary schedule. Examples of the above include, but are not limited to: Opening day workshop, teacher institute days, all-day kindergarten screening and all-day parent conferences.

Any part-time teacher that is required to return to school to attend a staff meeting which would entail a split in their work day shall be paid \$16 for such attendance. An example of this is a morning part-time teacher returning for a 2:45 staff meeting.

7.11 Planning and Preparation Time

The Grass Lake School District No. 36 Board of Education realizes and acknowledges the importance of scheduled planning and preparation time for our certified teachers. The Board supports the idea for scheduling such times and recommends that when possible the administration incorporates this as part of the school day. The Board and the Association also realize that it may or may not always be possible to incorporate this time into the school day. The Board and the Association also realize that it may or may not always be possible to incorporate this time into the school day every day. The Board agrees to provide Pre-k to 8th grades with 2 class periods per day (For K-4 teachers a class period will be no less than 30 minutes). When the school has special events such as assemblies, early release days, and late start days, plan and prep time may be reduced or eliminated to accommodate the schedule. Additionally, it is the intention of the administration to schedule early release/late start each Wednesday during the school year so as to reduce the need for meetings during the time period from 2:45 – 3:15.

7.12 Retirement Incentive

A. Eligibility. To recognize the contributions of those employees who have provided long and effective service to the District, the Board agrees to provide a Retirement Incentive to Eligible employees. To be eligible for retirement incentives, the following conditions must be met:

1. For a teacher to be eligible for the Retirement Incentive, the teacher must be at least 55 years of age at the conclusion of his/her employment with the District and have been an employee of the District for at least 15 years.
2. For a classified employee to be eligible for the Retirement Incentive, the classified employee must be at least 55 years of age at the conclusion of his/her employment with the District and have been an employee of the District for at least 15 years.
3. The employee must submit an irrevocable letter of retirement to the Superintendent on or before September 30 of the school year in which benefits will begin under this program, and must not have received a salary increase in any of the three (3) years prior to payment of the retirement incentive that would cause the District to pay a penalty to TRS if the employee retires at any time after giving his/her notice (for example, a teacher that has earned more than a six percent (6%) increase in his/her salary in any of the three (3) years prior to the year in which the teacher would start receiving the salary increases under paragraph B, would not be eligible for this program.)

B. Retirement Incentive.

For those employees eligible to receive the Retirement Incentive, the employee shall remain “off-schedule” and receive a six percent (6%) increase in their salary over the prior year’s total TRS creditable earnings for a maximum of four (4) years. For the purposes of this section, salary shall include extra duty payments, fringe benefits, severance pay or any other raise derived from changes to the salary schedule due to collective bargaining. The Retirement Incentive will be paid in equal amounts as part of the employee’s regular method of salary payment.

The retirement incentives in this Section B will be paid out to those employees who submit an irrevocable letter of retirement by September 30, 2023 and first receive benefits no later than the 2024 – 2025 school year.

- C. Limitation.** The Retirement Incentive will be limited to three (3) employees per year. In the event more than three eligible employees request the Retirement Incentive, employees will be given preference on the basis of seniority with the District.

ARTICLE 8 – Seniority In Reduction In Force

8.1 Definition

Length of continuous service in the District as utilized in Section 24-12 of the *School Code* will be defined as follows:

- A. Years of continuous service as a teacher in the District; provided, however, that less than full-time teaching service shall be computed on a *pro rata* basis. Time on unpaid leaves of absence of ninety (90) consecutive employment days or more shall not be counted in determining seniority. Such unpaid leaves of absence approved by the Board will not constitute an interruption of teaching service, except that for purposes of counting a school term toward attainment of tenure, such a leave of absence by a non-tenured teacher will not count for such purpose unless the non-tenured teacher is employed as a full-time teacher and actually teaches or is otherwise present and participating in the District’s educational program for at least 120 days in that school year. Nothing herein shall be construed to grant tenure rights to any non-tenured teacher.
- B. If the total continuous service as a teacher with the District is equal between two (2) or more teachers, then seniority shall be determined by total teaching service with the District whether or not continuous (such service shall be computed in the manner described in Section 8.1(A) of this Section).
- C. If total teaching service with the District is equal between two (2) or more teachers as per paragraph B above, then seniority shall be determined by placement on the salary

schedule, *i.e.*, the teacher with the higher salary shall be deemed the most senior (or any other factor selected by the Board, such as hours of recognized education credit earned).

- D. If a tie remains after the application of the above procedures, the order of dismissal and/or recall will be decided by drawing lots.

8.2 Seniority List

Seventy-five calendar days before the end of each school year, the administration shall post a listing of the seniority rank of all teachers in the District. Each teacher shall have ten (10) employment days thereafter to file written objection to his/her ranking and shall detail the alleged specific error in the ranking. Failure to make such timely objection will be deemed an acceptance of the ranking, and the teacher cannot thereafter challenge his/her seniority for the school year. This seniority list is distinct from and in addition to the sequence of honorable dismissal list.

ARTICLE 9 - Leaves

9.1(A) Sick Leave

Each full-time employee shall be entitled to a total of 13 days' sick leave per school year without loss of pay. Each part-time employee who is scheduled to work at least 600 hours per year is entitled to 13 days' paid sick leave per school year, which days will be equivalent in hours to the part-time employee's regular daily hours. Each part-time employee who is scheduled to work less than 600 hours per year is entitled to a pro-rated number of paid sick leave days (based on a percentage of hours worked out of the total annual hours for a full-time employee in that position), which days will be equivalent in hours to the part-time employee's regular daily hours. Unused sick leave may accumulate to 300 days. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption or placement for adoption. The immediate family, for purposes of this section, shall include parents, spouse, children, sisters, brothers, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law and legal guardians. Said leave shall be prorated for part-time employees.

For purposes of this Section, "birth" shall include not only the actual birth but also any period of disability of the mother or child due to birth. However, "birth" shall not be interpreted to include a non-disability child-rearing leave. Child rearing leaves shall be available in accordance with the terms of Section 9.5 of this Agreement. The District reserves the right to obtain medical certification to substantiate a disability due to the birth.

For purposes of this Section, "adoption" and "placement for adoption" shall include only those activities reasonably related and appropriate to the process for adoption or placement for adoption, including travel time where necessary. The District reserves the right to

obtain documentation to substantiate the need for leave associated with adoption or placement for adoption.

9.1(B) Sick Leave Bank

All employees may contribute one day of sick leave to a common bank by September 15th of any school year. Employees who have exhausted their accumulated personal sick leave allowance will be able to make withdrawals from the common bank in accordance with the following:

1. To use the Sick Leave Bank, an employee must have contributed to the Sick Leave Bank for the year drawn upon; must have exhausted his/her own accumulated personal sick leave and have an official statement of illness from a physician of the ill person (employee's spouse, parent or child) filed with the Superintendent. As a condition of drawing from the Sick Leave Bank, the Board may require that an employee be examined by a physician selected and paid by the Board.
2. Employees can draw from the Sick Leave Bank after five (5) consecutive school days without pay.
3. Employees can draw from the Sick Leave Bank a maximum of twenty (20) days in any school year. If the illness carries over into the subsequent school year, employees must first deplete additional sick days awarded in the subsequent school year and undergo five (5) consecutive school days without pay before days could again be drawn from the Sick Bank.
4. In the event an employee is covered by long term disability benefits, the Sick Leave Bank may not be used.
5. Use of the Sick Leave Bank shall be limited to the catastrophic, serious, prolonged, acute and/or chronic illness of the employee, employee's spouse, parent or child. It is the intent of the parties to not permit use of the sick leave bank for ordinary illnesses such as the common cold, or any illness or disability resulting from medical procedures which could be safely deferred to vacation, recess or other non-school days or hours.
6. The Board shall not be required to contribute sick leave days to the Sick Leave Bank.
7. The Sick Leave Bank shall not exceed 195 of accumulated sick days at any given time:
8. A committee composed of two Association members appointed by the President, two Board members and the Superintendent shall administer the Sick Leave Bank.

9. Sick leave days from the bank not carried forward and not used shall accumulate in a separate account and when that account is equal to the number of employees contributing, each teacher shall be refunded one sick leave day to be added to his or her personal accumulated sick leave.
10. The sick leave bank may be terminated by mutual written agreement. If terminated, all remaining leave days will be divided equally among the participants.

9.2 Personal Business and Emergency Leave

Each full-time employee shall be entitled to two days of personal business or emergency leave without loss of pay. Written notification shall be made to the Superintendent or designee at least five (5) employment days prior to the desired onset of such leave provided that in an emergency such notification may be made at a later time. Such leave shall not be granted during the first ten (10) or last ten (10) employment days of the school year or on the first employment day immediately preceding or following a school vacation, holiday or recess period, provided that this restriction shall not apply to recognized religious holidays or for emergencies. Personal business leave for a proper purpose shall not be available for purposes of recreation, travel, to accompany family member on a trip, activity which results in compensation to the teacher or during a work stoppage of any kind. Furthermore, no more than two (2) employees may be granted leave on a single day except in case of emergency. Up to two (2) personal days per year may be: (a) rolled into the employee's accumulated sick leave, unless the employee has already reached the maximum number of accumulated sick leave days, (b) rolled over as personal days for the following school year, up to a maximum of three (3) personal days in any given fiscal year, or (c) rolled over as a combination of sick and personal days.

9.3 Bereavement Leave

Each employee shall be entitled to three (3) days per school year, with pay, to attend the visitation and/or services for any death in the immediate family. Immediate family shall include spouse, child, father, mother, other members of the family living in the same household with the employee, grandparents, grandchild, in-laws, sister or brother. Additional days may be granted for extenuating reasons by the Superintendent.

Each employee shall be entitled to one (1) day per school year for a close friend or relative not in the immediate family.

Bereavement leave shall not be accumulative.

9.4 Professional Leave

Employees may be granted leave to attend conferences, workshops, seminars or other professional programs/meetings with approval from the Superintendent or designee. This leave shall not count against sick leave or personal leave.

9.5 Maternity/Child Rearing Leave

A non-professional employee or tenured teacher shall be entitled to maternity/child rearing leave without pay or other benefits subject to the following conditions:

- A. Application for leave shall be made in writing at least one hundred and twenty (120) calendar days prior to the anticipated birth of the child. Said application shall include a written statement from the obstetrician or physician indicating the expected date of delivery or, if not yet known, as soon as possible.
- B. After consultation with the employee, the Superintendent or designee shall prepare a plan for the commencement and termination of such leave, taking into consideration maintenance of continuity of instruction or services and medical factors to the maximum possible degree, and the time factors related thereto. The leave shall not exceed the balance of the school term in which it commences and one additional school term. Such leave shall commence on the date agreed to by the Superintendent or designee and the employee. Such leaves which commence during the summer recess shall begin no later than July 1st. In the event the employee is unable to perform his/her duties due to disability related to pregnancy, he/she may elect to commence on the leave immediately or to use any accumulated sick leave until sick leave is exhausted or until the commencement of the leave, whichever shall first occur.
- C. Sick leave shall not be applicable during the maternity/child-rearing leave period that follows any otherwise-applicable paid leave for birth or adoption under Section 9.1. Any accumulated sick leave available at the commencement of the maternity/child-rearing leave shall be available to the employee upon return to employment in the district.
- D. With the consent of the carrier, eligible employees may maintain insurance benefits by making timely payments of all payments which may be due to the District's business office or elsewhere pursuant to its direction.
- E. Any school year employee granted maternity/child rearing leave who has completed one semester or more of the school term at commencement of such leave shall be considered to have completed a full year for purpose of salary advancement consideration. For purposes of this provision, full year employees shall be required to have completed six months or more of the calendar year.
- F. If an employee is granted the maternity/child rearing leave of eight (8) calendar months or more, as a condition thereof, he/she shall advise the Superintendent or designee in writing no later than February 15th, prior to the termination of such leave, that he/she intends to return to employment. Failure to timely advise the Superintendent or designee of intent to return as required above shall be treated as a voluntary election not to return to employment and as a resignation from the District.

- G. Any such employee desiring adoption leave as a result of becoming an adoptive parent shall notify the Superintendent or designee, in writing, upon the initiation of such adoption proceeding. Leave shall be granted by the Superintendent upon satisfactory written notice to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying employee to keep the Superintendent or designee informed on the status of the proceedings and, as soon as known, the expected date of the delivery of the child.
- H. A maternity/child rearing leave may be granted to a nontenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenure teacher. The granting of maternity leave to any nontenured teacher shall not constitute a precedent for the granting or withholding of leave to any other nontenured teacher. Each request shall be judged on its own merits and shall be within the sole discretion of the Board. Additional conditions or restrictions may be established for any such leave, provided nothing herein shall be construed as requiring any nontenured teacher to apply for such leave or to accept the conditions established.

9.6 Other Absences

Other unpaid leaves of absences may be granted by the Superintendent up to a maximum period of one week subject to renewal at his/her discretion. The employee shall make application to the Superintendent immediately to be excused on any such absence.

ARTICLE 10 - Classified Employees

10.1 Definitions:

- A. A full-time, full-year classified employee is one who regularly works 12 months per year and the work day prescribed by Section 2 of this Article.
- B. A full-time, school-year classified employee is one who regularly works less than 12 months but at least one hundred and seventy-five (175) days, and the work day prescribed by Section 2 of this Article.
- C. A part-time classified employee is one who regularly works less than the work day or the work week prescribed by Section 2 of this Article.
- E. A work week is defined as Monday through and including Friday, except in cases of maintenance/groundskeeper call back, special school events or other special occasions.

10.2 Work Day and Work Week

A. Full-Time/School Year

A work day for a full-time school year classified employee shall consist of at least 7 hours per day (a 35 hour week). This time shall include one 15 minute morning break with scheduling to be arranged with the Superintendent or designee. Such employees shall be allowed at least an additional 30 minutes for an unpaid lunch period.

B. Full-Time/Full-Year

A work day for full-time, full-year employees shall consist of eight (8) hours (a 40-hour work week). Work day shall include a 15 minute morning break with scheduling to be arranged with the Superintendent or designee. Such employees shall be allowed at least an additional 30 minutes for an unpaid lunch period.

C. Summer Hours

During the summer break when teachers are not in session, a work week for all full-time employees may be modified to four 10-hour days. Should the District decide to implement a four 10-hour days schedule during the summer break when teachers are not in session, all affected employees will be given no less than thirty (30) calendar days' notice prior to implementation.

10.3 Vacations

Full-time, full-year employees shall be granted vacation in accordance with the following schedule:

Years

Year 1*	...	1 Week
2 through 6	...	2 Weeks
7 or more	...	3 Weeks

Years shall be determined as of the employee's first day of work.

* (First year employees must work six months before vacation time shall be available for use. If as a result of the six month period an employee is unable to take a vacation during his/her first year, such vacation shall be allowed to accumulate to Year 2.)

Employees shall take their vacations after meeting with the Superintendent or designee and the employee's immediate supervisor to determine a satisfactory time for all parties. Nothing herein shall preclude an employee from being able to take a maximum of two weeks' vacation, if earned, at one time during the summer period, except that an employee

may not be allowed to use vacation time during the two weeks immediately following the end of a school year or the two weeks immediately preceding the start of a school year if the Superintendent determines that emergency needs of the District require that employee's continued presence at his/her job. Vacation time shall not accumulate from year to year.

10.4 Reduction in Force

If a classified employee is removed or dismissed or the hours he or she works are reduced as a result of a decision of the school to decrease the number of classified employees employed by the Board or to discontinue some particular type of classified service, written notice shall be given to said employee at least thirty (30) days before the employee is removed or dismissed or the hours he or she works are reduced. However, if a reduction in hours is due to an unforeseen reduction in the student population, then the written notice will be given to the employee at least five (5) days before the hours are reduced. Failure to provide such notice shall cause such employee to be re-employed for the following school year. In the event of such dismissal, the sequence of such dismissal shall be based on seniority as defined below.

Nothing in this section shall impair the right of the school board to dismiss a classified employee at any time for reason other than reduction in force.

If the Board has any categorical vacancies within one calendar year from the beginning of the school term immediately following such reduction in force, the positions within the category thereby becoming available shall be tendered to the employees so removed or dismissed from said category, or any other category of position based on seniority so far as they are qualified to hold such position. Notice of recall shall be sent to the employee's last known address unless notified otherwise in writing. Failure to accept a recall position within fourteen (14) calendar days of receipt of notice of recall shall be deemed a waiver of any and/or all recall rights.

The categories of positions for purposes of seniority and layoffs are as follows:

1. Teaching Assistants/Paraprofessionals
2. Maintenance/Groundskeeper

Seniority shall be defined as the length of full-time continuing service within a category of position in the District. Seniority shall not be interrupted by approved Board Leave, but time on unpaid leave of absence of ninety (90) consecutive days or more shall not count toward the accrual of seniority. Accumulation of Seniority shall begin from the employee's first day of full-time service within a category of position. In the event that more than one individual employee began services within a category of position on the same date, seniority shall be determined by length of continuing service within the District. In the event that more than one individual employee has the same date of hire, position on the seniority list shall be determined by drawing lots. Categories of position shall be established by the District and when needed, shall be updated periodically.

10.5 Paid Holidays

Paid holidays are days set aside on the calendar on which the employees are not required to work but for which they receive work credit and are paid the regular rate of pay. Full-time/12-month employees shall be paid for legal holidays which occur during a work week (except Christmas Day or New Year's Day when employees are granted either the Monday or Friday off either before or after the holiday), provided such holidays are designated as non-working, legal school holidays in accordance with the Illinois *School Code*.

Legal school holidays shall be those days designated as non-working, non-student attendance days in accordance with the Illinois *School Code* and shall not include mere commemorative holidays.

Full-time, school-year classified employees and part-time classified employees defined as those classified employees working at least twenty (20) hours per week, shall receive regular rate of pay for legal school holidays as follows: day after Thanksgiving, Christmas Eve, and Christmas Day (or when employees are granted the Monday or Friday either before or after Christmas Day if it falls on a weekend); New Year's Eve and New Year's day (or when employees are granted the Monday or Friday either before or after New Year's Day if it falls on a weekend), Memorial Day, Labor Day, and Columbus Day; Pulaski Day, Martin Luther King Day and President's Day. Eligible part-time employees shall receive the holiday pay pro-rated.

If the Board, in preparing the yearly calendar, determines to schedule one of the holidays listed in this paragraph as a school day, the classified employees eligible for that holiday are required to work on that school day, but will be given an alternate day off as approved by the Superintendent or his/her designee.

10.6 Classified Employee Resignation

Any employee desiring to resign his/her position shall make such notice in writing to the Superintendent, stating the time the resignation shall be effective. Ample notice shall be given in order that the vacancy created may be filled by a well-qualified person. Ample notice shall generally be considered to be two weeks prior to desired date of resignation.

Pro-Rata Vacation Pay

An employee who resigns or whose employment is otherwise terminated shall be paid for any accumulated unused vacation days as per Section 10.3.

10.7 Severance Pay

All employees who retire, or whose employment is terminated due to a reduction in force from the District with at least five (5) years of service shall be entitled to \$50.00 per year for each year of service, not to exceed \$500.00. Payment shall be made in one lump sum by June 30th of the final school year. In the event of reduction in force, any employee

satisfying the condition of this provision shall be eligible for payment only if not recalled by September 15th of the year following the recall period. In such case, payment shall be made in one lump sum on or before the close of business on September 15th.

10.8 Classified Employee Pay

Classified employees shall be paid pursuant to Appendix B.

10.9 Overtime

Classified employees who are required to work overtime shall be paid at a rate of one and one-half times the employee's regular rate of pay. Overtime means any time worked over 8 hours per day, unless the District decides to implement a four 10-hour days schedule during the summer break when teachers are not in session, in which case overtime means any time worked over 40 hours per week.

All time worked on weekends and/or legal school holidays shall be considered work time and shall be paid at a rate of one and one-half times the employee's regular rate of pay.

10.10 E-Learning Days

The District and the GLEA have agreed to the use of E-Learning days for teachers when necessary. The District has agreed to allow hourly employees to make up time they will lose because they do not work during E-Learning days. Hourly employees can elect to work teacher institute days, early release days or other days when they would normally not work. Neither party is waiving their right to negotiate applicable E-Learning day issues prior to implementation.

ARTICLE 11 - Discipline or Dismissal

11.1 Procedure

In the event of disciplining/dismissal of a classified employee for reasons other than reduction in force, said employee shall be entitled to:

- A. Written notice of discipline or dismissal stating the reason for said action;
- B. An opportunity to meet with his/her immediate supervisor and Superintendent to explain the employee's position with respect to said action;
- C. An opportunity to meet with the Board of Education to explain the employee's position with respect to said action;
- D. The right to be represented by the Association or other representative of his/her choosing in connection with any proceeding under this article.

11.2 Reprimand and Discipline

An employee may have present an Association representative when receiving an official reprimand or at a disciplinary conference.

ARTICLE 12 - Effect of Agreement

12.1 Complete Understanding

The terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties.

12.2 Contractual Amendments

This Agreement shall constitute a binding obligation of both the Board and the Association and for the duration hereof may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of these parties in written and signed amendment to this Agreement.

12.3 Individual Contracts

Any individual contract between the Board and an individual eligible for membership in the Association heretofore executed shall be subject to and consistent with the terms and conditions of this Agreement. Any individual contract hereafter executed shall be expressly made subject to and consistent with the terms and conditions of this or subsequent agreements to be executed by the parties. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

12.4 Contract vs. Board Policy

This Agreement shall supersede and have precedence over any rules, regulations, or practices of the Board which shall be contrary to or inconsistent with its terms.

12.5 Savings Clause

If any provision of this Agreement or any application of this Agreement to any Bargaining Unit Member(s) is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions or applications shall be continued in full force and effect.

ARTICLE 13 - Duration of Agreement

13.1 Duration of Agreement

This Agreement shall be effective on the first workday of the 2020 – 2021 school year and shall terminate at 11:59 p.m. on the day preceding the first day of the 2024 - 2025 school year.

GRASS LAKE EDUCATION ASSOCIATION

**BOARD OF EDUCATION
GRASS LAKE SCHOOL DISTRICT
NO. 36**

President

President

Date

Date

APPENDIX A

CLASSIFIED COMPENSATION

Compensation for classified employees, except for the registered nurse, shall increase by the following amounts:

2020 - 2021: Each ESP will receive a 4.0% hourly wage increase over his or her 2019 – 2020 hourly wage.

2021 - 2022: Each ESP will receive a 3.0% hourly wage increase over his or her 2020 – 2021 hourly wage.

2022 - 2023: Each ESP will receive a 3.0% hourly wage increase over his or her 2021 - 2022 hourly wage.

2023 - 2024: Each ESP will receive a 2.5% hourly wage increase over his or her 2022 – 2023 hourly wage.

The registered nurse shall move on the teachers’ salary schedule in the same manner as teachers.

<u>Job Title</u>	<u>Starting Salary Range</u>	<u>2020 – 2025</u>
Maintenance/Groundskeeper		\$20.50
Paraprofessional (Approved/Certificated)		\$14.50 – \$16.50
Lunch Coordinator		\$17.00
Office Assistance		\$17.00

Placement in the “Starting Salary Range” is determined by the Superintendent based upon education, experience, local economic and job market conditions.

APPENDIX B

STIPENDS

Stipends will be increased at a rate of 3.0% for the 2022-2023 school year and an additional 3.0% for the 2023-2024 school years only.

AV Club: \$950.00

NJHS: \$1700.00

Student Council: \$1700.00

Director: \$950.00

Environmental Club: \$850.00

Assistant Drama Director \$950.00

Chess: \$350.00

Spelling Bee: \$350.00

Teacher Mentoring: \$1000.00 / Mentee

Drama Director: \$1700.00

8th Grade Dance Supervisor \$250.00/person Maximum of 2 people

Athletic Director: \$3500.00

Coaches:

Boys Basketball - \$3000.00

Girls Basketball - \$3000.00

Track - \$3000.00

Soccer - \$3000.00

Cheerleading- \$3000.00

Girls Volleyball - \$3000.00

Cross Country - \$3000.00

Asst. Coach -Stipend equivalent to 50% of head coach stipend

Scorekeeper and Timekeeper - \$25.00

- All Stipend positions must be approved by Administration.
- If a member would like to introduce a new club, it must be approved by Administration.

- The Athletic Director and Superintendent will evaluate the performance of the coaches.
- A Scorekeeper and Timekeeper will be signed up for an entire season at a time.

Extracurricular/Curricular Stipends

Two categories of hourly rate compensation for work or duties, including supervisory, teaching and training for staff:

1. Supervisory work. \$30.00/hour
Includes intramural, Friday School detention and other student supervision which is non-academic in nature.
2. Teaching/Academic work. \$37.00/hour
Includes Academic work which produces a product, increases teaching knowledge at a professional level, or provides academic instruction for the students or teacher. Examples include but are not limited to: Before or after school tutoring and summer school teaching