# **AGREEMENT**

### between

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

### and

# GRASS LAKE EDUCATION ASSOCIATION IEA/NEA

2024 - 2025

2025 - 2026

2026 - 2027

2027 - 2028

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### **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**

- **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 workday 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.

# 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 August 1, 2024:

- 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 up to two times per evaluation cycle.
- 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 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.

- 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.
- 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:

<u>Step 1:</u> 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 workdays.

New hires to the district will be required to attend up to 3 days of orientation at no additional cost to the District.

In order to effectively begin and close out the year, the Nurse and Social Worker will work 5 days before school starts and 10 days after school ends and have 15 days pay added to their base salary. This is only added for this year (2024), and they will receive the same raise as others in 2024 and onward. This will be initially added to their annual salary based on the 2023-2024 salary.

### 7.2 Work Day

For the purpose of this section the start time of 7:40am 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 7:40am to 3:15pm 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 7:45am. 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 ½ 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 \$4,000 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 graduate degree program and a grade of B or better was attained. Teachers

may also take classes that count toward lane advancement from accredited schools that are not graduate level classes up to a maximum of 6 credit hours from a bachelors to a masters, and 6 credit hours from a masters to a doctorate. Also, approval may be granted for other reasons as deemed appropriate by the superintendent.

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 \$4,000 as tuition reimbursement for courses taken in the 2024 - 2025 school year may not resign during the 2025 - 2026 school year without repaying the \$4,000. 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 \$50.00 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 \$50.00 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 2024-2028 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 1000 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 childcare

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:

2024 - 2025: Each teacher will receive a 5.0% raise in salary over his or her 2023-2024 salary.

2025 - 2026: Each teacher will receive a 5.0% raise in salary over his or her 2024 - 2025 salary.

2026 - 2027: Each teacher will receive a 4.0% raise in salary over his or her 2025 - 2026 salary.

2027 - 2028: Each teacher will receive a 4.0% raise in salary over his or her 2026-2027 salary.

The Association and the District agreed to borrow 2% from 2025-2026, 1% from 2026-2027, and 1% from 2027-2028, for a total of 4%, and use this money to make adjustments (see Appendix C). This means that the raise for teachers will be 5% in 2024-2025 with an additional adjustment (see Appendix C) to bring them up to the average, 3% in 2025-2026, 3% in 2026-2027, and 3% in 2027-2028. This allows all of our teachers to be in the average range of comparable schools in our area. Paraprofessional raises will still be 5% in 2024-2025, 5% in 2025-2026, 4% in 2026-2027, and 4% in 2027-2028.

Starting with the 2024 – 2025 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 \$1850 added to base salary.

The starting salary for a teacher with a BA and no experience will be \$45,671. New teacher salary will increase by 1/2 of the negotiated rate for all subsequent years. 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. Teachers given a salary adjustment will also receive the same raises as other certified staff for all 4 years.

The District will notify the Association of all new hires and salary placement before making an offer to the new hire.

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

2024 - 2025: Each ESP will receive a 5.0% hourly wage increase over his or her 2023 - 2024 hourly wage.

2025 - 2026: Each ESP will receive a 5.0% hourly wage increase over his or her 2024 - 2025 hourly wage.

2026 - 2027: Each ESP will receive a 4.0% hourly wage increase over his or her 2025 - 2026 hourly wage.

2027 - 2028: Each ESP will receive a 4.0% hourly wage increase over his or her 2026 - 2027 hourly wage.

### 7.8 Extracurricular Salary

The teachers' extracurricular salary shall be as set forth in Appendix B, which is attached to and incorporated into this agreement. Such extracurricular positions shall be filled in the following manner:

- 1. The extracurricular position will be posted for a minimum of five (5) business days.
- 2. All internal staff members will be eligible to apply for the position.
- 3. Selection for those who will be interviewed will be based on the following criteria:
  - Years' experience in a similar role
  - Seniority
  - Special skills related to the extracurricular activity

In the event of equally qualified candidates, the most senior staff member will be awarded the position.

# 7.9 Employee Pay Day

Employees shall be paid twice a month on the 15<sup>th</sup> 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 workday 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 8<sup>th</sup> 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, 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 each Friday during the school year so as to reduce the need for meetings during the time period from 2:45 – 3:15pm.

#### 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.) Excluded from this condition are Nicole Sweeney and Deanna Denman as agreed upon in negotiations.

B. Retirement Incentive. For those employees eligible to receive the Retirement Incentive, the employee shall 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, 2027 and first receive benefits no later than the 2028 - 2029 school year.

C. Limitation. The Retirement Incentive will be limited to four (4) 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.

### 7.13 Attendance Incentive

The District values timely and consistent attendance of its employees as a means of minimizing disruption of services and avoiding unnecessary personnel costs. Therefore, the District shall provide a monthly attendance incentive of \$100 per month to any full-time employee who has perfect attendance (i.e., no sick, personal or docked pay) during each month of September, October, November, December, January, February, March, April, and May, for school-year employees, and all 10 months for 10-month employees, all 11 months for 11-month employees, and all 12 months for 12-month employees. The incentive shall be paid on a trimester basis.

# 7.14 Work Related Injury

Should the District's workers' compensation carrier determine that an employee has experienced a "compensable injury," which occurred due to an act of aggression committed by a Grass Lake student, the District shall provide full compensation for up to the first three (3) consecutive work days lost by the employee immediately following the incident resulting in the injury, so long as the first three (3) lost work days are not later determined to be compensable. The employee shall first use his/her own sick leave days, which shall be credited back to him/her if the first three (3) lost workdays are not later determined to be compensable. However, if the first three (3) days are later determined to be compensable, the District shall credit the sick leave days back to the employee and shall deduct the equivalent of three (3) paid sick leave days from the employee's future pay not to exceed a maximum of one (1) day per paycheck.

# 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 in his/her first eight (8) years. 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 in his/her first eight (8) years.

After eight (8) years of district service, each full-time employee shall be entitled to sick leave days at the following rate:

```
0 years – 8 years = 13 Sick Leave Days per school year
9 years – 15 years = 15 Sick Leave Days per school year
16 years and above = 18 Sick Leave Days per school year
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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.

There is no limit to the accumulation of unused sick leave.

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.

Each full-time employee may use up to 30 days of accumulated sick leave for the birth of his or her own child or for the adoption or placement for adoption of his or her own child. The use of sick leave for birth must occur within one year of the birth of the child. The use of sick leave for adoption or placement for adoption must occur within one year of the date of adoption or the date of placement for adoption. Employees seeking to use sick days for adoption or placement of adoption are required to provide the District with evidence that the formal adoption process is underway.

Employees using paid leave for the birth, adoption, or placement of adoption of a child under this section may not simultaneously access Section 9.5.

### 9.1(B) Sick Leave Bank

All employees may contribute one day of sick leave to a common bank by September 15<sup>th</sup> 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 incident, with pay, to attend the visitation and/or services for any death in the immediate family. Immediate family shall include spouse, child, stepchild, domestic partner, father, mother, stepparents, 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.

Employees may also use Bereavement Leave Days for reasons as defined by the Family Bereavement Leave Act ("FBLA"). The use of the three (3) paid days under this Section shall run concurrently with their FBLA leave and the employee may choose to run sick days concurrently with the remaining unpaid FBLA days.

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 Parental Leave

A non-professional employee or tenured teacher shall be entitled to parental 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 parental 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 parental 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 parental 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 parental 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 parental 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 parental 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 workday 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 workday for full-time, full-year employees shall consist of eight (8) hours (a 40-hour work week). Workday 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: Thanksgiving, 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, Juneteenth, 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 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 30<sup>th</sup> 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 15<sup>th</sup> 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.

All employees who retire from the District with at least fifteen (15) years of service shall be entitled to \$100.00 per year for each year of service with the District to be paid post-retirement.

### 10.8 Classified Employee Pay

Classified employees shall be paid pursuant to Appendix A.

#### 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

Co President

Date

This Agreement shall be effective on the first workday of the 2024 - 2025 school year and shall terminate at 11:59 p.m. on the day preceding the first day of the 2027 - 2028 school year.

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

President

Date

### APPENDIX A

#### CLASSIFIED COMPENSATION

Compensation for classified employees shall increase by the following amounts:

2024 - 2025: Each ESP will receive a 5.0% hourly wage increase over his or her 2023-2024 hourly wage.

2025 - 2026: Each ESP will receive a 5.0% hourly wage increase over his or her 2024 - 2025 hourly wage.

2026 - 2027: Each ESP will receive a 4.0% hourly wage increase over his or her 2025 - 2026 hourly wage.

2027 - 2028: Each ESP will receive a 4.0% hourly wage increase over his or her 2026 - 2027 hourly wage.

The registered nurse's wage increase will be the same as teachers.

Job Title	Starting Hourly Wage 2024 – 2029	
Paraprofessional with Certificate		
<ul> <li>with no education after H.S. Diploma</li> </ul>	\$17.00	
<ul> <li>with Associate degree</li> </ul>	\$19.00	
<ul> <li>with Bachelor's degree</li> </ul>	\$21.00	
Food Service		
• with no education after H.S. Diploma	\$18.00	
with Bachelor's degree	\$21.00	
Maintenance	\$25.00	
Internal Sub Pay	\$50.00	

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

# Wage Adjustments (beginning 2024-2025)

Employee A (Paraprofessional) – increased to \$18.00 Employee B (Food Service) – increased to \$20.50

# APPENDIX B

### **STIPENDS**

Stipends below will increase at a rate of 5.0% for the 2025-2026 school year and at a rate of 4.0% for the 2027-2028 school years only.

	Stipend
AV Club	\$1350
NJHS	\$1900
Student Council	\$1900
Environmental Club	\$ 925
Chess	\$ 375
Spelling Bee	\$ 375
Teacher Mentoring (per Mentee)	\$1100
Daily Video Announcements	\$2500
Drama Director	\$3000
Assistant Drama Director	\$2000
Stage Crew	\$1100
8 <sup>th</sup> Grade Event Coordinator	\$ 750
8 <sup>th</sup> Grade Event Support (per person)	\$ 400
Athletic Director	\$4200
Coaches:      Boys Basketball     Girls Basketball     Girls Volleyball     Track     Soccer     Cheerleading     Cross Country	\$3750 \$3750 \$3500 \$3200 \$3200 \$3200 \$3200
<ul> <li>Assistant Coaches</li> <li>Scorekeeper, Timekeeper, and Supervisor</li> </ul>	65% of head coach stipend \$30 per game

- 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 (or designee) will evaluate the performance of the coaches.
- A Scorekeeper and Timekeeper will be signed up for an entire season at a time.
- Additional support position may be requested by the Athletic Director from the Superintendent (or designee).

Extracurricular/Curricular Stipends

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

1. Supervisory work.

\$35.00/hour

Includes intramural, Friday School detention, and other student supervision which is non-academic in nature.

2. Teaching/Academic work. \$42.00/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.

# APPENDIX C

# **Teacher Salary Adjustments**

Teacher salary adjustments will be made for 2024-2025 prior to the 2024-2025 salary increase of 5%.