

AGREEMENT

between

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

and

GRASS LAKE EDUCATION ASSOCIATION IEA/NEA

2011-2012

2012-2013

2013-2014

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ARTICLE I - 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 “classified employees.”

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 written notice of any regular or special meeting of the Board together with a copy of the agenda or statement of purpose of such meeting, including documentation furnished the Board regarding such agenda or statement, within at least twenty-four hours prior to the scheduled time of such meeting. 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 posted in the Teachers’ lounge at least twenty-four (24) hours prior to each Board of Education meeting.

3.3 Board Minutes

Copies of all Board minutes (excluding executive session minutes) shall be posted near the mail boxes as soon as they have been officially approved.

3.4 Board Policy

A policy manual shall be placed in a location(s) which will make such manual readily available 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 Fair Share Agreement

1. Each bargaining unit member, as a condition of his/her employment, on or before thirty (30) days from the date of commencement of duties or the effective date of this Agreement whichever is later, shall join the Association or pay a fair share fee to the Association equivalent to the amount of dues uniformly required of members of the Association, including local, state and national dues.
2. In the event that the bargaining unit member does not pay his/her fair share fee directly to the Association by a certain date as established by the Association, the Board shall deduct the fair share fee from the wages of the non-member.
3. Such fee shall be paid to the Association by the Board no later than ten (10) days following deduction.
4. In the event of any legal action against the Employer brought in a court or administrative agency because of its compliance with this Article, the Association agrees to defend such action, at its own expense and through its own counsel, provided:
 - a) The Employer gives immediate notice of such action, in writing, to the Association and permit the Association intervention as a party if it so desires; and
 - b) The Employer gives full and complete cooperation to the Association and its counsel in securing and giving evidence, obtaining witnesses and making relevant information available at both trial and all appellate levels.
5. The Association agrees that in any action so defended, it will indemnify and hold harmless the Employer from any liability for damages and costs imposed by a final judgment of a court or administrative agency as a direct consequence of the Employer's non-negligent compliance with this Article.
6. The obligation to pay a fair share fee will not apply to any Employee who, on the basis of a bona fide religious tenet or teaching of a church or religious body of which such Employee is a member or a belief sincerely held with the strength of traditional religious views, objects to the payment of a fair share fee to the

Association. Upon proper substantiation and collection of the entire fee, the Association will make payment on behalf of the Employee to a mutually agreeable non-religious charitable organization as per Association policy and the Rules and Regulations of the Illinois Educational Labor Relations Board.

3.8 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.

Non-tenured teachers shall be observed for the purpose of evaluation a minimum of two class periods per year. The first observation shall take place no later than December 1 with the final observation by March 30, absent exceptional circumstances, or as otherwise agreed upon between the parties.

Tenured teachers will be formally observed for the purpose of evaluation a minimum of one class period every other year. The observation shall not take place during the month of December or after March 30, absent exceptional circumstances, or as otherwise agreed upon between the parties.

4.2 Non-certificated Personnel

Non-certified 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 such deductions are made.
- 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 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 information 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 Association is not satisfied with the disposition of the grievance at Step 2, or if the time limit has expired without issuance of the Superintendent'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 2 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 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

The work day shall be from 7:45 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, faculty meetings and parent teacher conferences. 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 \$16.00 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 \$1,500. 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 passing grade 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.

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.

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 \$16.00 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 \$16.00 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

The District shall pay the full individual medical and \$10,000 term life insurance premium for each year of this contract, in an amount not to exceed the amount paid for by the Board in the previous year increased by the percentage equal to the increase in the Consumer Price Index, All Urban (CPI-U), U.S., for the twelve month period ending in March of the respective year. 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 Grandfather Clause

Any employee who was receiving insurance benefits effective beginning the 1987/88 school year shall continue to receive such benefits notwithstanding the 30-hour/75% limitation referred to above.

If an employee elects not to participate in the District's insurance plan, the amount of \$3,000 shall be paid as additional compensation to the employee, provided, however, no employee hired after July 1, 1992 shall be afforded a cash option if he/she elects not to participate in the District's insurance plan.

In the event the Board decides to change insurance carriers, a joint Board/Association committee shall be formed to consider the matter and make recommendations to the respective parties.

7.8 Compensation and New Teacher Placement

Teachers and the registered nurse shall be compensated according to the Teacher Salary Schedule set forth in Appendix A. All newly hired teachers shall be placed no higher than Step E on the Salary Schedule based upon previous teaching experience. Placement into a specific column of the salary schedule is based upon educational degrees or credits and is not affected by this article.

For each year of this Agreement, each teacher and the registered nurse — excluding those receiving the retirement incentive in Section 7.13 of this Agreement — who may advance vertically on the salary schedule shall advance one step on the schedule and shall receive an additional payment of \$500, which shall be off the salary schedule and shall not be factored into the teacher's salary in a subsequent year. The \$500 shall be paid out over the course of the year, pro-rated over 26 pay periods and paid out with the regular payroll. Teachers who are unable to advance vertically on the schedule because there are no additional steps available within their lane shall receive an increase of \$750 per year over their previous year's salary in lieu of the \$500 additional payment noted above.

The classified employees' salary shall be as set forth in Appendix B. The Appendices are attached hereto and incorporated herein.

7.9 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.

7.10 Employee Pay Day

Employees shall be paid once every two weeks. 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.

7.11 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.

7.12 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.

7.13 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, 2013 and first receive benefits no later than the 2013-2014 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.

7.14 Eighth Grade Field Trip

In the event the Board, in its discretion, decides to sponsor an eighth grade class trip in any given year of this Contract that requires an overnight stay, a minimum of two junior high teachers will be required to attend as chaperones each year. Teachers will be selected to chaperone on a voluntary basis. In the event two teachers do not volunteer, the teachers will be selected on a rotational basis in reverse seniority order. Teachers will be compensated for their attendance on such overnight trip by receiving one day paid leave, which shall be taken in the last week of school.

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. Nothing herein shall be construed to grant seniority or 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

By February 1 of each school year, the administration shall post a listing of the seniority rank of all tenured 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.

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. 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 one hundred twenty (120) 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. All unused personal days shall be added to the employee's accumulated sick leave unless the employee has already reached the maximum number of accumulated sick leave 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 leave. Any accumulated sick leave available at the commencement of the 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, and provided the term of such leave shall not be considered in computing full time employment under Section 24-11 of the Illinois *School Code* for purposes of the continuous employment necessary to attain contractual continued service status. Upon the return from such leave, the teacher shall be considered to have commenced the first probationary year. 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 nontenure 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.
- D. 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. Maintenance/Groundskeeper

A work day for a full-time, full year maintenance/groundskeeper employee 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. Other Full-Time Work Week

A work week for all other full-time employees shall be at least 35 hours.

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 beginning two weeks after the school year and ending two weeks prior to the start of the next 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 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, who have been employed by the District for at least three consecutive years shall receive regular rate of pay for legal school holidays as follows: commencing in the fourth consecutive year shall be paid for Thanksgiving, day after Thanksgiving and Christmas Day (or when employees are granted the Monday or Friday either before or after Christmas Day if it falls on a weekend); for those who have been employed for at least four consecutive years, commencing in the fifth consecutive year shall also be paid for Memorial Day, Labor Day, and Columbus Day; and for those who have been employed for at least five consecutive years, commencing in the sixth consecutive year shall also be paid for Pulaski Day, Martin Luther King Day and President's Day. Eligible part-time employees shall receive the holiday pay pro-rated.

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 unused vacation days provided that the employee shall have been employed by School District 36 for at least one consecutive year.

10.7 Severance Pay

All employees who retire, resign, 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 more than 8 hours per day (Monday-Friday, weekends and/or legal school holidays) shall be paid at a rate of one and one-half times the employee's regular rate of pay.

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 2011-2012 school year and shall terminate at 11:59 p.m. on the day preceding the first day of the 2014-2015 school year.

GRASS LAKE EDUCATION ASSOCIATION

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

President

President

Date

Date

ATTEST:

ATTEST:

APPENDIX A

2011-2012, 2012-2013, and 2013-2014 SALARY SCHEDULE

CERTIFICATED STAFF

	BA	BA+12	BA+24	MA	MA+12	MA+24
A	33,289	34,623	35,951	37,283	38,751	39,829
B	34,252	35,625	36,991	38,360	39,829	41,055
C	35,270	36,681	38,090	39,501	41,055	42,523
D	36,658	38,123	39,587	41,055	42,523	43,993
E	38,123	39,587	41,055	42,523	43,993	45,458
F	39,587	41,055	42,523	43,993	45,458	46,924
G	41,055	42,523	43,993	45,458	46,924	48,390
H	42,523	43,993	45,458	46,924	48,390	49,856
I	43,993	45,458	46,924	48,390	49,856	51,322
J	45,458	46,924	48,390	49,856	51,322	52,791
K	46,924	48,390	49,856	51,322	52,791	54,256
L	48,390	49,856	51,322	52,791	54,256	55,720
M		51,322	52,791	54,256	55,720	57,188
N		52,791	54,256	55,720	57,188	58,654
O		54,256	55,720	57,188	58,654	60,123
P			57,188	58,654	60,123	61,592
Q			58,654	60,123	61,592	63,062

APPENDIX B

CLASSIFIED COMPENSATION

Compensation for classified employees, except for the registered nurse, for each year of the contract shall increase by \$0.24 per hour over the employees' previous year's compensation. 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>	
Maintenance/Groundskeeper	\$12.00	\$16.00
Paraprofessional (Approved/Certificated)	\$8.50	\$10.50
Registered Nurse	Placement on Teachers' Salary Schedule as determined by the Superintendent, with step placement based on experience as a Registered Nurse, and lane placement based upon educational degrees or credits, except no placement higher than Step E.	

These ranges will remain for the duration of the Agreement.

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

APPENDIX C

STIPENDS

Soccer	\$1,400
Girls' Basketball	\$1,400
Boys' Basketball	\$1,400
Track	\$800
Girls' Volleyball	\$1,400
Boys' Volleyball	\$1,400
Athletic Director*	\$250 per sport
Cheerleading	\$1,400
Chess	\$250
Year Book	\$575
Student Council	\$500
Assistant Coach*	\$850
Assistant Track Coach*	\$480
Drama:	
Director	\$650
Music Director	\$475
Tech Director	\$475

*The Athletic Director cannot also be a coach in the same school year. The need for an Assistant Coach for any sport shall be determined at the sole discretion of the Superintendent.

The Athletic Director will supply the Bookkeeper with a schedule of the last day of participation for each extra-curricular activity to assure payment within two (2) weeks of the completion of the activity.

The Athletic Director and Superintendent will evaluate the performance of the coaches.