MEMORANDUM OF UNDERSTANDING

TO: **Sandra Callahan,** SSSA President

FROM: Judy Hackett and Tim Thomas, Co-Interim Superintendents

DATE: October 24, 2024

SUBJECT: Employee Pay Schedules and Hourly Employee Long Term/Permanent Substitution

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The purpose of this memorandum is to memorialize the understanding reached between the Governing Board of the Special Education District of Lake County (SEDOL) ("Board" or "District") and the SEDOL Support Staff Association/IEA/NEA ("SSSA" or "Union") (collectively "the parties") concerning Longevity Pay and Long Term/Permanent Substitution pay outlined in Article XV of the 2023-2026 Collective Bargaining Agreement between the parties ("CBA or "Agreement").

Article XV of the CBA details the structure and substance of Salary and Fringe Benefits afforded to SEDOL Support Staff during the term of the Agreement. The parties wish to clarify Sections 15.2 and 15.14, in relevant part.

I. Employee Pay Schedules

Section 15.2 establishes hourly rate increases for each year of the 3-year CBA for each Track (Tracks 1-IV) and for Longevity, as well as salary and longevity increases for each year of the Agreement for salaried employees (OT/PT and COTA/PTA). For each year of the CBA the Agreement includes a separate pay and salary schedule, as the case may be, in Appendices B and C.

The parties agree that the Pay Schedule language in Sections 15.2.A. and 15.2.B is not accurately reflected in the Pay and Salary Schedules in Appendices B and C, and in some cases does not accurately reflect the agreement of the parties as it relates to longevity pay increases. First, the parties acknowledge that the Pay and Salary Schedules in Appendices B and C *incorrectly* include longevity pay as a "step" on the schedules. The parties also agree that longevity increases for both hourly and salaried employees should be calculated as a percentage increase based on the employee's prior year's salary, which is also consistent with past practice. More specifically, the parties have agreed to the following:

1. The Hourly Employee Pay Schedules for 2023-24, 2024-25, and 2025-26 as portrayed in Appendix B erroneously include a Longevity step as the final step on the Pay Schedules. This step does not reflect the correct longevity pay on any of the Pay Schedules and should not be considered.

2. The OT/PT and COTA/PTA Salary Schedules for 2023-24, 2024-25, and 2025-26 as portrayed in Appendix C erroneously include a Longevity step as the final step on the Salary Schedules. This step does not reflect the correct longevity pay on any of the Pay Schedules and should not be considered.

3. The Parties agree to remove the longevity step from each of the schedules in Appendices B and C.

4. Longevity pay for hourly employees shall instead follow the percentage increases noted in Section 15.2A, and at the bottom of the Hourly Employee Pay Schedule for each year of the Agreement in Appendix B.

5. Section 15.2B inadvertently does not include the Year 2+ Longevity pay increase that the parties agreed upon. The longevity pay increase for Year 2+ is accurately noted at the bottom of the Salary Schedules in Appendix C. This pay increase will be applied to employees in longevity Year 2+.

II. Hourly Employee Long Term/Permanent Substitution

The current language in Section 15.14.B. of the CBA states that if an employee with proper certification assumes a long-term/permanent substitute teaching position, he/she shall be granted an unpaid leave of absence for the remainder of the school term. The parties seek to amend this provision to the following:

> If an employee with proper certification assumes a long-term/permanent substitute teaching position as a teacher with SEDOL, the employee shall be compensated either at the Long Term Substitute Teacher rate in accordance with applicable Board policy or at the employee's regular daily rate of pay plus an additional $75.00, whichever is greater. Upon return from the long-term substitute teaching position, the employee will be returned to a similar position to which they held prior to the substitute teaching position. All benefits such as insurance, leaves, etc. shall remain in place during the long term subbing assignment in accordance with the current SSSA agreement.

This Memorandum of Understanding shall be implemented for the remainder of the 2023-2026 Collective Bargaining Agreement between the parties and shall expire at the end of its term.

Reviewed and agreed to this 24th day of October 2024, as a complete statement of the parties' understanding with respect to this mutual agreement.

Sandra Callahan

Sandra Callahan, SSA President

Judy Hackett, Co-Interim Superintendent
Tim Thomas, Co-Interim Superintendent