

**COLLECTIVE BARGAINING AGREEMENT  
BETWEEN THE  
BOARD OF EDUCATION OF  
GOWER SCHOOL DISTRICT 62  
DUPAGE COUNTY, ILLINOIS  
AND THE  
GOWER EDUCATION ASSOCIATION, IEA/NEA  
2018 – 2021  
WITH EXTENSION OF TERMS AND AMENDMENTS FOR  
2021 – 2024**



*"Children at their Best!"*

**Gower School District 62  
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## I. RECOGNITION

- A. **Bargaining Unit Recognition.** The BOARD OF EDUCATION of GOWER ELEMENTARY SCHOOL DISTRICT 62, DuPAGE COUNTY, ILLINOIS (hereinafter referred to as the “Board”) hereby recognizes the GOWER EDUCATION ASSOCIATION, IEA/NEA (hereinafter referred to as the “Association” or “GEA”), as the sole and exclusive bargaining agent for all regularly employed certificated employees except the Superintendent, other central office professional staff, building principals, teachers’ aides, substitutes (casual), part-time employees employed less than 50% full-time equivalency, confidential, managerial, and supervisory employees, and short-term employees (less than 90 calendar days).
- B. **Exclusive Representation.** The Board agrees not to negotiate with any employee organization for the above-described bargaining unit other than the Association for the duration of this Agreement, unless such employee organization is designated as the exclusive representative for such bargaining unit by the Illinois Educational Labor Relations Board.

## II. NEGOTIATIONS PROCEDURES

- A. **Commencement Date.** The Board and the Association shall meet and commence negotiations for a successor Agreement no later than March 1 of the year during which this Agreement expires.
- B. **Authority of Representatives.** Each party shall select its own representatives for purposes of negotiations for a successor Agreement. Such representatives shall have such power and authority as may be necessary to negotiate a successor Agreement on behalf of their respective principals, subject to the ratification and approval thereof.
- C. **Signed Agreements.** There shall be two (2) signed copies of any final Agreement. One (1) copy shall be retained by the Board and one (1) by the Association.
- D. **Provision of Agreement Copies.** Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be posted to the district website.

## III. BOARD RIGHTS

The Board retains and reserves the ultimate responsibility for proper management of the School District conferred upon and vested in it by the statutes and Constitutions of the State of Illinois and the United States. The exercise of the Board’s statutory and constitutional powers shall be subject to the provisions of law and the express terms of this Agreement. Such rights specifically include but are not limited to:

- A. To maintain executive management and administrative control of the School District and its properties and facilities and the professional activities of its employees as related to the conduct of school affairs.
- B. To hire, direct, assign, transfer and promote all employees and to determine the qualifications and the conditions for their continued employment, discipline, dismissal or demotion.
- C. To establish programs and courses of instruction, including special programs, to provide for athletic, recreational and social events for students, all as deemed necessary and advisable by the Board.
- D. To delegate authority through recognized administrative channels for the development and organization of the means and methods of instruction according to current written Board Policy or as the same may from time to time be amended, the selection of textbooks and other teaching materials, and the utilization of teaching aids of all kinds.
- E. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-classroom assignments.

## IV. ASSOCIATION RIGHTS

- A. **Notice and Agenda of Board Meetings.** The President of the Association or his/her designee shall be provided written notice of all regular and special meetings of the Board together with a copy of the agenda or statement of purpose when provided to Board members.
- B. **Copy of Board Materials and Minutes.** On the Monday prior to the Board of Education's regular meeting dates, an informational packet of Board backup materials will be provided to the Association, including appropriate informational materials relating to the agenda and monthly financial reports.
- C. **Access to Information.** Upon reasonable request of the Association, the Board agrees to furnish one (1) free copy of all available information as required by law and as related to Association responsibilities.
- D. **Announcements and Bulletin Boards.** Announcements of Association business may be read over the intercom system in each school building before and after the student day. The Association may post notices of its activities and matters of Association concern on teacher bulletin boards in the faculty rooms, at least one (1) of which shall be available in each building for such purpose.
- E. **Association Leave.** The Association President or his/her designee shall be granted four (4) days leave with pay per school year for attendance at Association-sponsored conventions, conferences and the like, provided that a qualified substitute is available and the Association reimburses the Board for the cost of the substitute for three (3) of such days within five (5) days of the leave. The Association officer shall submit a written request for the use of such leave at least one (1) week in advance.
- F. **Association/Board Meetings.** The Association and the Board may agree to meet at mutually convenient times and places to discuss subjects of mutual concern. The agenda for such meetings shall be agreed upon in advance. Before requesting to meet with the Board, the Association shall discuss the subject(s) of mutual concern with the Administration.
- G. **Use of District Mail, Buildings, and Equipment.** The Association may use teacher mail boxes and inter-school mail for communication to teachers. In the event any United States postal fees are assessed for the Association's use of inter-school mail, the Association shall pay any required postal costs and shall indemnify and hold the District harmless for fees and penalties that might be imposed for the failure to pay such costs.
- The Association may use school buildings for local Association meetings, provided that such meetings are scheduled through the building office for all meetings prior to 5:00 P.M. and the Superintendent for all meetings after 5:00 P.M. When special services are required, the Board may make a reasonable charge. It is agreed that such meetings shall not interfere with or interrupt normal school operations.
- The Association shall be permitted to use the District computers, e-mail, or duplicating equipment normally available to teachers, provided that such use shall not interfere with the District's use thereof, is subject to the District's Acceptable Use Policy, and provided further that the Association shall reimburse the District for the actual cost thereof.
- H. **Presence of Association Agents.** Duly authorized agents of the Association, upon notifying the school building office, may meet with teachers in school buildings during the duty free times of such members.
- I. **Notice of Waiver Application.** The Administration shall notify the Association President of its intent to apply for a waiver or modification of the *Illinois School Code* and its administrative rules and regulations as required by law.

## V. TEACHER RIGHTS

- A. **Cause for Loss of Pay.** No teacher shall suffer loss of pay as reflected in the salary schedule except in accordance with this Agreement or for other just cause. This does not apply to the loss of pay in connection with the dismissal of a teacher.
- B. **Representation.** Whenever any teacher is required to appear before the Board or the Administration concerning any matter which could adversely affect the continuation of that teacher's employment, or the salary or any increments pertaining thereto, the teacher shall be given prior notice of the reasons for such meeting or interview and shall be permitted to have a representative from the Association present for advice and representation during such meeting or interview. The Association and the District will work to accommodate the teacher's choice of Association representative.
- C. **Complaints.**
1. When any non-employee of the District has a complaint concerning any teacher, the Administration may request that the complaint be reduced to writing and signed by the complainant.
  2. The teacher shall be informed as to the nature of the written complaint by the Administration within five (5) school days of receiving the complaint, unless a longer period is warranted under the circumstances, such as the request of law enforcement or DCFS or because additional time is needed to investigate the complaint before bringing it to the attention of the teacher. Information regarding the complaint and the identification of the complainant may originate from an Administrator and/or the complainant and shared as allowable by law and/or outside agency request.
  3. Complainants should discuss said complaints in the following order: (a) teacher, (b) teacher and Principal, (c) Principal, (d) Superintendent, and (e) Board of Education. Complaints initiated out of the preferred sequence will be redirected to the appropriate level unless the complainant refuses to discuss the matter at the appropriate level or the Administration determines that the complaint should be discussed with the Administration.
  4. The teacher is permitted to attend and participate at a meeting with the complainant unless the complainant requests that the teacher not attend the meeting and as allowable by law and/or outside agency request.
  5. The teacher is permitted to have an administrative representative at a meeting with the complainant with the complainant's consent.
- D. **Personnel Records.**
1. A teacher may inspect his/her personnel records upon reasonable written request, excluding those portions or documents for which a teacher has no right of inspection pursuant to law. Personnel records under inspection may not be removed from the viewing area prescribed by the Superintendent or his/her designee.
  2. A teacher's personnel records shall be considered confidential and the contents thereof shall not be disclosed except as may be permitted or required under law. A teacher may give written consent to permit review of his/her file by a third-party.
  3. The Board may impose a reasonable fee for providing a copy of the personnel record, or any part thereof.

4. A copy of any material placed in the teacher's personnel file, which is not procured by the teacher, shall be provided to the teacher when placed in the file unless such material is not subject to the teacher's inspection pursuant to law. Provision of such materials to the teacher through the school mail or by U.S. mail shall be considered compliance with this paragraph.
5. If the teacher disagrees with any information contained in the personnel record and removal or correction of such information cannot be mutually agreed upon between the teacher and the Board or its designee, the teacher may submit a written statement explaining his/her position, which shall be attached to the disputed portion of the personnel record.

**E. Substitute Teachers.**

1. The Administration shall make a reasonable effort to secure a substitute teacher in the absence of a teacher. A teacher utilized as an internal substitute and incurring a reduction of his/her weekly preparation and planning time shall be compensated per Appendix B.

**F. Professional Development Committee.** The administration will meet and collaborate with representatives of the Association and the School Leadership Teams to develop and recommend topics for Institute Days, Early Release Days, and In-Service Days. The Committee's recommended topics for professional development events will be considered by the Superintendent when finalizing the agendas for these events.

**G. Curriculum.** Curriculum development and implementation is a collaborative process. Representative committees consisting of both teachers and administration will develop new curricula and educational programs. Committee recommendations will be presented to the Board for review and are subject to approval by the Board.

## **VI. TEACHER APPRAISAL**

The Board and the Association have jointly developed a Professional Appraisal System, which recognizes the importance of a procedure for assisting and appraising the progress and success of all teachers in the District. The purpose of the System includes the improvement of the quality of instruction and performance of teachers and the gathering of data and information, which assists in the evaluation of teachers.

It is the intent of the Board and the Association that the Professional Appraisal System's procedures for teacher observation (formal and informal) shall be incorporated herein as if they were fully set forth in this Agreement. However, neither the standards and criteria for performance nor the evaluative ratings of teachers are deemed incorporated into this Agreement and may not be the subject of any grievance or arbitration under Article XI of this Agreement. The Board and the Association expect that future changes in the Professional Appraisal System, and its procedures and forms, will be on-going and developed in a collaborative manner by the Board, the Administration, and the Association.

Nothing enumerated in the above Professional Appraisal System shall be construed to limit the authority of any administrator to appraise any teacher under his/her supervision.

At the start of each school term (i.e. the first day students are required to be in attendance), or in the case of teachers hired after the commencement of the school term, within the first thirty (30) days of employment, the building administrator or his/her designee shall give each teacher a copy (electronic or otherwise) of the Teacher Appraisal System and any other copies of relevant documents pertaining to the evaluation process (electronic or otherwise). Except in cases of emergencies, formal observations will not take place until the copies of relevant documents have been released.



## VII. ASSIGNMENTS, VACANCIES, TRANSFERS

### A. Assignments.

1. **Teacher Requests.** A teacher may request in writing to be assigned or not to be assigned to any position for which he/she is certified. Such requests shall be submitted to the Superintendent or his/her designee stating the reasons therefore.
2. **Notice of Tentative Assignment.** Teachers shall be notified in writing by May 15<sup>th</sup> of their tentative building and teaching assignments, including grade level and subject area for the coming year. The Superintendent or designated administrator shall hold a conference with the teacher prior to a change in the tentative assignment. Where a teacher is unavailable, such conference may be held after the change. A teacher shall be deemed unavailable for a conference prior to a change in tentative assignment if he/she fails to respond to a letter informing him/her of the impending change within fourteen (14) calendar days of mailing.

### B. Vacancies.

1. **Definition.** A vacancy occurs when a current bargaining unit position is vacated and a replacement is approved by the Board or an additional position is created by the Board.
2. **Posting of Vacancy Notice.** The Superintendent or his/her designee shall post a notice of vacancy in each building and within five (5) business days thereof. If appropriate, such notice shall be accompanied by a statement of minimum qualifications.
3. **Copies to Association and RIFed Teachers.** A copy of such notice shall be furnished to the Association President or his/her designee at the time of posting and a copy mailed to teachers with recall rights (as defined in the *Illinois School Code*) who request the same.
4. **Transfer to Vacant Position.** Teachers may request a transfer where a vacancy exists no later than ten (10) calendar days from posting. Such a request shall be in writing to the Superintendent. Upon written request by an internal candidate, the building principal where the vacancy exists will meet with the teacher to discuss the transfer request. First consideration shall be given to legally qualified internal candidates for vacancies over outside candidates. If an internal candidate is not awarded the transfer, he/she shall be notified in writing with a reasonably detailed explanation and/or appropriately detailed feedback.
5. **Summer Notice.** Teachers interested in vacancies that may become available during the summer months should periodically check the district website for the posting of positions.
6. **Temporary Filling of Vacancy.** Positions may be temporarily filled to avoid disruption of the educational program. When a vacancy is permanently filled, the aforementioned procedures shall be followed.
7. **Rights of Teachers on Leave or with Recall Rights.** The foregoing procedures contained in paragraph B.1 through B.6 shall not preclude the filling of a vacancy by a teacher returning from leave or by a teacher with recall rights.

C. **Involuntary Transfer.**

1. **Definition.** An involuntary transfer is defined as a change in position from one building to another, one grade level to another, or from one area of certification to another as may be required by the Administration.
2. **Meeting to Discuss Reasons.** In the event of an involuntary transfer, upon the request of the teacher, the principal and teacher shall meet and discuss the reasons for such transfers.
3. **Request for Vacancies List.** Teachers involuntarily transferred may request a list of current vacancies from the Superintendent or his/her designee.
4. **Involuntary Transfer Considerations and Notice.** Whenever possible, seniority will be a consideration in an involuntary transfer, with the teacher having the least seniority being transferred first; however, first consideration will be to choose a teacher who incorporates best practices. Any teacher involved in an involuntary transfer will be notified in writing with a reasonably detailed explanation for the decision.

## VIII. WORKING CONDITIONS

A. **Work Day and Work Hours.**

1. **Gower Middle Work Day.** The work day for full-time teachers shall not exceed seven (7) hours and forty-five (45) minutes at Gower Middle School. The teacher work day shall begin ten (10) minutes prior to the start of the student day and end ten (10) minutes after the end of the student day. Full-time teachers at Gower Middle shall be provided with two (2) periods for planning and preparation within the student day, one (1) of which shall be designated as grade-level team planning for classroom teachers. The Board and Association recognize that scheduling requirements may necessitate occasional exceptions to the above two (2) daily plan periods for some special area teachers, but understand that affected teachers shall receive equivalent planning time as other Gower Middle teachers over the course of a school year. A minimum of 25 minutes of additional planning and preparation time, per day, is required to meet the professional responsibilities of teachers and may take place on or off campus, and before or after the regularly scheduled teacher workday.
2. **Gower West Work Day.** The work day for full-time teachers shall not exceed seven (7) hours and forty-five (45) minutes. Full time teachers shall be provided a minimum of three (3) hours and fifty (50) minutes weekly of assigned preparation and planning time within the student day. The teacher work day shall begin thirty (30) minutes prior to the start of the student day and shall be designated as teacher planning and preparation time. The work day shall end after student dismissal. The planning and preparation time for teachers in the Early Childhood Program shall, at a minimum, be equivalent to that of other Gower West teachers, but because of the unique characteristics of the program, it may not necessarily be scheduled during the student day. A minimum of 25 minutes of additional planning and preparation time, per day, is required to meet the professional responsibilities of teachers and may take place on or off campus, and before or after the regularly scheduled teacher workday.
3. **District-Wide Teachers.** The normal work day for a full-time teacher with District-wide (K-4 and 5-8) responsibilities shall not exceed seven (7) hours and forty-five (45) minutes. Such teacher's normal weekly assignment shall include a weekly minimum of five (5) hours of preparation and planning time during the regular student day. A District-wide teacher shall follow the work day hours of the building where he/she begins the day. Teachers who are assigned to more than one school shall have their schedules arranged so that travel time does not infringe upon the traveling teacher's lunch or preparation period. The Board and Association understand that scheduling requirements may necessitate occasional exceptions to the above weekly planning time for some District-wide teachers, but recognize that affected teachers shall, over the course of the school year, receive an average of at least (5) hours of preparation and planning time during the teacher work day.

- B. Duty-Free Lunch.** All teachers shall be entitled to a duty-free uninterrupted lunch period as required under the *Illinois School Code*.
- C. Professional Responsibilities.** The teacher's normal workday shall be exclusive of professional assignments such as open houses, parent conferences, emergency parent conferences, staffings, and grade level music programs. All teachers shall attend their building's evening open house/curricular nights, and up to two (2) District-scheduled parent conference nights. In addition, teachers are expected to exercise good judgment in attending other evening activities involving their students, their building, or the District. Any change in the above would need to be mutually agreed upon by GEA and the Administration.
- The teacher's normal workday shall be exclusive of ten (10) before-school or after-school building faculty meetings scheduled at reasonable times by the Administration with an advance notice of twenty-four (24) hours. Faculty meetings shall normally not exceed one (1) hour in length. Teachers and staff should be notified in advance regarding any session expected to exceed these limitations. All teachers are required to attend faculty meetings except that part-time teachers shall attend such meetings as directed by their principals. If Part-time teachers are directed by their principals to attend activities on Institute and Early Dismissal Days on a day or at times at which they are not assigned to work, they shall be paid at their per diem rate for such attendance.
- D. Overload Assignments.** When necessary and at the discretion of the administration, teachers may be given an overload assignment.
- E. School Improvement Planning.** Four (4) days annually shall be used for school improvement planning. On these scheduled days, students will have a modified school day. Any additional school improvement planning or early release days shall be mutually agreed upon between the Board and Association.
- F. Student Supervision Responsibilities.** Teachers shall be available and may be assigned to supervise the classroom and school arrival and departure of students.
- G. Planning and Preparation Time Use.** Under normal circumstances, planning and preparation time shall be devoted to activities related to classroom instruction or similar professional employment-related responsibilities, but shall not be used for pecuniary profit or Association activities. Administrator participation, support, and evidence-based direction as needed shall be expected during planning and preparation time and as it relates to promoting teacher collaboration as it occurs at and between grade levels, around specific curricular interests and goals, and as aligned to district goals and priorities. If the formal assessment of teacher performance indicates a need for more effective planning and preparation, the Administration may direct the actual use of such planning and preparation time.
- H. Leaving a Building.** A teacher may leave the building during the normal work day only during his/her duty-free lunch and for school-related or other approved activities during planning periods. The teacher shall notify the school office when leaving the building and upon return.
- I. School Calendar.** Prior to March of each school year, the Administration will meet and consult with representatives of the Association to develop a proposed school calendar for the subsequent school year. The number of Association and administrative representatives shall not exceed four (4) for each group. A maximum of four (4) additional parent and community representatives may also assist in developing a proposed school calendar.
- J. School Closures.** When the schools are closed to students due to inclement weather or for any other emergency purpose, teachers shall not be required to report for duty.

## IX. TEACHER SENIORITY

- A. **Teacher Seniority.** Seniority for teachers shall be the length of continuous full-time service as a teacher in the District. Seniority shall be credited by years. A teacher employed part-time will accrue seniority on a pro-rated basis.

Continuous service for purposes of determining seniority shall not be deemed interrupted by any leave of absence. However, a teacher shall not be given any seniority credit for any year in which the teacher has not actively worked at least ninety (90) or more days of the school year (see Article XI.L.5).

If the years of continuous tenured service are equal between two (2) or more teachers, seniority shall be determined in the following ranked order:

1. Total teaching service with the District, whether or not continuous;
2. Placement on the salary schedule (i.e., the teacher with the highest horizontal position on the schedule shall be deemed the most senior);
3. Prior teaching experience outside of District 62; and
4. By coin toss, in consultation with the Association.

- B. **Teacher Seniority List.** A tentative seniority list that ranks all tenured teachers in the District in order of seniority shall be developed annually by no later than the close of business on February 1. A copy of the tentative seniority list (electronic or otherwise) shall be provided to the Association President and individual teachers for review.

The listing shall provide the following information for each teacher:

- (A) Name
- (B) Current position
- (C) Total years of service
- (D) Other qualifications for positions in the District

Teachers shall have no later than March 1<sup>st</sup> each year to file written objections with the Superintendent as to his/her seniority rank. The objection shall specify any alleged errors. Failure of the teacher to make a timely objection shall be deemed to be an acceptance of the seniority rank. Any further challenge to a teacher's listing is thereafter prohibited until the filing of the next seniority list.

## X. REDUCTION IN FORCE/RECALL

- A. **RIF Joint Committee.** Annually a reduction in force ("RIF") joint committee (the "RIF Joint Committee") shall convene by no later than December 1 to address the matters within its authority under Section 24-12 of *The Illinois School Code*. The RIF Joint Committee shall be composed of four (4) members, two (2) members to be appointed by the Superintendent and two (2) members to be appointed by the Association. The appointments shall be made by October 1 of each school year, with appointees serving from October 1 through the following September 30. Any agreements reached by the RIF Joint Committee must be approved by the affirmative vote of at least three (3) members. Any agreements reached by the RIF Joint Committee must have a clear termination date and shall be communicated to the Superintendent and to the Association on or before February 1 of the year in which RIF Notices are to be sent out.
- B. **RIF/Recall Procedures.** When the Board deems it necessary to undertake a RIF of teachers, the Superintendent or designee shall give the Association President written notice of such determination at least ten (10) calendar days before the Board takes final action on such reduction.

By no later than March 15 of each school year, the Superintendent or designee shall consult with the Association President to develop a list establishing the sequence of honorable dismissals in any RIF in accordance with the positions and the groupings as provided for in Section 24-12(b) of *The School Code*. The Superintendent or designee shall complete the list and provide the Association President and members of the RIF Joint Committee with a copy (electronic or otherwise) by no later than 75 calendar days before the end of the school term. Thereafter, the Superintendent or designee shall promptly inform the Association President of any changes in the list made between the time of consultation with the Association President and any RIF action taken by the Board, but in any event by no later than 45 calendar days before the end of the school term.

Teachers honorably dismissed as a result of a RIF shall have the right of recall as set forth in Section 24-12 of *The School Code*. To be eligible for recall, an honorably dismissed teacher must provide the Superintendent in writing, prior to the last day of the school term of dismissal, with the address where the teacher may be reached. The teacher must also notify the Superintendent in writing within fourteen (14) calendar days of the date of mailing of a recall offer sent by certified mail of the acceptance of any vacant position tendered to the teacher during the recall period. Failure to so notify the District of acceptance shall constitute rejection of the offer of employment. Any teacher who rejects an offer of a full-time vacant position shall be deemed to have waived his/her recall rights and will no longer be eligible for any other positions that become available within the recall period.

- C. **Seniority and RIF/Recall.** Where seniority is to be applied under Section 24-12 of *The School Code*, the criteria is outlined in Article IX of this Agreement.

Any recalled teacher shall retain his/her accrued rights and all accumulated seniority; however, any period after the honorable dismissal during which the teacher did not teach shall not be counted toward seniority.

## XI. LEAVES OF ABSENCE

- A. **Sick Leave.** Teachers shall be entitled to fifteen (15) days with pay during each school year. Unused sick days may accumulate without limit. Sick leave is to be interpreted to mean personal illness, quarantine at home, or serious illness or death in the immediate family or household in accordance with the law. Sick leave days may also be used for the birth, adoption, or placement for adoption for a period not to exceed forty-five (45) school days. Immediate family shall include parents, spouses, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, children-in-law, significant others residing in the household, and legal guardians.

In the event of a death in the extended family, sick leave may be used, not to exceed three (3) days. In the event that more than three (3) days are necessary, approval of the Superintendent or his/her designee must be received. Extended family shall include aunts, uncles, nieces, nephews, cousins, and grandparents-in-law.

- B. **Sick Leave Statement.** The Board shall furnish each teacher with a statement at the beginning of the school year setting forth the teacher's accumulated sick leave. Said information shall be provided on or along with the teacher's first wage statement/pay stub for the school year.

**C. Family and Medical Leave.**

1. Full-time teachers are eligible for medical and/or family leave in accordance with the provisions in the *Family and Medical Leave Act* (“FMLA”) of 1993 (i.e., any teacher who has been employed by the Board for at least 12 months and has worked at least 1,250 hours during the preceding 12 months). Such leave is unpaid unless accumulated sick leave or personal leave *is available* to the teacher for the reason for which FMLA leave is requested. *If available* such paid leave must be used *concurrently* with FMLA leave. The total FMLA leave cannot exceed twelve (12) weeks in any 12-month period, as calculated under the “rolling” 12-month period measured forward from the date a teacher uses any FMLA leave. A minimum of thirty (30) days written notice to the Superintendent is required before a foreseeable FMLA leave is to begin.
2. FMLA leave may be used for:
  - a. The birth and care of a newborn child, provided the leave is completed no later than twelve (12) months after the birth of the child;
  - b. The adoption or foster placement of a child taken and completed within the first year of placement;
  - c. The care of a teacher’s spouse, parent, or child with a serious health condition;
  - d. The treatment of a teacher’s own serious health condition that makes the teacher unable to perform the functions of the job; or
  - e. The impending call or order to active duty of a teacher’s spouse, son, daughter, or parent (active duty leave) or the care of a covered Service member who is a teacher’s spouse, son, daughter, or next of kin (Service member family leave), which may extend up to 26 work weeks.
  - f. Other reasons as provided for by law.
3. During FMLA leave, the Board shall maintain group health insurance coverage under the same conditions that would have been provided if the teacher was working. If a teacher does not return to work after an unpaid FMLA leave, the teacher shall repay the cost of health insurance premiums paid by the Board unless the teacher’s failure to return is due to (a) the continuation, recurrence, or onset of a serious health condition which would entitle the teacher to FMLA leave, or (b) other circumstances beyond the teacher’s control.
4. A teacher on FMLA leave may elect to reserve up to five (5) sick days for future use after the conclusion of the FMLA leave. Such days are not intended to extend the FMLA period.
5. Any eligible non-tenured teacher who takes a FMLA leave during a probationary year and who has taught at least 120 days in the school year shall not have the leave of absence deemed to be a break in service if the teacher returns the following school year.

**D. Temporary Disability.** A teacher who is absent because of personal illness shall be deemed temporarily disabled in accordance with the following:

<b>Years Employed in District</b>	<b>Period of Temporary Disability</b>
0 thru 1 year	A period of 30 consecutive school days, or 30 out of 45 consecutive school days.
2 thru 4 years	A period of 60 consecutive school days, or 60 out of 75 consecutive school days.
5 years and over	A period of 90 consecutive school days, or 90 out of 120 consecutive school days or, if later, the exhaustion of paid leave.

If a temporarily disabled teacher does not have sufficient accumulated sick leave, or sick leave bank days (Appendix C), or leave rights under the *Family and Medical Leave Act* to cover the duration of his/her absence, the Board shall grant the teacher an unpaid leave of absence for the period of temporary disability, but not to exceed the number of days shown above as calculated from the onset of the initial disability. In its sole discretion, the Board may also grant any teacher who is deemed permanently disabled (i.e., absent for more consecutive school days than allowed above) and whose accumulated sick leave has been exhausted an extended unpaid leave of absence in accordance with the terms and conditions applicable to all unpaid leaves as set forth in Article XI.K.5 and M of this Agreement. Pregnancy shall be treated as any other disability or incapacity for purposes of this provision.

- E. Work-Related Injury.** A teacher absent due to a work-related injury and receiving *Illinois Worker's Compensation Act* benefit payments shall receive full salary by using accumulated sick leave (i.e., 1/3 day for each day of absence) to make up the difference in pay between the worker's compensation benefits and the teacher's regular salary.
- F. Personal Leave.** The Board will grant three (3) paid days per year of leave to each full-time teacher, who must request such leave as directed, without statement of reasons, forty-eight (48) hours in advance except in cases of emergencies. Personal leave days shall not be used during the first five (5) student attendance days or the last five (5) student attendance days of the school year, the day before or following a school holiday or vacation period, on Teacher Institute or In-service Days, or in conjunction with sick leave except at the discretion of the building Principal, or Superintendent which shall be reserved for extraordinary circumstances. Such leave, if not used, shall accumulate as unused sick leave.

One (1) day, without penalty, shall be granted to a designated faculty member for the sole purpose of representing the District at the funeral services of a faculty member's spouse, child, parent, or legal ward.

- G. Conference and Visitations.** After application to and with the approval of the Principal and Superintendent, staff members may be released with full pay to attend conventions, professional meetings and workshops, visit exemplary programs, and participate in other professional growth activities. At the time of approval, the Superintendent or his representative shall indicate which expenses, if any, shall be provided by the District. After participation, a written report shall be submitted to the Superintendent or his representative summarizing the highlights of the activity. Staff members also are encouraged to share these activities with their colleagues.
- H. Jury Duty.** Any employee called for jury duty during working hours shall be paid his/her full salary for such time and suffer no loss of benefits or contractual advantage. Daily rates received for such duties shall be reimbursed to the District only for those working days when the employee was absent. Such reimbursement shall not include any compensation received for food or travel.
- I. Unauthorized Leave.** Unauthorized use(s) of paid leave may result in the loss of pay for such day(s).
- J. Absence Without Leave or Authorization (AWOL).** Employee absence without leave or authorization is considered misconduct that is detrimental to the district and may result in disciplinary consequences up to and including termination of employment.
- K. Extended Unpaid Leaves of Absence.** The Board, in its sole discretion, may grant a leave of absence without pay for the purposes specified herein below. All such leaves shall be subject to the general conditions set forth in Section M of this Article.
1. Exchange teaching programs in other states, territories, countries;
  2. Formal approved education programs designed to acquire additional course credit that is related to a teacher's current assignment as solely determined by the Superintendent;

3. Foreign, military or governmental sponsored programs;
4. Cultural travel or work programs related to professional activities;
5. Health and hardship;
6. In accordance with GEA Sick Bank as required (Appendix C);
7. Other good reasons.

**L. Parental Leaves.**

**1. Tenured Teachers**

A full-time tenured teacher shall be granted an extended parental leave, without pay or other benefits, subject to the following conditions and to the general conditions for unpaid leaves set forth in Section M of this Article:

Nothing in this Section shall be construed as requiring any teacher to apply for a parental leave. A teacher not eligible for or not desiring parental leave (1) may utilize accumulated sick leave during any period of disability related to her pregnancy and/or the delivery of the child, and/or (2) may exercise his/her rights under the federal *Family and Medical Leave Act*.

- a. A teacher who desires a parental leave shall request approval for such leave in accordance with Section M.1 of this Article. The effective dates of the leave shall be determined pursuant to Section M.3 below, but a parental leave shall begin no later than the birth of the child.
- b. Sick leave during the parental leave shall only be permitted where the teacher is physically/medically unable to perform her duties as a teacher. Any accumulated sick leave not utilized during the leave shall be available to the teacher upon return to employment in the District.
- c. Any teacher 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 proceedings. Leave shall be granted upon satisfactory written notification to the Superintendent or designee of the date the child is expected to be received. It shall be the responsibility of the applying teacher to keep the Superintendent or designee informed of the status of the proceedings and, as soon as known, the expected date of the receipt of the child. Adoption leave may only be used following the initial placement of a child with the teacher and shall be subject to all of the applicable notice and other requirements as set forth in this Section and Section M of this Article.

**2. Non-Tenured Teachers**

A parental leave may be granted to a non-tenured teacher under unusual circumstances by action of the Board, subject to all the conditions applicable to a tenured teacher, provided the term of such leave shall not be considered in computing full-time employment under Section 24-11 of *The School Code* for purposes of the continuous employment necessary to attain contractual continued service status (i.e., upon return from such leave, the teacher shall be considered to have commenced the first probationary year). If, however, a non-tenured teacher has taught at least 120 days in the school year in which he/she takes an approved parental leave, then, upon return to teaching in the following year, the teacher's absence shall not be considered a break in full-time employment and the teacher shall be credited with a full year of probationary service. If a non-tenured teacher returns from an approved parental leave that began in the summer following his/her fourth year of probationary service in the District, the teacher shall be considered to have commenced his/her first year of tenure.



The granting of parental leave to any non-tenured teacher shall not constitute a precedent for the granting or withholding of leave to any other non-tenured 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 non-tenured teacher to apply for such leave or accept the conditions established therefore.

**M. General Conditions for Extended Leaves of Absence.**

Unless otherwise set forth in this Article, any leave of absence afforded by the Board is subject to the following general terms and conditions.

1. **Time-Lines for Requesting Leaves.** Application for an unpaid leave, excepting leaves under the federal *Family and Medical Leave Act*, shall be made in writing to the Superintendent or designee at least one hundred and twenty (120) calendar days prior to the proposed start of the leave or, if the leave is for the following school year, by March 1 of the preceding year. An emergency request for an unpaid leave of absence may be submitted with as much advance notice as possible under the circumstances. The application shall indicate the requested starting and ending dates of the leave.
2. **Medical Substantiation.** Any request for a leave based upon personal medical reasons shall be accompanied by a physician's statement indicating the nature, anticipated extent, and duration of medical disability. Evidence from a qualified physician indicating the teacher's ability to perform all assigned teaching duties shall be submitted at least fourteen (14) calendar days prior to the return of any teacher on an unpaid leave for personal medical reasons.
3. **Structuring of Leave.** After consultation with the teacher, the Superintendent or designee shall prepare a plan for the commencement and termination of any leave of absence recommended for approval, taking into consideration, maintenance of continuity of instruction and medical factors to the maximum possible degree and the pertinent factors related thereto. An unpaid leave shall not exceed the balance of the school year in which it commences and one (1) additional school year, except as otherwise limited in this Article. Every effort shall be made to have such leave terminate immediately prior to the start of a new school term.
4. **Insurance Benefits.** With the express written consent of the carrier, and after the expiration of any insurance benefits for an unpaid leave afforded under the federal *Family and Medical Leave Act*, a teacher on an unpaid leave of absence may maintain insurance benefits by making timely payments of all premiums which may be due to the District's Business Office or elsewhere pursuant to its direction.
5. **Salary Schedule Advancement/Seniority Effect.** A teacher shall not receive seniority credit or experience credit towards salary schedule advancement during the time in which the teacher is on an unpaid leave of absence. During the school year in which a leave commences or terminates, a teacher may be entitled to advancement on the salary schedule and may be afforded pro-rata seniority credit, provided the teacher has taught (i.e., actually attended and worked) at least ninety (90) workdays of the school term.
6. **Notice of Intent to Return.** Any teacher granted an unpaid leave of eight (8) calendar months or more, as a condition thereof, shall advise the Superintendent or designee in writing no later than February 15 prior to the termination of such leave that he/she intends to return to employment. Failure to advise the Superintendent or designee of intent to return as required by this section shall be treated as an election not to return to employment and as a resignation from the District.

7. **Position Upon Return.** A teacher returning from an approved leave of absence shall be assigned to a position for which the teacher is legally qualified.
8. **Eligibility for Further Leaves.** Anything in this Section to the contrary notwithstanding, a teacher who has been granted an unpaid leave of absence shall not become eligible for a subsequent leave unless and until such teacher has returned to full-time service for at least one (1) complete school term, provided, under exceptional circumstances, the Board may grant such leave in its sole and absolute discretion. The granting or withholding of such leave shall be without precedential effect.
9. **Early Return from Leave.** A teacher on an approved leave of absence may request in writing to return to employment prior to the conclusion of the leave if the reasons for the leave no longer exist. In such event, the Board shall offer the requesting teacher the first available vacancy for which the teacher is qualified.

## XII. GRIEVANCE PROCEDURES

- A. **Definition.** A grievance is defined as a written complaint or claim by an employee or the Association with the employee's consent that there has been a violation, misinterpretation or misapplication of any provisions of this Agreement. The complaint or claim shall state the section(s) of the contract alleged to have been violated, shall include a plain and concise statement of the facts constituting the violation, misinterpretation or misapplication, and shall include the remedy requested. In the event the Association files a grievance, it shall specify in addition to the foregoing, the names, if any, of each teacher claimed to be aggrieved.
- B. **Time Limits.** Except as may be hereinafter provided, all time limits at the informal Step and Steps one (1) through four (4) of the grievance procedures shall consist of school days. A school day is defined as a day during which school is in session pursuant to the school calendar adopted by the Board. However, such time limits shall consist of business days when a grievance is filed or in process during a period of time not covered by the school calendar. A business day is defined as a day on which the school administration office is open for business.
- C. **Initiation of a Grievance.** Any grievance initiated pursuant to these procedures shall be initiated within thirty (30) days of the occurrence of the matter to be grieved, or within thirty (30) days of when a reasonable person would or should have knowledge of such event, but in no case may a grievance be filed in excess of one-hundred eighty (180) calendar days from the date of such occurrence. Failure of any teacher or the Association to act on a grievance within the prescribed time limits will act as a bar to any further processing thereof.
- D. **Procedures.**

**Informal Step:** The grievant shall initiate the grievance process by attempting to resolve the grievance in informal, oral discussion with the building principal. A grievance involving the act of any Administrator above the building level shall initially be filed at Step 2 of the grievance procedure, after the grievant has first consulted the involved Administrator.

**Step 1 (Building Principal):** If the grievance cannot be resolved informally, the grievant shall present the grievance in writing to his/her building principal within ten (10) days of discussing the matter at the Informal Step. The principal shall conduct a meeting within five (5) days after receipt of the grievance with the grievant, the Association or other representative if so desired by the grievant, and any person whose assistance the principal requests. The principal shall have five (5) days following the meeting in which to provide his/her written memorandum setting forth the disposition of the grievance to the grievant. Such

memorandum shall contain the reasons upon which the disposition of the grievance is based.

**Step 2 (Superintendent):** If the grievance cannot be resolved at Step 1, or if Step 1 time limits expire without the issuance of the principal's memorandum, the grievant may within ten (10) days of the issuance of the principal's memorandum (the expiration of the time limit to issue the same) submit the grievance to the Superintendent. The Superintendent or his/her designee shall within ten (10) days conduct a meeting with the same parties being present as may be present in Step 1. The Superintendent shall have ten (10) days following the meeting in which to provide his/her written memorandum to the grievant setting forth the disposition of the grievance to the grievant. Such memorandum shall contain the reasons upon which the disposition of the grievance is based.

**Step 3 (Board):** If the grievance cannot be resolved at Step 2, or if Step 2 time limits expire without the issuance of the Superintendent's memorandum, the grievant may within ten (10) days of the issuance of the Superintendent's memorandum (or the expiration of the time limit to issue the same) submit the grievance to the Board of Education. The Board shall, within thirty (30) days of receiving the grievance, conduct a closed session meeting on the grievance with the same parties being present as may be present in Steps 1 and 2. The Board shall provide the grievant with its written memorandum setting forth the disposition of the grievance within ten (10) days following the meeting. Such memorandum shall contain the reasons upon which the disposition of the grievance is based.

**Step 4 (Arbitration):** If the grievance cannot be resolved at Step 3, there shall be available a fourth step of impartial, binding arbitration. The grievant and the Association shall submit a written request for arbitration to the American Arbitration Association and the Superintendent within thirty (30) days of the issuance of the Board's memorandum. The arbitrator shall be selected from the American Arbitration Association in accordance with its Voluntary Labor Arbitration Rules.

The grievant, Association, and the Board will not be permitted to assert grounds not previously asserted at Step 3 of the grievance procedures. Each party shall be entitled to representation and witnesses. The arbitrator shall have no power to amend, modify, nullify, ignore, add or alter the terms of this Agreement, nor to make any award void or prohibited by law, statutory, or decisional. The arbitrator's decision shall be based solely and only upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The cost of the arbitrator shall be shared equally by the aggrieved party and the Board. Should either party request a transcript of the proceedings, that party shall bear the cost of the transcript. Should the arbitrator request that the transcript of the proceedings be provided, the cost shall be shared equally by the aggrieved party and the Board.

- E. Release Time.** Should the investigation or processing of any grievance in the opinion of the Superintendent require that teacher(s) and /or Association representative(s) be released from their regular assignments, the teacher(s) and/or Association representative(s) shall be released without loss of pay or benefits.
- F. No Written Response.** If no written decision has been rendered within the time limits indicated by the step, then the grievance may be processed to the next step. Time limits, however, may be extended by written mutual agreement between the Superintendent, the grievant and the Association.
- G. Illness.** When the presence of a participant at a grievance hearing is requested by either party, illness or other incapacity of said participant shall be grounds for any necessary extension of grievance procedure time limits as may be mutually agreed to by the parties.

- H. Board Administration Cooperation.** The Board and the Administration shall cooperate with the Association in the investigation of any grievance as may be required by the Agreement.
- I. No Reprisals.** The Board agrees to take no reprisals against any person for his/her participation in the grievance process. The Association agrees to take no reprisals against any person because of his/her participation or refusal to participate in the grievance process.
- J. Grievance Withdrawal.** Upon written agreement of the parties, a grievance may be withdrawn at any level without establishing precedent.
- K. AAA Rules.** Upon written agreement of the parties, the Expedited Labor Arbitration Rules of the American Arbitration Association may be used in lieu of the Voluntary Labor Arbitration Rules.
- L. Pertinent Information.** The Board and the Administration shall furnish to the grievant and the Association, where applicable, pertinent and readily available information relevant to the processing of the current grievance so long as such information may be released pursuant to law. The grievant and the Association, where applicable, shall furnish to the Board and the Administration pertinent and readily available information relevant to the processing of the current grievance. Nothing herein shall require the Board, Administration or the grievant to research or assemble information.
- M. Bypass of Grievance Steps.** If the grievant and the Superintendent agree, any step of the grievance procedure may be bypassed, and the grievance brought directly to the next step. If the Board and the Association agree, a grievance may be submitted directly to arbitration.
- N. Representation.** The Board acknowledges the right of a grievant to be assisted by an Association representative or other representative of his/her choice at any step of the grievance procedure. The grievant and the Association acknowledge the right of the Board or any member of the Administration to receive assistance as desired at any step of the grievance procedure. The grievant, Administration and the Board shall not be required to discuss a grievance without his/her/its representative present. However, the foregoing shall not toll the time guidelines set forth in these procedures.
- O. No Representation.** The Board and the Association acknowledge the right of any teacher or group of teachers to present grievances to the Board or the Administration in accordance with these procedures and have them adjusted without the intervention of the Association as long as the adjustment is not inconsistent with the terms of the collective bargaining agreement and provided that the Association has been given an opportunity to be present at such adjustment.
- P. Exclusivity of Remedy.** In the event that any teacher, or the Association on the teacher's behalf, commences any proceeding in any state or federal court or administrative agency against the Board or any of its members, charging its members, agents, or employees with a violation of any of the provisions of this Agreement, such remedy shall be considered temporarily exclusive and act as a temporary bar to the processing of any grievance alleging a violation of such provisions.

Such temporary bar shall continue for the duration of the judicial or administrative proceedings unless the court or administrative agency orders the parties to exhaust the grievance procedures contained in this Agreement. In the event a teacher receives recovery from such collateral proceeding, said teacher may not recover again from the Board such recovery pursuant to the grievance procedure. The Association, in all cases, shall use every reasonable effort to dissuade any teacher from filing and/or pursuing multiple recovery actions against the Board.

### XIII. TEACHER COMPENSATION

#### A. Compensation.

1. The base salary for 2021-2022 shall be \$47,573; 2022-2023, \$47,811; and for 2023-2024, \$48,050. See Appendix A-1 for the salary index and A-2, A-3, A-4 for the salary schedules.
2. Teachers with 19 or more years of service and in the BA+36/MA lane or beyond will receive a 2.75% increase for 2021-2022, a 2.75% increase for 2022-2023, and a 2.75% increase for 2023-2024, over their previous year's base salary. (Base salary excludes all stipend and/or extra duty payments.) Requirements defined in Article XIII.D must be met.
3. Extra duty pay for 2021-2022 thru 2023-2024 will be paid per schedule as set forth in Appendix B.

**B. Payroll Procedures.** Teachers' salaries shall be paid semi-monthly from September 1 through August 31 on the 15<sup>th</sup> and last day of each month. If such dates fall on a weekend or during a holiday vacation period, payment shall be made on the last workday before such dates. A teacher may elect to be paid his/her annual salary on a ten (10) or twelve (12) month basis. Extra duty assignments listed in Appendix B shall be paid as follows: Category A activities shall be paid at the end of the predetermined regular season, or after the culminating activity in the absence of a regular season, or on the last pay date in May if the activity spans an entire school term. Category B and C activities shall be paid, based upon submitted timesheets, as approved.

**C. Pay for Days Worked Beyond the School Year.** Should any teacher, excepting the Certified School Nurse, be required to work more than one hundred eighty days (180), he/she shall have his/her salary adjusted on a per diem basis according to the salary schedule then in effect. Any docking of a teacher's pay pursuant to this Agreement shall be computed by the same formula. This per diem payment provision, however, shall not apply to the summer school program, summer curriculum work, summer in-service or workshop programs or other summer work for which teachers may apply, such compensation being determined by the Board.

1. The Certified School Nurse shall be paid according to the salary schedule in effect which shall include the regular school year term of one hundred eighty (180) days plus an additional ten (10) days as scheduled by the district immediately before or after the school term for a total of one hundred ninety (190) school days. Tentative dates for the following year shall be provided by the end of the current school term. The regular school year term includes all student attendance, Parent-Teacher Conference, and Teacher Institute Days. The school term includes proposed Emergency Days.

#### D. Salary Schedule Placement and Movement.

1. Teachers employed new to the District will be placed upon the appropriate step and lane as per the adopted salary index (Appendix A-1). A maximum of seven (7) years previous teaching experience as a certified teacher (Grades Pre-K-12) shall be allowed for determining initial placement on the salary schedule. Seven (7) years of significant educational or other work experience may be approved for initial placement on the salary schedule at the sole and non-reviewable discretion of the Board. If no suitable candidate for a specialized teaching position can be found within the maximum experience credit allowances provided in this paragraph, the Board shall consult with the Association to consider salary schedule placement alternatives. The Board and the Association must mutually agree upon any placement above Step 8.
2. A teacher may move no more than one (1) vertical step annually.

- a. In order to progress vertically on the salary schedule, a teacher shall confirm that current and required Illinois State Board of Education credentials are on file with the Superintendent, or his/her designee.
3. To progress horizontally on the salary schedule, a teacher must earn graduate credit as pre-approved by the Superintendent. Approval shall be granted for courses taken for the expansion of knowledge of school subjects taught by the teacher or other coursework relevant to the teacher's area(s) of responsibility and directly related to enhancing instruction or services to students.
  - a. All coursework must comply with the provisions of this Section D-3 to be applicable to horizontal movement on the salary schedule.
    - i. In order to progress horizontally on the salary schedule, a teacher shall submit a certified transcript, grade card, or evidence of successful coursework completion together with a copy of the request for an official transcript to the Superintendent, or designee. The Board may, without further action, be permitted to recoup all salary schedule movement if a teacher fails to ensure that the Superintendent, or designee has received the required official transcript.
    - ii. Teachers enrolled in a Master's Degree program will be placed on the BA+12 and BA+24 lanes as the appropriate number of hours have been completed and certified. Excepting any teacher in the BA+36 lane at the start of the 2018-2019 school year and any teacher hired by the district prior to the 2005-2006 school year, teachers shall have no access to the BA+36 lane.
    - iii. In order for additional graduate coursework credit to be applicable to horizontal movement on the salary schedule beyond the MA salary lane, such approved coursework must be completed subsequent to obtaining the Master's Degree. Excepting any teacher in the MA+12 and MA+24 lanes at the start of the 2018-2019 school year, teachers shall have no access to the MA+12 and MA+24.
    - iv. When all the requirements for horizontal advancement have been completed by September 5, the change in lane and the accompanying change in salary shall be effective with the beginning of the school term. When such requirements are completed after September 5, but before February 5, the change in lane and salary shall become effective, following approval, and with the eleventh paycheck on a ten-month pay schedule of the same school year, or the thirteenth paycheck on a twelve-month pay schedule, of the same school year.
    - v. Teachers with more than eighteen (18) years of service and who have met the requirements for horizontal movement (lane change) will have their salary calculated in the following manner: 1) add the difference between the two lanes; 2) add this difference to last year's salary; and 3) multiply by the current % increase.
4. Annual increments may be withheld when a teacher has received a notice to remedy or for other just cause.
5. Part-time teachers shall advance on the salary schedule as follows: 0.80 or more time obtains full-year credit towards movement; 0.50 time to 0.80 takes two (2) years to advance on schedule. Part-time teachers less than 0.50 time do not advance on the salary schedule.

**E. Illinois Teacher Retirement System Contribution.** From the established salary schedule, according to authority granted by the *Pension Reform Act of 1974* and Section 414 (h) (2) of the *Internal Revenue Code*, the Board shall pick-up the teacher's Illinois Teacher Retirement System contribution. The Board of Education shall pick up these employee contributions from the same source of funds which is used in paying earnings to the teacher.

F. **Reimbursement for Academic Coursework.** The Board will reimburse tuition for those courses as required by the District, or for additional qualifying course work as set forth below.

1. All coursework credit must be pre-approved by the Superintendent prior to the commencement of such work to qualify for reimbursement. Approval shall be granted for courses taken as part of a declared Master's or Doctoral Degree or a Professional State Licensure Endorsement for the expansion of knowledge of school subjects taught by the teacher or other coursework relevant to the teacher's area(s) of responsibility.

The Board shall reimburse the teacher for his/her actual tuition cost upon completion of such pre-approved coursework as follows:

- a. Teachers without a Master's degree - The Board shall reimburse full-time teachers, beginning immediately after the school term of their second full year of probationary employment, for additional coursework taken to obtain an educationally-related Masters. Tuition reimbursement shall not exceed \$1,000.00 annually until the teacher successfully obtains a Master's degree.
    - i. All Masters Degree programs and coursework must be pre-approved by the Superintendent prior to their commencement to qualify for tuition reimbursement. Additionally, teachers must receive a grade of A or B in the course to receive the reimbursement benefit.
  - b. Teachers with a Master's degree - The Board shall reimburse full-time teachers, beginning immediately after the school term of their second full year of probationary employment, for educationally-related post-graduate coursework. Tuition reimbursement shall not exceed \$750.00 annually.
    - i. All post-graduate coursework must be pre-approved by the Superintendent prior to their commencement to qualify for tuition reimbursement. Additionally, teachers must receive a grade of A or B in the course to receive the reimbursement benefit.
  - c. Part-time teachers shall be eligible for tuition reimbursement as follows: 0.80 or more is eligible for the full benefit; 0.50 to 0.79 time qualifies for 50% of the tuition reimbursement benefit; less than 0.50 time are not eligible for tuition reimbursement.
2. **General.** To receive reimbursement for courses taken during the first semester of the school term, the teacher must submit evidence of successful coursework completion to the Superintendent, or his/her designee no later than February 5 of the school term following completion of the coursework, together with actual proof of tuition payment.

Reimbursement checks shall be issued before March 1 of the same year. Evidence of successful coursework completed during the second semester of the school term, or during summer school, must be submitted to the Superintendent no later than September 5 of the school term following completion of the coursework, together with actual proof of tuition payment. Reimbursement checks shall be issued on or before Sept. 30 of the same year.

To qualify for reimbursement, a teacher must be actively employed by the District on the required date for submission of evidence of successful coursework completion. A teacher who is on an approved leave of absence must return to the District as a teacher to qualify for tuition reimbursement.

G. **Payroll Deductions.** Upon application by a teacher, the Board shall deduct from the teacher's pay such amounts as authorized and make payment of said amount to the teacher's credit union. Deductions for other purposes may be made if approved by the Board.

- H. **Extra Duty Assignments.** Extra duty assignments shall be voluntary. The Board may, however, subcontract such assignments to non-bargaining unit members. If a teacher who volunteers for such an activity is thereafter assigned, he/she shall be paid according to the extra duty schedule (Appendix B)
- I. **Mileage Reimbursement.** Teachers who are required to use their automobiles during the course of the normal work day shall be reimbursed at the prevailing IRS rate per mile. All reimbursement requests shall be put into writing and approved by the Superintendent or his/her designee.
- J. **Dues Deductions.** Any teacher who is a member or has applied for membership in the Association may sign and deliver to the Board an authorization for dues deduction. The appropriate authorization forms shall be provided by the Association. The Board shall deduct from each teacher's pay the current dues of the Association, provided the Board has received an authorization form. The Board shall remit said deducted dues to the Association no later than ten (10) working days from the time of withholding. Fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association.
- K. **Unused Sick Leave Days Upon Retirement.** Upon retirement under the Illinois Teachers' Retirement System and in recognition of his/her years of service in the District, a teacher shall receive a lump sum payment computed by multiplying his/her unused accumulated sick leave days as earned in the District and not used by the Teachers' Retirement System for service credit by twenty (\$20.00) dollars per day. The Board shall pay the amount owed for unused sick leave after the teacher has retired but by no later than January 15 of the year following the retirement date.
- L. **Deferred Compensation.** Annually, for each school year of this Agreement, each individual teacher who is eligible shall be allowed to make a salary reduction election for contributions towards a tax-sheltered annuity as defined in Section 403(b) of the *Internal Revenue Code* of 1986.
- M. **Part-Time Teachers' Salary and Benefits.** It is understood and agreed that part-time teachers (i.e., for those employed 50% or more full-time equivalency) shall have their salary and other benefits, except for health insurance, prorated according to the extent of their full-time equivalency. The Board shall contribute towards the cost of a part-time teacher's individual health insurance premium at a proration of the Board's contribution towards the cost of a full-time teacher's individual health insurance premium determined by the extent of such part-time teacher's full-time equivalency, but only should such teacher both desire to participate and pay his/her remaining share of the costs of the full individual health insurance premium.

#### XIV. FAIR SHARE

Teachers who are not members of the Association shall, commencing thirty (30) days after their employment or thirty (30) days after the effective date of the Agreement, whichever is later, pay a fair share fee to the Association for collective bargaining and contract administration services rendered by the Association as the exclusive representative of the employees covered by said Agreement, provided fair share fee shall not exceed the dues attributable to being a member of the Gower Education Association (including the Illinois Education Association and the National Education Association). Such fair share fees shall be deducted by the Board from the earnings of non-members and remitted to the Association in accordance with the law. The Association shall annually submit to the Board a list of teachers covered by this Agreement who are not members of the Association and a statement of the amount of the fair share fee.

The Association agrees to assume full responsibility to insure full compliance with respect to the constitutional rights of fair share fee payers. While the Board's compliance with its obligations under this Article are subject to the grievance and arbitration procedure, it is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Association with respect to fair share fee payers as set forth in this paragraph shall not be subject to the grievance and arbitration procedure set forth in this Agreement.



Non-members who object to this fair share fee based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually selected by the affected non-member from an approved list of charitable organizations established by the Illinois Educational Labor Relations Board. The payment shall be made to said organization.

The Association shall indemnify and hold harmless the Board, its members, officers, agents, and administrators from and against any and all claims, demands, actions, complaints, suits, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Board for the purpose of complying with the above provisions of this Article; or in reliance on any list, notice, certification, affidavit, or assignment furnished under any of such provision. The Board shall promptly notify the Association if there is any lawsuit or other legal challenge to the provisions of this Article and the Association, upon such notice being given, shall have the right to designate legal counsel to defend such action. This indemnification provision shall not extend to errors that are solely the fault of the Board.

## XV. INSURANCE

- A. **Health and Life Insurance.** The Board shall pay the cost of individual health (medical and dental) insurance and life insurance premiums for eligible and participating teachers, except that any teacher electing individual health insurance shall pay 11.5% of the total premium cost during the 2021-2022 school year, 12.0% of the total premium cost during the 2022-2023 school, and 12.5% of the total premium cost during the 2023-2024 school years.

The Board shall also pay sixty-six and two-thirds percent (66.7%) of the teacher's family health (medical and dental) insurance and life insurance premiums for those teachers eligible and participating, and teachers shall pay thirty-three and one-third percent (33.3%) of the total premium cost.

Health (medical and dental) insurance and life insurance premiums for those teachers eligible and participating in the District group plans will be from July 1 to June 30 (fiscal year). The deductible for PPO health (medical and dental) insurance shall be \$500.00 per calendar year and teachers are responsible for an out-of-pocket limitation of up to \$2,000.00 per calendar year.

The Board may, from time to time, in its sole judgment, select alternative insurance companies or agents, provided that the Board first notifies the Association concerning any such change.

- B. **Section 125 Plan.** The Board shall establish a cafeteria plan, pursuant to Section 125 of the *Internal Revenue Code*, for the benefit of eligible teachers to provide flexible benefit options for health insurance premium contributions, childcare expenses, and medical reimbursements.
- C. **Insurance Premium Payments.** A teacher who elects health insurance coverage as per the terms and conditions of said group insurance plan or before the first day of each school year may at that time elect that the Board remit for him/her during the school year to the insurance carrier a sum equal to the premium owed by the teacher for the individual or dependent coverage elected.

The amount of gross wages due a teacher in the form of salary shall be the sum specified on the salary schedule teacher's contribution towards health insurance premium costs, paid in installments as otherwise provided herein, provided the Board shall also deduct from said gross wages all sums as required by law or as authorized by the teacher pursuant to this Agreement. The teacher shall have no right or claim to the funds so remitted. Once said election is made as provided above, it may not be rescinded except in the case of the death of the insured dependents.

The Board does not warrant that the deduction made in the amount as listed on the salary schedule by the Board for the teachers as set forth above are deemed excludable from the teachers' gross wages, and as such,

the Association and each individual teacher shall and do hereby indemnify and hold harmless the Board, its members, its agents, and its employees from any and all claims, demands, actions, complaints, suits, assessments or deficiencies or other liability by reason of the payments of individual or dependent insurance premiums pursuant to the provision of this section.

## **XVI. RETIREMENT**

### **A. District Retirement Benefit Plan.**

1. **Eligibility.** A teacher shall be eligible for the District’s Retirement Benefit Plan subject to the following eligibility requirements:
  - a) Employed by the District on a full or part-time basis as a teacher for fifteen (15) years or more, excluding periods of unpaid leaves of absence, with at least twelve (12) of those years immediately preceding retirement; and
  - b) Can retire under the Teachers’ Retirement System with no early retirement penalty (i.e., at least 60 years of age on or before the last day of service in the District or at least age 55 with at least 35 years of TRS creditable service by the last day of service in the District); and
  - c) Shall not cause the Board to pay any penalties to TRS resulting from excess creditable earnings in in the Teacher’s four (4) years used for the TRS retirement calculation; and
  - d) Submits to the Board written notice of intent to retire which includes a resignation with effective date of retirement, on or before May 1 prior to any of the teacher’s final three years of service for which he/she desires to receive the retirement benefit, but no later than May 1, 2024; and

<b>Example:</b>	<b>Notice of intent to retire</b>	<b>Retire at end of school term</b>
	May 1, 2022	2024-2025
	May 1, 2023	2025-2026
	May 1, 2024	2026-2027

- e) Retires at the end of the designated school term.
2. **Retirement Compensation.** Any teacher who meets the above eligibility requirements shall be provided with a maximum salary increase limited to 6% above the teacher’s base salary for the preceding year for a period of up to three (3) school years prior to retirement provided that such an increase does not result in causing the Board to pay any penalties resulting from excess creditable earnings. The total creditable earnings reported to the Illinois Teacher Retirement System (ITRS) during any of these three (3) years shall not be more than 6% of the teacher’s creditable earnings for the immediately preceding year.
3. **Retiree Insurance.** For any teacher eligible to retire under the District’s Retirement Benefit Plan, the Board will pay the teacher’s individual premium payment to TRS for health insurance for a period of three (3) years after the date of retirement, at a monthly cost not to exceed 100% of the cost of the Managed Care Plan (OAP & HMO) as available through TRS and selected by the retiree, or the equivalent monthly cost of the Managed Care Plan if another TRS plan is selected by the retiree.
4. **Sole Benefit.** Teachers who participate in the District’s Retirement Benefit Plan under this Agreement shall not be eligible for any retirement benefits that may be negotiated under a successor Agreement.

### **B. Major Life Change Provision.** Unless the Board has already hired a replacement, a teacher may request in writing to the Board to withdraw of his/her notice to retire for one or more of the following reasons:

1. Diagnosis of serious illness of the teacher or his/her spouse
2. Death of the teacher’s spouse
3. Total disability of the teacher’s spouse

4. Serious illness of a medically and financially dependent child or parent of the teacher
5. A legal action for the dissolution of the teacher's marriage or for legal separation if initiated and becomes the final before the date of retirement specified in the teacher's Notice of Retirement
6. Any other similar reason which the board determines to be sufficient.

If the Board denies the written request, the teacher may appear before the Board to appeal the decision. As a condition of the Board's consideration of the proposal, the teacher will agree to a wage reduction to repay the Board any retirement incentives paid to the teacher to date. Repayment by wage reduction shall be completed within 180 school days of the Board's approval of the withdrawal. The Board's decision is final.

- C. **TRS or Legislative Changes.** In the event that an additional retirement option is offered by TRS or enacted by the Illinois legislature, the GEA and the Board agree to meet, discuss, and negotiate options available to both parties.

## XVII. EFFECT OF AGREEMENT AND DURATION

- A. **No Strike Clause.** During the term of this Agreement, the Association and all teachers agree not to authorize or engage in a strike or a work slow-down against this District.
- B. **Complete Understandings and Amendment.** The Board and the Association acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. Accordingly, the Board and Association hereby understand and agree that:
1. This Agreement may not be supplemented or amended during its term except as mutually agreed by the parties in writing.
  2. The Association and the Board agree that they shall not be obligated to bargain collectively with each other during the term of this Agreement over matters not covered by this Agreement except in the event of a written mutual agreement of the parties to bargain an item of mutual interest.
  3. Any individual contract between the Board and an individual teacher shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. **Savings Clause.** Should any article, section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or the Illinois Educational Labor Relations Board (IELRB), or in the event that Congress, the legislature, or the IELRB enacts a law, rule or regulation in conflict with any article, section or clause of this Agreement, said article, section, or clause shall be automatically deleted from this Agreement to the extent that it violates said law, rule, or regulation, but the remaining articles, sections, or clauses shall remain in full force and effect for the duration of the Agreement, if not affected by the deleted article, section, or clause.
- D. **Duration.** This Agreement shall serve effectively as an extension of terms to the 2018-2021 Collective Bargaining Agreement on file. Compensation and benefit details as listed in this agreement shall commence with the first regularly scheduled business day of the 2021-2022 school term and shall remain in full effect until the close of the regularly scheduled business day prior to the start of the 2024-2025 school term with the exception of Article XVI, Section A - District Retirement Benefit Plan. Employees with a qualified intent to retire notice file between the period of May 1, 2019 and May 1, 2021 shall receive the benefits as listed in this Agreement. All other compensation and benefit terms for the 2019-20 and 2020-21 school years shall be governed by the 2018-2021 Collective Bargaining Agreement on file.

**BOARD OF EDUCATION  
GOWER SCHOOL DISTRICT 62,  
DuPAGE COUNTY, ILLINOIS**

**GOWER EDUCATION ASSOCIATION,  
IEA/NEA**

&

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

& \_\_\_\_\_

**Appendix A-1  
Salary Schedule Index**

Years	BA	BA+12	BA+24	MA	MA+18	MA+36	
1	1.000	1.045	1.090	1.135	1.195	1.255	
2	1.035	1.080	1.125	1.170	1.230	1.290	
3	1.070	1.115	1.160	1.205	1.265	1.325	
4	1.110	1.155	1.200	1.245	1.305	1.365	
5	1.150	1.195	1.240	1.285	1.345	1.405	
6	1.195	1.240	1.285	1.330	1.390	1.450	
7	1.240	1.285	1.330	1.375	1.435	1.495	
8	1.285	1.330	1.375	1.420	1.480	1.540	
9	1.330	1.375	1.420	1.465	1.525	1.585	
10	1.375	1.420	1.465	1.510	1.570	1.630	
11	Base Increase Only	1.465	1.510	1.555	1.615	1.675	
12		1.510	1.555	1.600	1.660	1.720	
13		Base Increase Only	1.600	1.645	1.705	1.765	
14			1.650	1.695	1.755	1.815	
15		Base Increase Only	Base Increase Only	Base Increase Only	1.745	1.805	1.865
16					1.795	1.855	1.915
17					1.835	1.895	1.955
18					1.875	1.935	1.995

**Appendix A-2  
Salary Schedule 2021-2022**

Years	BA	BA+12	BA+24	MA	MA+18	MA+36	
1	47,573	49,714	51,855	53,996	56,850	59,705	
2	49,238	51,379	53,520	55,661	58,515	61,370	
3	50,904	53,044	55,185	57,326	60,180	63,035	
4	52,806	54,947	57,088	59,229	62,083	64,938	
5	54,709	56,850	58,991	61,132	63,986	66,841	
6	56,850	58,991	61,132	63,273	66,127	68,981	
7	58,991	61,132	63,273	65,413	68,268	71,122	
8	61,132	63,273	65,413	67,554	70,409	73,263	
9	63,273	65,413	67,554	69,695	72,549	75,404	
10	65,413	67,554	69,695	71,836	74,690	77,545	
11	Base Increase Only	69,695	71,836	73,977	76,831	79,685	
12		71,836	73,977	76,117	78,972	81,826	
13		Base Increase Only	Base Increase Only	76,117	78,258	81,113	83,967
14				78,496	80,637	83,491	86,346
15		Base Increase Only	Base Increase Only	Base Increase Only	83,016	85,870	88,724
16					85,394	88,249	91,103
17					87,297	90,152	93,006
18					89,200	92,054	94,909

**Appendix A-3  
Salary Schedule 2022-2023**

Years	BA	BA+12	BA+24	MA	MA+18	MA+36	
1	47,811	49,963	52,114	54,266	57,134	60,003	
2	49,485	51,636	53,788	55,939	58,808	61,677	
3	51,158	53,310	55,461	57,613	60,481	63,350	
4	53,070	55,222	57,374	59,525	62,394	65,262	
5	54,983	57,134	59,286	61,437	64,306	67,175	
6	57,134	59,286	61,437	63,589	66,458	69,326	
7	59,286	61,437	63,589	65,740	68,609	71,478	
8	61,437	63,589	65,740	67,892	70,761	73,629	
9	63,589	65,740	67,892	70,043	72,912	75,781	
10	65,740	67,892	70,043	72,195	75,064	77,932	
11	Base Increase Only	70,043	72,195	74,346	77,215	80,084	
12		72,195	74,346	76,498	79,367	82,235	
13		Base Increase Only	Base Increase Only	76,498	78,650	81,518	84,387
14				78,889	81,040	83,909	86,777
15		Base Increase Only	Base Increase Only	Base Increase Only	83,431	86,299	89,168
16					85,821	88,690	91,559
17					87,734	90,602	93,471
18					89,646	92,515	95,383

**Appendix A-4  
Salary Schedule 2023-2024**

Years	BA	BA+12	BA+24	MA	MA+18	MA+36	
1	48,050	50,213	52,375	54,537	57,420	60,303	
2	49,732	51,894	54,057	56,219	59,102	61,985	
3	51,414	53,576	55,738	57,901	60,784	63,667	
4	53,336	55,498	57,660	59,823	62,706	65,589	
5	55,258	57,420	59,582	61,745	64,628	67,511	
6	57,420	59,582	61,745	63,907	66,790	69,673	
7	59,582	61,745	63,907	66,069	68,952	71,835	
8	61,745	63,907	66,069	68,231	71,114	73,997	
9	63,907	66,069	68,231	70,394	73,277	76,160	
10	66,069	68,231	70,394	72,556	75,439	78,322	
11	Base Increase Only	70,394	72,556	74,718	77,601	80,484	
12		72,556	74,718	76,880	79,764	82,647	
13		Base Increase Only		76,880	79,043	81,926	84,809
14				79,283	81,445	84,328	87,211
15		Base Increase Only		Base Increase Only	83,848	86,731	89,614
16					86,250	89,133	92,016
17					88,172	91,055	93,938
18					90,094	92,977	95,860

**APPENDIX B**  
**EXTRA DUTY PAYMENT SCHEDULE**

**CATEGORY A:** Activities paid as a flat stipend rate\*

Activity-Stipend	Years 1-5	Years 6-10	Years 11+
Band (Middle)	\$3,350	\$3,852	\$4,430
Band (West)	\$1,250	\$1,437	\$1,653
Basketball-Boys JV	\$2,250	\$2,587	\$2,975
Basketball-Girls JV	\$2,250	\$2,587	\$2,975
Basketball-Boys V	\$2,875	\$3,306	\$3,802
Basketball-Girls V	\$2,875	\$3,306	\$3,802
Cheerleading-Head Coach	\$2,375	\$2,731	\$3,140
Cheerleading-Assistant Coach*	\$1,750	\$2,012	\$2,314
Chess	\$1,575	\$1,811	\$2,082
Cross Country-Boys	\$1,575	\$1,811	\$2,082
Cross Country-Girls	\$1,575	\$1,811	\$2,082
Golf	\$400	\$460	\$529
Musical Director	\$2,500	\$2,875	\$3,306
Assistant Director-Music	\$2,000	\$2,300	\$2,645
Assistant Director-Choreography	\$2,000	\$2,300	\$2,645
Scholastic Team	\$1,025	\$1,178	\$1,355

Science Olympiad - GM (Moderator 1 & 2)	\$1,750	\$2,012	\$2,314
Science Olympiad - GW (Moderator 1, 2 & 3*)	\$875	\$1,006	\$1,157
Soccer-Boys	\$2,175	\$2,501	\$2,876
Soccer-Girls	\$2,175	\$2,501	\$2,876
Student Council (Moderator 1 & 2)	\$2,075	\$2,386	\$2,744
Swimming	\$400	\$460	\$529
Track-Head Coach	\$1,500	\$1,725	\$1,983
Track-Assistant*	\$750	\$862	\$992
Track-Assistant**	\$750	\$862	\$992
Volleyball-Boys	\$1,950	\$2,242	\$2,578
Volleyball-Girls JV	\$2,175	\$2,501	\$2,876
Volleyball-Girls Varsity	\$2,550	\$2,932	\$3,372
Wrestling-Head Coach	\$4,000	\$4,200	\$4,400
Wrestling-Assistant Coach*	\$2,725	\$2,925	\$3,125
Yearbook	\$2,275	\$2,616	\$3,008

\*If the student participation number reaches more than 24 students an assistant/moderator would be needed.

\*\*If the student participation number reaches more than 60 students a second assistant would be needed.

Note: Additional time may be required for IESA Sectional and State playoffs and are to be paid in accordance with Category C at the District Approved Project rate.

**Category B:** Activities to be paid at an hourly rate\*, not to exceed maximum hours listed, and based on approved timesheets submitted (Section XIII – Payroll Procedures)

Activity	Maximum Hours	Activity	Maximum Hours
Art Club (GM)	50	Geography Club (GM)	25
Board Game Club (GM)	15	Lego Club (GW)	30
Chorus (GM)	50	New Teacher Mentor 2-yr (<4 yrs. exp.)	50
Chorus (GW)	50	New Teacher Mentor 2-yr (>4 yrs. exp.)	35
Cooking Club (GM)	25	Newspaper (GM)	30
Dance Line (GM)	60	Photography (GM)	20
Environment (GM)	20	Reader's Theater (GM)	20
Flag Line (GM)	30	Spirit Club (GM)	30
Flag Football (GM)	30	Ukulele Club (GM)	15
Garden Club (GM)	20	New Club^	10

\*Hourly rate of \$26.50 in 2021-22; \$27.00 in 2022-23; \$27.50 in 2023-24

^New (paid) activities are limited to three per school year and require approved timesheets not to exceed a 50% increase in subsequent years for the duration of this Agreement

**Category C:** Activities to be paid as listed below for the duration of the Collective Bargaining Agreement and based on approved timesheets submitted (Section XIII – Payroll Procedures)

<b>ACTIVITY</b>	<b>AMOUNT</b>	<b>ACTIVITY</b>	<b>AMOUNT</b>
Crowd Supervision	\$25.00/hour	District Committee Work	\$25.00/hour
Scorebook Official*	\$40.00/game, match, or meet	District-Approved Projects	\$25.00/hour
Scoreboard Operator*	\$40.00/game, match, or meet	Summer School Teaching	\$38.00/hour
Extended Day Field Trip Supervision	\$25.00/hour	Homebound Teaching	\$38.00/hour
Overnight Field Trip Supervision	\$200.00/night	Internal Substitute Teacher - GM	\$28.00/period
10 <sup>th</sup> Hour (Certified Staff Tutoring)	\$25.00/hour	Internal Substitute Teacher - GW	\$40.00/hour
Detention	\$25.00/hour	Lunchroom Supervisor-GM	\$28.00/period

\*Add \$10.00 per wrestling activity

## **APPENDIX C SICK LEAVE BANK**

### **RULES, REGULATIONS, AND GUIDELINES**

1. The Gower Education Association shall establish a Sick Leave Bank, the purpose of which shall be to enable Gower School District 62 certified teaching personnel (therein referred to as teachers) to contribute, voluntarily, portions of their accumulated sick leave for the use of other teachers' participation in the Sick Leave Bank (hereafter referred to as participants) whose accumulated sick leave is exhausted.
2. Teachers employed at the start of the Volunteer Sick Leave Bank (1990-91 school year) will be given the option to join the Sick Bank. Enrollment will be open for fourteen (14) days. If a teacher chooses not to participate, he/she forfeits all rights to join in the future. Thereafter, membership will be closed except for newly hired teachers who submit application within thirty (30) days of employment.
3. To initiate the Sick Leave Bank, every teacher wishing to belong shall contribute one (1) day of accumulated sick leave.
4. Each year, thereafter, each participant shall be requested to contribute one (1) day of accumulated sick leave, until such time that the number of days banked equals three times the number of participants, except in acceptance of a new member or when the bank is replenished according to guides set forth in this document. If the Bank falls below this base during any given school year, participants will be required to donate additional days to the Bank. Each participant is limited to a total donation of two (2) days in any one (1) school year. If the participant does not have a day to contribute, one (1) additional day will be contributed at the beginning of the next year.



5. To be eligible to draw upon the Volunteer Sick Leave Bank, each participant must have:
  - a. Exhausted his/her own reserve of sick leave days.
  - b. Applied to the Sick Leave Bank and, unless part of an FMLA or other approved leave, to the Board for an Extended Unpaid Leave of Absence per Sect. XI. M.
  - c. Submitted a physician's statement verifying the prolonged personal illness which makes it impossible for the employee to perform his/her assigned duties.
  - d. Waited a period of five (5) consecutive working days without pay for each such illness.
  - e. Any recurring absences due to the same illness, within thirty (30) days of returning to work, as verified by a physician's written statement, is not subject to the five (5) day qualification waiting period.
6. The maximum number of days which may be withdrawn by a participant shall not exceed forty-five (45) days per school year.
7. Only participants in the Sick Leave Bank may apply for sick leave days.
8. Application for use of the Bank will be made to the Association President and/or designee, and will be subject to review for compliance with the rules, regulations and guidelines of the Sick Leave Bank by a five (5) member Sick Leave Bank Committee selected by the Gower Education Association. The committee will authorize withdrawal by the participants of the Sick Leave Bank.
9. When a participant files an application for disability payments with Illinois Teacher Retirement System and/or Social Security Administration, such application shall be deemed notice to the Sick Leave Bank committee of relinquishment of all future participation in the bank with respect to such illness, effective with the implementation of such payment.
10. Participants who are on leave as a result of Workman's Compensation injury, illness, or claim shall be entitled to receive the difference between the two-thirds (2/3) paid through Workman's Compensation and their full day's pay subject to the rules, regulations and guidelines of the Sick Leave Bank.
11. Participants withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.
12. Any days remaining in the Bank at the end of a school year will be placed in the next year's Bank.
13. A participant may cancel membership within thirty (30) days of the beginning of the school year by so indicating in writing directed to the attention of the Sick Leave Bank Committee. Cancellation of membership, regardless of the reason, shall mean forfeiture of any claim to contribute days, benefits of membership, or reinstatement.
14. The Bank shall be applicable only to employee illness.
15. The Gower Education Association agrees to indemnify and save and hold harmless, the Board from all claims, demands, actions, and suits arising from the existence and/or administration of the Sick Leave Bank. Any dispute which arises as to the administration of the Sick Leave Bank shall be non-grievable.