# COLLECTIVE BARGAINING AGREEMENT BETWEEN THE BOARD OF EDUCATION OF GOWER SCHOOL DISTRICT 62 DUPAGE COUNTY, ILLINOIS AND THE GOWER EDUCATION ASSOCIATION, IEA/NEA 2024 – 2029



Gower School District 62 7700 Clarendon Hills Road Willowbrook, IL 60527 Telephone: (630) 986-5383

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# I. RECOGNITION

- A. <u>Bargaining Unit Recognition</u>. 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.** <u>Exclusive Representation</u>. 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.** <u>**Commencement Date.**</u> The Board and the Association shall meet and commence negotiations for a successor Agreement no later than November 1 of the year during which this Agreement expires.
- **B.** <u>Association Reopening Period.</u> Between (December 15, 2026) and (January 15, 2027), the Association President shall inform the Board of the Association's intent to reopen the Collective Bargaining Agreement, listing the specific section(s) to discuss and providing suggested new terms/language for Board consideration and an expedited negotiation process. Should the Board and the Association fail to agree on terms prior to May 1, 2027, the Collective Bargaining Agreement will end on June 30, 2027.
- **C.** <u>Authority of Representatives.</u> 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.
- **D.** <u>Signed Agreements.</u> 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.
- **E.** <u>**Provision of Agreement Copies.**</u> Within thirty (30) days after the Agreement is signed, copies of this Agreement shall be posted to the district website.

## F. <u>Statement of Gender Neutrality/Words Importing Gender.</u>

Any use of the male or female pronouns in this Agreement, whether "he," "she," "him," "her" or words or phrases to similar effect, shall have no significance in the interpretation and application of the terms, provisions and conditions of this Agreement, such use being solely for the sake of convenience. Throughout this Agreement, words importing the masculine and/or feminine gender include all gender neutral/inclusive pronouns.

## **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.** <u>Executive Management.</u> 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.** <u>**Employment.**</u> 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.** <u>**Program Establishment.**</u> 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.** <u>Administrative Delegation and Selection of Materials.</u> 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. <u>Organization of Services.</u> 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.** <u>Notice and Agenda of Board Meetings.</u> The President of the Association or their 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.** <u>**Copy of Board Materials and Minutes.**</u> 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.** <u>Access to Information</u>. 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.** <u>Announcements and Bulletin Boards.</u> 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.** <u>Association Leave.</u> The Association President or their 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.** <u>Association/Board Meetings.</u> 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.** <u>Use of District Mail, Buildings, and Equipment.</u> 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.** <u>**Presence of Association Agents.**</u> 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. <u>Notice of Waiver Application</u>. 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.
- J. <u>Hiring.</u> The Association will be included in a collaborative committee when hiring building administration (e.g. Assistant Principal and Principal) with the understanding that the final recommendation for hiring lies within the purview and final approval of the Board.

## V. TEACHER RIGHTS

- A. <u>Cause for Loss of Pay.</u> 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.** <u>**Representation.**</u> 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. <u>Complaints.</u>

- 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.
- **6.** Written documentation including a summary of events will be constructed by the administrator and provided to the teacher upon request.

#### D. <u>Personnel Records.</u>

- 1. A teacher may inspect their 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 their 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 their 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 their position, which shall be attached to the disputed portion of the personnel record.

#### E. <u>Substitute Teachers.</u>

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 their weekly preparation and planning time shall be compensated per Appendix B.

F. <u>Professional Development Committee.</u> 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. It is the goal of the Professional Development Committee for a minimum of three (3) Early Release Day afternoon schedules to be teacher directed.

**G.** <u>**Curriculum.**</u> 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 their 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 their 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. <u>Assignments.</u>

- 1. **Teacher Requests.** A teacher may request in writing to be assigned or not to be assigned to any position for which the teacher is certified. Such requests shall be submitted to the Superintendent or their 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 a conference may be held after the change. A teacher shall be deemed unavailable for a conference prior to a change in tentative assignment if the teacher fails to respond to an email notification informing the teacher of the impending change within fourteen (14) calendar days.

#### B. <u>Vacancies.</u>

- **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 their 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 Teachers Impacted by a Reduction in Force (RIF). A copy of such notice shall be furnished to the Association President or their 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, the candidate 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 their 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. <u>Work Day and Work Hours</u>

- 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 no more than (30) minutes prior to the start of the student day and end no more than thirty (30) minutes after the end of the student day with the total accumulated time prior to and after the student day not to exceed the teacher workday of 7 hours and 45 minutes. Once the start and end times are set for the school year, they shall not be changed without mutual agreement between the administration and the Association. 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, as administratively directed, 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 included in the seven (7) hours and forty-five (45) minute teacher work day 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 of assigned preparation and planning time within the student day as part of a 5 day work week. The teacher work day shall begin no more than (30) minutes prior to the start of the student day and end no more than thirty (30) minutes after the end of the student day with the total accumulated time prior to and after the student day not to exceed the teacher workday of 7 hours and 45 minutes. Once the start and end times are set for the school year, they shall not be changed without mutual agreement between the administration and association. The planning and preparation time for 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 included in the seven (7) hours and forty-five (45) minute teacher work day 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 minimum of five (5) hours of preparation and planning time during the regular student day as part of a 5 day work week. A District-wide teacher shall follow the work day hours of the building where the teacher 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.** <u>**Duty-Free Lunch.**</u> All teachers shall be entitled to a duty-free uninterrupted lunch period as required under the *Illinois School Code*.

C. Professional Responsibilities. The normal workday for all teachers shall be exclusive of professional assignments such as open houses, parent conferences, emergency parent conferences, staffings, and one grade level performance/activity. Teachers shall attend their building's evening open house, curriculum night, and up to two (2) District-scheduled parent conference nights. In addition, teachers are expected to exercise professional judgment in attending or volunteering at 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. District-wide teachers that are directed by their principal to attend additional responsibilities beyond what is listed above shall utilize timesheet procedures and the rate from Extra Duty Payment Schedule for District Approved Projects.

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 principal 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.** <u>Overload Assignments</u>. When necessary and at the discretion of the administration, teachers may be given an overload assignment. Overload assignments shall be compensated and according to the teacher's current rate of pay on a prorated basis (e.g. 12.5% increase for one overload class period based on an 8 or 9 period bell schedule).
- **E.** <u>School Improvement Planning</u>. 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.** <u>Student Supervision Responsibilities</u>. Teachers shall be available and may be assigned to supervise a classroom, recess, and school arrival and departure of students.
- **G.** <u>Planning and Preparation Time Use</u>. 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.** <u>Leaving a Building</u>. A teacher may leave the building during the normal work day only during their 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. <u>School Calendar</u>. 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. <u>School Closures</u>. 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. However, teachers shall report for duty, as directed and in accordance with the District's approved eLearning Plan, when an eLearning Day is utilized in lieu of what would otherwise be an emergency day.

# IX. TEACHER SENIORITY

A. <u>Teacher Seniority.</u> 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.** <u>**Teacher Seniority List.**</u> 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 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 their 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. <u>**RIF Joint Committee.**</u> 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.** <u>**RIF/Recall Procedures.**</u> 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<sup>th</sup> 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 April 15<sup>th</sup> of each 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 their recall rights and will no longer be eligible for any other positions that become available within the recall period.

C. <u>Seniority and RIF/Recall.</u> 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 their 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. <u>Paid Time Off (PTO)</u>. The Board will provide each full time teacher with Paid Time Off (PTO) as detailed below. Part-time teachers will receive PTO on a prorated basis. PTO provisions exceed the minimum criteria for 10 days of sick leave as defined in Section 24-6 of the School Code (105 ILCS 5/24-6). Unused PTO will accumulate as sick leave without limit.
  - **1.** Teachers who have worked in the district will be awarded the following PTO days each school term:
    - Hired after August 1, 2024 and 1-4 years of service in the district = 15 days
    - Hired prior to August 1, 2023 or 5-15 years of service in the district = 18 days
    - 16+ years of service in the district = 20 days
  - 2. PTO used as sick leave, in accordance with Section 24-6 of the *School Code* (105 ILCS 5/24-6) shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death in the immediate family or household. The school board may require a certificate from a licensed physician in Illinois to practice medicine and surgery in all its branches, a mental health professional licensed in Illinois providing ongoing care or treatment to the teacher or employee, a chiropractic physician licensed under the Medical Practice Act of 1987, a licensed advanced practice registered nurse, a licensed physician assistant, or, if the treatment is by prayer or spiritual means, a spiritual adviser or practitioner of the teacher's or employee's faith as a basis for pay in accordance with *School Code* after an absence of 3 consecutive days for personal illness or as the school board may deem necessary in other cases. If the school board does require a certificate as a basis for pay during leave of less than 3 days for personal illness, the school board shall pay, from school funds, the expenses incurred by the teachers or other employees in obtaining the certificate.
  - **3.** For purposes of this Section, "immediate family" shall include parents, spouse, domestic partner, brothers, sisters, children, grandparents, grandchildren, parents or siblings of spouse or domestic partner, and legal guardians.

- 4. Sick leave shall also be interpreted to mean birth, adoption, placement for adoption, and the acceptance of a child in need of foster care. Teachers and other employees to which this Section applies are entitled to use up to 45 days of paid sick leave because of the birth of a child that is not dependent on the need to recover from childbirth. Paid sick leave because of the birth of a child may be used absent medical certification for up to 45 working school days, which days may be used at any time within the 12-month period following the birth of the child. The use of up to 45 working school days of paid sick leave because of the birth of a child may not be diminished as a result of any intervening period of non working days or school not being in session, such as for summer, winter, or spring break or holidays, that may occur during the use of the paid sick leave. For paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care, the school board may require that the teacher or other employee to which this Section applies provide evidence that the formal adoption process or the formal foster care process is underway, and such sick leave is limited to 45 days unless a longer leave has been negotiated with the exclusive bargaining representative. Paid sick leave for adoption, placement for adoption, or the acceptance of a child in need of foster care need not be used consecutively once the formal adoption process or the formal foster care process is underway, and such sick leave may be used for reasons related to the formal adoption process or the formal foster care process prior to taking custody of the child or accepting the child in need of foster care, in addition to using such sick leave upon taking custody of the child or accepting the child in need of foster care.
- 5. PTO used as personal leave for a period of two (2) consecutive days or less requires that any such request shall be given to the Principal a minimum of forty-eight (48) hours in advance, without statement of reason, and approved by the Principal, except in the case of emergencies. PTO used as personal leave in excess of four (4) consecutive days requires that any such request shall be given to the Principal, with a statement of reason, a minimum of twenty-one (21) calendar days in advance. The Principal may deny requests for personal leave to ensure appropriate program and service coverage.

**Memorandum of Understanding (May 22, 2024).** The association and the Board mutually agree that PTO used as personal leave in excess of two (2) but no more than four (4) consecutive days requires that any such request shall be given to the Principal, without a statement of reason, a minimum of ten (10) calendar days in advance.

- 6. Bereavement Leave. In addition to the provisions of PTO (Sect. XI. A.), whenever the absence of a teacher is caused by the death in the teacher's immediate family, such employee shall be entitled to PTO in the form of bereavement leave for the number of days absent from the date of death to the date the employee returns to work provided that the number of days shall not exceed ten days with the last five being applied against accumulated PTO available to the teacher.
- **B.** <u>Sick Leave Statement.</u> Each teacher's accumulated sick leave 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.** <u>**Temporary Disability.**</u> A teacher who is absent because of personal illness shall be deemed temporarily disabled in accordance with the following:

Years Employed in District	Period of Temporary Disability
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 their 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. <u>Work-Related Injury.</u> A teacher absent due to a work-related injury and receiving *Illinois Workers' 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.** <u>Conference and Visitations.</u> 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 their 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 their representative summarizing the highlights of the activity. Staff members also are encouraged to share these activities with their colleagues.
- **G.** Jury Duty. Any employee called for jury duty during working hours shall be paid their 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.
- H. <u>Unauthorized Leave</u>. Unauthorized use(s) of paid leave may result in the loss of pay for such day(s).
- I. <u>Absence Without Leave or Authorization (AWOL).</u> 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.
- J. <u>Extended Unpaid Leaves of Absence</u>. 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 government 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.

#### K. <u>Parental Leaves.</u>

#### 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 L 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 their 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 L.1 of this Article. The effective dates of the leave shall be determined pursuant to Section L.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 L 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 the teacher takes an approved parental leave, then, upon return to teaching in the following year, the teacher's absence shall no 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 their fourth year of probationary service in the District, the teacher shall be considered to have commenced their 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.

#### L. <u>General Conditions for Extended Leaves of Absence.</u>

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 the teacher 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 an event, the Board shall offer the requesting teacher the first available vacancy for which the teacher is qualified.

## XII. GRIEVANCE PROCEDURES

A. <u>Definition</u>. 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.** <u>Time Limits.</u> Except as may be hereinafter provided, all time limits at the informal Step and Steps one (1) though 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.** <u>Initiation of a Grievance.</u> 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. <u>Procedures.</u>

**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 their 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 their 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 their 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 their 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 their 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. <u>Release Time.</u> 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.** <u>No Written Response.</u> 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.** <u>Illness.</u> 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.** <u>**Board Administration Cooperation.**</u> The Board and the Administration shall cooperate with the Association in the investigation of any grievance as may be required by the Agreement.
- I. <u>No Reprisals.</u> The Board agrees to take no reprisals against any person for their participation in the grievance process. The Association agrees to take no reprisals against any person because of their participation or refusal to participate in the grievance process.
- **J.** <u>**Grievance Withdrawal.**</u> Upon written agreement of the parties, a grievance may be withdrawn at any level without establishing precedent.
- **K.** <u>AAA Rules.</u> 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. <u>Pertinent Information.</u> 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.** <u>Bypass of Grievance Steps.</u> 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 their 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 their/its representative present. However, the foregoing shall not toll the time guidelines set forth in these procedures.

- **O.** <u>No Representation.</u> 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. <u>Compensation.</u>

The base salary (1.000) for the Salary Index for 2024-2025 shall be \$49,492; for 2025-2026 shall be \$50,482; for 2026-2027 shall be \$51,416; for 2027-2028 shall be \$52,341; and for 2028-2029 shall be \$53,283. See Appendix A-1 for the salary index and A-2, A-3, A-4, A-5, and A-6 for the salary schedules.

To ensure that Gower School District 62 remains competitive throughout the ongoing teacher shortage taking place on a national scale, the salary of any BA-1, BA-2, or BA12-1 teacher listed in salary schedules (Appendix A-2 through A-6) shall be automatically adjusted to match the BA-3 salary for the corresponding year of the contract.

**For example**, a BA-1 teacher hired for the 2024-2025 school year shall receive a salary of \$52,596 (BA-3), and, unless the teacher moves horizontally on the salary index, shall receive a salary of \$54,015 (BA-3) for the 2025-2026 school year, and unless the teacher moves horizontally on the salary index, shall receive a salary of \$55,015 (BA-3) for the 2026-2027 school year. For subsequent years the teacher will move accordingly on the salary schedule as listed in Appendix A-5 and A-6). Furthermore the salary of BA-1, BA-2, or BA12-1 hired in 2027-2028 shall have their salary automatically adjusted to match the BA-3 salary (\$56,005) and the salary of BA-1, BA-2, or BA12-1 hired in 2028-2029 shall have their salary automatically adjusted to match the BA-3 salary (\$57,013).

- 2. Teachers with 19 or more years of service and in the MA lane or beyond will receive a 5.00% increase for the 2024-2025 school year, a 3.00% increase for the 2025-2026 school year, and an increase equal to the most recent December Consumer Price Index (CPI all urban consumers) rate, but no lower than 2.00% and no higher than 5.00% for the 2026-2027, 2027-2028, and 2028-2029 school year, 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 2024-2025 through 2028-2029 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 the winter break or spring break period, payment shall be made on the last workday before such dates. A teacher shall be paid their annual salary on a twelve (12) month basis (24 pay periods). Teachers retiring or resigning from the school district shall receive any remaining salary by June 30<sup>th</sup>. 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 and newly hired teachers, be required to work more than one hundred eighty days (180), the teacher shall have their 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.
  - 2. Newly hired teachers will work up to three (3) additional days prior to the start of the regular school year term in order to become acquainted with the District and receive the necessary training to be prepared for their first day of employment. Newly hired teachers will participate in the locally designed mentor program throughout their pre-tenure years of employment in the District.

#### 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/difficult to staff 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. 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 their 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.
  - 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. Except for 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 lanes.
  - 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, on or before March 15<sup>th</sup> 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)Find the difference between the two lanes listed on the salary schedule for the corresponding school year; 2) Add this difference to last year's salary of the teacher; and 3) Multiply by the current increase for teachers with more than eighteen (18) years of service.
- 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. <u>Illinois Teacher Retirement System Contribution.</u> According to authority granted by the *Pension Reform Act of 1974* and Section 414 (h) (2) of the *Internal Revenue Code*, the Board shall deduct, on the teacher's behalf and from the teacher's earnings from the established salary schedule, the Illinois Teacher Retirement System member contribution.
- **F.** <u>**Reimbursement for Academic Coursework.**</u> 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 their 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.
  - 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.
- 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 each fiscal year.
  - 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 their 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.** <u>**Payroll Deductions.**</u> 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.** <u>Extra Duty Assignments.</u> 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, the teacher shall be paid according to the extra duty schedule (Appendix B).
- I. <u>Mileage Reimbursement.</u> 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 their designee.

- J. <u>Dues Deductions.</u> 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 their years of service in the District, a teacher shall receive a lump sum payment computed by multiplying their 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. <u>Deferred Compensation</u>. 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. <u>Part-Time Teachers' Salary and Benefits.</u> 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 their remaining share of the costs of the full individual health insurance premium.

# XIV. INSURANCE

**A.** <u>Health and Life Insurance</u>. The Board shall pay the cost of individual health (medical and dental) insurance and life insurance premiums for eligible and participating teachers as follows:

#### 1. Medical Insurance.

a. For teachers eligible and participating in the District group plan, the district contribution towards the medical insurance premiums for the rate-setting HMO and PPO plans for the 2024-2025 school year are as follows and for teachers hired before Jan 1, 2024:

HMO - Rate Setting Plan											
	Premium District \$ District % Employee \$ Employee %					Per Check					
FY25											
Single	\$	737.00	\$	635.65	86.2%	\$	101.35	13.8%	\$	50.68	
Single +1	\$	1,733.00	\$	1,154.14	66.6%	\$	578.86	33.4%	\$	289.43	
Family	\$	1,807.00	\$	1.203.52	66.6%	Ś	603.48	33.4%	\$	301.74	

PPO - Rate Setting Plan											
Premium		District \$		District %	Employee \$		Employee %	Per Check			
FY25											
Single	\$	953.00	\$	818.88	85.9%	\$	134.13	14.1%	\$	67.06	
Single +1	\$	2,206.00	\$	1,423.03	64.5%	\$	782.97	35.5%	\$	391.49	
Family	\$	2,406.00	\$	1,564.35	65.0%	\$	841.65	35.0%	\$	420.82	

- b. The district contribution towards the medical insurance premium for the rate-setting HMO plan shall increase upon annual plan renewal at a rate equal to 60% of the total monthly premium increase in the 2025-2026 and 2026-2027 school year and 55% of the total monthly premium increase in the 2027-2028 and 2028-2029 school year. For example, for the 2025-2026 and 2026-2027 school year, the district shall pay \$6.00 for every \$10.00 of the monthly premium increase for the rate-setting HMO plan equivalent.
- c. The district contribution towards the medical insurance premium for the rate-setting PPO plans shall increase upon annual plan renewal at a rate equal to 25% of the total monthly premium increase through the 2028-2029 school year for the rate-setting PPO plan equivalent.
- d. In the event of a monthly premium decrease upon renewal for either the rate-setting HMO or PPO plan, the district shall not lower its most recent dollar amount contribution for the respective plan.
- e. If alternative plans are offered for teacher selection, the district contribution levels for the respective rate-setting HMO and PPO plans shall be used accordingly.
  - i. Teachers hired after Jan. 1, 2024 are eligible for all HMO and PPO plans offered with the district contribution towards the monthly premium for the selected plan limited to the rate-setting HMO plan.
- 2. Working Spouse Surcharge. Due to the high cost of providing health care coverage for dependents and to ensure the equitable use of district funds, the Board encourages working spouses to enroll in their employer benefit program if available. If your working spouse chooses to remain on the District PPO medical insurance plan, an annual surcharge will be applied in the amount of \$600.00, deducted in equal installments along with other benefit deductions. An annual attestation form will be used to certify the coverage of working spouses with employer provided medical insurance available to them.
- **3. Dental Insurance.** For teachers eligible and participating in the District group plan, the district contribution towards dental insurance premiums shall be equal to the district contribution, by percentage, of the current year rate-setting HMO plan for single, single plus one, and family coverage respectively.
- 4. Basic Life/AD&D Insurance. The District shall provide each teacher \$12,000 Basic Life/AD&D at no cost to the teacher.
- **5. Optional Work Site Benefits.** Optional work site benefits (i.e. Vision, Voluntary Life/AD&D, Flexible Spending Account (FSA), Health Savings Account (HSA) etc.) may be offered by the district and are voluntary with any such benefits paid for, in full, by the employee.
- 6. HSA Contribution. The district shall provide an annual contribution to the HDHP HSA account of employees who are enrolled in the HDHP HSA of \$250.

The Board, from time to time, may need to select alternative insurance companies or agents, and shall do so in collaboration with the GEA leadership. Additionally, annual insurance premium renewal rates for plans available to the district shall be provided to the GEA co-presidents as soon as they are approved/adopted for financial planning purposes of the GEA membership.

**B.** <u>Section 125 Plan.</u> 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.** <u>Insurance Premium Payments.</u> A teacher who elects health insurance coverage as per the terms and conditions of said group insurance plan may at that time elect that the Board remit for on the teacher's behalf 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.

## XV. RETIREMENT

#### A. <u>District Retirement Benefit Plan.</u>

- 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 ten (10) years or more, excluding periods of unpaid leaves of absence; and
  - b) Is eligible to retire under the Teachers' Retirement System; 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 the teacher desires to receive the retirement benefit, but no later than May 1, 2029; and

Example:	Notice of intent to retire	Retire at end of school term
	May 1, 2025	2027-2028
	May 1, 2026	2028-2029
	May 1, 2027	2029-2030
	May 1, 2028	2030-2031
	May 1, 2029	2031-2032

- 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.** <u>Major Life Change Provision.</u> Unless the Board has already hired a replacement, a teacher may request in writing to the Board to withdraw of their notice to retire for one or more of the following reasons:
  - 1. Diagnosis of serious illness of the teacher or their 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.** <u>**TRS or Legislative Changes.**</u> 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.

## XVI. EFFECT OF AGREEMENT AND DURATION

- **A.** <u>No Strike Clause.</u> 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.** <u>Complete Understandings and Amendment.</u> 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.** <u>Annual Progress Monitoring.</u> Throughout the term of this Agreement, members of the GEA Negotiations Committee and up to five (5) additional GEA members at large shall meet annually, and no later than the regularly scheduled May Board meeting with the Superintendent and/or the Negotiations Committee of the Board to review and discuss the *state of the contract*, including but not limited to, trends in salary, insurance and benefits, as well as up to date district financial information. The purpose of the annual progress monitoring meeting is informative in nature and a step to ensure an ongoing commitment to transparency and clear communication for all parties.
- **D.** <u>Savings Clause.</u> 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.
- **E. Duration.** This Agreement shall be effective with the commencement of the first regularly scheduled business day of the 2024-2025 school term and shall remain in full effect until the close of the regularly scheduled business day prior to the start of the 2029-2030 school term pending any Association Reopening Period (Sect. II A.1).

#### GOWER EDUCATION ASSOCIATION, IEA/NEA

		&	
Jennifer Lapacek, Co-President	Date	Jennifer Pollock, Co-President	Date
BOARD OF EDUCATION, GOW	ER SCHOO	DL DISTRICT 62, DuPAGE COUNT	Y, ILLINOIS
Ryan Asmus, Presid	lent	Date	

Nagla Fetouh, Vice President

Date

	Safary Schedule Index								
Step	BA	BA12	<b>BA24</b>	MA	MA12^	<b>MA18</b>	MA24^	MA36	
1	1	1.045	1.09	1.135	1.175	1.195	1.215	1.255	
2	1.035	1.08	1.125	1.17	1.21	1.23	1.25	1.29	
3	1.07	1.115	1.16	1.205	1.245	1.265	1.285	1.325	
4	1.11	1.155	1.2	1.245	1.285	1.305	1.325	1.365	
5	1.15	1.195	1.24	1.285	1.325	1.345	1.365	1.405	
6	1.195	1.24	1.285	1.33	1.37	1.39	1.41	1.45	
7	1.24	1.285	1.33	1.375	1.415	1.435	1.455	1.495	
8	1.285	1.33	1.375	1.42	1.46	1.48	1.5	1.54	
9	1.33	1.375	1.42	1.465	1.505	1.525	1.545	1.585	
10	1.375	1.42	1.465	1.51	1.55	1.57	1.59	1.63	
11		1.465	1.51	1.555	1.595	1.615	1.635	1.675	
12		1.51	1.555	1.6	1.64	1.66	1.68	1.72	
13			1.6	1.645	1.685	1.705	1.725	1.765	
14	Base Increase		1.65	1.695	1.735	1.755	1.775	1.815	
15	Only	Base Increase		1.745	1.785	1.805	1.825	1.865	
16	1	Only	Base Increase	1.795	1.835	1.855	1.875	1.915	
17			Only	1.835	1.875	1.895	1.915	1.955	
18				1.875	1.915	1.935	1.955	1.995	

Appendix A-1 Salary Schedule Index

^ MA+12 and MA+24 Lanes are not accessible to employees other than employees in said Lanes as of June 30, 2015.

# Appendix A-2

	Salary Schedule 2024-25										
Step	BA	<b>BA12</b>	BA24	MA	MA12	MA18	MA24	MA36			
1	49,492*	51,719*	53,946	56,173	58,153	59,143	60,133	62,112			
2	51,224*	53,451	55,678	57,905	59,885	60,875	61,865	63,844			
3	52,956	55,183	57,411	59,638	61,617	62,607	63,597	65,577			
4	54,936	57,163	59,390	61,617	63,597	64,587	65,577	67,556			
5	56,916	59,143	61,370	63,597	65,577	66,566	67,556	69,536			
6	59,143	61,370	63,597	65,824	67,804	68,794	69,783	71,763			
7	61,370	63,597	65,824	68,051	70,031	71,021	72,011	73,990			
8	63,597	65,824	68,051	70,278	72,258	73,248	74,238	76,217			
9	65,824	68,051	70,278	72,506	74,485	75,475	76,465	78,445			
10	68,051	70,278	72,506	74,733	76,712	77,702	78,692	80,672			
11		72,506	74,733	76,960	78,939	79,929	80,919	82,899			
12		74,733	76,960	79,187	81,167	82,156	83,146	85,126			
13			79,187	81,414	83,394	84,384	85,373	87,353			
14	Base Increase		81,661	83,889	85,868	86,858	87,848	89,828			
15	Only	Base Increase		86,363	88,343	89,333	90,323	92,302			
16		Only	Base Increase	88,838	90,817	91,807	92,797	94,777			
17			Only	90,817	92,797	93,787	94,777	96,756			
18				92,797	94,777	95,767	96,756	98,736			

\*Automatically adjusted to BA3 (\$52,956)

	Salary Schedule 2025-26									
Step	BA	BA12	BA24	MA	MA12	<b>MA18</b>	MA24	MA36		
1	50,482*	52,753*	55,025	57,297	59,316	60,326	61,335	63,354		
2	52,249*	54,520	56,792	59,064	61,083	62,092	63,102	65,121		
3	54,015	56,287	58,559	60,830	62,850	63,859	64,869	66,888		
4	56,035	58,306	60,578	62,850	64,869	65,879	66,888	68,907		
5	58,054	60,326	62,597	64,869	66,888	67,898	68,907	70,927		
6	60,326	62,597	64,869	67,141	69,160	70,169	71,179	73,198		
7	62,597	64,869	67,141	69,412	71,432	72,441	73,451	75,470		
8	64,869	67,141	69,412	71,684	73,703	74,713	75,722	77,742		
9	67,141	69,412	71,684	73,956	75,975	76,985	77,994	80,013		
10	69,412	71,684	73,956	76,227	78,247	79,256	80,266	82,285		
11		73,956	76,227	78,499	80,518	81,528	82,538	84,557		
12		76,227	78,499	80,771	82,790	83,800	84,809	86,828		
13			80,771	83,042	85,062	86,071	87,081	89,100		
14	Base Increase		83,295	85,566	87,586	88,595	89,605	91,624		
15	Only	Base Increase		88,090	90,110	91,119	92,129	94,148		
16	]	Only	Base Increase	90,615	92,634	93,643	94,653	96,672		
17			Only	92,634	94,653	95,663	96,672	98,692		
18				94,653	96,672	97,682	98,692	100,711		

Appendix A-3

\*Automatically adjusted to BA3 (\$54,015)

# Appendix A-4

Salary Schedule 2026-27								
Step	BA	BA12	BA24	MA	MA12	<b>MA18</b>	MA24	MA36
1	51,416*	53,729*	56,043	58,357	60,413	61,442	62,470	64,527
2	53,215*	55,529	57,843	60,156	62,213	63,241	64,269	66,326
3	55,015	57,328	59,642	61,956	64,012	65,041	66,069	68,126
4	57,071	59,385	61,699	64,012	66,069	67,097	68,126	70,182
5	59,128	61,442	63,755	66,069	68,126	69,154	70,182	72,239
6	61,442	63,755	66,069	68,383	70,439	71,468	72,496	74,553
7	63,755	66,069	68,383	70,696	72,753	73,781	74,810	76,866
8	66,069	68,383	70,696	73,010	75,067	76,095	77,123	79,180
9	68,383	70,696	73,010	75,324	77,380	78,409	79,437	81,494
10	70,696	73,010	75,324	77,637	79,694	80,722	81,751	83,807
11		75,324	77,637	79,951	82,008	83,036	84,064	86,121
12		77,637	79,951	82,265	84,322	85,350	86,378	88,435
13			82,265	84,579	86,635	87,664	88,692	90,748
14	Base Increase		84,836	87,149	89,206	90,234	91,263	93,319
15	Only	Only Base Increase	Base Increase	89,720	91,777	92,805	93,833	95,890
16				92,291	94,348	95,376	96,404	98,461
17			Only	94,348	96,404	97,432	98,461	100,517
18				96,404	98,461	99,489	100,517	102,574

\*Automatically adjusted to BA3 (\$55,015)

Salary Schedule 2027-28								
Step	BA	<b>BA12</b>	<b>BA24</b>	MA	MA12	MA18	MA24	<b>MA36</b>
1	52,341*	54,696*	57,052	59,407	61,501	62,548	63,594	65,688
2	54,173*	56,528	58,884	61,239	63,333	64,379	65,426	67,520
3	56,005	58,360	60,716	63,071	65,165	66,211	67,258	69,352
4	58,099	60,454	62,809	65,165	67,258	68,305	69,352	71,446
5	60,192	62,548	64,903	67,258	69,352	70,399	71,446	73,539
6	62,548	64,903	67,258	69,614	71,707	72,754	73,801	75,895
7	64,903	67,258	69,614	71,969	74,063	75,109	76,156	78,250
8	67,258	69,614	71,969	74,324	76,418	77,465	78,512	80,605
9	69,614	71,969	74,324	76,680	78,773	79,820	80,867	82,961
10	71,969	74,324	76,680	79,035	81,129	82,175	83,222	85,316
11		76,680	79,035	81,390	83,484	84,531	85,578	87,671
12		79,035	81,390	83,746	85,839	86,886	87,933	90,027
13			83,746	86,101	88,195	89,241	90,288	92,382
14	Base Increase		86,363	88,718	90,812	91,859	92,905	94,999
15	Only	Dase Intrease	Base Increase Only	91,335	93,429	94,476	95,522	97,616
16				93,952	96,046	97,093	98,139	100,233
17				96,046	98,139	99,186	100,233	102,327
18				98,139	100,233	101,280	102,327	104,420

Appendix A-5

\*Automatically adjusted to BA3 (\$56,005)

Salary Schedule 2028-29								
Step	BA	BA12	BA24	MA	MA12	MA18	MA24	MA36
1	53,283*	55,681*	58,079	60,476	62,608	63,673	64,739	66,870
2	55,148*	57,546	59,944	62,341	64,473	65,538	66,604	68,735
3	57,013	59,411	61,808	64,206	66,338	67,403	68,469	70,600
4	59,144	61,542	63,940	66,338	68,469	69,535	70,600	72,732
5	61,276	63,673	66,071	68,469	70,600	71,666	72,732	74,863
6	63,673	66,071	68,469	70,867	72,998	74,064	75,129	77,261
7	66,071	68,469	70,867	73,264	75,396	76,461	77,527	79,658
8	68,469	70,867	73,264	75,662	77,793	78,859	79,925	82,056
9	70,867	73,264	75,662	78,060	80,191	81,257	82,323	84,454
10	73,264	75,662	78,060	80,458	82,589	83,655	84,720	86,852
11		78,060	80,458	82,855	84,987	86,052	87,118	89,249
12		80,458	82,855	85,253	87,384	88,450	89,516	91,647
13			85,253	87,651	89,782	90,848	91,913	94,045
14	Base Increase		87,917	90,315	92,446	93,512	94,578	96,709
15	Only	Base Increase		92,979	95,110	96,176	97,242	99,373
16		Only	Base Increase	95,643	97,775	98,840	99,906	102,037
17	]		Only	97,775	99,906	100,972	102,037	104,169
18				99,906	102,037	103,103	104,169	106,300

Appendix A-6

\*Automatically adjusted to BA3 (\$57,013)

## APPENDIX B EXTRA DUTY PAYMENT SCHEDULE

#### **<u>CATEGORY A</u>**: Activities paid as a flat stipend rate\*

Activity-Stipend	Years 1-5	Years 6-10	Years 11+
Band (Middle)	\$4,000	\$4,600	\$5,290
Basketball-Boys JV	\$3,000	\$3,450	\$3,967
Basketball-Girls JV	\$3,000	\$3,450	\$3,967
Basketball-Boys V	\$4,000	\$4,600	\$5,290
Basketball-Girls V	\$4,000	\$4,600	\$5,290
Cheerleading-Head Coach	\$2,850	\$3,278	\$3,769
Cheerleading-Assistant Coach*	\$2,225	\$2,559	\$2,943
Chess	\$2,000	\$2,300	\$2,645
Cross Country-Boys	\$2,850	\$3,278	\$3,769
Cross Country-Girls	\$2,850	\$3,278	\$3,769
Golf	\$725	\$834	\$959
Gower House Directors (2)	\$1,850	\$2,127	\$2,446
Musical Director	\$3,150	\$3,623	\$4,166
Assistant Director-Music	\$2,650	\$3,047	\$3,505
Assistant Director-Choreography	\$2,650	\$3,047	\$3,505
Scholastic Team	\$2,000	\$2,300	\$2,645
Science Olympiad - GM (Moderator 1 & 2)	\$2,000	\$2,300	\$2,645
Science Olympiad - GW (Moderator 1, 2 & 3*)	\$995	\$1,144	\$1,315
Soccer-Boys	\$2,990	\$3,438	\$3,954
Soccer-Girls	\$2,990	\$3,438	\$3,954
Student Council (Moderator 1 & 2)	\$2,425	\$2,789	\$3,207
Swimming	\$575	\$661	\$760
Track-Head Coach	\$2,150	\$2,472	\$2,843
Track-Assistant*	\$1,280	\$1,472	\$1,692
Track-Assistant**	\$1,280	\$1,472	\$1,692
Volleyball-Boys	\$2,400	\$2,760	\$3,174
Volleyball-Girls JV	\$2,600	\$2,990	\$3,438
Volleyball-Girls Varsity	\$3,250	\$3,737	\$4,298
Wrestling-Head Coach	\$4,000	\$4,600	\$5,290
Wrestling-Assistant Coach*	\$2,725	\$3,133	\$3,603
Yearbook	\$2,990	\$3,438	\$3,954
Yearbook Assistant	\$1,500	\$1,725	\$1,984

\*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 the hourly rate listed in Category B for the corresponding school year.

**<u>CATEGORY B</u>**: 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)	30	Gower House Leaders (Up to 8)	15
Basketball Camp (GW)	20	New Teacher Mentor 2-yr (<4 yrs. exp.)	50
Badminton (GM)	25	New Teacher Mentor 2-yr (>4 yrs. exp.)	35
Chorus (GM)	50	Gower Media Club (GM)	15
Chorus (GW)	50	Service Club Moderator (GW) (1 or 2)	40
Cooking Club (GM)	25	Yearbook Club (GW)	20
Flag Line (GM)	30	New Club^	15
Garden Club (GM)	20	New Club^	15
Gower PRIDE	20	New Club^	15

\*Hourly rate of \$28.44 in 2024-25 with an increase in the 2025-26, 2026-27, 2027-28, and 2028-29 school year equal to the most recent December Consumer Price Index (CPI-U) rate, but no lower than 2% and no higher than 5%.

^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.

**<u>CATEGORY C</u>**: 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)

ACTIVITY	AMOUNT	ACTIVITY	AMOUNT
Crowd Supervision	\$25.00/hour	District Committee Work	\$28.00/hour
Scorebook Official	\$40.00/game, match, or meet	District-Approved Projects	\$28.00/hr
Scoreboard Operator	\$40.00/game, match, or meet	Summer School Teaching	\$45.00/hour
Extended Day Field Trip Supervision	\$25.00/hour	Homebound Teaching	\$45.00/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

# APPENDIX C SICK LEAVE BANK

#### RULES, REGULATIONS, AND GUIDELINES

- 1. The Gower Education Association established a Sick Leave Bank at the start of the 1990-1991 school year, 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. Every teacher choosing to belong to the Sick Leave Bank shall contribute one (1) day of accumulated sick leave within thirty (30) days of employment. If a teacher chooses not to participate, the teacher forfeits all rights to join in the future.
- 3. 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.
- 4. To be eligible to draw upon the Volunteer Sick Leave Bank, each participant must have:
  - a. Exhausted their own reserve of sick leave days and any other paid time off if available.
  - 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. L.
  - c. Submitted a physician's statement verifying the prolonged personal illness which makes it impossible for the employee to perform their 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.
- 5. The maximum number of days which may be withdrawn by a participant shall not exceed forty-five (45) days per school year, unless otherwise approved through a mutual agreement between the GEA and the Board.
- 6. Only participants in the Sick Leave Bank may apply for sick leave days.
- 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.
- 8. 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.

- 9. 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.
- 10. Participants withdrawing sick leave days from the Bank will not have to replace these days except as a regular contributing member of the Bank.
- 11. Any days remaining in the Bank at the end of a school year will be placed in the next year's Bank.
- 12. 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.
- 13. The Bank shall be applicable only to employee illness.
- 14. 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.