Collective Bargaining Agreement

Gardner-South Wilmington Township
High School District #73
Grundy and Kankakee Counties, Illinois
And
Gardner-South Wilmington Council,
AFT Local 604 AFL-CIO

July 1, 2026-June 30, 2029

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GARDNER-SOUTH WILMINGTON COUNCIL
OF AFT LOCAL 604

ARTICLE I
RECOGNITION

The Board of Education of Gardner-South Wilmington Township High School District No. 73, Grundy and Kankakee Counties, Illinois, hereinafter referred to as the "Board", recognizes Gardner-South Wilmington Council of AFT Local 604 hereinafter referred to as the "Union", as the sole and exclusive bargaining representative for all full-time and regularly employed part-time teachers, hereinafter referred to as "Teachers", specifically excluding the Superintendent, Assistant Superintendent/Principal, Secretarial staff, Custodial staff, Cafeteria staff, and positions which are excluded by the terms of the Illinois Educational Labor Relations Act (IELRA). The IELRA also specifically names temporary (short-term) and student positions as being excluded from this agreement.

The Board agrees not to negotiate with any other teacher's organization, or individual teacher, with regard to these items contained in this Agreement for the duration of this Agreement.

ARTICLE II
PART-TIME BENEFITS

All part-time teachers shall receive pro-rata salary and benefits based on the percentage of time they work. Benefits include sick leave and personal leave.

Part-time teachers shall remain on the same step of the salary schedule for two years before moving to the next step. This procedure shall continue for as long as the part-time teacher remains in District #73.

ARTICLE III
LEAVES

3.1 SICK LEAVE - Each employee shall be entitled to fourteen (14) sick leave days per school year for years 1-10, sixteen (16) days for years 11-20, and eighteen (18) days for 20 years and beyond. Years shall mean service with the District. Sick leave shall accumulate from year to year to a maximum of 340 days, but the maximum shall not include the annual allotment of sick leave days to which each employee is entitled for the current school year. Sick leave shall be interpreted to mean personal illness, mental or behavioral health complications, quarantine at home, or serious illness or death of a member of the immediate family or household of the employee. Immediate family as defined in the School Code (105 ILCS 5/24-6). Unused sick leave days not used for service credit with the Teachers' Retirement System shall be compensated at the rate of $90.00 per day upon retirement. Pay for unused sick leave days will be paid on the first payday in July or on the first payday following the final regular paycheck, whichever occurs later, after the school year in which the teacher retires.

3.2 PERSONAL BUSINESS LEAVE – The Board will grant each employee three (3) days personal business leave per school year without loss of pay, provided that:

A. Written advance notice of the necessity for personal business leave shall be submitted as soon as possible to the Superintendent or his/her designee.

B. Personal business leave may only be used on the school day preceding or immediately following a school holiday or vacation if approval is granted by the Superintendent.

C. No more than two (2) employees shall be permitted to utilize a personal business leave day on the same calendar date.

D. The first and last days of teacher attendance in any given school year are not eligible for personal business leave.

E. Approval will not be given for more than one day to be used by an individual teacher before or after a holiday or the combination of before and after a holiday.

Teachers may roll unused personal leave days over into accumulated sick leave.

3.3 PROFESSIONAL LEAVE – The Board will grant two (2) days of professional leave per year to each employee covered by this Agreement for professional development; provided, however, that:

A. Prior written approval must be given by the Superintendent for such professional leave;

B. The professional leave must relate directly to the employee's classroom and professional duties within this School District; and,

C. Said professional leave shall be non-cumulative and, in the event that any employee does not use his or her professional leave, said employee shall not be compensated for any unused professional leave days.

D. Each teacher shall demonstrate knowledge attained through one of the following:
    1. submitting a written report to the Board,
    2. presenting at a Board meeting, or
    3. presenting to Faculty at a scheduled faculty meeting or a department meeting.

In the event that the Board directs an employee to participate in any particular professional conference or meeting, then the Board shall pay the required tuition, fees, and mileage to and from the location of the conference or meeting and Gardner, Illinois. Additionally, in the event that the Board directs an employee to participate in any particular professional conference or meeting, the days so spent shall not be deducted from the number of professional leave days allowed to such employees.

3.4 FAMILY MEDICAL LEAVE (FMLA)– The Board may grant child care leave with pay to eligible teachers in the District subject to the following conditions:

A. All such leaves shall be for a fixed period with specific beginning and ending dates not to exceed fifteen (15) weeks in duration, during which time a teacher will use any accumulated sick leave. The length of such leaves shall be mutually agreed upon by the teacher and the administration provided the termination of such leave during the school year shall be nonprecedential. Any leave granted after the exhaustion of FMLA will be unpaid.

B. The teacher may apply for an extension of a leave granted at any time prior to ninety (90) days before the leave is to terminate. Granting of such an extension shall be at the sole discretion of the Board and will in each case terminate with a fixed date and shall be non-precedential.

C. Requests to the Board for child care leave shall be in writing and made no later than seventy-five (75) calendar days prior to the date the teacher is requesting the leave to commence.

D. In the case of adoption or placement of a foster child, a teacher shall keep the Superintendent and/or designee informed and make appropriate arrangements for the commencement and the duration of the leave with the Superintendent.

3.5 BEREAVEMENT DAYS – Each employee shall annually receive three (3) bereavement days for the school year. Bereavement days may be used for family as defined by the school code as well as aunts, uncles, nieces, nephews and first cousins. Documentation such as a funeral notice may be required for an absence. There shall be no accumulation of bereavement leave from one school year to the next school year. The three (3) days shall not be deducted from the accumulated days of sick leave or personal leave. Any paid bereavement leave will count towards the number of unpaid leave days the employee is eligible to use under the Family Bereavement Leave Act(FBLA).

3.6 BORROWED SICK DAYS – Teachers may, during an extended illness or injury of themselves or in one's immediate family or household, borrow from their own "future" sick leave days not to exceed ten (10) days upon the depletion of their accumulated sick leave. These days will be subtracted from the sick leave days they accumulate in the future. Additional days above ten (10) may not be borrowed until the current borrowed days are "paid back" by the advent of a new school year.

In the event that a teacher who has borrowed future sick leave days leaves the employ of the school district for whatever reason, the sick leave days that the employee has borrowed from future years shall be considered dock days, and the amount of salary for these days shall be deducted from the employee's final paycheck(s). The Superintendent is responsible for its implementation and recommendation to the Board for its approval. This article will be non-grievable.

3.7 SICK LEAVE BANK - The Sick Leave Bank is a voluntary bank of Union Members' sick leave days administered by the Union's Executive Board, which may be used by participating Union Members in the case of prolonged or exceptional cases of absence due to catastrophic illness, injury, hospitalization, personally or in their immediate family or household, as defined in School Code 105 ILCS 5/24-6, and who have exhausted their own accumulated sick leave and personal leave days. The Board and Union agree that the Board shall, pursuant to the direction of the Union's Executive Board, accept voluntary donations of Members' sick leave days to the Sick Leave Bank, shall hold these days, and subsequently distribute these days from the Sick Leave Bank as directed.

The Gardner-South Wilmington Council, AFT Local 604, shall indemnify and hold harmless the Board, its members, officers, agents and employees from any and all claims, demands, actions, complaints, suits, costs, losses and expenses or other forms of liability including, but not limited to, the cost of defense thereof and attorneys' fees therewith in any manner resulting from or arising out of or connected with this provision or the consequences therefore or that shall arise out of or by reason of action taken by the Board for the purposes of complying with this provision.

ARTICLE IV
GRIEVANCE PROCEDURE

4.1 DEFINITIONS

A. Any claim by the Union or any teacher that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement shall be a grievance.

B. All time limits contained herein shall consist of school days, except that when a grievance is submitted fewer than ten (10) days before the close of the current school year, time limits shall consist of all weekdays. In summer months, time limits shall be doubled.

4.2 PROCEDURES – The parties hereto acknowledge that it is usually most desirable for a Teacher and his or her immediately involved supervisor to resolve problems through free and informal communications. When requested by the employee, a Union representative may accompany the employee to assist in the informal resolution of the grievance. If, however, the informal process fails to satisfy the Teacher or the Union, a grievance may be processed as follows:

A. The Teacher or the Union may present the grievance in writing, within ten (10) days of the date of the event giving rise to the grievance, to the immediately involved supervisor, which grievance shall state the article, section and clause of this Agreement alleged to be violated, misrepresented or misapplied, and which grievance shall further state the remedy which is sought. Within five (5) days after the receipt of the grievance, the immediately involved supervisor will arrange for a meeting to take place. The Union's representative shall be present for the meeting. Within five (5) days of the meeting, the grievant and the Union shall be provided with the Supervisor's written response.

B. If the grievance is not resolved in step 4.2A, then the Union may refer the grievance to the Superintendent or his officially designated representative within five (5) days after the receipt of the Step 4.2A answer or within ten (10) days of the Step 4.2A meeting, whichever is later. The Superintendent shall arrange with the Union for a meeting to take place within five (5) days of the Superintendent's receipt of the appeal. Each party shall have the right to include in its representation such witnesses and counsel as it deems necessary. Within five (5) days of the meeting, the Union shall be provided with the Superintendent's written response.

C. If the Union is still not satisfied with the disposition of the grievance at Step 4.2B or the time limits expire without the issuance of the Superintendent's written reply, the Union may submit the grievance to final and binding arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Association, which shall act as the Administration of the proceeding. If a demand for arbitration is not filed within thirty (30) days for the 4.2B answer, then the grievance shall be deemed withdrawn.

1. The Union shall not be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the immediately involved supervisor and the Superintendent. Similarly, neither the Board nor its Superintendent shall be permitted to assert any grounds or evidence before the Arbitrator which were not previously disclosed to the Association.

2. The Arbitrator shall have no power to alter the terms of this Agreement.

3. Each party will pay its own costs of representation and the cost of a transcript of the arbitration proceedings, if requested.

4. The cost of the American Arbitration Association is to be shared equally by the parties.

4.3 BYPASS TO SUPERINTENDENT – If the Union and the Superintendent agree, Step 4.2A of the grievance procedure may be bypassed and the grievance brought directly to the Superintendent.

4.4 BYPASS TO ARBITRATION – If the Superintendent and the Union agree, a grievance may be submitted directly to arbitration.

4.5 CLASS ACTION GRIEVANCE – Class action grievance involving one or more employees or one or more supervisors, and grievances involving an administrator above the building level may be initially filed by the Union at Step 4.2B.

4.6 UNION PARTICIPATION – TEACHER REPRESENTED – The Board acknowledges the right of the Union's grievance representative to participate in the processing of a grievance at any level, and no teacher shall be required to discuss any grievance if the Union's representative is not present.

4.7 UNION PARTICIPATION – TEACHER NOT REPRESENTED – When a teacher is not represented by the Union, the Union shall have the right to have its representative present to state its view at any stage where the grievance is to be adjusted.

4.8 BOARD NOTIFICATION OF GRIEVANCE – The Board shall be notified in writing of all unresolved grievances prior to Step 4.2C.

4.9 NO REPRISALS CLAUSE – No reprisals shall be taken by the Board or Administration of the School District against any teacher because of his or her participation in a grievance.

4.10 RELEASE TIME – Should the processing of any grievance require that the grievant or the Union representative be released from his or her assignment, then he or she shall be released without loss of pay or benefit.

4.11 FILING OF MATERIALS – All records related to a grievance shall be filed separately from the personnel files of the participant.

4.12 GRIEVANCE WITHDRAWN – A grievance may be withdrawn at any level without establishing precedent and if withdrawn the grievance shall be treated as not ever having been filed.

ARTICLE V
WORKING CONDITIONS

5.1 LENGTH OF SCHOOL YEAR – The school year for teachers covered by this Agreement shall consist of 180 days. Although the school calendar may provide for 185 days, sufficient non-work days shall be given so that the 180 work day calendar will not be exceeded.

5.2 LENGTH OF SCHOOL DAY – The school day for teachers shall be seven (7) hours and forty (40) minutes. The normal work day shall start at 7:45 a.m. and end at 3:25 p.m. Any deviation from the normal work day must be approved by the administration. The normal student day shall start at 8:00 a.m. and end at 2:56 p.m. On Fridays, teachers can leave after the buses leave.

5.3 PLAN TIME – Each full-time classroom teacher will receive the equivalent of 54 minutes of plan time daily and receive a minimum of a thirty(30) minute duty free lunch daily.

Certified staff with caseloads will receive two paid days per year(one each semester) to work on goal writing, preparation for annual reviews, and any other IEP paperwork or requirements to meet the needs of their caseload.

The driver's education teacher will have an identified plan period within his/her teaching schedule. As the driver's education teacher deems appropriate and necessary, he/she will utilize a "floating preparation period" to provide behind the wheel instruction to students. The driver's education teacher will not lose contracted

planning time during the school day but may move the plan time from one period to another to coordinate with student non-academic time availability. The driver's education teacher will not receive additional compensation for using a "floating" plan period to meet the needs of the driver's education program nor be required to make-up duty time if he/she is driving during that period.

5.4 SENIORITY - Seniority, the length of service as a full-time teacher, shall be computed from the date of Board hiring or the date of service began, whichever date is earlier. In order to advance on the salary schedule and the seniority list, a teacher may use no more than sixty (60) days of unpaid leave in a given school year.

5.5 PERSONNEL FILE – Only one (1) official file shall be kept for each teacher by anyone anywhere, in or outside the schools. Upon written request each teacher shall have access to his/her file and has a right to insert materials relevant to his/her service in the district. Such written request must identify what records the employee is requesting, specify whether they want to inspect, copy, or receive copies of the records, specify hard copy or electronic copy, and specify whether inspection will be performed by or with an employee representative (HB3763). Letters of recommendation written for the teacher may not be viewed by the teacher.

Should disciplinary material be added or deleted from a teacher's personnel file, the teacher must be notified.

The Personnel Records Review Act shall be followed.

No derogatory material will be added to a teacher's file unless the material to be filed has been signed and dated by the teacher. Teachers are obligated to sign such material recognizing that signing only indicates that the teacher has seen and read the material. Signing does not imply that the teacher agrees with the material.

Teachers have the right to attach dissenting or explanatory material to any item in his/her file.

Personal files should be reviewed during normal business hours and not disrupt the school operations.

5.6 ATTENDANCE AT SCHOOL FUNCTIONS - All teachers are required to attend graduation and freshman orientation. On the last day of non-student attendance, teachers may leave once their grades are entered and all check out procedures are completed with the administration.

5.7 POSTING OF POSITIONS – All vacancies (newly created positions or positions that become available because the employee holding that position has left the district or bargaining unit) shall be made available to all teachers as they occur.

All vacancies must be posted for five (5) working days prior to being filled.

Any positions being held by non-certified staff or external employees will remain in their roles unless they are evaluated out by administration or leave the position, Once

the position becomes available, all certified staff must be interviewed and considered for all positions including all extra duties, coaching, and extra curricular events/work.

5.8 COMMITTEES AND STAFF MEETINGS - All school committees shall meet during contractual hours. Committee assignments shall be divided up evenly among faculty members. Committee meeting times shall be divided equally among existing committees. Before a faculty member is requested to serve on two committees, every faculty member must be assigned to at least one committee. There must be a minimum of two days notice to schedule a committee meeting.

Once per month teachers may be obligated to stay until 4:00 p.m. if necessary for a committee meeting. Staff will receive at least two weeks notice prior to scheduling a meeting outside of contractual hours.

5.9 SUBSTITUTE PAY – Teachers and non-teaching bargaining unit members (e.g. counselors, school social workers) who substitute for absent teachers shall be paid $43.00 for a 54 minute period. Substitution will be offered to teachers in the order of seniority of available teachers on a rotating basis. In the event that volunteers are not available, teachers may be assigned substitution in the order of inverse-seniority of available teachers on a rotating basis. No bargaining unit member will perform substitution more than one class period per day, nor be forced to perform substitution more than twice a quarter.

Teachers and union bargaining members(including social workers, counselors, etc.)who are asked to substitute during 5A or 5B Learning Lab will be compensated at 60% of the standard substitute rate of $43, which equals $25.80. This adjusted rate reflects the reduced instructional time of 32 minutes, compared to the original 54 minutes outlined in the contract prior to the bell schedule change.

5.10 VOLUNTEER MORNING DUTY - Teachers who serve as morning duty supervisors will report to their assigned position at 7:30 am. The teachers working this position will be allowed to leave the building at 3:10 p.m. This duty will be offered to teachers each quarter in the order of seniority. In the event no teacher accepts this duty, it will be assigned in the order of inverse-seniority.

5.11 EXTRA COURSE WORKLOAD – A stipend equal to one-sixth (1/6) of a beginning teacher's pay on the current salary schedule shall be paid to certified employees per year who give up their preparation period or forego their supervision assignment to teach a 6th assignment (an additional class).

ARTICLE VI
UNION RIGHTS

6.1 INFORMATION TO UNION – The Board shall furnish to the Union President the following documents:

- Board agendas and packets
- Official Board minutes
- Annual audit

- Current fiscal year budget
- Scattergram (annual)

The Union President shall be provided with a complete list of the following information for all employees in the bargaining unit within ten (10) days of the start of the school year and within ten (10) days from the date of a new hire: name, address, job title, date of hire, worksite location, employee identification number, work telephone number, work email address, personal home or cellular phone number and personal email address. The list should be in Excel format (or equivalent).

6.2 FOIA - The Union shall be notified as soon as practicable of the Board's receipt of a Freedom of Information Act (FOIA) request that asks for information about any bargaining unit member. In response to any such outside request, the Board shall not divulge any of the following employee information: home address (including zip code and county), date of birth, home/personal phone number, personal email address, any information related to membership status in a labor organization or name(s) of such organization(s), whether or not an employee has authorized the payment of dues or moneys to such an organization, the amounts of any such dues or moneys, and emails or other communications between a labor organization and its members. The Board shall provide the Union with a copy of any response to any such FOIA request within five (5) business days of sending the response.

6.3 UNION-SUPERINTENDENT MEETINGS – The Superintendent and representative of the Union shall meet once a month to discuss matters of mutual concern and contract implementation issues.

6.4 DUES DEDUCTION - The District shall honor employees' individually authorized deduction forms, and shall make such deductions in the amounts certified by the Union for union dues, assessments, or fees. Following receipt of written authorization by an employee, the Board will commence payroll deductions in an amount certified by the Union for dues, assessments, or fees by no later than thirty (30) days after receipt of said authorization. Authorized deductions shall be irrevocable except in accordance with the terms under which an employee voluntarily authorized said deductions, or as otherwise allowed by law. Dues revocations are processed by the Union. In the event that an employee revokes his or her dues in accordance with the terms in which he or she authorized the dues deductions, or as allowed by law, the Union will notify the employer.

The District agrees to remit these dues and/or fees to the Union once each month that dues/fees are deducted. A list of teachers for whom deductions have been made and the amount of each deduction shall accompany the first remission. Any changes in personnel from the list previously furnished shall be submitted to the Union within ten (10) work days. In the event an employee claims that deductions are being made unlawfully under state law, the District shall continue to make the deductions and transmit them to an escrow account with the Illinois Educational Labor Relations Board, or, if one is established by the Union, to the Union in accordance with the Illinois Educational Labor Relations Act.

The Union shall indemnify and hold harmless the Board, its members, officers, agents, and employees from and against any and all claims, demands, actions, complaints, suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board for the purposes of complying with this Section, including any claims, demands, actions, complaints, suits, or other forms of liability arising out of claims that payroll deductions made under this Section were not authorized by an employee.

6.5 USE OF SCHOOL FACILITIES – In so far as no cost to the district is incurred or no removal of equipment or property from the premises of the district is allowed, it is recognized that reasonable use of school facilities by the Union is permitted.

ARTICLE VII
EVALUATION

The teacher evaluation plan shall be developed in cooperation with the PERA Joint Committee(PJC). The group shall meet yearly prior to the start of each school year and all updated documents will be sent to all certified staff prior to the evaluation cycle beginning.

ARTICLE VIII
SALARY

8.1 SALARY SCHEDULE – APPENDIX A

8.2 PAY DAYS – Each employee shall be paid on the basis of 24 equal payments. Payment shall be by direct deposit.

If a regular pay date during the school term falls on a bank holiday, teachers shall be paid on the last non-bank holiday prior here to and pay stubs will be sent via email.

Pay days shall be on the 15th and 30th of each calendar month each year, except during the month of February when pay days shall be on the 15th and the last day of said month.

8.3 TRS CONTRIBUTION – According to authority granted by the Pension Reform Act of 1974, Section 494(h)(2) of the Internal Revenue Code, the Board will, as a fringe benefit, pick up and pay on behalf of each employee the cost of the employee's required contribution to the Teacher's Retirement System not to exceed 9.0%. In addition, the Board will pay-up to one percent of the teacher's salary (1.0%) for the retired teacher medical insurance.

8.4 EXTRA PAY STIPENDS – The supplemental pay schedule shall be set forth in Appendix B, which is attached to and incorporated into this Agreement.

Supplemental pay shall be added to the Teacher's salary and shall be paid in each pay period so long as the Teacher in question is able to perform the supplemental job to

which he or she is assigned. Should a teacher leave, resign or be unable to perform the supplemental job before it is complete, they may be required to pay back a prorated amount of the stipend. All supplemental pay will be paid on the basis of 24 equal payments.

8.5 PLACEMENT ON THE SALARY SCHEDULE – For initial placement on the salary schedule, new teachers will be given credit for up to ten years of prior full-time teaching experience at the discretion of the Board of Education. Credit will be issued in full year increments only. If an initial placement has more than 10 years of experience, placement must be mutually agreed upon by the Board of Education and the Union.

ARTICLE IX
INSURANCE

9.1 HEALTH INSURANCE – The Board will provide health insurance to all full-time teachers employed by the Board and shall pay the individual teacher's premium for such health insurance under this Agreement up to $850 per month. Additionally, for those full-time teachers with dependents, as defined by the terms of the group health policy in force at the time of the execution of this agreement, the Board shall contribute $250 per month towards the purchase of dependent coverage for all full-time teachers electing such dependent coverage.

In addition to health insurance, the Board shall provide at no cost to the teacher, a dental insurance plan. Employees may elect to participate in a vision insurance plan.

For the 2026-27, 2027-28, and 2028-29 school years, any monthly premium cost over the already $850 board paid contribution will be divided by the Board additionally paying 60% of the amount over $850 and the employee paying 40%.

9.2 DEDUCTIBLE TIMETABLE – Each teacher is responsible for paying the first half(1/2) of his or her deductible. Once the teacher has met that amount, the District will reimburse the teacher for additional deductible expenses beyond that amount, not to exceed half(1/2) of his or her deductible not to exceed $850.

9.3 LIFE INSURANCE – In addition to the compensation provided herein, the Board of Education will purchase, on behalf of each full-time teacher covered under the terms of this agreement, a $50,000 term life insurance policy for each such teacher.

9.4 HEALTH INSURANCE FOR HOUSEHOLDS WITH MULTIPLE EMPLOYEES – In the event that two employees are legally married or civil union partners pursuant to 750 ILCS 75/1 et.seq., the Board will provide the option, for the employees to whom this section applies, to have their Board of Education paid health insurance premiums combined and applied towards a non-individual (ex. Single +1 or Family) insurance package. Each employee is still entitled to the maximum allowable deductible provided for in Section 9.2.

ARTICLE X
TUITION REIMBURSEMENT

10.1 REIMBURSEMENT FOR GRADUATE WORK – The Board will pay $300 per semester hour of graduate level college credit for courses taken at a recognized college or university in the employee's teaching field, or in the field of Education, provided the faculty member earns a grade of C or better, and teaches at least two school years after receiving reimbursement. A teacher will repay the District any reimbursement received within less than three school years of leaving the District on a pro-rated, basis dependent on the number of school years the teacher has worked in the District since receiving reimbursement [for example: a teacher who receives reimbursement, then resigns after working two school years in the District will repay one-third (1/3) of the reimbursement]. The employee shall submit an application for reimbursement prior to enrolling in the course. All applications for reimbursement must be approved by the Superintendent. Reimbursement shall be paid in September, February and June after complete transcripts are submitted to the district office from the College or University. Tenured teachers shall be limited to fifteen (15) hours of reimbursement per fiscal year (July 1-June 30) and non-tenured teachers shall be limited to ten (10) hours of reimbursement per fiscal year (July 1-June 30). Teachers may not bank hours to use for reimbursement in a different year.

ARTICLE XI
RETIREMENT

11.1 QUALIFICATIONS – A bargaining unit member may elect to participate in the retirement incentive program provided they must:

A. Be at least fifty-five (55) years of age by June 30 of the retirement year and have at least 15 years of full-time teaching service at GSW High School District.

B. Notify the Superintendent in writing of their intention to participate prior to May 1 prior to their first year of participation in the incentive. Such notice must be in the form of an irrevocable letter of retirement. The notice shall state the number of years the teacher will participate in the incentive, up to four (4) years. A teacher who opts for more than a one (1) year incentive may retire early at the end of a school year as long as doing so does not cause the district to incur any additional actuarial cost to the Illinois Teachers' Retirement System (TRS). See 11.3, A. below.

C. The teacher must be eligible to retire under the Illinois Teachers' Retirement System (TRS) and receive an immediate retirement benefit.

D. Have sufficient service credit and/or age credit with TRS to exempt the District from the payment of any "employer" penalty or other additional amount to TRS.

11.2 PROVISIONS – Subject to the qualifications above and the limitations below, the retirement incentive is as follows:

The teacher's creditable earnings in the final one to four (1-4) years of service shall be adjusted so as to ensure that the teacher receives a 6% increase in each of their last one to four (1-4) years of service with the District.

11.3 LIMITATIONS – The following limitations apply to those participating in this incentive:

A. Any TRS creditable compensation and/or benefit increases under this Voluntary Retirement Incentive or otherwise shall not exceed the maximum amount which results in the employee's retirement annuity being fully funded by the Illinois Teachers' Retirement System, without Board liability for any portion for the employee's retirement annuity. The employee's TRS creditable earnings (including but not limited to salary increases, stipends and retirement incentives), whether under this Voluntary Retirement Incentive or otherwise, shall not increase from one school year to the next by more than 6% or otherwise be increased so as to create Board liability for any portion of the employee's retirement annuity or result in any Board paid penalty to TRS. In no event will the compensation and/or benefit increases exceed the threshold amount which triggers any obligation for the Board to pay additional amounts (in the form of a one-time payment or payments over time) to cover all or part of the employee's retirement annuity or to cover any Board paid penalty to TRS. Notwithstanding any contrary or other provision of this Voluntary Retirement Incentive, in the event the employee's TRS creditable earnings would increase by more than 6% in any given year of the Voluntary Retirement Incentive, the employee shall only receive the maximum increase allowed under this Section of the Voluntary Retirement Incentive.

B. The compensation and increases in the compensation provided for in this Voluntary Retirement Incentive are conditioned upon the employee's fulfillment of the full term of this Voluntary Retirement Incentive. If the employee fails to complete the full term of this Voluntary Retirement Incentive, and instead ceases to work for the District for any reason whatsoever, voluntary or involuntary, including but not limited to termination of employment, the employee acknowledges and agrees that his/her compensation shall be adjusted, if necessary, to comply with limitations set forth in paragraph 3.a of this Voluntary Retirement Incentive. In the event such an adjustment is required for compensation previously paid, the employee agrees to reimburse the Board in the amount required to achieve compliance with paragraph 3.a above, and to cooperate with the Board in the submission of an adjusted creditable earnings statement to TRS.

C. This provision is subject to TRS rules and regulations.

ARTICLE XII
EFFECT OF AGREEMENT

12.1 NO STRIKE – During the term of this Agreement and any extension thereof, the Board shall not lock out any of its employees covered by the terms of this Agreement. Similarly, no employee, nor the Union nor any person acting on behalf of the Union shall ever or any time engage in, authorize, or instigate any picketing, any recognition of any picket line at the School District's premises, any strike, or any activity whatsoever which would disrupt in any manner in whole or in part the operation of the School District.

12.2 CONFORMITY TO LAW – Should any article, section, or clause of this Agreement be declared illegal by any final order of a Court of Competent Jurisdiction, then said article, section, or clause shall be renegotiated by the parties hereto, but the remaining articles, sections, and clauses shall remain in full force and effect and said renegotiation shall extend only to that article, section, or clause which was so declared illegal and shall not extend to any items otherwise provided for herein or excluded here from.

12.3 MANAGEMENT RIGHTS – It is expressly understood and agreed that all functions, rights, powers, or authority of the School District and the Board of Education vested by the statues of the State of Illinois are retained by the Board, provided, however, that no such right shall be exercised so as to violate any of the specific provisions of this Agreement.

12.4 TERMS OF AGREEMENT – This Agreement shall be effective July 1, 2026 and shall continue in effect until June 30, 2029.

This Agreement is signed this _____ day of May, 2026:

BOARD OF EDUCATION OF GARDNER-SOUTH WILMINGTON
TOWNSHIP HIGH SCHOOL DISTRICT #73
GRUNDY AND KANKAKEE COUNTIES, ILLINOIS

BY _____
Its President

BY _____
Its Secretary

GARDNER-SOUTH WILMINGTON COUNCIL OF AFT LOCAL 604

BY _____
Its President

BY _____
Its Building Representative