

Agreement Between the  
GENEVA EDUCATION ASSOCIATION  
and the  
BOARD OF EDUCATION

GENEVA COMMUNITY UNIT  
SCHOOL DISTRICT 304

2023-2024

2024-2025

2025-2026



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## **PREAMBLE**

The Board of Education of District 304, (hereinafter referred to as “Board,”) and the Geneva Education Association, (hereinafter referred to as “Association,”) recognize that the ultimate aim of public schools is to provide the best education possible for children and youth in the District. Attainment of these educational objectives is a joint responsibility of the Board, the administrative and supervisory staff, and the professional teaching personnel.

Attainment of educational objectives requires mutual understanding and cooperation between the Board, the administrative and supervisory staff, and the professional teaching personnel. To this end, free and open exchange of views between the parties is desirable and necessary.

It is recognized that teaching is a profession requiring specialized educational qualifications and that the success of the educational program in the District depends upon the maximum utilization of the abilities of teachers who are reasonably well satisfied with the conditions under which their services are rendered.

The administrative staff constitutes the agency by means of which the Board administers its policies throughout the District, and the Superintendent of Schools is the chief administrative officer of the Board. Board Policy administration is the responsibility of the Superintendent and the administrative staff and cannot be delegated to others.

## ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association and its affiliates [Illinois Education Association (IEA), National Education Association (NEA)] as the exclusive and sole negotiation agent for the bargaining unit that includes all regularly employed certificated teaching personnel. Regularly employed certificated teaching personnel include but are not limited to teachers, librarians, nurses, counselors, replacements for leave of absences of one semester or more (in the period they are employed), and similar positions for which a certificate is required.

Department chair positions requiring an administrative endorsement, who are teaching the equivalent of 50% or more of the “full-time high school teacher” as defined in this Agreement are also considered regularly employed certificated personnel and are included in this unit.

Excluded from this unit shall be any other position, which upon mutual agreement between the Superintendent and the President of the Association is designated to spend more than 50% of its time on administrative or supervisory duties.

- B. The term “teacher,” when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit defined above.
- C. The Board agrees not to negotiate with any teachers’ organization other than the Association or with any individual teacher for the duration of this Agreement.

## **ARTICLE II - MANAGEMENT RIGHTS**

The parties to this Agreement reaffirm their understanding and agreement that the Board is, by direct delegation of the Legislature, an actual portion of the sovereign government of the State of Illinois. As such it is recognized that the Board has the power and the obligation to provide for all aspects of the local operation of the District, including the terms and conditions of employment. As the legal representative of the citizens of the District, including District employees, the Board may enact an adequate system of rules, but none of the power vested in the Board may be delegated or abrogated. Policy adoption is the prerogative of the Board and cannot be legally delegated to any group or individual.

### **ARTICLE III - EMPLOYEE AND ASSOCIATION RIGHTS**

- A. Professional employees shall have the right to form, join or assist professional employees' organizations, and to participate in professional negotiations with the Board. Professional employees shall also have the right to refrain from any or all of such activities. Article III, Section A shall not be interpreted in any way to abrogate Article I, Section A.
- B. As a duly elected body exercising governmental power under the laws of the State of Illinois, the Board undertakes and agrees that it will continue not to directly or indirectly discourage or deprive or coerce any teacher(s) in the enjoyment of any rights conferred by the laws of Illinois or the Constitution of Illinois and the United States; that it will continue not to discriminate against any teacher(s) with respect to hours, wages, terms, or conditions of employment by reason of membership in the Association, participation in any legally permissible activities of the Association or collective professional negotiations with the Board, or institution of any grievance, complaint, or proceeding under this Agreement.
- C. The Association shall have the right to post notices of its activities and matters of Association concern on teacher bulletin boards, at least one of which shall be provided and located in a faculty room in each school building.
- D. The Association shall have the right to reasonable use of the District mail service, teacher mailboxes, and the District email service for communications to teachers.
- E. The Association and its members shall have the right to use school buildings for meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefore. Such use is subject to clearance from the building principal or Director of Facility Operations or their designee(s). The Association and its members shall have the right to use school equipment such as computers and duplicating equipment for business of the local membership only, providing that such use shall not interfere with normal school operations.
- F. Duly authorized representatives of the Association and its respective affiliates shall have the right to transact official Association business on school property at reasonable times, provided that this shall not interfere with or interrupt normal school operations. Access to professionals during the teachers' workday shall be requested through the building principal, who may grant the request or propose a more convenient time. It is further provided that no Association views on matters relating to supervisor-teacher or Board-teacher relationships will be discussed in the presence of students.
- G. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, all regularly and routinely prepared information concerning the financial resources of the District including but not limited to annual financial reports and audits, register of certificated personnel, tentative budgetary requirements and allocations, agenda and minutes of all board meetings, treasurer's reports, sixth day enrollment data, second semester enrollment updates, census and membership data, names and addresses of all teachers, and such other information as will assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers, together with information which may be necessary for the Association to process any grievance or complaint. As

appropriate, and in a timely manner, the District will advise the Association President or their designee, of any emergency or environmental conditions which may disrupt the educational process or impact the working conditions of any teacher. Nothing herein shall require the Central Office administrative staff to research and assemble information for the Association.

- H. The Association will furnish copies of all regularly and routinely prepared information as reasonably requested by the Board or its representative.
- I. No employee covered by this Agreement, nor the Association, shall engage in, authorize, or instigate any strike of the District during the term of this Agreement. Likewise, the Board shall agree not to engage in a lockout during the term of this Agreement.



## **ARTICLE IV - NEGOTIATION**

In connection with contract negotiations, it is the right and responsibility of both the Board and the Association to do the following:

- A. Make a written request to commence negotiations, if negotiations are desired by either party, for a subsequent Agreement to take effect at the expiration of this current Agreement. Such request must be made before April 30 of the year in which this current Agreement expires. Negotiations shall begin before May 15 of the year in which the current Agreement expires, unless both parties agree to an alternate date.
- B. Select its own negotiating representatives, provided that the Board shall not select a teacher as herein defined as its representative.
- C. Confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, and to reach tentative agreements.
- D. Meet at reasonable, mutually agreeable times.
- E. During negotiations, each party shall be responsible for keeping its own minutes and records of the proceedings.
- F. When the Association and Board reach tentative agreement on matters being negotiated, these matters will be reduced to writing. Once all matters are agreed to and reduced to writing, the final agreement shall be submitted to the membership of the Association for ratification and then to the Board for official approval. Upon ratification by both parties, the final agreement shall take effect by the date specified in the agreement.
- G. Each party has the right to be represented by counsel, legal or otherwise, during all meetings. Cost for said counsel shall be paid by that party.
- H. Mediation may be initiated in the event that:
  - 1) both parties agree that mediation is necessary;
  - 2) one party declares impasse and requests mediation; provided, however, such declaration shall only be made after a reasonable period of negotiations and no sooner than ninety (90) days before the scheduled start of the forthcoming school year; or
  - 3) the Illinois Educational Labor Relations Board (IELRB), on its own motion, initiates mediation.

### **Process**

- 1. A mediator shall be secured from the Federal Mediation and Conciliation Service (FMCS), provided that such mediator shall not be a resident of the School District.
- 2. If the FMCS cannot supply a mediator, the American Arbitration Association (AAA) will be asked to supply a mediator selected according to current selection procedures of the AAA. A resident of the School District will not be eligible as mediator. If the AAA is utilized, a mediator shall be selected within seven days (7) from the date that the parties are notified that FMCS cannot supply a mediator.

3. The mediator shall meet with the parties or their representatives, or both, forthwith, either jointly or separately, and shall take such other steps as may be deemed appropriate by the mediator in order to persuade the parties to resolve their differences and effect a mutually acceptable agreement. The mediator shall not make public any recommended terms of settlement. If expressly agreed to and requested by both parties, the mediator may perform fact-finding, and in so doing, conduct hearings and make written findings and recommendations for resolution of the dispute; provided, however, said findings and recommendations shall be kept confidential.
4. Once mediation is initiated, as set forth herein, it shall be governed by the provisions of the Illinois Educational Labor Relations Act ("IELRA"), as amended.
5. Any expenses associated with mediation and/or fact-finding shall be shared equally by the parties.

## **ARTICLE V - GRIEVANCE PROCEDURES**

### **DEFINITION**

A grievance is any claim or complaint by an employee, a group of employees or the Association, hereafter referred to as the grievant, that there has been an alleged violation, misinterpretation, or misapplication of any provisions of the Agreement or Board Policy.

### **CLASS GRIEVANCE**

Class grievances regarding the same circumstances and involving two (2) or more employees will be filed at Step I, unless the circumstances giving rise to the grievance occur at more than one building, in which case the grievance will be filed at Step II.

### **ASSOCIATION REPRESENTATION**

A grievant can be represented at all stages of the grievance process by an Association representative selected by the Association. Should the grievant choose self-representation, the Association may be present at all meetings and hearings. The Association shall receive a copy of the grievance and decisions.

### **TIME LIMITS**

All time limits consist of working days. A working day is defined as a day when the District Office is open.

The failure of the grievant(s) or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal. An administrator's failure to act on any grievance within the prescribed time limits shall permit the grievant(s) to automatically proceed to the next step. The time limits, however, may be extended by mutual agreement, in writing, signed by both parties.

### **HEARING AND CONFERENCES**

The hearing or conference will be held, whenever possible, after regular school hours or during non-teaching time of the grievant(s). However, an administrator may wish to discuss a grievance during school hours, in which case all employees whose presence is required shall be excused, with pay, for that purpose. Investigation or processing of any grievance shall be conducted without interference or interruption of instructional programs.

### **DOCUMENTS**

All documents, communications, and records dealing with the processing of a grievance shall be maintained separately from the personnel file of the grievant(s).

### **BYPASS STEP**

The parties may bypass a grievance step by mutual agreement and proceed directly to the next step in the grievance process.

### **WITHDRAWAL**

At any point in the proceedings the grievance may be withdrawn by written notice by the grievant(s) without establishing a precedent.

## SETTLING

At any point in the proceedings, the grievance may be settled by agreement of the parties.

## STEPS

### Optional individual reconciliation

It is most desirable for the parties directly involved to attempt to resolve any issue through informal discussion. If an informal discussion fails to satisfy either party or fails to timely resolve the issue, a grievance may be filed and processed as follows:

### STEP I - PRINCIPAL

The grievant shall file the grievance, in writing, with the principal within twenty (20) days from the date of the occurrence of the event giving rise to the grievance. The written grievance shall state the basis of the complaint, the specific provisions of the Agreement or Board Policy allegedly violated, misinterpreted, or misapplied, and the remedy requested. Within ten (10) days of receipt of the grievance, the principal shall schedule and conduct a meeting to discuss the matter with the grievant(s) and, if requested, an Association representative. The principal shall make a decision and communicate it in writing to the grievant(s), the Association, and the Superintendent within five (5) days after the meeting.

### STEP II - SUPERINTENDENT

In the event a grievance has not been satisfactorily resolved at Step I, the grievant(s) may appeal the grievance, in writing, to the Superintendent within five (5) days of receipt of the Step I decision. The Superintendent shall, within ten (10) days after receipt of the written appeal, schedule and conduct a meeting with the grievant(s), and, if requested, an Association representative. The Superintendent shall make a decision and communicate it in writing to the grievant(s), the principal and the Association within five (5) days after the meeting.

### STEP III - BOARD OF EDUCATION

If the grievance has not been satisfactorily resolved at Step II, the grievant(s) may appeal the grievance, within five (5) days of delivery to the grievant(s) of the Superintendent's written decision, in writing to the Board President. The appeal may include a written request for an oral hearing on the grievance that may be granted at the discretion of the Board President. If the oral hearing is granted the hearing will be conducted by the full Board or by a subcommittee of the Board, as the Board President may designate. Such hearing shall be held within twenty (20) days after the request for an oral hearing has been filed. The Board shall make a decision on the grievance and communicate it in writing to the grievant(s), the Association, the Superintendent and the principal, within five (5) days after completion of the oral hearing. In the event no oral hearing is granted, within fifteen (15) days after the appeal is filed.

## ARBITRATION

If the grievance has not been satisfactorily resolved at Step III, the Association may submit the grievance to final and binding arbitration through the Federal Mediation and Conciliation Service (FMCS), which shall act as the administrator of such further proceedings. If a demand for arbitration is not filed within twenty (20) days of delivery to the grievant(s) of the Board's decision, then the grievance shall be deemed withdrawn. In no case will the Arbitrator selected

be a resident of School District 304. Expenses for the Arbitrator's services and the expenses that are common to both parties to the arbitration shall be borne equally by the Board and the Association. Each party to an arbitration proceeding shall be responsible for compensating its own representatives and witnesses. The Arbitrator shall not amend, modify, nullify, ignore, or add to the provisions of the Agreement. The Arbitrator's authority shall be strictly limited to deciding only the issue or issues presented to the Arbitrator in writing by the Board and the Association and the decision rendered must be based solely upon the Arbitrator's interpretation of the meaning or application of the express relevant language of the Agreement.

## **ARTICLE VI – PROGRESSIVE DISCIPLINE**

### **A. Definition**

Progressive discipline shall be defined as verbal warnings, written warnings, suspension, with or without pay, and discharge for cause.

### **B. Statement of Basic Principles**

1. The Board and the Association recognize the importance of protecting the due process and human rights of all teachers. The Board and the Association also recognize the desirability of establishing and utilizing a system of progressive discipline.
2. The Board shall have the right and duty to discipline members of the bargaining unit for acts of insubordination, misconduct, cruelty, negligence, immorality, and other sufficient cause per Section 105 ILCS 5/10-22.4 of the School Code.
3. Insubordination shall include any willful refusal to follow an order, direction, regulation, or policy of the Board or directive of any person who has the responsibility to supervise the member of the bargaining unit.
4. Misconduct shall include any act, which reasonably relates to any of the employee's duties that jeopardizes the health, safety, and welfare of any student, parent, or school employee.
5. Any member of the bargaining unit who is disciplined shall, other than in the case of discharge for cause, have the right to appeal such discipline by filing a grievance in accordance with the Grievance and Arbitration Procedure set forth in this Agreement. Any member of the bargaining unit who is disciplined may write a response to any disciplinary documentation placed in the employee's file.
6. The administrator will notify the teacher within four (4) working days from the date that the administrator becomes aware that a disciplinary offense has likely occurred. Fact-finding will be done as expeditiously as possible by the administrator. The administrator will inform the teacher of the results of the fact finding within ten (10) working days from the day that the teacher is informed of the potential disciplinary offense. A working day is defined as a day when the District Office is open.
7. The teacher has the right to be accompanied by an Association representative or someone else of their choice at any meeting or hearing involving potential disciplinary action. If the Association representative cannot attend the meeting or hearing, the meeting or hearing will be postponed until such time that an Association representative can attend.
8. Nothing herein shall limit the authority of the Board to issue a notice to remedy, suspend in connection with a dismissal proceeding, or dismiss a teacher. The parties understand and agree that any challenge to the termination of a tenured teacher for cause shall be solely in accordance with the applicable provisions of the School Code.

### **C. Disciplinary Steps**

1. Except for serious offenses where the Superintendent of Schools recommends to the Board immediate suspension or termination, the Board and the Association agree to the concept of progressive discipline following a disciplinary conference when dealing with matters of insubordination, misconduct, cruelty, negligence, immorality, and other

sufficient cause per the School Code. When in the judgment of the Superintendent, the circumstances of a particular case and/or seriousness of the particular offense make the application of progressive discipline inappropriate, the disciplinary steps outlined below may be bypassed. The Association President or their designee and the Assistant Superintendent of Human Resources will be informed of any situation resulting in progressive discipline. The steps for employee discipline are outlined below:

- a. **Verbal Warning:** This warning, issued by the teacher's immediate supervisor, will be summarized in writing and given to the teacher within two (2) working days after the meeting to document the verbal warning. This written summary will not be placed in the teacher's personnel file. A copy will be sent to the Association President and the Assistant Superintendent of Human Resources.
- b. **Written Warning:** This warning, issued by the Superintendent or their designee, will be summarized in writing and given to the teacher within two (2) working days after a meeting where the teacher has had the opportunity to respond to the information presented at the meeting. This written summary will be placed in the teacher's personnel file. Upon the teacher's written request, and if approved by the Superintendent following their review, the document will be removed from the teacher's personnel file after four (4) years from the date of the written warning assuming no similar disciplinary infraction has occurred during this time.
- c. **Suspension:** The decision to suspend, with or without pay, will be made by the Superintendent or their designee. Except in circumstances warranting suspension pending a meeting/hearing pursuant to a Discharge for Cause, as set forth below, the Superintendent or their designee shall have the authority to suspend for up to ten (10) working days. In the event of disciplinary action involving possible suspension, the teacher shall be informed in writing twenty-four (24) hours in advance of the meeting with the Superintendent or their designee. A suspension letter if warranted will be given to the teacher within two (2) working days after a meeting where the teacher has had the opportunity to respond to the information presented. This suspension letter will be placed permanently in the teacher's personnel file.
- d. **Discharge for Cause:** When an administrator calls for a meeting with a teacher which might lead directly to dismissal, the following provisions shall apply:
  - i. Except in circumstances warranting immediate action (including but not limited to actions resulting in criminal charges; physical threats against other personnel, students, or parents; or sexual conduct with or harassment of a minor), the teacher shall be informed twenty-four (24) hours in advance, in writing, as to the purpose of the conference.
  - ii. The teacher has the right to be accompanied by an Association representative and/or someone else of their choice at the conference.
  - iii. If the teacher will have an attorney present, the teacher must make that known to the administrator prior to the meeting. If the administrator determines that a District attorney should also be present, the hearing may be postponed to a date and time when legal counsel for the teacher and the District are available.

- iv. Except in circumstances warranting immediate action (including but not limited to actions resulting in criminal charges; physical threats against other personnel, students or parents; or sexual conduct with or harassment of a minor), the administrator will not take disciplinary action against the teacher without first affording the teacher the opportunity to respond to the matter being discussed.
- v. If, after a disciplinary hearing, an administrator takes disciplinary action against the teacher, the administrator shall provide the teacher with written notification of the reason for the action within two (2) working days after the date of the action.
- vi. The discharge of a teacher for cause shall be in accordance with all appropriate provisions of the Illinois School Code 105 ILCS 5/10-22.4.



## **ARTICLE VII - UNDERSTANDINGS**

### **A. Payment Schedule for Mileage, Convention Expenses and Meals**

When teachers travel on pre-approved professional business, they will be reimbursed as follows:

1. Mileage for use of personal car will be reimbursed at the current rate established by the Internal Revenue Service. Parking fees and tolls will be reimbursed when accompanied by a receipt.
2. Reimbursement for transfers will be approved if receipted.
3. Meal allowances will be based on the standard per diem rate for Naperville / Aurora, Illinois established annually by the Federal General Services Administration (<http://www.gsa.gov>) For individual meals, the rate will be based on the per diem rate according to the following percentages: Breakfast - 20%, Lunch - 30%, and Dinner - 50%.
4. Lodging will be reimbursed as approved in advance based on the cost of a single room.
5. Registration fees for professional meetings will be shared equally between the District and the teacher. Membership dues, if part of registration costs, are the responsibility of the teacher.
6. When a teacher represents the District at the request of the District, that teacher will be reimbursed for the full cost of any program meal and the full cost of registration, rather than the flat meal allowance and half registration.

### **B. Professional Standards**

1. It is the responsibility of each teacher to contribute to the ongoing improvement of the District's schools. When committees are established at the building level to facilitate improvement of the school, the time commitment will not exceed ten (10) hours of meeting time on an annual basis (not including meetings referenced in Article VII, W.1, of this Agreement).
2. In order to advance horizontally on the salary schedule a teacher will typically complete graduate coursework in a course of study leading to an advanced degree or leading to improved expertise. All graduate coursework used to advance horizontally on the salary schedule must be approved by the Assistant Superintendent of Human Resources using the pre-approval process for graduate coursework. The Office of Human Resources will maintain a list of approved post baccalaureate degree programs. Generally, only degree programs from accredited college/universities in the State of Illinois will be placed on the approved degree program list. Online degree programs will be reviewed by the administration on a case-by-case basis.

Teachers who receive approval for, complete, and submit official transcripts for graduate coursework prior to the first day of the school year will be eligible to move horizontally to the relevant lane on the salary chart.

Teachers who are unable to submit official transcripts for graduate coursework prior to the first day of school should submit official transcripts "to date" before the summer

classes have ended and submit a letter from the university or professor confirming a.) enrollment in the summer classes; b.) a current passing grade in the classes; and c.) the teacher is currently on track to complete the classes. Teachers will then be awarded lane advancement if the official transcript is submitted by September 1.

Local workshops, seminars or courses may qualify for horizontal advancement. Local workshops, seminars or courses qualifying for horizontal advancement will be indicated in advance to the teaching staff by the Superintendent or designee.

3. Teachers will not be advanced horizontally on the salary schedule for credits earned to remove deficiencies for Illinois certification.
4. Teachers who attend professional conferences may be required by their principal or immediate administrative supervisor to share their professional experiences and/or acquired skills and knowledge with other faculty members during faculty meetings, department meetings, team or grade level meetings, teacher in-service days, or school improvement days. Presentations will not exceed one half (1/2) hour in length and preparation time should be limited to approximately one (1) hour. Preparation for such a presentation or the time required to present will not be compensated.

### **C. School Calendar**

The school calendar shall comply with the laws of the State of Illinois.

The school calendar for the next succeeding school year shall be established as early as possible in the current school year by the Superintendent with the approval of the Board. In setting the calendar, the Superintendent shall consult with the Association President or designee. The salary agreement with the Association shall be based on the calendar so established.

Days added at the end of the school year because of emergency closings of the school during the year shall not be deemed to change the calendar.

The school calendar shall not exceed one hundred and seventy-seven (177) pupil attendance days and one hundred and eighty-one (181) teacher attendance days.

### **D. Substitute Teachers**

When a teacher is absent, the building principal will secure a qualified substitute whenever possible. A substitute from the District's list of currently qualified substitute teachers is the preferred method of providing for teacher absence. After all avenues to secure a substitute have been exhausted, any teacher may be required by the principal or designee to serve as a substitute for one period two times per school year. When a full-time teacher or for the first hour that a part-time teacher serves as a substitute for an absent teacher, the teacher shall be paid at the rate of \$40 per hour. When a teacher who does not have students rostered to them as the teacher of record is redirected from their regular responsibilities to substitute for a classroom teacher, or when a teacher absorbs students from another class due the absence of another teacher, the substituting teacher shall be paid at the rate of \$20 per hour for such substitution work. When an elementary classroom teacher provides scheduled instruction when an art, music, or physical education teacher is absent from school, the teacher shall be paid at the rate of \$20.00 for a class period of thirty (30) minutes or less and \$40 for a class period of thirty-one (31) to sixty (60) minutes.

## **E. Excused Absence for Association Business**

Representatives of the Association shall be permitted excused absences without loss of salary in accordance with the following conditions:

1. Effective with the 2013/2014 school year and each school year thereafter, aggregate release time of up to .5 FTE will be provided to the President of the Association or designee. A mutually acceptable annual plan for the President's release time shall be developed between the President and the Superintendent in consultation with the building principal.
2. A maximum aggregate of fifteen (15) days may be taken during the school year for business of the local Association, provided that the teacher to be absent provides the usual plans and aids for use of the substitute. This time may be taken in 1/2 day or whole day units.
3. Written advance notice of the request for excused absence in accordance with this provision shall be provided the Superintendent at least forty-eight (48) hours prior to the time when the absence will occur.

## **F. Contracts - Duties and Pay**

The District will endeavor to inform each teacher before the end of the school year of the teacher's status for the coming school year in terms of salary, building assignment, teaching assignment and extra duties. The District will continue to inform each teacher of that teacher's accrued sick leave status through the Human Resources information system .

A teacher shall be given written notice of any intended change of their assignments for the forthcoming school year no later than the last day of the current school year. Such notice shall include location(s), work schedule, and job assignment. If, subsequent to the current school year, circumstances require any changes in teacher instructional assignments, the affected teacher(s) shall be notified within two (2) business days via email and U.S. mail.

Teachers who are asked to perform their regularly assigned professional duties beyond their regular scheduled times shall be compensated at a per diem rate equal to their regular salary.

When required staff development is held during the summer months, compensation will be provided at the prevailing summer school rate.

All benefits to teachers, unless otherwise specified in the contract, will be pro-rated on the basis of the full-time equivalency of the employee's teaching assignment.

## **G. Personnel File - Review**

Each teacher shall have the right, upon request, and with twenty-four (24) hours advance notice, to review the contents of the teacher's official personnel file. A representative of the Association may, at the teacher's request, accompany the teacher in this review.

The teacher shall be made aware of, and have the right to respond to, any material placed in the teacher's official personnel file. The teacher's response shall be submitted to the principal and forwarded to the District office, where it shall be placed in the file.

Any information accumulated or collected by an administrator relating to a teacher's performance which is not contained in the teacher's official personnel file is not to be used or referenced by a subsequent administrator in the evaluation or discipline of a teacher. Unofficial information or notes should not be passed on by an administrator when the administrator leaves the District or the school. Nothing herein shall limit an administrator from discussing the performance or discipline of a teacher with another administrator.

## **H. Evaluation**

The District Teacher Evaluation Plan, which is incorporated into this agreement by reference, will be the process by which teachers are evaluated and all procedures described therein will be followed by teachers and administrators. Any deviation of procedure from the Plan that that teacher believes adversely affects the evaluation may be shared by the teacher with the GEA President (or designee) who may then report the irregularity to the Superintendent (or designee). Teachers shall not be precluded from exercising any other rights of process available under this agreement.

Teachers who receive a summative evaluation rating of "unsatisfactory" will be frozen on their current step and lane position for the duration of their remediation plan. After completion of a successful remediation plan, the subsequent school year the teacher will advance on the salary schedule, if applicable, as provided for in this Agreement.

A standing committee will oversee the implementation of and changes in the District Teacher Evaluation Plan. This committee will consist of the Superintendent or designee as chair, the President of the Association or designee, a principal from each level, and at least one teacher from each school. The teachers shall be appointed by the Superintendent and the GEA Association President (or designee). Any changes in the Teacher Evaluation Plan shall be made only after consultation with this committee. Either the Superintendent or the President of the Association may call for a meeting of the standing committee as needed. The joint committee shall track and document any reported procedural deviations concerning an evaluator. The joint committee shall develop protocols to be used by any evaluator or teacher who must reschedule a previously scheduled observation or evaluation-related meeting.

The District shall annually share evaluation report data from each building with the GEA President (or designee). The GEA President (or designee) may use the data to address individual member concerns, but may not disclose any data or information that is unique or specific to any one member.

## **I. Teachers' Salaries**

1. The appropriate salary charts for years 2023-2024, 2024-2025, and 2025-2026 are attached to and part of this contract. Teachers employed prior to November 1 in any academic year will qualify for step advancement, if applicable, for the subsequent year.
2. Teachers whose salary placement is at the maximum step in their respective lane on the salary schedule shall receive the following increases:
  - For the 2023-2024 school year, 3.5%

- For the 2024-2025 school year, 3.0%
  - For the 2025-2026 school year, 2.5%
  - Any members in longevity-2 in 23-24 that get leapfrogged by new step 23 members in 23-24 will be made whole by bringing them up to Step 23 salary levels.
3. The Board and Association agree that should any of the following events occur, the parties will convene to negotiate how to deal with the impact of any such legislation impacting District revenues:
    - a. Pension shift: any legislatively mandated increase in the Board’s required employer contribution to TRS;
    - b. Property tax freeze: any freeze or reduction in property tax revenue as a result of newly enacted legislation; or
    - c. State aid: any decrease in general state aid of 10% or more than the 2018-2019 allocation.
  4. Under section 105 ILCS 5/21-27 of the School Code, any teacher who holds the Master Certificate of the National Board for Professional Teaching Standards (NBCT) shall receive an annual payment of \$3,000 through the State of Illinois. If for any reason the State of Illinois is unable to fully fund this annual payment to teachers with valid up-to- date National Board Certification, the District will insure that a qualifying teacher will receive this total annual payment of \$3,000.

**J. Payment Schedule for Out-of-Class Responsibilities**

The appropriate Payment Schedule for Out-of-Class Responsibilities for each year of this Agreement is below.

The District shall annually post a list of out-of-class positions and each position’s corresponding payment column on the District’s website. Any vacancy in an out-of-class position shall be communicated to staff via email.

The index of the attached schedule is applied to the following salary figures:

2023-2024: \$46,000

2024-2025: \$47,000

2025-2026: \$48,000

A “stipend committee” composed of equal numbers of Administration and Association representatives shall be a standing committee and meet as needed for the following purposes:

1. Assess the viability of each activity/coaching/club position and make recommendations to the Board concerning the addition/subtraction of positions;

2. Analyze the appropriate placement of each position on the compensation chart and make recommendations to the District regarding modifications, if any;
3. Periodically analyze the District’s current market competitiveness and make recommendations to the District concerning compensation; and
4. Any other objectives as mutually agreed.

Extra-class responsibilities may be eliminated and not performed for budget considerations, reduction of student participation, lack of qualified staff, or any other reason.

**Payment Schedule for Out-Of-Class Responsibilities**

Index Class	Min	Min+	A	B	C	D	E	F	G	H	I	J	K	O
1-3 yrs.	.020	.030	.040	.050	.060	.070	.080	.090	.100	.110	.120	.130	.140	.180
4-6 yrs.	.022	.033	.044	.056	.068	.080	.092	.104	.116	.128	.140	.152	.164	.212
7-9 yrs.	.024	.036	.048	.062	.076	.090	.104	.118	.132	.146	.160	.174	.188	.244
10-12 yrs.	.026	.039	.052	.068	.084	.100	.116	.132	.148	.164	.180	.196	.212	.276
13+ yrs.	.028	.042	.056	.074	.092	.110	.128	.146	.164	.182	.200	.218	.236	.308

**Payment Schedule Guidelines**

1. For teachers new to the School District, experience credit is determined using the following formula: one (1) year of experience equals .5 year on the out-of-class responsibilities payment schedule.  
 For example: a teacher with six (6) years of experience as a coach, sponsor, director, etc., would be placed in year three (3) on the payment schedule. A teacher with seven (7) years of experience would be credited with 3.5 years (rounded up to four [4] years) on the payment schedule.
2. Experience will be credited for satisfactory work in the School District in one general classification even though the specific assignment may change.  
 For example: a teacher with three (3) years of experience as an 8th grade volleyball coach in the District will move to year four (4) on the payment schedule if he/she assumes the responsibility of coaching the varsity team at the high school.
3. Experience earned in one general classification cannot be used in another classification.  
 For example: a teacher with five (5) years of experience as a girls’ sophomore softball coach will start at year one (1) on the payment schedule if they assume the responsibility of coaching the boys’ varsity baseball team.
4. Stipends will be paid in three lump sums on October 15, February 15, and May 15, or nearest available work day.
5. A list of approved out-of-class responsibilities is available from the building principal, Association building representative, and on the District’s website.
6. Special increases in compensation may be granted at the discretion of the Superintendent of Schools.

7. There are no tenure or seniority rights in connection with out-of-class responsibilities. Appointment to an out-of-class responsibility will be reviewed annually.

### **General Stipend Guidelines**

1. Teachers receive additional compensation beyond their annual teacher salary for a variety of out-of-class responsibilities. A list of approved out-of-class responsibilities is maintained by the Office of Human Resources and distributed to building principals and Association building representatives and posted on its website by October 15 of each year.
2. Compensation for an out-of-class responsibility is determined using a payment schedule maintained by the Office of Human Resources and listed on the stipend contract. Placement on the payment schedule is based on prior experience with an out-of-class responsibility and the index value of the out-of-class responsibility. The index of the payment schedule is applied to the following salary figures:
  - 2023-2024: \$46,000
  - 2024-2025: \$47,000
  - 2025-2026: \$48,000
3. A stipend contract for each out-of-class responsibility (except committee stipend contracts) is issued to a teacher each school year.
4. A stipend contract for a committee assignment, generated by the Office of Human Resources, is issued to a teacher in September of each school year. Compensation for committee work will take place following the completion of the work of the committee or not later than the first pay period in June.
5. There are no tenure or seniority rights in connection with any out-of-class assignment. Out-of-class assignments will be reviewed annually. Discussion and evaluation of a teacher's performance in an out-of-class assignment may occur during the teacher's formal evaluation conference, but will not be included in the teacher's formal evaluation report.
6. A teacher intending to resign their out-of-class responsibility should notify their building principal by March 15 of each school year.
7. A list of all extracurricular vacancies throughout the School District will be posted in each building by April 15 of each school year. This list of vacancies will include those extracurricular positions held by individuals who are not teaching in the School District.

### **Stipend Change Guidelines**

1. A teacher requesting a stipend change must complete the appropriate form and submit it to their Association building representative by January 15 of each school year. An elementary teacher requesting a change in an out-of-class responsibility should complete the appropriate document in consultation with those who hold the same position at other elementary schools prior to January 15. The Association building representative may schedule a meeting with the person initiating the change to clarify/discuss the merits of proposed change. A stipend

change may include but is not limited to an increase/decrease in compensation, a change of title or job description, or the addition/deletion of an extracurricular position.

2. The Association building representative and building principal (or designee) will meet prior to February 15 of each school year to review proposed stipend changes, including those initiated by a building administrator. A teacher who requests a stipend change or who may be directly impacted by a stipend change may request or be invited to the meeting between the Association building representative and the building principal (or designee).
3. The role of the Association representative at this meeting is to offer insight regarding the proposed change and answer questions that will assist the building principal (or designee) in evaluating each request for a stipend change.
4. The building administrator and the Association building representative will determine if the stipend change request will impact existing equity relationship with other stipends within the same category (i.e. athletic, non-athletic, drama, music, etc.). If other stipends require review, the current staff members receiving those stipends will be required to submit information as requested by the building administrator. This information will be used to determine if the original stipend change request can stand-alone or if equity issues require all stipends within a category to be reviewed. The building administrator will complete all stipend reviews and prepare a recommendation.
5. Following a review of all proposed stipend changes, the building principal (or designee) will make a recommendation regarding each stipend change proposal to the Assistant Superintendent of Business and Assistant Superintendent of Human Resources by April 1. A copy of these recommendations will be provided to the Association building representative in each building. Prior to April 1, all elementary principals will meet to review a request for a change in an elementary stipend.
6. The Assistant Superintendent-Business and the Assistant Superintendent-Human Resources will review each building principal's stipend recommendations and take final action on each request for a stipend change by May 15. Prior to taking final action regarding stipend modification requests, the Superintendent of Schools will notify the Association President of the priority rank of stipend modifications. Prior to the end of the school year, the building principal (or designee) will inform each teacher who has submitted a stipend change request form the status of that request. The Association building representative will also receive a status report regarding each proposed stipend change.
7. The Office of Human Resources will update the list of approved out-of-class responsibilities each summer and forward the revised list to each building principal and Association building representative by October 15 of each school year.
8. A teacher may appeal a decision not to modify an out-of-class responsibility by using the appeal process outlined in the Agreement Between the Geneva Education Association and the Board of Community Unit School District 304
9. A staff member may appeal a denial of a new stipend or a denial of a change in stipend request in the following steps:
  - Notify in writing, within five school (5) days the building principal, Association representative, and Assistant Superintendent of Human Resources, and the Superintendent of a request for appeal.



- A meeting will take place with the Superintendent, the staff member, and the Association representative within 14 calendar days of the receipt of the request of the appeal.
  - At the meeting, the Staff member will restate the case for the stipend and add any additional information that may impact the decision(s) since the original request was submitted. The Association representative may support the staff member in the explanation of any new information or a reframing of original information in the request.
  - The Superintendent will inform the staff member, Association representative, building principal, and Assistant Superintendent of Human Resources of the decision on the appeal within five (5) days of the meeting.
  - If the decision of denial is upheld, the staff member may reapply in the following school year.
10. Special modifications in compensation for an out-of-class responsibility may be granted at the discretion of the Superintendent of Schools (or designee).

### **Per Diem Days: High School Department Chairs**

There are times when the hiring process and placement testing must occur during a break period (such as spring break or summer break). As such, High School Department Chairs shall be allotted up to five (5) per diem days each year. These per diem days will be used on an “as needed” basis when a Department Chair needs to complete work of this nature during a break period, pre-approved by the building principal.

### **K. Payroll Conveniences**

1. Salaries shall be paid in twenty-six (26) installments over the course of twelve (12) calendar months. The administration shall publish a list of pay dates for each pay year before the opening of each school year.
2. Stipends will be paid in three lump sums on October 15, February 15, and May 15.
3. Teachers must authorize direct deposit of their entire paycheck to an account in a banking institution. Direct deposit authorization forms are available in the Business Office.
4. Upon written request of the teacher, the Board shall, in accordance with state and federal law, withhold a fixed amount as designated by the teacher, from their salary throughout the year and transfer said amount to: 1) a credit union account of the teacher's selection; and or 2) a Board-approved tax-sheltered annuity program of the teacher's selection.
5. Any teacher who is a member of the Association, or who has applied for membership, may sign and deliver to the Business Office an initial assignment authorizing deduction of membership dues in the Association. Once an initial authorization has been made, the Business Office will continue the deduction of membership dues until such time that the teacher notifies the Business Office, in writing, that membership dues should no longer be

deducted. All such authorizations and notifications shall be provided no later than September 15.

Pursuant to such authorization, the Business Office shall deduct such sum as authorized in the ten (10) months, September-June, inclusive, in equal installments on a bi-weekly basis. The deductions shall be remitted each pay period to the Association, in care of the Association Treasurer. Upon termination of a teacher's employment, the Business Office shall deduct all unpaid Association dues from the remaining paycheck(s).

The Association shall defend the District and hold it harmless from any claim(s) or liability(ies) arising out of the administration of this portion of the Agreement.

6. The Board shall, in accordance with state and federal law, withhold all of the teachers' required contributions to the Teachers' Retirement System of the State of Illinois ("TRS") and the teachers' required contributions to the Teachers Health Insurance Security Fund ("THIS") from each teacher's salary and remit the same to TRS and THIS (collectively referred to, for purposes of this paragraph only, as "employee contributions"). It is expressly understood between the Parties that the employee is responsible for his or her employee contributions. It is the intention of the parties to qualify these employee contributions as "pick-up" payments pursuant to Sections 414(h) of the Internal Revenue Code of 1986, as amended.

Any possible future costs resulting from decisions that may be made by the Internal Revenue Service or TRS arising from the designation of the employee contributions as "pick-up" payments shall not result in claims against the District. The Association and individual teachers shall hold the District harmless from any claim(s) or liability(ies) arising from the designation of the employee contributions as "pick-up" payments.

7. Teacher contributions to medical/dental insurance shall be deducted from salary prior to the calculation of income taxes and after deduction for employee contributions to TRS and THIS.

#### **L. Personal Leave**

The purpose of leave for personal reasons is to attend to:

- (1) personal matters that cannot be addressed outside of the workday;
- (2) emergencies; or
- (3) matters requiring the employee's attention that are outside of the employee's control.

Non-tenured teachers may request leave for paid absence of not more than two (2) days per year in order to attend to personal matters.

Tenured teachers may request leave for paid absence of not more than three (3) days per year to attend to personal matters as defined above. After nine (9) years of continuous service, teachers may request leave for paid absence of not more than four (4) days per year to attend to personal matters as defined above.

Personal leave shall not be used for the purpose of secondary employment, recreational (extended) weekends or for recreational purposes in general, or for the purpose of extending vacation or holiday periods. Personal leave can be used to conduct legal or business matters,

observe religious holidays, attend funerals not covered by sick leave, or attend to family matters (e.g., weddings, graduations, taking a child to college, accompanying a child on a field trip). The foregoing permissible reasons are for illustration purposes only and are not intended to be exhaustive. Personal leave need not be used when a teacher is called to jury duty.

Teachers are not required to disclose the reason for requesting personal leave *except in the following situations*: when the request is for more than two (2) consecutive days, is adjacent to a holiday or vacation period, is during any parent/teacher conference day, is during a teacher institute day, is on a school day with a half day of instruction, or is during the months of May and June.

Except in emergency situations, the request for personal leave shall be submitted two (2) days in advance of the absence to the building principal/supervisor using the system provided by the Office of Human Resources for this purpose. Personal leave requests are subject to review by the building principal and review and final approval by the Assistant Superintendent of Human Resources.

Unused personal days will convert to sick leave days at the close of the contract year.

Whenever possible, a teacher will be informed of the status of a personal leave request within seven (7) work days of the request being filed with the building principal. In the event that a teacher requires a response to a personal leave request in less than seven (7) work days, a direct request should be made to the Assistant Superintendent of Human Resources.

## **M. New or Vacant Teaching Positions**

When a vacancy occurs within the District, the Superintendent or designee shall post a vacancy notice in all school buildings and provide a copy to the Association President. This posting shall occur prior to the public announcement of and recruitment for such openings. A position shall be considered a vacancy when an outside person could be hired to fill an opening created through resignation, retirement, promotion, or changing District needs. Teacher(s) shall have an opportunity to state a preference as to a new assignment and present their qualifications for the assignment. Teacher(s) who apply for such vacancies shall submit their applications to the Superintendent or designee within the time limit specified in the notice, and the Superintendent or designee shall acknowledge promptly in writing the receipt of all such applications. When the administrative recommendation on filling the assignment is confirmed by the Board, the teacher shall be promptly informed. If not given the preferred assignment, the teacher shall receive an explanation from the Superintendent or an administrator designated by the Superintendent.

Whenever vacancies occur when the regular school year is not in session, the following procedures shall be followed:

1. Teachers with specific interest in possible vacancies will notify the Superintendent or designee of such interest, in writing, and provide an address where they can be reached during the summer.
2. Should a vacancy occur, teachers who have expressed an interest in said positions shall be contacted in writing by the Superintendent or designee and notified of the vacancy.

3. The teachers so notified have the responsibility of contacting the administration indicating their interest in said position within three (3) days of receipt of such notice.

#### **N. Involuntary Transfer of Teachers**

The Board reserves the right to make involuntary transfers for the general welfare of the District. An involuntary transfer is the assignment of a teacher, without their consent, to an elementary or middle school grade level or a home school different from that teacher's present assignment.

Involuntary transfer criteria to be used by the Board include but are not limited to the following:

- certification;
- teaching experience;
- leadership ability;
- working relationships with colleagues;
- established retirement date;
- prior involuntary transfers;
- seniority.

When an involuntary transfer is being considered for performance-related reasons, the building administrator or supervisor will advise the teacher that such transfer is possible, and provide the opportunity for both the administrator or supervisor and the teacher to address these performance concerns before a decision is made to transfer the teacher.

When an involuntary transfer is determined necessary by the Board, the following process will apply:

- Step 1 The building administrator or supervisor will meet with the teacher(s) selected (before any decisions have been finalized) and inform the teacher(s) that an involuntary transfer is likely. The teacher(s) shall have the right to be accompanied by an Association representative or someone else of their choosing and the building administrator or supervisor shall have the right to be accompanied by one person at this meeting. At that time, the teacher(s) may give input and ask questions. Additionally, the teacher will have three (3) school days after that initial meeting to submit more input and/or express concerns or objections in writing to the building administrator. In the event that a grade level/school change is necessary due to fluctuating enrollment at the elementary level, a preference questionnaire will be given to each of the teachers and after completion, submitted to the Assistant Superintendent of Human Resources.
- Step 2 If, after Step 1 is completed, the building administrator or supervisor determines that the teacher is to be transferred, the building administrator or supervisor will discuss the transfer with the teacher and the teacher shall be given notice of the involuntary transfer in writing. Notice of the involuntary transfer will be delivered to the teacher prior to the end of the school year barring unforeseen circumstances or a change in elementary section numbers after the school year has concluded.

- Step 3 If the teacher objects to the determination of the building administrator or supervisor, he or she may request a meeting, in writing, with the Superintendent or their designee. The Superintendent or their designee shall conduct that meeting within three (3) school days of the request. The teacher shall have the right to be accompanied by an Association representative or someone else of their choosing and the superintendent shall have the right to be accompanied by one person at this meeting.
- Step 4 The Superintendent or their designee shall notify the teacher of his/ her final decision regarding the transfer of the teacher. In the event that the Superintendent or their designee determines that the teacher shall be transferred, the Superintendent or their designee will provide the teacher with a letter of assignment within three (3) school days of that meeting.
- Step 5 In the event that after an involuntary transfer decision has been made, a vacancy occurs in the building or grade level where the teacher is being transferred from, the affected teacher may be given the opportunity to transfer back to the building or grade level, pending administrative approval.

It is expressly agreed that, while the Administration's failure to participate in any step of the involuntary transfer process, as set forth above, may be subject to the grievance/arbitration process, in no event shall any decision made by an administrator or Superintendent regarding the disposition of the involuntary transfer be subject to the grievance/arbitration procedure unless the decision was arbitrary or capricious.

## **O. Dismissal of Teachers**

### **1. Honorable Dismissal of Teachers**

When a teacher, whether or not in contractual continued service, is removed or dismissed as a result of a decision of the School Board to decrease the number of teachers employed by the School Board or a decision of the School Board to discontinue some particular type of teaching service, an affected teacher shall be dismissed according to the provisions of the Illinois School Code and entitle to all of the rights set forth therein.

### **2. Length of Continuing Service**

a. For the purpose of establishing "length of continuing service with the School District", as used in Section 24-12 of the School Code, the first date of service will be determined as follows:

1. For teachers employed before January 1, 2001, the hire date will be the first day of service or September 1.
2. For teachers employed after January 1, 2001, the hire date will be considered the date that the teacher signed their contract or the date that the

Board signed the contract, or the first day of service, whichever date is earliest.

- a) In the event that two or more teachers possess the same first date of service with the School District, the last four digits of the teacher's social security number will be used to determine the greater length of continuing service with the District. The teacher possessing the lower number will be deemed to have the greater length of continuing service with the District over the teacher possessing the higher number. (i.e., 0000 is low, 9999 is high. Thus, a teacher with the last four digits of 1982 will be deemed to have the greater length of continuing service with the District over the teacher with the last four digits of 2003.)
  - b) Any remaining ties will be broken by a toss of a coin or lot.
  - c) The School District will provide the Association a copy of the list of length of continuing service by December 1 of each school year. A teacher wishing to appeal their placement on that list must contact the Assistant Superintendent of Human Resources by January 15.
2. Full and part-time teachers will be treated uniformly.
  3. A teacher on a Board-approved leave of absence will not disrupt the teacher's continuing service with the School District.
  4. A teacher who is removed or dismissed but then rehired within fifteen (15) months of the date that the Board took action regarding the removal or dismissal will not be deemed to have his or her "continuing service with the School District" disrupted during said period.

## **P. Retirement Incentive Program**

### **1. Eligibility**

The Board will offer a retirement incentive program to teachers who meet the following eligibility criteria:

- A. Will have at least fifteen (15) continuous years of full-time service with the District as a licensed teacher at the time of retirement; and
- B. Will be eligible for a retirement annuity from the Illinois Teachers' Retirement System (TRS) within a maximum of five (5) school years following delivery of the required notice of retirement and resignation.
- C. Will retire without the Board of Education incurring an "excess salary payment" (i.e. TRS penalty) in any of the four years of employment used by TRS to determine the retirement annuity.
- D. Retirement must occur at the end of a school year but no later than June 30, 2031.

2. TRS creditable earnings are defined solely by TRS and include, but are not limited to, salary for regular contractual teaching duties, extra-duty earnings, substitute teaching, teachings that is completed after school hours, and homebound teaching.

3. Notice of Retirement and Conditions

A. The teacher must submit a written notice of retirement and irrevocable resignation to the Superintendent or designee no later than June 30 of the year prior to the year in which the teacher wishes to first participate in this Incentive Program.

The teacher’s notice of retirement is irrevocable but may only be rescinded if the teacher experiences a “major life event” as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA). Provided, however, that such rescission shall be conditioned upon the teacher’s timely repayment of any compensation previously received under this Program. Any such required repayment will be in a mutually acceptable and timely manner.

B. Under no circumstances shall the teacher’s total TRS creditable earnings in any school year in which notice is given, or in any subsequent school year of employment, increase by more than six percent (6%) from one year to the next.

C. No teacher shall be allowed to participate in the retirement incentive benefit in this Agreement if the Board will incur an “excess salary payment” (i.e., a TRS penalty) as a result of the teacher’s retirement.

D. The teacher will not be required or allowed to perform any paid extra-duty not performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period.

E. Prior to submitting the retirement notice, the teacher must meet with the Assistant Superintendent of Human Resources to review the retirement program and conditions of retirement.

F. A teacher who has submitted their irrevocable notice of intent to retire and who subsequently decides to retire earlier than stated in the notice of intent to retire and resignation letter, shall give notice to the Board by February 15 in the school year in which retirement will occur, will be allowed to retire early provided the early retirement will not cause the Board to incur an “excess salary payment” (i.e., TRS penalty) in any of the four years of employment used by TRS to determine the retirement annuity. For notice given after February 15, the Board may grant the request at its discretion.

4. Benefit

A. Teachers who meet the eligibility and notice requirements set forth above shall be removed from the salary schedule and extra duty pay schedule, and:

1. If a notice of retirement is submitted by June 30 five years prior to the retirement, the teacher shall have their next school year (year immediately following the June 30 notice deadline) earnings increased, where necessary, so that they receive a 6% increase in total creditable earnings over the prior school year; the teacher shall receive a 6% increase in their total creditable earnings for each of their five remaining years of service; or

2. If a notice of retirement is submitted by June 30 four years prior to the retirement, the teacher shall have their next school year (year immediately following the June 30 notice deadline) earnings increased, where necessary, so that they receive a 6% increase in total creditable earnings over the prior school year; the teacher shall receive a 6% increase in their total creditable earnings for each of their four remaining years of service; or

3. If a notice of retirement is submitted by June 30 three years prior to the retirement, the teacher shall have their next school year (year immediately following the June 30 notice deadline) earnings increased, where necessary, so that they receive a 6% increase in total creditable earnings over the prior school year; the teacher shall receive a 6% increase in their total creditable earnings for each of their three remaining years of service; or

4. If a notice of retirement is submitted by June 30 two years prior to the retirement, the teacher shall have their next school year (year immediately following the June 30 notice deadline) earnings increased, where necessary, so that they receive a 6% increase in total creditable earnings over the prior school year; the teacher shall receive a 6% increase in their total creditable earnings for each of their two remaining years of service; or

5. If a notice of retirement is submitted by June 30 one year prior to the retirement, the teacher shall have their next school year (year immediately following the June 30 notice deadline) earnings increased, where necessary, so that they receive a 6% increase in total creditable earnings over the prior school year; the teacher shall receive a 6% increase in their total creditable earnings in their final year of service.

6. For teachers entering the retirement incentive program in the 2023-2024 school year, their notice will be due on Oct. 15<sup>th</sup>, 2023.

B. The teacher shall continue to perform all duties performed in the year prior to the first year the incentive is paid for the duration of the retirement notice period. If a teacher voluntarily resigns or is removed by the Board from any extra duty assignment following notice of retirement, the calculation of the teacher's six percent (6%) increase shall be reduced by the amount of the extra duty compensation that was being paid to the teacher. However, in the event the Board eliminates an extra duty position, the parties will agree on a mutually acceptable substitute assignment; and

C. A teacher who completes coursework or who otherwise would be entitled to movement on the salary schedule or extra duty pay schedule shall not receive additional compensation beyond the six percent (6%) increase provided by this retirement provision excluding earnings that are expressly exempt under state law from the 6% calculation. Notwithstanding any other provision of this agreement or otherwise, a teacher approved



for the retirement incentive shall not receive more than a six percent (6%) total increase in their total creditable earnings in any year during their participation in the retirement incentive excluding earnings that are expressly exempt under state law from the 6% calculation.

**Q. Insurance**

1. Teachers must be employed a minimum of .5 time, to be entitled to participate in the insurance programs described herein on a pro rata basis.
  
2. The District will offer health insurance plans and dental plan including PPO and Managed Care Plan options, subject to the limitations and requirements of any benefit cooperative in which the District may be a member.

Specific information, including each plan’s out of pocket limit, deductible and co-payment schedule is available on the District’s website.

3. The following schedule represents the percentage of total premium costs which will be paid by the District on behalf of the teacher should insurance coverage be requested through the term of this Agreement.

**Single Coverage:**

95% Health/Medical  
100% Dental

**Dependent (Family) Coverage:**

75% Health/Medical  
50% Dental

4. PPO High Deductible Plan . For the life of this Agreement, any teacher who enrolls in the PPO 1500 plan during the term of this Agreement shall be entitled to a yearly contribution by the Board in the amount of \$750 to the teacher’s healthcare savings account (HSA).

5. The Board and the Association agree that there exists a mutual, beneficial need to contain increasing medical insurance costs. To this end, a District Health Insurance Committee will be established to consider the following:

- a) Review data regarding the current benefit costs and utilization rates
- b) Research and consider cost-saving measures
- c) Explore activities and options to promote employee wellness
- d) Review current prescription drug plan costs and utilization rates
- e) Review procedures for establishing District insurance premiums
- f) Consider necessary changes to plan design
- g) Other ideas which may contain or reduce health insurance costs for the District and bargaining unit members

In performing its work, the Committee may have access to the District broker/consultant, as well as other outside resources as may be needed.

The composition of this Committee will be as follows:

- a) The GEA President
- b) Five (5) teachers selected by the GEA President
- c) Two (2) members of the Board of Education
- d) The Assistant Superintendent for Business Services
- e) The Assistant Superintendent for Human Resources
- f) Representatives from other employee groups including non-union support staff, union support staff and representation from the Operation and Maintenance staff. The permissible number of these representatives will be determined by the GEA President and Superintendent or designees.

In conducting its work, the Committee will be governed by a consensus decisional model. Committee recommendations must be made to the Superintendent and GEA President no later than the end of the month following the NIHIP preliminary renewal. Implementation of any Committee recommendations shall require the approval of the Board and the GEA.

6. The District will provide group term life insurance for teachers equivalent to the amount of their annual salary as found on the teacher salary schedule rounded up to the following increments: \$50,000, \$75,000, \$100,000 and \$125,000. Additional coverage may be purchased by individuals, subject to the limits of the policy.

7. Teachers electing not to participate in the health/medical/dental benefit program offered by the District may be reimbursed, on a calendar year basis, for costs incurred for routine dental and vision/eye care. Such reimbursement will be limited to an amount not to exceed \$500 per calendar year and is available for an eligible spouse, all dependent children, and other dependents as defined by the School District family insurance plan.

## **R. Security Cameras**

The purpose and use of security cameras is to monitor illegal activity or activity that violates the student handbook, unauthorized access to restricted areas, and unauthorized removal of personal and/or District property or damage to property.

The purpose of security cameras is not to observe or evaluate the performance of a teacher or monitor their behavior or conduct.

Security cameras will only be used in school common areas, including but not limited to hallways, building entrances, administrative offices, parking lots, grounds, and cafeterias. Security cameras will not be placed in classrooms. A teacher who wishes to conduct a class in an area where a security camera is located can inform an administrator of the time and duration of the class so that the camera will be turned off for the duration of the class. Security cameras will not be used to observe a teacher's performance or be used in the teacher evaluation process.

Access to the data from security cameras may be viewed by appropriate District personnel in connection with investigations of suspected illegal activity or for security violations. Access to data involving teachers will be limited to appropriate District personnel and school attorneys, police liaison officers, law enforcement officials, and in response to subpoenas or court orders. Review of this data will be done in one of the offices of the parties listed above. If the review of security camera data reveals alleged misconduct by a teacher, the teacher and the Association President will be notified and may review the data depicting the alleged teacher misconduct. The imposing of any discipline against a teacher as a result of an investigation using security camera data shall be in accordance with the Progressive Discipline section of this Agreement.

At the time any new security camera is activated in any school building, all teachers of the building shall be notified of the use of security camera, where it is located, and when it shall be used. All new employees shall be notified of the use and placement of security cameras as a part of the New Teacher Induction Program.

**S. Pupil Discipline**

1. The teacher has the primary responsibility for the maintenance of discipline within the classroom and shares responsibility with the Board and the administration for discipline throughout the school. The Board recognizes the responsibility of the District to provide reasonable support and assistance to the teacher through its policies and the administration and organization of the schools with respect to the maintenance of discipline in the classroom and throughout the school.
2. Since both the Board and the Association realize that little can be done to improve discipline in a School District without the active involvement of teachers, it is agreed that the District program of in-service development will regularly include programs to reduce discipline problems.
3. Appearances in court as witnesses in cases that are school-connected and similar activities will continue to be treated as regular duty for pay and pay-related matters.

**T. Sick Leave**

Each teacher will receive at least 10 days of sick leave per year at full pay. Sick leave shall be interpreted to mean personal illness, quarantine at home, serious illness or death in the immediate family or household, or birth, adoption, or placement for adoption. For purposes of this paragraph, immediate family shall include parents, spouse, brothers, sisters, children (including step children), grandparents, grandchildren, parent-in-law, brother/sister-in-law and legal guardians. Teachers may accumulate an unlimited amount of unused sick days.

Teachers will receive sick days each year as follows:

<b>In-District Years of Service</b>	<b>Sick Leave Allotment</b>
1-10	10 days
11-15	12 days
16-20	14 days
20+	16 days

The Parties expressly agree that the Board reserves the right to require any necessary certification and/or other documentation, as provided for in Section 24-6 of the Illinois School Code.

During core hours, any absence from the building during unassigned time (not including duty free lunch periods) will require notification to the principal or other administrator as assigned through an established procedure at each building and may not be of a routine nature. Absence during assigned contact or supervision time will be accounted for on a pro-rata basis using hour increments for elementary teachers (one hour = 1/5 day) and period increments for middle school (one period = 1/6 day) and high school teachers (one period = 1/5 day) as either a sick or personal day consistent with the purpose of the absence. Certified staff (including, but not limited to, guidance counselors, psychologists, social workers, and student assistance coordinators) without regularly scheduled student contact time will be allowed absence from the building during core hours equal to the planning period scheduled for other teachers in their building.

## **U. Leave of Absence**

Various leaves of absence are available to teachers. These include Family and Medical Leave, Job-Sharing Leave, Sabbatical Leave, and Unpaid Leave. Teachers desiring to apply for these leaves should reference application procedures described in or attached to Board Policies #5:250 and #5:185. A brief summary of application procedures for Unpaid Leave and Family and Medical Leave is provided below.

### **1. Full Leave Procedures:**

The following procedures will be used when a request for an unpaid leave (full or partial) is received from a certified teacher employed in the District. Unpaid leave is provided for in Board Policy #5:250.

- a. A teacher requesting an unpaid full leave of absence must submit the request in writing to the Office of Human Resources by October 15 for the second semester and by February 15 for the first semester of the following year or for both semesters of the following year. The teacher shall specify the purpose of the leave, specify the start and end date of the leave. Only tenured teachers are permitted to request a full leave of absence. Non-tenured teachers (full-time and part-time) are not eligible for a full leave of absence.
- b. Prior to submitting the leave request by the date specified in the above paragraph, the teacher must schedule a meeting with the Assistant Superintendent of Human Resources to review the policy and procedural requirements and salary/benefit implications of the leave.
- c. Upon receipt of the written leave request and after consultation with the building principal who supervises the teacher requesting the leave, the Assistant Superintendent of Human Resources will forward the leave of absence request to the Superintendent of Schools. The Superintendent of Schools will then make a final recommendation to the Board.

- d. Following Board action, and no later than November 15 (for a second semester leave) and April 15 (for a first semester or full year leave), the Assistant Superintendent of Human Resources will notify the teacher in writing of the final disposition of the leave request, and will include when the leave begins, when the leave ends, and the deadlines for application to extend the leave. Also attached to the letter will be the appropriate Board policy and leave of absence guidelines.
- e. The deadlines for submitting a leave of absence request may be waived at the discretion of the Superintendent of Schools.
- f. If an unpaid leave of absence is granted by the Board in the first semester of a school year and continues through the remainder of the school year, teachers may be granted an unpaid leave of absence for all or part of the following school year.
- g. If an unpaid leave of absence is granted by the Board in the second semester of a school year, a teacher may be granted an unpaid leave of absence for no more than two (2) consecutive years following the school year in which the first unpaid leave of absence was granted.
- h. A teacher on a full leave will receive a letter on or about January 15 requesting information by February 15 regarding the teacher's intentions for returning the following year.
- i. The Assistant Superintendent of Human Resources will forward a report to the Superintendent of Schools by May 1 of each school year regarding the status of teachers on leave in the School District.
- j. In any academic year, a teacher must serve one (1) semester or more (or the equivalent number of days) to advance step credit on the salary schedule.
- k. A teacher returning from a leave of absence will be notified on or about June 1 regarding the specific teaching assignment for the following academic year.

## 2. Partial Leave Procedures

- a. A teacher may request an unpaid partial leave of absence (i.e., part-time assignment) depending on the availability of part-time positions in the School District as determined at the sole discretion of the School District. This request should be in writing and submitted to the Assistant Superintendent of Human Resources after the part-time position is posted throughout the School District. Only tenured teachers are permitted to request an unpaid partial leave of absence.
- b. Prior to submitting the leave request, the teacher must schedule a meeting with the Assistant Superintendent of Human Resources to review the policy and procedural requirements and salary/benefit implications of the leave.
- c. A teacher on partial leave has until February 15 of any academic year to declare their intentions to return to full-time status the following year; to request a full leave of absence if the teacher is eligible for such leave; or to resign their full-time position. Requests for a second year of partial leave will be addressed by the administration

based on the availability of part-time positions, the qualifications of the teacher, and the needs of the District.

- d. The length of a partial leave of absence shall not in any event extend beyond the end of the school year commencing after the school year in which the leave first commenced.
- e. The combined length of a full leave of absence (semester or full year) followed by a partial leave (or vice versa) shall not in any event extend beyond the end of the school year commencing after the school year in which the leave first commenced.
- f. A teacher on a partial leave in any academic year will advance on the salary schedule (step credit) if he/she works the equivalent of at least one (1) semester. A teacher on a partial leave will be entitled to salary and benefits, in an amount that is prorated based on the percentage of a full workday he/she works (e.g., a teacher working a .60 full-time equivalent (FTE) schedule would receive 60% of their normal salary and 60% of the Board's health insurance contribution for a full-time teacher). A teacher must be employed a minimum of .50 FTE to be eligible to participate in the health/dental insurance program.
- g. The length of any leave may be extended by the administration at its discretion, based on the availability of a part-time position, the qualifications of the teacher, and the needs of the District.
- h. If a request by a teacher for a partial leave of absence is denied, the Office of Human Resources will provide the applicant with a letter stating the reasons for the denial.

### 3. FMLA Procedures

The following procedures will be used when a request for Family and Medical Leave is received from a staff member employed in the District. Family and Medical Leave (FMLA) is provided for in Board Policy #5:185

- a. FMLA entitles eligible employees up to twelve (12) weeks of unpaid, job-protected leave for specified family and medical reasons.
- b. A staff member requesting a FMLA leave must submit the request in writing to the Office of Human Resources at least thirty (30) days before the start of the leave when the need is foreseeable. When possible, it is recommended that a written request for FMLA leave be submitted at least sixty (60) days before the start of the leave. The staff member shall specify the purpose of the leave, specify the start and date of the leave and, when requested, attach the medical certifications supporting the need for the leave due to a serious health condition affecting the employee, a spouse, a child or a parent. To be eligible for FMLA leave an employee must have worked for the employer for at least a total of twelve (12) months or have worked at least 1000 hours over the prior twelve (12) months.
- c. Prior to submitting the leave request, the staff member may schedule a meeting with the Assistant Superintendent of Human Resources or designee to review the policy and procedural requirements and salary/benefit implications of the leave.

- d. Upon receipt of the written leave request and after consultation with the building principal/director who supervises the staff member requesting the leave, the Assistant Superintendent of Human Resources will forward the leave of absence request to the Board.
- e. Following receipt of a FMLA request, the Assistant Superintendent of Human Resources will notify the staff member in writing of the final disposition of the leave request and will include in the letter when the leave begins, when the leave ends, and what is required to return to work. Also attached to the letter will be the appropriate Board policy and leave guidelines.
- f. If a request by a staff member for a leave of absence is denied, the Office of Human Resources will provide the staff member with a letter stating the reasons for the denial.
- g. Maximum number of eligible days – childbirth without regard to medical need
  - 1. The Illinois School Code allows teachers to utilize up to 30 days of accrued sick leave in connection with the birth of a child without regard to medical need. These 30 days may be used anytime within 12 months from the date of birth of the child. These 30 days shall be referred to as the “School Code Days.”
  - 2. In addition to the School Code Days, teachers shall be allowed to utilize up to 30 additional accrued sick leave days for non-medical birth-related leave. These 30 days shall be referred to as the “District Days.” The District Days must be utilized starting with the first workday immediately following the birth of a child.
  - 3. As a result of the School Code Days and District Days, teachers may use up to 60 accrued sick leave days for non-medical birth related leave, subject to the time limitations for the use of those days as set forth herein.
  - 4. Both the School Code Days and District Days will be applied to any FMLA leave taken by the teacher following the birth of the child (if eligible for FMLA).

**V. Services to be Made Available for Student Services and Special Education Students**

1. Special Education Assistants’ Qualifications/Teacher Input

Special education assistants will continue to be provided to classrooms in conformity with the direction of the Individualized Educational Program (IEP). The input of the classroom teacher and other appropriate certified staff will be solicited in the interview and placement process, when appropriate, and in the development of the annual evaluation of the special education assistant.

In order to support students within the least restrictive environment, the classroom teacher and special education personnel providing services to students requiring the support of a special education assistant are entitled to the following:

a. Pre-Academic Year Instructional Planning Time

Each classroom teacher, resource teacher, and other appropriate student services personnel and the special education assistant will be provided with a maximum of twelve (12) hours of instructional planning time prior to the commencement of the

academic year to prepare for the instructional needs of the student. Such time will be developed in cooperation with the Director of Student Services and the building principal. Certified staff will be compensated for their participation in this instructional planning time at the regular “Summer School” per hour rate.

b. Academic Year Instructional Planning Time - Curriculum Modification Time

One 30-minute period per week of curriculum and/or behavioral modification time between the classroom teacher, resource teacher, and student services personnel (as appropriate) and the special education assistant will be provided as deemed appropriate by the student's IEP team and will be listed in the IEP.

c. Special Education Instructional Assistant Preparation Time - Implementation of Curriculum Modification

Each elementary school will assign special education assistants in order to facilitate planning time for the special education assistant and the classroom teacher. Provision of such a special education assistant will result in at least thirty (30) minutes common planning time per week for the special education assistant and the classroom teacher.

2. Elementary, Middle School, and High School Resource FTE Workload Formula

a. Elementary: A full-time resource teacher (1 FTE) will have a maximum caseload of 20 total IEP students. Since each of those students requires about 10% of their time for meetings, collaboration, and modifying curriculum, and with the additional responsibility of Problem Solving Team meetings requiring another 5%, that number will automatically be reduced by 3 (15% of total) thereby reducing the total maximum caseload to 17.

b. A Workload Committee including Board/District representatives and Association members (including at least one Learning Behavior Specialist {LBS} from each level and at least one self-contained LBS) shall be established to conduct a study and review of the total workload / hours for LBS to make recommendation(s) to the Board for consideration and possible approval.

3. Annual Review Preparation Time

Teachers shall be paid at the rate of \$40 per hour up to the following number of days for completion of paperwork for annual reviews with option for teacher to request additional time subject to administrator approval:

- a. High School – 4 days (32 hours)
- b. Self-contained programs at Elementary and Middle School (SLC, FAST) – 4 days (32 hours)
- c. Elementary and Middle School - 3 days (24 hours)

Teachers are expected to complete the paperwork outside of their regularly scheduled duties.



4. Middle School Resource Study Hall

Middle school special education teachers who have a study hall as their assigned duty will work with administration to help define a mutually agreed upon structure of that study hall.

5. Student Services

A Workload Committee shall review the time spent/required for instructional planning time prior to the commencement of the academic year for Student Assistance Coordinator, Guidance Counselors and Certified Nurses and make recommendations to the Board for consideration and possible approval.

**W. Class Size and Section Numbers**

1. The Board and the Association will work cooperatively to develop pupil-teacher ratios that promote learning and are possible within the limitations of facilities, finances, and other considerations. An effort shall be made to balance class size and student needs within grade levels. As a desirable goal regarding pupil-teacher ratios in the overall School District, the District will aspire to maintain a District-wide pupil-teacher ratio of no more than twenty-five (25) students per teacher. Individual conditions such as: the provision of assistants, available student workstations, learner characteristics and the unique nature of specialized programs may make more or fewer students appropriate.

2. A Class Size Committee shall be formed and be comprised of equal numbers of Association and Board/District representatives. The Committee shall include at least one (1) Board member and at least one (1) LBS Teacher. The Committee shall conduct a classroom study to begin within the first trimester of the 2023-2024 school year and shall make recommendation(s) to the Board for consideration and possible approval.

3. At the elementary level, if enrollment in a class exceeds 25 students but is less than 28 students, or if compelling circumstances otherwise exist (*e.g.*, where enrollment is less than 25 students but includes a particularly challenging class composition), and the teacher believes that the pupil-teacher ratio in their classroom is not appropriate, the teacher may initiate a review by utilizing the Class Size Form made available by the Assistant Superintendent of Human Resources. Elementary specials teachers may use the Class Size Form to initiate a review of their section numbers when the number of sections reaches 44 sections of Music or Physical Education or 21 sections of Art. The completed Form is to be submitted to the building principal. If a meeting to discuss the teacher's concern is requested on the Form, the building principal shall convene a meeting with the teacher and a representative of the Association to discuss the concerns. Should an acceptable resolution not be found at the building level, the teacher may advance the issue to the Superintendent or designee for resolution.

4. At the elementary level, when a class size exceeds 27 students, the principal shall automatically review with the teacher and other related staff, the need for additional classroom support. For elementary specials teachers, when the number of sections exceeds 45 sections of Music or Physical Education or 22 sections of Art, the principal shall automatically review with the teacher the need for additional classroom support. Additional classroom support includes but is not limited to the following: an instructional or clerical

aide; relief from supervision responsibilities; a stipend; additional planning time; class composition change; splitting the class; or reducing a specials teacher's load by assigning some sections to other specials teachers. Unless declined by the teacher, the principal shall assign an instructional aide to the classroom for at least two and one half hours (2.5) per day, exclusive of any existing special education assistants. If an instructional aide is declined by the teacher but the principal determines that the assignment of an instructional aide is appropriate, the principal's decision shall be final. The summary of that review will be forwarded to the Superintendent.

5. At the middle school and high school levels, if the teacher believes that the pupil-teacher ratio in their classroom is not appropriate, the teacher may initiate a review by utilizing the Class Size Form made available by the Assistant Superintendent of Human Resources. The completed Form is to be submitted to the Principal. If a meeting to discuss the teacher's concern is requested in the Form, the Principal (or designee) shall convene a meeting with the teacher and a representative of the Association to discuss the concerns. Should an acceptable resolution not be found at the building level, the teacher may advance the issue to the Superintendent or designee for resolution.

6. Enrollment in classrooms with limited workstations (e.g., laboratories, shop class, etc.) shall not exceed the number of workstations in the classroom, unless approved by the teacher.

7. Annually, the GEA President and Superintendent, or their designees, shall meet to review the concerns and information submitted on the submitted Class Size Forms.

## **X. Workday/Work Schedule**

### **1. Professional Workday**

a. Every teacher must work an eight-hour day, which includes a duty-free lunch. Teachers must be present during core hours, which are fifteen (15) minutes before and twenty (20) minutes after the student day. The other minutes required to fulfill an eight-hour day may be added before or after the student day at the teacher's discretion. For teacher in-service, teacher institute and school improvement days, teacher attendance will be required for a period of time equivalent with the regular core hours on normal instructional days.

### **b. Standard Teacher Workday\***

Elementary teacher: 7:40 - 3:40

Middle School teacher: 8:05 - 4:05

High School teacher: 7:25 - 3:25

\* Standard teacher workday starting and ending times may be adjusted due to changing transportation needs or other academic scheduling outside of the standard workday (i.e. early bird classes).

Exceptions:

- On the last day of student attendance, the Elementary student dismissal shall be at 1:00 p.m. and Elementary teachers shall be released at 1:15 p.m.
- On the last day of student attendance, the 6<sup>th</sup> and 7<sup>th</sup> grade student dismissal shall be at 1:45 p.m. and Middle School teachers shall be released at 2:00 p.m.
- On all full-day Teacher Institute Days, all teachers shall be released 30 minutes earlier than the times otherwise listed for the “Standard Teacher Workday.”

c. Regularly scheduled building level meetings (including, but not limited to, faculty meetings, student instructional support appointments, parent conferences, student service meetings and appointments) will be held within the standard workday and participation in these meetings is not discretionary and will be considered a professional responsibility unless there are extenuating circumstances or upon agreement of the participants. Regularly scheduled meetings (including, but not limited to faculty meetings, grade level meetings, department meetings, team meetings) may be extended fifteen (15) minutes beyond the end of the standard workday if notice is given at least one (1) week in advance.

d. Additional Duties: The following are understood to be part of the teachers’ regular job duties and shall not be subject to additional compensation via stipend, per diem compensations, or other extra compensation for out-of-class responsibilities.

- All teachers attending Back to School / Curriculum Night;
- Elementary teachers attending Spring Open House;
- Elementary teachers assisting with supervision of students during evening concerts;
- 6<sup>th</sup> Grade teachers attending Meet the Teacher Night during Locker Set-up Night;
- 6<sup>th</sup> Grade teachers attending Spring 5<sup>th</sup> Grade Parent Night on a biannual rotation;
- 8<sup>th</sup> Grade teachers attending Promotion Ceremony; and
- Middle School teachers who teach more than one level at the middle schools shall participate in the 6<sup>th</sup> grade or the 8<sup>th</sup> grade spring activities. The middle school principals will ask their respective staff which activity is preferred and make assignments by preference when feasible. The principal shall split up the exploratory and P.E. departments to assign grade levels to half of each department.

e. Attendance by teachers at all other activities not listed in part d. above or otherwise expressly addressed in the CBA shall be voluntary or pre-approved for compensation by the Assistant Superintendent of Human Resources.

## 2. Teaching Load

Teaching positions vary in regard to schedules and job descriptions. However, in an attempt to maintain reasonable equity among positions, the criteria below will be applied.

### Elementary:

An elementary teacher shall teach no more than 1,495 minutes per week. For purposes of determining Full Time Equivalency for Elementary Content Specialists (Art, Music, PE) the following standards will be applied:

- Physical Education/Music: up to 46 sections – a section is defined as a 30-minute period.
- Art: up to 23 sections – a section is defined as a 60-minute period.

If Physical Education/Music sections fall below 46, or if Art sections fall below 23, then the District has the right to fill an Elementary Content Specialist's schedule with additional duties/responsibilities.

### Middle School:

Full-time middle school teachers will be assigned to five (5) instructional periods and one (1) supervision period, except for band, orchestra and choir teachers, who will be assigned to six (6) instructional periods.

### High School:

Full-time high school teachers will be assigned to five (5) instructional periods and one (1) five minute hallway supervision duty per day (or time equivalent).

For itinerant teachers, travel time shall be counted as part of their teaching load.

For teachers in positions not adhering to specific class schedules, (including, but not limited to, guidance counselors, psychologists, social workers, and student assistance coordinators) student contact time and hallway supervision duty (or time equivalent) is expected to be maintained between the limits specified above.

## 3. Teacher Planning Time

Included in the standard teacher work day will be time dedicated to teacher's classroom preparation, student contact, faculty meetings, parent meetings, student meetings, and supervision duties.

At the elementary level, preparation time includes one (1) daily planning period within the student day totally 180 minutes weekly and the time before and after school.

At the middle school level, preparation time includes two (2) planning periods, one of which may be a team planning period, and the time before and after school. At the high school level, preparation time includes two (2) planning periods minus one (1) 5-minute supervision duty and the time before and after school.

Middle school teachers at each building may designate a "Team Communicator," who will meet with the Principal (or designee) as needed for the purpose of:

- a) Scheduling foreseeable interruptions to team planning meetings;

- b) Setting an agenda for team planning meetings, if necessary;
- c) Reviewing elements of effective meetings; and,
- d) Annually reviewing the implementation of team planning meetings.

Additionally, the building leadership team (BLT) and middle school administration PLC will meet to collaborate concerning the introduction of new initiatives appropriate for team planning periods.

All levels reserve Wednesdays after school for building meeting time. Any request which may require teachers to take on additional responsibilities during their preparation time will be mutually agreed upon by the administration and Association representatives in that building.

#### 4. Supervision

Supervision is defined as non-instructional monitoring of students for the purpose of ensuring their safety and proper behavior. All teachers are responsible for student supervision in the general vicinity of their classroom. If a teacher has students entering their classroom during passing periods, the teacher must remain in view of the classroom during those periods, when circumstances permit.

A non-precedential exception to this definition of supervision is the Math Lab at the Middle School level. In place of a supervision period, math teachers will provide small group remedial instruction for students below grade level in math. The Math Lab will be structured in the following way for the math teacher: 50% of the class periods will be reserved for instruction of the math lab and 50% of the class periods will be reserved for plan time to be used at the discretion of the teacher to be equally distributed throughout the year.

#### 5. Part-Time Teachers

Part-time teachers will participate at the same level as full-time teachers in required regularly scheduled faculty meetings, back-to-school nights, parent conferences, other co-curricular events involving their students and supervisory duty assignments or rotations with no additional compensation unless there are extenuating circumstances and a written agreement is entered into between the principal and the part-time teacher and approved by the Assistant Superintendent - Human Resources.

#### 6. Elementary Teacher Progress Report Preparation Time

To alleviate teacher workload outside of the Professional Work Day related to progress report preparation at the elementary level:

During the first trimester:

According to the regular District calendar adopted annually by the Board.

During the second trimester:

Teachers at the elementary level with progress report responsibilities shall use any available time during the period allotted for parent-teacher conferences for completing student progress reports. Teachers shall schedule only necessary conferences with parents during the designated conference period in such a manner

that maximizes available time and shall appropriately limit conference duration without sacrificing the best interests of the student. Teachers shall schedule conferences only when requested by the parent or when the teacher believes the conference is necessary for the educational development of the student. The teacher shall submit to the Building Principal a written record of conference time. If scheduled parent-teacher conferences reduce the time available for progress report preparation and additional time is necessary to complete the reports, the teacher shall receive a single block of release time scheduled jointly by the teacher and Building Principal to be used exclusively for the purpose of preparing progress reports. The release time shall not exceed the time spent in conference with parents on the designated conference day, up to three hours.

During the third trimester:

According to the regular District calendar adopted annually by the Board.

#### **Y. Overload Teaching Assignments**

Neither the District nor the Association will promote the practice of overload teaching assignments. However, in the event that an overload assignment is required, the following guidelines will be applied:

1. An overload position will be limited to a single teaching section, no longer than one (1) year in length.
2. Overload positions will be posted within the building.
3. Assignment to an overload position must be mutually agreeable to the District and the employee.
4. Unless the District and the Association agree, an employee will only be eligible to accept an overload assignment once every five (5) years.
5. Teachers who have release time for other duties will generally not be eligible to accept an overload assignment.
7. When a teacher accepts an overload assignment, all benefits will continue to be assigned based upon a 1.0 full-time equivalent teaching assignment.

#### **Z. Professional Relations**

A constant and meaningful professional relationship between teachers and administrators is a critical element of an effective and productive educational climate. Open dialogue regarding school operations, school improvement, and the performance of both teachers and administrators is desired. Consistent with Board Policies addressing teacher and administrator evaluation, regular formative input will be invited, valued, and applied by both teachers and administrators. All input shall be presented in a manner that is professional and

productive and shall be presented primarily during evaluation opportunities established specifically for the exchange of performance related criticism.

References to personalities or leadership/teaching styles must be directly related to performance areas specified in employee job descriptions.

If an administrator or a teacher finds that a specific concern arises regarding the performance of another teacher or administrator that needs to be communicated beyond specific evaluation opportunities, the following step-by-step process should be followed until the concern is resolved:

**A. Informal Procedures:**

1. Bring the issue to the attention of the individual employee,
2. Communicate the information to the immediate supervisor of the employee,

**B. Formal Procedures:**

1. Communicate the information in writing and by appointment to the Assistant Superintendent of Human Resources.
2. Communicate the information in writing and by appointment to the Superintendent of Schools.
3. Communicate the information in writing to the Board and appear before the Board in closed session if requested.

A representative(s) of the Association may be included at a teacher's request at any step in the process outlined above.

This information will be kept confidential and following these steps will be considered professional and have no negative consequences. Unprofessional actions will be processed in accordance with Board policies.

## **AA. District Level Committee Guidelines**

1. All District committees will follow the guidelines below:
  - a) Openings for committees will be posted through Geneva304 email before the first day of school. The postings for committees will include the anticipated number of meetings, total anticipated number of hours required for meetings, any anticipated work required outside of the committee meetings, length of term on this committee, the goals of the committee, and the compensation paid.
  - b) When appropriate, openings for the co-chair of a committee will also be posted. The co-chair posting will include all of the above posting requirements as well as the listing of any other duties and meetings required of the position.
  - c) A contract will be provided to each member of a paid committee no later than the first committee meeting and will be signed by the teacher and the chair(s) of the committee.

- d) If the number of meetings or the total number of hours exceeds the contract guidelines, the committee would automatically be increased to the next level committee.
  - e) It is a responsibility of committee members to communicate committee work to the teachers in their buildings on a regular basis.
2. There are two levels of compensation that may apply to teacher committee work.
    - a) A **Level 1** committee will meet outside of the student day, a minimum of five (5) times for at least ten (10) hours. The stipend rate for a **Level 1** committee will be .020 of the correlating school year's indexing salary figure. Committee chairpersons will receive an additional .01 rate in compensation for the added responsibility.
    - b) A **Level 2** committee will meet outside of the student day, a minimum of ten (10) times for at least twenty (20) hours. The stipend rate for a **Level 2** committee will be .030 of the correlating school year's indexing salary figure. Committee chairpersons will receive an additional .015 rate in compensation for the added responsibility.
    - c) Committees that do not qualify for Level 1 will not be compensated.
    - d) When a committee is required to meet predominantly in the evening, the number of required meetings needed to qualify for the above stated levels will be reduced by one-half (1/2). When a committee, upon administrative approval, exceeds the minimum required number of meetings and hours of the next applicable level, the committee stipend will be adjusted.
  3. It is the responsibility of the committee chairperson(s) to take attendance at all committee meetings. The expectation for attendance at committee meetings is very high due to the direct impact that attendance has upon the ability of the committee to complete its task. It will be the responsibility of the Assistant Superintendent-Learning and Teaching to monitor the attendance of all committee members and to reduce or cancel committee compensation if attendance expectations are not met.
  4. It is also the responsibility of the committee chairperson(s) to review compensation guidelines at the first committee meeting to ensure that all committee members understand the number and length of committee meetings.
  5. Compensation for committee work will take place following the completion of the work of the committee or no later than the first pay period in June. A committee member will have their compensation reduced by 10% for each committee meeting absence in excess of one (Level I committee) or in excess of two (Level II committee), excluding those committee absences on a day that a teacher is on sick or personal leave.
  6. Acceptance of a committee assignment is made with the expectation that it may be a multi-year commitment. Most committee assignments will be limited, however, to three (3) years.
  7. In addition to compensation, teachers may earn recertification credit for membership on certain committees. The Office of Human Resources maintains a list of committees that qualify for recertification credit.
  8. Teacher Administration Communication Team



A Teacher Administration Communication Team (TACT) will meet at least three (3) times a year to discuss items of mutual concern in a collaborative setting. The makeup of this committee will include district administration relevant to particular agenda topics as well as GEA leadership. This committee shall discuss matters of mutual concern, work to resolve issues, provide input to committees as needed, and discuss the implications of possible future District initiatives. The TACT will be co-chaired by the Superintendent and the President of the Association.

**AB. Building Level Committee Guidelines**

Building Leadership Teams

Each school will have a Building Leadership Team (BLT) that will resolve issues that arise in the building, plan new initiatives to be undertaken in the building, and carry out any other duties necessary to planning and preparation for the building.

**ARTICLE VIII – EFFECT OF AGREEMENT**

A. The parties mutually agree that the terms and conditions set forth in this Agreement represent the full and complete understanding and commitment between the parties hereto which may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in an amendment hereto, during the term of this Agreement.

B. This Agreement shall not be modified in whole or in part by the parties except by an amendment in writing duly executed by both parties.

C. The terms and conditions of this Agreement shall be reflected in individual contracts and shall be implemented through Board policy. During the term of this Agreement, contracts and notifications will be consistent with the Agreement.

D. Should any Article, Section, or clause of this Agreement be declared illegal by a court of competent jurisdiction or be found to be in violation of any Illinois or federal statute or any rule or regulation of an Illinois or federal administrative agency, said Article, Section, or clause, as the case may be, shall be automatically deleted from this Agreement to the extent that it violated the law, statute, rule, or regulation, but the remaining Articles, Sections and clauses shall remain in full force and effect for the duration of the agreement, if not affected by the deleted Article, Section or clause. Either the Association or the District may request interim bargaining to resolve the issues related to deleted Articles, Sections and clauses.

**ARTICLE IX - DURATION OF AGREEMENT**

This Agreement shall be effective beginning August 15, 2023, and expire August 14, 2026.

**ARTICLE X – ACCEPTANCE**

This Agreement is adopted this 10<sup>th</sup> day of April 2023.

In witness thereof:

For the  
Geneva Education Association

  
PRESIDENT

  
SECRETARY

For the Board of Education of Community  
Unit School District 304

  
PRESIDENT

  
SECRETARY

### Salary Schedule 2023-2024

	BA+0	BA+8	BA+16	BA+24	MA+0	MA+15	MA+30	MA+45	DMA
1	48,711	49,821	50,958	52,124	55,802	58,412	61,155	64,102	67,138
2	49,783	50,917	52,079	53,271	57,030	59,697	62,501	65,513	68,615
3	50,679	51,833	53,017	54,230	58,056	60,772	63,626	66,692	69,850
4	51,591	52,766	53,971	55,206	59,101	61,866	64,771	67,892	71,107
5	52,768	53,972	55,208	56,476	60,471	63,307	66,288	69,422	72,715
6	53,972	55,208	56,476	57,774	61,871	64,778	67,836	71,048	74,425
7	55,208	56,476	57,774	59,106	63,307	66,288	69,422	72,715	76,180
8	56,476	57,774	59,106	60,471	64,778	67,836	71,048	74,425	77,977
9	57,774	59,106	60,471	61,871	66,288	69,422	72,715	76,180	79,821
10	59,106	60,471	61,871	63,307	67,836	71,048	74,425	77,977	81,710
11	60,471	61,871	63,307	64,778	69,422	72,715	76,180	79,821	83,648
12	61,871	63,307	64,778	66,288	71,048	74,425	77,977	81,710	85,635
13	63,307	64,778	66,288	67,836	72,715	76,180	79,821	83,648	87,672
14	64,778	66,288	67,836	69,422	74,425	77,977	81,710	85,635	89,760
15	66,288	67,836	69,422	71,048	76,180	79,821	83,648	87,672	91,902
16	67,836	69,422	71,048	72,715	77,977	81,710	85,635	89,760	94,097
17	69,422	71,048	72,715	74,425	79,821	83,648	87,672	91,902	96,348
18		72,715	74,425	76,180	81,710	85,635	89,760	94,097	98,656
19		74,425	76,180	77,977	83,648	87,672	91,902	96,348	101,023
20		76,180	77,977	79,821	85,635	89,760	94,097	98,656	103,450
21				81,710	87,672	91,902	96,348	101,023	105,938
22					89,760	94,097	98,656	103,450	108,489
23							101,023	105,938	111,103

### Salary Schedule 2024-2025

	BA+0	BA+8	BA+16	BA+24	MA+0	MA+15	MA+30	MA+45	DMA
1	49,783	50,917	52,079	53,271	57,030	59,697	62,501	65,513	68,615
2	50,928	52,088	53,277	54,496	58,341	61,070	63,938	67,020	70,193
3	51,997	53,182	54,396	55,640	59,567	62,353	65,281	68,427	71,667
4	53,089	54,299	55,538	56,809	60,818	63,662	66,652	69,864	73,172
5	54,300	55,537	56,804	58,104	62,204	65,114	68,171	71,457	74,840
6	55,538	56,806	58,106	59,441	63,646	66,630	69,768	73,066	76,533
7	56,806	58,106	59,441	60,807	65,119	68,179	71,397	74,778	78,333
8	58,106	59,441	60,807	62,209	66,630	69,768	73,066	76,533	80,179
9	59,441	60,807	62,209	63,646	68,179	71,397	74,778	78,333	82,070
10	60,807	62,209	63,646	65,119	69,768	73,066	76,533	80,179	84,011
11	62,209	63,646	65,119	66,630	71,397	74,778	78,333	82,070	86,000
12	63,646	65,119	66,630	68,179	73,066	76,533	80,179	84,011	88,040
13	65,119	66,630	68,179	69,768	74,778	78,333	82,070	86,000	90,130
14	66,630	68,179	69,768	71,397	76,533	80,179	84,011	88,040	92,275
15	68,179	69,768	71,397	73,066	78,333	82,070	86,000	90,130	94,473
16	69,768	71,397	73,066	74,778	80,179	84,011	88,040	92,275	96,727
17	71,397	73,066	74,778	76,533	82,070	86,000	90,130	94,473	99,037
18		74,778	76,533	78,333	84,011	88,040	92,275	96,727	101,406
19		76,533	78,333	80,179	86,000	90,130	94,473	99,037	103,836
20		78,333	80,179	82,070	88,040	92,275	96,727	101,406	106,327
21				84,011	90,130	94,473	99,037	103,836	108,881
22					92,275	96,727	101,406	106,327	111,500
23							103,836	108,881	114,184

### Salary Schedule 2025-2026

	BA+0	BA+8	BA+16	BA+24	MA+0	MA+15	MA+30	MA+45	DMA
1	50,480	51,630	52,808	54,017	57,828	60,533	63,376	66,430	69,576
2	51,691	52,869	54,076	55,313	59,216	61,986	64,897	68,024	71,245
3	52,932	54,138	55,374	56,640	60,637	63,474	66,454	69,657	72,955
4	54,202	55,437	56,703	58,000	62,093	64,997	68,049	71,329	74,706
5	55,478	56,742	58,037	59,365	63,554	66,527	69,651	73,008	76,465
6	56,743	58,036	59,361	60,719	65,003	68,044	71,239	74,672	78,208
7	58,038	59,362	60,721	62,116	66,510	69,629	72,907	76,354	79,977
8	59,362	60,721	62,116	63,543	68,050	71,247	74,610	78,143	81,858
9	60,721	62,116	63,543	65,009	69,629	72,907	76,354	79,977	83,787
10	62,116	63,543	65,009	66,510	71,247	74,610	78,143	81,858	85,764
11	63,543	65,009	66,510	68,050	72,907	76,354	79,977	83,787	87,792
12	65,009	66,510	68,050	69,629	74,610	78,143	81,858	85,764	89,870
13	66,510	68,050	69,629	71,247	76,354	79,977	83,787	87,792	92,002
14	68,050	69,629	71,247	72,907	78,143	81,858	85,764	89,870	94,186
15	69,629	71,247	72,907	74,610	79,977	83,787	87,792	92,002	96,427
16	71,247	72,907	74,610	76,354	81,858	85,764	89,870	94,186	98,724
17	72,907	74,610	76,354	78,143	83,787	87,792	92,002	96,427	101,080
18		76,354	78,143	79,977	85,764	89,870	94,186	98,724	103,493
19		78,143	79,977	81,858	87,792	92,002	96,427	101,080	105,970
20		79,977	81,858	83,787	89,870	94,186	98,724	103,493	108,508
21				85,764	92,002	96,427	101,080	105,970	111,112
22					94,186	98,724	103,493	108,508	113,781
23							105,970	111,112	116,518