GENEVA COMMUNITY UNIT SCHOOL DISTRICT 304

Agreement Between the

GENEVA SUPPORT STAFF ASSOCIATION

and the BOARD OF EDUCATION
2024 – 2027

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PREAMBLE

The Board of Education of CUSD 304, (hereinafter referred to as “Board” or “District”) and the Geneva Support Staff 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, teaching personnel, paraprofessionals and other staff.

Attainment of educational objectives requires mutual understanding and cooperation between the Board, the administrative and supervisory staff (hereinafter referred to as “Administration”), teaching personnel, paraprofessionals and other staff. To this end, free and open exchange of views is desirable and necessary with all parties participating in good faith negotiations leading to the determination of matters of mutual concern.

It is recognized that working with students in a supervisory and instructional capacity is a profession requiring specialized educational qualifications. The success of the educational program in the District depends upon the maximum utilization of the abilities of paraprofessionals who are satisfied with the conditions under which their services are rendered.

Nothing in this preamble is intended to give rise to any rights or obligations on behalf of either party and any claimed violation of this preamble is not subject to the professional grievance procedure.

ARTICLE I. RECOGNITION

The Board hereby recognizes the Association and its affiliates, the Illinois Education Association (IEA) and the National Education Association (NEA) as the exclusive and sole negotiating agent for the bargaining unit that includes all library assistants, kindergarten assistants and special education assistants (elementary and secondary).

ARTICLE II. NEGOTIATIONS

2.1 The Board and the Association agree to participate in negotiations which shall be conducted in good faith and consistent with the provisions of this Agreement. "Good Faith" is defined as the mutual responsibility of the Board and the Association to deal with each other openly and fairly and to sincerely endeavor to reach agreement on items being negotiated.

2.2 It is the right and responsibility of both the Board and the Association to do the following:

A. Select its own negotiating representatives.

B. Confer upon their respective representatives the necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations, and to reach tentative agreements which shall be presented to the Board and Association, respectively, for ratification.

C. Make a written request to commence negotiations for a subsequent agreement to take effect at the expiration of this current Agreement. Such request must be made before March 30 of the year in which this current Agreement expires. Negotiations shall begin before April 15 of the year in which this current Agreement expires, unless both parties agree to an alternate date.

D. Meet at reasonable times and negotiate in good faith with respect to wages, hours and other conditions of employment.

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.

2.3 Mediation. Mediation shall be initiated and shall proceed pursuant to the provisions of the Illinois Education Labor Relations Act ("IELRA") and its implementing regulations, as they are amended from time to time. Any expenses associated with mediation and/or fact-finding shall be shared equally by the parties.

ARTICLE III. MANAGEMENT RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities, subject to the terms of the collective bargaining agreement, conferred upon it and vested in it by the laws and Constitutions of the State of Illinois and the United States of America, including, but without limiting the generality of the foregoing, the right:

A. To the exclusive management, organization, and administrative control of the District and its properties and facilities;

B. To direct the work of its employees, and determine the kinds and levels of services to be provided and the methods and means of providing those services including entering into Agreements with private vendors for services;

C. To hire all employees, and subject to the provisions of law, to determine their qualifications and the condition for continued employment;

D. To establish educational policies, goals and objectives; to ensure rights and educational opportunities of students; to determine staffing patterns, to determine the number, deployment and kinds of personnel required in order to maintain the efficiency of District operations; and

E. To build, move or modify facilities; establish budget procedures and determine budgetary allocation.

ARTICLE IV. EMPLOYEE AND ASSOCIATION RIGHTS

4.1 RIGHTS OF ASSOCIATION

A. Bargaining unit members (sometimes referred to throughout this agreement as "Unit Members") shall have the right to form, join or assist professional employees' organizations, and to participate in professional negotiations with the Board. Unit Members shall also have the right to refrain from any or all of such activities.

B. The Association shall have the right to post notices of its activities and matters of Association concern on Association bulletin boards (shared with the Geneva Education Association), at least one of which shall be provided and located in a faculty room in each school building.

C. The Association shall have the right to reasonable use of the District mail service, Unit Member mailboxes, and the District email service for communications to Unit Members. A copy of any communication delivered to non-Association Unit Members shall be at the same time provided to the Administration. The Association acknowledges that its Unit Members have no reasonable expectation of privacy in the use of the District's email service and that nothing in this Agreement alters the application of Board Policy 5:125 and 6:235, as amended from time to time.

D. Association members and their representatives 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 or occur during compensated time, except for meetings between the Association and the Administration (e.g., grievance meetings, investigatory interviews or other labor-management meetings). Access to Unit Members during the Unit

Members' 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 Administration-Unit Member or Board-Unit Member relationships will be discussed in the presence of students.

E. 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 unit member licensed personnel, tentative budgetary requirements and allocations, agenda and public minutes of all board meetings, treasurer's reports, provided it is necessary for the Association to process any grievance or complaint, prepare for negotiations or otherwise exercise rights available to the Association. The Association agrees to first access such records and information from the District's website to the extent available there. As appropriate, and in a timely manner, the District will advise the Association President or his/her designee, of any emergency or environmental conditions which may disrupt the educational process or impact the working conditions of any bargaining unit member. Nothing herein shall require the Central Office administrative staff to research and assemble information for the Association.

F. 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.

4.2 EXCUSED ABSENCES FOR ASSOCIATION BUSINESS

Representatives of the Association shall be permitted excused absences without loss of salary, or the use of sick or personal days, in accordance with the following conditions:

A. A maximum aggregate of ten (10) days may be taken during the school year for business of the Association. The aggregate amount is for the Association collectively, not per member. This time may be taken in ½ day or whole day units.

B. If a substitute is provided, the Association will reimburse the Board for the substitute's salary, not to exceed the daily rate of the absent Unit Member.

C. Advance written notice of the request for excused absence in accordance with this provision shall be provided to the Superintendent at least two (2) work days prior to the absence.

4.3 DUES DEDUCTION

Any Unit Member 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 unit member notifies the Business Office, in writing, that membership dues should no longer be deducted. This notification 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. New employees hired after September 15 will have fifteen (15) calendar days after date of hire to submit a dues deduction form to the Business Office, and the prorated membership dues amount shall be deducted by the Business Office in equal installments over the remaining portion of the ten-month period described above. The deductions shall be remitted each pay period to the Association, in care of the Association-Treasurer.

4.4 USE OF DISTRICT BUILDINGS

The Association and its members shall have the right to use school buildings for Association meetings, provided that when special custodial service is required, the Board may make a reasonable charge therefor. 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. Such use is subject to clearance from the building principal or Director of Facility Operations or their designee(s).

ARTICLE V. WORKING CONDITIONS

5.1 DEFINITIONS

Unless otherwise defined within this agreement, the following terms shall be attributed the following definitions when used in this agreement.

A. Probationary employees. Unit Members shall serve a probationary period of one year from the first date of service.

B. Full-time Unit Members. Full time Unit Members shall be those who regularly work at least 30 hours per typical school week.

C. Category. Unless indicated otherwise, the term category shall refer to the following classifications of positions:
    i. Library Assistant
    ii. Secondary Special Education Assistant
    iii. Elementary Special Education Assistant
    iv. Kindergarten Assistant

5.2 WORK WEEK

The Assistant Superintendent for Human Resources and building principals will determine the work week for Unit Members. Unit Members, unless otherwise instructed by the Administration, shall not work or be compensated on teacher institute days, special event days or any day or portion of the school day designated for parent conferences or school improvement, unless directed by the Administration. If a Unit Member is directed to work on a teacher institute day, special event day, school improvement day or parent conference day, the Unit Member shall be compensated as though working on a regular work day.

5.3 NOTIFICATION OF ASSIGNMENT

By May 15 of each school year each Unit Member will be given a written statement of assurance that the Unit Member will be able to continue in the same or similar position in the next school year. Such statement of assurance shall not prohibit the Board from implementing a subsequent reduction in force if necessary.

5.4 JOB DESCRIPTIONS

Job descriptions for each position in the bargaining unit will be maintained by the Human Resources Department and will be provided to a candidate prior to the time of hire and upon request. The Association may provide input on job descriptions, but the District reserves the right to approve the final draft of all job descriptions, including periodic amendments and modifications.

5.5 VACANCIES

A. JOB POSTINGS. All vacancies and new positions within the bargaining unit shall posted internally so that interested employees have the opportunity to apply for such positions prior to their being posted externally.

B. Unit members shall have an opportunity to state a preference as to a new assignment and present their qualifications for the assignment. Unit members 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 applications.

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

    1. Unit members 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, unit members 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 unit members so notified have the responsibility of contacting the administration indicating their interest in said position within three (3) days receipt of such notice.

D. INVOLUNTARY TRANSFERS. The Board shall attempt to obtain voluntary transfers from unit members currently employed in the same category as the vacancy before involuntarily transferring unit members.

5.6 DUTY-FREE LUNCH

Each full-time Unit Member shall be provided a thirty (30) minute unpaid duty-free lunch. When a Unit Member is requested by the supervisor to work during lunch, the Unit Member will be compensated at the Unit Member's regular hourly rate of pay or provided compensatory time off, during the current or next pay period, as determined by the building administrator. Such request to work during lunch must have prior approval of the building administrator.

5.7 BREAKS

A full-time Unit Member shall receive one fifteen (15) minute break in the morning and one fifteen (15) minute break in the afternoon. A Unit Member who works three (3) hours a day shall receive one fifteen (15) minute break.

5.8 SCHOOL CANCELLATION, LATE START & E-LEARNING PROCEDURES

School Cancellation

In the event that school is canceled due to an "act of God" such as a snow day, power outage, flood, etc., all Unit Members will be excused from work. In the event that school is canceled due to weather conditions after students have arrived in the morning, all Unit Members will be excused from work, unless individually requested to remain, but shall be compensated for hours worked.

Late Start

In the event of a "late start" schedule or decision, all Unit Members will report to work two hours later than the regularly-scheduled start time, assuming that the regularly-scheduled start time is at the beginning of the school day. These two hours will not be made up. Unit Members who began their commute prior to the late start decision being communicated and arrive at their workplace within 30 minutes after their regularly-scheduled start time shall be compensated from their regularly-scheduled start time without deduction and may be assigned to alternative tasks as needed. Unit Members who regularly start work after 10:00 a.m. should report to work at their regularly-scheduled start time.

E-Learning

In the event that in-person student attendance is canceled and the District's program for electronic learning is used instead of an emergency day at the end of the year, Unit Members shall participate in the electronic learning program. For Unit Members who are unable to participate in electronic learning, these hours will be made up by performing alternative work or will be used for the completion of required training. If hours are not made up, compensation for these hours will be forfeited.

5.9 EVALUATIONS

All Unit Members employed with the District as of December 31st in a given school year shall receive a formal evaluation at least once in that school year during their first four years of employment. After the first four evaluations, Unit Members shall be evaluated every other year, so long as their rating is satisfactory or better. A Unit Member who receives a rating less than satisfactory in a given school year shall be evaluated again in the following school year. If the District Administration has any concern regarding the job performance of a specific Unit Member who is not scheduled for evaluation in a given year, or if it is the Building Principal's first year in the Unit Member's building, the Unit Member may be moved up for evaluation in that year. If a Unit Member is scheduled for evaluation in a given year but that evaluation is not completed, the rating for that Unit Member shall be deemed to be satisfactory.

A. The Support Staff Evaluation Plan ("Plan") shall be used in the evaluation of all Unit Members through the duration of this agreement. An evaluation committee composed of representatives from the Administration and the Association will oversee any changes to the Plan. The committee shall be composed of up to four representatives from the Association and up to four representatives from the Administration, with members appointed after the Association President and District Superintendent (or designee) have mutually discussed appointments. The Administration may invite one representative from each of the other support staff groups to attend the committee meetings. The Administration shall have final decision-making authority concerning the contents and structure of the Plan instrument (excluding timelines and procedures).

B. Upon the completion of the evaluation process, Unit Members shall sign the evaluation form to acknowledge that they have had a conference with their immediate supervisor and that the information contained on the evaluation form has been discussed. Signing the evaluation does not constitute agreement with the supervisor's evaluation.

C. If a Unit Member desires to establish a subsequent conference with the appropriate building administrator (e.g., the principal at the elementary and middle school levels; the Student Services Coordinator at the high school level) and the Unit Member's evaluator to discuss the final evaluation, a letter of request should be given to the building administrator requesting a conference within fifteen (15) days of the original evaluation conference with the evaluator.

D. If a Unit Member disagrees with the evaluation, the Unit Member may write a rebuttal and submit it to the Human Resources Department. Said rebuttal shall be attached to the evaluation and placed in the Unit Member's personnel file.

E. Unit Member evaluations shall not be subject to the Grievance Procedure.

5.10 PERSONNEL FILES

A. Unit Members shall, upon request, have the right to inspect all contents of their complete personnel file that are subject to review or investigation under and pursuant to the Illinois Personnel Records Review Act. Representatives of the Unit Member and of the employer may be present during any review of permanent personnel files.

B. Any evaluation, letter of reprimand, parental complaint or other material making derogatory reference to a Unit Member's character or performance placed in the official personnel file shall be transmitted to the Unit Member and the Unit Member shall have an opportunity to attach the Unit Member's own comments.

5.11 PAY FREQUENCY

Unit Members shall be paid uniformly and bi-weekly over the school calendar. Payment is made in arrears for the last two weeks of performance. All Unit Members will use a time sheet to report the hours worked within a pay period. Time sheets are due on each pay date.

ARTICLE VI. REDUCTIONS IN FORCE

6.1 HONORABLE DISMISSAL

From time to time, a position within the bargaining unit may no longer be needed and requires an honorable dismissal (a.k.a., "reduction in force" or "RIF"). The Board of Education will first dismiss, within the respective position category, the Unit Member with the least seniority. In that event, the Unit Member will receive a notice of honorable dismissal at least thirty (30) days before the Unit Member is honorably dismissed. Unit Members will receive a written notice of honorable dismissal by certified mail, return receipt requested, in accordance with the Illinois School Code.

6.2 SENIORITY

A. DEFINITION. "Seniority" means "length of continuous service" with the Board as that phrase is used and intended in 105 ILCS 5/10-23.5. Seniority will be determined by the first date of continual service. Any ties shall be broken in favor of the Unit Member with the highest final four Social Security Number digits (9999 being the highest possible value). Any ties that remain thereafter,

shall be broken by blind lottery which shall be conducted by a representative of the Association and a representative of the Human Resources Department. As long as Unit Members are employed in their position for the full work year, they will earn one year of seniority regardless of full-time or part-time status. Seniority for a Unit Member working less than the full work year for his/her position will be computed on a pro-rata basis. Seniority will not accrue during any leave-of-absence without pay.

B. SENIORITY CREDITS. Unit Members who terminate employment with the District shall lose all seniority credits.

C. SENIORITY LIST. By February 1st of each school year, the District will publish and distribute to all buildings and the Association a seniority list by category. The seniority list must be posted in the building in the common assembly area and on the District's web-based employee portal. This list shall be used for RIF purposes.

6.3 RECALL AFTER HONORABLE DISMISSAL

If a vacancy occurs in a job category the following school term or within one (1) year from the beginning of the following school term, the position will be filled by recalling a Unit Member honorably dismissed from that category or any other category of position, so far as the Unit Member is qualified to hold the position.

No new employees shall be employed to fill existing or new assignments until the pool has been exhausted, provided that:

A. Unit Members in the recall pool shall be notified by District email and telephone of a vacant position available to them. It is the Unit Member's responsibility to provided alternate contact information if needed.

B. When a Unit Member is offered a vacant position as part of an honorable dismissal recall, the unit member must accept the position or waive all future rights to recall.

C. Failure to respond to a proposed recall within five (5) business days of an email notice or within three (3) business days of telephone notice shall extinguish all recall rights of the Unit Member. The District's documentation of when the notice was emailed and the telephone call was attempted will serve to determine the date the notice was provided. If a phone call is placed and no one answers or responds to a message, the call will be considered to have been attempted. Extenuating circumstances will be considered on a case-by-case basis.

6.4 HONORABLE DISMISSAL BENEFITS

Any Unit Member honorably dismissed shall retain accrued benefits if the District rehires the Unit Member.

ARTICLE VII. GRIEVANCE PROCEDURES

7.1. DEFINITION

A grievance shall mean any claim or complaint by an employee, group of employees or the Association, hereafter referred to as the grievant(s), that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement. For purposes of this Article, all time limits consist of working days. A working day is defined as a day when the District Office is open.

7.2. STATEMENT OF BASIC PRINCIPLES

A. Every Unit Member covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. The grievant(s) can be represented at all stages of the grievance process by an Association representative selected by the Association. Should the grievant(s) choose self-representation, the Association may be present at all meetings and hearings. Either party to the grievance may elect to be represented by legal counsel at any stage of the grievance procedure; provided, however, each party will pay its own costs of representation. Nothing contained in this article or elsewhere in this Agreement shall be construed to prevent any individual Unit Member from discussing a problem with the Administration and having it adjusted without intervention or representation of Association representatives.

B. A Unit Member who participates in these grievance procedures shall not be subject to discipline or reprisal because of such participation.

C. 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 to automatically proceed to the next step. Any time limits herein may be extended by mutual agreement, in writing, signed by both parties (agreements via email shall be sufficient).

D. The grievant(s), or the individual on whose behalf a grievance has been filed, shall be present at any grievance discussion when the administration and/or the Association deem it necessary. When the presence of a Unit Member at a grievance hearing is requested by either party, illness or other incapacity of the

Unit Member or administrator shall be grounds for any necessary and reasonable extension of grievance procedure time limits.

E. In any instance where the Association is not represented in the grievance procedure, the Association may be notified of the final disposition of the grievance, which disposition shall not be in conflict with any of the terms or conditions of this Agreement.

F. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for the grievant(s) to be heard and to present its grievance. If the administration schedules a hearing or conference during school hours, all Unit Members whose presence is required shall be excused, with pay, for that purpose.

G. It is agreed that any investigation or other handling or processing of any grievance by the grievant(s) or Association representatives shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program of the teaching staff.

7.3. PROCEDURES

An attempt shall first be made to resolve any grievance in informal discussion between the complainant(s) and his/her/their building principal (or Superintendent if filed directly at Step II). If, however, the informal process fails to satisfy either party, a formal grievance may be processed as follows:

STEP I – BUILDING PRINCIPAL

If the grievance cannot be resolved informally, a grievance shall be filed in writing with the principal within twenty-five (25) days from the date of the occurrence of the event giving rise to the grievance. The written grievance shall state the nature of the grievance, the specific clause or clauses of the Agreement allegedly violated, misinterpreted or misapplied, and the remedy requested. Within five (5) days of receipt of the grievance, the principal shall schedule 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 ten (10) 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 delivery of the principal's written decision. The Superintendent shall, within ten (10) days after receipt of the written appeal, schedule 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 (if applicable) and the Association within ten (10) days of the meeting.

Class grievances involving one or more Unit Members from different school buildings or any grievance involving the act of an Administrator above the building level shall be initially filed at Step II of the grievance process.

STEP III – BOARD OF EDUCATION

If the grievance has not been satisfactorily resolved at Step II, an appeal may be filed in writing to the Board President within five (5) days of delivery of the Superintendent's written decision. 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.

STEP IV – 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 American Arbitration Association (AAA) or the Federal Mediation and Conciliation Service (FMCS), which shall act as the administrator of such further proceedings and whose arbitration rules shall govern. The grievant(s) shall provide contemporaneous notice of the demand for arbitration to the Superintendent. If a demand for arbitration is not filed within twenty (20) days of delivery to grievant(s) of the Board's decision, then the grievance shall be deemed withdrawn.

At arbitration, neither party to the grievance will be permitted to assert grounds not previously raised in the proceedings below.

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 VIII. DISCIPLINE

Unit Members are required to follow all Board of Education policies and administrative guidelines and directives. Unit Member discipline shall be progressive and corrective in nature using the following disciplinary steps:

1. Verbal warning
2. Written reprimand
3. Suspension without pay
4. Dismissal

When, in the judgment of the Administration, the circumstances of a particular case and/or the seriousness of a particular offense make the application of progressive and corrective discipline inappropriate, the appropriate disciplinary step to be used will be determined by the Administration.

Before a Unit Member is disciplined, the Administration shall conduct an investigation to determine the facts in the matter. The Unit Member shall be given the opportunity, in a pre-disciplinary conference, to provide his or her explanation of his or her conduct. The Assistant Superintendent-Human Resources, or designee, may place a Unit Member on paid administrative leave while the matter is being investigated.

A Unit Member shall be entitled to be accompanied by an Association representative at any disciplinary conference or any investigatory conference that may reasonably lead to discipline. This right does not extend to evaluation meetings or any part of the evaluation process, which is not disciplinary in nature. The Unit Member shall be responsible for arranging the representative's attendance at the meeting. Copies of all disciplinary action will be provided to the Unit Member within five (5) working days of the disciplinary conference. Disciplinary action shall not be made public except where expressly required by law.

Any disciplinary action shall not be subject to the Grievance Procedure.

Within five (5) days of disciplinary action, a Unit Member may appeal the disciplinary decision using the following chain of command:

1. Assistant Superintendent-Human Resources
2. Superintendent of Schools
3. Board of Education

Upon receipt of the notice to appeal, the appropriate administrator will meet with the Unit Member and render a decision within ten (10) work days after the meeting.

When a Unit Member is required by the Board to appear before the Board concerning any matter which is disciplinary in nature, including dismissal, the Unit Member shall be given seventy-two (72) hours' written notice of the reasons for the meeting and shall be entitled to invite an Association representative and/or legal counsel to the meeting with the Board.

The discipline procedures outlined above shall not apply to probationary employees.

ARTICLE IX. HOLIDAYS AND LEAVES

9.1 HOLIDAYS

All Unit Members who regularly work more than 17.5 hours per week shall receive the following paid holidays:

Labor Day	Presidents' Day
Columbus Day	Wednesday before Thanksgiving Day
Thanksgiving Day	Memorial Day*
Martin Luther King Jr.'s Birthday Observed	

If the school year is scheduled to end before Memorial Day, the day after Thanksgiving will be substituted for Memorial Day so that Unit Members still receive seven (7) paid holidays.

For Unit Members who regularly work less than 30 but more than 17.5 hours per week, paid time for holidays will be prorated on the basis of the regular work hour assignment.

A Unit Member will not be compensated for a paid holiday if the paid holiday is the Unit Member's last day of service in the District.

9.2 SICK LEAVE

A sick day is equal to the amount of time a Unit Member would have regularly worked on the day the Unit Member is sick. Sick leave shall include absence by reason of personal illness or injury, including temporary disability due to pregnancy, childbirth, or related medical conditions, bereavement leave, or serious illness in the immediate family of the Unit Member. Immediate members of the family shall include parents, spouse, brothers, sisters, children, grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, and legal guardians. Use of sick days for bereavement leave shall be limited to three days for individuals who are members of the immediate family.

All Unit Members eligible for IMRF pursuant to the IMRF's 600-hour standards shall be eligible for sick leave. Sick leave will be allotted at completed school years of service, in accordance with the following schedule:

Years of Completed Service	Sick Leave Allotment
1-10	10 days
11-15	12 days
16-20	14 days
21+	16 days

In the event that an absence will be for more than five (5) consecutive days, the Unit Member must contact the Office of Human Resources to determine whether a return-to-work authorization from a physician is required and whether the Unit Member is eligible for leave under the Family Medical Leave Act.

In certain situations, involving repeated or excessive absences, Unit Members may be required to submit a doctor's certificate of illness to the Office of Human Resources if requested by the Assistant Superintendent-Human Resources or designee.

Sick days are accounted for on a fiscal year basis and are reported to Unit Members in hours. Unit Members who are hired during the fiscal year will be granted sick days prorated through June 30th and then on an annual basis beginning July 1st. Although the accounting of sick days assumes a certain number for the fiscal year, the actual days are earned as the Unit Member works from month to month. In the event that a Unit Member takes sick leave in advance of being earned and the Unit Member subsequently leaves the District prior to earning the days, a compensating adjustment will be made to the final paycheck for the Unit Member. For example, if a new Unit Member who has used eight sick leave days during the first 4.5 months of the school year leaves the District at the end of December, the Unit Member, who has earned five sick leave days, will have three days of pay (eight days minus five days) deducted from the final paycheck.

Sick leave may accumulate, if unused, up to two hundred forty (240) days for in-district use. For IMRF retirement purposes, a maximum of two hundred forty (240) days may be accumulated.

9.3 SICK LEAVE BANK

Unit Members shall be permitted to participate in the Sick Leave Bank as created and set forth in the then-current Educational Support Service Working Agreement, which is incorporated by referenced into this Agreement and which is appended hereto as **Appendix B**.

The Association shall appoint a representative to join the Assistant Superintendent of Human Resources and another representative(s) of the educational support service staff to assist in the management of the Sick Leave Bank plan.

9.4 PERSONAL LEAVE

All Unit Members who regularly work at least 17.5 hours per week shall be eligible for personal leave.

Personal leave is to be used to attend to personal business matters that cannot be attended to any time other than during work hours. Personal leave shall not be used for the purpose of secondary employment or personal profit, extended weekends, recreational or leisure purposes, or for the purpose of extending vacation or holiday periods. Personal leave can be used to conduct legal business, observe religious holidays, bereavement leave, or attend to family matters that cannot be otherwise rescheduled (e.g., weddings, graduations, taking a child to college, accompanying a child on a field trip). Personal leave need not be used when a Unit Member is called to jury duty.

Personal leave will be awarded on an accrual basis and allocated as follows:

Completed Years of Service	Personal Leave Allotment
1-4	2 days (reported to the employee in hours)
5-9	3 days (reported to the employee in hours)
10 +	4 days (reported to the employee in hours)

All personal leave requests are subject to review by the building principal and subject to review and final approval by the Assistant Superintendent-Human Resources. These requests will be reviewed on a case-by-case basis. Personal leave requests must be submitted through the appropriate system supplied by the Office of Human Resources. Except in emergencies or otherwise not practicable, the personal leave request should be submitted no less than two days in advance of the requested absence.

Unit Members are not required to disclose the reason for requesting personal leave except when the request is:

1. For two (2) consecutive days or more;
2. Adjacent to a holiday (e.g., the Friday before the Labor Day weekend, the Tuesday after President's Day) or vacation period (e.g. summer, Thanksgiving, winter or spring break);
3. For the Friday before parent conference week in November;
4. Before or during a school day with a half day of instruction; or
5. During the months of May and June.

Unused personal days will rollover into accumulated sick leave at the end of the fiscal year. For Unit Members working less than a 7.5 hours day, a day of absence refers to the amount of time a Unit Member would have regularly worked on that day. For example, a Unit Member who takes personal leave on a half-day of instruction for students will be charged the number of hours that he or she would have worked on that half day. In the event that a Unit Member uses a personal day in advance of being earned and the Unit

Member subsequently leaves the school district prior to earning the days, a compensating adjustment will be made to the final paycheck for the bargaining unit member.

9.5 FAMILY AND MEDICAL LEAVE

A Unit Member who has worked at least 1,000 hours in the last 12 months, shall be eligible for FMLA leave pursuant to law and Board Policy 5:185. The unpaid leave of absence is to be administered pursuant to the provisions of Board Policy 5:185. All other requirements and limitations of FMLA leave (e.g., the definition of serious health condition, duration of leave, types of leave, etc.) shall apply.

A Unit Member shall not be entitled to more than twelve weeks of unpaid leave within a twelve-month period for a serious health condition.

During the leave, the Unit Member may not take employment with another employer during any of the hours the Unit Member was regularly scheduled to work prior to the leave of absence.

9.6 JURY DUTY

Unit Members will be compensated for a regular day of pay during those day(s) devoted to jury duty. In order to receive compensation, Unit Members, upon request, will attach the jury summons and any compensation received for jury service to their timesheets, which shall be signed over to the District. Unit Members may keep any compensation earned for jury duty during a vacation/holiday period.

9.7 PROFESSIONAL DEVELOPMENT; COMMITTEE MEETINGS

Unit Members may be required to participate in professional development, training sessions and committee meetings, which will be scheduled during the regular workday where feasible. The Association recognizes that some committees span several employee groups and that scheduling meetings during the Unit Member's workday may not be feasible.

Association leadership may request professional development that will advance the knowledge and skill set of Unit Members and consequently benefits the District, such as behavior modification or verbal de-escalation training.

Each building will provide information to Unit Members about the safety protocols of that building.

When directed to attend by the Administration, Unit Members will be compensated at their normal hourly rate of pay to attend grade level, department and building meetings, professional development and/or training sessions.

9.8 TESTING DAYS

Unit Members will work their regular hours on days of school testing (including finals and standardized testing days). If students are dismissed early, the Unit Member is to complete administrative tasks as assigned or otherwise essential to the position.

9.9 HOURS BEYOND STANDARD WORK DAY

Hours beyond the standard work day will be compensated at the Unit Member's hourly pay rate up to 40 hours, at which point the Unit Member will be paid at time and a half. Sunday shall be paid at double time. No Unit Member shall work more than 40 hours per week unless such excess work is approved in advance by the Assistant Superintendent-Human Resources.

9.10 OUT-OF-CLASSROOM RESPONSIBILITIES AND RELEASE TIME

Any Unit Member that fulfills a District 304 out-of-class position shall be compensated for that position in accordance with the Agreement between the Geneva Education Association and the Board of Education, Geneva Community School District 304. Unit Members who serve as a District-paid coach, leader, etc. for any District-authorized team or group shall be given release time for any District-approved team or group competition that interferes with the normal work day and which cannot be scheduled to avoid conflict without the loss of personal or sick leave time.

There will not be a limit on the number of out-of-class responsibilities or hours that a Unit Member can work. Nothing in this Agreement, however, shall require the Board of Education to employ a Unit Member in more than one out-of-class responsibility. The decision whether to employ a Unit Member in an out-of-classroom responsibility or as to the number of such responsibilities shall be solely within the discretion of the Board of Education and its Administration.

ARTICLE X. COMPENSATION AND BENEFITS

10.1 COMPENSATION

A. HOURLY RATE. Unit Members shall be compensated according to the schedules in Appendix A.

B. NEW HIRE COMPENSATION. No new hire shall be compensated at a higher rate than a current bargaining unit member with the same prior work experience, education and training. For purposes of placement on the schedules in Appendix A, new hires shall receive a maximum of 1/2 years' credit for each year of prior work experience related to the position for which they were hired. No new hire shall be placed above Step 6 in the schedules in Appendix A.

C. SUBSTITUTE PAY. Unit Members shall not be asked to perform the work of a substitute teacher unless the Unit Member has a teaching license, a substitute license, or a paraprofessional license and a bachelor's degree. Willingness to serve as a substitute teacher is at the sole discretion of the individual asked. When a Unit Member, pursuant to a request of the District, serves as a substitute teacher, he or she will be paid one-half of the then-current "loyalty rate" for a substitute teacher in lieu of his or her typical half-day per diem pay if he or she substitutes for a period of thirty (30) consecutive minutes up to three (3) hours or the full then-current "loyalty rate" for a substitute teacher in lieu of his or her typical full-day per diem pay if he or she substitutes for a period of more than three (3) hours. The District shall withhold from these amounts the employee's required contributions to the Teachers' Retirement System of the State of Illinois (hereafter "TRS") and the Teachers' Health Insurance Security Fund (hereafter "THIS") and remit the same to TRS and THIS. For payroll purposes, and due to the frequency and nature of payment in arrears described in Section 5.11 above, the Unit Member shall also separately be docked his or her typical hourly rate for a half day or a full day, whichever is applicable. The grievance procedures of this agreement shall have no application to a Unit Member while serving as a substitute teacher, except for purposes of addressing the payment of compensation set forth in this section.

D. HOURLY INCREASE FOR PERSONAL CARE DUTIES. Special education assistants whose regular, assigned duties include the provision of "personal care" to students whose abilities are below typical grade-level developmental norms shall be provided additional compensation in the amount of $1.00 per hour for the first year of this Agreement, $1.25 per hour for the second year of this Agreement, and $1.50 per hour for the third year of this Agreement, during the grading period (e.g. trimesters or semesters as appropriate) in which the assignment is effective. "Personal care" shall include bath-rooming, dressing and hygiene-related tasks or direct assistance of students performing these tasks. If a special education assistant believes that he or she is eligible for the personal care hourly increase but has not been previously identified by the Administration as eligible, the special education assistant may petition the Administration for approval.

10.2 MEDICAL/DENTAL INSURANCE

Unit Members with regular working assignments of 30 hours or more each week are eligible for health/dental insurance and/or life insurance benefits, but must pay the full premium cost for one summer month. Summer insurance premiums will be deducted during the school year. Beginning with the 2025/26 school year, Unit Members shall no longer be required to pay the full premium cost for one (1) summer month and the standard employer/employee percentage sharing shall apply to all twelve (12) months. District health/dental/life insurance plans and contribution rates for health and dental insurance premiums for eligible Unit Members are subject to change per the Agreement between the Board of Education and the Geneva Education Association.

The following schedule represents the percentage of premium costs which will be paid by the District on behalf of the Unit Member should insurance coverage be applicable and requested by the Unit Member:

Single Coverage	95% Health/Medical 100% Dental
Dependent (Family) Coverage	75% Health/Medical 50% Dental

Unit Members electing not to participate in the health/dental benefit program offered by the District may be reimbursed for costs incurred for vision/eye care and dental. Reimbursements will be limited to an amount not to exceed $500 per calendar year and are available for an eligible spouse, all dependent children, and other dependents as defined by the District's family insurance plan. The $500 reimbursement account will be prorated for new Unit Members hired after January 1 and for those Unit Members who leave the District at any time during the school year.

10.3 LIFE INSURANCE

The District will provide group term life insurance equal to $50,000. A Unit Member, subject to the limits of the policy, may purchase additional coverage.

10.4 RETIREMENT BONUS

Retiring employees who have reached the age of fifty-five (55) and have completed ten (10) years of service with Geneva Schools will receive a retirement bonus as follows:

10-19 years of district service	10% of last annual salary
20-24 years of district service	15% of last annual salary
25+ years of district service	20% of last annual salary

The amount shall be paid after the first calendar month after the final day of employment and shall not be reportable to IMRF (e.g., an employee who retires on June 15 will receive payment in August).

ARTICLE XI. EFFECT OF AGREEMENT

11.1 COLLABORATIVE MEETINGS

The Association and the District will meet as needed to discuss issues pertaining to the compliance with this Agreement at the request of either party.

11.2 COMPLIANCE WITH LAW

Should any article, section or portion of this Agreement be held unlawful or invalid in any court or agency of lawful jurisdiction, such decision shall apply only to the article, section or portion thereof directly specific in such decision or opinion. The remaining provisions of this Agreement shall remain in full force and effect.

11.3 COMPLETE UNDERSTANDING

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 by amendment hereto, during the term of this Agreement.

11.4 NO STRIKE CLAUSE

During the term of this Agreement, the Association agrees not to strike, not to participate in any work stoppage or slow down, and not to in any way engage in any concerted job action which would materially interfere with the administration of the District.

11.5 DURATION

This Agreement shall be effective July 1, 2024, through June 30, 2027.

11.6 ACCEPTANCE

For the Geneva Support Staff Association:	For the Board of Education, Geneva Community Unit School District 304:
_____	_____
President	President
_____	_____
Secretary	Secretary
_____	_____
Date	Date

APPENDIX A SALARY SCHEDULE

	2024-2025 Salary Schedule				
New step	Current step	Library Assistant		Special Education and Kindergarten Assistant	
		Library Asst - Degree	Library Asst - No Degree	Sped/K Asst Degree	Sped/K Asst No Degree
		LD	*LND*	*SSEAD*	*SSEAND*
1	4	$15.45	$15.00	$15.90	$15.00
2	5	$15.93	$15.20	$16.38	$15.45
3	6	$16.42	$15.66	$16.87	$15.91
4	7	$16.92	$16.15	$17.37	$16.40
5	8	$17.43	$16.64	$17.88	$16.89
6	9	$17.96	$17.15	$18.41	$17.40
7	10	$18.52	$17.68	$18.97	$17.93
8	11	$19.09	$18.21	$19.54	$18.46
9	12	$19.68	$18.77	$20.13	$19.02
10	13	$20.28	$19.34	$20.73	$19.59
11	14	$20.91	$19.92	$21.36	$20.17
12	15	$21.55	$20.53	$22.00	$20.78
13	16	$22.21	$21.16	$22.66	$21.41
14	17	$22.88	$21.79	$23.33	$22.04
15	18	$23.58	$22.46	$24.03	$22.71
16	19	$24.30	$23.15	$24.75	$23.40
17		$25.05	$23.85	$25.50	$24.10
18		$25.82	$24.57	$26.27	$24.82
19		$26.61	$25.31	$27.06	$25.56

	2025-2026 Salary Schedule			
New step	Library Assistant		Special Education and Kindergarten Assistant	
	Library Asst-Degree	Library Asst - No Degree	Sped/K Asst - Degree	Sped/K Asst - No Degree
	LD	*LND*	*SSEAD*	*SSEAND*
1	$15.53	$15.08	$15.98	$15.08
2	$16.01	$15.27	$16.46	$15.52
3	$16.50	$15.74	$16.95	$15.99
4	$17.01	$16.23	$17.46	$16.48
5	$17.52	$16.72	$17.97	$16.97
6	$18.05	$17.23	$18.51	$17.48
7	$18.62	$17.76	$19.07	$18.02
8	$19.19	$18.30	$19.64	$18.55
9	$19.78	$18.87	$20.23	$19.12
10	$20.38	$19.44	$20.84	$19.69
11	$21.01	$20.02	$21.46	$20.27
12	$21.66	$20.63	$22.11	$20.88
13	$22.32	$21.26	$22.78	$21.51
14	$23.00	$21.90	$23.45	$22.15
15	$23.69	$22.57	$24.15	$22.82
16	$24.42	$23.26	$24.87	$23.52
17	$25.17	$23.97	$25.63	$24.22
18	$25.95	$24.69	$26.40	$24.94
19	$26.75	$25.43	$27.20	$25.68

	2026-2027 Salary Schedule			
New step	Library Assistant		Special Education and Kindergarten Assistant	
	Library Asst - Degree	Library Asst - No Degree	Sped/K Asst - Degree	Sped/K Asst - No Degree
	LD	*LND*	*SSEAD*	*SSEAND*
1	$15.76	$15.30	$16.22	$15.30
2	$16.25	$15.50	$16.71	$15.76
3	$16.75	$15.98	$17.20	$16.23
4	$17.26	$16.47	$17.72	$16.73
5	$17.78	$16.97	$18.24	$17.23
6	$18.32	$17.49	$18.78	$17.75
7	$18.90	$18.03	$19.36	$18.29
8	$19.48	$18.58	$19.93	$18.83
9	$20.07	$19.15	$20.53	$19.41
10	$20.69	$19.73	$21.15	$19.99
11	$21.33	$20.32	$21.78	$20.57
12	$21.98	$20.94	$22.44	$21.19
13	$22.66	$21.58	$23.12	$21.83
14	$23.34	$22.23	$23.80	$22.48
15	$24.05	$22.91	$24.51	$23.17
16	$24.79	$23.61	$25.25	$23.87
17	$25.55	$24.33	$26.01	$24.58
18	$26.34	$25.06	$26.80	$25.31
19	$27.15	$25.81	$27.61	$26.07

APPENDIX B SICK LEAVE BANK

A Sick Leave Bank consists of accumulated sick leave days contributed by Educational Support Service staff members. All Educational Support Service personnel earning sick leave days are eligible to participate in the Sick Leave Bank.

The Sick Leave Bank will be funded as follows:

- Participation in the Sick Leave Bank is voluntary. After one academic year of service, a staff member is eligible to contribute one day of sick leave to the Sick Bank and to make a request for sick leave from the Sick Leave Bank.

- Each sick day donated will be commensurate with the staff member's contracted work day. For example, a staff member who works six hours a day will donate a sick day equivalent to six hours.

- Unused days in the Sick Leave Bank as of June 30th of each year will roll over to the following school year.

- If necessary, an additional sick day will be assessed whenever the total number of days in the bank is less than one fifth (1/5) the number of participating members. No more than two days per year will be assessed. For example, if 100 Educational Support Service personnel are participating in the Sick Leave Bank, each eligible staff member will contribute the appropriate number of sick leave hours to the Sick Leave Bank when the number of sick days falls below 20 days (160 hours).

Administration of the Sick Leave Bank plan will be managed by Assistant Superintendent of Human Resources and two representatives of the Educational Support Service staff.

The committee will grant days from the Sick Leave Bank based on the following:

- The Sick Leave Bank is intended to cover individuals who have experienced a catastrophic illness or accident.

- Medical reports from licensed medical doctors will be required and must be provided to receive sick leave hours from the Sick Leave Bank. These reports will be submitted to the Assistant Superintendent-Human Resources on a form developed for this purpose.

- The staff member must have an illness or accident requiring an absence of more than five consecutive work days.

- The staff member must have used all their sick days, personal days, and, if applicable, vacation days, before they are eligible to use any sick days from the Sick Leave Bank.

APPENDIX C WORKDAY CHART

GSSA Workday

Position	Paid Hours Per Day	Paid Hours Per Week	Paid Days Per Year
Special Education Assistant – GELP Full-Time	6.25	31.25	179
Special Education Assistant – GELP Part-Time	3	15	172
Special Education Assistant – Elementary Full-Time	6	30	183
Special Education Assistant – Elementary Part-Time	3	15	176
Special Education Assistant – Elementary FAST	6.5	32.5	183
Special Education Assistant – Elementary SLC	6.5	32.5	183
Special Education Assistant – Secondary	7	35	183
Kindergarten Assistant – “Full-Time”	6/5.75	29.75	183
Kindergarten Assistant – Part-Time	3	15	176
Library Assistant - Elementary	2*	10	176*
Library Assistant – Middle School	7	35	183
Library Assistant – High School Full-Time	7.5	37.5	183
Library Assistant – High School Part-Time	3	15	176

* The hours per day and days worked per year may vary slightly for this position.