

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 is desirable and necessary with all parties participating in good faith negotiations leading to the determination of matters of mutual concern defined as negotiable in Article II, Section B.

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. 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 not limited to 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 a type 75 general supervisory certificate, 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. It shall not include summer school personnel and evening school personnel.
- C. The Board agrees not to negotiate with any teachers’ organization other than the Association for the duration of this agreement.

ARTICLE II – DEFINITION OF RESPONSIBILITIES AND RIGHTS

- A. 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, but the Board agrees to participate with the Association in negotiations conducted in mutual good faith consistent with the provisions of this agreement.
- B. It is the mutual responsibility of the Board and the Association to meet at reasonable times and negotiate in good faith with respect to salaries, fringe benefits, working conditions and grievance procedure.
- C. "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.
- D. It is the mutual responsibility of the Board and the Association to 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.
- E. Professional employees shall have the right to form, join or assist professional employees' organizations, and to participate in professional negotiations with the Board through representatives of their own choosing. Professional employees shall also have the right to refrain from any or all of such activities. Article II, Section E shall not be interpreted in any way to abrogate Article I, Section A.
- F. As a duly elected body exercising governmental power under the law 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.
- G. Teachers shall be entitled to full rights of citizenship and the exercise thereof shall not be grounds for any discipline or discrimination against a teacher.
- H. The Board and Association agree that they shall not discriminate against any employee or applicant for employment by reason of race, creed, color, marital status, sex, age or national origin and that the provisions of this agreement shall not be applied in a manner, which is arbitrary, capricious or discriminatory.
- I. The Board agrees that its rules and regulations governing employees' conduct will continue to be reasonable and that enforcement of discipline will continue to be fair and for just cause.
- J. 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.

- K. The Association shall have the right to reasonable use of the district mail service and teacher mailboxes for communications to teachers.
- L. 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. The Association and its members shall have the right to use school equipment such as typewriters 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 Assistant Superintendent for Facilities and Transportation or their designee(s).
- M. 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.
- N. 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. Nothing herein shall require the central administrative staff to research and assemble information for the Association.
- O. The Association will furnish copies of all regularly and routinely prepared information as reasonably requested by the Board or its representative.
- P. 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 III – 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 IV – NEGOTIATION PROCEDURES

- A. Each party in any negotiations shall select its negotiating representatives provided that the Board shall not select a teacher as herein defined as its representative.
- B. Either party may select whomever it wishes to represent it in negotiations, except as limited in "A" above.
- C. If negotiations are requested by either party under Article II, Section B, written request must be made before April 30. Negotiations shall begin before May 15, unless both parties agree to an alternate date.
- D. During negotiations, each party shall be responsible for keeping its own minutes and records of the proceedings.
- E. When the Association and Board reach tentative agreement on Agreement matters being negotiated, these matters will be reduced to writing and shall be submitted to the membership of the Association for ratification and to the Board for official approval. Upon ratification by both parties, these matters agreed upon shall become a part of the Agreement either by incorporation into the body of the Agreement or by attachment as an appendix.
- F. If agreement is not reached on all items within 60 days of the commencement of negotiations, either party may declare an impasse has been reached and call for the selection of a mediator.

G. Mediation

A mediator shall be selected within seven days from the date on which either party declares in writing to the other that an impasse exists. If the parties cannot agree on a mediator, the mediator shall be selected as prescribed in subsections 1 and 2 below.

- 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.
- 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 findings of fact nor make public any recommended terms of settlement.

H. Fact Finding

- 1. If agreement cannot be reached through deliberations with a mediator within the prescribed time limits, a fact finder may be selected upon the expressed agreement of both the Board and the Association in the same manner as indicated above in Section G provided that the lists submitted by the AAA shall not include any person submitted as a possible mediator.
- 2. The fact finder shall, within 10 days after being selected, meet with the parties or their representatives, or both, either jointly or separately, make inquiries and investigations, hold hearings, and shall take other steps deemed appropriate by the fact finder. The Board and Association shall furnish the fact finder, upon request, all records, papers and information in their possession relating to any matter under investigation by or in issue before the fact finder.

3. If the dispute is not settled prior thereto, the fact finder shall make findings of fact and recommend terms of settlement, which recommendations shall be advisory only, within 20 days after being selected. Any findings of fact and recommended terms of settlement shall be submitted in writing to the parties.
4. Within 15 days from receipt of the written report both parties must notify the fact finder, in writing, of their decision to accept or reject the report. If the written report is not accepted, the reasons for non-acceptance must be included in the response. The responses will be added to the written report and copies will be released to the public.
5. The conclusions and recommendations of the fact finder shall not be binding upon the parties hereto unless both the Board and the Association accept and formally adopt such conclusions and recommendations.

ARTICLE V – ATTENDANT COSTS

Cost for consultants chosen by any party shall be paid by that party. The costs for the mediator or for the fact finder shall be shared equally by the Board and the Association.

ARTICLE VI – GRIEVANCE PROCEDURES

A. Definition

A grievance shall mean a complaint that there has been an alleged violation, misinterpretation or misapplication of any provisions of this Agreement.

B. Statement of Basic Principles

1. Every teacher covered by this Agreement shall have the right to present grievances in accordance with these procedures, with or without representation. Nothing contained in this article or elsewhere in this agreement shall be construed to prevent any individual teacher from discussing a problem with the administration and having it adjusted without intervention or representation of Association representatives.
2. A teacher who participates in these grievance procedures shall not be subjected to discipline or reprisal because of such participation.
3. The failure of a teacher or the Association to act on any grievance within the prescribed time limits will act as a bar to any further appeal and an administrator's failure to give a decision within the time limits shall permit the grievant to proceed to the next step. The time limits, however, may be extended by mutual agreement in writing signed by both parties.
4. Any teacher has a right to be represented in the grievance procedure. The teacher shall be present at any grievance discussion when the administration and/or the Association deems it necessary. When the presence of a teacher at a grievance hearing is requested by either party, illness or other incapacity of the teacher shall be grounds for any necessary extension of grievance procedure time limits.
5. 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.
6. Hearings and conferences under this procedure shall be conducted at a time and place which will afford a fair and reasonable opportunity for all persons, including witnesses entitled to be present, to attend and will be held, insofar as possible, after regular school hours, or during non-teaching time of personnel involved. When, at the option of the administration, such hearings and conferences are held during school hours, all employees whose presence is required shall be excused, with pay, for that purpose.
7. It is agreed that any investigation or other handling or processing of any grievance by the grieving teacher(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.
8. If the grievance procedure is used during a summer vacation period, the term "school days" shall mean the regularly scheduled business days.

C. Procedures

1. An attempt shall be made to resolve any grievance in informal discussion between complainant and their immediate superior.
2. If grievance cannot be resolved informally, the aggrieved teacher(s) shall file the grievance in writing with the principal and within five (5) school days discuss the matter with the principal. The written grievance should state the nature of the grievance, should note the specific clause or clauses of the Agreement allegedly violated, misinterpreted or misapplied, and should state the remedy requested. The filing of the grievance at the second step must be within twenty-five (25) school days from the date of the occurrence of the event giving rise to the grievance. The principal shall make such decision and communicate it in writing to the teacher(s), the

Association, and the superintendent within ten (10) school days after such written grievance is filed.

3. In the event a grievance has not been satisfactorily resolved at the second step, the aggrieved teacher(s) shall file within five (5) school days of delivery to the teacher(s) of the principal's written decision at the second step, a copy of the grievance with the superintendent. Within ten (10) school days after such written grievance is filed, the aggrieved teacher(s), representative of the aggrieved if desired by the aggrieved teacher(s), the principal and the superintendent or designee, shall meet to resolve the grievance. The superintendent, or designee, shall file a decision within five (5) school days of the third step grievance meeting and communicate it in writing to the teacher(s), the principal and the Association.
4. If the grievance cannot be settled at the third step the grievance shall be filed with the Board of Education within five (5) school days after decision is delivered to the teacher(s) and Association under Step Three. The aggrieved teacher(s), acting independently or through the Association, may present a written brief to the Board and may file a written request for an oral hearing on the grievance which will be granted at the discretion of the Board. Such brief and/or request for oral hearing is to be filed within fourteen (14) calendar days after the grievance has been filed with the Board. If granted the hearing will be conducted by the full Board or by a subcommittee of the Board, as the Board may designate, such hearing to be held within fourteen (14) calendar days after the request for an oral hearing has been filed. The Board shall make a decision on the grievance within fourteen (14) calendar days after completion of the oral hearing.
5. If the grievance is not resolved satisfactorily to the Association within five (5) days after delivery of the Board's decision to the Association, there shall be available a fifth step of impartial arbitration. The Association may submit to the Board, in writing, a request to enter into such arbitration. Within seven (7) days after the filing with the Board of the written request for arbitration, AAA will be requested both by the Board and Association to provide an Arbitrator according to current selection procedures of the AAA. The decision of the Arbitrator will be binding on both parties. 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 VII – PROCESSING APPEALS

An appeal shall mean a claim by a teacher(s) of a violation of their rights to fair treatment or a violation of any established policy or practice of the district that is not covered by the Agreement.

Proper organization of the schools requires the differentiation of tasks performed by individuals and the establishment of authority and responsibility. Each employee in the district shall be responsible to the Board through the superintendent and subordinate administrators as designated by the superintendent. Teachers shall refer matters requiring administrative decisions and initiate matters for administrative consideration to the administrator immediately responsible in the area in which the matter arises. If the matter is not resolved, the teacher(s) may submit the matter in writing for a written decision on the basis of which an appeal may be made. All teachers shall have the opportunity to appeal any decision made by an administrator to the next higher administrator and, through appropriate successive steps, to the Board. Failure of an administrator to give consideration and decision within a reasonably brief period of time shall be adequate reason to refer the problem to the next higher authority.

Where application of a policy brings dissatisfaction with the policy itself, teacher(s) may initiate a request for change or adjustment in the policy. Such a request should normally begin at the point where the policy is applied.

PROCEDURE

1. Teachers shall refer matters requiring administrative decision or consideration to the administrator immediately responsible in the area in which the matter arises.
2. If the matter is not resolved within five (5) school days to the satisfaction of the teacher(s), the teacher(s) may request Association representative(s), or other representative(s), to meet with the immediate supervisor(s) in the presence of the teacher(s) to seek a solution.
3. If, within five (5) school days, Step Two fails to resolve the matter, the teacher(s) may submit the matter in writing for a written decision from the immediate supervisor(s) on the basis of which an appeal may be made. This written decision and the reasons therefore must be given within five (5) school days of the request for it.
4. If the teacher(s) appealing is not satisfied with the decision rendered at Step Three, the teacher(s) may request Association representative(s), or other representative(s), to meet with the superintendent within ten (10) school days of a written request for such a meeting.
5. If Step Four does not lead to agreement, either party may declare dissatisfaction and appeal to the Board at a duly scheduled meeting of the Board to be held within thirty-five (35) calendar days. Either party may be represented by counsel if desired. Decision of the Board is final.

ARTICLE VIII - PROGRESSIVE DISCIPLINE

A. Definition

Progressive discipline shall be defined as oral/written warnings, letters of reprimand, suspension with pay, suspension without pay, and discharge.

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 of Education 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 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 of Education or directive of any person who has the responsibility to supervise the member of the bargaining unit.
4. Misconduct shall include any act, which occurs during the course of any 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 have the right to appeal such discipline by filing a grievance in accordance with the grievance and arbitration procedure set forth in this Agreement.
6. A teacher shall have the right to remove any material related to disciplinary action or fact finding placed in his or her personnel file after two years from the date of resolution. This includes but is not limited to written reprimands, references to suspension with or without pay and other documents relating to charges or accusations of misconduct.
7. 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. Procedures

1. Except for serious offenses where the Superintendent of Schools recommends to the Board immediate suspension or termination, the Board agrees 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. In progressive discipline cases, teachers will be afforded due process, as delineated below:
 - a. Upon a first offense, the administrator may issue an oral warning that is officially summarized in writing and submitted to the teacher, but not placed in the teacher's official file or enter a letter of reprimand in the teacher's official file. The administrator will inform the teacher within two (2) working days from the date that the administrator becomes aware of a potential offense, that a disciplinary action may be taken. 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 action. A working day is defined as a day when the District Office is open. Upon the completion of fact finding the administrator will notify the employee in writing of the results within two (2) working days.

If the administrator's fact finding process determines that the allegation has merit, the teacher will have a hearing with the administrator within two (2) working days. The administrator will initiate the hearing. After the hearing, the administrator will communicate the decision in writing within two (2) working days following the date of the hearing. A teacher may write a response to the disciplinary action to be placed in the employee file.
 - b. Upon repetition of the same or commission of a similar offense, fact finding shall follow the same procedures as the first offense. The administrator shall enter a letter of reprimand or assess a three-day suspension against the employee depending upon the action taken in relation to the first offense. A teacher may write a response to the disciplinary action to be placed in the employee file.
 - c. Subsequent repetition of the same offense may result in additional written reprimands, suspensions with or without pay, or discharge, whichever the Board considers appropriate under the circumstances.
2. When an administrator calls for a meeting with a teacher, which might lead directly to dismissal, a disciplinary hearing or possible disciplinary action against the teacher, the following provisions shall apply:
 - a. The teacher shall be informed twenty-four hours (24) in advance, in writing, as to the purpose of the conference.
 - b. The teacher has the right to be accompanied by a GEA representative or someone else of their choice at the conference.
 - c. 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.
 - d. Except in circumstances warranting immediate action (included 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.

- e. 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...
- f. In no instance shall disciplinary action be taken against a teacher later than 30 days after the conduct giving rise to the action. When disciplinary action stems from a series of unremediated instances on the part of the teacher, in no event shall, notification be later than 30 days after observation of the last instance.

ARTICLE IX – 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 rate established by the Internal Revenue Service on January 1 prior to the beginning of the school year (\$.445 per mile for 2006) or for air coach fare. 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 Aurora, Illinois established annually by the Federal General Services Administration (<http://www.gsa.gov>) on January 1 prior to the beginning of the school year \$44.00 per day for 2006-07). 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% \$8.80, \$12.20 and \$22.00 respectfully for 2006-07).
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 10 hours of meeting time on an annual basis (not including meetings referenced in Article IX, U.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-Human Resources using the pre-approval process for graduate coursework.

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 superintendent's designee.

3. Teachers will not be advanced horizontally on the salary schedule for credits earned to remove deficiencies for Illinois certification.
4. Tenured teachers receiving an "unsatisfactory" on the required performance rating will be held at the previous year's step and lane position during remediation but after remediation will advance two steps and any applicable lanes.

5. Teachers will receive reimbursement for college credit courses in accord with the following procedures:
 - a. The Board of Education will make available an amount not to exceed \$160,000 for the 2006/07 school year; and not to exceed \$165,000 for the 2007/08 school year and not to exceed \$170,000 for the 2008/09 school year.
 - b. In order to receive tuition reimbursement for graduate level coursework leading to an advance degree or for individual graduate level courses, approval must be obtained from the Assistant Superintendent-Human Resources. 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. In order to receive reimbursement for an individual course not part of a degree program, the course must bear a relationship to the teacher's instructional assignment.
 - c. Requests for tuition reimbursement from the school district will be approved in the order in which they are submitted to the principals.
 - d. Tenured teachers will be eligible for participation in the tuition reimbursement program for a maximum of fifteen (15) semester hours per year for coursework taken in the fall, winter, spring and summer.
 - e. Non-tenured teachers will be eligible for participation in the tuition reimbursement program for a maximum of nine (9) semester hours each summer of their probationary status years (years one to four).
 - f. Teachers employed on a part-time basis are entitled to participate in the tuition reimbursement program on a pro rata basis.
 - g. Any teacher leaving the employment of the school district in the two years following participation in the school district's tuition reimbursement program will be required to reimburse the school district for 100% of any tuition reimbursement received for coursework commencing after August 15th in their final two years of employment. Any teacher earning a doctoral degree who leaves the employment of the school district in the three years following participation in the school district's tuition reimbursement program will be required to reimburse the school district for 100% of any tuition reimbursement received for coursework commencing after August 15th in their final three years of employment. Any tuition reimbursement money returned to the school district will be made available to other teachers participating in the tuition reimbursement in the school year that the money is received. If the school district reduces the level of employment and the teacher subsequently separates from the school district, the teacher is not responsible for reimbursement of tuition payments.
 - h. Reimbursement Levels:
 - 1) For District requested course work or course work where the teacher and the administrators mutually agree the work will benefit the district (Reimbursement will not be applied the overall tuition reimbursement cap [Article VII, Section B, Subsection 5A]:
100% of tuition & required fees (excluding books, materials, equipment, discretionary expenses, travel costs, and costs for accommodations, etc.).
 - 2) For course work taken by teachers who are admitted to an approved post baccalaureate degree program, not including those programs leading to a degree in administration and/or school leadership:

75% of tuition (excluding fees, books, materials, equipment, travel costs, and costs for accommodations) For tenured teachers, the maximum reimbursement amount in any one year is \$500 per semester hour up to a maximum of 15 hours per year. For non-tenured teachers, the maximum reimbursement amount in any one year is \$500 per semester hour up to a maximum of 9 hours each summer.

- 3) For course work taken by teachers who are admitted to an approved post baccalaureate degree program in administration and/or school leadership and all other approved graduate course work taken by teachers:

50% of tuition (excluding fees, books, materials, equipment, travel costs, and costs for accommodations) For tenured teachers, the maximum reimbursement amount in any one year is \$500 per semester hour up to a maximum of 15 hours per year. For non-tenured teachers, the maximum reimbursement amount in any one year is \$500 per semester hour up to a maximum of 9 hours each summer.

- 4) For course work taken by teachers who have completed two approved post baccalaureate degree programs and qualify to be in Lane 9 on the teacher salary schedule:

25% of tuition (excluding fees, books, materials, equipment, travel costs, and costs for accommodations). For tenured teachers, the maximum reimbursement amount in any one year is \$500 per semester hour up to a maximum of 15 hours per year. For non-tenured teachers, the maximum reimbursement amount in any one year is \$500 per semester hour up to a maximum of 9 hours per each summer.

6. Teachers who attend professional conferences or take graduate courses that are partially or fully subsidized or reimbursed by the District 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 hour in length and preparation time should be limited to approximately one 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 each semester. 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 \$30 per hour. 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 \$15.00 for a class period of thirty (30) minutes or less and \$30 for a class period of thirty-one (31) to sixty (60) minutes.

Compensation of substitutes shall not include absences caused by regularly scheduled school events. Teachers may substitute without compensation for absences caused by regularly scheduled school events by mutual agreement of teachers involved and the building principal.

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. The President of the Association or designee will have aggregate release time of up to .8 FTE of his or her regular work load. 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 superintendent 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 superintendent will also inform each teacher of that teacher's status in accrued sick leave during the summer.

When it becomes necessary to change these assignments, the principal or, in the principal's absence, the superintendent, will consult with any teacher involved.

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.

All benefits to teachers, unless otherwise specified in the contract, will be pro rated on the basis of the full time equivalency of the employees 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 answer, any material placed in the teacher's official personnel file. The teacher's answer 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. Teachers' Salaries

The appropriate salary schedule for each year of this agreement is attached to and part of this contract along with the schedule of indexes. Teachers employed prior to November 1st in any academic year will qualify for step advancement for the subsequent year.

Teachers whose salary placement is at the maximum step in their respective lane on the salary schedule shall receive an annual longevity stipend for each subsequent year of this agreement. The longevity stipend shall be 1.5% of the maximum salary in their salary schedule lane and shall compound for each year of the agreement.

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.

I. Payment Schedule for Out-of-Class Responsibilities

The appropriate Payment Schedule for Out-of-Class Responsibilities for each year of this agreement is attached.

The index of the attached schedule is applied to the base of the salary schedule for each year of the agreement.

When an extra-class responsibility is eliminated and not performed for budget considerations, reduction of student participation, lack of qualified staff, or any other reason, such elimination shall not be considered an alteration to a responsibility that is not eliminated.

J. Payroll Conveniences

1. Salaries shall be paid in twelve (12) calendar months on a semimonthly basis. The administration shall publish a list of pay dates for each pay year before the opening of each school year.
2. Direct Deposit, Credit Union Deduction, and Annuities. Effective November 1, 2004, 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.
3. Teachers who wish to authorize a fixed semimonthly amount to be deducted throughout the year for credit union savings, or wish to designate an annuity to receive a fixed payment amount may do so annually. Notification of such payment intent will be made in writing and shall be submitted quarterly on the following dates: October 1, January 1, April 1, and July 1.
4. Any teacher desiring payment in full for services rendered through the last day of school may request it but must make such request by May 1. Final decision remains with the superintendent.
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-monthly 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.

The district shall remit the required percentage of the total teacher's compensation as determined from the salary schedule and the schedule for out-of-class responsibilities to the Illinois Teachers' Retirement System and reduce the teacher's compensation by the amount of the remittance. This required "pick-up" amount, although designated as employee contributions to the Retirement System, shall be paid by the district in lieu of contributions by the teacher.

Should any additional obligation for retirement contribution result from the district's assumption of the teacher's contribution; it shall be paid by the teacher.

Any possible future costs resulting from decisions that may be made by the Internal Revenue Service or the Illinois Teachers' Retirement System 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 district's payment of Teachers' Retirement contributions.

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

K. Leave for Personal Reasons

Non-tenured teachers may request leave for paid absence of not more than two days per year for personal reasons. Tenured teachers may request leave for paid absence of not more than three days per year for personal reasons. After nine years of continuous service, teachers may request leave for paid absence of not more than four days per year for personal reasons.

When conditions permit, the application must be in writing and two days in advance of absence. Teachers are expected to limit requests to real emergencies and personal occasions beyond the trivial. Request forms shall be designed so that a teacher requesting leave certifies that his/her request is for a purpose as described in the policy and need not detail the specific reason. However, any personal days requested in the month of May and June must include the specific reason for the request.

Absence for personal matters may not be approved for more than two consecutive days, adjacent to holidays or vacations with out loss of pay, except where the reason is clearly of an emergency or unique nature and submitted for administrative review and approval.

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

L. Transfer and Dismissal of Teachers

When fluctuating enrollment leads to a decision that a teaching assignment will be discontinued, an affected teacher shall be entitled to all the rights provided by the Illinois School Code and will be notified of the decision as early as possible.

When a vacancy occurs within the district, the superintendent 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 within the time limit specified in the notice, and the superintendent 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 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 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.

When discontinued assignments decrease the number of teachers in contractual continued service employed, teachers among those legally qualified to hold the position shall be dismissed in the order of least service in District 304, with the exceptions as stated below:

1. In considering order of dismissal among those legally qualified, the Board may retain teachers with less service in the district who are serving as department heads at the time the Notices of Honorable Dismissal are issued. There shall be no restriction on the admission to nominate, or the Board to appoint, any department head; however, the Board shall not use appointments as

department heads merely to circumvent seniority standing. All time accrued as a department head shall be credited towards the teacher's seniority.

2. Seniority List

- a. For the purpose of establishing seniority, the hire date 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 his/her contract or the date that the Board of Education signed the contract, or the first day of service, whichever date is earliest.
- b. For the purpose of establishing seniority, when a teacher holds valid certification in one or more areas, his/her seniority shall accrue in each area.
- c. Full and part-time teachers will be treated uniformly. That is, the seniority list will represent the most recent hire date with the school district, whether full or part-time.
- d. A teacher on leave will continue his/her participation on the seniority list as continuing service.
- e. Teachers who are removed or dismissed but then rehired within 15 months will retain their seniority and hire date from the previous most recent period of employment with the district.
- f. Beginning January 1, 2005, and retroactive to January 1, 2001, the school district will maintain five dates that will become part of the seniority list.
 - 1) The hire date as defined in Section 2a.
 - 2) The first day of service to the school district as represented on the annual school district calendar.
 - 3) The date the teacher signed the contract.
 - 4) The date the Board of Education signed the contract.
 - 5) The date the teacher achieved tenure.
- g. In the event that two or more tenured teachers possess the same length of continuing service, seniority shall be computed in the order of maintained dates as stated in the following list.
 - 1) The hire date of the most recent continuing service as defined in section 2a.
 - 2) The date the teacher achieved tenure.
 - 3) In the event of a tie, the last four digits of the teacher's social security number will be used to determine seniority. The teacher possessing the lower number will be granted seniority over the teacher possessing the higher number. (0000 is low, 9999 is high. Thus 1982 will be retained over 2003.)
 - 4) Any remaining ties will be broken by a toss of a coin or lot.
- h. The school district will provide the Association a copy of the seniority list by February 1st of each school year. A teacher wishing to appeal his/her placement on the seniority list must contact the Assistant Superintendent-Human Resources by March 15th.

M. Retirement Programs

Teachers with fifteen (15) or more complete years of Geneva teaching service at the time of retirement and who are eligible for a retirement annuity from the Teacher’s Retirement System of the State of Illinois within six months of the last day worked for the District will be eligible to participate in one of two retirement programs. In order to participate in either program, the teacher must, by February 15 two full calendar years prior to the last day of employment, declare in writing his or her intention to retire and tender a letter of resignation to the Board of Education.

The teacher will have the right to choose which retirement program he or she will participate in and shall make that election at the time that written notification is given to the District, at which time the teacher’s election will become irrevocable.

Teachers may rescind their written declaration of intent to retire and letter of resignation should they experience a major life-changing event as defined by the Consolidated Omnibus Budget Reconciliation Act (COBRA) (1986); provided, however, that such rescission shall be conditioned upon timely return to the District of any previously received salary supplements in a mutually acceptable and timely manner.

Retirement Programs

1. For those retiring teachers who opt to retire under the Illinois Teachers’ Retirement System (TRS) Early Retirement Option (ERO):

The District shall pay a portion of the teacher’s one-time, lump-sum ERO contribution to TRS required to avoid a discounted annuity according to the TRS rules & regulations and the following schedule:

Number of Years Deficient – TRS Creditable Years of Service (34 years) or Under the age of 60	Percent of Teacher’s Contribution Paid By District
Less than two (2) years	0%
Two (2) but less than three (3)	50%
Three (3) or more	100%

2. For those retiring teachers who do not opt for, or do not qualify, for the ERO:
 - a. The teachers’ final year of salary will increase by 6%. The 6% is based on the teachers’ prior year placement on the salary schedule.
 - b. For a teacher to maximize the post-employment insurance benefit levels identified below, the four years of creditable income used to determine the teacher’s retirement annuity cannot exceed 6% per year. If any of the four years used to determine the teacher’s retirement annuity exceed 6% the District will be assessed a penalty. If the District is assessed a penalty, the value of the post-employment insurance benefit will be reduced by amount of the penalty.

- c. In addition a percent of retiring teacher's final year's salary will be paid to the Teachers Retirement Insurance Program (TRIP) or an alternative insurance program to offset the cost of health insurance.
- d. In the event of a retired teacher's death, any balance of the payment may be used by a surviving spouse or qualified dependent as defined by TRS for health insurance purposes.

Complete Years of Geneva Service	Percent of Final Year Salary Paid to Offset the Cost of Health Insurance
Fifteen (15), but less than twenty (20)	10%
Twenty (20), but less than twenty-five (25)	15%
Twenty-five (25) or more	20%

The date of declaration for a retirement date of June 30, 2007 is on or before February 15, 2005.

The date of declaration for a retirement date of June 30, 2008 is on or before February 15, 2006.

The date of declaration for a retirement date of June 30, 2009, is on or before February 15, 2007.

The date of declaration for a retirement date of June 30, 2010, is on or before February 15, 2008.

The date of declaration for a retirement date of June 30, 2011, is on or before February 15, 2009.

N. Insurance

1. The district will offer the following insurance benefits through the term of this agreement:
 - a. Single Coverage: Health/Medical coverage with a \$1,500 out-of-pocket limit, a deductible of \$400, and \$5,000,000 major medical maximum.
 - b. Dependent (family) Coverage: Health/Medical coverage with a \$4,500 out-of-pocket limit, a deductible of \$800, and a \$5,000,000 major medical maximum.
 - c. Dental coverage with a \$1,500 benefit period maximum per individual and a \$50 deductible.

The following schedule represents the percentage of premium costs which will be paid by the district on behalf of the teacher should insurance coverage be requested for the 2006/07, 2007/08 and-2008/09 school years:

Single Coverage:	100% Health/Medical 100% Dental
Family Coverage:	60% Health/Medical 50% Dental

2. 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.
- 3 Teachers electing not to participate in the health/medical/dental benefit program offered by the district may be reimbursed for costs incurred for physical examinations, wellness program screenings, vision/eye care, and prescription expenses not covered by another insurance plan. Such reimbursement will be limited to an amount not to exceed \$400 per year and is available for an eligible spouse, all dependent children, and other dependents as defined by the school district family insurance plan.
- 4 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.

O. Student Grievance Procedure

Any complaints by a student, or parents of a student, directed toward a teacher shall be channeled in the manner designated in Board Policy #5138.

P. Pupil Discipline

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.

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.

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.

Q. Sick Leave

Each teacher will receive sick leave benefits to the maximum of 10 days per year at full pay. Sick days may be used for personal illness, or illness or death in the household of the teacher's residence or in the immediate family. 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.

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.

R. 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 #4149, #4150, #4151, and #4158. A brief summary of application procedures for Unpaid Leave and Family and Medical Leave is provided below.

1. Unpaid Leave - Full Leave

- 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. 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, a teacher must schedule a meeting with the Assistant Superintendent-Human Resources to review the policy and procedural requirements and salary/benefit implications of the leave.

- c. Following Board of Education 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-Human Resources will notify the teacher in writing of the final disposition of the leave request.
 - d. A teacher on a full year 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.
 - e. A teacher returning from a full year leave of absence will be notified on or about June 1 regarding the specific teaching assignment for the following academic year.
2. Unpaid Leave - Partial Leave
- 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-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-Human Resources to review the policy and procedural requirements and salary/benefit implications of the leave.
 - c. If a request by a teacher for a partial leave is denied, the Assistant Superintendent-Human Resources will provide the applicant with a letter stating the reasons for the denial.
3. Family and Medical Leave
- a. The Family and Medical Leave Act entitles employees up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons.
 - b. A teacher requesting a Family and Medical Leave (FMLA) must submit the request in writing to the Assistant Superintendent-Human Resources at least 30 days before the start of the leave when the need is foreseeable. To be eligible for a FMLA leave a teacher must have worked for the district at least a total of twelve months or have worked at least 1,250 hours over the prior twelve (12) months.
 - c. Prior to submitting the leave request, the teacher must schedule a meeting with the Assistant Superintendent-Human Resources to review the policy and procedural requirements and salary/benefit implications of the leave.
 - d. Following receipt of a FMLA request, the Assistant Superintendent-Human Resources will notify the teacher in writing of the final disposition of the leave request. If a request by a teacher for a leave of absence is denied, the Assistant Superintendent-Human Resources will provide the applicant with a letter stating the reasons for the denial.

S. Services to be Made Available for Serving Special Education Students

As a result of these negotiations the following provisions are available to elementary schools throughout the term of this contract.

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. The School District will adopt and maintain a job description that will increase the standards for the employment of such personnel. The input of the classroom teacher and other appropriate certified staff will be solicited 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 one-on-one assistant are entitled to the following:

Pre Academic Year Instructional Planning Time

Each classroom teacher, resource teacher, and other appropriate student services personnel and the special education one-on-one assistant will be provided with a maximum of 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. Special education one-on-one assistants will be compensated at their applicable per hour employment rate.

Academic Year Instructional Planning Time Curriculum Modification Time

At least one 30-minute period per week of curriculum modification time between the classroom teacher, resource teacher, and student services personnel (as appropriate) and the special education one-on-one assistant will be provided.

Special Education One-On-One 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 one-on-one assistant and the resource or classroom teacher. Provision of such a special education assistant is expected to result in at least 30 minutes common planning time per week for the special education one-on-one assistant and the classroom teacher and the resource teacher.

Resource FTE Formula – SEE APPENDIX A

T. Class Size

The Board of Education of Geneva Community Unit School District 304 and the Geneva Education Association will work cooperatively to develop pupil-teacher ratios that promote learning and are possible within the limitations of facilities, finances and other considerations.

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 twenty-five students per teacher.

Individual conditions (provision of assistants), available student work stations, and the unique nature of particular programs may make more or fewer students appropriate. However, should the teacher believe that the pupil-teacher ratio in his/her classroom is not appropriate, the teacher should state that concern to the building principal for consideration and/or resolution. Should an acceptable resolution not be found at the building level, the principal will present the concern to the Superintendent for resolution. In addition, at the elementary level, when a class size in grades K-2 reaches 26 students, and in grade levels 3-5 reaches 28 students, the principal will review with the teachers and other related staff, the need for additional classroom support. The summary of that review will be forwarded to the Superintendent. An effort shall be made to balance class size within grade levels. If, at the elementary level, a teacher's individual class exceeds 29 students, the teacher will receive additional support from a teacher assistant for at least two and one half hours per day exclusive of any existing special education assistants.

U. Work Day/Work Schedule

1. Professional Work Day

Every teacher must work an eight-hour day, which includes a duty free lunch. Tenured teachers must be present during core hours, which are fifteen minutes before and fifteen 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.

Non-tenured teachers will be expected to adhere to the following standard teacher workday:

Standard Teacher Work Day*

Elementary teacher: 7:45-3:45

Middle School teacher: 8:00-4:00

High School teacher: 7:30-3:30

*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).

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 Work Day if notice is given at least one week in advance.

2. Teacher Contact Time

Teaching positions vary in regard to schedules and job descriptions. However, in an attempt to maintain reasonable equity among positions, student contact time (including supervision duties, but excluding individual student support) will be no less than 1380 minutes per week and no more than 1550 minutes per week for elementary teachers. Full-time middle school teachers will be assigned to five (5) instructional periods and one (1) supervisory period, except for band, orchestra and choir teachers, who will be assigned to six (6) instructional periods. Full-time high school teachers will be assigned to five (5) instructional periods.

For itinerant teachers, travel time shall be counted as contact time.

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 is expected to be maintained between the limits specified above.

3. Teacher Planning Time

Included in the standard teacher work day will be time assigned for student contact and also time for faculty meetings, lesson planning, paperwork, parent meetings, student meetings, rotating before and after school duties, lunch, etc. At the elementary level, whenever practical in a building or department, the administration will attempt to schedule non-contact planning time within the student day so that it is equalized on a day to day basis.

4. Supervision

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.

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.

V. **Overload Teaching Assignments**

Neither the District nor the Geneva Education 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 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 GEA agree, an employee will only be eligible to accept an overload assignment once every 5 years.
5. Teachers who have release time for other duties will generally not be eligible to accept an overload assignment.
6. When a teacher accepts an overload assignment all benefits will continue to be assigned based upon a 1.0 full time equivalent teaching assignment.

W. 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:

Informal Procedures:

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

Formal Procedures:

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

A representative(s) of the GEA 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.

ARTICLE X - DURATION OF AGREEMENT

This Agreement shall be effective until and through August 15, 2009, and shall remain in effect from year to year thereafter unless either party gives written notice to the other party of its desire to amend this Agreement.

ARTICLE XI – ACCEPTANCE

This Agreement is adopted this 29th day of July 2006.

In witness thereof:

**For the Geneva
Education Association**

**For the Board of Education of
Community Unit School District 304**

PRESIDENT

PRESIDENT

SECRETARY

SECRETARY

2006-07 Salary Schedule

	BA L1	BA +8 L2	BA +16 L3	BA +24 L4	MA L5	MA +15 L6	MA +30 L7	MA +45 L8	DMA L9
S1	\$35,616	\$36,527	\$37,462	\$38,420	\$41,445	\$43,592	\$45,851	\$48,226	\$50,725
S2	\$36,527	\$37,462	\$38,420	\$39,403	\$42,505	\$44,707	\$47,024	\$49,460	\$52,023
S3	\$37,462	\$38,420	\$39,403	\$40,411	\$43,592	\$45,851	\$48,226	\$50,725	\$53,354
S4	\$38,420	\$39,403	\$40,411	\$41,445	\$44,707	\$47,024	\$49,460	\$52,023	\$54,718
S5	\$39,403	\$40,411	\$41,445	\$42,505	\$45,851	\$48,226	\$50,725	\$53,354	\$56,118
S6	\$40,411	\$41,445	\$42,505	\$43,592	\$47,024	\$49,460	\$52,023	\$54,718	\$57,554
S7	\$41,445	\$42,505	\$43,592	\$44,707	\$48,226	\$50,725	\$53,354	\$56,118	\$59,026
S8	\$42,505	\$43,592	\$44,707	\$45,851	\$49,460	\$52,023	\$54,718	\$57,554	\$60,536
S9	\$43,592	\$44,707	\$45,851	\$47,024	\$50,725	\$53,354	\$56,118	\$59,026	\$62,084
S10	\$44,707	\$45,851	\$47,024	\$48,226	\$52,023	\$54,718	\$57,554	\$60,536	\$63,672
S11	\$45,851	\$47,024	\$48,226	\$49,460	\$53,354	\$56,118	\$59,026	\$62,084	\$65,301
S12	\$47,024	\$48,226	\$49,460	\$50,725	\$54,718	\$57,554	\$60,536	\$63,672	\$66,972
S13	\$48,226	\$49,460	\$50,725	\$52,023	\$56,118	\$59,026	\$62,084	\$65,301	\$68,685
S14	\$49,460	\$50,725	\$52,023	\$53,354	\$57,554	\$60,536	\$63,672	\$66,972	\$70,442
S15	\$50,725	\$52,023	\$53,354	\$54,718	\$59,026	\$62,084	\$65,301	\$68,685	\$72,244
S16	\$52,023	\$53,354	\$54,718	\$56,118	\$60,536	\$63,672	\$66,972	\$70,442	\$74,092
S17	\$53,354	\$54,718	\$56,118	\$57,554	\$62,084	\$65,301	\$68,685	\$72,244	\$75,987
S18		\$56,118	\$57,554	\$59,026	\$63,672	\$66,972	\$70,442	\$74,092	\$77,931
S19		\$57,554	\$59,026	\$60,536	\$65,301	\$68,685	\$72,244	\$75,987	\$79,924
S20		\$59,026	\$60,536	\$62,084	\$66,972	\$70,442	\$74,092	\$77,931	\$81,969
S21				\$63,672	\$68,685	\$72,244	\$75,987	\$79,924	\$84,066
S22					\$70,442	\$74,092	\$77,931	\$81,969	\$86,216
S23					\$72,244	\$75,987	\$79,924	\$84,066	\$88,421
S24					\$74,092	\$77,931	\$81,969	\$86,216	\$90,683
S25					\$75,987	\$79,924	\$84,066	\$88,421	\$93,003

2007-08 Salary Schedule

	BA L1	BA +8 L2	BA +16 L3	BA +24 L4	MA L5	MA +15 L6	MA +30 L7	MA +45 L8	DMA L9
S1	\$37,255	\$38,184	\$39,137	\$40,114	\$43,192	\$45,375	\$47,668	\$50,076	\$52,607
S2	\$38,184	\$39,137	\$40,114	\$41,115	\$44,270	\$46,507	\$48,857	\$51,326	\$53,920
S3	\$39,137	\$40,114	\$41,115	\$42,141	\$45,375	\$47,668	\$50,076	\$52,607	\$55,265
S4	\$40,114	\$41,115	\$42,141	\$43,192	\$46,507	\$48,857	\$51,326	\$53,920	\$56,644
S5	\$41,115	\$42,141	\$43,192	\$44,270	\$47,668	\$50,076	\$52,607	\$55,265	\$58,058
S6	\$42,141	\$43,192	\$44,270	\$45,375	\$48,857	\$51,326	\$53,920	\$56,644	\$59,506
S7	\$43,192	\$44,270	\$45,375	\$46,507	\$50,076	\$52,607	\$55,265	\$58,058	\$60,991
S8	\$44,270	\$45,375	\$46,507	\$47,668	\$51,326	\$53,920	\$56,644	\$59,506	\$62,513
S9	\$45,375	\$46,507	\$47,668	\$48,857	\$52,607	\$55,265	\$58,058	\$60,991	\$64,073
S10	\$46,507	\$47,668	\$48,857	\$50,076	\$53,920	\$56,644	\$59,506	\$62,513	\$65,672
S11	\$47,668	\$48,857	\$50,076	\$51,326	\$55,265	\$58,058	\$60,991	\$64,073	\$67,311
S12	\$48,857	\$50,076	\$51,326	\$52,607	\$56,644	\$59,506	\$62,513	\$65,672	\$68,991
S13	\$50,076	\$51,326	\$52,607	\$53,920	\$58,058	\$60,991	\$64,073	\$67,311	\$70,712
S14	\$51,326	\$52,607	\$53,920	\$55,265	\$59,506	\$62,513	\$65,672	\$68,991	\$72,477
S15	\$52,607	\$53,920	\$55,265	\$56,644	\$60,991	\$64,073	\$67,311	\$70,712	\$74,285
S16	\$53,920	\$55,265	\$56,644	\$58,058	\$62,513	\$65,672	\$68,991	\$72,477	\$76,139
S17	\$55,265	\$56,644	\$58,058	\$59,506	\$64,073	\$67,311	\$70,712	\$74,285	\$78,039
S18		\$58,058	\$59,506	\$60,991	\$65,672	\$68,991	\$72,477	\$76,139	\$79,987
S19		\$59,506	\$60,991	\$62,513	\$67,311	\$70,712	\$74,285	\$78,039	\$81,983
S20		\$60,991	\$62,513	\$64,073	\$68,991	\$72,477	\$76,139	\$79,987	\$84,028
S21				\$65,672	\$70,712	\$74,285	\$78,039	\$81,983	\$86,125
S22					\$72,477	\$76,139	\$79,987	\$84,028	\$88,274
S23					\$74,285	\$78,039	\$81,983	\$86,125	\$90,477
S24					\$76,139	\$79,987	\$84,028	\$88,274	\$92,735
S25					\$78,039	\$81,983	\$86,125	\$90,477	\$95,049

2008-09 Salary Schedule

	BA L1	BA +8 L2	BA +16 L3	BA +24 L4	MA L5	MA +15 L6	MA +30 L7	MA +45 L8	DMA L9
S1	\$38,968	\$39,916	\$40,887	\$41,882	\$45,014	\$47,231	\$49,557	\$51,997	\$54,558
S2	\$39,916	\$40,887	\$41,882	\$42,901	\$46,109	\$48,380	\$50,762	\$53,262	\$55,885
S3	\$40,887	\$41,882	\$42,901	\$43,945	\$47,231	\$49,557	\$51,997	\$54,558	\$57,245
S4	\$41,882	\$42,901	\$43,945	\$45,014	\$48,380	\$50,762	\$53,262	\$55,885	\$58,638
S5	\$42,901	\$43,945	\$45,014	\$46,109	\$49,557	\$51,997	\$54,558	\$57,245	\$60,064
S6	\$43,945	\$45,014	\$46,109	\$47,231	\$50,762	\$53,262	\$55,885	\$58,638	\$61,526
S7	\$45,014	\$46,109	\$47,231	\$48,380	\$51,997	\$54,558	\$57,245	\$60,064	\$63,022
S8	\$46,109	\$47,231	\$48,380	\$49,557	\$53,262	\$55,885	\$58,638	\$61,526	\$64,556
S9	\$47,231	\$48,380	\$49,557	\$50,762	\$54,558	\$57,245	\$60,064	\$63,022	\$66,126
S10	\$48,380	\$49,557	\$50,762	\$51,997	\$55,885	\$58,638	\$61,526	\$64,556	\$67,735
S11	\$49,557	\$50,762	\$51,997	\$53,262	\$57,245	\$60,064	\$63,022	\$66,126	\$69,383
S12	\$50,762	\$51,997	\$53,262	\$54,558	\$58,638	\$61,526	\$64,556	\$67,735	\$71,071
S13	\$51,997	\$53,262	\$54,558	\$55,885	\$60,064	\$63,022	\$66,126	\$69,383	\$72,800
S14	\$53,262	\$54,558	\$55,885	\$57,245	\$61,526	\$64,556	\$67,735	\$71,071	\$74,571
S15	\$54,558	\$55,885	\$57,245	\$58,638	\$63,022	\$66,126	\$69,383	\$72,800	\$76,385
S16	\$55,885	\$57,245	\$58,638	\$60,064	\$64,556	\$67,735	\$71,071	\$74,571	\$78,243
S17	\$57,245	\$58,638	\$60,064	\$61,526	\$66,126	\$69,383	\$72,800	\$76,385	\$80,147
S18		\$60,064	\$61,526	\$63,022	\$67,735	\$71,071	\$74,571	\$78,243	\$82,097
S19		\$61,526	\$63,022	\$64,556	\$69,383	\$72,800	\$76,385	\$80,147	\$84,094
S20		\$63,022	\$64,556	\$66,126	\$71,071	\$74,571	\$78,243	\$82,097	\$86,140
S21				\$67,735	\$72,800	\$76,385	\$80,147	\$84,094	\$88,235
S22					\$74,571	\$78,243	\$82,097	\$86,140	\$90,382
S23					\$76,385	\$80,147	\$84,094	\$88,235	\$92,581
S24					\$78,243	\$82,097	\$86,140	\$90,382	\$94,833
S25					\$80,147	\$84,094	\$88,235	\$92,581	\$97,140

Payment 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

Index is % of Beginning Teacher Salary (Step 1; Lane 1)

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 3 on the payment schedule. A teacher with seven (7) years of experience would be credited with 3.5 years (rounded up to 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 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 he/assumes the responsibility of coaching the boys' varsity baseball team

4. Compensation for an out-of-class responsibility will begin with the first paycheck in September of each school year (assuming the stipend contract is properly signed and received in the Office of Human Resources by September 1 of each school year) and will be spread over 24 pay periods.

5. A list of approved out-of-class responsibilities is available from your building principal or GEA building representative.

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 GEA building representatives 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 (percentage of the base salary in that school year) of the out-of-class responsibility.
3. A stipend contract for each out-of-class responsibility (except committee stipend contracts) is issued to a teacher by June 1 of each school year. Stipend contracts, properly signed, are to be returned to the building principal (or designee) by the last day of school each year. Stipend contracts are then forwarded to the Office of Human Resources by July 1.
4. Compensation for an out-of-class responsibility will begin with the first paycheck in September of each school year (assuming the stipend contract is properly signed and received in the Office of Human Resources by September 1) and will be spread over 24 pay periods.
5. 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. Committee stipend contracts, properly signed, are to be returned to the Office of Human Resources. 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.
6. A teacher requesting a change in an out-of-class responsibility shall submit a written request, using the proper out-of-class responsibility stipend change form, to his/her GEA building representative by January 15 of each school year. A job description for the out-of-class responsibility shall be submitted with the stipend change form. The GEA building representative and the building principal (or designee) will meet by February 15 to discuss each stipend change request, including those initiated by a building administrator. The building administrator and the GEA 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.
7. The building principal (or designee) will forward a recommendation of approval or disapproval to the Assistant Superintendent-Business and Assistant Superintendent--Human Resources-by April 1. The Assistant Superintendent-Business and the Assistant Superintendent--Human Resources will review the principal's recommendations and take final action on each modification request by May 15.
8. An annual amount allocated for stipend changes has been established in this agreement. The creation of new stipends is a budgetary issue and is not related to the annual amount allocated for stipend changes or guidelines for stipend review. Prior to taking final action regarding stipend modification requests, the Superintendent of Schools will notify the GEA President of the priority rank of stipend modifications. The annual allocation will roll over from year to year, but the Superintendent may exceed the allocation through other budget allocations approved by the Board of Education. If the number of stipends approved for change exceeds the amount of resources available, unfunded requests will be required to reapply for consideration in a subsequent year. For a more detailed description of the process for modifying an out-of-class responsibility, see the guidelines governing stipend changes (beginning on the next page).
9. 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.

10. A teacher intending to resign his/her out-of-class responsibility should notify his/her building principal by March 15 of each school year.
11. 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.

District Level Committee Stipend Guidelines

1. There are two levels of compensation that may apply to teacher committee work.
2. A **Level 1** committee will meet a minimum of five (5) times for at least 10 hours. The stipend rate for a **Level 1** committee will be .020 of the base (Step 1, Lane 1) teacher salary. Committee chairpersons will receive an additional .01 rate in compensation for the added responsibility.
3. A **Level 2** committee will meet a minimum of 10 times for at least 20 hours. The stipend rate for a **Level 2** committee will be .030 of the base (Step 1, Lane 1) teacher salary. Committee chairpersons will receive an additional .015 rate in compensation for the added responsibility.
4. Committees that do not qualify for Level 1 will not be compensated.
5. 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 ½. 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.
6. It is the responsibility of the committee chairperson 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-Curriculum and Instruction to monitor the attendance of all committee members and to reduce or cancel committee compensation if attendance expectations are not met.
7. It is also the responsibility of the committee chairperson to review compensation guidelines at the first committee meeting to ensure that all committee members understand the number and length of committee meetings.
8. 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 his/her 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.
9. 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 3 years.
10. 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.

Stipend Change Guidelines

1. A teacher requesting a stipend change must complete the attached form and submit it to his/her GEA building representative by January 15 of each school year. An elementary teacher requesting a change in an out-of-class responsibility should complete the attached document in consultation with those who hold the same position at other elementary schools prior to January 15. The GEA 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 GEA 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 GEA building representative and the building principal (or designee).
3. The role of the GEA 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 GEA 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-Human Resources by April 1. A copy of these recommendations will be provided to the GEA 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 GEA 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 GEA 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 GEA 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 Education of Community Unit School District 304 (Article VII – Processing Appeals).
9. Special modifications in compensation for an out-of-class responsibility may be granted at the discretion of the Superintendent of Schools (or designee).

Additional Agreement Outside Of Contract

Evaluation

The Board of Education will modify the current evaluation policy to include:

1. A pre-evaluation conference must be held with any teacher new to the district prior to the first formal observation.
2. No formal observations will be made the day immediately prior to the following vacation periods: Thanksgiving, Christmas, Spring Break, nor in the first five (5) days of a school year.
3. A teacher may request a third observation any time prior to the conference.
4. The evaluation conference must be held within ten (10) days of the final observation.
5. Each teacher in the goal-setting phase of their evaluation cycle will receive a written copy of the goal-setting report prior to November 1 of the current school year.
6. The two (2) required observations for tenured teachers and the four (4) observations for non-tenured teachers will be concluded prior to May 1 of the current school year.
7. The evaluator will provide the teacher as well as the superintendent a copy of the written evaluation report two (2) weeks prior to the end of the current school year.
8. A standing committee shall be formed to 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 with the approval of the Association president. 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.

September 6, 1991

Letter of Understanding

Health Insurance

Both the Board and the Association believe that it is in their mutual interest to reduce the escalating costs of health insurance. To this end we charge the District Health Insurance Committee to bring a recommendation to the District and the Association that will decrease the rate of increase in the cost of health insurance. This recommendation shall be brought forth by October 15, 2007.

The Board and Association will consider the recommendation of the District Health Insurance Committee. Both the Board and the Association must be in agreement prior to any implementation of the committee's recommendations.

The Association approval for the implementation of the recommendation shall be by the method described in the Bylaws, Article VI, Section 3, of the Geneva Education Association Constitution and Bylaws.

August 16, 2006

Letter of Understanding

Salary Schedule Study Group

The Board and the Association agree to establish a joint Salary Study Group to address the question of future compensation of teachers.

Membership of the Salary Study Group will be no fewer than two and no more than five teachers, appointed by the Association President, and the Assistant Superintendents-Business and Human Resources. In addition, the Association President, the Superintendent and a School Board member may serve in an ex officio capacity. The teachers should be representative of the entire Association with respect to age, gender, experience level and grade level.

Any costs incurred by the Salary Study Group will be borne by the District, and will not include any direct additional compensation for members of the Study Group.

The Salary Study Group will begin no later than January 1, 2007 and will report their findings and recommendations to the District and the Association no later than March 1, 2008.

The Board and Association will consider the recommendation of the Salary Study Group. Both the Board and the Association must be in agreement prior to any implementation of the study group's recommendations.

The Association approval for the implementation of the recommendation shall be by the method described in the Bylaws, Article VI, Section 3, of the Geneva Education Association Constitution and Bylaws.

August 15, 2006

Letter of Understanding

Retirement Program

The Geneva Community Unit District #304 and the Geneva Education Association agree that teachers who resign for the propose of retirement as set forth in Article IX, Section M of the Agreement shall receive the full benefits of the retirement program that they select at the time of their notice to resign. The teachers shall continue to receive the benefits of their retirement program selection until the date of their retirement.

August 16, 2006

Appendix A

Special Education Resource FTE Formula

In order to support program modifications for students with special education one-on-one assistants and to support the regular classroom teacher, the following formula will be utilized.

After the determination of the total FTE required to serve the Individualized Education Programs in each elementary school, an additional 10% of the total FTE will be allocated for facilitation as deemed appropriate within the school to provide curriculum/program modifications for students assigned a special education one-on-one assistant. The sum of the total FTE plus the 10% of the total FTE will round up to the next greater .1 teachers to determine the new total number of special education resource teachers that will be assigned to the building.

$$(\# \text{ of special education students in building}) / (20) = \text{FTE}$$

$$\text{FTE} + .10(\text{FTE}) = (\# \text{ of special education resource teachers in the building})$$

Example #1: Assume there are 59 special education students in the building, and 20 special education students is the maximum caseload per special education resource teacher.

$$(59) / (20) = 2.95 \text{ Thus } 2.95 \text{ will be the total FTE.}$$

$$2.95 + .10(2.95) = 3.245$$

$$2.95 + .295 = 3.245$$

Thus 3.3 special education resource teachers will be assigned to the building.

Example #2: Assume there are 47 special education students in the building, and 20 special education students is the maximum caseload per special education resource teacher.

$$(47) / 20 = 2.35 \quad \text{Thus } 2.35 \text{ will be the FTE.}$$

$$2.35 + .10(2.35) = 2.585$$

$$2.35 + .235 = 2.585$$

Thus 2.6 special education resource teachers will be assigned to the building.

August 15, 2004

Appendix B**Unpaid Leave Of Absence Guidelines**

The following procedures will be used when a request for an unpaid leave (full or partial) is received from a certified teacher employed in Geneva District #304. Unpaid leave is provided for in Board of Education Policy #3430.

FULL LEAVE

1. 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.
2. Prior to submitting the leave request by the date specified in the above paragraph, the teacher must schedule a meeting with the Assistant Superintendent-Human Resources to review the policy and procedural requirements and salary/benefit implications of the leave.
3. Upon receipt of the written leave request and after consultation with the building principal who supervises the teacher requesting the leave, the Assistant Superintendent-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 of Education.
4. Following Board of Education 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-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.
5. The deadlines for submitting a leave of absence request may be waived at the discretion of the Superintendent of Schools.
6. If an unpaid leave of absence is granted by the Board of Education 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.
7. If an unpaid leave of absence is granted by the Board of Education in the second semester of a school year, a teacher may be granted an unpaid leave of absence for no more than two consecutive years following the school year in which the first unpaid leave of absence was granted.
8. 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.
9. The Assistant Superintendent-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.
10. In any academic year, a teacher must serve one semester or more (or the equivalent number of days) to advance step credit on the salary schedule.
11. 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.

PARTIAL LEAVE

1. 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-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.
2. Prior to submitting the leave request, the teacher must schedule a meeting with the Assistant Superintendent-Human Resources to review the policy and procedural requirements and salary/benefit implications of the leave.
3. A teacher on partial leave has until February 15 of any academic year to declare his/her 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 his/her 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.
4. 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.
5. 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.
6. A teacher on a partial leave in any academic year will advance on the salary schedule (step credit) provided that he/she works the equivalent of at least one 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 his/her 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.
7. 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.
8. 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.

Appendix C

Family and Medical Leave Of Absence Guidelines

The following procedures will be used when a request for Family and Medical Leave is received from a staff member employed in Geneva District #304. Family and Medical Leave (FMLA) is provided for in Board of Education Policy #3430.01.

1. FMLA entitles eligible employees up to twelve (12) weeks of unpaid, job-protected leave for specified family and medical reasons.
2. A staff member requesting a FMLA leave must submit the request in writing to the Office of Human Resources at least 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 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 1,250 hours over the prior twelve (12) months.
3. Prior to submitting the leave request, the staff member must schedule a meeting with the Assistant Superintendent-Human Resources to review the policy and procedural requirements and salary/benefit implications of the leave.
4. 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-Human Resources will forward the leave of absence request to the Superintendent of Schools. The Superintendent of Schools will then notify the Board of Education.
5. Following receipt of a FMLA request, the Assistant Superintendent-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.
6. 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.