



Geneva Community Unit School District 304  
Board of Education's  
Final\* Offer to the  
Geneva Education Association, IEA-NEA

October 19, 2012

\*Pursuant to State law, following a declaration of impasse, the parties are to submit their final offers to each other, the mediator, and the Illinois Educational Labor Relations Board. The adjective "final," however, is simply a statutory term used within the limited context of State law. It is not intended to indicate an unwillingness on the part of the Board of Education to continue negotiations toward an agreement.

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October 19, 2012

Ms. Carol Young, President  
Geneva Education Association

Dear Ms. Young:

Enclosed you will find the final offer submitted by the Geneva Board of Education pursuant to Section 12 of the Illinois Educational Labor Relations Act (“IELRA”). Pursuant to the IELRA, the parties must submit their final offers to each other, the mediator and the IELRB within seven days following the declaration of impasse, along with a cost summary of that offer. Please note that “final” is a term used within the context of the IELRA and it not does indicate the Board’s unwillingness to continue negotiations and reach an agreement. However, in the event that we are unable to reach an agreement by October 26, pursuant to the IERLA, both our offer and the GEA’s offer will be posted on the IELRB website.

At the commencement of negotiations, the Board and GEA agreed to keep negotiations confidential based on the belief that bargaining is most productive and effective when those conversations remain at the bargaining table. The Board has honored that commitment. To be quite honest, we do not feel that commitment has been reciprocated by the GEA. Specifically, numerous references have been made to the Board’s proposal of a hard freeze, both by you to the media and by teachers during public comment at Board meetings. The Board is also very concerned about the GEA’s overt effort to engage parents in the negotiations process even prior to declaring impasse. In order to resolve the outstanding issues, we feel that frank and open conversations between the parties are crucial, particularly in this coming week. We hope that you feel the same and will renew the GEA’s commitment to confidentiality of the negotiations process until offers are made public, if that becomes necessary.

Before addressing our final offer, it may be beneficial to give a brief overview of the negotiations process from the Board’s perspective, as well as some background behind the offer.

#### Negotiations Overview

This District has a long history of utilizing Interest Based Bargaining (“IBB”) in negotiations. IBB has been the preferred method of bargaining due to its emphasis on collaboration and joint resolution of issues, rather than traditional bargaining which is generally more adversarial, as it relies primarily on posturing and exchanging position statements. In standard IBB, the parties exchange their issues during the first few sessions. Language issues are typically addressed first and once agreement is reached on each language issue (through a process of identifying the concern and jointly developing a resolution to address that concern), the parties sign off on that agreement and proceed to the next issue until all language issues are complete. At that point, the parties typically turn their focus to economic issues.

Now, as you know, in previous negotiations, the District has developed its own modified version of IBB in which sub-committees comprised of GEA and Board members were formed. Each sub-committee was assigned language and/or economic issues at the outset (although the more difficult



economic issues such as salary and retirement were addressed last and by the entire group) and were charged with the task of reaching agreement on those issues and then presenting their joint resolution to the entire group for approval. This IBB format proved to be very effective and allowed the teachers and the Board to gain trust and momentum at the front-end of the negotiations process so that when the more difficult economic issues were addressed, there was a solid foundation to build upon. Over the past twenty years using Geneva's modified IBB format, every contract has been negotiated and ratified before the first day of school.

During these negotiations, however, at your insistence, there was limited use of sub-committees and instead increased use of the standard IBB process. While the use of the standard IBB process in and of itself is not an issue, during the first three months of negotiations, the GEA refused to agree and sign off on any language issues proposed by the Board and even some proposed by the GEA, stating instead that it would not agree to anything until compensation was finalized. Consequently, while 15 issues were originally presented by the parties when we began bargaining this year, and despite numerous hours invested by the seven Board members from February through April, only two issues have been signed off on, both of which were proposed by the GEA. Because of this rigid stance, no sense of trust or accomplishment was allowed to develop between the parties during those first few months. As you can imagine, this has caused a great deal of frustration for the Board.

Nonetheless, since economic issues were of such great importance to the GEA, the Board reluctantly agreed to postpone negotiations for the entire month of May and much of June until your union finance representative from the IEA-NEA could attend on June 21. Then, on June 27 we met and you presented the GEA's first formal salary proposal. I verbally provided the Board's response, after which we agreed to take a 15 minute break. Upon return, you promptly handed us a letter requesting mediation. Nearly a month went by before we were able to arrange the first mediation session, as you were on vacation for most of July.

In mediation, the parties identified six economic issues and numerous proposals have been traded on those issues. They are:

- 1) Salary Schedule
- 2) Tuition Reimbursement
- 3) Health Insurance
- 4) Retirement
- 5) Sick Leave
- 6) GEA Release Time

During mediation, we met once to try to resolve language issues, only to be informed once again that the GEA would not sign off on anything until economic issues are resolved. While we felt that we were getting closer to resolving those economic issues with the help of our federal mediator, the GEA filed impasse on October 12, at which point we commenced preparation of this offer.

#### Financial Overview

It goes without saying that these are unprecedented economic times. During the 2009/2010 school year, as it became increasingly clear that the economy was not showing signs of improving, the



Board of Education held several forums with various stakeholders including teachers, other employees and community members to analyze ways to make budget cuts which would impact students only as a last resort. Deep spending cuts have been made over the past three years. To this end, every other employee group in this District has taken a salary freeze at some point over the course of the GEA's most recent three year contract. Because of these measures, the District has not been forced to reduce, or lay off, teachers.

Teachers in neighboring districts, including St. Charles, have taken a hard salary freeze for an entire school year. Teachers in other districts, including Kaneland, agreed to re-open contracts to renegotiate salaries. This Board did not ask the GEA to reopen its contract and instead decided to honor its previous contract with the GEA which allowed for healthy salary increases over each of the previous three years. We do not think it is unreasonable to ask the District's teachers to share the sacrifice that every other employee group has made in this District and accept a one year salary freeze.

With the passage of the Affordable Care Act, the District has only just begun navigating the reforms that are necessary to ensure compliance with the Act and avoid taxes that may result, should the District be deemed to be offering "Cadillac" health insurance plans. Another potential drain on the District's finances is the State's current pension system. Due to the State's underfunding of the pension system in conjunction with school districts across the State inflating teachers' salaries in the years preceding retirement, the legislature with the support of the Governor has proposed shifting the cost of pensions to local school districts. This alone would be a significant added expense to the District in coming years. Compared to other districts, Geneva has been relatively conservative with pre-retirement salary increases. However, not only is our current retirement plan unsustainable, this Board has a philosophical issue with continuing to boost pre-retirement salaries in an effort to inflate teacher pensions. Our current retirement plan must be phased out over the course of this contract.

Another philosophical issue this Board has is with taxpayers subsidizing the GEA's union activities. In light of all of the spending cuts that have been made, the Board cannot continue to justify paying the GEA President a full day's salary for half a day's work so that the other half of the day can be devoted to union activities. While that time may be necessary to complete union duties, the GEA membership, and not the taxpayers of this District, should be responsible for paying that portion of the GEA President's salary. In that same vein, the Board feels union membership is an individual right and that each teacher should be able to choose whether they want a portion of their paycheck to fund union activities. For that reason, the Board is opposed to requiring teachers that have opted not to join the GEA/IEA-NEA to pay a "fair share" payment out of their paycheck as a condition of employment.

Finally, given the economic uncertainty that faces us, maintaining the District's reserves at a healthy level is absolutely essential. To this end, Board Policy requires the District to maintain its reserves at a minimum of 30% of its average annual expenditures, which it has done. These reserves allow the District to pay its obligations between tax collections and when, as has recently been the case, the State decreases or is late in making its payments to the District. These reserves also enable the District to maintain an excellent bond rating which, in turn, gives the District flexibility to restructure its debt obligations (currently in excess of \$300 million including principal and interest) to provide



relief to taxpayers. If the District dips into its reserves to pay increased salaries this year, it will have to: 1) continue to dip into reserves year after year; 2) increase the tax levy; and/or 3) cut educational programming. The Board does not see any of these options as viable.

#### General Points

Before turning to our specific proposal, I would also like to take the opportunity to briefly respond to some of the statements that have been made by various GEA members regarding negotiations.

- The Board's inability to give teachers the raises that the union is proposing in no way indicates a lack of respect for our teachers. The Board has the utmost respect for the work our teachers do for our children and recognizes the role that teachers have played in the District's receipt of various awards. The attached proposal is the best financial proposal that the Board can offer at this time.
- As a Board, we value the input of all stakeholders. The suggestion that our bargaining position has been unduly influenced by any special interest group is an insult to the seven Board members that took an oath to act in the best interests of the entire community.
- Geneva has never tried to be the highest paid District in the county. We have kept our compensation package competitive and feel that the current proposal remains competitive. We have never had a problem attracting and retaining quality teachers and do not expect to under the current proposal. We believe the reasons for this include a competitive compensation package, including tuition reimbursement and health care benefits; safe and well-maintained facilities; the Board's commitment to low class sizes; technology upgrades the Board has provided at the urging of its teachers; the school-home partnership embraced by our families; and the support of public education by our community.

On a final note, please be aware that following an extensive closed session discussion, the entire Board of Education voted unanimously in open session on October 17, 2012 to approve the contents of this letter and the enclosed offer. We feel that it is a fair offer and it is our sincere hope that the GEA will give it careful consideration.

Yours Truly,

Mark Grosso, President  
Geneva Board of Education

CC: Executive Director of the IELRB (by fax, electronic mail and U.S. Mail)  
Mr. Jerry Hughes, FMCS Mediator (by fax, electronic mail and U.S. Mail)  
Ms. Bonnie Booth, Illinois Education Association/IEA-NEA (by fax and electronic mail)  
Geneva Board of Education Members (by electronic mail)  
Dr. Kent Mutchler, Superintendent (by electronic mail)  
Mr. Craig Collins, Assistant Superintendent for Human Resources (by electronic mail)  
Ms. Donna Oberg, Assistant Superintendent for Business Services (by electronic mail)



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## Salary/Compensation Issues

### Salary Schedule

Teachers are paid according to their placement on the teacher salary schedule. The salary schedule is organized around steps and lanes. Each step represents one year of employment in the District and a salary increase of 2.65%; a lane represents completed graduate coursework and salary increases vary by lane. Salaries increase as a teacher moves a step (down the salary schedule) and/or a lane (across the salary schedule).

**Board:**

2012/2013: 0% increase to salary schedule; no step increase; no lane movement, but a one-time, non-recurring \$500 stipend for those teachers that would qualify for lane movement

2013/2014: 1.40% increase to the salary schedule; no step increase; teachers who qualify may move as many as three (3) lanes across salary schedule

2014/2015: 0% increase to salary schedule; step increase (2.65%); teachers who qualify may move across one (1) lane only

**Union\*:**

2012/2013: 1% increase to salary schedule; step increase (2.65%); no lane limitations

2013/2014: 1% increase to salary schedule; step increase (2.65%); no lane limitations

2014/2015: 0% increase to salary schedule for ½ year; followed by step increase (2.65%) for ½ year and no lane limitations for ½ year

### **Board Salary Schedule Proposal Details**

Teachers shall be paid in accordance with the following:

2012/2013: A hard freeze, no step or lane movement. Teachers would continue with salary paid in 2011/2012. For those teachers who would qualify for lane movement, the Board will provide a one-time, non-recurring \$500 stipend.

2013/2014: A 1.40% increase in salary based on salary paid in 2012/2013. No step movement. Teachers who qualify for lane movement may move as many as three (3) lanes across the salary schedule.

2014/2015: A step increase of 2.65% for all teachers. Teachers who qualify for lane movement may move one (1) lane.

For those teachers currently participating in the District's retirement plan, please see Retirement at page 4 below.

*\* The union position represented here references the last GEA position prior to the declaration of impasse and does not reflect any changes the GEA may be contemplating for its final offer.*



### **Rationale for Board Salary Schedule Proposal**

The Board is mindful that this salary proposal is less than has been offered in prior years. It is a reflection of the fiscal challenges we face as a public school district. It is also a reflection of the sacrifice other employee groups within the District have been asked to make in the last several years. Every other District employee group has taken a salary freeze. We now ask the same of our teachers. For those teachers who have taken approved post graduate coursework, in many cases the cost of which was shared by the Board, the Board will provide a one-time, non-recurring \$500 stipend in the 2012/2013 school year.

We have the highest esteem, admiration, and respect for our teachers. Our teachers make our School District a nurturing and challenging place for our students, a great and lasting value for our parents, and a strong and vibrant institution within our community. Charged with the responsibility of being good stewards of taxpayer money, the Board is seeking a teacher contract which will not compromise the long-term solvency of the District. This is an obligation that we owe all taxpayers in our community.

The Board proposes, for the first time in recent memory, an end to automatic step increases in the first two years of the contract. Furthermore, by the end of this Agreement, the Board proposes a limit to the number of lanes that a teacher may move in any one year. The Board is not asking teachers to do anything more than what many in our community have experienced in the last several years.

### **Board Salary Cost Summary**

The District's salary schedule costs for 2011/2012 were \$27,248,068. The Board's proposed salary schedule is projected to cost \$27,248,750 for 2012/2013. The one-time, non-recurring stipend is projected to cost the District an additional \$18,000. The Board's proposed salary schedule is projected to cost \$27,630,233 for 2013/2014, and \$28,276,813 for 2014/2015. Proposed salary schedules are located in the addendum.



## Tuition Reimbursement

Under the Agreement that expired in August, Geneva teachers were eligible to receive reimbursement up to 75% of the cost of coursework from approved graduate programs. The amount allocated to this graduate coursework reimbursement program was \$165,000 in the 2009/2010 school year, \$160,000 in the 2010/2011 school year, and \$100,000 in the 2011/2012 school year.

Board:

Reduce the amount allocated to this program to \$85,500 in both 2012/2013 and 2013/2014 and \$60,000 in 2014/2015. Reduce the tuition reimbursement rate for each individual course from 75% to 50%.

Union\*:

Reduce the amount allocated to this program to \$85,500 in 2012/2013, \$75,000 in 2013/2014, and \$50,000 in 2014/2015. Reduce the tuition reimbursement rate for each individual course from 75% to 50%.

### **Board Tuition Reimbursement Proposal Details**

In recognition of the economic challenges facing the District, the Board proposes the yearly allocation to the tuition reimbursement program be reduced from \$100,000 to \$60,000 during the length of the new contract.

The Board is also proposing that the reimbursement rate for each individual course be reduced from 75% to 50% to ensure that more teachers are eligible to participate in the program, especially since the overall allocation to the program may be reduced.

### **Rationale for Board Tuition Reimbursement Proposal**

The tuition reimbursement program has traditionally been one of the significant ways the Board has invested in its teachers. The Board believes that it is appropriate to provide financial support to its teachers to improve and strengthen their performance in the classroom.

Tuition reimbursement is an attractive benefit which helps Geneva retain its teachers and mitigate any beginning salary differential with surrounding school districts.

The Board and GEA proposals are not far apart. It is interesting to note that the GEA proposal allocates \$20,500 less than the Board proposal over the length of the new contract. The GEA is proposing to allocate more dollars to salary increases.

### **Cost Summary**

The amount of money allocated to the tuition reimbursement program over the past three years was \$425,000. This would be modified to \$231,000 during the length of the new contract, a reduction of approximately 54%.

*\* The union position represented here references the last GEA position prior to the declaration of impasse and does not reflect any changes the GEA may be contemplating for its final offer.*



## Retirement

In the Agreement that expired in August, teachers who submitted a retirement notice were given a 6% salary increase over their previous year's salary in the first year of their participation in the retirement program. Subsequent increases in the last three years of participation in the retirement program were tied to the average salary increase in the prior school year. End of service salary increases have been prevalent in many Illinois school districts.

### Board:

Eligible teachers who plan to retire prior to the end of this contract will receive a 6% increase over their prior year's salary in their first year in the program. Subsequent raises prior to retirement will be based on the average teacher salary increase each year. These end of career salary increases will expire at the end of this contract in August 2015. In addition, the lump sum post-retirement benefit will be changed from a percentage of final year salary to a dollar amount based on length of service in District 304. This lump sum payment will be in the form of a contribution to a 403(b) - the public sector equivalent to a 401(k). Teachers will not have the option of asking the Board to apply this post retirement 403(b) contribution to the payment of post-retirement health insurance (TRIP). The retirement program for those teachers who opt to retire under the Illinois Teachers' Retirement System Early Retirement Option will end.

The Board is also proposing that, if the Illinois General Assembly enacts legislation that results in additional costs to the District under this retirement proposal, the parties agree to "re-open" this section of the contract.

### Union\*:

Eligible teachers who plan to retire prior to the end of this contract will receive a 6% increase over their prior year's salary in each of the three years preceding retirement. In addition, eligible retiring teachers will receive a lump sum post-retirement benefit of 20% of final salary for 25+ years of full time experience in the School District, 15% of final salary for 20-24 years of full time experience in the School District, and 10% of final salary for 15-19 years of full time experience in the School District.

### **Board Retirement Proposal Details**

An eligible teacher submitting a retirement notice by a predetermined date in the 2012/2013 school year and who intends to retire at the end of the 2014/2015 school year will receive the following salary increases:

- 2012/2013: 6% increase over their prior year's salary
- 2013/2014: increase based on the 2012/2013 average teacher salary increase
- 2014/2015: increase based on the 2013/2014 average teacher salary increase

*\* The union position represented here references the last GEA position prior to the declaration of impasse and does not reflect any changes the GEA may be contemplating for its final offer.*



An eligible teacher submitting a retirement notice by a predetermined date in the 2013/2014 school year and who intends to retire at the end of the 2014/2015 school year will receive the following salary increases:

- 2013/2014: 6% increase over their prior year's salary
- 2014/2015: increase based on the 2013/2014 average teacher salary increase

An eligible teacher submitting a retirement notice by a predetermined date in the 2014/2015 school year and who intends to retire at the end of the 2014/2015 school year will receive the following salary increases:

- 2014/2015: 6% increase over their prior year's salary

These end of career salary increases will expire at the end of this contract in August 2015.

An eligible teacher submitting a retirement notice in 2012/2013, 2013/2014, or 2014/2015 will receive a lump sum post-retirement benefit of \$10,000 for 25+ years of full time experience or \$5,000 for 15-24 years of full time experience. This will be paid in the form of a 403(b) tax sheltered annuity and will not increase the teacher's pension. Teachers will not have the option of asking the Board to apply this post retirement 403(b) contribution to the payment of post-retirement health insurance (TRIP).

The Board is proposing to end the retirement program for those teachers who opt to retire under the Illinois Teachers' Retirement System Early Retirement Option.

### **Rationale for Board Retirement Proposal**

The Board believes that end of service retirement enhancements need to be phased out, or at least reduced significantly, in order to protect the solvency of the State of Illinois teacher pension program. Furthermore, the Board believes that teacher salaries, on the whole, have risen to the point where retirement enhancements are no longer needed to compensate for relatively low salaries over a lifetime. Indeed, there is a trend among school districts in Illinois to scale back these retirement programs.

The Board therefore proposes that the current retirement plan's end of career salary increases be phased out during the three years of this agreement, that the post-retirement benefit be reduced, and that teachers not have the option of asking the Board to apply this post retirement 403(b) contribution to the payment of post-retirement health insurance (TRIP). This allows teachers at or near retirement age to have one final opportunity to take advantage of end of career salary increases.

It is common knowledge that the General Assembly is considering legislation that would shift the State's required contributions to the teachers' pension system to local school districts, or penalize local school districts for any end of career salary increases. The Board is also proposing that, if either of those provisions becomes law, during the period of this Agreement, the parties



will “reopen” this part of the contract to consider the impact of the new pension rules on the District’s budget.

### **Board Retirement Proposal Cost Summary**

Teachers participating in the District’s retirement plan are not paid on the salary schedule. There are currently 57 teachers participating in the plan. During the 2011/2012 school year, they were collectively paid \$5,362,943.

The actual cost to the District of salary increases under the prior Agreement’s retirement plan for 2012/2013 is \$266,542. The cost for 2013/2014 is estimated at \$53,494 and 2014/2015 is estimated at \$25,000 on the current retirees. The final cost for 2013/2014 and 2014/2015 will be based on the number of employees retiring under this contract.

The actual cost to the District of lump sum post-retirement benefits for 2011/2012 was \$65,500. The projected cost to the District of the lump sum retirement benefits for 2012/2013 is \$170,893. The projected cost to the District of the lump sum retirement benefits for 2013/2014 is \$65,355. The projected cost to the District of the lump sum retirement benefits for 2014/2015 is \$126,894.

The projected costs shown here include benefits for the teachers currently in the retirement pipeline, and the actual cost of the Board retirement proposal is dependent upon the number of teachers who submit a retirement notice during the length of the Agreement.



## Health Insurance

At the present time, the Board pays 100% of the monthly health insurance premium for those teachers who elect single coverage and the equivalent of 75% of the monthly health insurance premiums for those teachers who elect family coverage. The Board currently offers one HMO health insurance plan and two PPO health insurance plans.

**Board:**

The Board proposes a reduction of board-paid insurance premiums for single coverage from 100% to 95% for the 2013/2014 school year and from 95% to 92.5% for the 2014/2015 school year. The Board also proposes eliminating the PPO 400 plan after 2012/2013 school year.

The Board also proposes that, if the Affordable Care Act imposes additional costs to the District due to the nature and cost of the District's insurance plan, the parties will agree to "re-open" this provision to investigate and consider other available plans in order to avoid those additional costs.

**Union\*:**

The union proposes a reduction of board-paid insurance premiums for single coverage from 100% to 95% for the 2013/2014 school year and maintaining this percentage for the 2014/2015 school year.

### **Board Health Insurance Proposal Details**

- 2012/2013: No changes to individual or family insurance premium costs (PPO and HMO)  
2013/2014: Board will pay 95% individual insurance premium costs (PPO and HMO); no change to family insurance premium costs (PPO and HMO); more expensive PPO 400 plan for teachers will be eliminated  
2014/2015: Board will pay 92.5% individual insurance premium costs (PPO and HMO); no change to family insurance premium costs (PPO and HMO)

The Board also proposes that, if the Affordable Care Act imposes additional costs to the District due to the nature and cost of the District's insurance plan, the parties will agree to "re-open" this provision to investigate and consider other available plans in order to avoid those additional costs.

### **Rationale for Board Health Insurance Proposal**

Like most businesses, District 304 has experienced increases in health insurance costs over the past decade. The future does not look much different. In order to offset these anticipated

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increases, the Board is proposing that starting in the 2013/2014 school year teachers who elect single coverage pay 5% of the monthly health insurance premium. The percentage would increase to 7.5% in 2014/2015.

Rising health insurance costs are tied to many factors, including the frequency of claims that are submitted. Users of health care are better health care consumers when they have to pay a portion of their health insurance premiums.

As another way to reduce costs and avoid potential penalties due to health care reform, the Board seeks to end the more expensive PPO 400 health insurance option in the 2013/2014 school year.

### **Board Health Insurance Cost Summary**

The District's cost for insurance for 2011/2012 was \$3,378,832. With the increase in premiums the cost of the Board's health insurance for 2012/2013 is \$3,552,588. Based on the cost for 2012/2013, the projected cost for 2013/2014 would be \$ 3,462,529 and 2014/2015 is \$3,439,384. These projected costs will depend on claim experience for 2013/2014 and 2014/2015.



## Sick Leave

Geneva teachers are provided ten (10) days of sick leave each school year. A sick day is a day of absence for personal or family illness without loss of pay. Unused sick days accumulate from one fiscal year to the next without limitation.

Board:

No change in the allocation of sick leave.

Union\*:

The GEA proposes that twelve (12) sick days would be provided to teachers who have accumulated between 1 and 100 sick days at the end of each fiscal year. Fifteen (15) sick days would be provided to teachers who have accumulated between 101 and 150 sick days at the end of each fiscal year. Twenty (20) sick days would be provided to teachers who have accumulated between 151 and 200 sick days at the end of each fiscal year.

### **Board Sick Leave Proposal Details**

The Board does not believe it is necessary at the present time to change the manner in which sick leave is allocated to Geneva teachers.

### **Rationale for Board Sick Leave Proposal**

Under current Teachers' Retirement System rules, teachers are provided additional service credit for any unused sick leave at the time of retirement. This can serve to allow a teacher to retire and begin receiving pension benefits earlier or can increase a teacher's pension in retirement. The GEA proposal would, in effect, increase the number of sick leave days that could be used for retirement purposes. The Board believes that sick leave days are provided so that teachers have financial security in the event that an absence is necessary due to personal or family illness. The Board does not believe this is the time to increase pension costs in the State of Illinois. The Board's position is that the current allocation of ten (10) sick leave days per school year provides adequate income protection for Geneva teachers, especially when it is possible to carryover unused sick leave from one year to the next.

### **Cost Summary**

It is difficult to measure the cost of the GEA sick leave proposal since sick leave use varies among teachers. In the event that the teacher actually experiences a personal or family illness and needs to use those additional days, the District must pay for a substitute teacher. The most likely cost would be in the form of increased pension costs as a result of more unused sick leave available at the time of retirement. As previously discussed, there is currently a legislative proposal to shift those pension costs from the State to local school districts.

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## GEA Release Time

Currently, release time is provided to the GEA union President during the school day to meet with District administration to discuss issues of common concern, generally represent the interests of the union and engage in any other union activities. Under the Agreement that expired in August, the President of the GEA or designee had daily release time up to 70% of his or her regular work load. Most recently, the GEA has allocated the GEA President 50% release time and the GEA Vice President 20% release time. The GEA does not compensate the District for this release time.

**Board:**

The GEA maintains its release time but reimburses the District for the release time of its President or designee.

**Union\*:**

No change to language in the Agreement that expired in August which does not require any GEA reimbursement to the District for the release time of its President or designee.

### **Board GEA Release Time Proposal Details**

No change is proposed for the 2012/2013 school year. For the 2013/2014 school year, the Board is proposing that the GEA reimburse the District 70% of the salary of a teacher at Step 1, Lane 1 on the salary schedule in place in that school year. For the 2014/2015 school year, the Board is proposing that the GEA reimburse the District 70% of the salary of a teacher at Step 5, Lane 5 on the salary schedule in place that school year.

### **Rationale for Board GEA Release Time Proposal**

The practice of fully subsidizing release time during the school day for the GEA President or designee, in a period of tight school budgets, must come to an end. The Board believes that over the length of the next Agreement, the GEA must assume a greater share of the cost of this release time. The Board acknowledges that it may be in the interests of the District to provide release time to the GEA President or designee, but taxpayers should not pick up the tab.

Delaying this new provision to the 2013/2014 school year allows the GEA time to make the necessary adjustments to the dues it collects from its members.

### **Cost Summary**

The estimated savings to the District in the 2013/2014 school year is \$28,144. The estimated savings in the 2014/2015 school year is \$36,560.

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## Contract Language Issues

The Board believes agreement is very close on several of the contract language issues outlined below. The GEA has indicated during the negotiation process that compensation and benefit issues have the highest priority. Consequently, especially during the past four months of the negotiation process, the amount of time devoted to discussing these issues has been significantly less in comparison to the amount of time devoted to compensation/benefit issues.

### Union Dues (Fair Share) for Non-members

The union is proposing the addition of “fair share” language to the contract.\* At the present time, Geneva teachers are not required to join the GEA, and the union does not have the ability to assess non-members a “fair share” fee for representing their interests in collective bargaining matters.

#### **Board Proposal Details/Rationale**

- The Board is opposed to adding “fair share” language to the contract.
- The Board believes it is the responsibility of the union to recruit and retain members.
- Approximately 10% of our teachers have chosen not to join the union. The Board is opposed to requiring these teachers to pay union dues as a condition of employment.

*\* The union position represented here references the last GEA position prior to the declaration of impasse and does not reflect any changes the GEA may be contemplating for its final offer.*



## Involuntary Transfer

The GEA is proposing language\* to the new Agreement that would alter the process of involuntarily transferring a teacher to a department, grade level, or school different from that teacher's current assignment. Among the involuntary transfer criteria to be used (e.g. certification, teaching experience, leadership ability) the proposed language would elevate seniority as the tiebreaker, if all other factors are equal, in the transfer decision-making process.

### **Board Proposal Details/Rationale**

- The Board believes that it is the inherent right of management to assign school staff to positions that will be in the best interests of students in the District.
- The Board realizes that an involuntary transfer can be challenging to a teacher who has taught in the same building or taught the same subject for many years. As a result, for many years the Board has not sought a large number of involuntary transfers. The number of involuntary transfers each school year is very small, typically averaging no more than two or three among over 400 teachers.
- The Board is not opposed to adding language to the Agreement regarding involuntary transfer; however, the Board does not want to add language that compromises or complicates its ability to make transfer decisions that are in the general welfare of the District and its students.
- The Board would define an involuntary transfer narrowly: assignment to a different school in the District or a grade change at the elementary level due to fluctuating enrollment.
- At a time when seniority is no longer the most important factor in determining who is to be dismissed first when staff positions must be reduced, this is not the time to elevate seniority above other criteria used to make transfer decisions.

*\* The union position represented here references the last GEA position prior to the declaration of impasse and does not reflect any changes the GEA may be contemplating for its final offer.*



## Progressive Discipline

The Board is seeking to modify existing contract language on employee discipline by clarifying the progressive discipline sequence, increasing the notification time period when a teacher needs to be informed that allegations of misconduct have come to the attention of the teacher's supervisor, and increasing the length of time that a written reprimand and suspension letter can remain in a teacher's personnel file.

### **Board Proposal Details/Rationale**

- The Board is attempting to delineate more clearly the steps in the progressive discipline process to better inform both teachers and administrators what will happen in the event of alleged misconduct.
- The Board believes that while teachers have a right to be informed when allegations of misconduct have surfaced, it is sometimes not possible nor is it advisable to inform the teacher that possible disciplinary action may be taken within two days from the date that the administrator becomes aware of the potential offense.
- Current contract language allows a teacher to remove after two years any written material related to disciplinary action placed in his/her personnel file. The Board wants to extend this time period to five years with appropriate safeguards for certain misconduct and to keep permanent in a teacher's file any disciplinary documentation related to an offense resulting in suspension.
- By making these contract recommendations, the Board is not suggesting that employee misconduct is a problem in the District. Rather, the Board is simply trying to clarify language that was put into the contract several years ago regarding employee discipline, give administrators more flexibility at the front end of an employee investigation, and to maintain for a longer period of time documents of a disciplinary nature in a teacher's personnel file.



## Extending the Teacher Work Day

The Board wishes to extend the teacher work day by 45-60 minutes four times during the school year in order to engage teachers in school improvement and professional development activities.

### **Board Proposal Details/Rationale**

- The Agreement expiring this past August defined the standard teacher work day as eight hours and provided that the work day may be extended fifteen (15) minutes if notice is given at least one (1) week in advance. Due to recent legislation passed by the Illinois General Assembly and because of the number of school improvement initiatives underway in the District, the Board seeks to capture additional time (45-60 minutes) two times a semester to devote to school improvement activities.
- The District respects the time demands on teachers and acknowledges that teachers have family obligations after the work day. Still, the Board does not wish to add more school improvement days (a half day of instruction) to the yearly calendar and believes that adding additional time to the school day four times a year is a good alternative.
- The Board believes that this is a modest proposal that, when implemented, will benefit the District and its students and not impose a burden on teachers.



## Supervisory Duty

In an effort to provide more instructional support to middle school students in math, the middle school administration has assigned math teachers and their students to the same study hall during the school day. Middle school teachers are assigned five instructional classes and one supervisory duty (e.g. lunchroom duty, study hall supervisor) each school day. The GEA wants this math tutoring to be considered a sixth instructional class, requiring additional compensation to middle school math teachers, or the end of the practice of pairing math students with their math teacher during the teacher's required supervisory duty.\*

### **Board Proposal Details/Rationale**

- The Board believes that providing math tutoring in study hall is a creative and effective way to provide academic support to middle school students in math without imposing an unnecessary burden on math teachers. Math teachers at the middle school level generally support this practice.
- The GEA has indicated that it wants study halls at the middle school to remain study halls in the traditional sense, with limited teacher interaction with students. The GEA is concerned that assigning students to a study hall with their math teacher will set a precedent and lead to the erosion of the five instructional class/one supervisory duty work standard. The Board does not share this view and has no plans at the present time to expand this practice to other academic areas (the current middle school schedule would not allow it) or to the high school.
- The positions of the Board and the union are not far apart on this issue.

*\* The union position represented here references the last GEA position prior to the declaration of impasse and does not reflect any changes the GEA may be contemplating for its final offer.*



## Security Cameras

The Board recently installed a number of security cameras in public areas at Geneva High School. Both the Board and the GEA are in agreement that it would be prudent to add language to the Agreement regarding the use of security cameras in the work place.

### **Board Proposal Details/Rationale**

- Due to student misconduct and recent thefts at Geneva High School, the Board has installed security cameras in public areas to monitor illegal activity or activity that violates the student handbook, to monitor unauthorized access to restricted areas, and/or to monitor unauthorized removal of personal and/or District property or damage to property.
- The Board and GEA agree that the purpose and use of security cameras is not to observe or evaluate the performance of a teacher or monitor his/her behavior.
- What still needs to be resolved is:
  - a) The use of security cameras in public areas that are also “classrooms” (e.g. physical education spaces). Please note that the Board does not intend to place security cameras in traditional classrooms;
  - b) The limited use of security cameras in targeting specific instances of suspected criminal activity;
  - c) Under what circumstances security camera footage can be kept and for how long.
- While the detection of inappropriate or illegal employee behavior is not the purpose of the security cameras, in the event that such behavior is detected, the Board also seeks to have language in the Agreement that will not restrict the Administration from imposing appropriate discipline on employees based on security camera footage.



## Special Education

The union has proposed several changes to the part of the contract addressing issues related to services provided to special education students.\* The GEA has proposed the following:

- Increasing the number of release days for special education teachers at the high school from two to five;
- Modifying the formula to determine special education caseloads (i.e. the number of students that a special education is responsible for) at the elementary level;
- Changing the definition of the middle school study hall supervised by special education teachers from a supervisory period to an instructional period;
- Creating a committee of teachers and administrators to review the workload of special education teachers at the elementary level;
- Creating a committee of teachers and administrators to review the District's response to student social-emotional issues, starting first at the high school level and then proceeding the middle school and elementary levels

### **Board Proposal Details/Rationale**

- The Board recognizes the challenges placed on teachers and student services personnel (e.g. social workers, psychologists, nurses, speech pathologists) when addressing the needs of special education students. The District has developed a solid track record in providing a safe, nurturing, and educationally appropriate setting for children who have unique learning and social-emotional needs and will continue to responsibly honor this commitment.
- The Board's primary objection is to the proposed change to the definition of the middle school study hall class. This change would require hiring at least two additional special education teachers at the middle school level for an added, recurring cost in excess of \$100,000.
- The Board has been pleased by the progress made on this particular issue, as the Board and its teachers share a mutual concern for our special education students.

*\* The union position represented here references the last GEA position prior to the declaration of impasse and does not reflect any changes the GEA may be contemplating for its final offer.*



**Addendum  
Proposed Salary Schedule  
2011-2012/2012-2013**

Salary Schedule 2011-2012/ 2012-2013

	BA	BA+8	BA+16	BA+24	MA	MA+15	MA+30	MA+45	DMA
	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8	Lane 9
Step 1	39,651	40,702	41,781	42,888	46,390	48,882	51,508	54,275	57,191
Step 2	40,702	41,781	42,889	44,025	47,620	50,178	52,873	55,714	58,707
Step 3	41,781	42,888	44,025	45,192	48,882	51,508	54,275	57,191	60,263
Step 4	42,889	44,025	45,192	46,390	50,178	52,873	55,714	58,707	61,861
Step 5	44,025	45,192	46,390	47,620	51,508	54,275	57,191	60,263	63,501
Step 6	45,193	46,390	47,620	48,882	52,873	55,714	58,707	61,860	65,184
Step 7	46,390	47,620	48,883	50,178	54,275	57,190	60,263	63,500	66,912
Step 8	47,620	48,882	50,178	51,508	55,714	58,707	61,860	65,183	68,685
Step 9	48,883	50,178	51,508	52,873	57,191	60,263	63,500	66,911	70,506
Step 10	50,178	51,508	52,874	54,275	58,707	61,860	65,183	68,685	72,375
Step 11	51,509	52,874	54,275	55,714	60,263	63,500	66,911	70,506	74,294
Step 12	52,874	54,275	55,714	57,190	61,860	65,183	68,685	72,375	76,263
Step 13	54,276	55,714	57,191	58,706	63,500	66,911	70,506	74,293	78,285
Step 14	55,714	57,191	58,707	60,263	65,183	68,685	72,375	76,263	80,360
Step 15	57,191	58,707	60,263	61,860	66,911	70,506	74,293	78,284	82,490
Step 16	58,707	60,263	61,861	63,500	68,685	72,375	76,263	80,359	84,677
Step 17	60,263	61,861	63,501	65,183	70,506	74,293	78,284	82,490	86,922
Step 18		63,501	65,184	66,911	72,375	76,263	80,359	84,676	89,226
Step 19		65,184	66,912	68,685	74,293	78,284	82,490	86,921	91,591
Step 20		66,912	68,686	70,505	76,263	80,359	84,676	89,225	94,019
Step 21				72,374	78,284	82,489	86,921	91,590	96,511
Step 22					80,359	84,676	89,225	94,018	99,069



**Addendum  
Proposed Salary Schedule  
2013-2014/2014-2015**

2013-2014/2014-2015 Salary Schedule

	BA	BA+8	BA+16	BA+24	MA	MA+15	MA+30	MA+45	DMA
	Lane 1	Lane 2	Lane 3	Lane 4	Lane 5	Lane 6	Lane 7	Lane 8	Lane 9
Step 1	40,206	41,272	42,366	43,488	47,039	49,566	52,229	55,035	57,992
Step 2	41,272	42,366	43,489	44,641	48,286	50,880	53,614	56,494	59,529
Step 3	42,366	43,489	44,642	45,825	49,566	52,229	55,035	57,991	61,107
Step 4	43,489	44,642	45,825	47,039	50,880	53,614	56,494	59,529	62,727
Step 5	44,642	45,825	47,040	48,286	52,229	55,035	57,991	61,107	64,390
Step 6	45,825	47,040	48,287	49,566	53,614	56,494	59,529	62,726	66,096
Step 7	47,040	48,287	49,567	50,880	55,035	57,991	61,107	64,389	67,849
Step 8	48,287	49,567	50,881	52,229	56,494	59,528	62,726	66,096	69,647
Step 9	49,567	50,881	52,230	53,613	57,991	61,106	64,389	67,848	71,493
Step 10	50,881	52,230	53,614	55,035	59,528	62,726	66,096	69,647	73,388
Step 11	52,230	53,614	55,035	56,494	61,106	64,389	67,848	71,493	75,334
Step 12	53,614	55,035	56,494	57,991	62,726	66,096	69,647	73,388	77,331
Step 13	55,035	56,494	57,992	59,528	64,389	67,848	71,493	75,333	79,381
Step 14	56,494	57,992	59,529	61,106	66,096	69,646	73,388	77,330	81,485
Step 15	57,992	59,529	61,107	62,726	67,848	71,493	75,333	79,380	83,645
Step 16	59,529	61,107	62,727	64,389	69,647	73,388	77,330	81,484	85,862
Step 17	61,107	62,727	64,390	66,096	71,493	75,333	79,380	83,645	88,138
Step 18		64,390	66,097	67,848	73,388	77,330	81,484	85,862	90,475
Step 19		66,096	67,849	69,646	75,333	79,380	83,644	88,138	92,873
Step 20		67,849	69,647	71,493	77,330	81,484	85,862	90,474	95,335
Step 21				73,388	79,380	83,644	88,138	92,873	97,862
Step 22					81,484	85,862	90,474	95,334	100,456