



**Geneva Education Association  
Posted Final Offer  
October 19, 2012**

The professional educators of the Geneva Education Association (GEA) have been negotiating with the school board since February 2012, to reach an agreement that meets the needs of the school district, students, parents, community members and professional teachers of Geneva Unit School District 304.

We are proud that we are part of a team of school board members, parents, teachers and community leaders that has built a high quality school district that is consistently recognized for its excellence.

From the beginning, our interest in these negotiations has remained consistent. We want to maintain a professional climate that attracts and retains quality teachers who are free to teach, who are dedicated and respected, and who make Geneva a “destination district” for their entire professional teaching careers.

With the above in mind, we share the following proposal.

**SALARY**

The GEA proposes a three-year agreement. The following is proposed:

**2012/2013** Certified Staff will be given step and lane movement with an addition of 1% to the salary schedule.

**2013/2014** Certified staff will be given step and lane movement with an addition of 1% to the salary schedule.

**2014/2015** Certified staff will take a pay freeze for the first half of the year. In the second half of the year certified staff will be given step and lane movement.

**Rationale:** The GEA contends that this proposal will achieve the goal of making the base salary more competitive with surrounding districts (Geneva base salary is lower than the large majority of districts in the area) while continuing to allow the board the flexibility to abate money to Geneva taxpayers. This proposal will also allow the district to continue to carry a reserve fund.

Our district has a reserve fund of more than \$30 million. A portion of this money could, and, we believe, should be used for a time like this in which the district is paying off debt from building schools and attempting to maintain a competitive level of professional compensation and working conditions with surrounding districts.

The heart of the current negotiation troubles lie in the request of the school board for a hard salary freeze. A hard salary freeze would result in no changes in compensation for the current school year. It would not give step or lane movement. It would not allow teachers completing graduate degrees and coursework the financial recognition they were promised when they started those degrees. After considering the financial points listed above, the GEA cannot support the idea of a full year hard freeze in the coming agreement.

**Cost :**

**2012/2013** \$1,026,421 equates to increased cost on the salary schedule.

**2013/2014** \$612,257 equates to increased cost on the salary schedule.

**2014/2015** \$260,993 equates to increased cost on the salary schedule.

**INSURANCE**

The union has proposed to maintain the current structure of the insurance plan and benefits that are outlined in the expired contract except for the following: (page 30)

*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 through the term of this agreement.*

***Single Coverage:***

*100% Health/Medical (2012-2013 – HMO or PPO 750 or partial premium for PPO 400)*

*95% Health/Medical (2013 – 2014 - HMO or PPO 750 or partial premium for PPO 400)*

*95% Health Medical (2014 – 2015 - HMO or PPO 750 or partial premium for PPO 400)*

**Rationale:** The GEA believes that with the rising costs of health insurance and the current economic status, that singles should begin contributing to their health insurance premium. This will alleviate some cost for the BOE.

**Cost:** There will be no additional costs to the BOE for this proposal. Instead it would save the BOE:

**2013 – 2014 = \$12,070**

**2014 – 2015 = \$18,100**

## **RETIREMENT**

The GEA has proposed to maintain the current structure of the retirement plan and benefits that are outlined in the expired contract except for the following:

### *Non-ERO Program*

*This program is available for those retiring teachers who do not opt for, or do not qualify, for the ERO:*

- 1. Teachers can participate in this program for up to four years. In the **first three (3) years** of participation, a teacher's salary will increase by 6% based on the teacher's prior year placement on the salary schedule. In the subsequent year, a teacher's salary will increase based on the previous year's negotiated average salary increase.*

**Rationale:** Previous contracts have allowed a one year 6% salary increase for teachers that notified the district of their intent to retire four years in advance of retirement date. Most comparable districts allow 4 years of the 6% salary increase. We believe that the district should reward the teachers that have contributed to the educational excellence of our district by increasing the non-ERO retirement salary increase program from one year to three years. There is an initial increased cost to the district with the proposed change. However, in a large majority of cases the cost to the district is made up and a savings is realized by the district in the first year that the teacher retires and is replaced.

### **Post-Retirement Insurance Benefit**

*In addition, subject to the limitation described in the paragraph B.2 above, and as prescribed in the chart below, an amount equal to a percentage of a retiring teacher's final year's teaching salary will be paid to the Teachers Retirement Insurance Program (TRIP) or may be **invested in a 403B account or an account of the retiree's choice** subject to applicable federal and state taxes, no earlier than September 1 in the year of retirement and no later than January 15 in the year immediately following retirement.*

<b><i>Completed Years of Geneva Service at the Time of Retirement</i></b>	<b><i>Maximum Available for Health Insurance Purposes (An Amount Equal to a Percentage of Final year Teaching Salary)</i></b>
<i>Fifteen (15), but not less than twenty (20)</i>	<i>10%</i>
<i>Twenty (20), but less than twenty-five (25)</i>	<i>15%</i>
<i>Twenty-five (25) or more</i>	<i>20%</i>

**Rationale:** The BOE has proposed to lessen the post-retirement insurance benefit. We believe that our retirees deserve this benefit with the percentages of final year teaching salaries at the same amount as in the now expired agreement.

**SICK LEAVE**

The GEA has proposed to maintain the current structure of the sick leave benefit that is outlined in the expired contract except for the following.

***R. Sick Leave***

*Each teacher will receive sick leave benefits **according** to the **amount of sick days they have accumulated. See Chart below.** 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 guardian. Teachers may accumulate an unlimited amount of unused sick days.*

<b><i>Accumulated Sick Days</i></b>	<b><i>Maximum Amount of Sick Days per year at full pay</i></b>
<i>1 - 100 days</i>	<i>12 days</i>
<i>101 - 150 days</i>	<i>15 days</i>
<i>151 - 200 days</i>	<i>20 days</i>

**Rationale:** By increasing the amount of sick leave based off the number of accumulated sick days, we believe that teachers will be rewarded for their excellent attendance. This provides two benefits. First, there is a savings to the district with a decreased use of substitute teachers. Second, it provides an additional option to speed the retirement of teachers near the end of their careers. Teachers have the option of using additional sick days to retire earlier. In a large majority of cases, this provides a financial savings to the district (see retirement).

## **TUITION REIMBURSEMENT**

The following is proposed:

2012/2013 Reduce to \$85,500. Reimburse courses in approved degree programs at a rate of 50%.

2013/2014 Reduce to \$75,000. Reimburse courses in approved degree programs at a rate of 50%.

2014/2015 Reduce to \$50,000. Reimburse courses in approved degree programs at a rate of 50%.

**Rationale:** It is important that certified staff continue to have the opportunity to receive financial assistance in the pursuit of a graduate degree. The experience from this course work is one of the primary opportunities for staff to better their teaching, and the small investment in this is returned to students many times over. The reduction in funding is simply an acknowledgement of the current economic conditions.

## **EXTENDED DAY**

This topic was brought to the table by the Board of Education. The GEA has not received a formal proposal from the Board and, therefore, has no response or counter proposal.

## **GEA RELEASE TIME**

Continue unchanged from the 2009-2012 contract.

**Rationale:** The value of this release time for the GEA President is great given the limited opportunities for communication between the staff and the administration. This release time manifests itself through resolution of conflicts between the staff and the administration before they would result in grievances being filed. Avoidance of grievances is a positive both for the health of the staff/administrator relationship and for the reduced consultation with lawyers retained by the district.

**Cost:** There is no increase in cost to continue unchanged from current contract.

### **PROGRESSIVE DISCIPLINE**

The board proposed increasing the number of school days required between the time the administrator becomes aware of a potential offense and when the administrator informs the teacher. The GEA agrees to change from two (2) days to four (4) days.

The board proposed increasing the amount of time material related to disciplinary action or fact finding can remain in a teacher's personnel file. The GEA agrees to change from two (2) years to four (4) years.

Rationale: The GEA is willing to agree to these changes.

### **SUPERVISION**

The following Supervision language is proposed:

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

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

**Rationale:** The GEA has been a willing partner in piloting ideas like Math Lab that provide educational supports to students in need while still maintaining a manageable teaching load for staff. The clarification of the supervision definition is meant to make clear the expectations of staff in these settings.

## **SPECIAL EDUCATION**

Services to be Made Available for Serving Special Education Students

The following additions are proposed:

### *Annual Review Preparation Time*

*At the elementary & middle school level two (2) days of release time, and at the high school five (5) days of release time will be provided to the resource teachers during the year to complete paperwork for annual reviews.*

**Rationale:** Special Education Teachers have hours and hours of paperwork that needs to be done for annual reviews. At the high school level there are additional pages that are required related to the student's plan for post-high school placement. This gives them the time needed to complete this paperwork within the timeframe required.

### ***Middle School Resource Study Hall***

*The middle school resource study hall is considered an instructional period in the resource teacher's schedule.*

**Rationale:** This study hall period is the time when special education teachers teach their students' the skills they need to succeed in their academic classes. It is their most intense teaching of the day and is when they complete many of the teaching minutes required by the students' Individual Education Plans (IEPs). It is not a supervision period as it is currently classified.

### ***Elementary Resource FTE Workload Formula:***

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

### ***Resource Workload Committee***

- 1. A committee will be formed which will include the special education coordinator, a principal from each level, resource teachers from each school, the superintendent or designee, and the association president or designee. The purpose of this committee is to do an evaluation of our process for determining the workload of the resource teacher. In addition the committee will study the impact RtI and the problem solving process is having on the abilities of our staff to carry out their duties and meet the needs of the students on their caseloads. The committee will look for ways to streamline that problem solving process so it lessens that impact.*

2. *This committee will convene in the fall of the 2012/13 school year and will be a Level 1 committee, which will be in place for 2 years. It will be co-chaired by the Director of Student Services and a teacher appointed by the association. In the spring of 2014, the committee will complete a report, which will make recommendations for a process for determining resource workload as well as changes to the problem solving process. These recommendations must be approved by the superintendent and the association president and will then be presented to the Board of Education.*

**Rationale:** With the implementation of Response to Intervention (RtI), the number of meetings has drastically increased for Special Education Resource teachers. This is impacting the amount of time they can devote to the IEP students they serve. Since many of those students require a significant amount of minutes of instruction per week, the Resource teachers are finding that their time to prepare for instruction is disappearing. By allotting them 15% of their caseload for meetings their overall workload will be more manageable.

### ***Social Work/Counseling Committee***

1. *A committee will be formed which will include the Director of Student Services, a principal from each level, one or two social workers from each level, counselors from the high school and the middle school level, the superintendent or designee, and the association president or designee. The purpose of this committee is to evaluate our process for handling social-emotional issues at all levels, especially those of an emergency nature, including the roles & procedures we currently use, the job descriptions we currently have in place, the need for possible professional development in this area, and the need for additional social work or counseling staff. The role of social work and counseling in the problem solving process will also be reviewed.*
2. *This committee will convene in the fall of the 2012/13 school year and will be a Level 1 committee, which will be in place for 2 years. It will be co-chaired by the Director of Student Services and a teacher/social worker/counselor appointed by the association. In the spring of 2014, the committee will complete a report, which will make recommendations for changes to our social work/counseling procedures and work load. These recommendations must be approved by the superintendent and the association president and will then be presented to the Board of Education.*

**Rationale:** With the implementation of Response to Intervention (RtI), the amount of meetings has drastically increased for Social Workers as well. This is impacting the amount of time they can devote to the IEP students they serve and to serve the entire school population. This is of special concern with relation to the emergency situations which social workers must deal with on an irregular but frequent basis.

## **FAIR SHARE**

The Geneva Education Association has proposed fair share. Unions are required by law to represent all members of the bargaining unit regardless of their membership in the union. Fair share will, as the name implies, require all benefactors of the collective bargaining agreement to help pay for it.

**Rationale:** The Geneva Education Association has presented this to the Board of Education in previous contract negotiations. This is a widely accepted practice in most school districts. Fair share is an avenue for teachers who want to contribute to the operating costs of the bargaining unit but, for personal reasons don't belong to the union. This has been requested by Geneva teachers that have a personal / moral objection to joining the union because it allows them to contribute their "fair share" to the collective bargaining agreement costs without joining the union.

**Cost:** There is no cost associated with this change to the collective bargaining agreement.

## **INVOLUNTARY TRANSFERS**

The Geneva Education Association has proposed the addition of the following language to the collective bargaining agreement:

### ***Notification of Assignment***

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

### ***Involuntary Transfers***

*The Board reserves the right to make involuntary transfers for the general welfare of the District. An involuntary transfer is the assignment of a teacher, without his/her consent, to a department, grade level, or school different from that teacher's present assignment.*

*Involuntary transfer criteria to be used by the Board includes but is not limited to the following: certification; teaching experience; leadership ability; working relationships with colleagues; established retirement date; prior involuntary transfers; and seniority.*

*When an involuntary transfer is being contemplated for a reason not tied to fluctuating enrollment, other avenues for resolving the problem will be exhausted before such a transfer will occur, if applicable.*

*When an involuntary transfer is determined necessary by the Board the following process shall occur:*

- Step 1. The building administrator or supervisor shall meet with the teacher (before any decisions have been finalized) and inform the teacher that an involuntary transfer is likely. Both the teacher and the building administrator or supervisor shall have a right to be accompanied by a representative. At that time, the teacher may give input and ask questions. Additionally, the teacher will have three (3) school days after that initial meeting to submit more input and/or express concerns or objections in writing to the building administrator. In the event that a grade level/school change is necessary due to fluctuating enrollment at the elementary level, a preference questionnaire will be given to each of the teachers and after completion submitted to the Assistant Superintendent-Human Resources.*
- Step 2. If, after Step 1 is completed, the building administrator or supervisor determines that the teacher is to be transferred, the teacher shall be advised of that determination in writing.*
- Step 3. If the teacher objects to the determination of the building administrator or supervisor, he or she may request a meeting in writing with the Superintendent or his/her designee. The Superintendent or his/her designee shall conduct that meeting within three (3) school days of the request. Both the teacher and the Superintendent or his/her designee shall have a mutual right to be accompanied by one person at this meeting.*
- Step 4. The Superintendent or his/her designee shall notify the teacher of his or her final decision regarding the transfer of the teacher. In the event that the Superintendent or his/her designee determines that the teacher shall be transferred, the Superintendent or his/her designee will provide the teacher with a letter of assignment within three (3) school days of that meeting.*
- Step 5. In the event that after an involuntary transfer decision has been made, a vacancy occurs in the building, grade level, department where a teacher is being transferred from, the affected teacher may be given the opportunity to transfer back to the building, pending administrative approval.*

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

**Rationale:** Geneva teachers recognize the administration's need to move teachers when appropriate. Currently there is no contract language to address this issue. There is no transparency under the current system and there is a perception that the administration can and will move teachers for a variety of reasons. The Geneva Education Association recognizes the need to involuntarily transfer teachers when enrollment fluctuations change the total number of teachers necessary at a given grade level. The proposed language creates a fair protocol for the transfer of teachers when it is necessary and does not inhibit the discretion of the administration when fluctuating enrollment requires teacher transfer.

**Cost:** There is no cost associated with this change to the collective bargaining agreement.

### **SECURITY CAMERAS**

The Geneva Education Association has proposed the addition of the following language to the collective bargaining agreement:

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

*The purpose of security cameras is not to observe or evaluate the performance of a teacher or to monitor his/her behavior or conduct.*

*Security cameras will only be used in school common areas including but not limited to hallways, building entrances, administrative offices, parking lots, grounds, and cafeterias. Security cameras will not be used to film instruction and no regular teaching areas such as classrooms will be under surveillance. A teacher who wishes to conduct a class in an area where a security camera is located can inform an administrator of the time and duration of the class so that the camera will be turned off for the duration of that class. Security cameras will not be used to observe a teacher's performance or be used in the teacher evaluation process.*

*Access to the data from security cameras may be viewed by appropriate District personnel in connection with investigations of suspected illegal activity or for security reasons. Access to data involving teachers will be limited to appropriate District personnel or school attorneys, police liaison officers, law enforcement officials, and in*

*response to subpoenas or court orders. Review of this data will be done in one of the offices of the parties listed above. If the review of the security camera data reveals alleged misconduct by a teacher, the teacher and the Association President will be notified and may review the data depicting the alleged teacher misconduct. The imposing of any discipline against a teacher as a result of an investigation using security camera data shall be in accordance with the Progressive Discipline section of this Agreement.*

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

**Rationale:** The school board has decided to install security cameras at Geneva High School. The goal of the new surveillance system is to monitor areas of the building that are not being directly monitored by school employees. This proposed language is meant to govern the use of those cameras and outline the proper procedure for the use of any footage from those cameras.