

MEMORANDUM

EDWARDSVILLE SCHOOL DISTRICT #7

Email and Regular Mail

TO: Glen Reed, Federal Mediator

FROM: Ed Hightower, Superintendent

DATE: August 2, 2012

SUBJECT: Board of Education Last Best and Final Offer and Cost Summary

CC: Sallie Clark and Dave Boedeker, EEA Co-Presidents

In accordance with the Illinois Educational Labor Relations Act, 115ILCS5/1 *et seq.*, please find enclosed the Board of Education's last, best and final offer and cost summary. The Association is required to submit its final offer and cost summary to you before close of business today. Upon receipt of the Association's submission, please forward a copy to my office.

**Edwardsville Community Unit School District No. 7 Board of Education
Last, Best, Final Package Offer Presented to the
Edwardsville Education Association July 26, 2012**

Submitted to the Federal Mediator and EEA on August 2, 2012

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Note: Proposed additions to existing contract language are denoted blue/underscored, and deletions to existing contract language are denoted red/strikethrough

BOARD LANGUAGE PROPOSALS

BOARD PROPOSAL: ARTICLE III, SECTION K: EXPERIENCE CREDIT

RATIONALE: The Board proposes to modify contract language to make clear that teachers only receive a step movement on the salary schedule if a step movement is part of the negotiated salary increase. Without this language change, teachers will continue to claim they are automatically entitled to receive a step movement on the salary schedule at the beginning of a school year, even if the parties have not completed negotiations for a new contract and even if the Board is offering a salary freeze.

COST/SAVINGS: Approximately \$650,000

CONTRACT LANGUAGE MODIFICATIONS:

- A.** **Teachers eligible for step movement shall receive the step movement on the salary schedule in each year of the agreement, provided that the parties agreed upon step movement for the applicable contract year. For example, if the parties agreed to a three year contract with no step movement in year one and step movement in years 2 and 3, the teachers shall receive step movement in years 2 and 3.**
- B.** Any teacher employed in District 7 for at least one full semester of a school year will receive one full year's credit on the salary schedule for that part of the year which was taught. However, any teacher who has more than one partial year of credit will not receive a full year of credit for each partial year. The total number of months taught will be divided by nine in order to determine the number of years of credit to be allowed.
- C.** Credit, not to exceed one year, will be given for at least one full calendar year of service in the Armed Forces of the U.S. or in the Peace Corps of the United States. Salary schedule credit shall be for professional services rendered during the school term as defined in the school calendar.
- D.** As of March 1, 1995, credit shall be given for any combinations of private, parochial or government agency professional experience, not to exceed five (5) years credit at the time of employment in District 7.

BOARD PROPOSAL: ARTICLE VII, SECTION C: BOARD PAID RETIREMENT

RATIONALE: The Board pays 9.4% of the teachers' annual salary or 100% of their required contribution to their retirement pension fund (TRS). Teachers do not currently contribute to their state retirement pension fund. The Board will continue to pay 9.4% annually toward TRS contributions for teachers. However, the Board will not assume the risk of future TRS increases nor obligate the taxpayers to fund future liabilities.

In addition to the Board's \$3 million contribution to the District 7 teacher pension fund, the State also contributes approximately \$7 million annually. Proposed legislation would shift the State's pension obligation to District 7 and its local taxpayers.

The critical concern for all school districts and their taxpayers is the unknown, as Illinois legislators are undecided on Illinois Teacher Retirement System reform.

COST/SAVINGS: Approximately \$300,000 additional costs to the District for each 1% increase above 9.4%.

CONTRACT LANGUAGE MODIFICATIONS:

The Board shall contribute, on behalf of each teacher, up to a maximum of 9.4% of the teacher's creditable earnings to TRS. A teacher's contributions to TRS above the amount the Board contributes will be the teacher's responsibility and tax sheltered as permitted by law. ~~shelter the full teacher contribution to the Illinois Teacher Retirement System.~~ Both the total salary and taxable salary will be printed separately on the agreed salary schedule and be included as part of the Agreement.

BOARD PROPOSAL: ARTICLE VIII, SECTION G.3: STIPENDS

RATIONALE: The Board proposes to modify contract language to make clear that teachers only receive a step movement on the stipend salary schedule if a step movement is part of the negotiated salary increase. Without this language change, teachers will continue to claim they are automatically entitled to receive a step movement on the stipend salary schedule at the beginning of a school year, even if the parties have not completed negotiations for a new contract and even if the Board is offering a salary freeze.

COST/SAVINGS: \$75,000 savings

CONTRACT LANGUAGE MODIFICATIONS:

- a. If circumstances exist because of a lack of interest or not having a qualified coaching and/or teaching applicant, or because of the elimination of a program, the extra pay stipend will not be paid for that position.
- b. Credit (steps) will be given on the high school assistant coaching schedule for experience obtained within the district as an assistant coach, head coach, or other activity sponsor regardless of the grade level, as long as that experience was in the activity for which the individual is being paid a stipend. Credit will also be given when moving from high school coaching to middle school coaching.
- c. **Coaches eligible for a step movement shall receive the step movement on the stipend schedule in each year of the agreement, provided that the parties agreed upon step movement for the applicable contract year. For example, if the parties agreed to a three year contract with no step movement in year one and step movement in years 2 and 3, the coaches shall receive step movement in years 2 and 3.**
- d. The district, at its sole discretion, may award credit (steps) for experience obtained outside the district as an assistant coach, head coach, or other activity sponsor regardless of the grade level, as long as that experience was in the activity for which the individual is being paid a stipend.

BOARD PROPOSAL: ARTICLE V, SECTION A: CLASS SIZE

RATIONALE: Reasonable class size remains a priority for the Board of Education for the delivery of quality instruction. The Board has recalled 23 teachers who were released in March to ensure that the anticipated class size averages are met.

Although the Board is proposing an increase in class size of 2-3 students, the Board's intention is to meet its goal of the anticipated class size averages that are outlined in the chart below:

| Grade Level | Class Size Language 2011-2012 | Proposed Modifications to Class Size Language | Anticipated Class Size Averages for 2012-2013 |
|--------------------|--|--|--|
| KDG | 23 | 26 | 22 |
| Grades 1-3 | 24 | 27 | 23 |
| Grades 4-5 | 28 | 30 | 27 |
| Grades 6-8 | 29 | 32 | 29-30 |
| Grades 9-12 | 34 | 34 | 29-30 |

It is critical that the current class size language be modified to eliminate restrictive contract language that requires the Board to hire a new teacher at a cost of approximately \$45,000 when class size is exceeded by one student.

For example, in January 2012, upon returning from the holiday break, two additional students enrolled at Cassens Elementary School fourth grade. The EEA union leadership demanded that the Board follow the current contract and add two fourth grade teachers, resulting in additional costs and a split of the entire fourth grade of 169 students. This example, a common occurrence that results from the restrictive contract language, causes a disruption in the instructional process, emotional distress for students and parents, and added costs to the District.

It is critical that the restrictive class size language be modified in order to provide flexibility to stabilize and control short term and future costs.

COST/SAVINGS: \$765,000 annual savings

CONTRACT LANGUAGE MODIFICATIONS:

CLASS SIZE (K-12): The Board is committed to maintaining reasonable class size. Class size will be based on sixth day attendance at the beginning of each semester. In order to be counted in the

enrollment, a student must be in attendance at least one full day of scheduled attendance and currently enrolled in the District.

No class that exceeds stated limits will be split unless the Board decides to do so in its discretion.

In the event a teacher's class size exceeds the agreed upon language on the 6th day of student attendance/enrollment, the Board will provide a maximum of one assistant or teacher per that grade level/department within that building. If a teacher's class size exceeds the stated limits on the seventh student attendance day through the end of the semester, the class size limit shall not apply, and the District is not required but may provide an assistant or teacher to that grade level/department within that building. For example, if two sections of first grade in an elementary building each exceed 27 students on the 6th day of student attendance, the Board will add one support person for that grade level.

1) Elementary Class Size (K-5):

- a) An elementary student must be physically present (push/pull) in a teacher's classroom for more than half a day in order to be included in the teacher's class size count.
- b) The following elementary classes, including but not limited to; gifted/challenge/high math, PE, Art, Performing Arts, Foreign Language, Technology Instruction, shall not be subject to the class size limits.

| Grade | Current Language | Proposed Language |
|--------------|------------------|-------------------|
| Kindergarten | 23 | 26 |
| 1-3 | 24 | 27 |
| 4-5 | 28 | 30 |

2) Middle School Class Size (6-8)

- a) All middle school classes will be limited to 32 students per class or a maximum of 192 daily student contacts per teacher, with the exception of PE and Performing Arts. The following middle school classes, including but not limited to; activity periods, Shop, PE/Health, Art, Performing Arts, Foreign Language, Technology Instruction, shall not be subject to the class size limits and daily student contact limits.

| Grade | Current Language | Proposed Language |
|-------|------------------|---|
| 6-8 | 29 | 32/with daily maximum of 192 student contacts per teacher |

3) High School Class Size (9-12)

- a) All high school classes will be limited to 34 students per class or a maximum of 170 daily student contacts per teacher, with the exception of PE, Study Hall and Performing Arts. Performing Arts, PE/Health, and Study Hall shall not be subject to the class size limits and no maximum student contacts per teacher.

| Grade | Current Language | Proposed Language |
|-------|--|---|
| 9-12 | 34/with maximum of 153/166 student contacts per teacher. | 34/with daily maximum of 170 student contacts per teacher |

~~A. ELEMENTARY CLASS SIZE:~~

~~KINDERGARTEN~~

- ~~0-23 ————— No assistant
 24-26 ————— Six hour assistant**
 27 ————— Two sections
 53 ————— Three sections
 79 ————— Four sections
 105 ————— Five sections
 131 ————— Six sections
 157 ————— Seven sections
 183 ————— Eight sections
 209 ————— Nine sections~~

~~**A six hour assistant applies when both morning and afternoon class size falls within these guidelines. A three hour assistant will be provided when only the morning or afternoon class size falls within these guidelines.~~

~~PRIMARY (1-3) —————~~

- ~~0-24 ————— No assistant
 25-26 ————— Three hour assistant
 27-28 ————— Six hour assistant
 29 ————— Two sections
 57 ————— Three sections
 85 ————— Four sections
 113 ————— Five Sections
 141 ————— Six sections
 169 ————— Seven sections
 197 ————— Eight sections
 225 ————— Nine sections~~

INTERMEDIATE (4-5)

| | |
|------|-----------------|
| 0-28 | No assistant |
| 29 | Two sections |
| 57 | Three sections |
| 85 | Four sections |
| 113 | Five sections |
| 141 | Six sections |
| 169 | Seven sections |
| 197 | Eight sections |
| 225 | Nine sections |
| 253 | Ten sections |
| 281 | Eleven sections |

- a. ~~Class size will be based on sixth day attendance at the beginning of each semester. A student must be in attendance at least one day or be confirmed through personal contact in order to be counted in the enrollment. A student must be in the classroom at least one half of his/her day to be used in the class count.~~
- b. ~~Combination classes will only be examined/used under the following two conditions.~~
 - 1. ~~No available space in an attendance center to form a new class.~~
 - 2. ~~Enrollment in any grade level is fifteen (15) or less.~~
- c. ~~All educational assistants are to be employed no later than the twentieth (20th) day of student attendance if satisfactory applicants are available.~~
- d. ~~An effort will be made to balance the integration of special education students. When concerns arise the principal will meet with the involved teachers to discuss alternatives. For specialist classroom instruction (art, music, and P.E.) the integrated student(s) may be accompanied by an educational assistant, if available, and if mutually agreeable.~~
- e. ~~If an unforeseen event prevents a building from opening, a joint committee will be formed by the presidents of the respective organizations to consider class size alternatives.~~

B. MIDDLE SCHOOL CLASS SIZE:

~~Middle School (6, 7, 8) class size shall not exceed 29 with the exception of P.E. and Music. Middle School teacher's daily pupil instructional contacts shall not exceed one hundred sixty five (165). If a Music and/or P.E. class is in excess of thirty four (34) after the first month of school, of any given semester, the following procedure will be adhered to:~~

- a. ~~A teacher or teachers, through their department chairperson will present the problems to the building principal.~~

- ~~b. The building principal, department chairperson, and affected teacher/teachers will work together to seek a solution which is in keeping with the facilities, class activity, nature of the student(s) and Board Policy.~~
- ~~e. An appeal may be made if the teacher(s) or department chairpersons are not satisfied with the solution.~~
- ~~d. The appeal shall be made to the building principal. The building principal shall arrange for a meeting between the teacher(s) involved, the Superintendent, and the principal to discuss the problem and alternate solutions.~~
- ~~e. If the problem is not resolved at this meeting, the Superintendent shall give a written report to the Association within two weeks after the above mentioned meeting, stating the reasons the problem cannot be resolved, and a copy of the report will be presented to the Board in an open meeting.~~

~~Any solutions reached on class size at the Middle Schools will be in keeping with facilities, class activity, nature of the student(s), and Board Policy.~~

~~1. SENIOR HIGH CLASS SIZE:~~

~~Senior High class size will be a maximum of thirty four (34) and a maximum of one hundred fifty three (153) contacts per teacher, except for P.E. and Keyboarding, which will have a maximum of one hundred sixty six (166) contacts per teacher.~~

~~There will be no class size limit in Study Hall and Music.~~

~~If a class size is in excess of thirty (30) after September 20th of the first semester and February 8th of the second semester, the following procedure will be adhered to for scheduling:~~

- ~~a. A teacher or teachers, through their department chairperson, will present the problems to the building principal.~~
- ~~b. The building principal, department chairperson, and affected teacher/teachers will work together to seek a solution which is in keeping with the facilities, class activity, nature of the student(s), and Board Policy.~~
- ~~e. An appeal may be made if the teacher(s) or department chairpersons are not satisfied with the solution.~~
- ~~d. The appeal shall be made to the building principal. The building principal shall arrange for a meeting between the teacher(s) involved, the Superintendent, and the principal to discuss the problem and alternate solutions.~~
- ~~e. If the problem is not resolved at this meeting, the Superintendent shall give a written report to the Association within two weeks after the above mentioned meeting, stating the reasons the problem cannot be resolved. A copy of the report will be presented to the Board in an open meeting.~~

HEALTH INSURANCE

BOARD PROPOSAL: ARTICLE VI, SECTION E, INSURANCE

RATIONALE: The Board currently pays 100% of the health insurance premium for each individual teacher, which costs \$3.3 million annually. The Board has offered to continue paying 100% of the health insurance costs over the next three years and will assume the risk of any health insurance rate increases in 2013-2014 and 2014-2015.

COST/SAVINGS: \$170,000 additional costs

NO CHANGE TO CONTRACT LANGUAGE:

1. For each full-time employee who desires to participate, the Board shall pay 100% of the cost of the premium for single coverage under a group health insurance plan for the duration of the contract.
2. In addition to the Board's contribution for single coverage, the Board shall contribute \$50.00 each month toward a group health plan for family/spouse coverage for each full-time employee who desires to participate in the family/spouse plan.
3. Part time teachers are entitled to participate in the District's group health plan. For part-time teachers participating in the District's group health plan, the Board shall contribute an amount each month toward a group health plan for only single coverage in proportion to the percentage of time worked. (Example – A high school teacher teaching one class would get 20% of the premium paid to full-time teachers).
4. All employees are subject to eligibility requirements.
5. The Board will provide full-time teachers enrolled in the single coverage health insurance plan with \$20,000 term life insurance policy. Full-time teachers that forego all health insurance coverage will be provided Board paid term life insurance in the amount of \$60,000.
6. **Insurance Committee.** A representative committee made up of all groups of employees (with at least 50% of the committee members named by the Association) will meet with the Superintendent and/or his/her designee and any other representative or employee that the Board may select (other than employees within this bargaining unit) to consider ways to reduce premiums and contain insurance costs and to provide input to the Board regarding health insurance coverages. The Board recognizes that the continuity of insurance providers is desirable. If the Board considers changing providers it will so notify the Insurance Committee which may evaluate and make recommendations to the Board regarding alternatives. The Board shall make the final decisions concerning the District's group health plan and providers.
7. Anyone on an approved leave of absence may keep his/her insurance coverage by paying the premium to the district in two semi-annual payments by June 26 and December 26.

Board Response to Association's Language Proposals

ASSOCIATION PROPOSAL: ARTICLE III, SECTION C - JUST CAUSE

RATIONALE: The Association is proposing to add "just cause" language to the contract for the sole purpose of protecting teachers that fail to follow established work rules or engage in misconduct. During negotiations on July 11, 2012, the IEA Representative claimed a teacher was issued a reprimand without just cause for placing a pencil on the desk. That is a good example of why the Board will not agree to just cause language. The Board has no interest in adding language to the contract that will result in costly grievances and arbitrations over what conduct is or is not just cause for discipline. The Board will maintain its managerial right to take appropriate disciplinary action against probationary and tenured teachers that do not adhere to District work rules and expectations. Probationary teachers do not have any legal protection concerning continued employment during their four-year probationary period. Tenured teachers are already protected and entitled to substantial due process under the Illinois School Code.

COST/SAVINGS: Unknown, but could result in substantial costs if teachers are allowed to grieve and arbitrate minor disciplinary infractions.

ASSOCIATION CONTRACT LANGUAGE MODIFICATIONS:

Employees shall not be disciplined without just cause. Discipline shall be defined as oral or written reprimand, suspension with or without pay, or dismissal, and it shall be progressive. Any teacher who is required to appear before the Board, or a committee of the Board, ~~or a group of three (3) or more administrators~~ **an administrator(s) for any meeting**, on a possible disciplinary matter, shall be notified in writing at least three (3) days in advance. The three day notification limit may be waived if both parties agree. The teacher shall be notified of the reasons for the appearance and may at his/her discretion be accompanied by a representative of the Association who may advise and/or represent him/her.

ASSOCIATION PROPOSAL: ARTICLE III SECTION H – WORK DAY

RATIONALE:

The Association is proposing to add contract language that would require:

- The Board to provide “comp time” if a teacher is required to perform duties that take place outside their normal 7¾ workday.
- The Association is proposing language to prohibit the administration from making comments in a teacher’s evaluation concerning participation or lack of participation in professional development activities.

The Board will not agree to this language. Teachers are expected to actively pursue professional growth activities and administrators will continue to comment, either positively or negatively, on teacher’s attendance at workshops or other professional growth opportunities offered outside the workday in their evaluations.

The Board will continue to, as it has in the past, expect certified staff to participate in both voluntary and mandatory professional development and school activities offered during and outside the workday. The administration will continue to document employees’ participation (voluntary or mandatory), in professional development and school activities, and such will appear in employees’ performance evaluations.

COST/SAVINGS: Substantial additional unknown costs for “comp time.”

CONTRACT LANGUAGE MODIFICATIONS:

The normal work day for all full-time certificated personnel will be 7 and ¾ hours.

1. Each school principal, after consulting with his/her faculty, will set the workday starting and closing times to best meet the needs of the staff and students attending each school. ~~Teachers will be available for open houses and student/parent conferences, unless excused by their administrator due to some unavoidable conflict.~~ An effort will be made to schedule meetings during the work day. Required meetings held outside the workday will be kept to a minimum. **If a meeting/activity/duty is not paid, participation by an EEA member is not required and may not be mentioned, positively or negatively, in that member’s performance evaluation. EEA members with a non-teaching assignment can, at the EEA member’s discretion, accept comp time to perform duties which are required but take place outside their building’s normal work day. The District-wide parent teacher conferences occurring in November and parent meetings regarding individual students during the school year which occur outside the normal work day are exempt from this provision. One Open House per school year is also exempt.** Nothing in this provision is intended to affect the legal provision for a duty-free lunch period.

2. It is recognized that staffing may have to be held beyond the regular school day. If this occurs, building administrators will allow those teachers to leave early or come in later to adjust for the time. Paid compensation (per section H.1) will be made when teachers attend meetings or staffing on dates designated non-work days on the school calendar.

SALARY

BOARD SALARY PROPOSAL

Rationale: During the past four years, the Board has reduced its operating expenditures by \$12 million in an effort to stabilize the District's operations as a result of the decline in local property tax revenues and the decline in state funding to District 7 of over 40% or \$7.5 million.

The State's failure to meet its obligations has forced the Board to use most of its working cash reserves in an effort to keep from borrowing money, having massive employee layoffs, and going back to the taxpayers who are already struggling to provide over 76% of the District's revenue. The state still owes District 7 approximately \$2 million from the last fiscal year.

The Board's salary offer is:

- Year 1 – Salary freeze
- Year 2 – Step and lane movement, which equals a 2% increase
- Year 3 – Step and lane movement, which equals a 2% increase

The Board's proposal represents an increase of 4% over three years, for a total of \$1.3 million in new salary costs.

The parents and taxpayers of this community provide this district with over 76% of its revenue to support the educational needs of their children and salaries/benefits for District 7 employees. The Board has made it clear during the past four years that the District will live within its means, not engage in deficit spending, and not place an additional financial burden on the taxpayers at this time.

ASSOCIATION SALARY PROPOSAL

Over 415 employees, including the ESSPA, the EFSE, all administrators, and exempt personnel, have taken a two-year or longer salary freeze. *The EEA, the only employee group that has not experienced a salary freeze during this economic crisis, is demanding an increase of more than 8% over the three-year period, which equates to over \$2.3 million in new salary costs.*

The Association is demanding the following:

- Year 1 – A **.25%** increase on the base salary and step and lane movement, which equals a **2.25-2.50%** increase
- Year 2 – A **.50%** increase on the base salary and step and lane movement, which equals a **2.50-2.75%** increase
- Year 3 – A **.50%** increase on the base salary and step and lane movement, which equals a **2.50-2.75%** increase