

Byron Education Association Latest Offer As of December 27, 2016

The professional educators of Byron are dedicated to providing the highest quality education possible to students of our community.

We believe in the quality of our schools.

We know it takes the continuing commitment of all stakeholders to build the kind of school system that fully supports students and enhances the quality of the community. Maintaining and improving education is an investment in our collective future in Byron. The quality of the school system is paramount to sustaining the growth of our community.

Our goal in these negotiations has been to offer proposals that protect educational programs and support the effort to attract and retain high quality professionals to serve the students.

We believe Byron students need and deserve:

- Educational programs that meet their individual, academic and social needs
- Maintaining and/or returning to reasonable class sizes at schools so that teachers can reach each individual student
- Maintaining and improving our already excellent curriculum
- Maintaining/restoring the successful teacher teaming concepts at all levels
- Restoring a true Middle School model of teaching in grades 6 through 8.
- Teachers who are highly trained and up-to-date in academics and class preparedness
- Teachers who are attracted to the school district and want to stay here because of competitive wages, hours and working conditions
- Safe learning environments that are adequately supervised

Since 2013, Byron teachers have witnessed the reduction of services to students. The Board of Education has **cut over 10% of its faculty, cut the curriculum director, and cut all team leader/team facilitator positions** while at the same time giving healthy administrative raises. The total number of teachers has been reduced, forcing increased class sizes and reducing education quality. Over the past four years, the Board of Education awarded Byron CUSD #226 Superintendent, **Dr. James Hammack, an annual 6% raise. The fiscal director, Christian Kerr, received a \$20,000 increase in salary in fiscal year 2016 and will receive an additional 4% raise in fiscal years 2017 and 2018.** During the same time period, the high school and elementary principals each received a **3.5% increase** for each of three years. Additionally, the Board pays **all** the administrative team's employee retirement contributions and employee insurance premium contributions for single and/or family medical coverage. All non-administrative employees in the District **pay the entire employee** portion of the retirement contributions and a significant portion of the single and family insurance premiums. The Board of Education currently has a surplus of \$11 million in the education reserve fund and has received the highest financial recognition status possible from the Illinois State Board of Education. This is not the profile of a district that is experiencing financial difficulty.

We feel as if negotiations have been nonproductive from the first day due to the Board's unwillingness to work in a collaborative manner. The Byron Education Association has offered concessions in insurance benefits, retirement incentives, and PNA stipend. The Board would like the public to believe that these retirement incentives and stipends are "bonuses". However, these are not bonuses, never were bonuses, and are not referred to as bonuses in our contract. These were negotiated items taken in lieu of payment on the regular salary schedule. We believe that fair compromise is key to resolving these items in a way that will serve the community now and in the future. We also believe that further cutting support for education will not lead to sustained growth and improvement of our community. To date, the Byron Education Association has offered concessions in nearly every area related to compensation and benefits. In addition to the Board's insistence on numerous financial concessions, the Board negotiators

have avoided any discussion of the Association's language proposals and, in fact, called for a federal mediator before any language proposals were ever considered. Furthermore, although the Board negotiators have verbally alluded to agreement on some language items, they have refused to reduce to writing and sign off on any tentative agreements as agreed upon in item 11 of the attached ground rules for negotiations, signed and agreed upon by both parties prior to the exchange of any proposals. Additionally, the Board has called an impasse prior to receiving the Association's response to the Board's most recent offer made on December 5. Our plan has been to provide our response at the mediation session scheduled for January 9, 2017. The Association was taken aback by the Board's submission of its letter declaring impasse to the Illinois Educational Labor Relations Board on December 27, 2016. The letter was submitted during the District's winter break and prior to the next scheduled mediation session on January 9, 2017.

Despite the frustrations of such an unproductive negotiation process, the teachers have continued to offer quality instruction to students. In 2015-16, Mary Morgan students achieved their highest growth scores on MAP testing. Byron Middle School had the highest total composite score for reading, math, and language. Byron High School students had their highest composite ACT score over a 13-year time span. In 2016, Byron Schools ranked as 31st best out of 404 Illinois districts by the NICHE report. Byron educators also ranked in the top 12% for teacher quality.

It is against this backdrop that Byron teachers have put forth a series of proposals designed to maintain and/or improve quality in the school district. This document constitutes the Association's offer, as required by Section 12(a-5)(2) of the *Illinois Educational Labor Relations Act* (115 ILCS 5/12(a-5)(2)). The Association's latest proposals to the Board and Negotiation Ground Rules are presented below:

Neither party has proposed changes to the following Articles:

Article I: Recognition
Article II: Complete Understanding
Article III: Management Rights
Article VI: Employee Rights
Article V: Association Rights
Article VII: Additional Bargaining
Article VIII: Negotiation of Subsequent Contract
Article X: Experience
Article XI: Training and Education
Article XVI: Personal Leave
Article XVII: Personnel Files
Article XVIII: Public Complaint(s) Against a Teacher
Article XIX: Length of Continuing Service with the District
Article XXI: No Strike Clause

The parties have not reached agreement on the following articles. Current contract language appears in normal print with no strike outs. Proposed language changes or additions appear underlined in bold print and proposed deletions appear in regular print with a strike out.

Article VI Working Conditions

Language proposed by Byron EA:

6.2 If practical, upon the request of the Association, vending machines shall be installed in the teachers' lunchroom areas. The profits from all such machines shall be remitted to the Association for student scholarships. **If the profits from the vending machines in the teachers' lunchroom are not ascertainable by the vendor or less than \$1,250.00, the Board agrees to remit the minimum sum of \$1,250.00 to the Association on or before May 1 of each year for student scholarships.**

- **RATIONALE:** The Association proposed this language to guarantee a minimum amount from vending machine sales in order to better anticipate the number of student scholarships and or the amount of each scholarship that is awarded regardless of the amount of funds generated from year to year.
- **COST:** The amount of \$1,250.00 is less than the amount of money that has been generated in past years, so there is increased cost to the Board over the previous year.
- **BOARD RESPONSE:** The Board has not rejected this proposal but has refused to comply with the ground rules agreed upon for negotiations and sign a written tentative agreement for Article 6.2.

Language proposed by Byron EA:

6.5 Teachers shall administer all Board-approved means of assessing student progress. Each teacher shall maintain the responsibility and right to determine grades and assess students within the District's policies and based upon his or her professional judgment. **Teachers shall not receive extra compensation for assisting with the administration of standardized testing so long as a variation in schedule to accommodate the administration of standardized tests which increases student contact time has been mutually agreed to by the Association and Board prior to the occurrence of the schedule change.**

District policy shall provide the procedure and reasons by and for which a grade or assessment may be changed. However, a grade or assessment of a student shall not be changed without notification to the teacher concerning the nature and reasons for the change, including a change due to an altered consequence for cheating. If any such change is made, the person making the change shall assume full responsibility for determining the grade or assessment, and shall initial such change.

- **RATIONALE:** The Association currently has submitted a grievance to binding arbitration and has offered this proposal in the hopes of settling the grievance and avoiding the cost to the Board of an arbitration case.
- **COST:** No cost increase associated with this proposal and a projected savings in legal costs to the District by avoiding binding arbitration.
- **BOARD RESPONSE:** The Board has rejected this proposal and has offered no rationale.

Language proposed by Byron EA:

6.6 To foster and maintain open lines of communication and a collaborative decision-making process between the Board, Administration, and the Association, there will be ~~six (6)~~ **two (2)** meetings per year (in the months of ~~September, October, November, February, and March, and April~~) for the purpose of discussing how the Association and Board can best work together to maintain and improve the District's educational programs and processes. These meetings will be scheduled to take place from 6:00 p.m. – 7:30 p.m. A light meal will be available to all participants beginning at 5:30 p.m. These meetings shall include the Superintendent, at least two Board of Education members, the building principals, the Director of Special Education, and two (2) representative members of the Association from each school. Representatives of BESPAs will also be invited to attend. The dates for such meetings shall be decided upon by the Association President and the Superintendent no later than August 31 of each school year. The Association President and the Superintendent shall prepare an agenda focusing on 1) educational programs and 2) processes for District improvement at least one week in advance of each meeting and shall act as co-facilitators at the meeting. The group shall establish norms and ground rules at the September meeting. It is expressly understood and agreed that such meetings do not constitute bargaining nor grievance processing. By mutual agreement of the parties, a specific meeting or meetings can be waived.

- **RATIONALE:** The Association proposes this language change because the current number of meetings are either not being held, or there is no substantive progress made. The Association wishes to work on building a trusting, collaborative relationship with the Board by shortening the

amount of time spent in meetings. The Association has no objection to meeting more often when necessary to strengthen the collaborative relationship with the Board.

- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** The Board has not rejected this proposal but has refused to comply with the ground rules agreed upon for negotiations and sign a written tentative agreement for Article 6.6.

Language proposed by Byron EA:

6.10 The parties acknowledge that at the time of execution of this Agreement the schedule for full-time teachers varies according to attendance center and as set forth below:

Mary Morgan Elementary School

318 instructional/student contact minutes
72 preparation minutes (daily average per week due to specials, etc.)
50 pre and post school minutes
440 minutes total

Byron Middle School

304 instructional/student contact minutes
84 preparation minutes (daily)
52 pre and post school minutes
440 minutes total

Byron High School

301 instructional/student contact minutes
81 preparation minutes (daily)
58 pre and post school minutes
440 minutes total

In the event any variation in the above schedules becomes necessary, the District shall nevertheless ensure that teachers at each of the three attendance centers shall have preparation minutes every school day.

The parties acknowledge that the middle school schedule may be modified due to a change in the current middle school educational delivery model. Further the parties acknowledge that the Board has a duty to bargain with the Association over the impact of any modifications in the middle school schedule or educational delivery model.

The Administration shall, in consultation with the Building Association Representative, ~~and, if necessary, the Team Leader and/or Facilitator,~~ determine the times and duration of team meetings.

- **RATIONALE:** The Association proposes this language to ensure that the students' academic and social/emotional needs are met whatever the educational delivery model the Board chooses to implement. Additionally, the Association wishes to ensure adequate teacher planning/preparation time for the purpose of developing meaningful curriculum and facilitating student growth and achievement.
- **COST:** The cost value of this proposal is tied directly to the Board's decisions regarding the educational delivery model.
- **BOARD RESPONSE:** The Board has rejected this proposal and has offered no rationale.

Language proposed by Byron EA:

6.12 The Board and the Association shall convene a joint committee to develop guidelines for attire. The committee will be reconvened yearly, prior to the end of each school year, to review the current guidelines for attire and determine if any changes should be implemented for the next

school year. If no joint committee is convened then the current guidelines will remain in place for the subsequent school year. Guidelines for attire will be distributed electronically. The committee will be composed of an equal number of representatives of the Board and the Association not to exceed a total of eight (8) committee members. The Board and the Association shall each select its own committee members and each shall designate a co-convenor. The Board's representatives shall include at least one Board member. The initial guidelines and any subsequent changes will be approved by majority vote of the committee members.

- **RATIONALE:** The Association proposes this to avoid the implementation of an arbitrary, antiquated dress code with no research based evidence that any dress code will improve student learning.
- **COST:** No cost value to this proposal
- **BOARD RESPONSE:** The Board has not rejected this proposal but has refused to comply with the ground rules agreed upon for negotiations and sign a written tentative agreement for Article 6.12.

Article 9: Compensation

Language proposed by Byron EA:

9.1 Teacher salaries shall be determined based on the combination of acceptable years of experience and education as per the salary schedules attached as Appendix A to this Agreement.

The Association has proposed changes to the Appendix A which will be provided under the topic of salary in this document.

9.2 In addition to the annual salary, as set forth in paragraph 9.1, each teacher will receive a \$1,584 payment (the "Payment") from which the District agrees to withhold his or her required contribution to TRS and THIS and remit said amounts to TRS and THIS on behalf of said teacher as provided for in paragraph 13.1 herein.

Notwithstanding the foregoing, those teachers who are participating in the District's early retirement plan pursuant to Section 13.6 of the Agreement will not be eligible to receive the Payment each school year.

If a retiring teacher receives any portion of the Payment, causing the District to incur any penalties or non-refundable, one-time contributions to TRS, then the teacher's employer contribution, as set forth in Section 13.6, will be forfeited.

The Association has proposed changes to this PNA stipend payment that will be provided under the topic of salary in this document.

9.4 Teacher extra duty pay for internal substitute teaching, teaching summer school and mentoring shall be based on the Extra Duty Schedule attached as Appendix C to this Agreement.

Please refer to Appendix C of this document to view the Association's proposed changes.

Association Proposals for Article 12

Language proposed by Byron EA

12.2.D No language has been proposed by either party. The parties have verbal agreement on costs pertaining to co-payments, deductibles, out-of-pocket expenses and prescription drug costs, but no tentative agreement has been signed by the parties. The Board has resisted signing

any tentative agreement related to compensation and insists on all compensation items being negotiated as a package.

12.4 Teachers shall be paid by either eighteen (18) equal payments from August 28 until May deducted in equal amounts which correspond with each individual employee's pay schedule.

Before the first paycheck of each school year, the District office shall provide each teacher an accounting of their upcoming year's salary and deductions. The District shall provide each employee with a salary verification sheet for the upcoming year's salary, including the employee's salary step and lane amount, number and amount of each payroll installment and payroll deductions. The verification sheet will be provided on or before August 20 of each school year by notification via email that their salary and deduction information is available on Skyward and notifying them how to access the information screen on Skyward. Any teacher who needs assistance accessing the information on Skyward can contact the Business Office and individual assistance will be provided.

Teachers must be paid within 21 days of the start of the school year according to the standard teacher contract. If the start of the standard teaching contract would result in a gap of more than 21 days between pay dates for the 24 paid employees, a change in the first pay date would have to be mutually agreed upon.

~~Beginning in the 2015-16 school year~~ **The** first standard teacher contract day cannot be earlier than August 10.

- **RATIONALE:** The Association proposes this language to memorialize a grievance settlement signed on June 20, 2016.
- **COST:** There is no cost associated with this proposal.
- **BOARD RESPONSE:** The Board has not rejected this proposal but has refused to comply with the ground rules agreed upon for negotiations and sign a written tentative agreement for Article 12.4

Article XIII Retirement Contributions

Language proposed by Byron EA

13.6 Early Retirement Incentive Plan

A. A teacher who, at the date of retirement, (a) has a minimum of fifteen (15) years of creditable service with the District; (b) is at least 55 years of age; (c) has sufficient creditable service with the Illinois Teacher's Retirement System (TRS) to retire with a full non-discounted, non-ERO pension; (d) can demonstrate, before participation, that the District will incur no TRS penalties or one-time refundable contributions **with the exception of gifting of contractual sick leave**; and (e) meets the participation deadlines set forth below, will be eligible to participate in the District's early retirement incentive plan as set forth below.

Options: No Proposed Changes

The 6.0% increase in total creditable earnings set forth in each option above is for all duties, (e.g. teaching, extra-curricular, internal substituting, mentoring, etc.) held by the teacher at the time of notification. If the teacher resigns from any extra-curricular duty after such notification, that amount will be subtracted from his/her compensation. A teacher shall not be removed from a stipend position without just cause. **In the event a teacher is involuntarily removed from a stipend or extra duty position due to the elimination of the position(s) following such notification and is not assigned other duties similar in nature and compensation, the teacher will suffer no adjustment in the 6% compensation, including any teacher who has given such notification prior to 2016-2017 school**

term. A teacher will not be assigned to any compensated duty during his/her years of participation in the plan if it causes an increase of more than 6.0% over the previous year's creditable earnings.

Once the compensation for all non-teaching duties has been determined for the exit year (the year before the teacher is removed from the salary schedule pursuant to this Section 13.6), it is expected that the teacher will perform that amount of extra-duties (e.g. curriculum work, mentoring, ticket taker, etc.) each year he or she participates in the District retirement incentive plan; provided, however, extra-curricular duties will be handled as set forth above. Teachers are required to document all extra duties on time sheets that must be turned in immediately to the District office.

On or before March 1 of each fiscal year, each participant in the District retirement incentive plan will be provided the opportunity to reconcile his or her compensation for extra duties with the District office for that fiscal year. By the conclusion of each fiscal year, the teacher must have satisfied the extra duties for which he or she has been compensated during that fiscal year. Failure to do so will result in a proportional reduction in the additional benefits set forth in Section 13.6 herein.

*Any salary increase greater than 6.0% during the four consecutive years of creditable service used to determine the teacher's TRS pension shall render the teacher ineligible for the benefits of this Section 13.6. Notwithstanding the foregoing, if the teacher can provide written documentation confirming that his or her salary increase in excess of 6.0% during the four consecutive years of creditable service is exempt from employer contributions, the teacher will be eligible for the benefits of this Section 13.6.

After a teacher has submitted his or her irrevocable letter of resignation to the Board of Education pursuant to this Section 13.6, that teacher will no longer be eligible for matching sick leave days or matching sick leave days converted from personal business leave days provided for in Section 15.2.

If a teacher uses his/her accumulated sick leave due to the teacher's own serious health condition or the serious health condition of the teacher's spouse, child or parent during this participation and therefore does not achieve the 75% TRS retirement level, the teacher will be allowed to work up to one additional year without penalty as per the current salary schedule; provided, however, the teacher provides sufficient medical certification to verify the serious health condition.

- **RATIONALE:** The Association proposes the first change to memorialize that practice that has been followed for previous teachers retiring under this provision.

The Association proposes the second change in order to ensure the Board cannot enter into a retirement agreement with a teacher based on a specific amount of creditable earnings and then arbitrarily eliminate extra duties in order to diminish the financial obligation of the Board.

- **COST:** The costs associated with this proposal have already been calculated per the existing collective bargaining agreement.
- **BOARD RESPONSE:** The Board has not rejected the first part of this proposal but has refused to comply with the ground rules agreed upon for negotiations and sign a written tentative agreement for Article 13.6. The Board has rejected the second part of this proposal.

Article XIV Mentoring Program

Language proposed by Byron EA

14.2 A Mentoring Committee shall be established in order to further the above goals. The committee shall be comprised of as many as eight (8) teachers, which must include at least two teachers from each attendance center and as many as four (4) Administrators, which must include at least one Administrator from each attendance center. The Committee shall meet ~~regularly~~ **prior to October 30 of each school year and as often as necessary thereafter as determined by the committee** to: 1) develop, evaluate

and ensure the success of the Mentoring Program; and 2) develop and maintain a Mentoring Program Handbook to be utilized by mentors and protégés.

During the 2016-2017 school year, the Mentoring Committee shall develop a plan for the provision of a minimum of three (3) hours training for all new teachers on the Danielson Model and the District evaluation process.

- **RATIONALE:** The Association proposes this language to ensure that the mentoring committee meets at least once and to ensure that new teachers receive adequate and proper training on the Danielson Evaluation System adopted by the Board.
- **COST:** There is no addition cost associated with this proposal.
- **BOARD RESPONSE:** The Board has not rejected this proposal but has refused to comply with the ground rules agreed upon for negotiations and sign a written tentative agreement for Article 14.2.

Article XV – Sick Leave

Language proposed by Byron EA

15.2 Reject Board Proposal from 8/29/2016 and Maintain Current Language.

- **RATIONALE:** The Association proposes to maintain current language as it works well as written.
- **COST:** There is no cost associated with this proposal.
- **BOARD RESPONSE:** The Board has not responded verbally or in writing to this proposal.

15.5 Reject Board Proposal from 8/29/2016 and Maintain Current Language.

- **RATIONALE:** The Association proposes to maintain current language as it works well as written.
- **COST:** There is no cost associated with this proposal.
- **BOARD RESPONSE:** The Board has not responded verbally or in writing to this proposal.

Article XX – Grievance Procedure

Language proposed by Byron EA

20.1 A grievance shall be defined as any claim by the Association, a teacher, or **a group of teachers** by the Board that there has been a violation, misrepresentation, or misapplication of the terms of this Agreement by any of its parties.

~~Representative of the grievant shall be defined as a member of the Administration, a member of the Association, the UniServ Director or outside IEA legal counsel hired at the grievant's expense.~~

The teacher's Supervisor shall be defined as the Director of Special Education for Special Education teachers. For all other teachers, the building supervisor shall mean the immediately involved building Principal.

For the purposes of this Article, all time limits consist of school days, except during summer recess, in which case time limits shall consist of all weekdays, excluding legal holidays.

- **RATIONALE:** The Association proposes this language to clarify that a group of teachers have the right to file a grievance.
- **COST:** There is no cost associated with this proposal.

- **BOARD RESPONSE:** The Board has rejected this proposal and has offered no rationale.

Language proposed by Byron EA

GRIEVANCE FILED BY BOARD

STEP I

~~_____ In the event of a grievance to be filed by the Board, such grievance shall be submitted in writing to the Association President. Such grievance shall be submitted within twenty (20) days of when such occurrence should reasonably have become known by the grievant. The Association President shall then schedule a meeting within fifteen (15) days after receipt of the grievance, to be held within forty-five (45) days after receipt of the grievance. The parties involved in the grievance, namely the Superintendent, the Board President and the Association's Executive Board shall be present for the meeting. Within ten (10) days of the meeting, a written response shall be rendered by the Association President, including the reasons for the decision.~~

STEP II

~~_____ If the Board is not satisfied with the disposition of the grievance at Step I, it may be submitted to final and binding arbitration through the American Arbitration Association, which shall act as the administrator of such further proceedings. If a demand for arbitration is not filed within twenty (20) days of the receipt of the Step I response, then the grievance shall be deemed withdrawn. The arbitrator shall have no power to alter any terms of this Agreement.~~

- **RATIONALE:** The Association proposes the deletion of this language which refers to the Board's filing of a grievance as it is our position that this current language also falls in the parameter of a permissive subject of bargaining and the Association has no interest in discussing this issue or including the language in the successor agreement.
- **COST:** There is no cost associated with this proposal.
- **BOARD RESPONSE:** The Board has rejected this proposal and has offered a counter proposal and no rationale.

ARTICLE XXII Effect of Agreement

The parties have not reached agreement on the Duration of the Collective Bargaining Agreement.

Appendix A

The Association has proposed changes to the Appendix A which will be provided under the topic of salary in this document.

Appendix C

2. Internal Substitute Teaching/Supervision

If a teacher is requested by a member of the District administrative team to use contracted non-student contact time as student contact time, said teacher will receive additional compensation. Single class periods will be compensated at the rate of \$22.50 per period. Block class periods will be compensated at the rate of \$45 per block. **Teachers will be paid a prorated amount for intervals of time that are less than the number of minutes in a single or block class period.**

- **RATIONALE:** The Association proposes this language to clarify the understanding of this provision between the parties.

- **COST:** There is no additional cost associated with this proposal
- **BOARD RESPONSE:** The Board has not rejected this proposal but has refused to comply with the ground rules agreed upon for negotiations and sign a written tentative agreement for Appendix C – 2.

3. Additional Duties Requested or Directed by Administrators:

Teachers who agree to perform Any additional duties **not included in Appendix B** that require the teacher's services during non-contracted times, ~~whether~~ **when** requested (formally and in writing) **will be compensated at the hourly rate of the entry level base teaching salary (BS at step 0), adjusted annually.** ~~or~~ **Teachers who are directed by an administrator to perform additional duties that require the teacher's services during non-contracted times** (formally and in writing) by Administrators, will be compensated at the **individual teachers' current hourly per diem** rate of the entry level base teaching salary (BS at step 0), adjusted annually **based upon a 7.33 hour regular work day. No teacher shall be required to work beyond the regularly scheduled workday unless such duties are a legally required component of the teacher's assigned workload such as IEP meetings.**

- **RATIONALE:** The Association proposes this language to clarify the understanding of this provision between the parties.
- **COST:** There is no additional cost associated with this proposal
- **BOARD RESPONSE:** The Board has not responded to this language proposal.

Current Association Compensation Package Proposal

Byron Education Association Counter Proposal to the Board of Education Proposal to be understood as a Single Offer.

Explanation and Rationale for the Association's Financial Compensation offer:

The BEA proposes changes in four financial aspects to the current agreement. These four issues have been identified by both parties as the greatest financial impacts in the agreement. They are: salary, the professionally negotiated stipend (PNA), health insurance, and the retirement incentive. Our offer concedes on three of the four issues and asks only for a modest increase on the base salary of the salary schedule. The health insurance concessions are identified below and increase deductibles, out of pocket maximums, office copays, and coinsurance. The retirement incentive designed to entice eligible members to retire and reduce costs for the district will be reduced by 1/3 over a 5-year time period (see below). The salary schedule and the PNA amount together make up our take home pay. Our offer reduces the PNA amount over the two years of the agreement by over 2/3 and asks only for a modest 1/2 percent increase each year on the base salary.

To understand the cost increases, one must create a fair way to compare each year. The BOE and the BEA do not agree completely on how this is considered; the BOE does not want to include those members in the retirement tract and calculate the savings each year as they retire. They do, however, include retiree replacements, which creates higher amounts because of increased personnel. We have, for comparison's sake, used for each year the 114.76 full-time employee number from the shared financial spreadsheets supplied by the district that **do NOT include retiree tract employees or include the savings for their retirements.** By looking at the increase in salary and the decrease in PNA (our take home pay), we can see that the new money added over the 2 years is \$339, 818 (\$158,958 for this year and \$180,860 for next year). This signifies a 1.95% increase in new money over last year and 2.18% new money for next year over this year.

Salary Schedule:

2016-2017 – .5% increase on Base, all step and lane movements.

2017-2018 – .5 % increase on Base, all step and lane movements.

PNA Stipend: PNA stipend is reduced from \$1,584.00 by the following amounts over the term of the contract:

Year 1: All teachers receive \$900.00

Year2: All teachers receive \$600.00

NOTE: The following historical analysis of the PNA stipend amount referred to in Article 9.2 was provided to the Board during the November 28, 2016 mediation session:

In 1999 the parties created a second salary schedule with a considerably lower base salary for incoming teachers. The BEA agreed to a two year contract containing a Tier 1 and Tier 2 salary schedule, with a soft freeze on the Tier 1 salary schedule for the first year and a hard freeze on the Tier 1 salary schedule for the second year (No raise year two). In previous contracts a \$760.00 stipend existed to be used for insurance, education, or professional development. The parties agreed to a \$1000.00 matching 403b contribution in lieu of raises on the salary schedule. In 2007 the parties agreed to a flat \$1700.00 stipend to be used for insurance, education or non-matching 403b contributions. These provisions stayed in the contract until 2010. At that point the amount of the stipend decreased to \$1584.00 per year to be paid as a cash stipend. This has NEVER been a bonus and any reduction or elimination of the provision is a decrease in our teachers' creditable earnings.

Retirement Incentive: (Article 13.6 B – See below)

Retirement incentive would be reduced by \$2000 at Option D starting in FY 18 for the next 5 years. At the end of this time period, the retirement incentive would be \$20,000.

Insurance:

Board's "Option C" of May 23, 2016 proposal with change in coinsurance as follows:

Deductible	\$400/\$800
Coinsurance	90%/60%
Copay	\$30
OOP	\$1500/\$3000

Article 13.6 B (Early Retirement Incentive

In addition to the salary benefits set forth above, teachers who are hired by the Board prior to January 1, 2015, and who are eligible teachers participating in the District's early retirement incentive plan will receive the following benefits, to be paid to the retiring teachers' 403(b) accounts within sixty (60) days after the receipt of their last regular paycheck If letter is submitted by June 30, 2017 and:

If retiring under Option A, an employer contribution of \$7,500.

If retiring under Option B, an employer contribution of \$15,000.

If retiring under Option C, an employer contribution of \$22,500.

If retiring under Option D, an employer contribution of \$30,000.

If letter is submitted by June 30, 2018 and:

If retiring under Option A, an employer contribution of \$7,000.

If retiring under Option B, an employer contribution of \$14,000.

If retiring under Option C, an employer contribution of \$21,000.

If retiring under Option D, an employer contribution of \$28,000.

If letter is submitted by June 30, 2019 and:

- If retiring under Option A, an employer contribution of \$6,500.
- If retiring under Option B, an employer contribution of \$13,000.
- If retiring under Option C, an employer contribution of \$19,500.
- If retiring under Option D, an employer contribution of \$26,000.

If letter is submitted by June 30, 2020 and:

- If retiring under Option A, an employer contribution of \$6,000.
- If retiring under Option B, an employer contribution of \$12,000.
- If retiring under Option C, an employer contribution of \$18,000.
- If retiring under Option D, an employer contribution of \$24,000.

If letter is submitted by June 30, 2021 and:

- If retiring under Option A, an employer contribution of \$5,500.
- If retiring under Option B, an employer contribution of \$11,000.
- If retiring under Option C, an employer contribution of \$16,500.
- If retiring under Option D, an employer contribution of \$22,000.

If letter is submitted by June 30, 2022 and:

- If retiring under Option A, an employer contribution of \$5,000.
- If retiring under Option B, an employer contribution of \$10,000.
- If retiring under Option C, an employer contribution of \$15,000.
- If retiring under Option D, an employer contribution of \$20,000.

February 23, 2016

Ground Rules for Negotiations

Byron Board of Education ("Board") and BEA ("Association")

- 1) The date, time and duration for each bargaining session will be determined by mutual agreement. Most bargaining sessions will be scheduled during non-school hours, whenever possible, and as far in advance as possible. An occasional session may be scheduled during the school day. In that event, BEA will be financially responsible for the payment of substitute teachers. All bargaining sessions will be held at the Board of Education meeting room from 6:00 – 9:00 p.m.
- 2) The parties agree to present and define issues at the official bargaining session on March 1, 2016. Additional issues may be introduced up to and including the second bargaining session on April 6, 2016. After that time, no new issues will be considered unless there is written agreement by the parties.
- 3) Time spent in negotiations by bargaining unit employees will be considered non-work time; provided, however, that any member of the Association's team that is excused from regular duties to attend a session shall suffer no loss in compensation.
- 4) The parties agree that working from shared information, particularly within the economic realm, is the most efficient means of reaching agreement. The parties agree to share economic data and establish a secure means of electronic transfer of information.
- 5) Each side will make an effort to be prepared for each session. Each side will have full authority to make decisions without the need to delay to consult with the Executive Board or the School Board. A caucus shall not exceed 20 minutes in length.
- 6) Participation by all members is encouraged.
- 7) Bargaining sessions will be scheduled based on the calendars of the following individuals, Dr. James Hammack, Ed Clift, Phil Kessler, Rick Petesch, Bob Baker, Dirk Palmer, Dale Hartman, and Susan Goudreau; provided, however, it is agreed that sessions can proceed in the absence of any of these individuals upon the consent of the party to which the individual belongs. In order to ensure consistency throughout the negotiations process, both the Board members and the BEA representatives referenced above will commit to participation in the negotiations process until a contract is ratified, as set forth below. Notwithstanding the foregoing, in the event that circumstances arise that prevent either a Board member or BEA representative from continuing his or her participation, that individual may be replaced by a member of his or her party; provided, however the individual being replaced shall use his or her best efforts to ensure a smooth transition for his or her replacement into the bargaining process.
- 8) Administrators, additional Board Members and Association members will be allowed to attend bargaining sessions to provide input and background on issues.
- 9) Sessions shall be closed to the public, press and other persons not mutually agreed upon.
- 10) Audio or video recording or transmitting devices of any kind shall not be utilized in the negotiating room. Both sides reserve the right to take notes during negotiations, either by handwritten notes or laptop computers.
- 11) All tentative agreements shall be reduced in writing, initialed and dated by each side.

12) A tentative agreement cannot be changed by disagreement of someone absent from the meeting at which the agreement was initialed and dated.

13) When a tentative agreement is reached on all issues, it will be submitted to the Association membership for ratification. Following ratification by the Association, the overall tentative agreement will then be submitted to the Board.

14) Shall either party fail to ratify the entire agreement, then only those issues previously the subject of bargaining between the parties shall be subject to further negotiations, unless otherwise mutually agreed between the Board and the Association. Negotiations will be resumed at a mutually agreeable time.

15) In the event that mediation is necessary, the services of an FMCS Mediator will be sought. If an FMCS Mediator is unavailable, the parties may choose a mutual agreeable alternative. Any expenses associated with said mediation shall be shared equally by the parties.

16) There will be one and only one conversation. Cell phone usage will be discouraged absent emergencies. All cell phones will be placed on vibrator or silent mode. E-mail and text messages can be received but should not be sent, except during breaks.

17) Ground rules can be amended by both parties if agreed upon.