

# DeKalb Community Unit School District No. 428

DeKalb, Illinois

## Most Recent Offer – August 2, 2016 Negotiations

### Overview

The DeKalb Community Unit School District #428 Board of Education (BOE) representatives have been meeting with the union since January 2016 in attempts to negotiate a new agreement.

The Board of Education has been committed throughout the process to achieve a fair and equitable contract with the union. The Board is committed to providing a quality educational experience for each student and to do so in a fiscally responsible manner.

<b>3 Year Cost of Union's Most Recent Offer dated July 25, 2016</b>	<b>\$ 5,247,412</b>
<b>3 Year Cost of Dist. #428 Board's Most Recent Offer dated August 2, 2016</b>	<b>\$ 1,450,879</b>

### DCTA Contract Salary Increase History (2008 - 2016)

All teachers on the salary schedule receive the "Total Effective Increase" percentage

Fiscal Year	Base Increase	Step Increase	Total Effective Increase (Compounded)	CPI **	Lane Increase (for every 3 credit hours earned)
2008-2009	3.00%	2.12%	5.18%	2.50%	1.2% (2.12% MA30 to MA45)
2009-2010	3.25%	2.12%	5.44%	4.10%	1.2% (2.12% MA30 to MA45)
2010-2011	3.75%	2.12%	5.95%	0.10%	1.2% (2.12% MA30 to MA45)
2011-2012	3.75%	2.12%	5.95%	2.70%	1.2% (2.12% MA30 to MA45)
2012-2013	4.00%	2.12%	6.20%	1.50%	1.2% (2.12% MA30 to MA45)
2013-2014*	0.00%	0.00%	0.00%	3.00%	1.2% (2.12% MA30 to MA45)
2014-2015	1.10%	2.12%	3.24%	1.70%	1.2% (2.12% MA30 to MA45)
2015-2016	1.25%	2.12%	3.40%	1.50%	1.2% (2.12% MA30 to MA45)

<b>8 year Total</b>	<b>20.10%</b>	<b>14.84%</b>	<b>35.36%</b>	<b>17.10%</b>
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\*Contract pay cycle shifted from 9/15 thru 8/31 to 8/31 thru 8/15 - Received advance pay in Oct 2013 to soften the effect of the salary freeze

\*\* Demonstrates the CPI (Consumer Price Index) that was required to be utilized to calculate the districts tax levy  
CPI for FY2016-2016 is 0.80% and FY2017-2018 is 0.70%

#### Notes:

- Teachers who have submitted their intent to retire receive 6% annual increases in their final four years of employment
- Teachers who have exceeded step 21 on the Bachelors schedule received the "Base Increase"
- Teachers who have exceeded step 26 on the Masters schedule received the "Base Increase"

Teachers have the opportunity to receive an additional pay increase annually by obtaining additional credit hours beyond their Bachelors or Masters degrees as follows:

- 1.2% increase, compounded, for every 3 credit hours earned
- 2.12% increase, compounded, when going from MA+30 to MA+45

**Sample Salary Progression of Teachers Starting in 2008-2009**

**Moving Lanes Based on Additional College Credit Hours Earned**

				Per Year	Per Year
Year	Step	Lane	Base Salary	\$ Increase	% Increase
2008-2009	1	BA+0	\$ 36,001		
2009-2010	2	BA+6	\$ 38,876	\$ 2,875	7.99%
2010-2011	3	BA+12	\$ 42,183	\$ 3,307	8.51%
2011-2012	4	BA+15	\$ 45,229	\$ 3,046	7.22%
2012-2013	5	BA+24	\$ 49,785	\$ 4,556	10.07%
2013-2014	6	BA+33	\$ 51,599	\$ 1,814	3.64%
2014-2015	7	MA+0	\$ 53,913	\$ 2,314	4.48%
2015-2016	8	MA+6	\$ 57,090	\$ 3,177	5.89%
	8 Year Increase			\$ 21,089	58.58%

**Sample Salary Progression Teachers in Lane MA24 (Masters plus 24 credit hours) starting on Step 1 Stays in Same Lane**

				Per Year	Per Year
Year	Step	Lane	Base Salary	\$ Increase	% Increase
2008-2009	1	MA+24	\$ 45,701		
2009-2010	2	MA+24	\$ 48,187	\$ 2,486	5.44%
2010-2011	3	MA+24	\$ 51,053	\$ 2,866	5.95%
2011-2012	4	MA+24	\$ 54,091	\$ 3,038	5.95%
2012-2013	5	MA+24	\$ 57,447	\$ 3,356	6.20%
2013-2014	6	MA+24	\$ 57,447	\$ -	0.00%
2014-2015	7	MA+24	\$ 59,311	\$ 1,864	3.24%
2015-2016	8	MA+24	\$ 61,325	\$ 2,014	3.40%
	8 Year Increase			\$ 15,624	34.19%

The current DCTA contract can be located at the following link:

<https://drive.google.com/drive/u/0/folders/0B0P5XaBDWkUZbG01LXI0M0pYU00>

**Article 1.2: Definition of Responsibilities and Rights**

**Section 1: Board Rights**

- Board position: To have the right to hire new employees at a salary level appropriate and competitive for in the area
- Union position: Follow current practice - new employees should be placed on the existing salary schedule according to their level of experience and education.
- Board rationale: The District needs the flexibility to hire staff in a fiscally responsible manner.

**Article 2.3: Duration**

- Board position: Length of contract will be determined by the terms of the contract. If the terms are fiscally responsible for the long term and provides professional accountability, a longer term contract is acceptable. Absent a fiscally sound and professionally accountable proposal from the union a one year contract will be necessary.
- Union position: 3 years.

Board rationale: The Board of Education has a fiduciary responsibility to keep the District on a path that provides the best education to the students within the fiscal restraints the District faces.

Cost: The additional costs of negotiating on an annual basis would be minimal compared to agreement to a contract that is not sustainable.

### **Article 3.1: Salary Schedules**

Board position: Eliminate the salary schedule in its current form with annual raises based on the Consumer Price Index (CPI) plus additional amounts for educational advancement.

Union position: 1.5% increase to the base in 2016-17; 1.5% increase to the base in 2017-18 and 1.5% increase to the base in 2018-19 plus a 2.12% step increase resulting in a minimum compounded increase of 3.65% each year. The current system of advancing on the salary schedule for every 3 hours of college course work remains in place allowing up to five (5) potential increases of 1.2% each/annually.

Board rationale: Continual increases far exceeding the index which guides the District's ability to secure additional funds is not sustainable. The combination of increases to the base and annual step plus a lucrative education related advances results in **potential increases of up to 6.15%** on an annual basis.

### **Article 3.3: Salary Adjustments**

Board position: Article may be removed as a part of an overall contract.

Union position: Article should be deleted entirely.

Board rationale: Teachers who do not perform well should not be rewarded with an increase for surviving an additional year. Though PERA provisions provide the District with an additional tool to address poor performance, the process is still very time consuming which may result in the teacher receiving an increase after being identified as not performing in a satisfactory manner.

### **Article 3.4: Retirement Stipend**

Board position: Reduce stipend from 6% per year to 3% per year.  
Offer stipend stipend for the 16-17 school year and then eliminate it.

Union position: Maintain existing retirement stipend at its current level.

Board rationale: The practice of providing greatly inflated increases to enhance retirement benefits costs requires the District to pay salaries beyond the established schedule at a significant annual cost without providing additional educational opportunities for students. It also significantly contributes to the ongoing pension crisis for the State of Illinois.

### **Article 3.6: Extra Duties**

#### **Section 1C: Summer School**

Board position: Maintain at \$4000/year.

Union position: Increase by 2015 CPI rate (0.7%) to \$4028 for 2017; indexed to CPI each year thereafter.

Board rationale: The rate for summer school is appropriate and competitive.

### **Article 3.6: Extra Duties**

#### **Sections 2, 3, and 7: Hourly Rate for Extra Duties**

Board position: Maintain hourly rate at \$25/hour.  
Maintain the current limit to the number of times a teacher can be made to substitute for an absent teacher of ten times per year.

Union position: Increase by 2015 CPI rate (0.7%) to \$25.18 for 2016-17; indexed to CPI each year thereafter.  
Limit the number of times a teacher can be made to substitute for an absent teacher to four times per year.

Board rationale: The hourly rate paid to professional employees is sufficient and consistent with the rates paid in the industry.

**Article 3.6: Extra Duties**  
**Section 8: District Workshops**

Board position: Retain the current language.

Union position: Increase instructor pay to 1.25 times that of attendees; assistant instructors would be paid at the same rate as attendees.

Board rationale: The hourly rate paid to professional employees is sufficient and consistent with the rates paid in the industry.

**Article 3.9: Collaboration Pay**

Board position: Delete this provision.

Union position: Increase current allotment from \$12,200/year to \$14,000/year.

Board rationale: The board agreed to seven one-half days of collaboration throughout the school year in the current contract. The addition in collaboration time makes this specific provision unnecessary.

**Article 4.1: Step (Vertical) Movement**

Board position: Join the current trend in education to move away from the traditional salary schedule and tie increases to the cost of living.

Union position: Maintain current practice of a traditional salary schedule with compounding increases.

Board rationale: The current salary schedule is not sustainable. Teacher's salary increases have far outpaced the District's ability secure revenue.

**Article 4.2: Lane (Horizontal) Movement**

Board position: Eliminate the current system of lane movement that occurs when a teacher completes graduate-level coursework and/or a graduate degree from accredited institutions. Teachers would receive an increase to their annual salary for a Master's Degree earned in one of the fields determined by the Board, or another areas approved by the Superintendent. Teachers would receive an increase to their annual salary for an endorsement earned in a field determined by the Board, or another area approved by the Superintendent.

Union position: Maintain current practice of lane movement upon earning credit for graduate-level coursework and/or a graduate degree without consideration for accreditation in any area pre-approved by the district's Professional Relations Committee and the Board.

Board rationale: The current salary schedule is not sustainable. Teacher increases have far outpaced the District's ability secure revenue.

**Article 5.1: General Provisions (Differentials)**

Board position: Maintain the current base factor used for compensation at \$38,500. Eliminate experience credit in pay, while adding language that non-bargaining unit employees may be assigned such positions as is the current practice.

Union position: Maintain current trend of the base differential used for compensation increasing by \$500 each year for the life of the contract - \$39,000 for 16-17, \$39,500 for 17-18, and \$40,000 for 18-19. Maintain experience factor to reward differential holders for longevity in their position.

Board rationale: The continued exponential salary growth in cost is not sustainable.

**Article 6.3: Board Contributions (Insurance)**

**Section 1: Single Coverage**

Board position: Maintain the current maximum Board contribution to single health premiums at current amount of \$10,750 per year.

Union position: Continue current trend and increase maximum Board contributions to single health premiums by \$250/year each year of agreement.

Board rationale: The current level well exceeds the current cost of coverage at \$8600 per year. The BOE should not solely bear the cost of unforeseen increases.

**Article 6.3: Board Contributions (Insurance)**

**Section 2: Dependent Coverage**

Board position: Maintain the current maximum Board contribution to dependent health premiums at current amount of \$7,000 per year.

Union position: Continue current trend and increase maximum Board contributions to dependent health premiums by \$250/year each year of agreement.

Board rationale: The current level well exceeds the current cost of coverage. The Board should not solely bear the cost of unforeseen increases.

**Article 6.3: Board Contributions (Insurance)**

**Section 4: Minimum Employee Contribution for Married Employees**

Board position: In instances in which two married people are both DCTA members, introduce new language requiring both spouses to pay the single health insurance individual contribution. The Board proposed to withdraw this proposal as part of an overall contract agreement.

Union position: DCTA declines this proposal.

Board rationale: The BOE believes every employee should bear at least a small portion of their insurance benefits.

**Article 6.7: Teachers' Retirement Insurance Program (TRIP)**

Board position: Only contribute toward a retired teacher's TRIP premiums for five years or until the teacher is Medicare-eligible, whichever comes first. The Board offered to withdraw this proposal as part of an overall contract proposal.  
92.5% Board contribution for these years capped at \$8,500 annually.

Union position: Continue current practice of Board contributing toward a retired teacher's TRIP premiums until they are Medicare-eligible.  
Continue current trend 92.5% Board contribution capped at \$8,250 for 16-17 plus an additional \$250/year through 2031-32.

Board rationale: The Board is committed to the current teachers who serve our students. Escalating costs to provide benefits to retirees hinders the District's ability to provide quality benefits to current employees.

**Article 7.1: Sick Leave/Bereavement Leave**

Board position: A tiered system granting more days to current teachers and fewer days to teachers hired after July 1, 2016.

For teachers hired before July 1, 2016:

1-15 years of service:	15 days/year
16-20 years of service:	18 days/year
21-25 years of service:	21 days/year
26+ years of service:	25 days/year

For teachers hired after July 1, 2016:

1-15 years of service:	10 days/year
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	16-20 years of service:	15 days/year
	21+ years of service:	20 days/year
Union position:	One system grants the same amount of days regardless of hire date.	
	1-15 years of service:	15 days/year
	16+ years of service:	20 days/year
Board rationale:	The continued growth of days paid while not serving students should not continue.	

**Article 7.2: Personal Leave**

Board position: Retain current language which provides these days for personal business which cannot be done outside the regular work day.

Union position: Alter current language to allow the use of personal days “for personal reasons.”

Board rationale: The current language limits use of personal time to personal business which cannot be done outside the regular work day. The union is proposing to allow use for any purpose.

**Article 8.1: Employment Procedures**

**Section 6: Student Enrollment**

Board position: The Board declines the DCTA’s proposal.

Union position: Allow elementary and middle school teachers to enroll their own children in the school at which they teach, if there is space after the normal registration window. Teachers would provide transportation to and from school each day for their children.

Board rationale: The District has just completed a redistricting plan which is being implemented across the community. Teachers should not be given preferential treatment. To allow the teachers to transfer their children to the school in which they teach would result in displacement of students living in the neighborhood. Other community and district employees in other units face the challenges of child care and scheduling.

**Article 8.2: School Calendar, School Year, and School Day**

**Section 3(A): Extended Contract for First-Year Teachers**

Board position: New hires should not be paid an additional amount for orientation and training days prior to the start of the school year.

Union position: New hires should be paid for orientation and training days prior to the start of the school year at an hourly rate of \$25.18 for 2016-17, indexed to CPI each year thereafter.

Board rationale: New teachers are issued a 183 day contract while the length of contract for subsequent years is 180 days. Attending these days is a professional obligation and a condition of employment.

**Article 8.2: School Calendar, School Year, and School Day**

**Section 3(B): Extended Contract for Student Services Personnel**

Board position: \$25/hour.

Union position: Student services personnel should be employed on extended annual contracts, paid at their individual per diem rate, as follows:

School Psychologists:	200 days
High School Counselors:	195 days
Middle School Counselors:	185 days
Nurses (all levels):	190 days

Board rationale: The BOE approves extra days on an annual basis in response to student and operational need. A blanket approval is not appropriate as needs may change during the course of the contract.

**Article 8.2: School Calendar, School Year, and School Day**

**Section 5: School Day**

Board position: The teacher work day should be extended to fifteen minutes before and after the student attendance day.

Union position: The current length of the teacher work day should remain as-is, bell to bell.

Board rationale: Providing student support before and after school is a key component to the educational process. While most teachers provide this additional support, all students should have the same opportunities.

**Article 8.5: Personnel Files**

**Section 2: Additions to the Confidential Section**

Board position: Notification can be by letter, in person, or by email.

Union position: Notification must be by email.

Board rationale: The District should not be limited to one method of communication as it may not be available or appropriate.

**Article 8.5: Personnel Files**

**Section 4: Records Management**

Board position: The Board is seeking to eliminate language that allows a teacher to request that any letters in his/her personnel file be removed after a period of seven years.

Union position: DCTA declines the Board's proposal.

Board rationale: This provision violates the Local Records Act. Compliance with this provision of the contract is a criminal offense.

**Article 8.8: Disciplinary Action**

Board position: The Board declines the DCTA's proposal.

Union position: DCTA is proposing language to strictly define "irremediable cause" offenses for which the district may terminate a teacher. The definition limits it to criminal activity, on school property, during school hours.

Board rationale: The union's proposed limitation is unreasonable. The administration cannot be agree to be restrained to the point it jeopardizes student safety and wellbeing.

**Article 8.10: Employment Contract for Part-Time Certified Teachers**

**Section 7: Personal Leave**

Board position: Retain current language which provides these days for personal business which cannot be done outside the regular work day.

Union position: Alter current language to allow the use of personal days "for personal reasons."

Board rationale: The current language limits use of personal time to personal business which cannot be done outside the regular work day. The union is proposing to allow use for any purpose.

**Article 9.2: Curriculum**

**Section 2: PE and Art at the Elementary Grades**

Board position: Eliminate this section.

Union Position: Maintain the language and add music education by a specialist for two 30-min periods/week (current practice).

Board rationale: The Board needs the flexibility to meet the student needs in a fiscally responsible manner.

**Article 9.4: Class Size**

- Board position: The Board may continue to determine how to best meet the needs of the students in a fiscally responsible manner.
- DCTA Position: K-5 class cap at 25 students, 6-12 class cap at 32 students, PE (6-12) class cap at 40 students, music class cap of 40 students.
- Board rationale: This proposal is not feasible. It would require the District to build an additional three section elementary building (estimated \$18,000,000), add staff, and incur operational costs (estimated annual costs of \$3,100,000) which would be prohibitive. It would require the community to pass referendums to comply.