

Yorkville Education Association
Final and Best Offer
October 28, 2015

The members of the Yorkville Education Association (YEA) are committed to creating and maintaining high quality schools to serve the students and community in District #115. We understand and recognize the importance and value of high quality professional educators who strive for success in all students. In approaching these contract negotiations, we have crafted our proposals with a desire to attract, retain and appropriately recognize these high quality educators. We believe the quality of the school district and its ability to attract and retain excellent teachers is in jeopardy.

Teachers have been working without an employment contract since July 1, 2015. Our negotiations team began meeting with the Board of Education team in October 2014 and met approximately 27 times within a 9-month period.

Of great concern to us is the fact that nearly 33% of the teachers in Yorkville have taught here for less than 4 years, demonstrating a very high turnover rate. High quality teachers are leaving Yorkville for school districts that maintain better working conditions and more equitable professional compensation packages. A school district with high turnover of professional staff has potential of becoming a training ground for other school districts, rather than a destination district for career teachers. That's not good for students, schools or communities.

In closing, we want to affirm that the students in Yorkville are our highest priority. We look forward to our work with them, helping them reach their full potential, each and every day. To that end, we offer the following proposals:

Topics Remaining

1. **Work Day:** In order to serve students and provide them with adequate individual instruction, teachers need discretionary professional time before, during and after the regular school day. Too many administratively scheduled meetings are disruptive to the individual time needed to serve students well. Therefore, the YEA has proposed that teachers be afforded a flexible work day and hours that limit the number of meetings in order to properly attend to their other professional responsibilities for students.
2. **District Level Committees:** It is a professional responsibility for teachers to collaboratively contribute to the implementation of initiatives that benefit student achievement. It is important to recognize and fairly compensate the work completed above and beyond regular duties. Therefore, the YEA has proposed fair and equitable compensation for committee work.
3. **Teacher Evaluation:** A quality school district requires a professional evaluation process in which teachers and administrators work together for the improvement of instruction and the betterment of education. Expectations for evaluators and those to be evaluated must be collaboratively developed and written down in a formal agreement in order to hold participants in the process accountable. The evaluation process is the number one professional development tool between an administrator and teacher that will ensure that teachers better serve students over time. Therefore, the YEA has proposed acknowledgment of the evaluation tool used and that changes to the process will be jointly agreed upon
4. **Elementary Plan Time:** In order to prepare for individualized student instruction, teachers need adequate designated time. Therefore, the YEA has proposed consistent daily preparation time for elementary teachers.

5. **Donated Sick Days:** In order to protect YEA families during serious illnesses (and to avoid asking for more sick leave days), the YEA has proposed that teachers should be allowed by contract the past practice of donating accumulated sick days to any teacher with fewer years of service should that teacher exhaust all of his/her sick leave days due to family illnesses.
6. **Salary:** A professional salary schedule that is open, transparent and fair to all stakeholders is an important factor in protecting quality education in any school district. It is, along with benefits and working conditions, an essential factor in a school district's ability to attract and retain quality teachers. The YEA has proposed to retain the current practice of using a standard professional salary schedule to compensate professional teachers. Contrary to some assertions, there was no agreement to eliminate the salary schedule in the previous contract, just an agreement to retain teachers at the same pay step for the length of that contract. (Teachers were then compensated in lump sums in order to increase the base.) The current salary schedule, as agreed to by teachers and school board, remains written clearly in the previous agreement. Because of the one-time freeze on step, the school district has successfully become more competitive to surrounding schools in raising the base salary and attracting new teachers. In the future, in order to remain competitive, current and new teachers will need a professional salary schedule in order to see a general direction for their compensation, the school district's commitment to fair pay, and what the future may hold if a teacher were to make Yorkville her/his career school district.
7. **Hiring Schedule:** It is in the best interest of both parties to have a fair, transparent and consistent method of placing new hires on the salary schedule. Therefore, the YEA has proposed that the district take into consideration experience, graduate hours and placement of current employees when placing new teachers into the salary schedule. This is to ensure that new hires are not being compensated at a greater rate than current staff with the same qualifications.
8. **Health Insurance:** The joint health insurance committee has done an excellent job of keeping health care costs reasonable and should continue to function as is, as a joint decision making body. The YEA has proposed retention of the joint decision making process by the committee.
9. **Career Advancement and Compensation** for those completing advanced degrees and additional higher education (Horizontal Salary Schedule/Lane Movement): Professional teachers should be granted horizontal lane movement for completion of advanced degrees and higher education coursework that is beneficial to our schools and students.
10. **Tuition Reimbursement:** Professional development through higher education is essential to a professional educator. The YEA has proposed teachers be granted approval and reimbursement for appropriate online and non-traditional coursework in any area within education that benefits the district and well-being of students.
11. **Co-Curriculars:** Continually evaluating co-curricular activities that strengthen the mind, spirit and body of our students is advantageous to their growth. This collaboration will solidify the transparency of decision making and will ensure that our programs are successful for students. The YEA has proposed consistent evaluation and improvement in co-curricular activities.
12. **National Board Certification:** Teachers who successfully acquired National Board Certification, or who are in the process of acquiring it, are doing great service for the schools and the students. This is a rigorous program in which teachers reflect and better their craft for the benefit of students. They should be recognized with the professional compensation incentive under the provisions in which they received this national recognition.

District Proposals:

1. **Student Achievement Stipend:** The district has proposed that teachers receive pay for the test scores of their students. Teacher response: The teachers of Yorkville School District are dedicated to helping their students gain the knowledge and skills necessary to compete in college and for careers. Compensation based on student test scores/achievement would create a competitive teaching environment that would harm collaboration and take the focus away from the needs of students. Teaching for test scores is not quality education and the collaborative nature between teachers.
2. **Retirement:** The district has proposed to reduce retirement incentives that lower the cost of salaries while recognizing career teachers. Teacher response: Career Yorkville teachers should be rewarded for the quality instruction and commitment to the school district..

Contractual Language Proposal

Key:

- Text in BLUE:** identifies language agreed upon by thus far by both parties
Text in RED: identifies language being proposed by the YEA
Text in BLACK: identifies current contract language

Duration and Effect of Agreement:

3 year agreement, 2015/16, 2016/17, 2017/18

Rationale for Estimated Costs:

The YEA and District collaboratively developed and utilized spreadsheets that assisted in the estimation of costs for financial items. Once we moved to mediation, the district began relying on a different spreadsheet with different calculations. The YEA calculations are based upon the originally created spreadsheets mutually agreed upon.

Article IX Working Conditions, Section 5 Work Day

The Board shall not increase the length of the teacher's^{ss} regular work day without notice to the Association and negotiations with the Association.

Employees shall work a 40-hour week which includes a daily 30 minute duty free lunch. Staff will be expected to work a professional work week. Staff shall report to their building 15 minutes prior to the student day and remain 15 minutes after the student day. The remaining 2.5 hours shall be utilized in a flexible manner to attend to professional responsibilities. A teacher may be required to attend no more than (two) 45 minute meetings per month. These minutes are above and beyond the daily required 15 minutes before or after school. These meetings may include Problem Solving, building faculty, professional development, Thoughtful Classroom initiatives, or any other district or building level initiative for the Elementary level. These meetings may include building faculty, BLC, School Improvement Team, or any other district or building level initiatives for Middle School. These meetings may include building faculty, department PLC/BLC, and department meetings for High School. The Elementary Schools shall conduct the (two) 45 minute meetings before the start of the student day. The Middle School and High School shall conduct the (two) 45 minute meetings after the end of the student day. After school activities will be delayed during these scheduled meetings. A set, district-wide schedule will be provided prior to the end of the previous school year.

The parties recognize that a variety of teacher meetings are a necessary component to improving student performance. The parties also recognize that if such meetings become excessive, they may infringe on the time needed for teachers to properly prepare for their classes. Accordingly, if a teacher or the Association believes such meetings are unnecessarily impairing their ability to prepare for their classes, such teacher or Association representative will meet with the Superintendent or designee to discuss the issue and attempt to resolve the problem within five (5) school days after such meeting is requested. A written decision will be sent to all concerned parties from the Superintendent or designee within ten (10) school days following the meeting.

Each work day preceding Thanksgiving, Winter Break, and Spring Break, on which students are dismissed early, the teachers shall be in attendance for a seven (7) hour day.

Estimated Cost: N/A

Article IX Working Conditions, Section 6 District Level Committees

~~Committees convened by the Superintendent or designee shall have a representative number of professional employees involved from all schools and/or appropriate areas/levels of instruction as deemed appropriate by the Superintendent or designee. Members of such committees shall receive release time from instructional activities or, if after the regular teacher work day, shall be reimbursed per meeting at the hourly rate equal to thirty percent (30%) of the daily substitute teacher rate. The number of hours after the work day shall be determined by the Superintendent or designee. Such pay shall be provided to the member the second pay period after completion of the project.~~

All District 115 staff members are encouraged to participate in committees that contribute to teaching and learning in the district. Members of the Bargaining Unit who serve on district level committees which meet outside of the school day to study, plan or monitor changes in curriculum, instruction or programs will be compensated as defined below for these additional responsibilities, exclusive to the teacher contract year, as identified below. Participation on district and building level committees will be considered to be a professional choice and recognized as a valuable contribution to the educational process.

Tiered Model of Compensation for Identified District Committees which meet outside of the school day during the School Year:*

Tier I - \$900

Tier II - \$500

Tier III - \$275

Tier IV - \$175

Tier V - \$75

Tier VI - \$0

*School year is equivalent to the 182 school calendar year

Please refer to Appendix A for placement of district level committees.

Bargaining Unit Members who participate in compensated district level committee work must notify their direct supervisor of their committee involvement. Membership and authorization for annual compensation for district level committees shall be given by the authorizing administrator. In order to receive full compensation, members must participate in a minimum of 85% of the meetings scheduled. Staff with less than 85% participation will receive a reduced rate based on their individual percentage of participation. **Payment will be received in a lump sum payment no later than June 30th following the school year in which the committee work was completed.**

If additional work during the summer is requested by the district administration, the teacher shall receive an hourly rate equal to thirty percent (30%) of the daily substitute teacher rate. No committee pay shall be awarded to an individual if the payment results in an additional TRS payment by the Board.

The District Administration and the Association shall collaboratively determine the placement of any new committees to the appropriate Tier. Additionally, the District Administration and the Association will review the committees and their workload from the previous school year to determine their workload from the previous school year to determine if the current Tier assignment needs to be adjusted. Prior to serving on a committee, staff will be notified if it is a compensated committee as well as the Tier Level for compensation. **Placement of committees into Tiers shall occur within the first two weeks of the beginning of the school year. If a committee is created after this timeframe, the placement into a Tier shall occur simultaneously in the creation of said committee.**

Appendix A
(District Level Committees)

Tier I - \$900 (School Year)

- Any new state standard adopted curriculum committee requiring curriculum development, writing of common assessments, rubrics, answer keys, and directions.
 - Subject Area Committee (SAC)
- New comprehensive instructional plan committee requiring a comprehensive instructional plan development.
 - Personalized Learning

Tier II - \$500 (School Year)

- Any curriculum renewal curriculum committee requiring curriculum revisions, revisions to common assessments, rubrics, answer keys, and directions.
 - Subject Area Committee (SAC)
- **Student Growth Advisory Committee**
- Curriculum Coordinating Council

Tier III - \$275 (School Year)

- Any curriculum committee in maintenance years requiring curriculum validation and assessment validation
 - SAC

Tier IV - \$175 (School Year)

- Teacher's Professional Evaluation Plan Committee
- Insurance Committee
- Yorkville University
- **PT3**
- Gifted, Advance, and Honors

Tier V - \$75 (School Year)

- Committees outside of those listed above which meet during the school day.

Tier VI - \$0 (School Year)

- Committees that require no additional work outside the committee hours.

Estimated Cost: \$29,100 savings to the district

Article IX Working Conditions, Section 7 Teacher Evaluation

The Association and the Board agree that the primary goal of teacher evaluations is to encourage and promote the professional development of all teachers and to assist in the retention of top quality educators. The Yorkville Professional Growth Process Plan will be the process by which teachers are evaluated and all procedures described therein will be followed.

Each year an Association and Administration evaluation committee shall be formed. This committee shall include: the Superintendent or designee, YEA President or designee, a teacher from each building, and at least one (1) Principal from the District. This committee shall meet ~~annually to review the evaluation plan.~~ a minimum of four times per year with the first occurring within the first four weeks of the beginning of school. The final meeting should occur prior to the last four weeks of school ending. The committee may make recommendations for any necessary changes. These plan changes shall be incorporated by mutual agreement of the Association and Administration. This committee shall also review any concerns (not outcomes) regarding the evaluation procedure.

Any changes in the Yorkville Professional Growth Process Plan shall be made only after consultation with this committee. If the Y.E.A. President or the Superintendent deems such changes to be significant then the evaluation instrument will continue to be used without such changes until mutually agreed upon by both parties.

Estimated Cost: N/A

Article IX Working Conditions, Section 13 Elementary

C. Elementary School Teachers (K-6). Elementary school positions vary in regards to schedules and job descriptions. However, in an attempt to maintain reasonable equity amongst positions, student contact will be approximately 312 minutes per day for full-time elementary school teachers. For full-time positions not adhering to specific class schedules, student contact time is expected to be maintained at approximately 312 minutes per day.

Full-time elementary school teachers shall be provided with ~~275~~ minutes of preparation time ~~each day for a normal five (5) day work week.~~ The administration will attempt to schedule the preparation time during the time scheduled for art, music and physical education classes. However, nothing in this paragraph prohibits the administration from scheduling preparation time during times other than art, music and physical education classes nor does it limit the Board's ability to eliminate such classes.

Estimated Cost: \$238,788 in the first of the three years

Article XI Leaves, Donated Sick Days

A more senior staff member can donate their sick days to a less senior staff member once the less senior staff member day's are exhausted. The donation is voluntary and solely at the discretion of the member.

Estimated Cost: none

Article XII Compensation, Section 1 Salary

For the 2015-16, 2016-17, and 2017-18 school years, the YEA offers a 4% increase to the base. Step movement will be permitted.

Estimated Cost: Approximately \$2,848,559 over the three year period

Article XII Compensation, Hiring Schedule

Staff being hired into the district shall be placed into the salary schedule at a level similar to current staff members' placement. The number of years of experience and graduate credit hours earned are considered in placement. A new hire shall not be placed higher on the salary schedule than a current employee with similar education and same experience.

Estimated Cost: N/A

Article XII Compensation, Section 3 Health Insurance

For the school terms of this agreement, the Board will provide three (3) insurance options for hospitalization, surgical, and major medical insurance including insurance for vision. These options are:

- (1) an HMO plan that includes a Single; Employee + One; and Family Option
- (2) a \$500 deductible PPO plan that includes a Single; Employee + One; Family Option
- (3) a \$1200 high deductible PPO plan with a Health Savings Account (HSA) option that includes a Single; Employee + One; Family Option

Employees wanting such dependent or family coverage must apply by the conclusion of the communicated Open Enrollment period. The terms of the Health Insurance are governed by the terms of the Master Plan Policy of the carrier and the District and is governed by ERISA.

Board contributions for mutually agreed upon insurance options will be established prior to the employee Open Enrollment period. The District contribution for annual insurance premium increases will be capped at 10% for each school term of this agreement.

The following Employee Insurance Options compensation agreements are available for all insurance eligible employees:

Incentive to not take District 115 insurance:

The District will compensate employees that waive the District insurance option and provide verifiable proof of alternative insurance \$100 per month payable plus TRS in a one lump sum payment on July 15th of each year of this agreement. Employees who have declared for retirement and are receiving the retirement enhancement shall not receive this payment, if the payment would result in an additional payment to TRS by the Board.

HSA (Health Savings Account) Incentive:

Upon verification of the establishment of an active Health Savings Account and verification of ~~\$200~~ \$300 deposited for an employee or ~~\$300~~ \$400 for an Employee Plus One or Family plan the District will match the employee's contribution. All applicable deductions including TRS will be taken from this compensation. This is a one-time only match for the establishment of an employee's initial HSA account. Employees who have declared for retirement and are receiving the retirement enhancement shall not receive this payment, if the payment would result in an additional payment to TRS by the Board.

The Board and the Association shall maintain a joint health insurance committee comprised of **equal** representatives of the Board and the Association for the purpose of reviewing, discussing and recommending changes to the District's health insurance plan. **Any changes shall be made only after consultation with this committee, requiring a majority approval. The Insurance Committee will recommend plan design changes if necessary to the Board of Education for review and approval. All employees should be made aware of any changes to the health insurance plan at least two weeks prior to open enrollment.**

Estimated Cost: \$12,000 over the three year period

Article XII Compensation, Section 7 Horizontal Movement

Horizontal movement from one lane to another on the salary statements is based on pre-approval of course work. Credit will be given for only that course work related to the ~~teacher's~~ field of ~~education. instruction for the District.~~ Teachers with BS+36 who horizontally advance to the BS+36/MS+0 lane by October 1, 2001 shall be entitled to remain on this lane after the establishment of a separate BS+36 lane. Teachers who earn BS+36 thereafter shall not be permitted to advance to this lane.

Horizontal lane salary changes may occur twice during the contract year. Official transcripts that are received by ~~August 15th~~ **October 1st** that will be reflected during the ~~September 15th~~ **November 1st** pay period. Official transcripts that are received by February 15th will be reflected during the March 15th pay period.

Professional growth credit for lane advancement, if properly approved, will be available for teachers with a Masters Degree and at least five (5) years experience in this District. A teacher will be limited to three (3) semester credits once every five (5) years of employment beyond their 5th year in the District. Final approval, by the Superintendent, will be based upon accomplishment and approval of the activity as determined by a written outline and detail accounting of the project or program at the conclusion of the activity. These three (3) credit hours will apply towards movement on the salary schedule.

Activities for which a teacher meeting the aforementioned qualifications may request consideration for professional growth credits are:

1. Professional Writing--publication of original material in a professional journal.
2. Research within the teacher's field of responsibility, resulting in publication in a major educational journal.
3. Significant educational travel-where the teacher was a member of a study group. An example would be when the teacher has an opportunity to visit another country. Not intended for in-country opportunities.
4. Major participation in professional meetings. As an example: when a teacher is a speaker at a national convention; when the teacher is a speaker at a statewide meeting or another state meeting; when the teacher organizes, develops and runs a national or statewide seminar, symposium or convention. Not intended to include: Regional or Area meetings.

Estimated Cost: none

Article XII Compensation, Section 8 Tuition Reimbursement

The Board will reimburse the cost of tuition for coursework taken ~~in the 2007-08 school year or thereafter~~ by any full-time teacher up to a maximum of \$150 per class for a maximum of 4 classes per school year provided the following conditions are met:

1. The individual coursework must be previously approved by the Superintendent or designee, by submitting the name and description of the course(s) in writing no later than fourteen (14) calendar days prior to the beginning of the course(s);
2. The coursework must be taken at an accredited educational institution of higher learning ~~Credit for correspondence courses or other non-traditional courses will be approved at the discretion of the Superintendent or designee. and cannot be correspondence courses or other non-traditional courses;~~
3. The teacher shall have attained a grade of "B" or higher or "pass" in a "pass or fail" course;
4. The teacher shall submit evidence of successful completion of the course in the form of an official transcript;
5. The course must be a graduate level course that is ~~related to the teacher's field of instruction for the~~ ~~beneficial to the~~ District as determined by the Superintendent or designee.
6. ~~If a teacher feels as though the graduate course has been improperly denied, they may appeal in a written letter to the Superintendent.~~

Estimated Cost: none

Article XII Compensation, Section 10 Co-Curricular:

~~A-~~The co-curricular pay schedule is set forth in Appendix B. For purposes of calculating co-curricular pay, the Board shall use the base of the salary statement in effect for that particular school year. In addition to the stipends listed in Schedule B, any teacher who has been paid according to the co-curricular schedule in the same activity or sport (in the case of separate teams based upon gender each separate team shall constitute a different sport) for nine full consecutive years, shall receive a one-time bonus equal to 10% of the stipend in the 10th consecutive year.

A. Teachers new to the District may be credited with up to four (4) years of experience outside the district at a rate of one year on the co-curricular salary statement for each two years of confirmed experience in a comparable position.

B. The Board and the Association recognize that co-curricular duties could arise mid-contract for which payment on the co-curricular has not been established. These positions/duties would be compensated by placement on the co-curricular schedule, based upon mutual agreement between the Association and Board.

C. A teacher requesting a change in an existing or a new co-curricular responsibility shall submit a written request, using the proper "Co-curricular Stipend Addition/Change Form", located on the District web-site, to his/her Association building representative by January 15 of each school year. A job description for the co-curricular responsibility shall be submitted with the stipend addition/ change form. The Association building representative and the building principal (or designee) will meet by February 15 to discuss each stipend addition/change request, including those initiated by a building administrator. The building administrator and the Association building representative will determine if the stipend addition/change request will impact existing equity relationship with other stipends within the same category (i.e. athletic, non-athletic, drama, music, etc.). If other stipends require review, the current staff members receiving those stipends will be required to submit information as requested by the building administrator. This information will be used to determine if the original stipend addition/change request can stand-alone or if

equity issues require all stipends within a category to be reviewed. The building administrator will complete all stipend reviews and prepare a recommendation.

~~The building principal (or designee) will forward a recommendation of approval or disapproval to the Business Manager and Assistant Superintendent of Human Resources by April 1. The Business Manager and the Assistant Superintendent of Human Resource will review the principal's recommendations and take final action on each modification request by May 15.~~

All co-curricular proposal changes must be submitted by February 1st.

Once a year, no later than June 1st, a committee composed of two representatives from the association and two representatives from administration, shall meet to review and assess participation and efficacy of co-curricular programs. They will make recommendations regarding any modifications to co-curricular programs. They will make recommendations regarding any modifications to co-curricular programs no later than July 1st. The determination of what co-curricular programs will be offered rests entirely on the Board of Education.

The District shall create a one-time Extra Curricular Review Committee. The responsibilities of this Committee is as follows:

- The Committee is to review the co-curricular positions in terms of offerings, compensation, placement and structure within agreed upon parameters that will not increase existing expenditures levels for all components within the scope of the review.
- Work to be completed by April 1, 2016
- ~~The proposed changes will be jointly approved by the Y.E.A. and the Board of Education.~~

Estimated Cost: none

Article XII Compensation, Section 12 National Board Certification

Teachers who attain National Board Certification while in a BS lane will move to the MS+0 salary lane. Teachers who attain a Master Teacher Certification while in a MS lane will move to the EDD/PHD lane. ~~Teachers who have started the process for National Board Certification prior to the ratification of the contract beginning with the 2015-16 school year and received the National Board for Professional Teaching Standards (NBPTS) Endorsement will receive Horizontal Lane Movement as stated in the 2012-15 contract and retain the benefit as stated.~~

~~Teachers who start the NBPTS process and attain National Board Certification following the ratification of the 2015-18 contract, will receive \$1,500 each semester for a total of \$3,000 annually while the certificate is maintained. Those individuals that have received Horizontal Lane Movement for this certification as stated above are not entitled to this stipend.~~

~~Proof of a Master Teaching Endorsement is due by January 1st to receive the first semester payment on January 30th or by May 1st to receive the second stipend on May 30th.~~

Estimated Cost: Those teachers identified in paragraph one under the grandfathering clause have been calculated in the estimated costs for salary. The YEA estimated cost for teachers identified in paragraph two is based upon approximately 3 new certifications per year. This would approximately cost the district \$54,000 over the period of three years.

Total Estimated Cost: \$3,124,247 over the three year period