

*"Nothing But The Best"*

# Proviso Township High Schools District 209

LAST PROPOSALS AND COST  
PROJECTIONS

# A work stoppage will further hurt our students

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Our sole purpose is to educate all students within our care

Our Board of Education and administration have made every effort to avoid a teacher work stoppage

Our scholars have already suffered greatly from the lack of in-person instruction due to COVID-19

Our current operating funds will not allow the district to meet the PTU monetary demands

Our continued goal is offer scholars a high-quality education

Our continued goal is to offer our hardworking employees a competitive salary with great benefits

Our scholars deserve the continuity of in-person instruction

Our scholars deserve the best -- *Nothing But The Best!*



# Status of Negotiations



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The Parties have been bargaining on this successor agreement since May 12, 2021. The Union and Board had only ratified the prior Collective Bargaining Agreement in December of 2021.

In the lead-up to the negotiations for this successor CBA, the Board and Union were heavily involved in negotiating issues regarding a Return to Work and In-Person Learning and were meeting frequently over these matters.

After only seven bargaining sessions, the Union determined that it wished to utilize the services of the Federal Mediation and Conciliation Service to assist the parties during negotiations.

The parties have bargained with the assistance of a federal mediator on six occasions. After the conclusion of the sixth mediation session, the Union invoked the posting process set forth in the Illinois Educational Labor Relations Act.

The Union has advised the IELRB that it is preparing "for a work stoppage" despite the fact that the parties have additional sessions scheduled with the mediator.

The Board of Education remains hopeful that there are no other disruptions to the educational environment of our students and desires to avoid any more learning loss for our children as was suffered during remote learning.

# Guiding Principles of Negotiations

Focus on Student Access to Equitable and High Quality Educational and Extra-Curricular Opportunities

Provide Compensation and Benefits to Teachers Which is Competitive, Fiscally Responsible and Aligned to Create Student Success

Maintain the District's Commitment to Upgrading and Modernizing Facilities and Completing Necessary Life Safety Work

Protect Long-Term Financial Stability of the District By:

1. Limiting CBA Length to Periods Where Revenue Can be Accurately Predicted
2. Maintaining a High Financial Rating with ISBE
3. Maintaining an Adequate Fund Balance to Protect the District Which Has Limited Borrowing Capacity



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Pursuit of Nothing But the Best

# The Eight Period Day and Return to Equity in Academic Opportunity

The academic day at Proviso East and Proviso West moved to a 7-period day under the direction of a State-appointed Financial Oversight Panel (FOP) which was imposed upon the District due to its deteriorating financial condition. The FOP required this change as a mechanism to save money beginning in the 2011-2012 school year.

While the 7-period day saved money, it limited educational opportunities for District 209 students at Proviso East and West who left the option of only taking 6 courses per day with a lunch period. This shift also lessened the types of different courses students were able to choose. Lastly, the reduced schedule created negative incentives for students who failed classes as there were insufficient opportunities to make up classes and still meet the 22-hour graduation threshold within four years.

While District 209 and the Teachers agree in concept to an 8-period day at all buildings, District 209 proposes that this newly added period be available for instruction and that Teachers provide 6 periods of instruction, 1 period for planning and 1 period for lunch within the already defined workday. The Teachers, on the other hand, propose that the additional period be used three (3) days per week for teacher-directed tutoring and two (2) days per week for a teacher-directed planning period. This means that 2 days per week each teacher would have 2 periods of planning with no direct educational interaction with students. The District's goal is to increase academic learning opportunities for children.

The return to an 8-period day with 6 teaching periods from current staff allows for an expansion of curricular opportunities at Proviso East and West without a significant financial cost to taxpayers. Under the Union's proposed return to an 8-period day, there will be a significant financial investment required from the Board of Education as it requires hiring approximately 20 additional full-time Teachers at an approximate cost of \$2,000,000 which will be carried annually moving forward. This structure of the 8-period day was previously rejected out-of-hand by the FOP because its members did not believe that it was financially sustainable for the District.



# Class Size Caps and Financial Consequences

The Collective Bargaining Agreement (CBA) contains ideal limits for class sizes which sets them at 25 for Proviso East and West, 30 at PMSA, 50 students for PE, 100 for Music and 25 for Special Education Case Management. District 209 and the Union also have a Committee which meets annually to work on how classes are sectioned and aligning class sizes. This structure has worked for the District with most classes being under the ideal limits provided for herein while retaining the flexibility required for late transfers or students who disenroll. PMSA is specifically sectioned with a class size of thirty students. If this proposal were agreed to, the District would either have to hire additional staff or limit the number of students who could access the educational opportunities of PMSA. The class size obviously has not hampered achievement at PMSA which is a National Blue Ribbon School.

The Union proposes to implement class size caps at 25 students for all schools, lowering the PE class size to 35 students and 12 students for Special Education Case Management. These class size caps are not necessary to support student achievement and would artificially increase costs and limit the number of specialized courses enjoyed by smaller numbers of students.

The Union has not proposed what would occur if a class size exceeded the caps. When this matter was previously discussed in former bargaining sessions, the Union proposed paying the teacher of an hourly rate for every student over the cap for every single day that the student was enrolled. For example, if there were 5 more students in the course for the whole year in excess of the hard cap, the consequence would be to pay the teacher an additional \$35,200. The Union also seeks to have the "workloads" of Counselors and Social Workers "equitably distributed" on a "District-wide" basis. The concept of equitable distribution of workloads is undefined and this proposal requires the balancing of workloads District-wide regardless of building enrollment. Lastly, there is no proposed consequence for a distribution that the Union believes is outside of the distribution.



# Moving Forward with Improving Educational Policy

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The District is seeking to remove language that requires a notice and waiting period for the Union to provide input for changes in administrative policy affecting the educational program and/or course offerings. While District 209 values the input of its professional educators, requiring a procedural waiting period to move forward with adopting programs or policies which enhance the educational program for students is unnecessary.

The District is also seeking to add language which makes clear that Teachers are required to submit lesson plans upon the request of the administration. This allows the District to ensure that teachers are properly planning instruction for students

The District is also seeking to permit flexibility in monthly meetings between the Union and the Superintendent with a designee. The Union has steadfastly rejected this proposal.

# Accountability

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The current CBA requires that a disciplinary action be instituted within 15 school days after the Administration becomes aware of the action which results in discipline which can be extended to 21 school days upon written notice.

While most investigations are completed in that timeframe, if an investigation takes longer, the Union has asserted that a Teacher may not be disciplined for their actions regardless of the severity.

District 209 is committed to providing fair and comprehensive investigations into allegations of misconduct. It is proposing to remove the cap on the number of days for an investigation to be completed and, instead, is willing to agree to initiate a disciplinary investigation within 20 school days of becoming aware of a Teacher's misconduct. This allows the District to thoroughly and adequately conduct investigations which are fair to Teachers while allowing the District to effectively discipline staff whose conduct is not in the best interests of children or the District.



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# District Salary Schedule and Salary Structure

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District 209 utilizes a Salary Schedule Structure which Contains 7 "Lanes" and are based upon the educational attainment of the Teacher. These lanes are: Bachelors, Bachelors +15, Masters, Masters +15, Masters +30 and PhD.

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Teachers generally receive annual increases but may also earn higher earnings increases by moving across lanes. The raises for lane movement can result in salary increases of almost 7% in some cases.

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District 209 assists Teachers to advance their educational credentials by providing tuition reimbursement. The District can pay up to 70% of the cost of the Teacher attaining a Master's Degree. **As part of these negotiations, the parties have agreed to increase the Post-Master's Degree Tuition Reimbursement to \$2,500 annually reinforcing the District's commitment to teacher advancement.**

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These opportunities are part of the investment of District 209 to support the educational advancement of its Teachers whose improved skills are then utilized to assist our students in the classroom. Teachers are rewarded for this commitment to advancement through robust salary increases.

# Compensation Comparisons

## BOARD PROPOSAL

Commits Approximately \$934,971 In Salary Increases for Teachers Over a 2 Year Period with an Annual Increase of \$467,485.50

Maintains Excellent Health Insurance for Educators of Which the District Pays 90% of the Cost. For Some Educators, this is an expense of \$26,208.36. Collectively, the District spends in excess of \$4,500,000 for health insurance benefits for Teachers. This expenditure is expected to grow in the next two years to require an additional \$200,000 expenditure by the District

Allows the District's Expenses to Grow in Alignment with Expected Funding

## TEACHER PROPOSAL

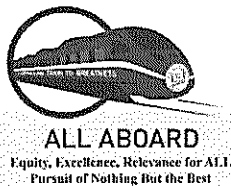
Demands Approximately \$5,972,511 In Salary Increases Alone Over a 5 Year Period with an Annual Increase of \$1,194,502

In addition, it demands 4% Increases in Club Stipends Only While Freezing Pay for Athletic Coaches.

It further seeks a 25% Increase in Hourly Rate for Homebound Tutoring, Second Chance Learning, Saturday School and IB-Related Duties.

Lastly, it proposes an Increase in the rate paid for a teacher asked to teach six classes from \$8,800 per year to a 20% rate of base salary. For a teacher earning \$100,000, this additional cost would be over \$12,000.

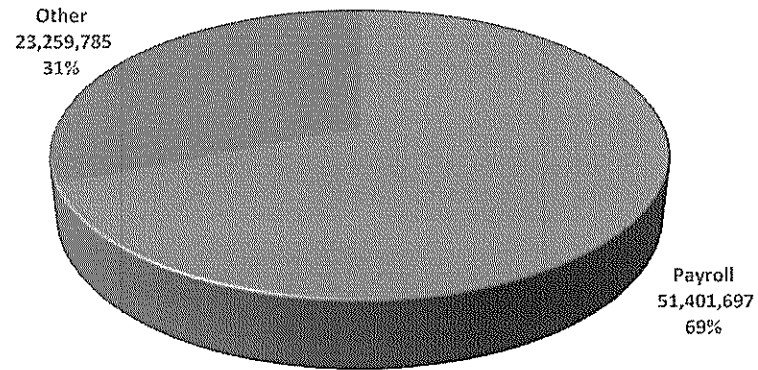
The salary and extra-duty increases proposed will create financial penalties from the State pension system for a significant number of Teachers. These financial penalties must be borne by the District alone and can be tens of thousands of dollars per teacher.



# Total Expenses

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TOTAL EXPENSES - FUNDS 10,20,40 &50  
\$74,661,482



# Providing Fair Pay for Similar Work

The CBA provides that Teachers should only have 3 teaching preparations. This means that the Teacher will only have to prepare to teach 3 separate types of courses. If a Teacher is assigned more than 3 teaching preparations, the Teacher is paid an additional \$1,000 per course for each semester.

Under the current CBA, teachers who teach one class but have different levels of students within the class are being paid additional money. There is not additional preparation because they are only teaching one group of students.

District 209 proposes to make it clear that in these situations, a single class period should only count as one preparation period and that Teachers should not be paid additional money simply due to the different level of students within the class. Differentiated instruction is required and expected from all of our Teachers and leads to improved student outcomes.



# Ending Contractual Penalties

There is a provision of the CBA that requires a notification of assignment for the upcoming school year at least 30 days before the first day of the semester. This is almost always provided to staff far before that deadline. If the notification period is missed by a single day, however, the Teacher is paid a penalty of \$768 unless they have taught the classes assigned within the last three 3 years wherein they would be paid \$384.

District 209 does not believe that these types of penalties for a missed deadlines are fiscally responsible and it seeks to end them.

The Union is seeking to extend this language of the CBA to “caseload assignments” for social workers and counselors who would also be paid the penalty amounts if their “caseload assignments” were changed less than 30 days before the beginning of the semester. This would almost always trigger an additional payment as every year there are a substantial number of students who enroll late and whose academic needs must be met by the District.

District 209 does not believe that paying penalties to support children is in the District’s best interests.



# Retirement Incentives

The CBA currently contains a provision which allows a Teacher with 20 years of teaching experience to enroll into an enhanced salary structure which provides for six percent (6%) for up to four (4) consecutive years.

District 209 had previously negotiated a “sunset” to this provision which means that the parties agreed that the incentive would end. While the District has previously agreed to extend the incentive, it believes that this benefit is no longer financially prudent or necessary. As such, it is seeking to continue with the end of this incentive as previously agreed upon by the parties.





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## Creating a Structure for Excellence in Athletics

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District 209 is widely recognized for its prestigious athletic programs and renowned alumni who competed on its interscholastic teams.

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The athletic programs offer many of District 209's students with a structured outlet to compete, learn and create life-long friendships.

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These programs also offer opportunities for many of our underprivileged students to access scholarship opportunities which open opportunities to attend academic institutions which may be beyond the financial capabilities of their families.

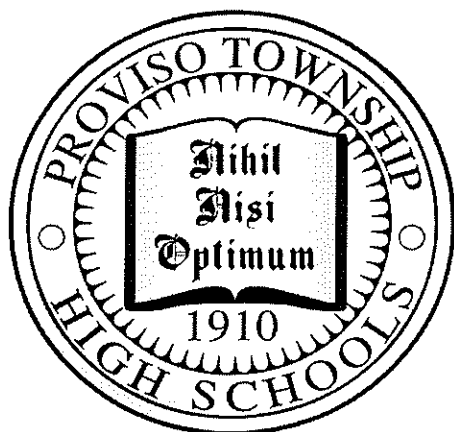
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The current CBA requires non-Teaching staff to reapply for their coaching position every year, regardless of performance and success, and gives Teachers who apply for a coaching position a "preference" over outside candidates. The CBA also retains the compensation structure for coaches. Despite controlling the compensation and requiring annual re-hiring, Teachers only comprise about 34% of the athletic coaching positions.

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Many highly qualified coaching candidates refuse to apply for coaching positions in District 209 due to the annual posting requirement. The District is desirous of removing athletic coaching from the CBA altogether and to creating new and creative options for seeking highly qualified coaching candidates for its programs.

# Conclusion



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District 209 desires to create the best educational environment possible for its students.

District 209 values and respects its teachers and is desirous of reaching an agreement which is fiscally responsible and provides adequate compensation for its Teachers.

District 209 hopes that there are no other disruptions to the educational opportunities for its children through a work stoppage. It firmly believes that any additional educational delays and disruptions to these opportunities is deleterious to our children.