

## FREQUENTLY ASKED QUESTIONS RELATED TO D207 COST-CONTAINMENT MEASURES

- 1. In Dr. Wallace's letter to MTA members he said, "We estimate that by freezing the base of the salary schedule for the 2010-2011 and 2011-2012 school years, we could save approximately 55 teaching jobs from being eliminated." Was using the word "could" instead of "would" an attempt to leave room for the administration to not fulfill this claim?**

That is absolutely not true. The MTA requested that we write the letter to help them communicate with the membership. There was no calculated "word-smithing" being done. In fact, the letter was reviewed by the MTA leadership, and Dr. Wallace edited his original letter several times based on MTA input. If the MTA felt that word was being used as a "wiggle" word, that concern would have been addressed with the others. MTA concessions WILL save jobs. The number of jobs is related to the amount of concessions. And the Board will quantify that in any way that the MTA needs to have it quantified to insure trust in the deal.

- 2. Can the union open the contract to discuss salaries without risk of losing other benefits and working conditions provided for in the current BOE-MTA Agreement?**

In order to reopen the contract, both the MTA and the BOE would have to agree to do so. Prior to bargaining any provisions currently contained in the Agreement, a set of ground rules for bargaining must be agreed to by both parties. Those ground rules would list the specific topics that are open for negotiations. If both parties agree to negotiate just the cost-of-living adjustment (COLA) for the remaining years of the Agreement, then that would be the sole topic on the table for discussion. The intent of Board and administration is to reopen the contract in order to adjust salary increases for the next two years for the sole purpose of saving jobs of bargaining unit members. In addition, the ground rules can state that if no agreement is reached then the current contract provisions stand. The actual number of jobs saved depends on whatever the MTA is willing to do financially to help reduce the 75 teaching positions to be eliminated.

- 3. We've heard that opening the contract has never occurred in D207 and is uncharted territory for the union. Have any terms and/or conditions been reopened and mutually-agreed to by the BOE and MTA in the past?**

Actually, two different articles in the current BOE-MTA agreement have been opened and modified in a collaborative manner within the past 18 months. In December 2008, the Superintendent and MTA President signed an agreement related to the protocol for

approving requests for religious holiday leaves of absence. The agreement was entered into by both parties as a result of some unforeseen issues related to intent and use of religious holiday leave. Also, in June 2008, after the Agreement was signed, but before copies were printed and distributed to staff, it was discovered that a phrase contained in an MTA proposal on Professional Development significantly reduced a benefit provided to teachers on Column VII for tuition reimbursement. The mutually-agreed to phrase provided tuition reimbursement only for those courses during the school year. The Administration brought this unintended concession to the attention of the MTA President and both parties agreed to modify the previously-approved language to provide tuition reimbursement for courses taken during summer recess as well.

**4. Is there a way to agree to some salary concessions as a way to save teachers' jobs without hurting the pensions of those staff members set to retire in 2012 or sooner?**

Yes, simply freezing base salaries in 2010-11 (no COLA) but adding a step to the bottom of Columns I-VII would ensure the retirees receive a 3.2% increase and not negatively impact their pensions. This would mean staff members would receive a salary raise equal to their step increase. For 2011-12, a second step would be added to the bottom of each pay column equal to a 3.5% increase to safeguard the pensions of retirees, yet save nearly 16 teaching positions, for example. The next Agreement would revert back to a 20-step salary schedule. Another option would be to freeze everyone's step increase and continue to provide the COLA amounts described in the current salary schedules.

**5. Even if the MTA agrees to a salary freeze won't teachers' jobs be in jeopardy anyway?**

The current financial situation D207 faces was not caused solely by the step and cost-of-living increases provided to bargaining unit members; thus, a salary freeze for teachers will not be the only cost-containment measure needed to solve the problem. However, any salary concessions the MTA agrees to provide will be used to save teachers' jobs. Roughly one-third of the 75 teaching positions slated to be eliminated could be saved through COLA salary concessions without impacting the pensions of retirees.

Without an aggressive expenditure reduction plan, the possibility for another round of staffing cuts in 2010-11 is a distinct possibility that will likely impact tenured staff. Any salary concessions that reduce the number of staff cuts will serve to preserve the positions of those staff members with more seniority.

**6. Has an NEA-affiliate ever agreed to salary concessions in times of a financial crisis?**

Yes, recent articles submitted to the MTA in October have been shared with the MTA's Rep. Council. The Denver Teachers' Union agreed to salary concessions with safeguards built in to pay back some money if CPI improves or other economic conditions cause an influx of unexpected revenues.

**7. Instead of a COLA freeze, is it possible to keep everyone at their current step?**

Yes. A step increase freeze would mean everyone would stay on their current step and be paid at the salaries shown in the 2010-2011 Compensation Schedule. This type of salary freeze would not be detrimental to the pipeline retirees and would ensure all staff members receive the same increase in base salary.

**8. Is it true that a fourth year teacher could be RIF'd over a first year teacher from the same department?**

Yes. The Reduction in Force article only pertains to tenured staff members. A tenured teacher is afforded more rights than a non-tenured teacher. A seniority system does not exist for non-tenured staff; hence, the reason all non-tenured staff are listed in alpha order on the RIF lists. The building administrators will make the decision as to which non-tenured staff members are given letters of no defined assignment for the 2010-2011 school year. Those decisions will be based on building/departmental needs, teacher certification and expertise, performance and service to the district outside the classroom.

**9. Is it true that a tenured teacher who gets RIF'd but has certification in another content area can bump a non-tenured teacher from a different department?**

Yes. The Reduction in Force article in the contract provides tenured staff in one department bumping rights over non-tenured staff from another department as long as the tenured staff member is certified by ISBE in the other content area. For example, Teacher A is certified in both math and physics. Teacher A has never taught math, but is a tenured physics teacher and has been a D207 employee for 5 years. Teacher B is a non-tenured math teacher completing her fourth year of service in D207. Due to increased class sizes, the district is overstaffed with physics teachers and a need exists to RIF a tenured physics teachers. Teacher A would be RIF'd from science, but would displace a non-tenured math teacher. Teacher B would lose her job and Teacher A would be assigned to teach math the following school year even though he's never taught a math course previously. Again, the rights of a tenured teacher are greater than those of a non-tenured teacher as afforded by state law referenced in Illinois School Code.

**10. Can I be deemed a “critical need” teacher if I’m the only teacher supporting a school or district program that would be eliminated if I were to lose my job?**

In certain circumstances, a tenured teacher can be deemed a critical need teacher and be bypassed for a reduction in force. A non-tenured teacher cannot be deemed a critical need teacher in any circumstance according to the provisions of the Reduction in Force article.

**11. Is there a mandatory recall list for teachers who are RIF’d in the event a position becomes available in the near future?**

Yes, a recall list does exist for tenured staff members who are RIF’d. Non-tenured staff are not provided for in the Reduction in Force article and do not have recall rights. Of course, the district would likely rehire a non-tenured teacher if a position became available, but the decision regarding which non-tenured teacher to rehire would be up to the building administration.

**12. I heard the district substitute list was closed to new substitutes. Would a teacher who loses his/her job be allowed to substitute teach in D207?**

Absolutely, a certified teacher may sub up to a maximum of 120 days for a teacher or an unlimited number of days per year as a Teaching Assistant.

**13. How long do I stay covered by D207 insurance if I am not hired back for next year?**

Until August 31<sup>st</sup> for no additional charge and then you would be able to stay on for 18 months through COBRA.

**14. If I was not going to be asked back for 2010-2011, could I keep my job if I agree to go part time or take an unpaid leave of absence?**

Only tenured staff members may request an unpaid leave of absence for up to two years and maintain their tenure status. If a non-tenured staff member has a break in service for an extended period of unpaid time they would lose their accrued years of service toward tenure and start over upon returning to full time employment.

Outside of job-sharing, the district does not allow voluntary part time employment unless a part time position needs to be filled after the scheduling process. The right to request a job-sharing position is reserved solely for tenured staff.

**15. Why can't we eliminate one-half the required positions this year and the other half after 2010-11?**

Eliminating 50% of the positions being recommended this year would create the need to eliminate more than the remaining 50% of the positions the following year due to the cumulative effect of the step and cost of living increase those staff members would receive if not eliminated this year

**16. Would agreeing to a COLA freeze reduce my chances of being RIF'd?**

As a tenured teacher, the fewer non-tenured teachers who get released means the higher you sit on the seniority list for potential staff reductions in the future.

**17. Is it true that the district wants to eliminate job-sharing opportunities for teachers?**

Currently, the Board reserves the right to approve or not approve all requests for job shares. That provision has been in the contract language since the inception of job-sharing in D207. While the intention is to maintain job-sharing opportunities, some people feel it is unfair that job-sharing staff move a full step on the salary schedule each year even though they've taught less than full time. The RIF procedures grant more credit for full-time teaching than for part-time job-sharing staff, but for salary purposes both staff members move a full step. As an example, Science Teacher A has job-shared for 8 years and has taught 2 classes per year while on a job-sharing assignment. Teacher B has taught 4 classes for the past 4 years. Although both teachers have taught the same number of classes, the job-sharing Teacher A has moved down the pay scale a total of 8 steps, while the full-time Teacher B has moved only 4 steps. There is an inconsistency when it comes to awarding RIF points and step changes among job-sharing versus full-time staff members. The interest is simply in cleaning up the inconsistency, while still providing a flexible scheduling opportunity for staff members.

**18. Is it true that the district had to pay an Early Retirement Option penalty for the former business manager?**

The district has no control over TRS rules and regulations. If D207 is on record as being one's last employer prior to a person's retirement through TRS, then both the individual and district must pay the ERO penalty. The district's penalty is 23.5% of one's salary for each year of retirement prior to turning age 60 if they do not have 35 years of service.

The district also paid an ERO penalty near six figures for a West teacher who retired last year under ERO. The bottom line is the district cannot prevent people from retiring under ERO and avoid paying penalties.