April 22, 2016

Via Electronic Mail

Erin Hegarty
Daily Herald Media Group
155 E. Algonquin Road
Arlington Heights, IL 60005
ehevarty@dailyherald.com

RE: RESPONSE TO FOIA REQUEST

Dear Erin Hegarty:

Thank you for writing to Community Consolidated School District No. 15 with your request for information pursuant to the Illinois Freedom of Information Act (“FOIA”), 5 ILCS 140/1 et seq., received on April 15, 2016.

You requested the following:

“I am requesting an electronic copy of the Classroom Teachers’ Council Professional Agreement 2016–2026.”

Your request is granted in part and denied in part. The summary of the contract’s major terms, as approved by the Board, is available on the Board’s website (at http://www.ccsd15.net/pages/CCSD15/Board_of_Education_Group/Docs/AgendaAttachments/2015-16/2016-04-13_BOEAgendaAttach.pdf ) and is also enclosed for your reference. However, the District is still working with the Classroom Teachers Council (“CTC”) to finalize language within the written contract document. When this work is completed, we will submit the draft to our representative attorneys for review to ensure all the language is clear, unambiguous and protects each party. Consequently, there is no further document responsive to your request at this time.

District 15 will share the written contract on our website as soon as it is in its final form. In the meantime, the District has shared the contract’s major components and the Board’s approval parameters, and we also have answered specific questions related to the agreed upon components. To publicly release drafts of detailed contract language, on the other hand, is not required under FOIA because the legislature has recognized that this could mislead the public and cause unnecessary labor disputes both in the immediate and long-term. Please note that the procedure used to approve the contract this year is identical to the process used in the District’s past, as well as most other school districts in the Chicagoland area; namely, the Board and union each vote on the contract first, then reduce the detailed contract language to writing for signature by the parties.

Therefore, to the extent you are seeking preliminary drafts of the written contract that are currently being prepared by the District and CTC, your request is denied pursuant to FOIA Sections 7(1)(p) and 7(1)(f). FOIA Section 7(1)(p) exempts all “[r]ecords relating to collective negotiating matters between public bodies and their employees or representatives, except that any final contract or agreement shall be subject to inspection and copying.” 5 ILCS 140/7(1)(p). This exemption covers any draft contract documents exchanged by the parties other than the final written contract with the CTC.

In addition to the exemption at 7(1)(p), FOIA Section 7(1)(f) exempts “[p]reliminary drafts, notes, recommendations, memoranda and other records in which opinions are expressed, or policies or actions are formulated, except that a specific record or relevant portion of a record shall not be exempt when the record is publicly cited and identified by the head of the public body.” 5 ILCS 140/7(1)(f). In this case, the written draft containing all of the detailed contract language has not been completed, let alone

Community Consolidated School District 15
Joseph M. Kiszka Educational Service Center
580 North 1st Bank Drive
Palatine, IL 60067
Scott B. Thompson, Ed.D.
Superintendent of Schools
(847) 963-3000 • Fax (847) 963-3200
www.ccsd15.net
publicly cited and identified by the Board President. In these circumstances, the Illinois Attorney General’s office has ruled that such drafts of written collective bargaining agreements are exempt pursuant to FOIA Section 7(1)(f). See 2012 PAC 20502 (July 19, 2012) (“Although the School Board has agreed to terms of a contract, a contract that contains those terms has not been finalized. To the extent that a preliminary draft of the contract could be construed as responsive…the Public Access Bureau has previously determined that a draft of an agreement that has not been finalized may be characterized as preliminary and properly falls within the provisions of section 7(1)(f).”) (internal quotations omitted). Thus, the District’s denial is proper.

You have a right to have the partial denial of your request reviewed by the Public Access Counselor (PAC) at the Office of the Illinois Attorney General. 5 ILCS 140/9.5(a). You can file your Request for Review with the PAC by writing to:

    Public Access Counselor
    Office of the Attorney General
    500 South 2nd Street
    Springfield, Illinois 62706
    Fax: 217-782-1396
    E-mail: publicaccess@atg.state.il.us

If you choose to file a Request for Review with the PAC, you must do so within 60 calendar days of the date of this letter. 5 ILCS 140/9.5(a). Please note that you must include a copy of your original FOIA request and this letter when filing a Request for Review with the PAC. You also have the right to seek judicial review of your partial denial by filing a lawsuit in state circuit court. 5 ILCS 140/11.

As the District’s FOIA Officer, I am responsible for the District’s response to your request. If I have misunderstood your request in any way, please clarify your request in writing to me.

Sincerely,

Scott B. Thompson, Ed.D.
Superintendent of Schools
CCSD 15 FOIA Officer
(847) 963-3205
thompos@ccsd15.net

Enclosures
Hi,

I hope all is well with you. This is Erin Hegarty with the Daily Herald. I was wondering if you could send this to your FOIA officer. Thank you for your help.

On the 15th day of April, 2016, I'd like to make the request under FOIA for the following information:

I am requesting an electronic copy of the Classroom Teachers’ Council Professional Agreement 2016–2026.

Thank you for your help.

Erin Hegarty
MEMORANDUM

DATE:        April 13, 2016

TO:          Board of Education

FROM:        Scott Thompson

RE:          Superintendent’s Report

There will be two items in my section:

1. Facilities Plan Committee v2.0 Report—The committee has selected five members to present to you its recommendations regarding the future of schools in the district for consideration.

   The PowerPoint presentation the representatives will use is included in your materials. All of the members of the committee have been invited to the meeting. They have been a terrific group of committed individuals, laboring to weigh all the considerations in reaching their recommendations. They should be commended for their bold, far-sweeping vision for the D15 students, which would undoubtedly impact all the members of the community. (I won’t elaborate more on the recommendations to afford the representatives the opportunity to share their vision with you.)

2. Agreement with D15 professional staff—I have included the highlights of the contract for your review. I will verbally share the key components of the contract with you (and those in attendance and who will view the digital recording). This is a requirement of the Open Meetings Act to ensure the public has the proper amount of information to understand the action being taken by the Board.

I have also included some talking points in the event you are asked some questions in the community regarding the contract. It will probably be best to stick to these when commenting about the contents of the contract. As always, feel free to refer detailed questions to me. I will be happy to talk to any member of the community.
2016-2026 CTC AGREEMENT
Talking Points

• A contract must be viewed in totality, not in the specifics of the agreement. Each group gives and takes, with the joint goal of moving forward together to provide the best education possible for our students.
• A ten-year agreement offers stability on many fronts, including the ability to project actual costs in creating budgets well into the future.
• The costs associated with the contract will be an average of less than 1% a year over the course of the 10 years.
• Teachers will receive reasonable increases that will help the District attract and retain quality teachers.
• The Tier 2 schedule remains intact to continue the savings achieved in the previous agreement, while allowing for teachers to move to the Tier 1 schedule after six years of service. This is an incentive for new teachers to remain in the District and allow them to obtain parity with their more veteran colleagues. (It also should prevent a morale issue that has been brewing since the creation of the Tier 2 schedule.)
• There are other cost saving measures included in the contract, which will further reduce the annual cost of the contract (i.e. PA allocation efficiencies, increased workload for art, music and PE teachers to match their regular education peers’ workload, increases in the number of steps to obtain the highest salary on the schedule)
• RIOP—While the end-of-career increases are challenging for the general public to live with, the benefit has been changed to a retirement incentive, which will encourage the highest paid teachers to retire from the organization and allow the District to replace these teachers (at the earliest possible date) with teachers making less than half the salary as the exiting teachers.
MEMORANDUM

DATE: March 9, 2016

TO: Board of Education

FROM: Scott Thompson

RE: CTC Contract Exploratory Committee Update

Background
The Classroom Teachers Council (CTC) Executive Board approached me in the fall to suggest a different way to approach negotiations for a new contract. The members suggested an informal group of representatives of administrators and CTC Executive Board members (three from each group) meet to brainstorm possible components of a new contract. I made it clear on several occasions that I did not have the authority to negotiate a contract with the CTC, but if the Board approved an exploratory committee to discuss possible contract components, the brainstorming conclusions could be shared for consideration with no binding commitments. The School Board agreed to the process.

The Exploratory Committee met on many occasions to craft a non-binding proposal to be shared with the respective boards. If either board determined the proposal was unsatisfactory, the CTC would issue a demand to bargain and the process would revert to traditional negotiations.

The committee has crafted a proposal that will be shared with you on Wednesday. In preparation for our discussion on CTC contract negotiations, I am sending you the highlights that have been discussed as possible agreements for the new contract.

Highlights
Ten-year contract (2016-2026): The length of this contract provides stability on many fronts; foremost is the strong financial position that it would provide for the District. Teachers would find the length of the contract reassuring, encouraging stability in our excellent teaching force. It also avoids protracted negotiations and legal costs multiple times in the next ten years if the contracts were shorter in length. I believe the length of the contract allowed for significant concessions by the CTC that would not have been available for a shorter contract.

Reasonable increases for individual teachers, desirable cost to the District: Individual teachers will receive reasonable raises, while the increase in cost to the District over the 10 years is .9% per year (without factoring in additional savings most likely to be realized).

Resolving the problem of Tier 2 salary schedule: Our Tier 2 salary schedule is creating a growing problem for the District and the Union. (Although this item was raised by the CTC, the administration wanted to address it as well.) Tier 2 employees view their salary schedule as inferior to the Tier 1 counterparts, creating an unhealthy culture in the District. We are finding it increasingly difficult to attract high-quality candidates in our most challenging-to-fill positions. And we are losing experienced teachers in those positions to other districts that pay higher salaries. And eventually, when the majority of teachers are on the Tier 2 salary schedule, there is bound to be tough negotiations and a correction.
We attempted to resolve these issues by creating a path from Tier 2 to Tier 1. After six years of service, teachers would be moved to Tier 1 at the salary just higher than their Tier 2 salary. The year of transition creates usually modest raises, some as low as .5%. And the Tier 1 schedule has salaries decreasing in cells for the first four years and Tier 2 for three years. Consequently, when teachers move from Tier 2 at step 6, they are likely to move to a lower step on Tier 1. This makes the path to higher salaries require more years of service, saving the District money.

_Savings through new program assistant (PA) allocation:_ A long-standing allocation formula has required the District to provide PA hours to every school. The last negotiation allowed the administration to reduce the general education PA hours up to 25% of the formula allocation. This new formula increases the savings to the District, estimated to save more than $500,000 annually.

_Tuition Reimbursement Guidelines:_ The committee is proposing an increase in the number of on-line graduate credit hours that may be applied for lane advancement. Previously, on-line coursework was limited to 15 semester hours. The committee recognized that on-line courses have developed into quality alternatives to brick-and-mortar classroom experiences. The administration does not feel this increase will be in any way detrimental when compared to the current structure.

_Teacher Work Day:_ The CTC desired to have teachers working together on their instructional practices more frequently than is currently occurring. The group proposed using two Friday Early Release times for the purpose of teamwork. The administration felt that there are enough controls and benefits from this change to agree to the change. In reality, it gives teachers an extra 10 sessions a year to meet together to collectively improve their craft.

_Elementary Specials Teachers (art, music and PE) have progressively increased workloads to match their general education colleagues:_ This will increase the number of students these teachers service and reduce the number of specials teachers the District will need to employ (saving money).

_Leaves:_ Employees are granted 12 sick days per year, with no limit to the number accumulated. After the accumulation of 89 sick days, the annual allotment increases to 15. The CTC requested that the District grant 24 days annually to those who have accumulated 170 days. (Teachers work 183 days annually.) The administration believes this is an incentive for teachers to not use their sick days unless absolutely necessary, decreasing the costs for substitute teachers. Also, the effectiveness of substitute teachers is minimal. The best instruction occurs when the permanent teacher is in the classroom. The administration also calculated the risk of employees using these days (which is a cost to the district), and it felt that the benefits outweighed the risks.

_CTC also wanted to modestly change the number of days members could donate to the ‘sick leave bank’. It also wanted a slight change in access to these days. The administration felt there were benefits to the District to agree to propose these changes._

_Retirement Incentives:_ In our efforts to decrease the overall cost of the contract, the administration proposed the retirement incentive (RIOP) had to be accessed at the earliest opportunity—four years prior to the year the teacher was eligible for retirement. Encouraging teachers to retire at the earliest occasion positions the District to eliminate the highest paid teachers and replace them with teachers at the lowest paid positions on the salary schedule. It also reverts the offer to an incentive instead of a benefit. We will propose to the CTC to add language to eliminate the risk of paying a penalty if legislation prohibits these kinds of increases.

_Increase in number of steps to the end of the schedule:_ We proposed (and the CTC accepted) to increase the number of steps at the top of the schedule. Consequently, it takes one additional year to attain the highest salary. This was accomplished by removing step 20 on the regular schedule and creating two longevity steps.

**Conclusion**

Contracts between two parties are never perfect. In fact, most of the time both sides feel a bit dissatisfied given the compromises that move from their ideal to somewhere in the middle. This contract is not perfect, but given all the financial aspects and the organizational aspects, the administration feels it is worth serious consideration. In our efforts to move forward in the next ten years, this contract could position our organization to make some significant strides.