

A special meeting of the Board of Education of the Oak Park and River Forest High School was held on Tuesday, January 31, 2012 in the Board Room of the high school.

Call to Order

President Millard called the meeting to order at 6:34 p.m. A roll call indicated the following members were present: Valerie J. Fisher, Terry Finnegan, Dr. Ralph H. Lee, Amy Leafe McCormack, Dr. Dietra D. Millard, Sharon Patchak-Layman, and John Phelan. Also present were Dr. Steven T. Isoye, Superintendent; Nathaniel L. Rouse, Principal; Lauren M. Smith, Assistant Superintendent for Human Resources; and Gail Kalmerton, Executive Assistant/Clerk of the Board of Education and FOIA Officer.

Visitors

Kay Foran, Communications and Community Relations Coordinator; James Paul Hunter, Faculty Senate Executive Committee Chair; Paul Noble, faculty member; Terry Dean of the *Wednesday Journal*; William Dwyer of the *Oak Leaves*; Bridget Doyle of the *Chicago Tribune*.

Closed Session

At 6:35 p.m., Dr. Millard moved to enter closed session for discussing collective negotiating matters between the District and its employees or their representatives or deliberations concerning salary schedules for one or more classes of employees. 5 ILCS 120/2(c)(2); seconded by Mr. Phelan. A roll call vote resulted in all ayes. Motion carried.

At 6:57 p.m., the Board of Education resumed its open session.

Collective Bargaining Agreement

Mr. Phelan moved to approve the Collective Bargaining Agreement, as presented; seconded by Mr. Finnegan. Discussion ensued.

Dr. Lee supported the agreement even though he opposed what he perceived as reluctance on the part of the Board of Education to give a clear picture of where it plans to go from this point. He believed the Board of Education needed to be clearer about its future intentions instead of remaining silent when it has another agreement to approve.

Mr. Finnegan thanked all of the parties involved in the negotiations, as it had when a tremendous amount of cooperation between all parties. The nonfinancial aspects of this contract show the faculty's degree of flexibility for the students going forward. The faculty has shown tremendous partnership with the Board of Education, the administration, and the community at large. This contract will allow a two-year window to open the negotiations in the broad sense and have the entire community, with the recent changes put in place with the Faculty Advisory Committee (FAC), to have open dialogue for everyone to be comfortable with how the resources are more positively used to affect every child in this school. He applauded the faculty and Mr. Phelan, the Board of Education's main negotiator, for working diligently to create a two-year agreement that reflects the current economy and provides a window of time to look at future negotiations after completing the strategic plan.

Ms. Patchak-Layman read the following statement:

“In September, in preparation for the faculty contract negotiations, I developed four goals to guide my thinking and assessment of a proposed Board of Education Contract with Faculty Senate.

“I wanted to sign a contract that

1) focused on student outcomes and success, while supporting the work of teachers as professional associates. This is exhibited by a contract with the following dimensions:

- A. The contract recognizes the primary beneficiary is the individual student.
- B. The contract has been bargained in a collaborative manner with multiple participants.
- C. The contract monitoring is student achievement driven and outcome oriented.
- D. The contract includes salary and incentives that are based on level of demonstrated expertise.

“The proposed contract has no binding commitment to the mission of this high school or to the goals of this Board of Education. In fact, the preamble of the contract specifically acknowledges that the board and faculty are not contractually obligated or legally bound to act on beliefs expressed for highest quality education, the value of individualized instruction, the respect for the rights of others and interactions that demonstrate an understanding of this diversity. The proposed contract does not put students first.

2) used a differentiated compensation plan, while supporting the work of teachers as professional associates. This is exhibited by a contract with the following dimensions –

The contract will have multiple compensation plans. Examples of this include:

- A. One plan will allow teachers to have a career ladder in instructional leadership while remaining classroom based.
- B. One plan will increase exposure of high needs students to highly effective teachers.
- C. One plan will compensate teachers based on knowledge and skills.
- D. One plan will compensate teachers based on experience and degrees.

This proposed contract maintains the status quo of steps and lanes without any other options. There is no opportunity for recognition of master teachers through compensation.

3) Ensured that all teachers have working conditions that sustain a learning environment that supports their ability to be highly effective with students,

while supporting the work of teachers as professional associates. This is exhibited by a contract with the following dimensions:

- A. The contract will provide support for teachers to build upon each student's ability to meet high standards for behavior and aspirations, to assume leadership roles in building learning environments that enable students to be successful through both their behaviors and mindsets and to assess continuously the learning environment. The contract will provide wrap around support for students.

This proposed contract has no requirement for/or mention of faculty professional development and participation in professional learning communities. Contracts contain obligations and responsibilities for both sides; it is a two-way document. By not delineating specifically the districts obligations to provide professional development and support for teachers, it will be difficult to hold faculty responsible for using and incorporating this learning into the classroom. Parents have approached the board over the last year regarding issues of special education, race, and achievement with concerns about the professional development around these issues. We have little accountability with the community, when such important concerns are not addressed within a contract.

- 4) allows teachers to mirror the community at large in workday and work year length, while supporting the work of teachers as professional associates. This is exhibited by a contract with the following dimensions:
 - A. The contract will set an 8-hour workday and 260-day work year as the base for compensation.
 - B. The contract will allow teachers to craft work year flexibility by petition.

“This proposed contract continues the status quo with only a 4 hour instructional day for teachers for 174 student days, less 6 more days for exams and not instruction. As a reference point, elementary teachers have a 5-hour instructional day, early childhood teachers have a 6-hour instructional day, and our own paraprofessionals have a 7-hour instructional day.

“The additional period of supervisory for teachers can include hall duty, study hall, tutoring, test make up, or special projects. No work in a supervisory period shall include any responsibility outside of the assigned period. Supervisory work would not qualify as intentional, long-term educational support for students.

“The additional hour before first period and after eighth period provides some flexibility in extending the instructional day for students. However, the teachers who will be assigned to these classes, unless they volunteer, will come from new hires first. There is a problem with introducing seniority into classroom teaching assignments. It can limit students from having the best teacher and most appropriate teacher for the class because seniority takes precedence over highly qualified.

“I do not support the contract before us. It is not in the student’s best interest.”

Mr. Phelan supported the contract because it makes advances, although not the drastic ones imaged by Ms. Patchak-Layman. He also felt that Ms. Patchak-Layman had misrepresented the words of the preamble in the contract and the statement misapprehends the nature of the collective bargaining agreement in many respects, but not all. While some of the references to compensation are subjects for collective bargaining agreements, this is an agreement in difficult economic times. He enumerated its benefits:

- 1) Saved the District \$2.7 million from the budget expectation that was set forth for the coming two years.
- 2) Cleared the way for strategic planning that will take place over the coming months with the Board of Education, the administration, and the faculty. This will set many parameters and goals.
- 3) Cleared the bell schedule from the contract allowing the administration to think creatively about how to better use the day to teach students.
- 4) Completed in a timeline that would prevent further distractions from the school at this time. Broad-based negotiations would have taken away from students this semester

Mr. Phelan continued that necessary community conversation about how to improve the methods of educating the students is on the verge of occurring and he looked forward to those conversations. He too complimented the Faculty negotiating committee for its cooperation and realistic approach in these difficult economic times and he applauded the faculty for recognizing the value of this contract.

Ms. Fisher supported the contract and appreciated the contributions by all who participated. In particular, recognition must be given to the faculty for being sensitive to the Board of Education’s need to balance both the needs of the taxpayers because of the economy, as well as the need to have an excellent comprehensive high school. Some of the concerns raised by Ms. Patchak-Layman were issues that would be better addressed in a strategic plan situation. They are not a matter of contract. This contract provides enough flexibility so that many of her specified concerns can be addressed. It is the job of the Board of Education in negotiating the contract with the faculty to bear in mind both the needs of the community in terms of having an economy that will work and a long-term planning process for the use of finances, along with the excellence that everyone demands.

Ms. McCormack echoed the comments of Mr. Finnegan, Mr. Phelan, and Ms. Fisher and offered her thanks to all of the parties involved.

Dr. Millard noted that she had never seen a perfect contract and the Board of Education had done the best it could. A perfect contract for one student would be different for another student. Everyone works together as a team to do the best possible for each individual student. She made the following statement.

“This evening the Board of Education takes up a single action item—a vote on the tentative agreement the District has reached with the Faculty Senate that was ratified by its membership yesterday. The work that has been done here is masterful. With the current contract set to expire June 30, 2012, the Board of Education last fall examined available options to negotiate a new contract. A consensus emerged that negotiating limited, key items in a short-term contract would be in the best interests of the District at this time. Thoughtful, patient, strategic negotiations over the last several months resulted in a tentative agreement being reached and shared with Faculty Senate last week. That work set the foundation for Monday’s successful ratification.

“The key provisions of this two-year bargaining agreement are straightforward and I believe will help our District’s progress in two vital areas: student achievement and long-term cost savings efforts. This contract provides for a freeze to the current salary schedule for the next two years, representing at least a \$2.7 million in projected savings to the District over the next two years alone, with additional, lasting savings of 2.5% annually over the life of the overall salary matrix.

“Just as significantly, contract changes related to supervisory assignment’s and the school schedule pave the way for the flexibility to explore exciting new opportunities for creative collaboration in improving school climate and culture and designing a school day that targets all students’ needs.

“The Board of Education appreciates that the Faculty Senate’s ratification of this agreement demonstrates tangibly its commitment to the District’s continuing long-term viability and education excellence.

“The Board of Education and District have several immense tasks to address in the months ahead. These include:

- Completing the review and revision of the Board policy manual—important groundwork for future work the District may undertake to ensure policy alignment with equity in education goals.
- Implementing changes related to state mandates concerning teacher evaluations, common core curriculum, learning standards, and Response to Intervention strategies; and
- Embarking on comprehensive strategic planning. Its success and worth will depend upon the thorough involvement and engagement of everyone—the Board of Education, the administration, the faculty and staff, and the community combined.

“These major endeavors will doubtless shape future Board of Education goals and plans and impact District and building practices. We are fortunate to be in a position to head into this important work with a two-year contract resolved, and a faculty full engaged as our essential partner. The duration, scope, and key provisions of this contract provide us with the flexibility and responsiveness we need to forge ahead with energy and purpose and tackle these critical activities as a team.”

Dr. Millard thanked each member of the Board of Education and the members of Faculty Senate who worked diligently with the Board of Education to reach a successful bargaining agreement.

Adjournment

At 7:20 p.m. on Tuesday, January 31, 2012, Dr. Millard moved to adjourn the Special Board Meeting; seconded by Ms. McCormack. Motion carried.

Dr. Dietra D. Millard
President

Amy McCormack
Secretary