

TETON COUNTY SCHOOL DISTRICT #401
Minutes of Teacher Negotiations 2015-2016
District Office
June 11, 2015 5pm

Open Session:

Present: Susan Pence, Lisie Smith, Juli Gottler, Deb Loudenslager, Scott Marotz, Delwyn Jensen, Ben Kearsley, Amy Sotin-Wood, Maralee Saulters

Call to Order:

Mrs. Smith welcomed everyone in attendance and led in the Pledge of Allegiance.

Proposals:

Mrs. Smith agreed to read through minutes and approve them. The TEA would email any changes they might have on the minutes.

Article 1: Bargaining Units

Mrs. Smith explained that changes to the proposed Master Agreement are made in red. (Refer to attachment) The TEA is tabling Article 1: Bargaining Units for the present.

Article 2: Procedure

Mr. Marotz asked the TEA to adopt the Board's language for Article 2, subunit B which states:

“Negotiations for the Master Contract shall commence within 30 days of a written request by either party, but not before March 1st of each year.”

Mrs. Pence asked for clarification on the difference in the TEA's subunit B and the Board's subunit B. Mr. Marotz stated that he felt it was important that it be stated that negotiations will not start before March 1st of each year. The TEA agreed to this language and agreed to adopt the Board's Article 2, subunit 2. The Board agreed to the changes the TEA made to Article 2, subunit C. Mrs. Smith and Mr. Marotz signed off on both of these items.

Article 3: Association Rights

In Article 3, Subunit M, item 2 the TEA struck language from the last sentence. Mrs. Smith explained that the TEA was unsure of the exact cost and that was the reason for the change. Mr. Marotz explained that the TEA would only be dealing with the exact cost as set out in Idaho Code Section 9-338 10.C.

Mrs. Smith asked for clarification of “Association business” in the Board's Article 3 Subunit D item 4. (Refer to Attachment) Does Association business include communication between the TEA president and the superintendent? Mr. Marotz responded that the TEA president and the superintendent can set whatever agreements you would like. General TEA business should be done outside of contract hours. The TEA called a caucus to discuss these items.

Mrs. Smith agreed to keep the language in Article 3, subunit M item 2. She explained that the Board's language in Article 3, subunit D, item 4 was not accepted by the TEA. Mr. Marotz expressed a desire for the TEA to honor the same contract day that the TEA is asking the District to honor. There was much discussion on the definition of Association business. Finally, Mr. Marotz asked that the TEA craft language to further define Association business. The TEA tabled this item until language could be drafted

Article 4: Grievance Procedure

Mr. Marotz drafted language for Article 4, subunit 4, item 3: Panel Review (Refer to Attachment) The TEA called a caucus to read through Mr. Marotz's proposed language.

Mrs. Smith questioned some of the language in item 3: Panel Review. Regarding the second sentence, she asked who is requesting the panel review. Mr. Marotz replied that the person who is the grievant. Mrs. Pence asked if the Board would object to including "grievance" before "request for panel" in the second sentence. Mr. Marotz agreed to this change. Mrs. Smith moved on to the 10th line and proposed a change from 15 days to 10 days for the panel to make a decision. She also pointed out some typos and asked that they be changed. Mr. Marotz agree to the 10 days and the correction of typos. Mrs. Smith then asked to eliminate the last line in the Panel Review which reads:

"The cost for the services of the hearing panel shall be born equally by the Board and the Association."

She went on to suggest a volunteer panel. Mr. Marotz stated that the grievant has the right to choose representation. The TEA then suggested a change from "Association" to "grievant". Mrs. Pence explained that TEA members pay dues and nonmembers do not. To put the cost on the Association does not make sense. If the grievant were member of the Association, the TEA would shoulder some of the cost. Mr. Marotz stated that the Association is negotiating on behalf of all teachers. As the Association you cannot treat teachers differently. Mrs. Pence responded that the Association only represents the teachers in the bargaining unit. The TEA called a caucus to discuss this.

Mrs. Smith came back with a suggestion of a volunteer panel for the Panel Review. The TEA doesn't want any cost to the Association or the Board. Mr. Marotz asked to table this item. Mrs. Pence asked who the grievant's request going to in sentence 1. She asked for clarification on this. Mr. Marotz agreed and asked to include "to the board" to the 3rd line, 6th word. Mrs. Pence further inquired how the board would assign someone to the Panel. Mr. Jensen replied that this was not something that the Board has dealt with before and would probably call a special session. He also stated along with Mr. Marotz that he didn't feel that how the Board chose the panel needs to be included in this contract. The process is up to the Board. Mrs. Pence asked to table this item until the language could be made clearer.

For Article 4, subunit 4, item C: Miscellaneous Provisions, Mr. Marotz asked that the last paragraph reference 33-1210 (9). Mrs. Pence asked to table this proposal until the TEA could review it.

Article 5: Working Conditions

Mr. Marotz agreed to the changes made in subunit C: Faculty Meetings. For subunit G: Freedom of Speech, Mr. Marotz would like to add that no district emails be used. Mrs. Pence replied that the TEA would need to discuss that change with their attorney. Item G was then tabled.

Article 6: Leaves

Mrs. Smith stated that the only change to Article 6 was to make it a one year agreement. The Board agreed and Mrs. Smith asked to TA all of Article 6.

Article 7: Benefits

Mrs. Smith stated that the TEA needed time to discuss the Board's proposal for Article 7 A: Insurance and B: Other Benefits. (Refer to Attachments) TEA called a caucus. Mr. Jensen asked for the TEA's proposed salary schedule before the caucus so the Board could discuss it. Mrs. Smith presented the TEA's new proposed salary schedule. (Refer to Attachment) Mrs. Smith explained that she compressed the current salary schedule into 3 lanes. Each lane in the Professional grid was assigned according to the indexes in House Bill 296. When she placed people on the salary schedule based on this year's salary the cost was \$4,482,970.00 with the difference being \$89,119.00. When she added a 4% increase to each cell the projected cost was \$4,748,838.00 with the difference being \$271,767.00. The Residency grid is for new teachers hired into the District. Mr. Marotz asked how a new teacher would move off the residency table. Mrs. Smith responded that it was according to the career ladder criteria. The Board and TEA went to caucus.

Coming back from caucus, Mr. Marotz asked for clarification on the Professional grid. The Board had found some inconsistencies in the percentages from column and column. Mr. Jensen stated that the mistakes were understandable and the Board based its analysis according to what they thought was the TEA's intent. The result was 38 teachers at a 3-5% increase, 59 teachers at a 6-8% increase, 1 teacher at a 9% increase, 5 teachers at a 10-13% increase and 12 teachers under 4%. Mrs. Smith conferred with Rebecca Berry and some corrections were made and teachers were placed in correct columns. Mr. Jensen stated that the TEA's total compensation would increase the budget by \$756,000; \$451,000 in health insurance, \$15,000 in classroom supplies, \$15,000 in life insurance and \$275,000 in salary increase. Mrs. Smith replied that the TEA was willing to go down to the Board's proposal for health insurance.

Mr. Jensen stated that the District really needs to move to the career ladder. It will only add to the problems and increase the districts costs to delay this action. Mrs. Smith replied that the purpose of career ladder is to attract and retain teachers. She does not think the career ladder would be doing this. Nowhere does it say that we have to be paid how we are funded. Mr. Jensen replied that it is a fiscally responsible to tie our spending back to the allocation model. Mrs. Smith disagreed and stated that the TEA's proposal was reasonable. Mrs. Pence stated that using the career ladder would be a hit to moral. Mr. Jensen pointed out that no one would be receiving a pay cut. The lowest increase would be 4%. There was much back and forth talk by

both parties. Mrs. Smith eventually stated that the two parties did not see eye to eye and requested mediation.

Mr. Jensen asked that the rest of the proposed Master Contract be addressed and agreed upon before adjourning the meeting. The TEA refused to go over any more of the proposed Master Contract and wanted to leave that up to mediation as well.

Mrs. Smith thanked the Board and all who helped with the negotiation process. She requested that the Board not use an attorney for future negotiations. Mr. Jensen replied that the purpose of the attorney was to benefit both sides. We wanted an agreement founded on law. The language used in last year's contract was not always beneficial. Mrs. Pence felt that Mr. Marotz language caused problems with the negotiations. Mrs. Loudenslager felt too much time and attention was spent focusing on language. The discussion came to an end and the meeting ended at around 10 p.m.