

TETON COUNTY SCHOOL DISTRICT #401
Minutes of Teacher Negotiations 2015-2016
District Building
Wednesday, June 3, 2015 8:30pm

Open Session:

Present: Scott Marotz, Ben Kearsley, Delwyn Jensen, Deb Loudenslager, Juli Gottler, Susan Pence, Lisie Smith, Harry McCarty, Maralee Saulters, Mary Madsen

Call to Order:

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

Proposals:

Mrs. Smith stated that the TEA added/removed language discussed in the last meeting. (The Board was given a copy of the TEA revised Master Contract.) Mr. Marotz stated that he had counter language ready based on what we talked about yesterday. He also asked the entire proposed Master Agreement be proofed and employees be replaced by certificated teachers.

Article 1: Bargaining Units

Mrs. Smith announced that no changes were made to Article 1 except to change the date to one year. The last sentence now reads: “Article 1 shall be in effect from July 1, 2015—June 30, 2016.” Mr. Marotz replied that it doesn’t need to be included if the term is for one year. It was decided that all one year dates would be removed from the contract. Two year agreements would be specified under specific Articles.

Article 2: Procedure

Mrs. Smith proposed under subunit B. Commencement of Negotiations that the date of March 15th be changed to April 15th as discussed yesterday. Mr. Marotz apologized for his statements yesterday regarding the date. His intended date proposal was February 15th. The TEA responded with a counterproposal of March 1st. The Board agreed to that. Mrs. Smith proposed under subunit C. Negotiations Sessions that the following sentence be added:

“Once the negotiations commence, the negotiations teams will make an effort to meet on a weekly basis unless otherwise agreed upon by both parties.”

Mr. Marotz counter proposed that the language be changed to what is in the Board’s proposal in in subunit B which reads:

“Sessions for the purpose of negotiations shall take place weekly, unless otherwise agreed by the parties, at times mutually agreed to by the parties and held in a manner consistent with applicable Idaho Law.”

The TEA agreed to this and the Board’s language will be used in subunit C in Article 2. Mrs. Smith proposed a change to subunit G. Dispute Resolution, striking “Association” in sentence two and replacing it with “local education organization”. It was also proposed that Article 2 be a two year agreement. The Board agreed to both proposals.

Article 3: Association Rights

The TEA proposed that subunit E. Use of School Communication Facilities be changed to reflect alternative language discussed at the previous meeting. The second and third sentences would read:

“The Association will make a good faith effort to limit personal and Association use of the District’s email service. The District teacher mailboxes can be used for Association communication.”

Mr. Marotz counter proposed the Board’s language for subunits C, D, and E in Article 3. (Refer to attachment) The TEA agreed to those changes.

The TEA changed the language in subunit G Committees. The 3rd sentence in paragraph 1 reads: “where appropriate, such committees may include one school district stakeholder.” Mr. Marotz proposed a counteroffer in subpart G to include a list of those policies that the board will not change without the TEA notification. He also proposed the Board’s subunit H which would do away with the Association President having to be on each committee. Mr. Marotz also proposed a District Evaluations Study Team which would include the Measureable Student Achievement Committee. The TEA asked to caucus to look through the Board’s proposals.

Mr. McCarty expressed concern over the Board’s counterproposals. The TEA felt they already agreed on these items and were having to negotiate on the same things tonight. Mr. Marotz responded that he was asked to bring counter language to the table today. Mr. McCarty objected to having to do things twice. The Board agreed. Mr. Jensen expressed his desire to have everything done efficiently. He proposed that the 2 parties begin agreeing on the language presented. Mrs. Smith called a caucus. It was decided to table the Board’s counteroffer to the TEA’s article 3G as well as the District Evaluations Study Team.

The Board agreed to the TEA’s proposed change to subunit H Association President Release Time. Mrs. Smith proposed subunit I Basic Responsibilities. Mr. Marotz requested language that specified that work during the contract day be defined as teaching, not TEA business. Mr. McCarty expressed concern in prohibiting Association business entirely. He asked for language that would allow use of prep time and duty-free lunch for Association business. Mr. Marotz agreed and would draft language to that effect. It was decided to include “Excluding nonstudent contract hours” to subunit H.

Article 4: Grievance Procedure

Mrs. Smith stated that under subunit 2 the following was added :

“Any grievance must be brought within five (5) days of the grievant becoming aware of the act.”

Mr. Marotz also asked to add “which is basis of the agreement”. Mrs. Smith agreed to this action. Under subunit 4, item B2 “parties” was added. The TEA also added item C. Level 3: Panel. Mr. Marotz felt the time limits needed to be adjusted. He proposed within 5 days instead of 3 days. He also suggested 5 days for the Board to identify who their panel members will be. He proposed 10 days be given in order to select and confirm the 3rd member. Mr. McCarty asked Mr. Marotz to draft language for this and he agreed.

Mrs. Smith moved on to item E Miscellaneous Provisions where language was changed as discussed in the last meeting. Mr. Marotz saw no problem with these changes and added that the Board would consider a 2 year agreement on this item.

Article 5: Working Conditions

Mrs. Smith addressed subunit G Freedom of Speech where items 2, 3 and 4 were eliminated as requested by the Board. Mr. McCarty asked about a 2 year agreement on Article 5. Mr. Marotz agreed and asked that the Boards proposed Article 5 subunit G be added. The TEA agreed to look over this request.

Article 6: Leaves

The TEA removed some language and added highlighted items as discussed. (Refer to Attachment) Specific school holidays were removed from item 5 School Holidays. Mr. Marotz asked that “unless prescribed by a physician” be removed from item 3. Bereavement Leave. Mrs. Smith agreed to this change. Mr. Smith also asked that the paragraph in Jury Duty be changed. He suggested the last sentence read, “If a payment is received from the courts for Jury Duty service, the certificated employee shall return that amount to the district. All other payments received from the court will be retained by the teacher.” The TEA agreed to consider this change. Under item 7. Professional Leave, “authorized” was changed to “requested”.

Under Leave without Pay item 1. Sabbatical Leave of Absence the dates were changed to March 15th. Mr. Marotz asked that under Family Medical Leave, “employees” be changed to “certificated non administrative employees”. The TEA agreed to this action.

Article 7: Benefits

Mrs. Smith asked for the amount under Insurance item 2. Mr. Marotz gave the cost of \$11,736.00. Mrs. Smith asked the Board if they considered the change of Term Life Insurance. Mr. Marotz replied that it depended on other agreements made. The TEA left reimbursements at \$500. The Board responded that they received \$300 from the Title 2A funds and those were the

funds the District wanted to use on reimbursements. The Title 2A fund is also used to fund paraprofessionals and teacher's aides. The Board would consider increasing this amount if 90% of teachers used these funds for professional development. Mr. McCarty asked if the Board could commit to funding beyond 1 year. Mr. Marotz agreed the Board would try if 90% of the teachers were committed. Mrs. Smith asked Mr. Marotz to draft language on this and he agreed. The TEA left classroom supplies at \$300 under item 4. The Board again stated that this change depended on where other funds were allocated. This item was tabled for now.

Article 8: Salaries

The TEA proposed another salary schedule and also included a Placement Criteria (refer to attachments). Mrs. Smith said she felt it was a very good compromise. The proposal is a 4 lane 13 step schedule. Each lane reflected a 5% increase from 14-15 salaries. The Board expressed concern over cost and how placement was made on the schedule. Mr. Jensen felt the District needed to move to a career ladder and it would only be a one year transition. Mr. McCarty replied that the career ladder was not consistent and the TEA wanted everyone on the same level with a 5% increase. The Board expressed that it is important for them to be fiscally responsible and have salaries tied to funding. Mr. Jensen stated that the Board would take everything into consideration and go through all the numbers. The Board called a caucus.

Mr. Jensen stated that after placing all teachers on the salary schedule only 10 teachers are at a 5% increase. The cost would be \$332,485 not including persi/fica information. The Board counter proposed to adopt the career ladder with a one-time 4% increase to those employees who do not receive an increase by moving to the career ladder. The District would also increase the issued benefits they pay by \$31. Life Insurance would move to \$50,000 and supplies to \$300. Reimbursements for professional development would be left at \$300 unless 90% of teachers are using it for professional development. In that event, it would be increased to \$500.00 for the 2016-2017 contract year. Mrs. Smith asked if the state's appropriation for BA 24 and Masters would be separate from this proposal. Mr. Marotz replied to the affirmative and suggested a provision be added to the contract to address that subject. The TEA called a caucus.

Mrs. Smith stated that the TEA would create a counter offer to present at the next meeting. She asked Mrs. Berry and Mr. Church for information on what formula they use in placing people on the career ladder. Mr Marotz was asked to write language for the panel and professional development. The next meeting was scheduled for June 11, 2015 at 5pm.