

**TETON COUNTY SCHOOL DISTRICT #401**  
**Minutes of 2015-2016 Teacher Negotiations**  
**District Office**  
**Wednesday, May 20, 2015--5pm**

**I. Open Session**

**Present:** Delwyn Jensen, Ben Kearsley, Scott Marotz, Julie Gottler, Deb Loudenslager, Lisie Smith, Susan Pence, Mary Madsen and Maralee Saulters

**II. Call to Order**

Mrs. Smith opened the meeting with the pledge of allegiance and welcomed everyone in attendance.

**III. Sharing Proposals by email**

Mrs. Smith spoke with their lawyer and was advised against sending proposals via email as not to break any open meeting laws.

**IV. Approval of minutes**

TEA wants to add their minutes to the official minutes of last week's meeting. (TEA minutes were printed and given to the board to review) The Board wants to add the following sentence to the official minutes: "It was confirmed by Mrs. Smith that the TEA had asked for and received everything they wanted at this time."

**V. Bargaining Units : Article 1**

"The Board recognizes the Association as the exclusive bargaining representative for negotiations as defined in 33-1271 of the Idaho Code for all professional certified employees in the District, excluding superintendent, supervisors, and principals."

The TEA would like to keep Article as is with the exception of adding the effective date at the bottom. "Article 1 shall be in effect from July 1, 2015-June 30, 2017."

Mr. Marotz asked to see all the proposals before agreeing to anything. Mr. Jensen agreed and asked to discuss each item and then caucus before making any decisions. Mrs. Pence expressed concern that this method may cause confusion and was not used in negotiations last year. Mrs. Smith called a caucus to discuss how proposals would be given. It was decided that each item would be discussed individually and decisions about the proposals would be made after all the information has been given. Mr. Jensen asked that the Board and TEA move forward quickly and get through as much information as possible tonight. Mrs. Smith agreed and expressed confidence in addressing everything on the agenda during the meeting.

**VI. Procedure Agreement: Article 2 (refer to attachment)**

Mrs. Smith explained that the sentences highlighted in yellow were the changes discussed at the last meeting. The items highlighted in red are things the TEA has added. The School Board members took time to read items. Mr. Marotz expressed concern about the last sentence in subpart C which reads:

“By mutual consent of both parties, discussion on a proposal may be deferred for a longer period of time.”

Mr. Marotz expressed concern that the “longer period of time” was not defined more specifically. He also questioned what would be done if both parties didn’t agree. Mrs. Smith referred to subpart H in Article 2 and stated that any dispute could go to mediation. Mrs. Pence added that subpart H would follow Idaho code. Mr. Marotz asked that the mediation process be further defined in the wording. The wording needed to provide more direction. There was much back and forth discussion about the language of Article 2 and a caucus was called to discuss things further. After caucus, Mrs. Smith suggested the item be tabled until items in Article 2 could be written differently.

Mr. Jensen moved on to discuss the last paragraph in subpart D of Article 2 which reads:

“Negotiation sessions shall take place in open sessions at mutually agreeable times and locations. Either party may request adjournment of the negotiating meeting at any time. Collaboration and focusing on positive partnership shall be a mutually agreed upon goal.”

Mr. Jensen felt subpart D should not be included. He expressed concern over either party walking away from discussion at any time without reason. He also expressed concern over the language in the last sentence of subpart H which reads:

“An agreement to arbitrate and the award issued in accordance with such agreement shall be enforceable under the provisions of the Uniform Arbitration Act.”

Mr. Jensen explained that in using arbitration the Board and Association would be granting a 3<sup>rd</sup> party power to make the decision on a matter. He stated that the Board was elected to make those decisions.

The last paragraph of subpart G of Article 2 was also discussed which reads:

“If the negotiated agreement is referred back to the parties either by the Board or the Association membership, each party shall notify the other of such action within 24 hours. Renegotiation shall begin before the beginning of the upcoming school year.”

Mr. Marotz suggested more specific wording to include renegotiations to begin within 2 working days. Mrs. Pence responded that many teachers will be gone in the summer for training or visiting family. Mrs. Smith explained that she is often back East in the summer and may not be able to be back in time to help her team come to decisions and

ratify. Mr. Jensen suggested appointing someone in her stead in those situations. Mrs. Pence expressed concern over finding someone who had a basic understanding of what the TEA has written and what they would want in the contract. She felt the person appointed would be at a disadvantage. Mrs. Smith asked to table Article 2 and work on some of the language.

Mr. Marotz asked to add an item to Article 2 under subpart C. He suggested that once negotiations begin, at least one session take place each week mutually agreed upon by both parties and alternate agendas with the first agenda being written by the TEA. Mrs. Pence explained that the end of the school year can be a difficult and busy time to meet often. Mr. Jensen expressed that it was not unreasonable to request that meetings happen in a timely manner. Mr. Marotz suggested that the Board and TEA meet in April and have weekly meetings unless those meetings did not work with everyone's schedules. This would allow enough time to discuss everything before schedules get busy at the end of the school year. Mrs. Pence asked to table the item.

Mr. Marotz went on to discuss the 2 year contract and suggested that from a legal standpoint a 2 year contract doesn't work. Whatever agreements are reached this year will not be revisited for 24 months. Mrs. Pence replied that this is a "what if" situation. Our obligation is to the bargaining unit. Mr. Marotz replied that it was inappropriate to assume you will be representing everyone next year. Mr. Jensen pointed out that the Board had to recognize whoever has 50% +1. Mrs. Smith asked to table the discussion and reopen it during the next meeting.

TEA provided the Board with copies of both Article 3 and Article 7. A caucus was called so the board could review these items.

**VII. Association Rights: Article 3 (see attachment)**

The TEA would like to keep Article as is with the exception of adding the effective date at the bottom. "Article 3 shall be in effect from July 1, 2015-June 30, 2017."

**VIII. Teacher Evaluations: Article 7 (see attachment)**

Mr. Marotz argued that superintendents and principals need to have input on the evaluations. He suggested Article 7 also needs to be compared to state requirements and district policy. It could then be sent to the state board to ensure that we are conforming to state requirements. Mr. Marotz pointed out that Article 7 only requires one evaluation when 2 evaluation are needed to meet guidelines. The District has to use an evaluation approved by the state. Mrs. Pence asked what specifically doesn't conform to guidelines. Mr. Marotz did not know what all in Article 7 did not meet guidelines. If Article 7 becomes part of the contract it needs to conform with the state. We can't change it during the year when it is part of the Master Agreement. Mrs. Gottler questioned whether there would be changes needed during the coming year. Mr. Marotz cited the example of evaluating the career ladder bill in January and identifying changes needed. Mr. Jensen suggested a committee to help make sure the board policies are in line with state

requirements. The TEA would have a seat on the committee. Mrs. Smith suggested that the topic be tabled until it could be discussed further at a later time.

**IX. Grievance Procedure: Article 4 (see attachment)**

In addressing Article 4A, Mr. Marotz asked the TEA what specific problem was being addressed. Mrs. Pence replied that the grievance procedure was used by teachers to deal with problems. She suggested that there needs to be a process so that it can be dealt with quickly and effectively. The TEA believes that it's best if things are handled at the lowest possible level. Mr. Marotz questioned if it was used to resolve conflict between teachers and administrators. Mrs. Pence replied that it was an attempt to create clarity for teachers and the District. There was much discussion on who specifically Article 4 applies to and the specifics of the wording in each subunit. Mr. Marotz stated that the TEA could not negotiate on behalf of anyone other than a certified teacher and was concerned that the language at certain times includes administrators. Mrs. Smith suggested that the TEA include definitions for the Master Contract to address grievances solely pertaining to certified teachers. The Board also questioned the levels stated in Article 4A, subunit 7. Mr. Marotz also brought up disagreements with Article 4A, subunit 6. He suggested that the time limit should be dependent upon the grievance. He also suggested clarification be made to the paragraph in subunit 7.

The Board also sought changes to Article 4B: Teacher Rights and Responsibilities. There was much discussion on the wording in Article 4B, subunit 2 to insure that the curriculum taught in the classroom was that approved by the Board. The TEA stated that their intent was to teach the curriculum approved by the board but also have rights to supplemental material. The Board agreed but felt the language needed to be changed and clarified. The TEA noted these concerns and suggested tabling these items and discussing them further at a later meeting.

There was some discussion on the purpose/use of the Master Agreement. Mrs. Gottler stated that the MA was created for TEA members. Mr. Marotz argued that the MA was a contractual relationship between the board and contractor not an educator for teachers. He suggested that teachers have an obligation to know their rights. Mrs. Smith and Mrs. Pence respectfully disagreed with Mr. Marotz about what the MA is used for. The TEA asked the Board to share their proposals. The Board provided the TEA with a proposed Master Agreement. (see attachment) Mr. Marotz suggested they discuss it at the next meeting after TEA had time to review it.

**X. Compensation**

Mr. Marotz asked to discuss compensation. The Board proposed the adoption of a career ladder. Of the 96 certified teachers in the district, the career ladder would provide 52 of them with a salary increase of 3-13% depending on where they fall on the career ladder. Mr. Marotz explained that all additional compensation coming to the district from the state would go towards teacher salary at the amount of \$356,000. 2 teachers would

receive a 1% increase and 42 teachers would receive the same pay. Those teachers at the bottom of last year's matrix would not be receiving a pay increase. Mrs. Smith asked if the Board was proposing a 13 step ladder. Mr. Marotz replied yes and explained that there would be 3 resident cells and 10 professional cells. Mrs. Smith called a caucus.

The TEA returned from caucus and rejected the Board's compensation proposal. She explained that the bargaining unit would never agree to it. The TEA proposed their own compensation plan. (refer to attachment) Mrs. Smith asked the Board to review their proposal and it could be discussed at the next meeting. The Board quickly reviewed the proposal and Mr. Marotz asked what percentage increase was used. Mrs. Smith replied that it was 6% in both directions. Mr. Jensen expressed concern that the numbers did not reflect a 6% increase. Mr. Kearsley asked if the proposal included anything with the career ladder. Mrs. Smith replied that it is above state allocation other than the very first step. The intent of the TEA is to have every certified employee receive a 6% increase on their pay next year. Mr. Marotz replied that 20 teachers would receive more under the Board's proposal. Mrs. Smith replied that 42 teachers would get no increase. Mr. Jensen expressed appreciation to the TEA for giving them this proposal to review.

No further items were discussed. The next meeting is scheduled for June 2, 2015 at 5pm. Both the Board and TEA will have proposals and ideas ready to discuss.