

Teton County School District #401
Minutes of 2014-15 Teacher Negotiations
District Office
Tuesday, May 13, 2014 - 5:00 PM

I. Open Session

Present: Monte Woolstenhulme, Becca Ross, Elizabeth Smith, Rachel Bates, Susan Pence, Julie Gottler, and Mary Madsen.

II. Call to Order

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

II. Open Meeting: Proposal for Agreement

A. Discussion of Minutes

Mrs. Smith asked that before posting the minutes, they are sent to her for review and she will reply within 24 hours. Both parties agreed.

B. Approval of Minutes

Minutes approved.

C. Association Rights

Mrs. Smith reviewed Article 3-Association Rights: right to organize, pertinent information, use of buildings, use of district equipment, use of school communication facilities, involvement at faculty meetings, association involvement in committees, and association president release time.

Mrs. Smith read:

Right to Organize-The Board and the Association agree that the teachers shall have full freedom of association, self-organization, and the designation of representatives of their own choosing. The teachers shall be free from interference, restraint, or coercion by the Board in the selection and designation of formal representatives.

Mr. Woolstenhulme and Mrs. Smith both agreed on "Right to Organize" as stated.

Mrs. Smith read:

Pertinent Information-The Board and the Superintendent agree to supply the Association with requested information except as prohibited by law or considered private, including but not limited to the following: financial reports, budgets, projected budgets, school census data, and the educational degree and placement upon the salary schedule of all teachers.

Mr. Woolstenhulme and Mrs. Smith both agreed on "Pertinent Information" as stated.

Mrs. Smith read:

Use of Buildings-The Association and its representatives can use District buildings for meetings.

Teacher Negotiations

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Mr. Woolstenhulme and Mrs. Smith both agreed on "Use of Buildings" as stated.

Mrs. Smith read:

Use of District Equipment-The Association can use District printing equipment for Association business, provided such use does not interfere with normal school use. The Association will reimburse the District for any consumable materials used.

Mr. Woolstenhulme asked what defines a consumable material. Mrs. Smith said she was thinking paper. They could have their own code and be billed monthly for their use. Mr. Woolstenhulme asked what that would be on a monthly basis. Mrs. Smith does not think it would be much at all. Mr. Woolstenhulme thinks that is fine for this year. If it became a lot then there is the lease and the toner to consider.

Mrs. Smith read:

Use of School Communication Facilities-The Association can post notices of activities and business on the bulletin boards designated for this use. The District mail service and teacher mailboxes can be used for Association communication.

Mr. Woolstenhulme asked for clarification. Mrs. Smith would like to share the bulletins already in the schools or to put up new ones. Mr. Woolstenhulme said that codes and inspections are pretty specific as to where things can be. That would be fine, but each building setup would need to be discussed with the building advisor and maintenance.

Mrs. Smith read:

Involvement at Faculty Meetings-Reasonable time shall be provided at faculty meeting to present Association announcements.

Mr. Woolstenhulme and Mrs. Smith both agreed on "Involvement at Faculty Meetings" as stated.

Mrs. Smith read:

Association Involvement in Committees-

1. The Association President shall be a nonvoting member of all Board committees. In addition, the Association President or his/her designee shall be provided notice and opportunity to attend any and all joint committee meetings. It is the intent of the parties that the Association be provided the opportunity to participate in the meetings in which district policy and procedure are formulated. To this end, the Association President shall be invited to attend all local, open Board meetings.

2. The Association President shall be provided the opportunity to attend other meetings called by the district administration where his/her attendance is beneficial to the function of the school district. In addition, the Association President will appoint members to participate in joint committees identified in the negotiated Master Contract and monitor the activity of those committees. To facilitate these services provided by the Association President, the District will provide substitute coverage.

3. The parties agree that committees shall be formed consisting of representatives from the School District and the Association for the purpose of making decisions to support instruction. Committees shall consist of a member assigned by the Association President, a member assigned by the Superintendent, and a representative from each building. The following are proposed committees:

a) The Leadership Committee shall agree to an equitable formula for the distribution of all successful leadership funds allocated to the School District based upon objective criteria.

b) The Technology Committee will agree to equitable technological upgrades and support within the School District.

c) The Calendar Committee will agree on the next year's calendar taking into consideration the needs of each building.

d) The Professional Development Committee shall discuss the needs of each grade level and building and will agree on the best ways to meet those needs with professional development.

Mr. Woolstenhulme stated that everyone can attend all board meetings. In talking about Item 1, Mr. Woolstenhulme referenced policy 1250 which discusses the Board's authority to form committees. He feels it is the board's authority of how/who is on committees. He does not feel comfortable with item 1, "The Association President shall be a nonvoting member of all Board committees."

The Association stated that Monte is representing the school board and the Association is representing all teachers and so he has the authority to negotiate for the Board.

Monte explained that he is not comfortable putting it into the master agreement. He would like refer to policy rather than having to refer to the master agreement. After some time of discussion, the Association went into caucus.

Upon returning, Mrs. Smith said that when working on proposals, they start with board policies and build up from there. Policy can change at any time without teacher input. In the end, the board will have to approve everything in the Master Agreement. If they do not feel comfortable with Item 1, they do not have to approve it. Mr. Woolstenhulme expressed that he did not feel the need to put that in the master contract because policy already encourages staff to participate in committees. The Association feels by having someone from the Association on the committee, it would open up communication between committees and teachers.

Mr. Woolstenhulme asked for clarification on "non-voting member" since committees generally do not vote on anything. They conduct research and bring a recommendation to the Board. Mrs. Smith said they put that in there just in case the committee had voting rights.

Both parties agreed to table "Association Involvement in Committees."

Mrs. Smith read:

Association President Release Time-Each school year, the Association President will be given release time of fifteen (15) days for Association business. Each school year, official delegates of

the Association will be allowed to leave without loss of pay to attend regularly scheduled official meetings of state education association (i.e. IEA Delegate Assembly, standing committees, and task force meetings). Substitute costs will be borne by the District.

Mr. Woolstenhulme asked for an estimate or idea for how many days Mrs. Smith has needed for association business this year. Mrs. Smith said a lot of it she does in her own time and as a result, her grading has suffered. She tries not to do Association stuff during contracted time. She would say a minimum of ten days. Monte then asked how many official meetings? Mrs. Smith said one or two a month. She also stated that having release time would give her time to go and talk with teachers. Monte asked of those meetings, how many are out of the school day. She listed one a month for here, two days for state meetings, the state tour, IEA President meeting, and monthly meetings. Mr. Woolstenhulme verified those days would allow her not to use her personal days for Association business.

Mr. Woolstenhulme and the Association went into separate caucus.

Mr. Woolstenhulme said he would be fine adding it in for the first year with the wording changed to "up to 15 days." Mrs. Smith agreed and said she will keep a log this next year.

Mr. Woolstenhulme and Mrs. Smith decided to go back to "Association Involvement in Committees" but to discuss Item 2.

Mrs. Smith read:

The Association President shall be provided the opportunity to attend other meetings called by the district administration where his/her attendance is beneficial to the function of the school district. In addition, the Association President will appoint members to participate in joint committees identified in the negotiated Master Contract and monitor the activity of those committees. To facilitate these services provided by the Association President, the District will provide substitute coverage.

Mr. Woolstenhulme asked to clarify sentence two. Mrs. Smith explained that that is referenced in Item 3. Mr. Woolstenhulme said his understanding of leadership funds is that it is not to be negotiated. The Association said they can negotiate how they are distributed and would like a committee to talk about it. Mr. Woolstenhulme said his concern is putting in the agreement what committees the district will have. Some years they have "x" committee and other years they do not have them. The question was asked if policy prohibits others from forming other committees. Mr. Woolstenhulme said not that he can remember in current board policy.

Mr. Woolstenhulme would like to have clarification of district level committee and school level committees under Item 3.

The Association went into caucus.

Mrs. Gottler stated that they are asking for the creation of the following committees: leadership, technology, calendar, and professional development. They are all district level committees. These are the issues that come up that the Board probably does not see. Mr. Woolstenhulme said he would like Item 2 to be changed from "shall be" to "may." He thinks it would be appropriate to say 'should' the committees be formed (Item 3) but not that they 'will' be formed. The Association thinks it would be too ambiguous to say "may."

Mr. Woolstenhulme went into caucus.

Upon returning he asked what the purpose of the committees? What is the end result?

The Association went into caucus.

The Association returned and said the committees would recommend their finding to administrators, the superintendent, or the school board.

The two groups discussed wording of the agreements made for Item 1 and 2.

Mr. Woolstenhulme and Mrs. Smith decided to return to Item 1. Mr. Woolstenhulme asked for clarification on the President attending board meetings; that is in practice right now. Mrs. Smith has no objection in taking that line out. In refereeing to the last line in Item 1, he stated they post meetings and the agenda along with contacting the media. He is hesitant to specifically invite people. Mrs. Smith said they could strike the last sentence.

Discussion on Item 2. Mr. Woolstenhulme asked what is meant by attending district administration meetings. Does that mean meeting like the Post Legislative Tour? Mrs. Smith said there was a special board meeting that she would have liked to attend but could not because it was at 9:00am, while she was teaching. Mr. Woolstenhulme said he would have no problem letting her have a cover for that time. He said the language could be changed from school board rather than administration. He also thinks the sentence on committees should be moved to Item 1 or Item 3.

The Association left to caucus.

Mrs. Smith would like to keep district administration meetings in there. The two parties agreed that they do not want the President away from her classroom more than she needs to be. She would be given the opportunity to attend but only where attendance would be beneficial.

D. Grievance Procedures

Grievance Procedures will be discussed at the next scheduled meeting, May 20th at 5:00 pm.

The updated Agreement is below:

Article 3: Association Rights

A. Right to Organize

The Board and the Association agree that the teachers shall have full freedom of association, self-organization, and the designation of representatives of their own choosing. The teachers shall be free from interference, restraint, or coercion by the Board in the selection and designation of formal representatives.

B. Pertinent Information

The Board and the Superintendent agree to supply the Association with requested information, except as prohibited by law or considered private, including but not limited to the following: financial reports, budgets, projected budgets, school census data, and the educational degree and placement upon the salary schedule of all teachers.

C. Use of Buildings

The Association and its representatives can use District buildings for meetings.

D. Use of District Equipment

The Association can use District printing equipment for Association business, provided such use does not interfere with normal school use. The Association will reimburse the District for any consumable materials used.

E. Use of School Communication Facilities

The Association can post notices of activities and business on the bulletin boards designated for this use. The District mail service and teacher mailboxes can be used for Association communication.

F. Involvement at Faculty Meetings

Reasonable time shall be provided at faculty meeting to present Association announcements.

G. Association Involvement in Committees

1. The Association President shall be a nonvoting member of all Board committees. In addition, the Association President or his/her designee shall be provided notice and opportunity to attend and participate in any and all committee meetings. It is the intent of the parties that the Association be provided the opportunity to participate in the meetings in which district policy and procedure are formulated.

2. The Association President shall be provided the opportunity to attend other meetings called by the district administration, school board, and/or the State Department of Education where his/her attendance is beneficial to the function of the school district. The Association President is not expected to attend every meeting; however, he/she will be provided an invitation upon his/her request. To facilitate these services provided by the Association President, the District will provide substitute coverage.

3. The parties agree that Committees shall be formed consisting of representatives from the School District and the Association for the purpose of making decisions to support instruction. Committees shall consist of a member assigned by the Association President, a member assigned by the Superintendent, and a representative from each building. The purpose of these committees is to make recommendations to Administration, Superintendent, and/or the School Board. The following are the proposed committees:

- a. The Leadership Committee shall agree to an equitable formula for the distribution of all such leadership funds allocated to the School District based upon objective criteria.
- b. The Technology Committee will agree to equitable technological upgrades and support within the School District.
- c. The Calendar Committee will agree on the next year's calendar taking into consideration the needs of each building.
- d. The Professional Development Committee shall discuss the needs of each grade level and building and will agree on the best ways to meet those needs with professional development.

H. Association President Release Time

Each school year, the Association President will be given release time up to fifteen (15) days for Association business. Each school year, official delegates of the Association will be allowed to leave without loss of pay to attend regularly scheduled official meetings of state education association (i.e. IEA Delegate Assembly, standing committees, and task force meetings). Substitute costs will be borne by the District.

No other business, meeting ended 7:45 p.m. Roughly 20 people in attendance.