

July Special Agenda
Special Committee Meeting

The special committee meeting of the Board of Trustees of School District #35 has been scheduled for Wednesday, July 12, 2006 at 4:30 p.m. at the Gallatin Gateway School classroom 106.

Call to Order

Set Procedures for the meeting

Gallatin Gateway Negotiating Committee and Gallatin Gateway Education Association MEA-MFT

- Master Agreement: Preamble through Article 32
- Master Agreement: Matrix/Salary Schedule – Appendix A

Adjournment

Special Committee Meeting, Board of Trustees, Gallatin Gateway School District #35

Open Session

DATE: July 12, 2006

TIME: 4:30 PM

PLACE: Gallatin Gateway School Classroom 106

MEMBERS

PRESENT: Erik Yager, Chair
Helen Zinner
Cheryl Thiem

MEMBERS

ABSENT: None

STAFF

PRESENT: Kim DeBruycker, Superintendent; Carrie Fisher, District Clerk; Deb Clark, Teacher; Renae Myers, Teacher; Mike Coon, Teacher; and Tom Vanderbeck, Teacher.

OTHERS

PRESENT: Elizabeth Kaleva, Attorney and Jane Fields, MEA-MFT Representative

CALL TO ORDER

The meeting was called to order at 4:46 p.m. by Board Chair Erik Yager.

Ms. Field stated that the Association would like to present a package proposal as a counter to all district proposals.

ASSOCIATION PACKAGE PROPOSAL:

Ms. Fields presented District with The Gallatin Gateway School Education Association's package proposal and noted that "CC" is short for current contract. The package included proposals to the following:

Preamble- adding "the morale of the school community" at the end of the first paragraph- agreed upon by both parties at a previous meeting.

Article I- Association Recognition- maintain current contract wording

Article 2- Right to Organize- maintain current contract wording

Article 3- Just Cause- maintain current contract wording

Article 6- Authority and Responsibility- maintain current contract wording

Article 7- Lay-Offs- adding the word "unforeseen" and "affected teachers shall be given notice as soon as possible prior to the effective date. The affected teacher may request from the Superintendent up to five paid days for such assistance as moving classrooms, time to prepare, conferring with appropriate colleagues, learning new curriculum, etc. If requested assistance is denied, the teacher may appeal to the Board who will make the final decision." This wording was agreed upon earlier in the negotiation process by both parties.

Article 8- Work Day- Preparation Time- wording shall remain "It is understood that events may from time to time cause the loss of some preparation time." This wording was also agreed upon earlier in the negotiation process by both parties.

Article 8- Work Day- Duty-free Lunch Period- This wording shall changed to: "Part-time employees will be prorated, but will have no less than 25 minutes." This wording was agreed upon earlier in the negotiation process by both parties.

Article 8- Work Day- Obligations Outside the Regular Workday- This shall read "attend two Open Houses, the Christmas Program and one other school event that requires their professional

abilities outside the regular work day. The Superintendent will put in writing if requiring a teacher(s) to attend outside the regular workday.”

Article 8- Work Day- Calendar shall read “The school calendar shall reflect a teacher work year of one hundred and eight-seven days of which 180 are scheduled pupil instruction days and seven scheduled Inspir days of which two are the annual educators’ convention. The teachers will be given an opportunity prior to Board adoption to provide input. This will be accomplished by having a discussion at a staff meeting and then each teacher initialing his/her preference.” This wording was agreed upon by both parties at an earlier negotiations meeting.

Article 9- Evaluation and Due Process- The following wording shall be added to the first paragraph: “non-renew” and “or otherwise terminate” and the statement “they shall employ the elements of due process as established by law” and add “the following process will be followed.” The Association all proposed deleting the word “/changes” from the first sentence and deleted the entire (b) which read “The teacher will be given opportunity to prepare a defense.”

Article 10- Grievance Procedure- Reprisals- The proposed wording as agreed upon at a previous meeting was to add “The parties agree that” at the beginning of the paragraph and deleting “by the School Board or school administrator” mid-way through the paragraph.

Article 11- Annual Leave- In the first paragraph the Association proposed changing the maximum number of days of accumulation to 80 days rather than 60 days.

Article 11- Annual Leave- The association proposed a new paragraph to read “During the school year any teacher may, at the teacher’s discretion, donate not more than two (2) days, nor less than one-half (1/2) day, of annual leave to another teacher who is in need and who has exhausted annual leave. The donor and recipient have no later than five (5) working days after the recipient’s return to work to notify the Superintendent of the requested leave transfer. Donated leave shall be drawn in order of date of such receipt. A drawing shall be conducted to determine order of usage for donations bearing identical dates of receipt. Any unused sick leave shall be returned to the donor(s).

Article 20- Major Medical and Flexible Benefits Plan- The Association’s Package Proposal stated that they would propose to delete “For the 2003-2006 school years” from the first paragraph and add “single coverage for every employee who is contracted for .4 or above” and delete “contribute \$270.00 per month” The Association also proposed adding “In addition, \$100.00 per month will be contributed by the District to each employee who is contracted .4 or above to the Flexible Benefits Plan. These benefits will be prorated for part-time (less than .4) teachers.” The Association proposed deleting “If a single major medical premium is less than \$270 per month per single employee, the District shall pay for options up to \$270 per month per employee. If a single major medical premium is greater than \$270 per month per single employee, the District’s contribution will be increased by fifty percent (50%) of the amount above \$270.”

Article 20- Major Medical and Flexible Benefits Plan- The Association proposed adding the word “family” to the first sentence of 20.2 and delete the word “new” from the second sentence while adding “All employees contracted for .4 or above” and “with at least single coverage. Employees less than .4 will have a choice to join or not.”

Article 20- Major Medical and Flexible Benefits Plan- The Association proposed deleting “Employees hired prior to the year 2000 had the option to either participate in the group heal plan, or to have \$100.00 per month contributed by the District to their Flexible Benefits Plan. This benefit was prorated for part-time teachers. Should these employees choose to participate in the group medical plan they will not receive the District’s \$100.00 per month Flex Benefit contribution, and they will forfeit any opportunity to receive the District’s \$100.00 Flexible Benefit in the future.” The Association would like to add the wording “Grandfather affected employees if necessary to insure no on is injured.”

Article 20- Major Medical and Flexible Benefits Plan- The Association would like to propose the following sentence be added to 20.4 “Employees will be provided information yearly on the flexible plan itself as well as a monthly report on transactions.”

Article 21- Credit Recognition- The Association’s proposal deleted “taken in addition to credits required for teacher certification” and “be approved by the Principal before payment will be made” in the first paragraph while adding “by professional development committee. The professional development committee will consist of two teachers chosen by the Association and the Superintendent. The committee will use the consensus approach, if consensus can not be reached,

the committee members will make recommendations to the Board who will have the final decision.” The Association also proposed that the February date be changed as agreed upon at a previous meeting to April. The Association’s proposal also recommended that the September 20th date in the last sentence be changed to December 31st.

Article 28- Nondiscrimination Clause- maintain current contract wording.

Article 29- Effective Period- The Association would like the agreement to be effective July 1, 2006- June 30, 2007.

Article 31- Renewal and Reopening of Agreement- The Association proposed the following wording be added “for additional periods of one year unless either party give notice to the other party, not later than 90 days prior to the examination date or any anniversary thereof, of its desire to reopen the contract.”

Article 32- Date and Signatures- The Association would like to replace “teaching staff” with “Association” and “IBB Chairman” with “Association”

Appendix A- Salary Schedule- The Association proposed a 5.25% increase to the current base salary. They also proposed grandfathering in D.C. as previously stated on the 2005-2006 salary schedule.

DISCUSSION OF ASSOCIATION’S PROPOSAL:

Ms. Fields stated that the Association was nervous to take out **Article 6- Authority and Responsibility** as proposed by the District even if it is reflective of law because arbitrators always ask why there was a change in the contract. She noted that the Article is not meant to be derogatory to the Board.

Ms. Kaleva asked if with the proposed wording in **Article 7- Lay-Offs** would mean the employees would be forgoing grievances. Ms. Fields stated that it is not feasible to always go to the Board.

Ms. Kaleva asked if email would be an acceptable for of writing as proposed in **Article 8- Work Day- Obligations Outside the Regular Workday**. Mrs. Fields stated that email would be acceptable.

Ms. Kaleva asked if the Association’s proposal under **Article 20- Major Medical and Flexible Benefits Plan** regarding flexible benefits would be for 12 months or 10 months. Mr. Yager asked the Association to clarify their wording for opting out of flex. Ms. Fields stated that the Association would “have to talk about it- we didn’t cover that.” A discussion was held between the Association and the Board regarding the fact that many employees don’t understand the flexible benefits plan and would like a monthly statement. Mrs. Myers stated that her request for flexible benefits to be taken out of her check is submitted to the Business Manager each year, but she had a hard time distinguishing on her pay stub where that was taken out of her check and stated that its “hard to tell what exactly is coming out.” Ms. Kaleva agreed to check into the ability of the Business Manager to produce a monthly statement of transactions.

Meeting was recessed for caucus at 5:12 pm. All parties returned from caucus at 5:48 pm.

DISTRICT’S RESPONSE TO ASSOCIATIONS PROPOSAL:

Ms. Kaleva stated that the District did not accept the Association’s package proposal. She provided the Association members with a summary of what the estimated cost would be to the District with Association’s proposal for Flexible Benefits- approximately \$15,390 for a year. The insurance benefit increase as proposed by the Association would cost the District approximately \$3, 072 for a year. Ms. Kaleva noted the proposed benefit increase would total an estimated \$18, 462 increases to the District.

Ms. Kaleva stated that the Board would accept the Association’s proposal to **Article 7- Lay-Offs**. She stated that the Board would also accept the Association’s proposal for **Article 8- Work Day** in its entirety.

Ms. Kaleva stated that the Board would like to stick to 60 days rather than 80 days as proposed by the Association in **Article 11- Annual Leave**, but the Board would be willing to accept the other components as proposed.

Ms. Kaleva stated that the Association's proposal to Article 21- Credit Recognition is also acceptable to the Board however the Board would like to see the December 31st date changed to October 1st for payroll.

Ms. Kaleva explained that the Board is not willing to offer any greater increase in Appendix A- Salary Schedule other than the previously .5%, but hopes that the increase in insurance benefits and flex are a positive step.

Ms. Fields stated that the negotiations process would probably need to go to mediation at this point.

Meeting was recessed for caucus at 6:09 pm. All parties returned from caucus at 6:15 pm.

DISCUSSION:

Ms. Fields stated that the Association is significantly disappointed in salary and noted that the recent mill levy passage was supposed to be used for pay increases. Ms. Kaleva stated that additional staff equals additional benefits and noted that the benefits offered by the Board have already increased. Ms. Fields wondered if the Board knew that it was uncommon for a District its size to employ a District Clerk, Superintendent and a Business Manager. Ms. Kaleva stated "The Board knows who works here." Ms. Fields stated "I don't see any other option, but to go to mediation- Do you have any dates?"

Ms. Kaleva and Ms. Fields agreed to communicate with each other regarding available dates.

ADJOURNMENT

Meeting was adjourned at 6:25 p.m.

Erik Yager, Board Chair

Carrie Fisher, District Clerk