

Sedgwick County Area Educational Services Interlocal Cooperative #618
and Special Services – NEA Teacher’s Association

MEETING NOTES

7/11/2011
Cooperative Office
1:00 – 3:20 p.m.

Present: Craig Elliott, Chief Negotiator; Dru Walter, Special Services – NEA Teacher’s Association President; Bill Dalbom, Board member; Bruce Nicholson, Board member, Beth Donahue, Special Services – NEA Teacher’s Association; Beth Briggs, Special Services – NEA Teacher’s Association, Karen Kuhn, Assistant Director.

The following Teacher’s Association items were reviewed and discussed.

1. Salaries and Wages – It is the Association’s purpose to both maintain and strengthen the USD #618 commitment to educational excellence by creating salaries which not only attract staff but encourage long term commitment to USD 618. It is our purpose to improve the learning opportunities of the children of this district by making it possible for the Director and Board to employ the best teacher for each and every vacancy. ***The Teacher’s Association asked that the Board provide a step increase and track movement, for those eligible. They also requested that teachers blocked (frozen) by the salary schedule from step (experience) movement receive \$1,000. In addition, the Association asked for a two-year contract that would include step, track and \$1,000 for those blocked (frozen) for the 2012 -13 school year. After a brief caucus, the Association withdrew their request for a two-year contract.***

2. Contract Year – The Association seeks to negotiate the total number of duty days for the school year. ***The Teacher’s Association asked that this item be dropped from their noticed items. The Board agreed to the Association’s request (7/11/11).***

3. Personal Leave – The Association will seek to address the number and accumulation of temporary leave days, which may be used for Personal Leave. ***The Teacher’s Association and the Board Tentatively Agreed to allow an additional day of personal leave, with restriction (7/11/11). Wording will be developed for review.***

4. Memorandum of Understanding 2009 – 2010 – The Association will seek the permanence of wages from the 2009 – 2010 Memorandum of Understanding. ***The Teacher’s Association asked that this item be dropped from their noticed items. The Board agreed to the Association’s request (7/11/11).***

5. Temporary Leave – The Association proposes to amend the current leave provisions to allow each member of the professional employee bargaining unit to accumulate unused sick leave without limit. Alter the language of temporary leave to allow use as general leave. ***The Teacher’s Association asked that this item be***

dropped from their noticed items. The Board agreed to the Association's request (7/11/11).

6. Binding Fact-Finding – The Association seeks to negotiate an agreement with the Board, which causes the Board and the Association to be mutually bound by the decisions of a fact-finder in the event that a negotiated agreement is not effected at the bargaining table. ***The Association asked that this item be dropped from their noticed items. The Board agreed to the Association's request (7/11/11).***

7. Salary Reopener – The Association will seek a contractual provision which will provide for reopening of negotiations and permit amendments to appropriate sections of the negotiated agreement whenever state and/or federal funds over and above those previously anticipated for the current budget year have been appropriated. ***The Association asked that this item be dropped from their noticed items. The Board agreed to the Association's request (7/11/11).***

8. Defined Benefit- The Association seeks to negotiate a contractual provision, which will provide a paid family health insurance policy for each bargaining unit member with a family and a paid single health insurance policy for all other members of the bargaining unit. ***The Teacher's Association and Board tentatively agreed to maintain the current level of defined benefits for health insurance (7/11/11).***

9. Pay for Unused Temporary Leave – The Association seeks to negotiate contractual provisions, which will grant to each teacher at retirement or resignation and to the beneficiaries of the teacher upon his/her death a specific number of dollars per day for the unused accumulated leave. ***The Association asked that this item be dropped from their noticed items. The Board agreed to the Association's request (7/11/11).***

10. Program Visitation as Professional Development – The Association seeks to negotiate a contractual provision, which will allow the use of Professional Development days in home districts to be used as a Program Visitation day. ***The Teacher's Association asked that this item be dropped from their noticed items. The Board agreed to the Association's request (7/11/11). The Board supports this request and asked that it be addressed by Administration during teacher inservice in August.***

11. Notification of the Need to Use Chargeable Temporary Leave – The Association seeks to negotiate contractual language as it relates to the notification of the use of chargeable temporary leave. ***The Teacher's Association asked that this item be dropped from their noticed items. The Board agreed to the Association's request (7/11/11).***

The following Board's items were reviewed and discussed.

1. **Page 3** - Preamble dates change: *No discussion necessary. The Special Services NEA Teacher's Association **Tentatively Agreed** to this item on 5/23/2011.*
2. **Page 9 - Duration** dates change: *The Board offered a one-year duration clause with an effective period of July 1, 2011 through June 30, 2012. The Special Services NEA Teacher's Association **Tentatively Agreed** to this item on 5/23/2011*

3. **Page 11** - Contract Year/Contract Day (B -1) change: *The Board asked that the wording, "entered into beginning July 1, 1986, contract year," be eliminated since there are no longer any certified staff employed by the Board/Cooperative that this would affect. **The Board and Teacher's Association Tentatively Agreed to this item (7/11/11).***

4. **Page 12** - Contract Year/Contract Day (C-3) changes: *The Board asked that the wording, "shall be eight (8) hours," be eliminated to allow for flexibility in the number of extended hours the individuals listed in this contract item would be required to work. **The Board and Teacher's Association Tentatively Agreed to this item (7/11/11).***

5. **Page 12** - Release from Contract dates change: ***The Board and Teacher's Association Tentatively agreed to this item (7/11/11) with the following changes in wording in red.***

Teachers, when submitting a letter of resignation after the required teacher notification date, **established by State Statute**, will be released by the Cooperative from contractual obligation provided the following fees are attached to said letter:

Resignation Received in the Special Education Office After the Required Teacher Notification Date, Established by State Statute

1 – 15 calendar days.....	\$1,000.00
16 – 30 calendar days.....	\$2,000.00

Resignations submitted **on or after 31 calendar days from the mandatory notification date, established by State Statute**, will be accepted only if a suitable replacement can be found and are subject to a fee of \$3,000.00. The Board of Directors reserves the right to waive the above listed requirements.

The teacher may reduce their paycheck, after taxes, upon completing a written request by the teacher on a Board and Association approved form for payment of the above listed fee.

6. **Page 14** - Notification of Need to Use Chargeable Temporary Leave – The Board seeks to consider adding language that provides a timeline or when the use of leave is reported to the Cooperative: ***The Board Teacher's Association Tentatively agreed to this item (7/11/11) with the following changes in wording in red.***

Itinerant teachers, **as well as, any classroom teachers who do not require a substitute during their absence, will notify their building principal or secretary and will also notify the Cooperative office by completing and submitting an Itinerant Teacher Absence Report no later than three weeks upon returning to work following the absence, or if the absence occurs within three weeks of the**

last day of school, prior to checkout for the year with the Cooperative administration.

7. **Page 17** - Disciplinary Actions (B-1) - Consider changes in language: *The Board asked that this item be dropped from their noticed items. The Teacher's Association agreed to the Board's request (7/11/11).*
8. **Page 20** - Reduction in Force – Consider adding language to the Reduction In Force formula for difficult to fill positions: *The Board and Teacher's Association Tentatively agreed to this item (7/11/11).*
9. **Page 22** - Salary Schedule – Consider changes to the salary schedule: *The Board offered the Teacher's Association no changes to the salary schedule.*
10. **Page 24** - Advancement on the Salary Schedule – Consider changes to the Vertical Movement and Horizontal Movement on the salary schedule: *The Board offered the Teacher's Association track movement for those eligible and a one-time payment of \$300.00.*
11. **Page 24** - Defined Benefit – Consider changes to the defined benefit amount the Board will pay: *The Board and Teacher's Association Tentatively agreed to maintain the current defined benefits (7/11/11).*
12. **Page 26** - Cooperative Retirement Plan – Consider changes in the contribution amount per contract year: *The Board and Teacher's Association Tentatively agreed to maintain the current Cooperative retirement plan (7/11/11).*
13. **Page 34** - Teacher Contract - Consider changes in language: *The Board and Teacher's Association Tentatively agreed to this item (7/11/11). Reference to fringe benefits will be eliminated from the contract language.*

A brief Caucus was held to allow both sides the opportunity to discuss items still open (salary schedule advancement and changes).

The Association declined the Board's salary offer and asked that the Board members on the negotiation team take their request (The Association's) to the Board of Directors at their next meeting to be held July 14, 2011.