

SEDGWICK COUNTY AREA EDUCATIONAL SERVICES INTERLOCAL COOPERATIVE #618

BOARD OF DIRECTORS
SPECIAL EDUCATION OFFICE
BOARD ROOM
January 14, 2010
7:30 P.M.

MINUTES

Representatives Present: Karl Matlack, Robert Matthews, Bill Dalbom, Lisa Farris, Richard Harris and Bruce Nicholson

Alternates Present: Terry Kaylor, Cheney

Superintendents Present: Doug Powers

Cooperative Staff Present: Larry Clark, Kay Bartel, Erica Nance, Doug Anderson and Karen Kuhn

Other Visitors: Shelley Dunham and Melanie Jacobs

The meeting was called to order by Mr. Matthews at 7:30 p.m.

1. **ROLL CALL** - Representatives were asked to sign the attendance sheet. A representative from Sedgwick and Renwick were not present.
2. **ADOPTION OF AGENDA** – Mr. Matlack moved and Mr. Harris seconded the motion to adopt the agenda as written.
Motion carried 7-0.
3. **CONSENSUS ITEMS:**
 - a. **MINUTES OF DECEMBER 17, 2010 MEETING;**
 - b. **TREASURER'S REPORT;**
 - c. **APPROVAL OF BILLS**
 - d. **REPORT OF ACTIVITY FUNDS; AND**
 - e. **APPROVAL OF INDIVIDUAL PROFESSIONAL DEVELOPMENT PLANS AND INDIVIDUAL PROFESSIONAL DEVELOPMENT POINT.**

Mr. Nicholson moved and Mr. Dalbom seconded to:

- a. Approve the Minutes of December 17, 2009 meeting;
- b. Approve the Treasurer's Report as presented;
- c. Approve all bills;
- d. Approve the Report of the Activity Funds; and
- e. Approve the Individual Professional Development Plans and Individual Professional Development Points.

Motion carried 7-0.

4. PATRON COMMENTS – None

5. PERSONNEL RESIGNATIONS – Mrs. Farris moved and Mr. Dalbom seconded for the Board to accept the following personnel resignations:

a. Certified/Licensed

1. Kennedy, Jeri – School Social Worker;

b. Classified

1. Bazzelle, Jennifer – Paraeducator – Maize High School;

2. Bunton, Erica – Paraeducator – Goddard Explorer Elementary; and

3. Harvey, Cena R - Paraeducator – Garden Plain Elementary.

Motion carried 7-0.

6. PERSONNEL CONTRACTS AND LETTERS OF EMPLOYMENT – Mr. Harris moved and Mr. Nicholson seconded for the Board to approve the following Personnel Contracts and Letters of Employment:

a. Certified/Licensed Contracts

1. Bazzelle, Jennifer S. – Interrelated Teacher;

2. Bunton, Erica L. – Interrelated Teacher;

3. Means, Jordan A. – Interrelated Teacher;

b. Letters of Employment

1. Arrington, Megan L. - Paraeducator - Sedgwick Elementary;

2. Auld, Anne E. - Paraeducator - Goddard Challenger Intermediate;

3. Caldwell, Lacie R. - Paraeducator - Goddard Eisenhower Middle School;

4. Harstine, Matthew S. - Paraeducator - Maize Trans-Net;

5. Hodges, Mackenzie B. - Paraeducator - Clearwater Elementary West;

6. Hope, LeAnn D. - Paraeducator - Goddard Middle School;

7. Keraly, Tracy R. - Paraeducator - Maize Central Elementary;

8. Sadler, Camille K. - Paraeducator - Andale High School;

9. Sager, Richard Kenneth - Paraeducator - Goddard High School; and

10. Sanchez, Brenda S. - Paraeducator - Maize Pray-Woodman.

Motion carried 7-0.

7. RECOGNITION OF OUTSTANDING ACHIEVEMENT – Leann Todd, Assistive Technology Coordinator and Sandra Jacobs, Maize Middle School student who received the Infinitec Statewide Outstanding Student Technology Award presented information on the award,

Sandra's accomplishments and assistive technology. Sandra's parents, Doug & Melanie Jacobs were also in attendance.

8. **EXECUTIVE SESSION** - Mr. Matthews moved and Mrs. Farris seconded for the Board and Cooperative Administration per Board discretion, to move into Executive Session at 8:19 p.m. for a period of 30 minutes to discuss Non-Elected Personnel and Negotiations and to return to open session at 8:49 p.m. in the Special Education Board Room.

Motion carried 7-0.

The Board moved into Executive Session at 8:19 p.m.

The Board moved out of Executive Session and back in to open session at 8:49 p.m.

Mrs. Farris moved and Mr. Matlack seconded for the Board and Cooperative Administration per Board discretion, to move back into Executive Session at 8:50 p.m. for a period of 10 minutes to continue discussions on Non-Elected Personnel and Negotiations and to return to open session at 9:00 p.m. in the Special Education Board Room.

Motion carried 7-0.

The Board moved back into Executive Session at 8:50 p.m.

The Board moved out of Executive Session and back in to open session at 9:00 p.m.

Mr. Matthews moved and Mr. Matlack seconded for the Board and Cooperative Administration per Board discretion, to move back into Executive Session at 9:01 p.m. for a period of 10 minutes to continue discussions on Non-Elected Personnel and Negotiations and to return to open session at 9:11 p.m. in the Special Education Board Room.

Motion carried 7-0.

The Board moved back into Executive Session at 9:01 p.m.

The Board moved out of Executive Session and back in to open session at 9:11 p.m.

Mr. Matlack moved and Mr. Harris seconded for the Board to accept Kristi Ingram's voluntary termination.

Motion carried 7-0.

Mrs. Farris moved and Mr. Kaylor seconded for the Board to approve the tentatively negotiated agreement as written and approve the memorandum of understanding as written.

Discussion: The Board reviewed the "MEMORANDUM OF UNDERSTANDING" and the "Review of Positions on Noticed Items" listed below.

MEMORANDUM OF UNDERSTANDING

Between

Sedgwick County Area Educational Services Interlocal Cooperative #618

and

Special Services-NEA Teacher's Association

This Memorandum of Understanding is entered into this 14th day of January, 2010, by and between the Sedgwick County Area Educational Services Interlocal Cooperative #618 ("Cooperative") and the Special Services-NEA Teacher's Association ("Teacher's Association").

WHEREAS, the Cooperative and the Teacher's Association have entered into a tentative agreement that is subject to ratification by the Board of Directors and by the bargaining unit of the Teacher's Association that addresses working conditions and other matters for the 2009-2010 contract year, and

WHEREAS, pursuant to a Memorandum of Understanding between the Cooperative and the Teacher's Association, the Cooperative and the Teacher's Association desire to implement changes to the Sick Leave Pool and the Salary Schedule for the 2009-2010 contract year,

NOW, THEREFORE, the Cooperative and the Teacher's Association agree as follows:

A. Sick Leave Pool

1. Study Team. The Board and Teacher's Association will jointly form a study team which will include members of the administrative staff and the Teacher's Association to review the sick leave pool procedures contained within the Negotiated Agreement and to recommend any changes to the Board and the Teacher's Association for their consideration at a later date. This report will not obligate the Board or the Teacher's Association to act on the report in the upcoming year.
2. Donation of Days. For the 2009-2010 contract year, any teacher in the Cooperative that wishes to donate to the sick leave pool may do so by donating one-half ($\frac{1}{2}$) day instead of one day. The Board Clerk must have been notified as of September 1, 2009, by those teachers who wished to participate in the Sick Leave Pool. Only those teachers who donated to the pool are eligible to request the use of pool days during this contract year.

Should the available number of sick leave pool days in the 2009-2010 contract year be depleted due to high usage of Sick Leave Pool days, those teachers who donated to the pool for the 2009-2010 contract year will be required to donate an additional one-half ($\frac{1}{2}$) day to replenish the pool for the 2009-2010 contract year upon agreement of the Cooperative Board of Directors and the Teacher's Association.

B. Salary Schedule

1. Column Movement. Staff who turned in to the office of the Director a certified transcript of hours earned that had previously been approved by the Director for horizontal advancement on the salary schedule by October 1, shall be granted the horizontal movement on the salary schedule allowed by the hours earned. Staff who are granted the horizontal movement on the salary schedule due to additional hours earned, shall only receive one-half ($\frac{1}{2}$) the normal amount of compensation for the track advancement granted for the 2009-2010 school year. The compensation granted for this advancement shall be spread over the remaining months of pay for the 2009-2010 contract year.
2. Step Movement. For the 2009-2010 contract year, no vertical movement for experience on the Salary Schedule shall be granted.

C. Term

The term of this Memorandum of Understanding shall commence on the date the Negotiated Agreement for the 2009-2010 school year is ratified by the Cooperative Board of Directors and by the Teacher's Association. This Memorandum of Understanding shall terminate on June 30, 2010.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Understanding as of the date first above written.

Sedgwick County Area Educational Services
Interlocal Cooperative #618
Robert Matthews, Board President

Special Services-NEA Teacher's Association
Shelayne M. Dunham, Chief Negotiator

Sedgwick County Area Educational Services Interlocal Cooperative #618

and

Special Services – NEA Teacher's Association

Review of Positions on Noticed Items

1. **Board item 1** - Change Duration Clause dates (**Agreement Reached**). Dates changed from July 1, 2008 through June 30, 2009 to July 1, 2009 through June 30, 2010.
2. **Board item 2** – Request for a multi-year agreement (**Withdrawn by Board**)
3. **Board item 3** - Negotiated Agreement to be distributed electronically (**Agreement Reached**). The following wording was included:

This Agreement shall be distributed electronically to all members of the certified staff within ten (10) calendar days after the Agreement has been ratified and signed by both parties. In addition, a copy of this Agreement will be made available for review by any teacher who is being considered for employment and shall be made available on the Cooperative's website.

4. **Board item 4** – The **Board's** requested to add one day for new teacher inservice, was researched by **Special Services - NEA** using an electronic survey of new staff. 80% of the respondents to that survey indicated that they would like an additional day of inservice for new teachers. Due to this response the Special Services - NEA agreed to Board item 4 (**Agreement Reached**). The following wording was included in the agreement:
5. Teachers new to the Cooperative shall have three (3) additional days scheduled by the Director for orientation prior to the opening of the regular contract year, or at designated times during the contract year.
6. **Board item 5** – Proposed to eliminate the \$750.00 early notification incentive for those people who are retiring (**Withdrawn by Board**).
7. **Board item 6** – Proposed language in the negotiated agreement dealing with leave for those who are adopting a child, to eliminate the overlap in the existing language, was agreed upon (**Agreement Reached**).

*Birth of child up to and including 1st Birthdayup to six (6) weeks
After child's 1st Birthday up to and including 4th Birthdayup to four (4) weeks
After child's 4th Birthday up to and including 16th Birthdayup to two (2) weeks*

8. **Special Services - NEA item 2** - Proposed increasing the number of days available to lobby or attend associated professional development from 4 to 15 with NEA paying for required substitutes. The Board supported the request with a counter proposal of 8 days for the intended purpose. There was an agreement for the Boards proposed number of 8 days (**Agreement Reached**).
9. **Special Services - NEA item 3** - Proposed that the language from the negotiated agreement, "191 or less" be added to the actual teacher's contract (**Agreement Reached**).
10. **Special Services - NEA item 4** - Proposed an amendment so that all temporary leave days were treated as general leave to increase the members' flexibility in using their leave. The Board proposed adding 1 day of personal leave (total of 4) and reduce total leave by 3 days (total of 12) (**Withdrawn by Special Services - NEA**).
11. **Board item 7 and Special Services - NEA item 5** – Sick leave Pool - **Special Services - NEA** proposed formulating a representative sample of members to approve days, 3-5 day periods available to contributing members, accumulated days roll over, etc. The **Board** offered to reduce the contribution for participating in the pool to ½ day versus 1 day increasing the risk for the Board. Participants in the sick leave pool would contribute the other ½ day if the pool became depleted due to high usage during that year. The **Board** also proposed amending the language so that the sick leave pool can be used for the employee or for the care of a member of the immediate family living in the household because of sickness injury or surgery when a doctor prohibits the employee or immediate family member living in the household from returning to work or school. (**Agreement Reached** on the use of pool days for Immediate Family and see **Memorandum of Understanding** for contribution of days to the pool).
12. **Special Services - NEA item 6** - Proposed to amend the grievance procedure so that the teachers would have representation at all 3-levels of the Grievance Procedure and expand the window for filing a grievance to 30 days. The Board indicated that the NEA proposal would increase the time required to resolve conflicts and that the current procedure has not resulted in documented missed opportunities for staff to file. The Board was not interested in amending the procedure at this time (**Withdrawn by Special Services - NEA**).
13. **Special Services - NEA item 7** - Proposed language which would enable staff who are injured on the job (*assaulted*) to be granted leave without being docked sick leave when the treatment for the injury occurs during the work day. The Board provided language for this item. (**Agreement Reached**).

If a member of the certified/licensed staff is injured by a student (or parent/legal guardian of a student) while engaged in an activity required of the assignment for which the injured employee is being paid by the Cooperative, the injured staff member shall be entitled to paid leave for medical treatment or care directly and substantially linked to the injury if such care must be provided during contract time. This paid leave will not be deducted from the staff member's general leave awarded through the negotiated agreement. The Cooperative administration may request physician confirmation that the medical treatment is associated with the work-related injury and required for the treatment of that injury. This protection would include spontaneously occurring events in which a staff member intervenes out of concerns for the physical safety of the students/staff involved without the prior approval referenced below.

This paid leave policy would not apply to staff members injured while participating in activities that are not recognized as essential job functions. If it is not clearly indicated, it is the responsibility of the staff member to obtain administrative definition of "essential job functions" prior to engaging in activities not clearly associated with the assignment.

14. **Special Services - NEA item 8** - Proposed to negotiate class size/caseload. **(Withdrawn by Special Services - NEA).**
15. **Special Services - NEA item 9** - Proposed a salary discussion reopener. **(Withdrawn by Special Services - NEA).**
16. **Board items 8 and 9, and Special Services - NEA item 1** - Referred to changes in the salary schedule.

The **Board** proposed freezing both step and track advancement on the salary schedule and to modify the \$1,000 amount paid into the retirement plan to fund other monetary costs to the Board of the increased cost in the health insurance coverage for staff of \$60,000, the additional costs of \$15,000 to pay for the increase in mileage payments to staff of 55 cents per mile driven and to pay the additional \$20,000 for the \$1,000 retirement plan per staff member due to the additional staff who are covered from the previous year under the agreement (from 230 staff to 250 staff members).

Special Services - NEA proposed granting step and track advancement. The Association later proposed to only grant column advancement for those teachers who qualified, with no step advancement and no change to the \$1,000 retirement plan contribution by the Board.

After learning the State mileage rate paid by the Board to staff for mileage would change beginning January 1, 2010, (from 55 cents per mile to 50 cents per mile), the **Board** proposed using those savings to fund track advancement. For this contract year only, the dollar amount awarded for the column advancement would be equivalent to ½ of the award generally earmarked for that column advancement (see attached **Memorandum of Understanding** for step and column changes).

17. **Board item 10** – Proposed altering the contribution amount per contract year to the Cooperative retirement plan **(Withdrawn by Board).**

Motion carried 6-1.

Mr. Kaylor moved and Mr. Matlack seconded for the Board to approve track advancements for the paraeducators who advanced on the track retroactive to January 1, 2010 for the 2009-2010 school year.

Motion carried 7-0

9. **RETIREMENT REQUEST** – Mr. Matlack moved and Mr. Nicholson seconded for the Board to accept Mr. Richard A. Stevens' retirement request and grant him the Phase Out Option of the Cooperative's Retirement Plan.

Motion carried 7-0.

10. **Informational** - None
11. **OTHER** – None
12. **ADJOURNMENT** – Mr. Matlack adjourned the meeting at 9:27 p.m.

Kay Bartel, Clerk of the Board