

## Creswell School District / CEA Bargaining Session Notes

May 16, 2024

### **Members Present:**

CSD – Mike Johnson, Chanel Green, Amy Aguero, Julie Johansen, Amy Halley, Debi Wilkerson

CEA – Ashleigh Thayer, Bethany Cross, Kori Wanner, Patrick Doyle, Scott Thompson

Note Taker- Marilyn Cruzan

### **Absent:**

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Meeting called to order at 6:00 PM

Mike - Okay.

Ashleigh -Hello.

Mike – Hey.

Ashleigh - Welcome back to bargaining.

Mike. – It’s good to be back to bargaining.

Mike - Thank you for dinner.

Ashleigh -Sorry, it was late. I apologize to everyone. It was supposed to be here at 5:15.

Mike - Okay, by then we were still hungry. We ate all five pizzas.

Ashleigh -Well, there's a ton more. You can eat 15 pizzas. I am not the best at ordering quantities. So, I ordered a lot of extra pizza. So, eat up.

Mike - Well, welcome back CEA team. Welcome, everyone. We're excited to get back to bargaining with you and looking forward to having some good discussions and coming to an agreement tonight, hopefully. Wouldn't it be nice to have this done and not hanging over us for graduation and promotion, and all the other activities we have coming up? So, the minutes we're going to get a chance to look at the minutes and corrections.

Ashleigh – They look good to us. We approve.

Mike – It’s approved.

Ashleigh – Right.

Mike – Does the CEA have any clarifying questions for district articles?

Ashleigh - We do not. Does the district have any clarifying questions for CEA articles?

Mike – We do not.

Ashleigh - All right, so the CEA has been working countless hours serving our members throughout this bargaining process. With the end of the school year quickly approaching, our team is ready to reach a tentative agreement with the district. During my own protected medical leave, I have worked with our team multiple times to consider the financial constraints of the district budget, prioritize our needs and compile a fair and reasonable settlement package for our members and ultimately for our students. So we have a settlement package we are ready to offer and go over with you guys.

Mike – Perfect.

Ashleigh distributed the CEA tentative agreement to the district team members and CEA team members.

Ashleigh – All right, in an effort to reach a tentative agreement before the end of the school year, CEA is offering the following settlement package. This package will expire at the end of tonight's session. You did say you wanted to finish tonight. So, all previous tentative agreements are included. Any proposals not Listed below are withdrawn in this package. If we cannot reach a settlement soon, we will need to reach out to our CEA members to ask for their input on the next steps. Our 150-day timeline for bargaining will end on Sunday July 7, 2024. By association rights, current proposals on March 21, 2024, by CEA, the association shall be granted up to 10 workdays on non-bargaining years and up to 18 workdays on bargaining years. The first 10 days for both bargaining and non-bargaining years will be paid by the District. The remaining eight days for bargaining years will be paid by the association. The association shall reimburse the district for the cost of any substitute required. Leave days are to be used at the discretion of the association president. We put in parentheses, eight of those days do not cost the district because we will pay for those. Number six: Employee Rights. The district will obtain from juvenile authorities available information concerning students enrolled in district schools who have been adjudicated by the criminal law system and information about the nature of their offenses. School officials will set up procedures so that this information will be available, in accordance with the law to members who have a “need to know” as a result of an assignment to teach or supervise the student. (No monetary cost to the district).

Ashleigh -During in-service week, a minimum of four hours of building meeting time will be provided for newly adopted curriculum development with grade level, or content area teams. (No monetary cost to the district).

No 11: Workload. On the last day of school preceding all extended breaks, Thanksgiving, Winter Break Spring Break, employees will be permitted to leave immediately after student departure. (No monetary cost to the district). Early release Wednesdays: 50/50 split for teacher directed time. (No monetary cost to district). Elementary prep. Each full-time employee shall receive a minimum of 375 minutes prep time during the regular teacher work week with 125 minutes of that being provided in 25-minute blocks during the student contact day. The additional 250 minutes will be provided in blocks of no less than 30 minutes. (No monetary cost to the district). We currently have 125 minutes so it's not going to adjust the school day, it just protects after school time.

Compensation. Two-year contract with 4% COLA for each year. Add \$1,500 recognition bonus in June for teachers at step 18. Increase monthly insurance opt out amount to \$600 and then add two

additional personal days. Certified extra duty positions. Outdoor Club assistant- schedule H, FBLA High School reclassification to schedule E ,New: Elementary Choir same placement as Vocal Choir on Schedule D. Middle School Choir reclassification to an equivalent of Jazz Band on Schedule B. Outdoor Club Advisor reclassification to schedule F, New: Girls Wrestling Coach, New Position: Varsity Coach on Schedule A ,National Honor Society reclassification Schedule F, SEL Instructional Support, Schedule F. New: Sped/IEP extra duty, per diem, time after contract hours for IEPs, 504 Coordinator, Schedule F. Tag Coordinator Schedule F, Poetry Club, high school Schedule H, Robotics Club, high school schedule H, Curriculum Committee change to an extra duty at per diem.

Mike - Well, thank you. We, at the last meeting, at the end of the meeting, we made a proposal on the economics. We had explained that we were looking for a three-year agreement and at that point as far as movement in the economics area, we've increased monthly caps on insurance for three years. That's what we have agreed to. We accepted your proposal, and we added a longevity bonus for employees that are on the higher end of the step schedule. We approved property damage coverage of \$2,000 per employee. We proposed and agreed to a Mentor Program, a new Mentor Program. Property Damage is new as well. Longevity bonuses new as well. We added days for transfer and assignment changes. We increased layoff benefits for insurance from 18 to 27 months. We increased licensed tutor pay to the per diem rates. We increased subbing during prep time to per diem rates. We have just completed our budget committee meeting and the Budget Committee approved the budget. We said we would bring those numbers to you so you can see where we ended up in the budget, because we had more concrete estimates from the state. So, Chanel, would you show them or present that to them, please?

Chanel - So, like Mike said, we had our budget meeting last night. So I think you've seen this slide before. The updated numbers here on the left are projected budget 24/25, those numbers have changed, because that is what was included in our proposed budget last night. So, after the six weeks that we've been working on budgets, since we last met, there's some changes there. And then that, of course, changed the package that includes all of the assets that have financial implications from your guy's proposal.

Mike -So is this a 2% COLA or two and a quarter that was proposed at the last meeting?

Chanel -This is at a 3% step and 2% COLA.

Mike - Okay. So you'll see that we have a balance of zero. We were in a deficit of \$350,000. We moved \$350,000, from our ESSER grant, to cover that for this ending here. And that's what we're going into for next year. At the end of next year, we'll have a 2.1-million-dollar deficit.

Kori - So do the other payroll numbers for next year, for example, does that include the reduction in staff we've already seen happening through attrition? So that's how we get to zero because of those changes already?

Mike -Well, we get to the zero because we pulled the ESSER funds in.

Mike - So I see your 4% over two years, that's your counterproposal to two for four, and we're looking at it. We're wanting to get to a three-year agreement. That's what we'd like to have. But I see two on your proposal.

Ashleigh - We would consider three based on the COLA that is, if we can come to a negotiation on the COLA.

Mike -We'd love three. I think everybody would going into a ...

Ashleigh – A three-year contract or 3% COLA?

Mike – Well.,

Ashleigh - No, no. We're not offering 3%.

Mike - I countered myself once , so you can counter yourself once.

Ashleigh - I mean, we can go back to six. But we ideally would like a three-year contract, but it's going to be based on COLA.

Mike - We get that. And we really do want that for the stability of everyone going into the next biennium.

Ashleigh -Bargaining is exhausting. Bargaining is exhausting.

Mike – Bargaining is exhausting. It is exhausting. Worrying about the district is exhausting. Worrying about your members is exhausting. I mean, this is just when we have an agreement. Then it's just us trying to figure out how we're going to manage the district to make that work. And we will. And in these times, especially when they're uncertain. We see what's happening across the state and you know, we're going to have a headline to go on next year. Hopefully, it's not going to be as drastic and ugly as some of them that we're seeing out there real close to us.

Ashleigh -So what other changes or things are the district planning to do to offset that huge deficit?

Mike - So, through next year, we'll be reducing, adjusting to enrollment numbers through attrition. Like we have been. We'll look for transfers to, you know, keep our staff as we can, as many staff members as we can in the district, at full time. In the winter of next year, I have proposed, but hasn't been approved by the board yet, to put together an ad hoc committee for financial, the financial outlook of the district,

Ashleigh – What did you call that?

Mike - An ad hoc Finance Committee. Through the Finance Committee, we'll come up with strategies on how we're going to address that cliff. Because it's, it's drastically here we're looking at it. It will take the community to come up with a plan on this, or give input on the plan, and you will be part of that committee. You will be invited to be a part of that committee. All association groups within our district will have representatives on that committee as well as the board, community, and we'll have a collaborative approach to how we're going to do this the best way possible. We're going to manage it as best we can through attrition that will reduce any impacts of layoffs, for all groups.

Mike - I guess it's up to you, or do you want me to take another one?

Ashleigh -Yeah, we are. The only thing we have to provide is the settlement at this point or the package.

Mike - So in line with one of your items there, we have a proposal. Thank you. And this was on the four hour curriculum development proposal.

Mike distributed the district's four-hour curriculum proposal.

Ashleigh - So, can you just go back over this? Because I know we talked about it, I think it was last time. So, from my understanding, what we were talking about is that in-service day would then become a student contact day. Is that right?

Mike - No. So, what we had talked about last time was, you had proposed to have four additional hours of curriculum development time at the beginning of the year before the year started. We were creatively trying to figure out a way to do that, that would not cost the district, and that would not have an economic impact. And so, the proposal or the thought was what could we do with the in-service day? Because currently, it's a district day. Could we split that and make it a curriculum development day, and the comment was, it's too late in the year. We need something at the beginning. So, this proposal says that the in-service day shall be a non- contract day, so it's a non-school day.

Ashleigh - So being Friday off.

Mike - Friday and teachers can do whatever they want. They can work in the buildings, they can go to a professional development, it's an in-service day for them. It's a non-contract day. Then we would move that in-service contract day to the beginning of the school year. So that Friday that we have off before the Labor Day weekend would become a contract workday, and then that contract workday, that would be for teacher curriculum.

Scott – So, we go from four in-service days to five to the following school year. Is it okay if I just read this for everybody out here? So, what it says is, so our initial proposal on March 21<sup>st</sup> of this year was during in service week, a minimum of four hours building meeting times will be provided for newly adopted curriculum development with grade level or content teams. The counter proposal from the district tonight, this was Article 11 Workload A 2. The October statewide in service day shall become a non-contract day. There shall be five contract days at the beginning of the school year before the students' year begins. Two of those days are for building, two of those days are for teacher directed classroom preparation and one day for teacher curriculum work.

Ashleigh -So, there's a little confusion on this because so when you say non-contract day but then you said teachers would be in the building working so..

Mike - That's their option, whatever they want to do that day. No students, no teachers are required to report to work.

Ashleigh – So, it's a non-paid day?

Mike – Yup.

Ashleigh- So teachers don't report to work?

Mike – No

Ashleigh – That's what I was trying to understand.

Scott – They are just moving it to the beginning of the year. So, you shorten your summer one day but then you get this extra day in October so it's the same number of student contact hours.

Mike - Your proposal was for four hours; my counter has given you eight.

Ashleigh -We will talk about that.

Mike - Our second counter proposal has to do with one of your items.

Mike distributed the Article 5 counter proposal.

Ashleigh – So, Article Five, has up to eight leave days allowed during non-bargaining years and up to fourteen, eighteen leave days are allowed during bargaining years at the discretion of the association president, for Association business. The association shall reimburse the district for the cost of any substitutes required.

Mike -So it should say eight and fourteen days. Eighteen was your proposal and our calendar is fourteen. The rationale behind this is that this is your proposal of eighteen and eight or ten that you are proposing is very costly to our kids. The best teachers for our kids are their regular teachers and this is a lot of regular teacher time away from the kids. We've met and come up with a proposal, a compromise, and have given two days on both and we would like you to consider that.

Ashleigh –So here it says the association shall reimburse the district for the cost of any substitute.

Mike – Yes.

Ashleigh - So the district will not cover any costs which is what is in our previous contract.

Mike - This is the current language that we have in contract.

Ashleigh -Well, it does state up to a certain amount.

Ashleigh -Okay, we will look at that.

Mike – We do cover your salaries already. So, with that I think we'd like to caucus.

Ashleigh – Okay. Please take some more pizza. Please.

Mike – Oh no, I was just kidding.

Mike -Let's check in 20 minutes or so at 10 till 6:50

Ashleigh – Okay.

District team adjourned to caucus.

District team reconvened at 7:16.

Mike - Okay. The district appreciates your settlement package. And with respect to it, we wanted to come back with a settlement package as well to see if we can get this thing done. The good news is inflation is cooling off. The latest report that I heard on the news is a 3% inflation rate. That doesn't change our financial picture, though, because it really isn't inflation that's driving this, it's funding from the state and the lack of. And, you know, the cliff that we're headed to is going to be a dark time. We are really going to have to collaborate to get through this next year. It's going to take as much time as

we've been here to come to some agreements on how we're going to address this thing that's coming next year. We value our teachers; we love our teachers. We love the work that's going on in our district, the progress that's been made over the last two years since we had our last agreement. We adjusted to inflation after hearing from you at our last bargaining session, and we've honored that. As we said then, we're saying now, the cliff is in 25/26. And sure enough, it's here. So, we have given movement on your settlement package.

Mike distributed the CSD Settlement Package Counter to CEA team members.

Mike - Please know that the movement in the compensation, above 2%, is going to increase the deficit in next year. Our settlement package counter proposal is: Article Five Association Rights, we provided you with a counter proposal already. So, we're eager and excited to hear your response to that, hopefully, it's acceptable to you. Employee Rights, Article Six, the district will reject this because we don't get this information from juvenile authorities and they are resistant to providing it to us when requested. They don't give it to us. This would be a setup for grievances. We couldn't put this in a contract. It's not possible. During the in-service week, we have proposed a counter proposal, you have eight hours, you asked for four. Workload, Article 11. We have already stated that we are not monitoring the parking lots and that we may need staff for assistance on those days that you mentioned, for parent or student conferences, or whatever business needs to be taken care of before the end of the school day. We're not harping on anybody out in the parking lot or at the doors going out the building on those days. But we will not put this language in contract and we are letting you know that. Early release Wednesdays, we've made some movement on that, and we counter with 12 teacher directed early release Wednesdays per year to be scheduled by the principal at the beginning of the school year. Elementary prep time, the district will reject this increase. Amy, if you would talk to that, please.

Amy Halley - Sure, so when I, we're looking at the week for prep time, Wednesdays is sort of a hard day because every week is a little different. There are different meetings. We generally don't schedule IEPs on Wednesdays just to avoid any sort of complication with possibly over scheduling with meetings or teacher prep time. So, when I'm thinking about the week, I think about typically the Monday, Tuesday, Thursday, Friday. And for most days, the parking lot is pretty clear by 2:35 to 2:40. I check it often and pretty frequently, and by that time teachers are bringing their few straggler students, if there's any left, up to the office. So, that gives you approximately 65 minutes on those four days, so that's about 260 minutes. With the 125 during the prep time, that brings us to 385. So, you're asking for 375 minutes. I'm kind of curious to know when we would be scheduling our IEP meetings, I think you have members that are probably really struggling doing their job, if they only had 10 minutes to do what's required for the meetings. In addition to that, I think that there are some differences and understanding about what prep time is. I think there are some staff who believe prep time means alone in my classroom without talking to anybody. I think there are a lot of teachers that believe that prep time means working collaboratively or on their own. My personal understanding of prep time is it's time that I'm not scheduling for teachers. So, I think that we have a very different view of prep time in terms of what that entails. Currently, I don't believe there is a problem with prep time, because there's rarely things scheduled outside of IEPs, which are required by law to happen during those four other additional days.

Mike - Thank you. Compensation: This is the most difficult part of this whole bargaining session is agreeing to go into next year. What's going to happen to our staff and programs across the district? But the district wants a three-year contract. And we're proposing a three, three and two and a half in compensation. Employees who have been on column 10 Step 18 for two consecutive school years shall

receive a \$700 recognition bonus in their final paycheck each June thereafter, an increased monthly insurance opt out \$450. Paid Leaves, 17: The district has agreed to permanently adding one emergency day leave in addition to two personal days. The district will propose to remove the emergency day and add that day to a personal day, so you would then have three personal days. Extra duty positions already through this agreement or this bargaining session we have agreed to add Jazz Band to Schedule B, FBLA Middle School to Schedule F, HOSA a middle school to Schedule F. We counter to increase extra duty positions with a Girls Assistant Wrestling Coach to schedule C. We reject the other positions proposed by CEA. We want to be in compliance with Title Nine. What this gives us in wrestling is a head coach, a boys assistant coach and a girl's assistant coach. That's what's most common out there around the districts. That's our counter package to close this deal tonight.

Ashleigh - So does that include the two that you gave us earlier? The union time and the statewide in-service. I wasn't sure about that.

Mike - Yes.

Ashleigh - Okay. We had some clarifying questions as far as the budget that was discussed with us in the last meeting. We were wondering if we can have you guys pull that up so we can go over it?

Mike - Yes

Ashleigh - Do you have the slide that was the breakdown of the CEA?

Chanel - The one I used earlier? This one?

Ashleigh - Yeah.

Ashleigh - Okay. So, we had some questions in regard to this, because we were trying to understand the numbers on where things were. So, if you, we were, one, we were trying to understand where this puts the district based on some of the things, like we dropped the increased holidays where that takes out \$78,445. The 403 B match cost, we dropped that, that's \$45,600. The free breakfast and lunch class, we dropped that on our proposal. That's \$565,794. We dropped the COLA increase to 4%. We had a couple questions on some of the numbers. Kori, what was your question?

Kori -We were trying to understand the CEA 3.4% insurance costs. So, there it's listed at \$257,553. According to the financials that we were given, if we're understanding correctly, this year, those costs were \$102,709 for medical, dental and vision.

Ashleigh -Yeah. So we're wondering if that's, if we're looking at this the same way as you are? Okay?

Chanel – Where do you see the \$102,000?

Ashleigh - So, this document states that the premiums medical, dental vision total is \$102,709.05. The employee contributions monthly is \$8,417.96. The district contributions monthly is \$94,291.09. So that was where there was confusion.

Chanel - I guess I would have to see what that is. Because I'm not sure what those numbers are.

Ashleigh - It's with 74 people. It says insurance was provided to us on the financials Mike gave us, and it lays out how many people are on each plan.

Chanel -Okay. Well, give me a little time to look at this and my spreadsheet that has some of the data from here, and I'll get back to you. Okay?



Ashleigh -Okay.

Ashleigh – Scott, you had a question?

Scott - Yeah. I had a question on the insurance. So, we're currently at \$1585 per member for insurance or somewhere in that neighborhood.

Mike - \$1580.

Scott -Okay. \$1580. Then there's also the opt out as well, right? So, when people opt out of the insurance, does that then save the district an additional \$1580 a month?

Chanel – Yes.

Scott – So, it does save the district money when we opt out of our insurance?

Chanel – Yes.

Mike - What it does though, is it helps offset the cost of the other insurance packages.

Ashleigh -That's roughly a \$10,620 a month savings for the district that's based on the \$400.09. We recalculated nine people, because it says district opt out stipend contribution monthly is \$3,600. Take that divided by four puts nine people in opt out. So that's \$10,620 savings per year. Then you multiply that by 12. It's \$127,440 saved each year for opt out of insurance.

Scott - That's correct.

Ashleigh - Yeah, so those were clarifying questions. Then the longevity bonus of \$120,970. Based on what we could look at on another financial spreadsheet, with managers, right? It looks like based on our understanding of this spreadsheet, there are 17 members who are currently at step 18. How is the \$120,977 calculated if we have 17 members at that?

Chanel -I think we talked about this at a previous meeting. I can't remember the numbers I gave you, because again, my other spreadsheets are on my desktop. That would have been the number I gave you of employees, we have in step 18. That would be 4% of their wages, is where the \$120,000 comes from.

Ashleigh - Okay, Patrick, I need your math skills. What does that represent?

Patrick – So 4% of the bottom right salary is \$3,355. So, \$3,355 times 17 employees comes to \$57,035.

Chanel - So actually, I think I can answer my own question now that you said that so well, as well. This was a three-year contract. And so, I believe these amounts, if you times that by three, is where you're going to get the final numbers. Like, I will go back and look at my own notes. I don't want to misquote myself.

Scott - So all of these numbers are over three years?

Chanel - I believe so.

Ashleigh -So then for clarification, if that's the case, I take the increase in personal leave from two to four, you take \$37,927, and you divide it by three, it costs the district \$12,642 a year, which is about the cost of what they're saving you guys in just the opt out from our members insurance.

Chanel -Yeah, but that's just one data point. We're talking a lot of different financial implications from your ask, so it's \$10,000 savings there. But yeah, hundreds of 1000s and so...

Ashleigh – But if we're looking at just one point of this, if we're, say we take okay, personal leave, if you take that over three years, the opt out savings from the district from members alone covers the increase in personal leave from two to four days. So, trying to look at this budget and the amount of money that members are saving the district is also a huge thing. I mean, I know we cut this bonus for members on the additional personal day and we calculated that, what did we say, was like \$15,000 a year was what it was going to save the district based on numbers provided to us

Chanel -Savings from?

Ashleigh – Sick leave bonus. From not having that in the contract anymore

Chanel - Which that one you can budget for just because that it's a hard no, we're taking that out. But something like an opt out we can't budget for because we don't know who's opting out from year to year.

Ashleigh -But you know at the beginning of the year, right? Unless there's life changing circumstances.

Chanel - We don't until September 15, your guys' deadline for open enrollment. We do budget in May. We have set the budget for the next school year.

Ashleigh -I mean, I guess the question is how then do you budget for teachers coming into the district on different steps? If we're going to say I mean, you might not be able to budget for exactly how many teachers are on opt out, but the same can then be said of how do you budget for salaries when you're getting a new teacher coming in on step fifteen versus a new teacher coming in on step three?

Chanel - Currently, our budget is set on our current staff. So, if there's movement, hopefully it works out to be the average.

Ashleigh - I don't understand is how do we use one set average, but not the other so we want to take the average of salaries but we can't take the average of opt out and make it work to help benefit people

Chanel - Well, first, opt out is new. We haven't always had opt out. That just started in the last contract. There's only a year of data to look at, but it's just not something we can set yet and budget because of how many people do it. That's not to discredit that it is a saving, so I see what you're saying. I'm just telling you that from our end, how we budget, I don't know how many people are going to opt out. So, I can't say well we're going to save \$10,000 times 10 employees, I know 10 employees are going to opt out next year. That's how it is a \$100,00 savings. I don't know that because it could be 10 or it could be four. I'm not sure.

Ashleigh - Okay, well our team would like to take a caucus for about 10 minutes which will wrap us up till 7:51. So, we will be back.

Mike – Okay.

CEA team adjourned to caucus.

CEA team reconvened at 8:10 PM

Mike - Okay. All right, we're trying to get back together now. Chanel looked for the information and would like to bring that back to you.

Ashleigh – Thank you.

Chanel -Okay, so on the breakdown of the increase personal leave, from the two to four days, that one is less than the holidays, because we already paid your contract time. So, if we have an extra personal day, we're not increasing your salaries, it is an increase though to sub cost. So, sub cost is why some costs and no salaries why there's a difference between increased holiday line versus an increase in personal days. Because if we increase the holidays, then we are increasing your salary. And the average salary, the average substitute is half. Then on the insurance costs, the paper you guys have that's a monthly amount. So that's not annual, which what I had on screen was the annual as well. Again, I'm budgeting on the annual basis on the cap, you guys are seeing what we actually pay out. So that's not just a savings, also of opt outs, but everyone can pick a different plan. Every plan comes with a different cost. So, some are over the cap, which is why then some people pay out of pocket premiums, some are under which is savings to the district just like the opt out people. I think that's it.

Mike - The other thing on the insurance package is the more opt outs there are, the less people we are ensuring with our carrier, the higher the premiums go up. So, we do end up paying more per employee when we have opt outs of our insurance packages.

Scott -But is it more than \$1,180 per person?

Mike - The premiums go up each year. We can't predict how much they go up, and it's hard to keep up with those premiums that they're hitting us with. Insurance costs go up quite a bit, but it just depends on the plans that are being picked by the employees through the years. What we're trying to continue to do with holding on to the HSA plan. Maybe half of districts have a HSA plan, but districts have cut it out because of the expense to cover. and it's the big one for us that employees use.

Scott - So we also noticed in your budget where it's just showing teachers being cut.

Mike -Well, as you know, these are across the board, we've already been reducing employees in all groups. So, both groups anyway with attrition, so classified, certified, and we've had reductions at the district staff level. We've been doing that and consolidating, combining positions since we got back to in-person.

Ashleigh- Are you speaking to the FTE on the bottom?

Mike -My thing is, is you know what we're looking at is 75% of our budget is personnel. You know that 75% of the personnel, the highest percentage of employee cost there are certified, and we really get out of 70% of that 80% certified so it makes sense that the greater the number is there in cost. It's two to one classified to certified full time classified employees, two to one certified so you know, but they will be across the board. Again, in the illustration of what the amount the impact of that deficit is and we will be operating in a deficit mode next year. Because the 2.1 million is going to be the deficit 2.1 million. Before, the numbers that we're talking about, now, it keeps going, it will go up from 2.1. So, but that's just how it's all going to break down, when you look at the pie and our costs. You know, we make cuts in supplies, but our personnel is where it's at. We don't have a lot of cuts in supplies.

Ashleigh - So then, are we holding off on future curriculum adoptions due to the overall cost it has on the district since we're trying to cut costs. Are we putting in for an extension with the state so that we're not paying for that, from our additional curriculum?

Mike - That could be one of the strategies. The fortunate thing for us is that we have adopted the curriculum through the last three years using emergency relief grant funding to do this. So, it has, it has helped us get to the point where we are currently in compliance with our curriculum adoptions. We'll

have to finish up the science at the elementary level, and then the health adoption. Now, it could be that we get to the point where we postpone the health adoption and we ask the state to grant us that waiver. So, that has been done in the past here for years. There was a point where we didn't have current curriculum, period. But we do now and we're good to go. In our curriculum right now, we are in compliance. So, we have those two to finish up. And, you know, we don't have the money to do a curriculum adoption. We'll have to figure it out and budget it in somehow, if we can't get the waiver.

Ashleigh - Based on a recent caucusing, our team is feeling that we are still too far apart to come to a settlement based on what we offered and what the district is coming in at. That being said, we are feeling that, one, we need to schedule for our next session.

Mike - I want to finish tonight. I'm ready to go to 10. I would propose we stay.

Scott – Some of us need to get up early and teach tomorrow.

Mike – We've all got to work tomorrow. But this is important.

Scott - I have to stand in front of kids.

Mike - I feel you. I love it. We're all here for the kids. But this is important to this district and your members. And we're ready to get this done.

Mike - I don't see us that far apart. I don't know how much you want me to commit.

Ashleigh - Well, so for instance, okay, so for the district in-service you offered eight hours, which is appreciated. However, we as the bargaining team don't. The school calendar for next year has already been adopted. We don't feel comfortable going and modifying the schedule. Some teachers might have already planned trips at that time or already have things scheduled for the fact that they knew there was that Friday off. So based on that we don't feel it is, we are in a place to modify the calendar. Since it has already been adopted by the school board.

Mike - We all have lives. I do, so does everyone at this table. Everyone in the district, the school board too, but we can all work to adjust that calendar to address what you've asked for. If it's not important enough to do that, then withdraw it. But that's what we're going to do and we've offered you more than you've asked for. Is that the deal breaker?

Ashleigh - No, that's definitely not just the deal breaker but we would have to poll our members and make sure they're fine with that, but and then it doesn't say in that offer that was presented to us, Is that teacher directed eight hours? Or is that administrative directed eight hours?

Mike - You asked for curriculum development time for your teachers. That's what was presented to me, to us. And that's what that is.

Ashleigh - But what I'm saying is, is that curriculum development where the teachers are going to be sitting in a professional development with someone from the curriculum committee coming in and presenting to us for three hours on the curriculum, or is that teachers having the ability to make the decision that we want to work with our team?

Mike - Correct.

Ashleigh - So it is teacher directed, it's not administrative directed,

Mike – Correct.

Mike -That's what you proposed to the team. What I heard Scott say was, he needed time to collaborate with his team on lesson design and unit plans and those kinds of things. So that's, that's what that would be for. So, teacher directed curriculum work, there you go.

Ashleigh -That was not enough. So that was when we go to, for instance, Article Five union time, and you talked about how this is a lot of time being pulled away from students. 18 days total for a union to pull on bargaining years, 18 days. We had this year, five people on our bargaining team. If each teacher was to take two days out of the school calendar to meet because what happens is, we don't have school time to meet. So, we're meeting in the evenings. We're meeting on time that is outside of school. This time allows us to meet, be refreshed, have that time as a team to come together and figure out what we need to put together as a bargaining team. I'm a little confused how two days for instance, in this situation, of teachers being out of the classroom is a huge detriment to the students, especially since it's the Associations paying to reimburse the substitute. That's not a huge cost of the district. It's the teacher being refreshed and feeling like they can get their Association work done outside of their personal time is also a huge benefit to the teacher, or and to the student.

Mike - I don't see any benefit to the students when the teacher isn't there with them. That's just my own personal thing. That's why we want the best thing. And that's why we hired you because you're the best we could find for them. But when we're talking about, you know, the three days for each of you, or how many ever it is. Before the bargaining session started, before I came here, there wasn't a five-member bargaining team, there were two or three on each side. So, the days that you're asking for, you're assuming that it's always going to be five, but it hasn't always been five. So, if there's the 10 or 12 days there, and it's less than five, then there's more days between the group and that's on your committee.

Ashleigh - So, then the district is dictating the size of our bargaining team.

Mike - We didn't. We're just saying how many days we were going to let you go away from your kids.

Ashleigh -But you're saying in years past, that was the case? Well, in years past, we did interest-based bargaining. And as we've learned, that doesn't work well. So, to take into account what has happened in years past, isn't really, it's pretty irrelevant in the sense that in years past for, what 20 plus years they did interest-based bargaining. We are in traditional bargaining. It's a whole different ball game.

Mike - Because you choose that.

Ashleigh - Well, we have that right.

Mike – You do. But interest-based bargaining, I wouldn't say that's a bad bargaining model. But it didn't work at some point.

Scott – The point is why we went away from it two years ago, because it wasn't working.

Mike - Well. That's a matter of opinion. I was there.

Scott - No, I didn't go away from it. It's not my opinion that we went away from it. You did go away from it.

Mike - But getting back to the point. It's about having the teachers, the best person in the classroom, with the kids the most amount of time possible. We've already conceded on time and increased the days, on bargaining years and non-bargaining years.

Ashleigh - Again, this is why I feel like we are not. We're very firm in what we want. The district sounds like they're very firm on what they want. You have a very set reason, in your opinion that, for instance, teachers need to be in the classroom, it's in the best interest of the student. No one's arguing that. We all know that it's in the best interest. But we also know there's other things that need the Association is also a very important part of our membership and, our teachers, and our bargaining team serves a very important role in our membership and our contracts. So, the district came in with two additional days. And it's not I mean, it's, I guess, in the grand scheme of things, it's costing roughly \$520 for non-bargaining years, and well, \$520 I mean, we're paying for the substitute. There's not a huge cost there for the district.

Mike - The cost is for the kids. We want what's best for them. We've hired the best to be there with them. We've given you more days. You've asked for more. We brought them forward to you. It's not like we're saying no, we're not going to negotiate with you on it. We're negotiating. We moved on it.

Ashleigh - And I mean, we're sitting here saying, okay, well, like the association shall reimburse. Originally it was the district. I mean, this offer states the district will pay the first 10 days of Association leave. I'm now talking about this offer those states, the association shall reimburse the district for the cost of it. Is that I mean, that's a movement on our part too, if I'm talking to you about this offer right here.

Mike - Well, you're talking about movement from the contract. These are proposals, you brought a proposal forward. We have moved from the contract what we have now in language, we don't have to move on that. We have agreed to move on it. Because you want it and put it there doesn't mean it says it has to be so, but we're negotiating, and we brought an offer forward that has movement. Twice, we've increased that to you. This is the second time we've increased it on a counterproposal.

Ashleigh - I understand your desire to try and get this done tonight. I also want to respect everyone else's time. On our side, as Scott said, I, they do have to show up tomorrow and it is in the best interest of our students for them to be refreshed and ready to go for tomorrow. Teachers showing up exhausted and not mentally prepared for tomorrow is not in their best interest. So, we are at the point if you want to email us additional days, or we can find hopefully a day that we can work on right, we can set now. But we...

Scott - We're exhausted all day. I was exhausted when this started and I'm sorry to say that but it's the end of the school year. I'm at my wit's end. I'm burning the candle at both ends right now, and if I try to stay here till 10 o'clock tonight, I'll be a zombie tomorrow and useless in my classroom.

Mike - We don't have to stay until 10.

Scott. This is, I mean, this is a good counterproposal. We're not stiffing you on things. We're down to a few items. A few and we can be done with this. I don't want to come back here anymore than you do Scott. I want to have this done and have everybody happy knowing that we have an agreement, and we can celebrate. Starting tonight.

Ashleigh - So can I have five minutes? Or can we have five minutes with our members where admin step out so we can ask our members a couple questions?

Mike - Do you want to caucus?

Ashleigh - Well, I'm...

Mike – Well, you can caucus with them. We can go caucus in there. That's fine.

Ashleigh – So we can have 5 minutes with members? That will be great.

Ashleigh - Thank you.

Mike –8:20 or 8:25.

Ashleigh – 8:25. Thank you.

The CEA team adjourned to caucus.

The CEA team reconvened at 8:24.

Ashleigh -I am going to ask one more time for us to set a date for a future session.

Mike - I'll get back to you with a date when we can all get together and that works on their schedule.

Ashleigh - All right. Thank you.

Meeting adjourned at 8:26 PM

## **Meeting Summary:**

### **Article 1 – Recognition**

### **Article 3 – Labor Management Committee**

### **Article 5 – Association Rights**

I – Up to ~~6 (six)~~ **eight (8)** leave days are allowed during on-bargaining years and up to ~~twelve (12)~~ **fourteen (14) eighteen (18)** leave days are allowed during bargaining years at the discretion of the Association President, for Association business. The Association shall reimburse the District for the cost of any substitutes required.

### **Article 6 – Employee Rights**

#### **New K: CEA Proposal 3/21/2024**

During in-service week, a minimum of 4 hours building meeting time will be provided for newly adopted curriculum development with grade level or content teams.

During in-service week we have proposed 8 hours.

#### **Article 6 I.4**

The District will reject this because we don't get this information from juvenile authorities and they are resistant to providing it to us when requested. This would be a set up for grievances.

### **Article 10 – Layoff and Recall**

### **Article 11 – Work Load**

#### **District Counter Proposal 5/16/2024**

## **Article 11 - Work Load A.2**

The District Statewide In-service Day shall become a **non**-contract day. There shall be ~~four (4)~~ **(five (5))** contract days at the beginning of the school year, before the students' year begins. Two (2) of these days are for building, two (2) are for teacher-directed classroom preparation and **one (1) day for teacher curriculum work.**

We have already stated that we are not monitoring the parking lots, but we may need staff for assistance with parent or student conferencing on those days. We will not put this language in contract.

Early release Wednesdays: The district would counter with 12 teacher directed early release days per year to be scheduled by the principal at the beginning of the school year.

Elementary Prep: The District will reject this.

## **Article 12 – Assignments/Vacancies/Transfers**

### **Article 16 – Compensation**

The District will propose a three-year contract 3%, 3%, and 2.5%.

Employees who have been on Column 10 Step 18 for 2 consecutive school years shall receive a \$700 recognition bonus in their final paycheck each June thereafter.

Increase monthly insurance opt-out to \$450.

### **Article 17 – Paid Leaves**

The District has agreed to permanently adding one emergency day leave in addition to 2 personal days. The District will propose to remove the emergency day and add one personal day.

## **Appendix B Extra Duty Salaries**

The District has added: Jazz Band to Schedule B

FBLA Middle School to Schedule F

HOSE Middle School to Schedule F

We counter to increase extra duty positions with a Girls assistant wrestling coach to Schedule C. We reject the other positions proposed by CEA

## **Appendix C Grievance Form**