

2017-18 Negotiations, Meeting #2
Thursday, May 4, 2017
Middle School Library

Minutes

Present: Kim Bernstein (SB Lead Negotiator), and Stuart Coleman; BEA Nancy Olson, Lead Negotiator, Kari Jostad and Jenny Patterson
Guests present: Jason Kersten (Superintendent), Adam Beyer

Meeting called to order 4:04 PM, Marker on the SD card 2

Minutes were approved and signed by both parties, Nancy made photocopies for each person
School Board presented their rationale opened with their contract modifications

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1. Article 1 – Amend – **Both sides agree to the modification below:**
 - a. The School Board of the Bottineau Public School District No. 1, hereinafter referred to as the “District” or “Board”, recognizes the Bottineau Education Association #211, hereinafter referred to as the “BEA” or “Association”, do **both** hereby agree to abide by the North Dakota Century Code chapter 15.1-16 concerning North Dakota teacher-school board negotiations.
2. Article 2 – **Both sides agree to the modification below:**
 - a. This agreement, ~~which includes Professional Negotiation Law Chapter 15.1-16 of the North Dakota Century Code and the articles attached thereto,~~ shall become effective on July 1, 2017, or at the close of this year’s negotiation, whichever is later. This agreement shall remain in effect until June 30, 2018.
3. Article 3, Teacher Employment, 2) b – Change highly qualified to highly effective
 - We pointed out that Highly Qualified was the wording tied into No Child Left Behind Laws, Since the laws have changed so has the language reference. Highly effective lines up with Every Student Succeeds Act.
 - We will be leaving in Highly Qualified as BEA feels that replacing it, diminished the qualifications they have achieved.

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4. Article 3, Teacher Employment, 4) c
 - a. We wanted to remove this section from the Agreement as it is required by law. It was stated the SB would like to see all things that are required by law to be removed out of the Agreement as, it doesn’t matter what the Agreement states, the district will follow the law.
 - b. BEA wants to leave it in for reference point

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5. Article 6, Social Security
 - a. We wanted to remove this section from the Agreement as it is required by law. It was stated the SB would like to see all things that are required by law to be removed out of the Agreement, as it doesn’t matter what the Agreement states, the district will follow the law.
 - b. BEA wants to leave it in for reference point

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6. Article 14, Liquidating Damages – **Both sides agree to the modification below:**
Change Liquidating to **Liquidated**
7. Article 18, Reduction in Force - **Both sides agree to three (3) of the four (4) the modification below:**
 - a. We will leave all teacher references the same, BEA explained differences
 - b. Paragraph 1 – **ensure** instead of insure
 - c. Paragraph 5 – **applied** instead of applies
 - d. Section G. – **notified** instead of notifies
8. All date references throughout the Agreement will be corrected
9. TFFR – Will be discussed during the financial proposals
10. Group Health – Will be discussed during the financial proposals
11. Salary – Will be discussed during the financial proposals

SB will get the changes made so the document can be reviewed

BEA presented their rationale

BEA has 5 items, Salary, Insurance, Elementary Concerts, Bereavement Leave and Sick Leave Bank.

1. **Sick Leave Bank** – BEA would like to add this policy into the negotiated agreement
 - When asked why? – BEA feels that in policy the board can make changes at any time. They would like representation if changes are made. Wants to make sure that it does not go away.
 - BEA has brought this up many years back, was added into policy this past year
 - Both side took a moment to look for references, Kari found the meeting that it was discussed last year (5/5/16 - At that time it was determined to table as the policy committee is working on something along this line.)
 - SB will present to the board, as a decision cannot be made at this time.
2. **Elementary Concerts – Activity Schedule** – BEA would like to add Elementary Music Specialist to the activity pay schedule.
 - Rationale – Mr. Beyer currently puts on two after school elementary concerts. Kim asked if Mr. Beyer was full time? Nancy responded with, he was a 7/8 teacher, increased 90%
 - SB asked after looking at the activity schedule, if they had a percentage in mind?

BEA asked for a caucus – 5:13

Marker on the SD card – 3

BEA returns from caucus – 5:19

- BEA return with 5% as their proposal, which equates to \$1,925 on the current salary schedule where the base is \$38,500
 - SB will present to the board, as a decision cannot be made at this time.
3. **Bereavement Leave** – BEA would like to add three (3) days, with additional days granted by the Superintendent.
 - Discussion was held by both side in regards to bereavement leave
 - Mr. Kersten asked for clarification – he stated he thought we were mixing up the bereavement discussion from past years with emergency leave.
 - Discussion was held on the addition of immediate family reference in this section. BEA is asking for this increase for immediate family services. We clarified our immediate family reference section.

- Both sides will look into immediate family verbiage to present.
4. **Salary and Insurance** – tabled to be presented with salary packages

Next meeting scheduled for Monday, May 8, 2017 at 5:30. Agenda item will be power point presentation, district financial review/recap by Deb. Both sides to attend to get the information at the same time.

Tentative meeting set for Monday, May 15, 2017, to present offers if both sides are ready.

Meeting adjourned 5:48 pm