

**NEGOTIATION MINUTES**  
**May 13, 2014**

**DISTRICT ADMINISTRATION PRESENT:** James Gilbert, Cliff Ogborn, Rick Checketts

**MHEA PRESENT:** Robynn Schipani, Rosemary Ash, Karen Kohring, Terri Sanders, Rita Olson, Rhonda Urquidi, Rich Urquidi

**MINUTES:** Sharon Whitman

**OTHERS PRESENT:** Harry McCarty (IEA Representative), Bobbye Lockett, Susan Hiler, Courtney Lewis, Denise Weiss, Vicki Armstrong, Barb Checketts, Albert Longhurst, Marilyn Kellerman, Denise Weis, and ten or more others

**NEGOTIATIONS STARTED:** 4:30 p.m.

*These negotiation minutes are a transcript of the conversations of the negotiation meeting. The intent, meaning, and direction of the conversations are transcribed below; not every word spoken has been transcribed. The negotiation meeting was recorded by both the District Administration Office (Administration) and the Mountain Home Education Association (MHEA). For a copy of the audio, please contact either the MHEA (Rosemary Ash) or the District Office (Sharon Whitman).*

*Where the term “master contract” and “Master Agreement” are used, the true name of the document is Collective Bargaining Agreement (CBA).*

1. James thanked everyone in the audience for attending.
2. Minutes of May 6, 2014
  - We [MHEA] just have one correction to the minutes. We need Harry McCarty (IEA Representative) moved to Others Present [from MHEA Present] because he’s not a member of negotiations.
  - Both parties agreed and the Minutes of May 6, 2014, were approved.
    - ~ Sharon Whitman will make the correction prior to publication.
3. Rosemary – we have a statement we’d like to read. (*Denise handed out MHEA’s statement*)
  - Rosemary – at the May 6, 2014, negotiations session, Mr. Gilbert, on behalf of the Mountain Home School Board, made statements and took positions to which the MHEA respectfully disagrees. We would like to take this opportunity to make our position clear regarding the events of last week and our intentions moving forward.
    - ~ Rosemary – first, the Board rejected, in its entirety, the MHEA proposal for the inclusion of leave provisions into the 2014-2015 master contract. The proposal included much of the same language currently found in Board policy with the addition of Association Leave. As the MHEA pointed out, it is our position that Idaho Code 33-1275 (covers negotiations) specifically includes leave time as a component of benefits and as such, is within the scope of negotiations. While the Board is under no obligation to accept the proposal, it is required to negotiate the proposal in good faith.
    - ~ Rosemary – Mr. Gilbert responded to the leave proposal by withdrawing the Board’s April 23, 2014, offer to reinstate two paid days (professional development days) and pick up the increase to health insurance (11.9%). Within the context of the MHEA leave proposal, this seemed retaliatory, but regardless of the motivation to withdraw the proposal, the MHEA believes that the Board does not have the authority to withdraw a previous offer. If the parties ultimately fail to reach a settlement,

the Board is required to impose a master contract based on its [Board's] last best offer. The MHEA considers the Board's April 23 offer viable and binding. We will offer a tentative agreement this evening.

~ Rosemary – it is the intention of the MHEA to proceed with negotiations. We are here representing the certificated, non-administrative employees of the school district. We will continue to negotiate in good faith toward the interest of our employee group, both members and non-members. To that end, we would like to propose the following for your consideration.

~ Rosemary read the written MHEA Proposal – The Mountain Home Board of Trustees and the Mountain Home Education Association do hereby agree to conduct themselves in a professional manner moving forward with these negotiations toward a 2014-15 master contract. As such, we agree to the following provisions: 1) the parties agree to negotiate in good faith...good faith shall mean that all parties to the process shall act in a capacity of honesty, fairness, and lawfulness of purpose with the absence of any intention to defraud, act maliciously, or take unfair advantage; 2) the parties agree to refrain from any form of retaliation and/or vindictive behavior; 3) the parties agree that for the purpose of negotiations, no individual or team carries any more authority than any other team member or team...in other words the process is power neutral; 4) the parties agree to adhere to Idaho Law as it relates to the bargaining process.

~ Rick – ...sorry, but what was number 3?

~ Rosemary – [asking Denise] don't we have copies of this for everyone?

~ Denise – yes, but I'm still handing them out.

~ Rosemary – reread 3...the parties agree that for the purpose of negotiations, no individual or team carries any more authority than any other team member or team...in other words the process is power neutral.

• James – thank you, but that's your interpretation and I'm obviously not in agreement with that...I'm going to proceed with another issue.

~ James – your [MHEA] negotiations proposal that you presented is not accepted.

~ *silence*

~ Rhonda – a specific part?

~ James – ...in its entirety, and I want to clarify on that too...as to why...part of that reason of withdrawing that proposal was because Rosemary requested that the proposals [Board's] be in writing and so at that time we didn't have those proposals in writing. I now have those proposals in writing today that I would like to propose.

~ Rosemary – we also have a couple of proposals.

4. James – this is the proposal and the rationale, the proposal is identical to the offer that was made at the very first negotiations session (April 23), but I would like to read it so that it on record.

• James – MHSD is offering to add two days to certified professional employee contracts for the 2014-15 school year. This would increase the certified professional contract from 185-days to 187-days. This would be a salary increase for all certificated professional employees of 1.0108%.

~ James – the 2013-14 salary schedule would be adjusted accordingly and become the salary schedule for 2014-15.

~ James – in addition, the MHSD is also offering to cover the insurance premium increase of \$219,250 for the 2014-15 school year.

~ James – the rationale behind this proposal is MHSD Board of Trustees continues to make restoration of the 190-day contract for certified professional employees a priority. These additional two days shows the continued financial commitment. In exchange for the two days added back to the contract, the District will require that certified professional employees participate in two additional days of professional development in the 2014-2015 school year. The MHSD Board of Trustees continues to show its financial commitment to the employees of the District by offering to cover the 11.9%

insurance premium increase. The Board feels that it is important that the increased premium cost for the 2014-15 insurance year not be passed onto employees. As insurance costs continue to skyrocket, many Districts are opting to pass insurance premium increases onto its employees. As there is no specific funding for employee insurance from the legislature, MHSD Board of Trustees would like to show its appreciation of staff by covering the significant cost for the 2014-15 year.

- Rosemary – can we take this under advisement?  
~ James – (nodded yes).

5. Rosemary – I'd like to offer two proposals tonight as well. *(Rosemary handed a copy to James, Cliff, and Rick)*

- Rosemary – the first is Sick and Other Leave proposal and the second is...we would like to propose the Teaching Conditions for your consideration.
  - ~ Rosemary – at this point we should caucus so that we can discuss the proposals, unless you have questions.
  - ~ James – in your proposal Rosemary, is there any different language than is currently in Sick Leave Policy or Sick Leave Bank Policy?
  - ~ Rosemary – there might be a few word changes.
  - ~ James – could you specify those?
  - ~ Rosemary – ...Rhonda, could you specify those?
  - ~ Rhonda – I think we've highlighted and questioned them [different leaves]...I think we left them alone. *(Rhonda pointed out the highlighted areas on her copy stating that the language was the original.)*
  - ~ Rhonda – I don't believe there is [change to language]...except a "will" or a "would" or ...
  - ~ James – okay...
  - ~ James – Rosemary, what problems are you trying to solve with these proposals?
  - ~ Rosemary – the proposal for the leave benefits, we would like in our contract due to the fact the Idaho Code allows us to negotiate those benefits.
  - ~ James – okay, but that's not really a problem...it's a statement of where you [MHEA] would like it.
  - ~ Rosemary – we [MHEA] would like it in the contract so that we have...because it's our leave language originally, and we would like to have it in the contract.
  - ~ James – do you know if this policy covers more than just members of the bargaining unit?
  - ~ Rosemary – this policy would cover the leave for all employees.
  - ~ James – ...so are you asking to negotiate leave for all employees or just for the bargaining unit employees?
  - ~ Rosemary – we're asking for it to be added to the contract for all employees.
  - ~ Rhonda – ...certified...
  - ~ Rosemary – ...certificated employees.
  - ~ James – I go back to a statement I made last week...is there an issue that's come up with it being in policy that you feel has not addressed this specifically?
  - ~ Rosemary – I cannot think of a specific thing that has happened; however, we [MHEA] feel that we want it in our contract where it is protected...our rights protected...because contract supersedes policy.
  - ~ Rhonda – and yes, we have had issues with policy and we want it in our contract, so that it's grievable...so that it's representing what we know we can count on for the year.
  - ~ James – so there has been problem?
  - ~ Rhonda – no, I don't think I need to...I think my membership [MHEA] has asked, and we have done surveys, and that we are coming representing that entire body of people [MHEA members], and that's the number one thing they are asking for...and it's part of what contracts have...and what

Idaho Code has allowed us to negotiate...and to get it into our contracts is a goal that we [MHEA] need to meet.

- ~ James – just because Idaho Code allows you to negotiate something doesn't mean that it has to go into the Master Agreement...that's just my statement, but I do want to clarify that I would like to know from our end, what the issue with this [leaves] is because at this point Rhonda, do you know of any employees who have filed a grievance for violation of policy?
- ~ Rhonda – I think that if the District office did an anonymous survey in the ways that we've [MHEA] done surveys, they might get some honest feedback in that way.
- ~ James – that's not what I asked.
- ~ Rhonda – right...but that's the best I can give you for an answer.
- ~ James – Rosemary, do you know of any grievances that have been filed for violation...
- ~ Rich – I would think that talking and listening to membership...and some of the surveys...that they [staff] are afraid of retaliation if they do so...
- ~ James – what is the protocol an employee has if code, or policy, or CBA is violated...what is the process?
- ~ Rosemary – file a grievance.
- ~ James – does that Grievance Policy still exist?
- ~ Rosemary – there's a Grievance Policy in policy.
- ~ James – and in that Grievance Policy, does it state that an employee can file a grievance for any violation of policy, or code, or Master Agreement?
- ~ Rosemary – I'd have to research that.
- ~ Rich – ...does it?
- ~ James – it does...the Grievance Policy is in place for just that...for anytime there is an issue with any of those three (code, policy, agreement). In my knowledge...I'm going out on a limb and say in the last several years, whether in Master Agreement or in Policy, we have not had a grievance filed by an employee...a certified employee...any employee, regarding those leaves, so that's why I'm asking...why [are you] trying to address a problem that's not a problem.
- ~ Rhonda – it would be problematic if someone at the administrative level didn't follow policy and just said this is how it is going to run...and the employee says okay, and just swallows it...deals with it, and files a grievance, but they're still scared...and they still have those feelings that are there...and part of having it negotiated into the contract kind of removes it from that and gives it a place where it's in the contract...and gives people a chance to have...a place where they know they have rights there.
- ~ James – can you specify how it is any different whether it's in policy or agreement Rhonda, as far as that very thing...
- ~ Rhonda – it feels that it's our [MHEA] agreement rather than a top-down decision that's been made where we [MHEA] don't have representation sitting on those polices...we can request...but again, it gets handed...we have to go to administration to request changes, and I think that's the bigger issue...as we said before, we were hoping to have things like this in our contract that's proactive and...we know that these are problems that have come up in teaching...like 30-years ago...this is good language, this is a good contract, good things that we have as part of our school district.
- ~ James – have things changed over the last 30-years in Idaho?
- ~ Rhonda – no they are exactly the same, but it's been functioning...all the way up to 2009-10 when things changed drastically in our district.
- ~ Rosemary – can you [James] clarify for me why the Board would not want... if they already have it in policy...they would have a problem with it being in our contract?

- ~ James – because the protection is the same...and the interpretation of the Board is whether in policy or agreement, the functionality of them [Leave Policies] are the same...so it's a duplication of policy into an agreement and there is no need to do both.
- ~ James – one of the things I'm going to ask again, you guys [MHEA] said this is...
- ~ Rich – ...this is something that our body [staff] has asked us to bring forward to you and that's why we brought it forward to you.
- ~ James – and that's fair, but again if you ask a survey in a way that doesn't give you a true definition of what a problem is, how do we know...I'm just going to put it out there...it depends on how you ask your survey. My thing with this is if we are going to do anything in agreement or anything in policy, the idea is to address an issue...and I go back to this because if there is a violation of any policy by your administrator, the same process applies for that employee whether it's in policy or in agreement [the grievance process]. Again, there has not been a grievance filed on these leaves.
- ~ Rhonda – there's a couple of things here. If you're waiting for a grievance to be filed, it is a bit like waiting for someone to die (*inaudible*)...waiting at a stop sign. You know...there's reasons we put in precautions before something happens, so part of what we're doing is (*inaudible*). The other part is that this is our work that we're working on it together, and it's pretty important that we as a teaching community come together as professionals, and you're part of that community, and right now it really feels top-down...and I'm emphasizing "feels" because we want to feel like we're part of it...have a voice in it; we want to converse with it, and the Association has repeatedly...is coming back and asking for that [leaves]...and saying that [to MHEA]...and this is part of that needing to be collaborative.
- ~ Rosemary – we've surveyed our membership three or four different ways this year and it's the same.
- ~ James – and I've asked for that data Rosemary...all I can go off of is what...if this was in the Master Agreement and there was a violation, a grievance would be filed; if it's in policy a grievance would be filed, and there hasn't been any [filed].
- ~ Rhonda – you have to go off of what we [MHEA negotiations team] are telling you, because we are telling you it is professionals sitting at the table with you...that we are talking to 100 people that work in this district...all of the people, people that aren't members...that's what they're saying. We are not here because we're individuals, we are here because we're collective...there is a lot of people who are here altogether with us.
- ~ James – okay Rhonda, I'll put that back out [being professionals]...you have to respect then our professional opinion on this too...that we're trying to address...and you stated it's a future issue...if we get into the game of we're trying to prevent future issues, we are going to be here a long time. I mean some of this is stuff that is out of our hands.
- ~ Rhonda – but this is like a big "read" thing...like you [Board] have it in policy, so you know it's something that we need, and we're asking that it's part of our Master Agreement.
- ~ James – and that's where we're differing on that.
- ~ Rhonda – clearly.
- ~ James – we [Board] are of the opinion that it [leaves] is adequately addressed in policy and you guys [MHEA] feel that it needs to be in agreement, and I understand that...I'm not contesting that.
- ~ James – one of questions I do have with these leaves...you [[MHEA] talked about not having a say in that [policies]. To your knowledge, has any member of the teaching staff provided input to any of these policies when they were reviewed or read by the Board?
- ~ Rosemary – I don't have...
- ~ Rhonda – ...we talked about it, there were people who talked about it, there were people who were worried about it, you always hope...we have always hoped...we've been trying to have people come to the board meetings and keep an eye on policies, and as the union was changing, there were some things that changed before we realized it, so in that teaching day...we're not in an office where we're pulling that information forward and looking for it.

- ~ James – I'll clarify that we have received zero input on those policies. In fact, I can tell you the last policy we received input on was the Dress Code Policy and that was a lot less than I would have even thought, so there is an avenue there for ...
- ~ Rhonda – ...it doesn't mean that it's not an issue. There is an avenue, but I think ....did you put out [to staff] and say these are some policies that are changing...are you interested?
- ~ James – your Association is aware of the policies that come up, that is part of the job of your Association leadership.
- ~ Rhonda – but it's a top-down sort of thing. It's your [Board] policy, and you're changing it, and if I were an administrator, that's the direction I would go...me as a teacher in my classroom, if I make any changes, I'm going to survey the kids, but at the same time...shift in thinking...in pretty much any organization where I worked, there is a frustration with how are people responding...and I [do] feel your prospective and what you [MHSD] are saying is that we're [MHSD] putting the stuff out there [for staff]...we're going over the budge...we're changing policies...and people aren't responding...and some of that...at what point is it that you [Board/Administration] are taking care of us? If you're administration, and you're working with us [staff]....and a lot of us [do] feel that we will be taken care of...so there's some shock...like things are changing...it didn't just go directly into policy.
- ~ James – Rhonda, can you give me an example... again...of when this Board has not looked out for its staff?
- ~ Rhonda – just like changing the policies...when do we get input into it?
- ~ James – at every reading, the Board has to take input at every reading...
- ~ Rhonda – that's public, that's...
- ~ James – ...at every reading...it can be written, you can give it to them there [during the board meeting], you can email it...
- ~ Rhonda – I guess I'm just shifting it...because you're saying...when did you come and tell us...and things are happening while we're working, and we work with this group; if it's a company we're working with...so things are happening...changing...those are public meetings that the public can come to, but it's not always something that all the teachers are coming to.
- ~ Rosemary – I want to clarify that I know on the Dress Code Policy...that was sent out to staff...that was asked for input and it was well addressed, whereas, these other things that come are just posted on the website and ....
- ~ James – ...I can tell you every one of those leave things was brought up to the negotiations team when it was brought in policy, and I bring that up because again it went through three readings...every one of them [leave policies]...and there was no input given. My point with this is that you have the avenues that are there that aren't being used...and why I say that is because when you [MHEA] add things to the Master Agreement, you are now creating an additional avenue that may or may not be used, may or may not be needed. In this case, I go back to... I think Rhonda, if you look around at what's happened with districts all over Idaho, with the exception of the Boise district because they have a lot of money...I think the MHSD School Board has protected its employees, probably, better than any district in southern Idaho during the recession. That was a priority...that staff was protected. We have a difference of opinion on whether something should be policy or in agreement...
- ~ Rich – ...so James, if in 2009...when everything went into policy because the Master Agreement was thrown away, would those have moved to policy if it wouldn't have...would have stayed in our contract?
- ~ James – would they have moved to policy...I can't speak to that. I'm talking about today's negotiations...maybe it would have and maybe it wouldn't. I don't know...
- ~ Rich – ...I would say it would still be in there if we wouldn't have the new law that would change the things over.

- ~ James – and if...
- ~ Rich – ...so what's [that's] the reason we're trying to get it back to the way it was...it wasn't broken.
- ~ James – I can't say whether it would have or not...you're talking about two different years...
- ~ Rich – ...well was it broken then...if people filed grievances and had an idea of how things worked then?
- ~ James – no, I don't see a difference between the two, it's just a difference of opinion of where it should be placed...again you're asking for it to be placed [in Master Agreement] to address a potential future problem, and I go back to this...
- ~ Rich – ...I think maybe so, but I think it's more that the group as a whole ...from what everybody is saying...I'm going to go back to they [staff] asked us to do...they would like it back the way it was before...and that's what we're asking.
- ~ James – I would like that too, but in funding. I understand what you're asking us [Board], but again, it's just a difference in opinion; times are different. I think the big thing to look at is the Board has to look at this [Master Agreement] not just from the employee standpoint, but future issues. Anytime you [Negotiations Committee] put something into the Master Agreement, it becomes a different issue for another Board. At this point, the Board has stated [that] it's not broken right now...
- ~ Rich – ...it wasn't broken then; correct?
- ~ James – I don't dispute that at all...is it broke now Rich?
- ~ Rich – I think so...
- ~ James – ...maybe in your opinion...
- ~ Rich – ...our group...
- ~ Terri – ...our membership believes it's broken.
- ~ James – provide me the data.
- ~ Rich – I don't have to provide you the data, our group told you!
- ~ Rhonda – we're telling you we're their voice!
- ~ Rich – our group has ask that we bring something forward to the school board...
- ~ Terri – ...it was 61.5% of the membership surveyed.
- ~ James – may I have a copy of that and the members who responded?
- ~ Terri – we don't have a copy of the members that responded, but we do have a copy of that...
- ~ Rhonda – ...because we can get their information without pressuring them individually.
- ~ James – the issue here with this is you're basing this [data] on your [MHEA] survey that is your survey that you sent out. I'm looking at this...has there been an issue with the policies as they are...has there been any input given. I don't see any issue with it.
- ~ Rhonda – there's two things, first I want to say that when I made the "always-never" statement that the Board doesn't take care of us [staff], I just want to back off of that because I do feel that...I like working here...and I don't want to go down that road. The other thing is I want us to get to a place where we're looking at trying...we're representing what people want, and when we [MHEA] say we've had one survey...you want the survey; if we say we've had several meetings like we've talked about...how we got the information and where we got...and the peoples voice that we're representing...and to discredit that is legalistic.
- ~ James – okay, so how do I know what this data reflects Rhonda? I mean honestly...
- ~ Rhonda – ...why does it have to be a data based decision? Data isn't numbers always...data is also what people want...what people work with...it does affect attitudes of our people you know.
- ~ James – data matters in the aspect that if you send a survey out and you get 50 responses, and 61% of those 50 responses say that [problem]...that still isn't representative of a majority of certificated professional employees...what I would recommend in the future is .....
- ~ Rich – ...I think that's pretty good...30% responded so...

- ~ Rhonda – ...plus we also had face-to-face meetings...we had building meetings...
- ~ Rich – ...I would like to call a caucus.
- ~ Rhonda – okay.

6. Caucus 5:00 p.m. to 5:19 p.m. (*Harry McCarty, IEA Representative, caucused alongside of the MHEA*)

7. \*\*\*NOTE: The recording device was not in recording mode for the first couple of minutes upon the start of discussion from the end of the caucus. The following is from the handwritten minutes.

8. MHEA returned from caucus and discussion continued.

- Rich – are you refusing to negotiate leave?
  - ~ James – I'm not refusing, just discussing.
  - ~ Rich – indeed.

9. James – the district is covering individual employee insurance from Regence in which premiums went from about \$400 to about \$450, which includes dental and VSP. Under the Affordable Care Act, everything you [staff] now spend medically goes towards your out-of-pocket maximum.

- Rich - and vision?
  - ~ James – yes, vision.

10. James – I would like to read aloud for the record the MHSD's offer to the MHEA.

- James – the MHSD is offering to add two days to certified professional employee contracts for the 2014-2015 school year. This would increase the certified professional employee contracts from 185-days to 187-days. This would be a salary increase for all certified professional employees of 1.0108%. The 2013-2014 salary schedule would be adjusted accordingly and become the salary schedule for 2014-2015.
  - ~ James – in addition, the MHSD is also offering to cover the insurance premium increase of \$219,250 dollars for the 2014-2015 school year.
  - ~ James – the rationale is that the MHSD Board of Trustees continues to make restoration of the 190-day contract for certified professional employees a priority. These additional two days show this continued financial commitment. In exchange for the two days added back to the contract, the District will require that certified professional employees participate in two additional days of professional development for the 2014-2015 school year.
  - ~ James – the MHSD Board of Trustees continues to show its financial commitment to the employees of the District by offering to cover the 11.9% insurance premium increase. The Board feels it is important that the increased premium cost for the 2014-2015 insurance year not be passed on to the employees. As insurance costs continue to skyrocket, many districts are opting to pass that increase on to its employees as there is no specific funding for employee insurance from the legislature. The MHSD Board of Trustees would like to show its appreciation to the staff by covering this significant cost for the 2014-2015 year.
- Rich – do you have the 2013-14 Calculated Corner *Salary Schedule* calculations?
  - ~ Cliff – no.
- Rich – what about 2015?
  - ~ Cliff – ...about \$26,544.
- Rich – so if I take off 1.0108%, I could calculate it?
  - ~ Cliff – maybe.
- Rosemary – we have to meet about this proposal.

11. James – I have a question Rosemary. In your leave proposal, what year was the language taken from?

- Rosemary – 2009-2010

12. James – Rosemary, do you believe that negotiations is a give and take?

- Rosemary – do you?
  - ~ James – I asked you, but yes, I do...do you believe that negotiations is a give and take?
  - ~ Rosemary – I do.
- James – Rosemary, in your proposal, what are you giving to the District?
  - ~ Rich – ...*(inaudible)*
  - ~ James – ...I'm asking Rosemary...
  - ~ Rosemary – we're giving protection.
  - ~ James – ...[what are you giving] to the District as an organization?
  - ~ Rich – *(interrupted and started to speak)*
  - ~ James – Rich, I'm asking Rosemary...
  - ~ Rhonda – ...*(interrupted and started to speak)*
  - ~ James – ...Rhonda, I'm not asking you, I'm asking Rosemary. Rosemary is your spokesperson...
  - ~ Rhonda – ...why can't I speak? Why... are we changing the rules...?
  - ~ James – I'm not changing the rules, I'm asking Rosemary; she's your spokesperson...
  - ~ Rich – ...caucus now!

13. *Recording device turned on at 5:24 p.m., for the duration of the negotiations meeting.*

14. *Caucus 5:24 p.m. to 5:30 p.m. (Harry McCarty, IEA Representative, caucused alongside of the MHEA)*

15. MHEA returned from caucus.

- Rosemary – I'm not interested in being cross examined, but if you [James] have questions regarding our proposal, we will answer those; otherwise, do you have a counter for either one of our proposals.
  - ~ James – I was asking you a direct question Rosemary...
  - ~ Rosemary – I understand that.
  - ~ James – I stated your name and I think it's fair for you to answer that question.
  - ~ Rich – anybody that's here can answer a question.
  - ~ James – if I'm asking and stating a person's name, I think it's a very fair argument to get a response from that individual, Rich.
  - ~ Rich – and she didn't have a response and somebody else can have a response

16. James – going back to your leave proposal, you stated that it's from the 2009-10 contract, correct?

- Rosemary – correct.
  - ~ James – you stated earlier that there were only some minor changes such as “wills” or “mays,” correct?
  - ~ Rich – if not, there are...*(inaudible)*...minor...*(inaudible)*...or at all.
  - ~ James – I'd like to read the 2009-10 Master Agreement on Association Leave... a maximum of 30-days per year shall be granted to the MHEA for Association business to be used by the president of the Association or its designee. Substitutes for the first seven (7) days will be paid by the District for those for the remaining twenty-three (23) days will be paid for by the Association.
  - ~ James – in your [MHEA] proposal it states a maximum of 20 days per year shall be granted to MHEA for Association business to be used by the president of the Association or his designee...substitutes for the first ten (10) days will be paid by the District...that's a substantial difference [District originally paying for 7-days to the proposal wording of the District will pay for 10-days]!

- James – on your Sick Leave Bank Policy or on Sick Leave in general, do you know Rosemary, does Sick Leave cover all employees including the classified staff?
  - ~ Rosemary – yes.
  - ~ James – are classified members of the Sick Leave Bank?
  - ~ Rosemary – yes, if they choose to be.
  - ~ James – do you know if administrators are members of the Sick Leave Bank?
  - ~ Rosemary – I believe if they join then, yes.
  - ~ James – do you negotiate for the classified individuals or the administrators?
  - ~ Rosemary – no.
  - ~ James – okay, thank you.

17. James – on your [MHEA] second proposal, the Teaching Conditions...

- James – do you view any of these as having potential cost to the District?
  - ~ Rich – that’s for you guys [Board] to figure out, but I think we’re all (inaudible).
  - ~ James – I’ll state my opinion, they do.

18. James – one other thing I want to provide for clarification...

- James – *handed out copies of Entitlement Funding* and stated that this is just for clarification purposes and it goes all the way back to 1995. This is the Entitlement funding just so you [MHEA] have a copy of it...and it goes all the way back to 1995. Just to show what has actually happened with Entitlement Funding...and absolutely, my statement from the first meeting was off...and it was not anything other than a misstatement by me.
  - ~ James – I just like to reiterate, and people often wonder what Entitlement Funding is used for by Districts [school districts]...and to give you the short answer, the big reason [use of Entitlement Funds] in most Districts is it pays for employee insurance. In this District, since the failure of the Plant Facility Levy, it’s taken on a different requirement, which are building repairs and maintenance; it pays for salary above the state reimbursement; it pays for FICA and PERSI on the salaries above the state reimbursement, in this District is about 28%; it pays for additional Special Education requirements above the federal funding; it pays for utilities; it pays for building budgets; it pays for all of our sports programs, student activities, and unreimbursed transportation...just to list a few. I wanted to add that so that when people hear Entitlement...it has a funny sound to it...like it’s something that we [school districts] are entitled to...it’s really what is known as Discretionary Funding.
  - ~ Terri – when you say 28% is that PERSI and FICA collectively?
  - ~ James – no the 28% is the salaries the District pays above what the state reimburses, but you have to pay the PERSI and FICA above on that 28%, because they only reimburse you [Districts] at their [state] rate.
- *Silence*
- Rich – I want to caucus...I’ve got to figure some (inaudible)

19. Caucus 5:35 p.m. to 5:40 p.m.

20. Rich – on the Association Leave, we [MHEA] would like to change the substitutes to the first 5-days paid by the District and the next 15-days to be paid by the Association, that roughly makes it...actually it’s going to be less than what it was before by 3%.

- James – (reviewed revisions)
  - ~ Rich – we wanted to drop the Association Leave, but we would...just...(inaudible)...so it wasn’t on purpose.

- ~ James – since this is a proposal that contains a monetary issue with it, like I stated in the last two meetings, do you [MHEA] have a suggestion or proposal on how you would like to pay for what you’re asking?
- ~ Rich – we would like some options to review.
- ~ James – one of the options would be to...
- ~ Rich – you can bring it back to us.
- ~ James - ...one of the options would be to address the insurance.

21. James – with the Teaching Conditions proposal, again, I would ask if you’re [MHEA] going to bring proposals to the table that have a cost, we [Board] need to identify how those are going to be paid for...

- Rich – I think that should be...as a group, we should figure that out. This is a collaborative group, I think we can all try to figure out the best way that might be able to work.
  - ~ James – we’ve got a fund balance for next year of \$5,000.
  - ~ Rich – that’s fine, it’s good to know we have something to work with.
  - ~ James – no, that’s the entire balance for the entire District for the year, so we will not be negotiating the \$5,000 fund balance.

22. James – since these proposals don’t have a proposal on how to pay for them, I’m going to reject both of those proposals [leaves and conditions].

- *Silence*
  - ~ Rich – just some clarification...so the Sick Leave one [proposal] and the first proposal of how we [MHEA’s proposal] are going to operate?
  - ~ James – that one [MHEA’s first proposal] was rejected at the beginning. I’m talking about your Sick and Oher Leaves and your proposal on the Teaching Conditions.
  - ~ Rich – okay.
- *Silence*

23. Rosemary – we propose May 19 for the next meeting...at 4:30 p.m.

- *Silence*
  - ~ James – that will work.
  - ~ Rosemary – should we do it here [MHJH Library]?
  - ~ James – sure.

24. Negotiations ended at 5:45 p.m.