

# Creswell School District / CEA Bargaining Session Notes

March 14, 2024

## Members Present:

CSD – Mike Johnson, Amy Aguero, Amy Halley, Julie Johansen, Mike Anderson

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

Note Taker- Breanna Manzone

Absent: Chanel Green, Scott Thompson

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CEA requested a caucus to start the meeting.

Teams started the meeting in caucus.

6:15pm- Meeting called to order.

Mike- Welcome, thank you for dinner.

Ashleigh- Welcome.

Mike- Minutes from last week's meeting, have we had a chance to review the minutes, any edits or additions?

Teams reviewed the minutes from the 3/07/2024 meeting.

Ashleigh- The CEA approves the minutes.

Mike- The district approves the minutes. Any clarifying questions from the CEA on our proposal's?

Ashleigh- No, any clarifying questions on our Articles?

Mike- No.

Ashleigh- We would like to review [Article 6. Item New I.6.](#) the CEA previously withdrew this item, we heard and trusted the statement that was made to us regarding this is particular about policies being in place and that it's already happening. It has been brought to our attention from multiple staff members that the current district procedures and policies in place are not being followed therefore [we would like to reopen this item for discussion.](#)

Mike- We would like to go back to Article 12. In Article 12 there were a number of proposals and edits made. I have made my own edits and prepared that for you. We would like to TA Article 12. C.1. and C.2.

Ashleigh- To clarify, you are rejecting the district shall seek volunteers before an involuntary transfer, Article 12. C.2.

Mike- Yes.

Ashleigh- Generally speaking Admin will send out an email request to employees to see if staff are interested in transferring.

Mike- For grade level changes we would put it out for a volunteer, if we do not receive one we would then have to evaluate for who would be the best fit staff member for the placement needed.

Ashleigh- The CEA agrees to TA these items. Article 12 C.1, C.2 and New C.3. **The CEA will withdraw their language under this proposal, "seek volunteers before an involuntary transfer is made".....Kori's draft Article 12.**

**Team T/Aed this item. Article 12. C.1., C.2., C.3.**

Ashleigh- Mike, may I get a copy of the document you have?

Kori- Can we go back to Article 12 A.3. The language on this item that was previously T/Aed.

Mike- So you would like to add language to include transfers and assignments?

Kori- Yes, it seems as if it is the same amount of work and the way it is currently worded I would not receive compensation if transferred between buildings.

Mike- Or transfer to another building.

Kori- Correct, so that it applies to all situations.

**Team T/Aed this item. Article 12. A.3. Addition of language to include all assignment changes and transfers.**

Ashleigh- Is the district still looking at Article 12. B.1. B.2. and B.4.?

Mike- No, the district has responded to those items. With the teams permission I will go make copies of the T/Aed document Article 12?

Ashleigh- Yes.

Mike stepped out to make copies of the requested document with agreement of the CEA.

Ashleigh- Back to us.

Mike- Yes, back to you.

Bethany- I am going to talk about Article 6 New L. Staff have reached out to express their need to have an experienced teacher assigned to them to help them along the way. We feel that this benefits our students, as it would show our new teachers how to split out in small groups, behavior management, lesson planning, etc. The burden currently falls on teachers to give up their prep time or their personal time to assist these new teachers. Administrators do not always have time to assist all these new teachers on a daily basis.

Ashleigh- I think also, the CEA and OEA implemented something similar where they funded their own program. They received positive feedback. It is overwhelming to new teachers and for new teachers in the district, even if they are seasoned teachers. It is intimidating to reach out to your Administrator to ask a question daily; when it is a question you could easily ask a mentor teacher.

Bethany- A few years ago, I was assigned to teach a period a day at the high school. I had never had to take attendance or do grades in TAC before. I did not have anyone to go to, so I had to sit with another teacher so that they could show me, that teacher had to take the time out of their prep to do that for me.

Ashleigh- Going into a new district is a lot, it would be a huge benefit coming in to know that this is in place as a new teacher. Therefore, this is a big one for us.

Kori- The feedback I have heard, the teachers feel bad asking teachers for help. They would feel less bad if they knew the teacher was receiving compensation for their time.

Ashleigh- One mentor could work with multiple teachers. It is just about having a support in place for our new teachers.

Mike- I have looked across the county for models, there are not many. I do have some examples that I am reviewing. It is a big one and we would be at the forefront for our county.

Ashleigh- 67 teachers.

Mike- We have 76 certified staff. I hear what you are saying; there is a cost to it, with a benefit for our new staff. Thank you Bethany.

Ashleigh- I believe we provided some sample language on this as well a couple of weeks ago as well.

Mike- We would like to come back to Article 17. B.7. Remove the Sick Leave Bonus. We do not want to encourage staff not to use Sick Leave when they should.

Ashleigh- Do you have data on how many sick days are left over at the end of each year? Do you have data on how many people accessed that each year?

Mike- So how many actually received that last year? I can get that for you.

Ashleigh- Yes that would be helpful for us to know if it is being used.

Mike- Since COVID, the Safety plans have changed. We just want our staff to stay healthy; we do not want to discourage anyone from staying home if they are sick, that is all.

Kori- Budgeted last year it was \$8,000. The year before \$18,000, \$39,000.

Ashleigh- We can caucus now and discuss this now if you would like?

Mike- That is on you to decide.

Kori- We would also like to talk about Appendix B. Extra Duty Salaries.

Bethany- Handed out the CEA's proposed updates to the extra duty salaries.

Kori- We would like to propose new positions to be added to the Extra Duty Salary Schedules, we asked for data from staff. The reason to include in contract or shift placement in the contract is coming directly from the staff member who is currently fulfilling these duties.

Mike- Curriculum Committee Extra Duty-I thought what we agreed to do, was to strike it because it was already listed in the contract and compensated.

Bethany- We are proposing it to be at the teacher's per diem rate. Currently it states \$300 per day.

Mike- Okay. 504, TAG.....Etc. New items to be added where are you proposing to be placed on the schedule? As there is a cost.

Bethany- That could be discussed, negotiated.

Mike- Back to us?

Ashleigh- Yes sir.

Mike- In our last meeting we talked about association rights and leave days under Article 5. I. We made a counter proposal, so here is our proposal for that. Handed printout to Ashleigh. We are proposing to move that to 10 days.

Ashleigh- We would like to call a caucus to discuss. Can we do 20 minutes? If we need more time we will text you?

Mike- That works.

Teams adjourned for caucus.

Teams reconvened at 7:20pm.

Ashleigh- The CEA would like to agree to the district's proposal Strike Article 17. B. 7. a.b.c. Sick Leave Bonus.

**Team T/Aed this item. Article 17. B. 7.a.b.c. Strike language. Sick Leave Bonus.**

Ashleigh- We have a counter for you if you would like to hear it or we can wait?

Mike- Sure.

Bethany- Handed out, Article 5.

Ashleigh- Article 5. I. The district proposed 10 days, the cost of substitute plus fixed charges shall be paid by the association and shall be requested at least five days in advance of the project. Our counter is the first 10 days are to be paid by the district; 8 days are paid by the CEA. We do not agree to, shall be requested at least five workdays in advance.

Mike- I will take a look at that after you write it up.

Ashleigh- Okay.

Kori- I would like to review the handout we have provided. We have a list of local associations and the list of days that they provide in relation to the number of members that they have. Lowell provides 10 days, district pays up to 5 days and serves 25 members. We feel it is reasonable to request that the district pays for more days as we serve more members.

Mike- We would like to go to Article 6. New N. C. Initially the district rejected this; we discussed it. We can agree to this if we **strike out "or allow students to record"** as the district does not allow students to record.

Ashleigh- To clarify, the sentence would read, "The district shall not record classroom activities without prior written notice to the professional educator being recorded."

Patrick- Can I ask a clarifying question about that, it sounds like regardless of the origin of the recording the teacher would have the right to review the recording before being asked to respond.

Mike- Yes, If the teacher is the subject of the recording the teacher would have the right to review it.

Ashleigh- We accept to strike “or allow students to”, the remainder of C will stay.

**Team T/Aed this item. Article 6. New N. C. Strike, “or allow students to record” from original proposal.**

Ashleigh- Article 5. I. Read rough draft of the language. We did take out the cost of additional sub pay. Taking out the Sick Leave bonus saves the district roughly \$8,000 on average.

Mike- May I have a copy of that.

Ashleigh- I can type it and send you a copy if you would like?

Mike- Yes.

Bethany- We would like to look at Article 17. E. 1. Add two days of additional personal days. We have discussed this item already on 2/15 but would like to address this again.

Mike- The district is going to reject this item, Article 17. E.1. We are one of the few districts that provides Emergency Leave. This comes down to compensation and we would like to focus on Salaries.

Ashleigh- It is back to you.

Mike- Article 11. A. 2. Add a full eight hour teacher-directed workday after winter break. We had a discussion a couple years ago and we did add it to the calendar. We would like to propose a 3.5-hour Teacher directed time and 3.5-hour Admin directed time and 1-hour lunch. This was the first year that we had it, but it was a district day.

Ashleigh- This is something we would like to discuss, we can bring it back at our next meeting. Our next questions would be Article 11. A.1. Increase paid Holidays from five to seven. Has the district made any movement on this.

Mike- I have done some research on this, I found that most districts do not provide two paid holidays around Thanksgiving. The 190-day work calendars had five paid holidays. The district is going to reject this item, Article 11. A.1. Article 16 A. Add Longevity Bonus, any employee who has been on column 10 shall receive a recognition bonus each June thereafter. The district rejects the CEA’s proposal on Article 16 A. Modify the number of steps down to 15.

Ashleigh- Okay, we will consider that. The next thing we would like to discuss is Article 16. 4.D. The district proposed the employees are paid their per diem rate of pay. The CEA accepts the proposal.

**Team T/Aed this item. Article 16 4.d.**

Mike- On Article 16. Insurance CEA proposed to have Insurance separated to a separate article. We will accept the CEA’s proposal.

**Team T/Aed this item. Article 16 B.**

Mike- Insurance is done now.

Ashleigh- No, we proposed increase monthly opt-out stipend.

Mike- Okay.

Ashleigh- We do not have anything else at this time to discuss. Would we like to discuss additional meetings?

Mike- May I propose one more item.

Ashleigh- Sure.

Mike- On Article 17. B.1. Front load sick days. If we add, "school work year" to the language we can TA that item. Is that acceptable?

Ashleigh- Yes, we will TA that.

**Team T/Aed this item. Article 17 B.1.**

Ashleigh- While we are on this Article the CEA's proposal on B. 6. The district previously rejected removing the limit of sick leave days that the district will transfer in. While there is an Oregon law in place that does not limit what the district will bring in.

Mike- The district will not go outside what the law states. You mentioned discussing future meetings. We have a meeting scheduled for 3/21/24. The CEA has proposed 4/11/24; April is a challenging month for the district with the bond and budget prep. We propose no meetings in April. Then come back and meet on 5/16/24 after the March 21 meeting.

Ashleigh- I will be out on leave for some time. I am hoping to be back by May 16, but will be in touch.

Meeting adjourned at 7:56pm.

## Meeting Summary:

### Article 1 – Recognition

#### Article 3 – Labor Management Committee (Completed 2-29-24)

### Article 5 – Association Rights

### Article 6 – Employee Rights

- CEA Proposal 2-08-04 under Article 6. Item New I.6. CEA reopens item previously withdrawn on 2-29-24.
- Team T/Aed CEA Proposal 2-08-24 under Article 6. New N. C.
  - Add Language, *“The District shall not record classroom activities without prior written notice to the professional educator being recorded. The district shall not use any electronic device to listen to classroom activities or private conversations in the classroom.....”*
  - *District rejected language, “or allow students to record.” CEA agreed to withdraw language from original proposal.*

### Article 10 – Layoff and Recall

### Article 11 – Work Load

- CEA Proposal 2-08-24 under Article 11. A.1. The district rejects this item proposed by the CEA.

### Article 12 – Assignments/Vacancies/Transfers

- Team T/Aed CEA Proposal 3-14-24 under Article 12. A.3.
  - Add language, *“or transfer to another building”.*
  - Language will read, *“In the event an employee is required by the principal or district to move to another assignment or classroom within the same building or transfer to another building the employee....”.*
- Team T/Aed CEA Proposal 2-08-24 under Article 12. C.1., C.2., C.3.
  - Language shall read,  
C. Transfers and Assignment Changes.
    1. *“Transfer” is defined to include a change from a bargaining unit member’s current assignment to fill a vacancy in a different building. “Assignment change” is defined to include a change from a bargaining unit member’s current assignment to fill a vacancy within the same building.*
    2. *Voluntary.*  
*Any Employee desiring to make a transfer to a different building or assignment change in grade, class, subject, room, or activity assignment must submit a written request to the Administration Building. The request should be made prior to May 1, in order to allow reasonable consideration for such transfer or assignment change to be effective the following year.*
    3. *Involuntary.*  
*Involuntary transfers/assignment changes are those in which an employee is transferred/reassigned at the initiation of the district.*

*In the event that a change in grade, class, activity, and/or subject assignment, building assignment, or room assignment is proposed, the employees affected shall be notified promptly, in writing, of the reasons for the transfer/assignment change and, upon the request of an employee, the changes will be reviewed promptly by the Superintendent and the employee.*

- *CEA withdrew language under Article 12. C.3. "The district shall seek volunteers before an involuntary transfer/assignment change."*

#### **Article 16 – Compensation**

- **CEA Proposal 2-08-24 under Article 16. A. The district rejects this item proposed by the CEA.**
- Team T/Aed District proposal 2-08-24 under Article 16 A. 4.d.
  - *Language will read as, "Any employee who agrees to use their prep period to cover for another employee will be paid at the employees' per diem rate of pay."*
- Team T/Aed CEA proposal 2-08-24 under Article 16 B.
  - Separate Insurance into separate article.

#### **Article 17 – Paid Leaves**

- Team T/Aed CEA Proposal 2-08-24 under Article 17 B.1.
  - *Add Language, "Front load all 10 sick leave days making them available by the first day of the school work year."*
- Team T/Aed District Proposal 2-08-24 under Article 17. B. 7. a. b. c.
  - Strike Section. Sick Leave Bonus.
- **CEA Proposal 2-08-24 under Article 17. E.1. The district rejects this item proposed by the CEA.**

#### **Appendix B Extra Duty Salaries**

#### **Appendix C Grievance Form**