

BOARD NEGOTIATION COUNCIL MEETING MINUTES  
WEDNESDAY, JANUARY 20, 2021  
REMOTE PARTICIPATION VIA GOOGLE MEET

BNC members present: Sue Hamlyn-Prescott, Bill Sander, Chasity Fagnant, Katie Orost, Mark Nielsen

Support staff present: Allen Cook, Carol-Lyn Willean, Patrick LaClair, Eric Hutchins, Erin Carr, Gail Whitten, James Chartrand, Katlin Bartell, Paul Legris

Others present: Charleen McFarlane, Deb Clark, Catherine Gallagher

S. Hamlyn-Prescott called the meeting to order at 5:32.

B. Sander moved to go into executive session to discuss teacher and support staff contract negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting D. Clark, C. Gallagher, C. McFarlane and D. Griffiths to remain, the motion was seconded and passed and the BNC entered executive session at 5:32.

K. Orost joined the meeting at 5:36.

The BNC consented out of executive session at 6:00 and teachers joined the BNC. Due to technical difficulties S. Hamlyn-Prescott was not able to connect to the open session meeting until 6:08.

S. Hamlyn-Prescott said the BNC is looking for just a one-year contract based on the continued uncertainty with all that is going on with Covid and schools, the new federal administration and some new people in state administration.

Patrick said the BNC's proposal for duration had some unusual phrasing that confused him as to whether it was for a single year, two years, or one year with an option for a second year.

S. Hamlyn-Prescott said it was meant to just be a one year contract.

P. LaClair said the puzzling part was: "Said Agreement shall automatically renew and continue in full force for one more year, through June 30, 2023 unless either the Board or the Association give written notice to the other party on or before November 1, 2021 of a desire to negotiate a new successor Agreement to be effective on July 1, 2022." That is not existing language in terms of duration.

S. Hamlyn-Prescott said the BNC can discuss that piece. But based on fiscal uncertainties the BNC is only putting forward a one-year contract.

P. LaClair said in thinking about our salary goals the teacher association believes very strongly in step removal. The BNC's proposed salary plan includes a step being removed. He thinks it could be beneficial for both groups to be thinking about engaging in longer term planning regarding step reduction. That is the main reason the association put forth a proposal for a multi-year contract.

S. Hamlyn-Prescott said the BNC is aware of what the association is saying. In the proposal the BNC put forward, the BNC was taking into account that the association has been saying that it is

important to raise the base. The BNC proposal significantly did that, by 6%. Then we are moving people so no one would make less than \$1170. We were taking into account what we had heard in the last round of negotiations and putting it within something we could work with in a one-year contract. The BNC cannot see going with more than one year.

P. LaClair said the teacher team has felt heard in terms of their requests for tending to the base and removing steps. He thanked the BNC for recognizing those priorities. He asked if S. Hamlyn-Prescott could walk through how the BNC arrived at that particular proposal.

S. Hamlyn-Prescott said we had been working towards moving up the base. We looked at surrounding areas to come up with an increase to the base that was competitive. D. Clark said this is the method Burlington used to accomplish the same thing.

P. LaClair asked if repositioning so teachers will not receive an increase of less than \$1170 will necessitate teachers being moved back steps so at minimum they will receive \$1170. It's not the BNC's intention that everyone will receive the increase to the base? It seems a little ambiguous in language.

S. Hamlyn-Prescott said no one would receive less than \$1170. Some would receive the higher amount. We have repositioned teachers for contracts in the past. The step they are on has already been disconnected from the number of years they have been working.

P. LaClair said he believes that is true. He is currently 5 years off of his years of experience and he thinks teachers with more tenure in the district are even further off, in some cases maybe up to 8 years. A concern of the teachers with repositioning is that although years of experience and step placement are disjointed, they are not interested in exacerbating that problem and having a further gap between step and number of years of experience.

S. Hamlyn-Prescott said the BNC doesn't have a salary proposal from teachers to have more conversation about this. The intent was to raise the base and start to have fewer steps. This was what they used in Burlington to reduce the number of steps. When someone looks at the salary schedule they should not be thinking it has any connection to number of years.

P. LaClair said that idea is established among the teacher team. They work to encourage other teachers to understand that there is that disjuncture and it exists in other districts. A priority is to make sure it is not much greater than in other districts. Right now it is significant. The downside of that is that a teacher who has a number of years here might be placed significantly farther back on the scale. If they move to another district they are often placed on a higher step. That can increase the potential pay disparity with neighboring districts. It is a concern of the association, one of many concerns they will be working to balance.

S. Hamlyn-Prescott said until we see the teachers' proposal there is nothing more to discuss regarding salary, unless the teachers have one to share tonight. P. LaClair said not at this point. After reviewing proposals they will likely plan on caucusing and coming back with an idea of how we might go forward, but not a plan.

S. Hamlyn-Prescott said the BNC is proposing removing outdated language around healthcare as now we have the state commissioner's healthcare plan.

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P. LaClair asked if he is correct that the same language was sunsetted in the support staff agreement. S. Hamlyn-Prescott said yes.

S. Hamlyn-Prescott said she was hoping P. LaClair could go into further detail on proposal #2 from the association. As we have noted in prior contract negotiations, we have a very generous tuition reimbursement. You won't find that at other schools.

P. LaClair said teachers are increasingly turning to professional learning, earning master's degrees and beyond and in some cases doing it through accelerated programs or bringing existing credits when they first become employed. It occasionally happens (and it happened this year) that a teacher completes a master's degree before they have been on B30. The instances normally involve our most motivated teachers, often our younger teachers who are applying their learning with extreme zeal. It seems a shame that we cannot recognize them fully for making such an accomplishment and that someone who perhaps completed the same program the same year could apply for a job at Lamoille North and immediately get placed in the master's column where our teacher has to wait before moving over.

S. Hamlyn-Prescott asked she could ask C. McFarlane to speak. P. LaClair said yes. S. Hamlyn-Prescott asked C. McFarlane to speak about how during the whole process teachers have a chance to rectify it. C. McFarlane said there are stipulations in the master agreement that for every 15 credits a teacher can request a horizontal move. Some have not done that and then want to move multiple columns when they get a master's. She is not sure she understands about accelerated programs. We allow 9 credits so they couldn't get 15 every year with what the district allows. They could reach the 15 credit total partway through a year.

P. LaClair said he is aware that is baked in, but the idea that motivates him is that if a person completes a degree and applies at another school their credits will immediately be recognized there. Meanwhile we are taking 2 years to recognize them. If they have a master's they should be in the master's column.

S. Hamlyn-Prescott said the BNC was looking for examples related to the association's proposal #3. It was hard to read and understand how it would actually work.

P. LaClair said this proposal came out of discussions primarily with elementary teachers on the team who in looking at this section found discrepancies related to parent-teacher conferences. Their conferences are different lengths at different times of day. A professional development day may not always be the tradeoff for elementary teachers. The language is muddled and applied differently in different schools. Their proposal is primarily an attempt to clean up that language by making the exchange of professional development time and parent-teacher conference time much clearer.

S. Hamlyn-Prescott asked if the teachers have some specific examples. P. LaClair asked if G. Whitten or E. Carr could give examples they have seen.

G. Whitten said Eden and Hyde Park teachers felt their principals were interpreting it differently. E. Carr said she thinks there was confusion. Elementary schools usually do 7.5 hours of parent-teacher conferences, usually in the evening because that is when parents can come. Teachers put in basically a full day's work in the evenings for parent-teacher conferences. Most people have to read and re-read the language in the contract to understand the tradeoffs for early release days. It is somewhat up to interpretation. They wanted to make it clear that if a teacher did 7.5 hours in the evening they would have one full in-service day or 2 half days off because of the time they put in for parent-teacher conferences.

P. LaClair said there seems to be confusion about how the language is applied and teachers think we can improve it. They seek to clarify rather than significantly change that section.

S. Hamlyn-Prescott said her understanding is that the half day is one of the 175 student days and early release days are professional development. P. LaClair said he not certain but he believes that to be the case. He doesn't know if C. Gallagher or C. McFarlane could clarify that. Aren't our half days banked as both student days and professional development days? Charleen said it has been done a little differently in some schools. She believes the intent is that if there is an early release day it is counted as one of the student days.

P. LaClair said they are not proposing a departure from the language they propose striking. Their intention is more to norm the interpretation of early release days.

S. Hamlyn-Prescott said the BNC will have to go back and look at that. It is still not quite clear. She believes there is still is a work group going on including administrators. Could this possibly be looked at by that work group?

P. LaClair said at this point the work group is still working but the scope of the work group seems good right now. He would not want to add in an additional element. The goal is making the language more clear.

S. Hamlyn-Prescott said she thinks the BNC will have to look at it in more detail because it is not clear. Her understanding is that early release days are for district-wide curriculum development working groups. We want to make sure that district-wide work around curriculum is not changing and the days allotted for that work remain intact. The BNC is not clear around the language and how it affects those days.

P. LaClair said he understands that concern. He suggested that C. McFarlane summarize where the work group is. C. McFarlane said there has been great progress and collaboration with the work group. On the last day the group met some people were not there. Principals agreed to a good portion of the concepts the work group came up with but there was disagreement with some of them because they hadn't all been there. C. McFarlane shared the differences with P. LaClair and they are waiting to see what the next steps are.

P. LaClair said the ultimate intent of the work group is to have a document with recommendations for prep time and extra duty contracts. It will be up to us as teams to put those recommendations into proposal language.

S. Hamlyn-Prescott asked if the association will be bringing the BNC anything further to work on tonight. P. LaClair said they will plan on bringing back more concrete thoughts but not a salary proposal. He asked if the BNC will be able to discuss the horizontal movement proposal. S. Hamlyn-Prescott said the BNC will speak about it. She is not sure the BNC will have any specific response tonight.

It was agreed that both sides would caucus until 7:00.

K. Orost moved to go into executive session to discuss teacher and support staff contract negotiations because premature general public knowledge would clearly place the school board at a substantial disadvantage, inviting D. Clark, C. Gallagher, C. McFarlane and D. Griffiths to remain, M. Nielsen seconded, the motion was passed and the BNC entered executive session at 6:44. The BNC consented out of executive session at 7:00.

Teachers and BNC resumed the open session meeting at 7:09.

S. Hamlyn-Prescott said the language the BNC put forward for contract duration is the same language we have had in all our contracts. It indicates the contract automatically renews if the BNC or the teacher group does not contact the other group by November 1. C. McFarlane has always been very aware of that and makes sure the BNC contacts the teachers before the deadline.

P. LaClair said the teachers will think about that. It does seem that is a slight change in language. Is the motivation to make sure that if we accidentally fail to contact each other we will still be under an agreement?

S. Hamlyn-Prescott said that is right. It ensures that there will be a contract in place so there is no time when we wouldn't be under a contract.

Patrick said the teachers will discuss it further. His thought is that a one-year contract slightly complexifies things when it comes to the salary idea. He wouldn't want to be in a place where the contract defaulted to one year without a negotiation process. He doesn't see that happening but it is still a concern. They will come back around to contract duration as they put together a salary plan. They feel the BNC has put forward a foundation that provides some opportunities for them to build off of it in a counter proposal they will make. They aim to make their proposal long enough before the next meeting that the BNC will have time to talk about it. In doing so they are going to aim to remove steps and to keep building up the base while also seeing step movement. Those 3 things are all priorities. Doing them together is something they think is best to think about in a multi-year timeframe. They will be thinking in that timeframe to give the BNC an idea of how they see their priorities playing out.

P. LaClair said it is the teachers' desire to clarify the language regarding parent-teacher conferences. Maybe clarification could be supported by people like C. McFarlane who are involved in interpreting the language. They suggest talking over the parent-teacher conference proposal with C. McFarlane and others to see if they have an idea of how it can be the most clear.

S. Hamlyn-Prescott said the BNC feels this would be good work for the current work group. That work group is the perfect mix of people that would be able to give perspective on both sides. The BNC is proposing that piece go to the work group.

P. LaClair said that is not necessarily out of the question but that may mean bringing people back to the table who have already left. He suggested having conversations in between this meeting and the next with the team, C. McFarlane and C. Gallagher about the best path forward with that. It would be something the teacher team would want to talk about more before committing to that process.

P. LaClair said the BNC proposal to strike healthcare language seems pro forma. The teachers are in agreement on that.

S. Hamlyn-Prescott asked, is there any reason that a person wouldn't apply every time they receive 15 credits year to year? There is language in the contract that allows them to apply every year. The BNC is seeing that the language is pretty clear around the ability to do that as well as reaching out to the HR department whenever there is a question.

P. LaClair said the contract has moves spaced at 15 credits, which assumes a master's program would require 45 credits. However, that is often not the case. When he did his master's, 39 credits were required. Depending on if a teacher is paying for credits out of pocket in addition to those available in the contract, final elements of the master's may be accelerated, especially if there is a practicum, capstone project, thesis or dissertation. It might mean people are moving along quickly. They might notify properly at B15 and over the course of one year they may go from having a bachelor's plus 28 credits to having a master's. They could notify about a horizontal move at 30 credits but they would already have exceeded that and have a master's. It is not in their minds that people are not doing due diligence and communicating, it is that people are getting through their coursework with a certain vigor and dedication that leads to outstripping the progression outlined in the contract.

S. Hamlyn-Prescott said the BNC will have to discuss this further.

C. McFarlane suggested February 18 as a possible next meeting date. It was agreed that she will email with the teacher group about dates that work best and then confirm a date.

The BNC agreed to schedule a meeting to discuss the association's next proposal if it is received before the next meeting with teachers.

K. Orost moved to adjourn at 7:25, B. Sander seconded and the motion was passed.

*Minutes submitted by Donna Griffiths*