

## Norwich School District

### Negotiations Meeting Minutes 9/28 4:00 pm – Marion Cross Library

In attendance: Ania White, Allison Litten, Ginny Moore, Rick Newton, Jamie Teague, Tom Candon, Neil Odell

The School Board and the Norwich Education Association exchanged proposed ground rules.

See attachments:

NTA Proposal: Norwich Education Association - Teachers, Proposed Groundrules for Negotiations

Board Proposal: Proposed Ground Rules for Negotiations

The School Board highlighted the potential challenges of securing an agreement by mid-October, 2017 (a deadline for offering health insurance open enrollment in the district) and a desire to keep the negotiations process moving forward.

The School Board also explained the requirements of the Vermont Open Meeting law and the likelihood that some bargaining sessions will occur in open session.

Both sides discussed aspects of the respective documents and came to a tentative agreement on a set of guidelines with the exception of items 13, 14 & 16. See attached "Ground Rules for the 2016 Negotiation between the NTA and Norwich School Board"

Both sides tentatively agreed to the following meeting dates:

Tuesday, October 11 @ 5:30 pm

Tuesday, November 1 @ 5:30 pm

Monday, November 21 @ 4:30 pm

Thursday, December 8<sup>th</sup> @ 5 pm

All meetings will be held in the Library Conference Room at Marion Cross School

Meeting adjourned at 5:52pm

## Norwich Education Association - Teachers

### Proposed Ground Rules for Negotiations

1. The initial proposal exchange shall be by mutual exchange - that is, the parties shall hand their initial proposal to the other party simultaneously.
2. No new proposals shall be introduced after the third meeting. This does not include counter proposals to existing proposals.
3. Each contract article shall be signed and dated by the chief negotiators of both sides as it is agreed to, subject to final ratification of the contract.
4. Each session will be 1.5 hours long. The parties may shorten or lengthen any session by mutual agreement.
5. Each side shall have caucus rights.
6. Each side may use consultants at the table as they deem it necessary.
7. Both parties will come to bargaining sessions prepared and ready to begin at the designated time.
8. There shall be no press releases by either party unless or until impasse has been declared.
9. It is understood by both parties that, should the composition of the bargaining team(s) change during the course of negotiations, all items tentatively agreed to (signed and dated) shall remain agreed to.
10. The time, date, and agenda of future meetings will be set at the end of each of bargaining session.

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Norwich Education Association Spokesperson

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Date

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Norwich School Board Spokesperson

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Date

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**Proposed Ground Rules for Negotiations**

1. There will be one spokesperson for each negotiating team to be named by that team. The NTA spokesperson will be \_\_\_\_\_. The Norwich Board spokesperson will be \_\_\_\_\_. Although conversation among negotiators may take place informally during negotiations, the spokesperson will state official positions.
2. In order to minimize the potential disruption of the educational process for the District's students, the parties agree to proceed with the bargaining process with dispatch, making every effort to reach a settlement prior to the expiration of the current Agreement.
3. In accordance with 1 VSA 313(a)(1), the Board reserves the right to conduct negotiations in public session. All negotiations meetings will be publicly warned.
4. To be formally considered for discussions between parties, all proposals must be in writing.
5. All changes in language should be presented in comparison format with previous language shown as well as newly proposed language.
6. No new items will be proposed after the first negotiations meeting.
7. In the event the tentative agreement is not approved by both the Norwich School Board and the NTA, the School Board and the NTA will resume negotiations. If the parties resume negotiations, all provisions of the tentative agreement shall be subject to renegotiation. Nothing in the negotiations process is finally settled until everything is settled.
8. The Board's negotiating team and the NTA's negotiation team shall have the right to caucus at any time to discuss proposals. Caucuses will be as short as possible out of respect to the amount of time each side is spending.
9. Four meetings are scheduled for the following dates/times:
  - 1) \_\_\_\_\_
  - 2) \_\_\_\_\_
  - 3) \_\_\_\_\_
  - 4) \_\_\_\_\_
10. In the event the parties are unable to reach agreement on all items before them after four meetings or by November 15, 2016 (whichever comes first), they shall be deemed to have reached impasse in the contract talks. Nothing shall prevent either party from declaring impasse prior to that date, however.
11. The parties agree to forgo mediation prior to fact-finding, but instead will schedule a mediated fact-finding hearing no later than February 1, 2017.
12. In order to facilitate this timeline, the parties will seek to mutually agree in advance upon a potential fact-finder by exchanging the names of three (3) fact-finders acceptable to each party prior to November 15, 2016.
13. If impasse is declared, and if the parties have yet to agree upon a mutually acceptable fact-finder, the parties will, within five business days, request in writing that the American Arbitration Association

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designate a fact-finder in an expedited manner, who is able to conduct a fact-finding hearing on or before February 1, 2017, and who was not found on the original list of fact-finders exchanged by both parties during earlier selection discussions.

14. Press releases will be decided upon jointly. Joint communications to media will be issued by \_\_\_\_\_ and \_\_\_\_\_. There will be no unilateral press releases, unless at such time we come to an impasse, at which time the other party will be informed prior to any press release.

Signed in Agreement:

\_\_\_\_\_  
For the Norwich Teachers Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Norwich School Board

\_\_\_\_\_  
Date

## **Ground Rules for the 2016 Negotiation between the NTA and Norwich School Board**

1. There will be one spokesperson for each negotiating team to be named by that team. The NTA spokesperson will be \_\_\_\_\_. The Norwich Board spokesperson will be \_\_\_\_\_. Although conversation among negotiators may take place informally during negotiations, the spokesperson will state official positions.
2. In order to minimize the potential disruption of the educational process for the District's students, the parties agree to proceed with the bargaining process with dispatch, making every effort to reach a settlement prior to the expiration of the current Agreement. Both parties will come to bargaining sessions prepared and ready to begin at the designated time.
3. In accordance with 1 VSA 313(a)(1), the Board reserves the right to conduct negotiations in public session. All negotiations meetings will be publicly warned.
4. To be formally considered for discussions between parties, all proposals must be in writing.
5. The initial proposal exchange shall be by mutual exchange – that is, the parties shall hand their initial proposal to the other party simultaneously.
6. All changes in language should be presented in comparison format with previous language shown, as well as newly proposed language.
7. No new items will be proposed after the second negotiations meeting.
8. Each contract article shall be signed and dated by the chief negotiators of both sides as it is agreed to, subject to final ratification of the contract.
9. Each side may use consultants at the table as they deem it necessary, but must provide the other side with 24 hours' notice.
10. In the event the tentative agreement is not approved by both the members of the Norwich School Board and the members of the NTA, the School Board and the NTA will resume negotiations. If the parties resume negotiations, all provisions of the tentative agreement shall be subject to renegotiation. Nothing in the negotiations process is finally settled until everything is settled.
11. The Board's negotiating team and the NTA's negotiation team shall have the right to caucus at any time to discuss proposals. Caucuses will be as short as possible out of respect to the amount of time each side is spending.
12. Four meetings are scheduled for the following dates/times:
  - 1) Tuesday, October 11th at 5:30pm
  - 2) Tuesday, November 1st at 5:30pm
  - 3) Monday, November 21st at 4:30pm
  - 4) Thursday, December 8th at 5pm

Each session will be 1.5 hours long. The parties may shorten or lengthen any session, or number of meetings, by mutual agreement.

13. In the event the parties are unable to reach agreement on all items before December 16, 2016, they shall be deemed to have reached impasse in the contract talks.
14. The parties agree to schedule a mediated fact-finding hearing no later than February 1, 2017.
15. In order to facilitate this timeline, the parties will seek to mutually agree in advance upon a potential mediator/fact-finder by exchanging the names of three (3) mediator/fact-finders acceptable to each party prior to December 16, 2016.
16. If impasse is declared, and if the parties have yet to agree upon a mutually acceptable mediator/fact-finder, the parties will, within five (5) business days, request in writing that the American Arbitration Association designate a mediator/fact-finder in an expedited manner, who is able to conduct a fact-finding hearing on or before February 1, 2017, and who was not found on the original list of fact-finders exchanged by both parties during earlier selection discussions.
17. Press releases will be decided upon jointly. Joint communications to media will be issued by \_\_\_\_\_ and \_\_\_\_\_. There will be no unilateral press releases, unless at such time we come to an impasse, at which time the other party will be informed prior to any press release.

**Signed in Agreement:**

\_\_\_\_\_  
For the Norwich Teachers Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
For the Norwich School Board

\_\_\_\_\_  
Date