BOARD OF EDUCATION

A special meeting was held on July 10, 2006 in the Library Media Center, in the Cherry Valley-Springfield Central School Building.

Members Present:
Ellen Johnson, President
Steve Schneider, Vice President
Donald Drake
Kathleen Taylor

Members Absent:
Peter Freehafer
Chris Graham
Frank McGrath

Others Present:
Nicholas J. Savin, Superintendent
Victoria Gaughan, Business Official

Laura Carson, District Clerk

Meeting called to order at 4:00 PM by President, Ellen Johnson.

President Johnson led the board in the Pledge of Allegiance.

Motion made by S. Schneider, seconded by D. Drake.
Whereas, the Cherry Valley-Springfield Teachers' Association (CVSTA) filed a grievance on March 15, 2006 alleging that the District violated the collective bargaining agreement by not consistently dismissing elementary students at 2:40 pm; and
Whereas, the CVSTA requested a Stage 3 hearing before the Board of Education (BOE) in a letter dated April 5, 2006; and
Whereas, the BOE conducted a hearing on this grievance on June 15, 2006; and
Whereas, the CVSTA and the BOE agreed in writing to extend the time period for a Board decision until July 12, 2006; and
Whereas, the BOE has carefully considered the grievance record and the testimony and information offered by the CVSTA;
Now therefore be it resolved that the BOE does hereby deny this grievance, and directs the BOE president to send a letter to the CVSTA grievance chair stating the following:
"Mrs. Cathy Croston"
Grievance Chair
"Dear Mrs. Croston:"

"Thank you for providing a list of the twenty-five (25) days during the 2005-2006 school year that the Association contends bus dismissal for primary elementary students occurred after 2:40 pm. The Board continues to have some questions about variation of personal watches and clocks within the school. While we appreciate receiving this limited information, we were very disappointed that your submission did not include the level of detail promised at the grievance hearing on June 20, 2006. Your representative indicated that we would receive a comprehensive list of dismissal times after 2:40 pm by grade and by date; a list of each Association member that you contend was harmed; and the number of minutes that each Association member would need to be compensated in order to satisfy your requested remedy. Without this information, the Board, even if it were so inclined, would be unable to accept your grievance. Your pattern of providing incomplete information continues to be a detriment to harmonious relations between the Association and the District."

"After careful consideration of the grievance filed on March 15, 2006 regarding early dismissal for elementary students, the Board of Education at its meeting on July 10, 2006 voted to deny this grievance. There are four reasons for the Board's decision: the grievance is not timely; the grievance was improperly filed; the Association did not cooperate in the investigation of the grievance; and the grievance itself is without merit."

"With respect to timeliness: the contract states "No written grievance will be entertained … and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within sixty (60) days after the teacher knew or should have known of the act or condition on which the grievance is based." The primary elementary bus dismissal pattern that you have provided to us has been going on for years. No change to the pattern of dismissing primary elementary students was made during the 60 days prior to the filing of this grievance on March 15, 2006. Thus, this grievance is not timely and must be denied for this reason. With respect to the filing of the grievance: the contract states, "All grievances shall include the name and position of the aggrieved party." The grievance you filed on March 15, 2006 did not comply with this contract requirement. Thus, this grievance was not properly filed and must be denied for this reason."

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"With respect to cooperating with an investigation: the contract requires that the Association "facilitate any investigation which may be required." The Association chose not to respond to the requests for information by the Superintendent in letters dated March 20, 2006 and March 29, 2006. Furthermore, the Association chose not to provide all of the specific information it agreed to provide to the BOE at the grievance hearing on June 20, 2006. Thus, the Board has determined that the Association did not fulfill its obligations under the contract to facilitate the Board's investigation of this grievance. Therefore, the grievance must be denied for this reason."

"With respect to the merits of the grievance: the Board does not find that there has been an extension of the teachers' workday. The collective bargaining agreement clearly specifies that the teachers' workday ends fifteen minutes following student dismissal time, which is at 2:46 pm., and in fact by your own testimony during the Stage Three Hearing, different primary elementary teachers have had different bus dismissal times leading up to 2:46 p.m. There is nothing in the Cherry Valley-Springfield Teachers' Collective Bargaining Agreement that specifies bus dismissal time, the District, at its own discretion for reasons of student safety, has chosen to dismiss some students at times earlier than 2:46 pm. The fact that some primary elementary teachers are sometimes able to utilize a few minutes without students between 2:40 and 2:46 is not guaranteed planning time, but only an added benefit to a procedure set up to ensure student safety. The letter provided by the Association from a NYSUT representative on May 5, 1999 does not constitute an agreement. The discussions that took place between the Association and District were not reduced to writing and included in the collective bargaining agreement. In fact, other successor agreements have been negotiated since those discussions and no language has ever been included in the contract that mentions primary elementary bus dismissal times, or any bus dismissal times. Thus for all of the reasons stated in this paragraph, the grievance is without merit and must be denied for this reason."

"We know that the Association understands and shares our concern regarding student safety. For the sake of student safety, dismissing primary students before the remaining students are dismissed is a goal that the District will continue to try to meet. However, with winter weather and other driving issues, buses are at times delayed (according to your records 25 days out of 176 school days for the 2005-06 school year). When delays occur, the District must always consider student safety first."

"Sincerely, Ellen Johnson, Board President"

Motion made by K. Taylor, seconded by S. Schneider to go into Executive Session to discuss particular personnel matters for particular persons. Motion carried unanimously.

The Board entered into Executive Session at 4:30 PM.

Motion made by S. Schneider, seconded by K. Taylor to come out of Executive Session at 4:40 PM. Motion carried unanimously.

Motion made by D. Drake, seconded by K. Taylor to adjourn the meeting at 4:40 PM. Motion carried unanimously.

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Laura Carson, District Clerk