

June Special Agenda **Special Committee Meeting**

The special committee meeting of the Board of Trustees of School District #35 has been scheduled for Tuesday, June 10, 2008 at 4:00 p.m. at the Gallatin Gateway School Library.

Call to Order

Gallatin Gateway Negotiating Committee and Gallatin Gateway Education Association MEA-MFT

- Master Agreement: Preamble through Article 32
- Master Agreement: Matrix/Salary Schedule – Appendix A

Adjournment

Special Committee Meeting, Board of Trustees, Gallatin Gateway School District #35

Open Session

DATE: June 2, 2008

TIME: 4:00 PM

PLACE: Gallatin Gateway School Library

MEMBERS

PRESENT: Celia O'Connor
Nikki Robbins
Cheryl Thiem

MEMBERS

ABSENT: none

STAFF

PRESENT: Kim DeBruycker, Superintendent; Carrie Fisher, District Clerk; Deb Clark, Teacher; Nora Martin, Teacher; and Tom Vanderbeck, Teacher.

OTHERS

PRESENT: None

CALL TO ORDER

The meeting was called to order at 4:07 p.m.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

PERSONNEL

The District and the Association agreed that at the next meeting each article discussed during the negotiation process and tentatively agreed upon will be presented individually at the next meeting for committee approval and signatures.

Article 11- Evaluations

The Association proposed the following wording for Article 11- Evaluations (exact wording from Association):

The District evaluation program is designed to provide an opportunity for staff to set goals and objectives, including plans for professional growth and career opportunities, and to receive administrative responses to them; to have formal and/or informal observations of the teaching of licensed staff; to receive verbal and written comments and suggestions for improvement from their supervisor and to have clear opportunities to make improvement within the specific timelines.

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11.1 Formal Observation

A formal observation is a scheduled visit by the administration to a classroom or any instructional or performance activity.

11.2 Informal Observation

This is any observation of any non-scheduled visit to a classroom or activity. This does not involve any type of coordination between the administration and teacher. Follow up may be a conversation of what the evaluator noted in their observations.

11.3 Pre-Observation Coordination

Conducted in accordance with Appendix 3 Employee Handbook (2005 version). This coordination is conducted between the teacher and the administration before each formal observation so that the administration can be appraised of the teacher's objectives, methods, and materials for the situation to be observed. Arrangements made by email are acceptable.

At the first staff meeting in January the Administration will use the master calendar to identify with the staff times of availability during their direct student instruction time. It is then the teachers' responsibility to email their first and second choices of time slots for both the direct observation and post observation conference, also to fill out and submit the pre-evaluation form for the administration according to appendix 3 in the Employee handbook. Direct observations will be a minimum of 30 minutes.

11.4 Post Observation Conference

This is a meeting that takes place between the teacher and administration within 5 -10 working days after the formal observation. The administration will provide a written summary of any formal observation. Both parties shall sign the document indicating that the post observation conference took place. All parties shall retain a copy of the signed document.

11.5 Evaluation of Non-tenured Staff

Non-tenured teachers will be observed at least twice a year during their student instruction time, one of which may be an informal evaluation if agreed on by the classroom teacher and the administration. The process of the first evaluation of non-tenured teachers shall be completed by February 1st. The second evaluation will be completed prior to issuing of teaching contracts for the following year.

11.6 Evaluation of Tenured Staff

Evaluations for tenured staff will be either a traditional evaluation method during their student instruction time administered once every year and/or a professional development plan developed by the teacher in communication with the administration. Teachers may choose with each contract to have to have a yearly evaluation and/or to develop and professional plan.

11.7 Should a teacher become in danger of dismissal or non-renewal of a contract because his/her observed performance is deemed to be substandard through informal evaluation, a formal evaluation will be conducted within five working days from the informal observation. The teacher shall be forewarned of the possibility of an administrative recommendation for non-renewal or termination during the post observation conference. The teacher will be advised verbally by the administration that corrective measures are called for and that Step 1 is in effect. A follow-up formal observation will take place within

60 days. If no improvement is noted after the follow-up evaluation, Step 2 is in effect. If no improvement is noted after Step 2, Step 3 is in effect.

Step 1. Written recommendations are made by the supervisor to point out weaknesses and corrections necessary to overcome weaknesses. The teacher should assume that in a conversation of this nature, the administration will keep notes on the matter for future reference until the end of the evaluation cycle, and that observations will be made and recorded in coordination with the written recommendations made by the administration. The teacher may ask for a copy of these notes. No record of this conference will be forwarded to the district personnel file.

Step 2. If no improvement is noted, the teacher, in a conference with the administration, will be advised of the seriousness of the situation and given direction for change and 20 working days to demonstrate progress. The text of this conference shall be recorded in written form and presented to the teacher. The teacher shall sign the document indicating that he/she has read the document. The teacher may attach a response if he/she disagrees with the text of the document or if he/she wishes to clarify any part of the statement. All signed documents shall become part of the teacher's personnel file. All other documents shall become part of the supervisor's notes and will be destroyed upon the completion of the summative evaluation cycle.

Step 3. If no improvement is noted after the prescribed period of time, the teacher is advised that dismissal or non-renewal will be recommended to the Board of Trustees.

11.7 Right to Respond

A teacher may submit a written response to any part of the evaluation procedure. This response shall be attached to the copy of the observation or evaluation in the teacher's personnel file.

The following wording was developed and tentatively agreed upon by the District and the Association:

The District evaluation program is designed to provide an opportunity for staff to set goals and objectives, including plans for professional growth and career opportunities, and to receive administrative responses to them; to have formal and/or informal observations of the teaching of licensed staff; to receive verbal and written comments and suggestions for improvement from their supervisor and to have clear opportunities to make improvement within the specific timelines.

11.1 Formal Observation

A formal observation is a scheduled visit by the administration to a classroom or any instructional or performance activity.

11.2 Informal Observation

This is any observation of any non-scheduled visit to a classroom or activity. This does not involve any type of coordination between the administration and teacher. Follow up may be a conversation of what the evaluator noted in their observations.

11.3 Pre-Observation Coordination

Conducted in accordance with Appendix 3 Employee Handbook (2005 version). This coordination is conducted between the teacher and the administration before each formal observation so that the administration can be appraised of the teacher's objectives, methods, and materials for the situation to be observed. Arrangements made by email are acceptable.

At the first staff meeting in January the Administration will use the master calendar to identify with the staff times of availability during their direct student instruction time. It is then the teachers' responsibility to email their first and second choices of time slots for both the direct observation and post observation conference, also to fill out and submit the pre-evaluation form for the administration according to appendix 3 in the Employee handbook. Direct observations will be a minimum of 30 minutes.

11.4 Post Observation Conference

This is a meeting that takes place between the teacher and administration within 5 -10 working days after the formal observation. The administration will provide a written summary of any formal observation. Both parties shall sign the document indicating that the post observation conference took place. All parties shall retain a copy of the signed document.

11.5 Evaluation of Non-tenured Staff

Non-tenured teachers will be observed at least twice a year during their student instruction time, one of which may be an informal evaluation if agreed on by the classroom teacher and the administration. The process of the first evaluation of non-tenured teachers shall be completed by February 1st. The second evaluation will be completed prior to issuing of teaching contracts for the following year.

11.6 Evaluation of Tenured Staff

Evaluations for tenured staff will be either /or:

- A) a traditional evaluation method during their student instruction time administered once every year and/or;*
- B) a professional development plan developed by the teacher in communication with the administration.*

Teachers may choose to have a yearly evaluation and/or to develop a professional plan.

11.7 Should a teacher become in danger of dismissal or non-renewal of a contract because his/her observed performance is deemed to be substandard through informal evaluation, a formal evaluation will be conducted within five working days from the informal observation. The teacher shall be forewarned of the possibility of an administrative recommendation for non-renewal or termination during the post observation conference. The teacher will be advised verbally by the administration that corrective measures are called for and that Step 1 is in effect. A follow-up formal observation will take place within 60 days. If no improvement is noted after the follow-up evaluation, Step 2 is in effect. If no improvement is noted after Step 2, Step 3 is in effect.

Step 1. A written plan of improvement is made by the administration to point out weaknesses and corrections necessary to overcome them. Follow up observations will be made and recorded in coordination with the written recommendations made by the administration. The teacher may ask for a copy of these notes. No record of this conference will be forwarded to the district personnel file.

Step 2. If no improvement is noted, the teacher, in a conference with the administration, will be advised of the seriousness of the situation and given direction for change and 20 working days to demonstrate progress. The text of this conference shall be recorded in written form and presented to the teacher. The teacher shall sign the document indicating that he/she has read the document. The teacher may attach a response if he/she disagrees with the text of the document or if he/she wishes to clarify any part of the statement. All signed documents shall become part of the teacher's personnel file. All other documents shall become part of the supervisor's notes and will be destroyed upon the completion of the evaluation cycle.

Step 3. If no improvement is noted after the prescribed period of time, the teacher is advised that dismissal or non-renewal will be recommended to the Board of Trustees.

11.8 Right to Respond

A teacher may submit a written response to any part of the evaluation procedure. This response shall be attached to the copy of the observation or evaluation in the teacher's personnel file.

Articles 13, 17 & 19

The Board and Association discussed the costs incurred when hiring a substitute teacher during extended leave including the daily rate of pay plus FICA, Medicare, Unemployment, Workers Compensation and Retirement. The Association stated that they did not want to include the wording that Business Manager Ken Mosby proposed regarding the inclusion of FICA, Medicare, Unemployment, Workers Compensation and Retirement costs for deductions in cases of extended leave. The Association stated that the amount is small and felt that if the District paid the employer costs it would be a nice gesture and doesn't cost much for the district. The Association felt it was a small benefit the District could offer the Association members and it doesn't occur very often. The District stated that either way, whether certified staff were to cover the additional employer costs for a sub incurred during extended leave or the District covered the costs, the District would like the contract to include wording stating the decision. The Association stated that their MEA-MFT representative informed them that the employer costs, in accordance with 19-20-605 MCA, were to be paid by the employer and that the employer costs do not affect the general fund, but rather a county retirement fund. The Association questioned the legality of including such wording within the contract.

Superintendent Kim DeBruycker stated that the employer costs for hiring a substitute were proposed because the District would not have to pay those additional costs if there were no extended leave taken by the certified staff. In addition, she noted that Health Insurance Premium Contribution, Flex Contribution and Workers Compensation Premiums are funded by the fund from which the employee is paid from. Social Security (employer share), Medicare (employer share), Teachers Retirement (employer share) and Unemployment Insurance Premiums are funded from the Retirement Fund. However, if the employee is paid with Title (federal, state, local) monies then these contributions must be paid with the title monies. The Retirement Fund is funded by taxpayer monies (i.e. a mill levy). The Retirement Fund is administered by the County, but each district submits their budget so the county knows what to levy. The school district receives a distribution from the county, but budget and spend the money the same as any budgeted fund when paying the employer contributions for a substitute teacher.

The District will contact Business Manager Ken Mosby for further clarification before the next meeting.

Article 17- Maternity/Paternity Leave

The District proposed the following wording for Article 17- Maternity/Paternity Leave:

A teacher will be granted maternity/paternity leave following the birth or adoption of a child for forty (40) work days to be made up of accumulated annual leave days, and/or substitute pay being deducted from the teacher's wages. In the case of a teacher who has accumulated more than forty (40) he/she may use all of their accumulated days before taking leave without pay.

17.1 Extended Maternity/Paternity Leave

A teacher may be granted extended maternity leave beyond the forty (40) days as determined appropriate to her/his situation by the physician and the teacher. Any extended leave will be without pay. Upon returning, seniority and tenure status shall resume as when leave began and she/he will be entitled to all benefits held by other teachers. This leave will be pro-rated for part-time teachers.

The Board and the Association discussed the wording within the contract as to when maternity leave would begin. The Board and Association did not come to an agreement in regards to adding the word "immediately" within the statement "A teacher will be granted maternity/paternity leave... following the birth or adoption of a child..." The Association felt that it was unfair for a teacher that gave birth in early summer to not receive maternity leave when school begins the following year. The District felt that if a teacher had a baby in June it was questionable as to whether any requested leave at the beginning of the following year would be maternity/paternity leave or additional leave.

Article 13- Annual Leave

The Association proposed the following wording for Article 13- Annual Leave:

13.4 During the school year any teacher may, at the teacher's discretion, donate not more than two (2) days, nor less than one-half (1/2) day to any teacher(s) who is/are in need and who has exhausted annual leave. The donor and recipient have no later than five (5) working days after the recipient's return to work to notify the Superintendent of the requested leave transfer. Donated leave shall be drawn in order of date of such receipt. A drawing shall be conducted to determine order of usage for donation bearing identical dates of receipt. Any unused annual leave shall be returned to the donor(s).

The District and Association tentatively agreed upon the following wording in Article 13.4- Annual Leave:

13.4 During the school year any teacher may, at the teacher's discretion, donate not more than two (2) days, nor less than one-half (1/2) day to one or more teachers who are in need and who have exhausted annual leave. The donor and recipient have no later than five (5) working days after the recipient's return to work to notify the Superintendent of the requested leave transfer. Donated leave shall be drawn in order of date of such receipt. A drawing shall be conducted to determine order of usage for donation bearing identical dates of receipt. Any unused annual leave shall be returned to the donor.

The District proposed a three-year contract with a 4% increase included each year of the contract with the option each year to reevaluate the salary schedule based on funding. The Association asked if the option to reevaluate the salary schedule could be made by either party. The District stated that they would like to see the option left for either party to reopen negotiations, but only

for salary discussions, not wording changes. The Association will discuss the District's salary proposal with their membership.

The Association and the District will meet again on Tuesday, June 10, 2008 at 4pm.

ADJOURNMENT

Meeting was adjourned at 5:15 p.m.

Erik Yager, Board Chair

Carrie Fisher, District Clerk