

June Special Agenda
Special Committee Meeting

The special committee meeting of the Board of Trustees of School District #35 has been scheduled for Wednesday, June 28, 2006 at 4:30 p.m. at the Gallatin Gateway School multipurpose room.

Call to Order

Set Procedures for the meeting

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 28, 2006

TIME: 4:00 PM

PLACE: Gallatin Gateway School Multipurpose Room

MEMBERS

PRESENT: Erik Yager, Chair
Helen Zinner
Cheryl Thiem

MEMBERS

ABSENT: None

STAFF

PRESENT: Kim DeBruycker, Superintendent; Carrie Fisher, District Clerk; Ken Mosby, Business Manager; Deb Clark, Teacher; Mike Coon, Teacher; Renae Myers, Teacher; Scott Vollmer, Teacher; and Tom Vanderbeck, Teacher.

OTHERS

PRESENT: Elizabeth Kaleva, Attorney and Jane Fields, MEA-MFT Representative

CALL TO ORDER

The meeting was called to order at 4:43 p.m. by Board Chair Erik Yager.

ASSOCIATION PROPOSAL:

Ms. Fields presented the Board with the following proposals on behalf of the Association:

Article 8- Work Day: Obligations Outside the Regular Work Day proposed that the obligations include two open houses and the Christmas program

Preamble agreed to add wording in the last sentence of the first paragraph “the morale of the school community.”

Article 7- Layoffs proposed to add the word “unforeseen” prior the word “changes” under 7.1 and added the sentence “Necessary assistance including help with moving classrooms, time to prepare, confer with appropriate colleagues, learn new curriculum, etc will be provided.” The Association also proposed under 7.2 adding the sentence “The teacher who has the least seniority shall be the first one laid off unless that individual is holding a position that requires a special endorsement that a more senior teacher does not have.

New Article-Sick Leave Bank proposed a new article to allow certified staff to contribute leave days to a common bank for use by other certified employees that have exhausted their accumulated sick leave allowance.

Article 8- Work Day: Preparation Time The Association is willing to talk to the Superintendent about loss of prep time and noted that the last few weeks of school the Superintendent was sensitive to staff regarding events that occurred during preparation time. The Association was comfortable dropping their original proposition to delete the sentence “It is understood that events may from time to time cause the loss of some preparation time.”

Article 8- Work Day: Calendar proposed wording to designate the number of days of days in the teacher work year and to provide an opportunity for teachers to provide input on the adoption of the school calendar prior to Board approval.

Evaluation Process Tom Vanderbeck explained the proposal regarding the evaluation process of certified employees.

Salary Matrix the proposal of a 6% increase was provided to the District.

DISCUSSION

Ms. Kaleva asked if the wording proposed under Article 7- Layoffs under 7.2 was expressed or implied language and who would be determining what would be necessary. Ms. Fields stated that it would be go back to “what a reasonable person would expect.”

Ms. Kaleva asked the Association if the proposal for the Evaluation Process would take the place of Article 9- Evaluation and Due Process. Tom Vanderbeck stated that the Association’s intent was to split up Article 9- Evaluation and Due Process into two different components. Ms. Fields stated that the Association would discuss that matter further.

DISTRICT PROPOSAL:

Ms. Kaleva presented the Association with the following proposals on behalf of the District:

Article 8- Work Day: Duty-free Lunch Period a proposal was presented to prorate the forty-five minute duty-free lunch period for part-time teachers. Ms. Kaleva explained that this proposal would ensure that this component of the contract was inline with other areas where benefits for part-time teachers were prorated.

Article 20- Major Medical and Flexible Benefits Plan it was proposed that the District would provide single coverage for full-time employees for the major medical plan. Other wording was added regarding deadlines for teachers to provide the District with intent to change coverage or join the current plan.

Salary Proposal- The District proposed a 0.5% increase on the base with steps and lanes as provided in the contract. Ms. Kaleva provided the Association with a 2006-2007 General Fund Budge Worksheet and noted that the District “would be in the hole about \$21,000 with the 0.5% increase.” Business Manager, Ken Mosby, explained the worksheet in greater detail to the committee.

DISCUSSION

Ms. Fields asked if the worksheet presented by Mr. Mosby included all funds of the District. Mr. Mosby stated that it only included General Fund. Ms. Fields noted that the District is located in one of the most expensive counties in Montana. Ms. Kaleva noted that the current salary matrix already provides for automatic salary increase of at least 3.40% each year. Ms. Fields commented that she understood that the salary matrix provides for more money, but the money is not a raise for the teachers. She stated that she has always told the Board to provide a career salary after the fourth contract and they could do away with the salary matrix. Ms. Kaleva noted that the Board and the Association would never agree on that issue and stated that the Board feels that the step increases are a raise in salary since everyone will receive a step increase each year. Ms. Fields noted that some other rural schools in Gallatin County provided their teachers with \$2000 per teacher and that something is wrong in Gallatin Gateway School District if they can’t do the same. She stated that a 0.5% salary increase is a slap in the face. She continued by stating that the district has a lower base salary than some other rural districts in the county. Ms. Kaleva reiterated that the District would already be in the hole just to provide a 0.5% increase.

Meeting was recessed for caucus at 5:25 pm. All parties returned from caucus at 6:13 pm.

DISTRICT COUNTER PROPOSALS:

Ms. Kaleva stated that the District would agree to the Association’s proposal of the Preamble. **The wording “the morale of the school community” will be added.**

Ms. Kaleva explained to the Association that the District is struggling with the word “necessary” as proposed under Article 7- Layoffs and felt that if the District agreed to it as presented it would be setting itself up for a grievance. She asked the Association if this issue was of great concern to the teachers. Ms. Fields exclaimed “Is it concerning to the Board that this would happen?” Ms. Kaleva proposed adding the wording “in discretion of the Board” to make the proposal read “Necessary assistance, in the discretion of the Board, including help with moving classrooms, time to prepare, confer with appropriate colleagues, learn new curriculum, etc. will be provided.” Ms. Fields explained that if the Board moves someone from kindergarten to seventh grade they need time to prepare and learn the new curriculum. She noted that the District could avoid this if they didn’t move teachers at all. Ms. Kaleva noted that all teachers are K-8 certified and can be utilized anywhere the District deems necessary.

Ms. Kaleva explained that the District would **agree to the proposal presented for 7.2 reading “The teacher who has the least seniority shall be the first one laid off unless that individual is holding a position that requires a special endorsement that a more senior teacher does not have.”**

Ms. Kaleva stated that the District is very comfortable with a Sick Leave Bank but is not comfortable with turning its management over to the Union. Ms. Fields noted that the Association would be open to a counter offer.

On behalf of the District, Ms. Kaleva, **agreed to the Associations proposal of Article 8- Work Day: Preparation Time retaining the sentence “It is understood that events may from time to time cause the loss of some preparation time.”**

Ms. Kaleva explained that the District would **agree to the Associations proposal of Article 8- Work Day: Calendar** since the practice has already been in place.

Ms. Kaleva noted that the proposal presented for the Evaluation Process is a good start, but the Board would like to counter the proposal on the agreement that it would replace Article 9- Evaluation and Due Process.

ASSOCIATION COUNTER PROPOSALS:

Ms. Fields stated that the Association was willing to accept the idea of a prorated lunch period for part-time employees as presented in the District’s proposal of Article 8- Work Day: Duty-free Lunch Period, but would like the lunch period to be no less than twenty-five (25) minutes.

Ms. Fields stated that the Association appreciates the District’s steps forward for the proposal of Article 20- Major Medical and Flexible Benefits Plan, but noted that there are several individuals that have families and the Association would like to stick with their initial proposal of the District providing the premium for family coverage.

Ms. Fields provided the District with a counter proposal of the salary matrix. She stated that the Association is willing to go down to a 5.25% increase on the base. She urged the Board to keep in mind that the last increase was to get in line with other rural schools in Gallatin County. Deb Clark explained to the Board that she feels the base salary is already one year behind the average of other rural schools in the county.

DISCUSSION

Ms. Kaleva stated that the District would be willing to come back with counters on recent proposals and would like to continue working. Ms. Fields asked if the District had a counter proposal to the Associations proposal of Article 8- Work Day: Obligations Outside the Regular Work Day. Ms. Kaleva stated that the District was willing to stay with current contract wording. Ms. Fields stated that there has been confusion on behalf of the teachers as to what would count towards those obligations and stated that the Association would like a list of what has been designated in the past for the four obligations outside the regular work day. Ms. Kaleva agreed to Ms. Fields’ request.

Meeting was recessed for caucus at 6:43 pm. All parties returned from caucus at 7:31 pm.

DISTRICT COUNTER PROPOSALS:

Ms. Kaleva explained to the Association that the District felt that the wording proposed by the Association under Article 7- Layoffs was too vague and presented the association with the District’s proposal to read “Necessary assistance, as determined by the Board, may be provided to the teacher in order to prepare the teacher for the new assignment.”

Ms. Kaleva offered the Association a new article addressing Annual Leave Bank proposed by the Association and offered a wording change to Article 11- Annual Leave to include a definition of immediate family. Ms. Kaleva explained that the wording proposed by the Association included the words “sick leave”, but the teachers receive annual leave and therefore all references to sick leave mentioned were changed to annual leave.

Ms. Kaleva presented and explained the Districts counter proposal to Article 9- Evaluation. She noted that the District should have included something about attaching a response to the evaluation in writing. She also explained that the Board was not interested in collective bargaining the corrective action/corrective assistance component as proposed by the Association.

Ms. Kaleva stated that the District is not willing to change their proposal regarding the salary matrix.

DISCUSSION

Ms. Fields explained that the current evaluation process is not working for the teachers and provides no timeline for evaluation and in turn doesn't provide teachers the opportunity to change. Ms. Kaleva noted that "the Superintendent is in nearly every class, nearly every day." Ms. Fields stated that the Association would like the evaluation to be done earlier in the year. Ms. Kaleva stated that the "District is doing a fine job and informal feedback is given regularly." Ms. Kaleva conferred with the Board and stated that the Board would agree to adhere to a May 1st deadline for evaluations. She stated that the Board is not interested in hiring an outside consultant to have a plan of improvement for a teacher. She explained that that is the job of the administration to help a poorly performing staff member. Ms. Kaleva recommended that the progressive corrective action could be combined with the evaluation component to provide a process for improvement.

Ms. Fields stated that the salary component is significant and that the agreement is a package deal. She stated that if the District and Association could not come to an agreement it may lead to mediation.

Ms. Fields asked if the District had given much thought to the wording the District had proposed under Mediation regarding grievant versus association. Ms. Kaleva clarified that with the word "Association" remaining instead of "grievant" it would imply that only the association could agree to mediation. Ms. Fields stated that the Association did not want to be in a situation where the District and the Association knew the complaint was not a violation of the contract, yet the individual wanted to proceed to mediation. Ms. Kaleva stated that "if that's a limitation the staff is willing to accept, the Board is fine."

Ms. Kaleva asked if the Association had made a decision regarding the Board's proposal of Article 1- Association Recognition. Ms. Fields stated that the "Association was not dealing with it."

Ms. Kaleva questioned the Association's position on the Districts proposal for Article 2- Right to Organize. Ms. Fields said that the Association "sees no reason to take it out."

Ms. Kaleva asked about the District's proposal of Article 3- Just Cause. Ms. Fields stated that the Association was "not willing to agree to any changes" she said it would be a "cold day in hell" but then commented, "it doesn't shut the door entirely."

Ms. Kaleva questioned the Association's decision regarding the District's proposals to Article 6- Authority and Responsibility. Ms. Fields stated that changing the title would be no problem, but stated that the Association was nervous about taking anything out. Ms. Kaleva explained that the sentence the District would like to remove does not provide anything to the contract and makes it seem as the Board does not do something.

Ms. Fields asked if the District had made a decision regarding the Association's counter offer to Article 8- Work Day: Duty-free Lunch Period. Ms. Kaleva asked if the Association would consider the minimum lunch period to be twenty minutes rather than twenty-five since that is the amount of time the students receive. Ms. Fields explained that she didn't feel twenty minutes was enough time for a teacher to eat. **The District agreed to twenty-five minutes.**

Ms. Kaleva inquired about the Association's decision regarding the Districts initial proposal regarding reprisals. Ms. Fields exclaimed that she didn't know how the teachers could reprise against the Board or other teachers and if they did she questioned what would the Board do about it. Ms. Kaleva stated that the "agreement is borderline derogatory against the Board." Ms. Fields stated that the Association "would continue to look at it." Erik Yager questioned why the teachers would have an issue with the proposed wording. He proposed taking out the words "Board and Union" and restating it to say that "all parties agree." Ms. Fields stated that the Association may consider that wording.

Ms. Fields asked if the Board had further considered the Association's proposal of Article 21- Credit Recognition. Ms. Kaleva that the Board was not interested. Ms. Fields explained that people want to know that if they invest time and money that the credit would be accepted. She explained that there have been times when teachers had received a verbal okay from the Superintendent and then the credit was not accepted. Ms. Kaleva noted that if the District accepted OPI renewal units it would create a huge financial burden for the district. She explained that if there are situations where teachers felt as though they were not treated fairly, there are methods available within the contract to deal with it. Ms. Fields stated that OPI does monitor validity of the renewal units. Ms. Kaleva stated that the District is not interested in moving on this issue.

Meeting was recessed for caucus at 7:55 pm. All parties returned from caucus at 8:32 pm.

DISCUSSION

Ms. Fields asked if the District would consider including #5- Plan for Improvement into the District's proposal of Article 9- Evaluation, but delete the last part of the statement starting with the word including. She stated that it would read: "Plan of Improvement- a plan of development by the administrator designed to improve a teacher's performance in a systematic manner. The administrator shall provide the teacher with specific, reasonable, written, recommendations for improvement and with definite, positive assistance." Ms. Kaleva stated that a plan of improvement is not currently included in the contract and the District is not comfortable adding it. She stated that the Board may consider the component if it read: "Plan of Improvement- a plan of development by the administrator designed to improve a teacher's performance." Ms. Fields stated that the Association would like it to be specific with what the teacher needs.

Ms. Fields stated that the Association was willing to accept the District's initial proposal regarding reprisals if it stated that both parties agree.

Ms. Fields stated that the Association would like to propose adding the wording under Article 7- Layoffs to state that the teacher may receive up to five days at the teacher's request to prepare when a change in assignment has occurred to move classrooms and learn curriculum. Ms. Kaleva asked if that would be provided during the 180 days of the school year or outside of the 180 days. Ms. Fields stated that the decision would be up to the Board and the Administration. She noted that the Association is only concerned with those changes in assignment that occur after the school year has ended. Ms. Kaleva stated that she feels the Board is already compromising by even adding language to this article as proposed and didn't feel that it would be a good idea to put limiting language in the contract. Ms. Fields stated that there are good teachers here and they will not be unreasonable in their request to receive assistance. She noted that the Association offered the limiting language to assure the District that they were not trying to take advantage of the wording. Ms. Kaleva stated that adding the wording could have financial implications for the District and that the Board would need to provide final approval of all assistance to teachers. Ms. Fields stated that the Association was concerned with having teachers as prepared as possible.

Ms. Kaleva stated that she didn't know if the Board and the Association would be able to see eye-to-eye regarding some language in the contract. Ms. Fields explained that the Association would still like to keep trying to resolve the language changes.

Ms. Kaleva informed the Association that the District did not want to reconsider their offer regarding the salary matrix.

FUTURE MEETINGS

The District and the Association will meet on July 12, 2006 at 4:30.

ADJOURNMENT

Meeting was adjourned at 8:44 p.m.

Erik Yager, Board Chair

Carrie Fisher, District Clerk