

# **June Special Agenda** **Special Committee Meeting**

The special committee meeting of the Board of Trustees of School District #35 has been scheduled for Friday, June 10, 2008 at 4pm 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**

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Open Session

**DATE:** June 10, 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 4:14 p.m.

**PUBLIC COMMENT ON NON-AGENDA ITEMS**

None.

**PERSONNEL**

**Article 9.1- Workday**

The District and the Association reviewed and approved the following wording for Article 9.1- Workday, in addition, all committee members present signed in approval for inclusion in final agreement:

*The regular workday for all full-time teachers will begin fifteen (15) minutes before the student day and end forty-five (45) minutes after the students are released. Part-time teachers will have that time prorated within their schedule. On the day of a scheduled staff meeting teachers are to stay until 4:30pm. On Fridays, teachers may leave at 3:30pm. With prior approval from Administration, teachers may leave when the last bus departs in order to fulfill a scheduled appointment. Teachers will be docked one-hour of annual leave in these cases. The time before and after the student day shall be for additional preparation and consultation with parents, students and others.*

*One regularly scheduled staff meeting per month shall be designated for the purposes of teacher team meetings. Alternatively, teacher team meetings may be organized as one half hour of the regularly scheduled staff meeting twice a month.*

### **Article 10- Personnel Files**

The District and the Association reviewed and approved the following wording for Article 10- Personnel Files, in addition, all committee members present signed in approval for inclusion in final agreement:

*No document may be placed in a personnel file that is not signed and dated by the author of said document.*

### **Article 13.4- Annual Leave**

The District and the Association reviewed and approved the following wording for Article 13.4- Annual Leave, in addition, all committee members present signed in approval for inclusion in final agreement:

*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.*

### **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 immediately following the birth or adoption of a child for eight (8) calendar weeks. If any of the leave period falls within the Contract Term, the leave shall be made up of accumulated annual leave days, and/or substitute pay being deducted from the teacher's wages. The leave period of eight (8) weeks shall commence immediately after the birth or adoption of the child unless it is medically necessary that the leave period commence prior to the birth or adoption of the child. In that case, the leave period of eight (8) weeks will commence upon a determination by a physician that it is medically necessary for the teacher to commence leave preceding the birth or adoption of the child. The teacher will be required to submit medical certification stating that leave preceding the birth of the child is necessary.*

#### *17.1 Extended Maternity/Paternity Leave*

*A teacher may be granted extended maternity leave beyond the eight (8) weeks 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 Association discussed the wording and felt that it was somewhat unclear because if a teacher was on maternity leave over Christmas break it would not count against their leave, but according to this wording it would. The Association recommended added the word "contracted" in the statement "eight (8) calendar weeks" so that it would read "eight (8) contracted calendar weeks". The District was in agreement with this addition. The Association also sought clarification on last sentence of the first paragraph "The teacher will be required to submit medical certification stating that leave preceding the birth of the child is necessary." The District stated that it maybe repetitive and it could be deleted as the need for medical certification is already stated within the article. Both parties agreed to delete the last sentence.

The District and the Association reviewed and approved the following wording for Article 17- Maternity/Paternity Leave, in addition, all committee members present signed in approval for inclusion in final agreement:

*A teacher will be granted maternity/paternity leave immediately following the birth or adoption of a child for eight (8) contracted calendar weeks. If any of the leave period falls within the Contract Term, the leave shall be made up of accumulated annual leave days, and/or substitute pay being deducted from the teacher's wages. The leave period of eight (8) weeks shall commence immediately after the birth or adoption of the child unless it is medically necessary that the leave period commence prior to the birth or adoption of the child. In that case, the leave period of eight (8) weeks will commence upon a determination by a physician that it is medically necessary for the teacher to commence leave preceding the birth or adoption of the child.*

#### *17.1 Extended Maternity/Paternity Leave*

*A teacher may be granted extended maternity leave beyond the eight (8) weeks 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 District and Association discussed adding the wording “plus employer contributions (FICA, MEDICARE, Unemployment, Worker’s Compensation, and Retirement)” to articles 17- Maternity/Paternity Leave and 19- Additional Leave. The Association proposed making the amount a flat rate of \$80 which would “split the difference” with the district. The District proposed “sub pay + \$10” since the sub pay may change during the three-year agreement. The Association expressed concern about new teachers and how it may affect them; they want to ensure they are not losing money. The Association and the District did some calculations and concluded that if a teacher that was at the bottom of the salary schedule had to pay for the cost of a sub plus plus employer contributions (FICA, MEDICARE, Unemployment, Worker’s Compensation, and Retirement) the teacher would still earn about \$24/day.

The Association proposed meeting half way with the employer contributions so that the District would pay half and the employee would pay half. The District expressed concern about the proposed method because it then becomes a benefit to the teacher, but it is hidden within the contract. The District stated that they would like to see all of the benefits in salary increased not covered up in little areas within the contract. The Association agreed and stated that if sub pay increased it does become a benefit to them too. The District also stated that by putting a flat rate in the contract to cover the employer contributions will out date the contract if the rates change, but if the wording “plus employer contributions (FICA, MEDICARE, Unemployment, Worker’s Compensation, and Retirement)” it will stay current and only cost the teacher what it costs the district. The District added that they would like to keep the contract clean and avoid having to revisit little things in future negotiations. The Association questioned the legality and expressed concern about what the District attorney had said about the wording. The District stated that the Attorney’s initial response was okay with the wording, but had not heard back as of this meeting after the attorney had time to review the wording. The Association stated that they would still consider the wording, but were not ready to agree at this time. The District will have Business Manager, Ken Mosby at the next meeting to answer questions and provide clarification.

### **Article 31- Effective Period**

The District proposed the following wording for Article 31- Effective Period:

*This Agreement shall be effective as of July 1, 2008, and shall continue in full force and effect until June 30, 2011.*

The District and the Association reviewed and approved the following wording for Article 31- Effective Period, in addition, all committee members present signed in approval for inclusion in final agreement:

*This Agreement shall be effective as of July 1, 2008, and shall continue in full force and effect until June 30, 2011.*

### **Article 33- Renewal and Reopening of Agreement**

The District proposed the following wording for Article 33- Renewal and Reopening of Agreement:

*Said Agreement will automatically be renewed and will continue in force for a period of three years unless either party gives notice to the other party, not later than 90 days prior to the expiration date or any anniversary thereof, of its desire to reopen the contract. Between July 1, 2008 and June 30, 2011, the agreement is made to only reopen negotiations to discuss salary, not wording.*

The Association questioned what would happen if wording issues arise during this time. The District stated that its intent is to work together if something arises and bring it back in 2011. The Association stated that they would like to protect both parties and avoid grievances. The District noted that this contract has been used for a long time and each time it has been opened it has been improved a little bit more. The Association agreed and stated that they would rather not talk about wording for three years either.

The District and the Association reviewed and approved the following wording for Article 33- Renewal and Reopening of Agreement, in addition, all committee members present signed in approval for inclusion in final agreement:

*Said Agreement will automatically be renewed and will continue in force for a period of three years unless either party gives notice to the other party, not later than 90 days prior to the expiration date or any anniversary thereof, of its desire to reopen the contract. Between July 1, 2008 and June 30, 2011, the agreement is made to only reopen negotiations to discuss salary, not wording.*

### **Article 11- Evaluations**

The District proposed the following wording for Article 11- Evaluations:

*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 Teacher Pre-Evaluation & Observation Date Form in Employee Handbook. This coordination is conducted between the teacher and the administration before each formal observation so that the administration can be apprised of the teacher's objectives, methods, and materials for the situation to be observed. Arrangements made by email are acceptable.*

*The administration will announce the time period for evaluations and it is then the teachers' responsibility to indicate 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 the Employee Handbook. Direct observations will be a minimum of 30 minutes.*

### *11.4 Post Observation Conference*

*This is a meeting that may take place between the teacher and administration after the formal observation. The administration will provide a written summary of any formal observation. Both parties shall sign the document indicating that the observation 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 written professional development plan developed by the teacher in communication with the administration prior to September 15, of the Contract Term.*

*Teachers may choose to have a yearly evaluation and/or to develop a written 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.*

The District explained that the proposal contained some small changes that would make the process friendlier to both parties. The Association expressed concern about the September 15<sup>th</sup> day under 11.6. The District stated that they would be willing to adjust the date if needed. The Association stated that it is good to have a set deadline, but felt that September 15<sup>th</sup> was too early in the year. The District proposed September 30<sup>th</sup>. The Association agreed that September 30<sup>th</sup> would be a better date.

The District and the Association reviewed and approved the following wording for Article 11-Evaluations, in addition, all committee members present signed in approval for inclusion in final agreement:

*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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## **Article 21- Salary Schedule**

The District presented the Association with the proposed 4% increase on the 2008-2009 salary schedule. The Association stated that the teachers were very appreciative of the District's offer. The District explained that their goal was to get the salaries of Gallatin Gateway School teachers more competitive with Bozeman. The District will provide the Association with the 2008-2009, 2009-2010 and 2010-2011 salary schedules with the proposed 4% increase each year at the next meeting for final approval and signatures.

The Association and the District will meet again on Friday, June 13, 2008 at 10 am.

**ADJOURNMENT**

Meeting was adjourned at 5:35 p.m.

Erik Yager, Board Chair

Carrie Fisher, District Clerk