

**May Special Agenda**  
**Special Committee Meeting**

The special committee meeting of the Board of Trustees of School District #35 has been scheduled for Tuesday, May 13, 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**

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Open Session

**DATE:** May 13, 2008

**TIME:** 4:00 PM

**PLACE:** Gallatin Gateway School Library

**MEMBERS**

**PRESENT:** Celia OConnor  
Nikki Robbins

**MEMBERS**

**ABSENT:** Cheryl Thiem

**STAFF**

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

**OTHERS**

**PRESENT:** None

**CALL TO ORDER**

The meeting was called to order at 4:12 p.m. by Trustee Celia O'Connor.

The Association stated that they tried to find language that benefits both parties and noted that the Board's input was welcome.

The Association and the District discussed revisions to the following Articles:

**Article 9.1- Work Day** The Association proposed the following wording:

*The regular workday for all full-time teachers will be (15) minutes before the student day begins and will end forty-five 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 3:30. 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. Any alterations of the time worked before and/or after the student day must have prior approval of the administrator. The time before and after the student day shall be for additional preparation time and for 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 bimonthly.*

The Board and the Association would like to change the word "administrator" to "administration"; the word "bimonthly" to "twice a month."; and add the statement "at the administration's discretion" after the sentence, "Alternatively, teacher team meetings may be organized as one half hour of the regularly scheduled staff meeting twice a month."

Ms. DeBruycker noted that if this wording is agreed upon then it will be important for parents to be notified that there will be no teachers available after 3:30 pm on Fridays. The District also stated that they had verified with Business Manager Ken Mosby that the District could agree with the annual leave calculation for a one hour deduction for this purpose only.

**Article 9.5- PIR Days-** The Association proposed the following wording:

*Seven (7) PIR (Pupil Instruction Related) days will be scheduled per school year. The Board shall establish an advisory committee to make recommendations to the School Board regarding the use and scheduling of PIR days. The committee shall include, but is not limited to, teachers, administrative personnel, and trustees. The majority of the committee shall be teachers. Any additional trainings, beyond the scheduled seven PIR days, shall be optional to teachers whose absence would require a substitute teacher. Teachers attending training offered outside of the regular work hours of 8am to 4pm by the school district will be paid a stipend.*

The Board and the Association would like to change the word “Board” in the second sentence to “administration.”

Ms. DeBruycker asked if it would still be assumed that it was acceptable for teachers to meet prior to 8am for a training that is offered out of town so they will arrive by 8am or return after 4pm without being paid a stipend by the district. The Association stated that Ms. DeBruycker’s assumption was correct.

The Board and the Association discussed the current use of PIR days and additional trainings. It was concluded that of the (7) seven PIR days throughout the year only one day can be used for staff training during the year because two days are for beginning of the year training, bookkeeping and management/training organization; two days are for MEA-MFT convention in October; one day is for parent-teacher conferences in November; and one day at the end of the year is for final record keeping and year-end check out. In addition, the District and the Association discussed the current use of the (7) scheduled early release days. They concluded that only one can be used for teacher training as four are designated for report card preparation and two are currently reserved for parent-teacher conferences.

Ms. DeBruycker provided the Board and Association clarification regarding the District’s need for staff to attend additional professional development throughout each year. She noted that often times it is hard to schedule a trainer to come one of the early release days and the early release days only provide for a short period of training time. In addition, it is important for the District to train all staff equally because each staff member is K-8 certified and therefore, all require the same training. She continued by explaining that the District is obligated to provide professional development for the five-year comprehensive plan and for the Title I program. Therefore, she noted that the District must have the ability at its discretion to provide training to teachers at times that may require a substitute teacher. She also explained that adding additional early release days would likely upset parents. Ms. DeBruycker noted that offering professional development is a management right and the Association’s proposal to allow it to be optional would be hard for her to agree to because of the District’s obligation to train the staff accordingly. She said she always makes an effort to consider the validity of all of the trainings and tries to minimize the time teachers have to be out of their classrooms.

The Association also expressed concern about the time teachers are away from the classroom for assessment. Ms. DeBruycker stated that she was currently working on budgeting with the Business Manager so teachers may be out of the classroom less.

The Association will rewrite Article 9.5 in an effort to compromise on wording and possibly allow for teachers to petition the administration if they do not want to attend specific training.

**Article 10- Personnel Files-** The Association proposed the following wording:

*No document may be placed in a personnel file that is not signed and dated by the author of said document. Teachers will be notified in writing when a document is added to their personnel file.*

Ms. DeBruycker explained the use and retention of personnel files to the Association. The District stated that Board policy also explains what comprises a personnel file and limits what can be placed in

them. The Association questioned who can see the contents of a personnel file. Ms. DeBruycker explained that only the Administration and employee may view the contents of the file and that once the employee leaves the district the file is sealed in an envelope in the vault and retained for a period of time determined by the state. She stated that the Association's wording was alright to add, but stated that it really didn't change anything about current practices which are guided by the law. The District stated that they would rather not add something to the contract that meant nothing or didn't add something. The Association agreed that the additional wording was not necessary to the contract. The District and the Association will strike the second sentence of Article 10- Personnel files.

**Article 11- Evaluation** – The Association proposed the following wording:

*The District's evaluation program is designed to provide an opportunity for staff to set goals and objectives, including plans for professional growth and career opportunities, and receive administrative responses to them; to have formal and/or informal observations of 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- is a scheduled visit by the administrator to a classroom or any instructional or performance activity. Non-tenured teachers will be observed at least twice a year, one of which may be an informal evaluation if agreed on by the classroom teacher and the administrator. The process of the first evaluation of non-tenured teachers shall be completed by February 1<sup>st</sup>. The second evaluation will be completed prior to issuing of teaching contracts for the following year.*

*All evaluations are to be scheduled by the administrator. Teachers may be given three dates and times during their direct student instruction time to choose from in order to allow for planning, but the Administrator will provide the initial three times/dates to the teacher in accordance with the Administrator's schedule at least five work days prior to the planned observation.*

*Evaluations for tenured staff will be a traditional evaluation method adopted by the Board and administered once every year and/or a professional development plan developed by the teacher in communication with the superintendent. Teachers may choose with each contract year to have a yearly evaluation or to develop a professional plan.*

The Association and District would like to change "one of which" to "the first of which" in the second sentence of 11. 1.

The District noted that they appreciate what the Association is trying to do, but noted that there was a lot of responsibility placed on the Administrator when the evaluation process is meant as a tool for the teaching staff. The Association noted that it is easier for them when a schedule is provided by the Administrator and teachers just sign up for the time they want. Ms. DeBruycker noted that she has received feedback from teachers in past years that it caused some problems and more anxiety; therefore she has changed the process to make it less stressful for teachers by making it more flexible. The Association expressed concerns that new teachers may put off scheduling an observation and may run out of time to receive productive feedback.

In addition, the Association stated that new teachers need more preparation as to what to expect during an observation. The District noted that the entire process is explained extensively in the staff handbook. The Association will review the handbook and this issue will be revisited later. The Association stated that everyone becomes more relaxed when they understand the process. Furthermore, the Association felt that many teachers feel as though the evaluation process is one that is forced upon them rather than something they are asking for. Ms. DeBruycker stated that it may be helpful for new teachers to understand what occurs after the evaluation is conducted and noted that the evaluation is primarily used by the administration to provide feedback to the teachers on teaching practices and employee responsibilities. The Association stated that some staff felt as though the current evaluation process was a report card. Ms. DeBruycker stated that she didn't get that feel from

the majority, but acknowledged that some may feel that way; however that is not the intent of the current evaluation process. She stated that the current evaluation process is a snap shot of time in the classroom and should reflect a “normal” teacher day in and out of the classroom. The Association asked if the purpose of the evaluation process to make better teachers? Ms. DeBruycker stated that the current evaluation process, adopted by Gallatin Gateway School was more of a goal setting process, including: 1) communication; 2) improve student achievement; and 3) provide teacher support that involves professional development objectives that will essentially improve student learning. In addition, she stated that this tool helps her and the teaching staff recognize where each staff member can gain new skills and the District can provide professional development for teacher improvement.

Ms. DeBruycker expressed concern about the deadlines within the article and noted that the more the dates are tighten up the less friendly the process becomes for all parties involved.

The Association will provide the district with revised wording at the next meeting after discussion with the rest of the staff.

**Article 13.4- Annual Leave-** The Association proposed the following wording:

*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 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 of donations bearing identical dates of receipt. Any unused annual leave days shall be returned to the donor(s).*

The District and Association agreed to change the third sentence to read “no more than” rather than “no later than.”

**Article 17- Maternity/Paternity Leave –** The Association proposed the following wording:

*A teacher will be granted maternity/paternity leave following the birth or adoption of a child for thirty (30) days to be made up of accumulated annual leave days, and/or substitute pay being deducted from the teacher’s wages, in sequence and/or combination to be determined by the teacher. A teacher may be granted extended maternity leave beyond the thirty (30) days as determined appropriate to her/his situation by the physician and the teacher. Extended leave beyond thirty (30) days will be without pay. Upon returning to teaching, 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 asked the Association to explain their intentions behind adding the wording “in sequence and/or combination to be determined by the teacher.” The Association noted that teachers taking maternity leave would like the option to take leave without pay before using their annual leave days because when they return they have no leave left for illness and unexpected absences. The District stated that the current process of exhausting annual leave days and then taking leave without pay is best practice financially and that any other leave needed by staff for unexpected illness and such can be addressed under other articles such as Emergency Leave.

The District, upon the advice of Business Manager Ken Mosby, proposed changing the wording “The substitute teacher's pay, plus employer contributions (FICA, MEDICARE, Unemployment, Workers Compensation and Retirement), will be deducted from the teacher's daily pay for each day of additional leave.” This proposal by the District is an effort to reflect the actual expenses the district incurs when a substitute is employed to cover additional leave days. The District stated that this is a small expense, but over time these small expenses for the district become substantial. The Association asked the District to provide a detailed summary of what those expenses cover for the current and any possible increases in substitute pay. The District will provide the Association with these scenarios at the next meeting.

The District also proposed adding the wording “plus employer contributions (FICA, MEDICARE, Unemployment, Workers Compensation and Retirement), will be deducted from the teacher's daily pay for each day of additional leave” to Articles 14 and 17 where applicable.

**Article 14-** The Association proposed removing article 14 from the contract. It was proposed by both parties that additional leave be absorbed by Article 19- Emergency/Medical Leave.

**Article 19- Emergency/Medical Leave-** The Association proposed the following wording:

*In case of additional need of leave (insert possible reason? And except in cases of maternity/paternity?), a teacher may take up to sixteen (16) days beyond the fourteen (14) and any accumulated leave days may be approved by the principal each year. The substitute teacher's pay will be deducted from the teacher's daily pay for each day of additional leave. After a teacher has totaled thirty (30) days of annual leave and additional leave, subsequent leave days will be without pay.*

*A teacher will be granted up to one calendar year leave of absence without pay due to injury or illness, as determined appropriate to his/her situation by a physician. The calendar year will begin when his/her annual leave and granted extensions have been depleted. Upon returning to teaching, seniority and tenure status shall resume as when leave began and she/he will be entitled to all benefits held by other teachers.*

The Association and the District discussed the burden that is placed on the Principal each year because of having to decide what leave is deemed acceptable above annual leave days and thus approved and those that are not. The Association expressed concern about the ethical burden on the principal and/or individuals may abuse the use of additional leave days. The District stated that all teachers on staff are professionals and the leave is without pay and they are also paying for the substitute expense so they felt that it was unlikely that they would abuse them.

**Article 21- Salary Schedule-** The Association stated that they were not ready to make a formal request for any base increases, but noted that the Association was concerned with the growing discrepancy between what Gallatin Gateway School teachers make compared to other teachers in surrounding areas. The Association noted that their initial talks with their membership have tentatively concluded that the teacher may consider asking the District to approve a 2% base salary increase and the ability to bank an additional 20 annual leave days. The District will provide the Association with some different scenarios at the next meeting for what the District could potentially offer. The District would like to work with the Association to develop a five or ten year plan for salary increases so that the community and Board can plan for these future expenses. Both parties agreed that budget cuts are likely in the future, but should occur in other areas rather than teacher salaries because of the growing discrepancies between our District and other District's in the area.

The Association and the District will meet again Monday, May 19<sup>th</sup> at 4 pm.

## **ADJOURNMENT**

Meeting was adjourned at 6:12 p.m.

Erik Yager, Board Chair

Carrie Fisher, District Clerk