

May Special Agenda
Special Committee Meeting

The special committee meeting of the Board of Trustees of School District #35 has been scheduled for Monday, May 19, 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: May 19, 2008

TIME: 4:00 PM

PLACE: Gallatin Gateway School Library

MEMBERS

PRESENT: Celia O'Connor
Nikki Robbins

MEMBERS

ABSENT: Cheryl Thiem

STAFF

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

OTHERS

PRESENT: None

CALL TO ORDER

The meeting was called to order at 4:13 p.m.

PUBLIC COMMENT ON NON-AGENDA ITEMS

None.

PERSONNEL

The Board stated that they were impressed with the salary request presented by the Association at the previous meeting of a 2% increase to the base salary. The Board noted that they felt that both parties should be able to come to an agreement, but the Board wanted to discuss possible salary increases amongst themselves prior to discussing with Association again. They will meet prior to the next meeting. In addition, the Board would like to complete the negotiation process and ratify the contract in June, but no later than July. The Association agreed and felt that it would be possible.

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 were not ready to discuss adding this wording at this time to Articles 13, 17 & 19 because they were waiting to hear back from their MEA-MFT representative. The District provided the Association with a handout which summarized the total costs for different daily rates of pay for substitute teachers. The Association felt that with the information provided by the District they would be better able to explain the District's request to the MEA-MFT representative, which will allow them to discuss the wording at the next scheduled negotiations meeting.

Article 19- Additional Leave

The Association proposed the following wording for Article 19- Additional Leave:

In case of additional need of leave (i.e. Medical, emergency, personal, family) 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 Board and Association agreed to remove the words/phrases "due to injury or illness" and "by a physician." In addition, the Board and Association agreed to change the word "principal" to "administration". The Association noted that they were not ready to add the wording proposed by the District's Business Manager that states "...substitute teacher's pay, plus employer contributions (FICA, MEDICARE, Unemployment, Workers Compensation, and Retirement), be deducted from the teacher's daily rate of pay for each day of additional leave."

Article 17- Maternity/Paternity Leave

The Association 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 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, the teacher and the Board. Extended leave beyond thirty (30) days 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 time frame for when maternity/paternity leave should begin, especially in regards to birth or adoptions over the summer. After extensive discussion the Association and the Board developed 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 thirty (30) 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 thirty (30) 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 thirty (30) 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.

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 wording in Article 13.4- Annual Leave with no changes proposed at this meeting.

Article 11- Evaluations

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

The Districts evaluation program is designed to provide an opportunity for staff to set goal and objectives, including plans for professional growth and career opportunities, and 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- is a scheduled visited by the administrator to a classroom or any instructional or performance activity. Non-tenured teachers will be observed at 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 1st. The second evaluation will be completed prior to issuing of teaching contracts for the following year.

Evaluations of 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 to have a yearly evaluation or to develop and professional plan.

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

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 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 is a scheduled visited 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 1st. The second evaluation will be completed prior to the issuing of teaching contracts for the following year.

Evaluations of 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 Administration. Tenured teachers may choose with each contract to have a yearly evaluation or to develop a professional plan.

The District requested that the Association provide the District with all of the wording for Article 11- Evaluations at the next meeting in effort to review all of the wording, current and new, as a whole. The Association agreed to provide the District with the entire contents of Article 11-Evaluations at the next meeting.

Article 10- Personnel Files

The Board and Association tentatively agreed on the following wording for Article 10- Personnel Files:

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

Article 9.5 PIR Days

Article 9.5 PIR Days was discussed but no new wording was proposed by either party. The Board expressed concern about the ability to continually provide training and train teachers. Superintendent Kim DeBruycker offered to look into the District's ability to offer OPI renewal units for training provided by the District. The Association explained that teachers are currently out of the classroom for several days to conduct district assessments and would not like to be out of the classroom additional days for training. The District noted that trainings provided are relevant to the District curriculum and the professional development needs of the staff; making attendance optional very difficult for the District to agree to. The

Association asked the Superintendent if it was possible to have someone on staff or to hire someone to conduct all of the district assessments to students. Superintendent Kim DeBruycker stated that the OPI Reading First Specialist recommended that teachers understand the assessments and how the results can be used to improve classroom instruction; however she noted that many teachers have conducted the assessments and likely understand the results at this time. In addition, she noted that DIBELS is designed to be administered during class time, but is currently completed outside of class. Ms. DeBruycker also stated that hiring someone to only conduct assessments would be difficult because of the high risk of burn out on an employee administering assessments for long hours each day. The District stated that it is very important to the Board that teachers attend trainings offered by the District and that they may be willing to work on reducing the time teachers are out of the classroom for assessment. The Association agreed to rewrite Article 9.5- PIR Days to allow for teacher to petition the administration if they do not want to attend a specific training for the next meeting. Ms. DeBruycker will research the District's ability to offer OPI renewal credits for District trainings.

Article 9.1 Work Day

The Board and Association tentatively agreed on the following wording for Article 9.1 Work Day:

The regular workday for all full-time teachers will be (15) minutes before the student day and end forty-five minutes after the students are released, except on days when teachers attend staff meeting, then they are to stay until 4:30. On Fridays teacher may leave at 3:30. Part time teachers will have that time prorated (i.e. .5=22, .75= 33). Teachers may leave when the last bus departs in order to fulfill a scheduled appointment. Teachers will be docked one-hour of annual leave when this occurs. Any alternation of the time before and 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.

The following wording was developed and tentatively agreed upon by the District and the Association for Article 9.1 Work Day:

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, teacher 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.

On 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.

The Association and the District will meet again on Monday, June 2, 2008 at 4pm.

ADJOURNMENT

Meeting was adjourned at 5:55 p.m.

Erik Yager, Board Chair

Carrie Fisher, District Clerk