

Teton County School District #401
Minutes of 2014-15 Teacher Negotiations
District Office
Tuesday, June 10, 2014 - 5:00 PM

I. Open Session

Present: Monte Woolstenhulme, Becca Ross, Elizabeth Smith, Rachel Bates, Susan Pence, Julie Gottler, and Mary Madsen.

II. Call to Order

Mrs. Smith welcomed those in attendance and led the group in the Pledge of Allegiance.

II. Open Meeting: Proposal for Agreement

A. Approval of Minutes

May 20 Minutes approved.

B. Article 5: Working Conditions

Mrs. Smith stated that Article 5 was not completed last meeting.

One of the sections not finished was **Elementary Planning Time**. She read: Elementary teachers shall have a minimum of four hours a week of duty-free, self-directed planning time. Additional time will be provided as the school schedule allows.

The Association would still like to ask for the four hours of planning time.

Mr. Woolstenhulme stated he reviewed the current planning time with principals and they agreed planning time comes to about 3.5 hour at the elementary level. The administrators said they might be able to extend art, music, or P.E. time. A few restrains are if administrators are taking on recess duties and such, it would take them away from other duties. What would happen if something happened during that duty and they needed to attend to the issue? The constraint at the District level is paras are paid from different accounts. The two main accounts are the general account and the federal accounts. Federal money has stipulations. Paras paid from Federal money are not allowed to take on duties outside of the responsibilities of those constraints.

The Association and Mr. Woolstenhulme agreed that elementary teachers will agree to 3.5 hours with the goal of 4 hours. The Association will work with administrators to reach the goal of four hours.

One of the other sections not finished in Article 5 was **Duty Free Lunch**. Mrs. Smith read: All teachers will be given thirty consecutive minutes of duty-free lunch daily.

Mr. Woolstenhulme said that when reviewing this with administrators, they run into similar constraints. Paras cannot be doing all the duties. One thought he had was they have 3-4 days

build into the calendar for snow and cold days. Half an hour per week comes to 22.5 hours. With the snow/cold days, that comes to 24-30 hours of contracted time.

Mrs. Pence agreed that Monte's point is very valid, but she thinks it is equitable for all teachers to have a break during lunch. The intent of the request was to have it equitable among all teachers.

Mr. Woolstenhulme said that if individuals have a concern or are not getting lunch, they should address the concern with administrators.

Mrs. Pence suggested that they change the language to; teachers will be given thirty minutes of break for lunch. It will not always be duty free, but it guarantees they get a break.

The third item in Article 5 that was not complete was **Class Size**. Mrs. Smith read class size. Last time they discussed this, Mr. Woolstenhulme said he would like things to be that way, but he cannot commit to the request. Mrs. Smith suggested that they change the language to state this is the goal.

Mrs. Bates wanted to put a date or year to the goal, otherwise she doesn't think it will get done. Mr. Woolstenhulme stated that the Board is going for a bond, and using the supplemental to maintain the staff that they have now. They don't know what will happen with the bond in August. They don't even know for sure if the District will get the supplemental levy. The District is trying to meet the needs as much as possible, but financially they can't meet the goal right now. Mrs. Smith stated they would have it as a goal and work towards it together.

Mr. Woolstenhulme stated that policy 2240 has goals for class size. Should they change the Agreement to match policy? The Association just is it a goal so they can keep the numbers where they are at. Both parties agreed to work together to obtain the goal.

Mrs. Smith then read **Positive Work Environment**. Mr. Woolstenhulme said a, b, c, and d look good. He has one question on e. Item e leaves out the employee's direct supervisor; he thinks the employees should go directly to their supervisor then the next level up. It is reasonable to gather facts, but there are legal problems with other people accessing personnel files. He likes the idea of it though. Both parties agreed it should be attempted to be resolved with whom the situation exists. If the issue remains unresolved, the next step will be to contact the appropriate administrator or supervisor. At any level the employee may request association representation. The employee filing the complaint will be informed of the results after the course of action.

Freedom of Speech was not completed last meeting either. Mr. Woolstenhulme explained that the question is, when is it appropriate for staff to share their experiences, and when should it come as a statement from the Board or Superintendent? Ninety percent of the time it is fine for staff to share their opinions, but there is a crucial 10% that should only come from the District. If it is a District concern or School concern, it should come from the District or principal. If all staff made statements about the concern, it would send mixed messages to the media who then go to

the people. They need to find the balance. He also stated that he does not think Item c is needed. They should reference the Professional Code of Ethics.

Mrs. Pence asked if the employee is commenting as a parent if that is okay. Mr. Woolstenhulme said as long as they are not speaking for the District or school. Mrs. Pence suggested they put something in there about speaking after contract hours.

Both parties agreed revised Item a is good, Item b is good, and Item c is gone. Item d is fine.

Mr. Woolstenhulme asked to bring up snow days. The District does not dock staff for not coming to work on snow/cold days. Mrs. Pence stated that "snow days" is not part of any of their documents. Mr. Woolstenhulme agreed it is not but it would fall under working conditions.

Mrs. Smith went into caucus.

Mrs. Smith would like to table discussion on snow days. She asked that Monte bring a proposal for a future meeting if he would like to discuss snow days. Mrs. Madsen asked why he brought snow days up now. Mr. Woolstenhulme said he thought if staff do not want responsibility during lunch, then the contracted time should be accounted for. Mrs. Pence asked what the community will think about the District if it were not to pay its teachers on snow days. Mr. Woolstenhulme stated there is no other job that with bad weather you don't have to go to work but you still get paid. Mrs. Madsen stated teachers spend lots of extra time and money for their job.

C. Article 6: Leaves

Mrs. Smith read:

A. Leave With Pay:

Each certificated employee covered by this agreement shall be entitled to the following leave time:

1. Sick Leave:

One day of sick leave per month of service will be allowed per year. Certificated employees will not have their salaries deducted for use of regular sick leave regardless of the availability of a substitute. Sick Leave shall be granted.

a. Unused sick leave shall be allowed to be accumulated from year to year. Certificated employees can accumulate all sick leave allowed by PERSI

b. Sick leave is to be used for absences caused by personal or immediate family illness, accident, injury, preventative treatment, or health assessment.

c. Under Idaho law, portions of unused sick leave are available as severance allowance upon retirement for the purchase of medical insurance as listed in Idaho Code Section 33-1228-2.

d. The use of sick leave for maternity-related illness will be treated no differently than any other illness.

2. Sick Leave Bank:

a. Each certificated employee of the District, after having accumulated nine (9) sick leave days, may participate in the sick leave bank. To participate, each employee shall contribute at least two (2) days the first year and then at least one (1) day each year after. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. Once an employee has contributed for 9 continuous years and has at least 10 days of sick leave contributed to the bank, that employee will be vested in the plan and will no longer need to contribute days. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating certificated employees and full time support personnel upon recommendation of the Sick Leave Bank Committee. The purpose of the sick leave bank is to alleviate the hardship caused by absences from work necessitated by extended or recurring illness extending beyond the employees accumulated sick leave.

b. Application for use of the bank shall be submitted in writing to the Sick Leave Bank Committee for their recommendation. The committee shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of the illness at the time of application and from time to time after a grant has been made.

c. The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Association and the Board of Trustees. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.

d. In order for an employee to be eligible to apply for sick leave benefits from the sick leave bank, the employee must first: (1) be a contributor to the bank, (2) have been absent from work due to illness or accident, and (3) used all of his or her sick leave days, personal leave days, and two (2) days where his or her salary was reduced in full.

e. The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. The committee shall also determine the number of total days needed in the bank to keep the bank solvent. The committee will recommend to the school board any changes needed in the policy to keep the sick leave bank solvent.

f. The maximum number of days that can be granted in any (1) fiscal year will be the remaining number of days an employee is scheduled to work under his or her current contract. In no case will the granting of leave cause an employee to receive more than his or her annual salary for that year.

g. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident. Whenever an employee has been sick for a continuous illness lasting ten (10) working days beyond his or her own accumulated sick leave, the

committee may allow retroactive coverage for the two (2) on which the employee suffered full salary loss.

h. Bank grants to individual employees will not be carried over from one (1) fiscal year to another; all such grants will end at the termination of the school year. If a certified employee does not use all the days granted by the bank, the unused sick leave days will be returned to the bank. In no case shall an employee be granted more than a total of 180 days from the sick leave bank for all illnesses or disabilities during the current or subsequent employment within the District.

i. The sick leave bank may be used by those employees who are under a doctor's orders because of postnatal complications.

j. The Sick Leave Bank Committee shall consist of two (2) members appointed by the Teton Education Association and two (2) members appointed by the School Board. The committee shall develop and distribute rules and procedures for the orderly administration of the bank. The committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's records.

3. Bereavement Leave:

An employee who has a death in the immediate family shall be eligible for bereavement leave. The Superintendent shall have the authority to give bereavement leave for up to five (5) days. Bereavement leave of greater than five (5) days must be approved by the Board. Such leave shall not exceed ten (10) days, unless prescribed by a physician. For the purposes of clarification, the immediate family is defined as including father, mother, husband, wife, children, sister, brother, step-son, step-daughter, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, grandparents, and grandchildren.

4. Personal Leave

Each teacher is allowed four days of personal leave per year without penalty subject to approval of the building principal. Teachers will be reimbursed at the current certified substitute pay for each day of unused personal leave at the end of each school year. Personal leave requests must be made in AESOP at least three days prior to the day of the absence. All teachers will provide appropriate lesson plans for substitute teachers to cover the period of the intended absence.

5. School Holidays

The District designates the following days as school holidays:

1. New Year's Day
2. Memorial Day
3. Independence Day
4. Labor Day

5. Thanksgiving Day
6. Christmas Day
7. President's Day

No school sessions will be held on these days.

6. Jury Duty:

Whenever a teacher is called for jury duty that necessitates his/her absence from regularly scheduled duties, said teacher shall enter the absence into AESOP immediately. The employee shall not lose any salary or benefits due to jury service. Upon being excused from jury service during any day, an employee shall return to complete his/her assignment for the remainder of the regular workday.

7. Professional Leave:

Professional leave may be requested by any member of the certificated staff for the purpose of attending professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, or other appropriate activities. Professional leave may be granted to teachers who wish to participate in such activities, upon submitting a written request through their building principal not less than one (1) week prior to the professional meeting, outlining the purpose and projected cost of the conference.

Teachers will be compensated for professional leave at their regular rate of pay.

B. Leave without Pay

1. Sabbatical Leave of Absence:

a. Certificated employees shall be granted a sabbatical leave of absence without pay for one (1) year duration after full-time employment with the District for a minimum of five (5) continuous years. Requests for sabbatical leave shall be made to the Superintendent, who will recommend to the Board for final decision. The Superintendent will notify the employee within thirty (30) days of request if the request has been approved or denied and the basis of the decision. A one (1) year extension may be applied for in writing no later than March 30. A second year of sabbatical leave is only allowed if the second year immediately follows the original sabbatical leave of absence. The Superintendent will notify the employee of the Board's decision within thirty (30) days. Certificated employees granted a sabbatical leave of absence shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract. Insurance benefits may be retained by the employee on sabbatical leave by the employee assuming the cost of premiums. Employees must apply for sabbatical leave under this provision no later than March 15 of each year. Upon completing sabbatical leave, teachers shall return to their original positions, or an equivalent position in their field of certification. Only one (1) sabbatical leave of absence will be considered every five (5) years for each individual.

b. Certificated employees on approved sabbatical leave of absence will notify the Superintendent in writing no later than March 30 of intent to return the following

school year. Failure to provide information by March 30 would be indication of intent not to return and contract rights may be terminated.

2. Family Medical Leave (FMLA)

Employees are eligible for FMLA if they have worked for the District for at least one (1) year. Under certain conditions, eligible employees, if qualified, may be entitled to up to twelve (12) weeks leave with continuing participation in the District's group insurance plan. Eligible employees will be granted FMLA for any of the following reasons:

- 1) to care for the employee's newborn child, or placement for adoption or foster care;
- 2) to care for the employee's spouse, significant other, child, or parent who has a serious health condition; or
- 3) for a serious health condition that makes the employee unable to perform the employee's job.

Mr. Woolstenhulme went into caucus.

Mr. Woolstenhulme returned. Most of what is in Article 6 is covered in Board policy. That leaves the same question, if it is in policy, do you copy it or just reference the policy? Mr. Woolstenhulme then suggested that they put in the Agreement that policy will not change without input from the Association.

The Association went into caucus.

Mrs. Smith prefers to have it mentioned in the master contract. Mr. Woolstenhulme asked again if the Association would consider the request to reference policy and it would not change without Association input. Mrs. Pence would like the word negotiate rather than just input. Mrs. Smith said that would be fine to reference Board policy.

Mrs. Smith pointed out that the only difference with Sick Leave is the reference of what PERSI allows. Mr. Woolstenhulme found State policy 33-1217 and it says up to 90 days of accumulation of leave. Mrs. Smith stated that the salary schedule has always said 180 days.

Both parties went into caucus.

Mrs. Smith said they should change PERSI reference to 180 days. Mr. Woolstenhulme said he needs to look into this. Item 1a is tabled.

Mrs. Smith reread Sick Leave.

Mr. Woolstenhulme said that Item b is fine. He would like to add to Item c; shall be reported by the employer to PERSI. Mrs. Smith is fine with that.

Both parties agreed D is good with reference to Board policy.

Mrs. Smith said Sick Leave Bank was taken right from policy. Both parties agreed to reference policy 5401 and include Association input.

Mrs. Smith reread Bereavement Leave. She took it from 5400 and defined what immediate family is. Mr. Woolstenhulme suggested that other requests be approved by the Superintendent. Discussion on where bereavement days come from. Should they come from personal sick days, the sick leave bank? Mrs. Smith does not think it is fair for those who are contributing to buffer for those who are not.

Mrs. Smith reread Personal Leave. Mrs. Smith said it is not the same as policy. Mr. Woolstenhulme would like to see this policy cleaned up. There have been issues where people just put their day in Aesop and go without talking to the principals. Ten percent of staff being gone is not always followed.

Mrs. Smith stated she would like to finish negotiations, if they go over all this in this meeting, then they will have many more meetings. Discussion on policy and wording. Mr. Woolstenhulme suggested that coaches do not count as the ten percent. Mrs. Smith changed it to, "Personal leave must be requested in writing to building principal and then entered into Aesop three days prior to the leave." Mrs. Pence suggested that they think about emergency situations. They should add that building principals may consider exceptions to the three day rule in case of an emergency. Both parties agreed.

Mrs. Smith reread School Holidays. Both agreed to reference Board policy 5440.

Mrs. Smith reread Jury Duty. They decided to reference Board policy 5412.

Mrs. Smith reread Professional Leave. Mrs. Smith suggested just referencing policy 5400.

Mrs. Smith reread Leave without Pay. She explained that this would have no risk to the District because the Board would have to approve it. Mr. Woolstenhulme stated that he sees the benefit for the employee. His concern is how would you fill that assignment with the kind of person you are looking for? The sub would have to be Highly Qualified in that area. Some areas are harder to fill than others. Mrs. Pence stated that in those hard filling requests, the Board would not have to grant the request. Mrs. Smith said she could see Leave without Pay allowing teachers to go and get more of an education. Mr. Woolstenhulme said he is okay with it if it is contingent upon the District's ability to employ a qualified replacement.

Both agreed to Item a and Item b.

Mrs. Smith reread FMLA. Both were fine with referencing policy 5410 and 5410P.

Mr. Woolstenhulme approved Bereavement Leave.

D. Next Meeting

Mr. Woolstenhulme asked if they want to move the next meeting times up a little bit. Thursday's meeting will be moved up to 4:00 p.m.

No other business, meeting ended 8:45 p.m.