

Teton County School District #401  
Minutes of 2014-15 Teacher Negotiations  
District Office  
Tuesday, May 20, 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 13 Minutes approved.

**B. Insurance Clarification**

Monte had a question about the meeting agenda. The insurance deadline is July 1. Benefits is one of the last items on the agenda, will that be enough time to work through to get in by the renewal date? Can that one item in benefits be moved up in order?

TEA went into caucus.

Mrs. Smith said that would be fine.

**C. Grievance Procedure**

Mrs. Smith read:

Article 4A: Employee Grievance Procedure

1. Purpose - The purpose of the grievance procedure is to provide a framework in which District employees and its clients may work toward solving problems as they arise and to guarantee fair treatment.
2. Informal Resolution - It is expected that all parties to a disagreement, complaint or problem will initially attempt to solve such problems at the lowest possible administrative level before filing a formal grievance.
3. Formal Resolution - The teacher shall be bound by the procedure established below if a formal grievance is filed.
4. Definitions
  - a) Grievance: A written claim by certified and/or classified employees, group of certified and/or classified employees or the Teton Education Association, that a dispute or

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disagreement exists involving interpretation or application of the terms of this agreement or of an existing Board policy or practice, or that an employee has been treated unfairly or there exists a condition which jeopardizes employee health or safety.

b) Grievant: Any certified or classified employee or the Association making the claim.

c) Days: Reference to "days" regarding time periods in this procedure shall refer to working days.

## 5. Procedures and Timelines

a) Within thirty (30) work days from the time an employee knew of the act or condition which is the basis of the grievance, the grievant may file a grievance at the lowest administrative level at which a decision can be made.

b) If a grievance is filed which might not be resolved at lowest possible level under the time limits set forth herein prior to the end of the school year, the time limits set forth herein may, by mutual agreement, be reduced so that the grievance procedure will be concluded prior to the end of the school year or as soon thereafter as is practical.

c) A written grievance shall meet the following specifications:

i. It shall be specific

ii. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation

iii. It shall reference the specific policy that has been violated.

iv. It shall state the relief requested.

v. It shall contain the date of the alleged violation.

vi. It shall be signed by the grievant.

d) The time limits for decisions or appeal are the following:

Level 1 - five (5) working days

Level 2 - ten (10) working days

Level 3 - twenty (20) working days

Level 4 - twenty (20) working days

Level 5 - twenty (20) working days

e) Levels are defined under item 6.

f) Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time shall be considered acceptance of the relief requested by the grievant.

## 6. Levels:

Level 1: The building principal (or immediate supervisor) or designated representative

Level 2: The Superintendent or designated representative

Level 3: Mediation

Level 4: The Board of Trustees

Level 5: Arbitration

If the grievant is not satisfied with the disposition of the grievance at any level, it may be appealed to the next level. If the grievance remains unresolved at the conclusion of level 4, it may be submitted to an arbitrator at the discretion of the Association provided notice is given to the Superintendent within the time limits provided.

## 7. Miscellaneous Provisions

- a) Cooperation: All parties shall cooperate with the investigation of any grievance.
- b) Non-Reprisal: No reprisals of any kind shall be taken by the Board, the administration, or any person covered by this Contract for his or her participation in a grievance procedure. Reprisal includes placement of the grievance into the District employee's personnel file.

Mr. Woolstenhulme excused himself to go into caucus.

Mrs. Smith asked if Mr. Woolstenhulme would like to work on 4a. Mr. Woolstenhulme stated that he is not in agreement with Article 4. The Board has a grievance policy and things in the master contract can only be for certified staff, not classified.

Mrs. Pence stated she likes the time limits that this policy puts in place. Monte agreed but if the times need to be adjusted in Board policy, it should be brought to the Board's attention and changed in policy. Mrs. Pence said she would like to see this in the Master Contract because Board policy can change at any time. She wants something that is solid and that cannot be changed. Monte asked for an example of when the Board has changed policy. Mrs. Pence said they review policy every month, but she would like something that is binding for the whole year. Monte stated he would still like an example, he is not aware of the Board making any quick decisions. The Master agreement excludes public input. Mrs. Pence said public comment is at the very end of meetings which is usually late. She stated that this grievance policy would solve complaints at a low level and quickly. This is important to teachers and students. Mrs. Smith noted that Board policy can change, not that they usually do, but they can. Mrs. Gottler asked what part Monte objects to. Monte said it is already in policy and it does not have the authority to include classified staff. It excludes public feedback. He does not see a reason to duplicate a policy. Discussion continued.

The Teachers' Association went into caucus.

Mrs. Smith said they feel it is important to have a grievance procedure in the master contract. Monte said some districts don't have one in their contract. Mrs. Smith said it is important to the TEA to have one in their contract. Monte said the Board also thinks having a grievance policy is important which is why they have it in policy. Mrs. Smith said grievance has been a problem in the past which is why they want it in the contract. Monte stated that the standard teacher contract says to follow board policy. If there are two grievance procedures then there are two to reference. Having two would just add to confusion. The TEA represents 88% of the 100 or so certified staff. There are another 130 or so classified staff and administrators that he is responsible for.

The Teachers' Association went into caucus.

Mrs. Smith stated she is disappointed that they were not able to have any good dialog on article 4. She suggests that they begin working on Working Conditions.

## **D. Working Conditions**

Mrs. Smith read:

### Article 5: Working Conditions

1. Planning Time - The Board, administrators, and the Association acknowledge that teachers donate significant personal time working outside school contract hours for the benefits of the District and its students. The Board, administration and the Association agree that teachers shall be provided with as much time as is reasonable to prepare the classroom environment and to prepare for classes and students during contract hours.

Minimum planning time at each building level shall be as follows:

- a) 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.
- b) Middle school teachers shall have the equivalent of one class period of duty-free, self-directed planning time daily. Planning time will be continuous.
- c) High school teachers shall have the equivalent of one class period of duty-free, self-directed planning time daily. Planning time will be continuous.

### 2. Duty-Free Lunch

- a) All teachers will be given thirty (30) consecutive minutes of duty-free lunch daily.

### 3. Faculty Meetings

- a) Thirty (30) minutes per five day instructional week may be scheduled for building level faculty meeting or building level committee meetings. Every effort shall be made to keep these meetings to thirty minutes, but if a meeting exceeds that time, it is the responsibility of the certificated employees to stay for the remainder of the meeting when possible. Faculty meetings may be held either in the morning or the afternoon based upon a majority vote of the teachers within a building.
- b) Upon request, the Association shall be included on each building faculty meeting agenda.

### 4. Working Days

- a) Work Day: The employee work day shall be a standard seven and a half (7.5) consecutive hours inclusive of a duty-free lunch period, no less than thirty (30) consecutive minutes. All teachers will be expected to be at school from 8:00 a.m. through 3:30 p.m., with adjustments subject to building administrator approval.
- b) If a school duty causes the District employee to start the day earlier than 8:00 am or end later than 3:30 pm, then the teacher's hours will be adjusted accordingly to seven and a half (7.5) consecutive hours.
- c) Five (5) non-teaching work days shall be scheduled during the school year as follows:
  - i. Teachers shall be given one full day prior to the first student contact day of the school year. On this day, teachers will be given time to prepare their classrooms for the start of the new school year.

- ii. At the end of each quarter, teachers shall be given one day to work on lesson plans and grading.
- iii. Teachers shall be given one day at the end of the year to work on all necessary tasks.
- iv. No scheduled meetings or trainings will occur on these work days.
- d) The teacher work day shall begin at 8:00 am and end at 3:30 pm. Adjustments to this schedule are subject to building administrator approval. If a teacher has a duty outside of these hours, then the beginning or end contract time will be adjusted accordingly.
- e) When certificated District employees are required to participate in parent-teacher conferences, they shall only be required to work one-half of the school day.
- f) Elementary school employees shall vote on the scheduling of Back-to-School night, and be given flex time to compensate for this required evening events.

## 5. Class Size

a) The Board, administration and the Association recognize the benefits gained from reasonable class size and shall make every reasonable effort to distribute the existing student load equitably among the available teaching staff within each building, and keep class size as small as possible.

|              |                       |
|--------------|-----------------------|
| Grades K-1:  | 20 students per class |
| Grades 2-3:  | 23 students per class |
| Grades 4-6:  | 24 students per class |
| Grades 7-12: | 26 students per class |

b) Within each building, concerted efforts shall be made to maintain equitable class sizes and subgroup distribution within the teacher's schedule and within each department except when configuration is based on an instructional model.

c) Teachers and administrators will work to resolve issues at the lowest possible level. After attempting this, if no resolution is reached, in those classes where the teacher believes the class size or subgroup distribution is excessive or inequitable, the affected teachers(s) may request a meeting to include the teacher, a representative from the Association, the principal or an administrator selected by the Superintendent to discuss the situation and attempt to arrive at an acceptable solution.

Mr. Woolstenhulme and the Teacher's Association went into caucus.

Mrs. Smith reread Planning Time.

Monte said from his understanding that is already in place for item b and c at the middle school and high school. He would need to review the elementary planning time with the administrators to see if that is already in place or what adjustments would need to be made.

Mrs. Smith said she calculated 3.5 hours but half an hour of that is with the counselor. That counselor time is not consistent in all the buildings though.

Monte asked if when the art teacher or music teacher is there if the teacher's attendance is also required. He will talk to the principals and see what they can do.

Mrs. Smith reread Duty Free Lunch.

Mr. Woolstenhulme's asked how the District should pay for this request. From what he understands, THS and TMS duties are rotated. He thinks it is a good idea but would need to look at what is happening now, how they would staff the request, and how the District would pay for it. Having a parent volunteer would not be an option because the District has a legal responsibility. The District would need to know a plan before agreeing to implement the request.

The TEA suggested increasing hours of a para. Mr. Woolstenhulme stated that this year they are working on restoring cuts from last year. There is not room to grow people's hours. They have to use the staff they have. He thinks it is a reasonable request but would need to know how they would meet the request before agreeing.

Mrs. Smith reread Faculty Meetings.

Both parties agreed to strike Item B because they already agreed upon it.

Mr. Woolstenhulme asked how often meetings are happening right now. The TEA said the high school is good. TES has one 30 to 90 minutes a week. DES 30 to 45. VES has a facility meeting after school once a month and meets as a grade once a week.

Mr. Woolstenhulme asked for clarification. Some administrators are split between buildings. He would like to add a line "in coordination with the building principal." He thinks there should be some collaboration with the principal. The two parties discussed wording. Both decided Faculty Meetings, A is agreeable.

Mrs. Smith read Item A in Work Days.

Mr. Woolstenhulme referenced the salary schedule as it says similar things. He is fine with it except for the duty free lunch, at least until there is a solution.

The TEA talked about tabling it but decided to take out the duty-free lunch section. Both parties found that to be agreeable.

Mrs. Smith read Item B in Work Days. They put this part in to be equable with all employees.

Mr. Woolstenhulme said he sees the need but what if they are there at 7:30 and want to leave a half hour early and there are students still there? He doesn't think the teachers would leave their students but he does not want to risk that happening and it being okay. Mrs. Smith asked if it

would be acceptable to add subject to administrator approval. Mr. Woolstenhulme said yes. He wants to be respectful of the time teachers are putting in, but wants to be sure that communication must happen with the principal. Both parties agree.

Mrs. Smith read Item C in Work Days.

Mr. Woolstenhulme noted that there are currently PD and staff development days in the calendar, does that line up with this request? One request he had was the flex day. Some people prefer to have it before school or after the school year. Discussion on the flex day and how to word it. No meetings will be longer than 30 minutes on those work days and March 20th will become a grade day for the end of the quarter. Item C is agreeable.

Item d was a duplicate and was taken out.

Mrs. Smith read Item E in Work Days.

Mr. Woolstenhulme reviewed the current parent teacher conference days in the 2014-15 calendar. His concern with this request is that it would affect student days. Parent teacher conference is time compensated and has been during his time as superintendent. Both parties decided to scratch item e.

Mrs. Smith read Item F in Work Days.

Mrs. Smith noted to add the Middle School in item f. Mr. Woolstenhulme asked what Back to School night entails from teachers. Discussion. Both parties decided it would be up to two hours and agreed upon Item F.

Mrs. Smith read Class Size, Item A.

Mr. Woolstenhulme said the request is a great goal. The District is overstaffed by 12% from what the State funds the District for. Other districts, such as Sugar, are 5%-9.5% understaffed from what is funded by the State. That is a 20% difference. He does not see any way to improve class sizes without increasing the supplemental value, getting rid of an administrator, or by cutting in other areas. Many districts have eliminated support staff such as art, PE, and music. If there is something that the District can do to meet that goal, he would love to know. Administrators have been doing everything they can to keep class sizes small.

Mrs. Pence asked if the District could sit down with the TEA and look at ways to change class sizes. Mr. Woolstenhulme said yes. Class Size Item A is tabled.

Mrs. Smith read Class Size, Item B.

Mr. Woolstenhulme would like to specify ESL, Special Ed...He thinks they should look to the specialty staff and would like to put that into the agreement. Discussion on wording. Item B in Class Size is agreeable.

Mrs. Smith read Class Size, Item C.

Both parties caucused.

Mr. Woolstenhulme asked that they enter "may" include association. Teachers should be able to invite the Association if the teacher would like. Discussion on wording to become agreeable.

Mrs. Smith asked to table the rest of Article 5 until June 10th. Meetings were scheduled for June 11th and 12th as well.

Mr. Woolstenhulme asked about when they would discuss insurance. If they do too much in June with this then it will end up excluding a big group of staff that are off during the summer. A summary on insurance will be sent out to staff along with a survey before the end of school.

No other business, meeting ended 8:45 p.m. Roughly 20 people in attendance.