

NEGOTIATION MINUTES

June 8, 2015

DISTRICT ADMINISTRATION PRESENT: Amy White, Tim McMurtrey

MHEA PRESENT: Luke Franklin, Rich Urquidi, Terri Sanders, Topher Wallaert

OTHERS PRESENT: Marilyn Kellerman, Rhonda Urquidi, Denise Weis, Robynn Schipani, Janet Hughes, Cliff Ogborn, Jack Walborn (about 1-hour), Rebecca Lyon, Rosemary Ash, Karen Kohring, Albert Longhurst, Roberta Lockett

MINUTES: Sharon Whitman

NEGOTIATIONS STARTED: 9:04 a.m.

These negotiation minutes are a transcript of the conversations of the negotiation meeting. The intent, meaning, and direction of the conversations are transcribed below; most every word spoken has been transcribed. The negotiation meeting was recorded by both the District Administration Office (Board or District) and the Mountain Home Education Association (MHEA or Association). For a copy of the audio, please contact either the MHEA (Richard Urquidi) or the District Office (Sharon Whitman).

Where the term “master agreement” and “master contract” are used, the true name of the document is Collective Bargaining Agreement (CBA) and is used in place of it.

1. Welcome – (Rich handed out the day’s agenda)

Mountain Home School District and Mountain Home Education Association Bargaining Session Agenda June 8, 2015		
Item 1:	Welcome/Introductions	
Item 2:	Review of Previous Minutes June 3, 2015	
Item 3:	Other MHEA Budget Presentation	
Item 4:	Old Proposals	
	District Solutions Team: (Counter #1)	DIST/MHEA
	Association Representative Status (Counter #1)	DIST/MHEA
	District/Association Educational Collaboration	DIST
	Reimbursement for Costs – In-Service	DIST
	Reimbursement for Costs – Traveling Staff	DIST
	Job Sharing	DIST
	Secondary Preparation Time	DIST
	Elementary Preparation Time	DIST
	Extended Employment	DIST
	Contract Year	DIST
	Leave Without Pay	DIST
Item 5:	New Proposals	
Item 6:	Set Next Meeting Date	
Item 7:	Adjourn	

2. Review Previous Minutes - June 3, 2015 –

- Amy – I'm only on page 9 out of 55 pages and I have only come across one thing and it's on page 6, when Cliff talks about PPS and the line that says, "...other than the fact that they cannot have kids..." it should say, "...do not have kids..." because some PPS can at times have kids...very minor, but that is the only thing I've seen so far. Have you [Rich] had a chance to read it?
- Rich – I haven't...do you want to table it 'til next time?
- Amy – why don't we delay this until the next meeting.
- Amy – there were....one other thing [on the minutes] I want to correct or clean up, because as I looked at it I thought there could be a misperception of it...and I want everything as transparent as possible. I gave you [MHEA] the math on the insurance, and what I was doing...I was not giving you the increase amounts, I was giving you the total amounts and I want to make sure I give you the actual increase amounts. I had Cliff do that math for me, so it was account math and not lawyer math. The Regence renewal is approximately \$420,000, the SelectHealth option 1 is \$272,000, SelectHealth [option] 2 is \$241,000, SelectHealth [option] 3 is \$211,000, SelectHealth option 4 is \$157,000, and [SelectHealth option] 5 is \$95,000. I just to make sure we are all on the same page with that, so that you didn't think I was telling you that was the increase amounts.
- Amy – I see you [Rich] have an agenda here and it looks exactly like what we discussed the last time...that's fine...that's where we were...actually, can we add an item 2A? ...and that was just the information request.

2A.Requested Information –

- Amy – I want to make sure you [Rich] got what you requested [financial information from Cliff] and [that] we have all the information on the table that we talked about at the last meeting. I know you picked up the financial information from Cliff...or someone did. The insurance, the list of providers...do you have those [Rich]?
- Rich – no.
- Robynn – I made copies of them (*handed out the list of the providers*).
- Amy – great...I have copies too...I don't have enough for everybody.
- Amy – I didn't notice in reviewing these that any of them jumped out at me as being base doctors, but you [insurance committee] probably know better than I, being out here, as to whether any of these individuals are also on the base. The more I thought about that...so if you're [teacher] going to a physician on the base, you are going to have two insurances, the District and Tricare, so you'll be covered either by your primary (District) in network and (Tricare) secondary. Luke, did you have any luck on finding any others [school districts] that have SelectHealth?

Adams, Christopher, DPT - Physical Therapist Mountain Home Physical Therapy 230 E 5th N Mountain Home, ID 83647 (208) 587-4944	(208) 587-3688	Mountain Home, ID 83647-2143 (208) 587-0703
Badrbridge, Scott, DO - Family Medicine St. Luke's Clinic - Family Medicine 805 N 6th E Mountain Home, ID 83647-2207 (208) 587-2490	DeLange, Taimage, LCPC - Counselor Taimage Vu, DeLange LCPC 2370 S E Mountain Home, ID 83647 (208) 724-8120	Olson, Karl, MD - Family Medicine St. Luke's Elmore Medical Center Physician Group 805 N 6th E Mountain Home, ID 83647 (208) 587-8431
Beck, Dawn, NP - Nurse Practitioner Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688	Emminger, Mark, MD - Family Medicine Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688	Roberts, Layne, DO - Family Medicine Doctors Clinic of Elmore County 2000 American Legion Mountain Home, ID 83647 (208) 587-1500
Boothe, John, PA-C - Physician Assistant Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688	Finch, Sandra, PhD - Psychology Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688	Roth, Rhonda, OT - Occupational Therapy Advanced Therapy Care 245 N 3rd E Mountain Home, ID 83647 (208) 587-4255
Brininger, Timothy, MD - Family Medicine St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647-2143 (208) 587-9703	Frankton, Joseph, PA-C - Physician Assistant Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688	Sandis, Charles, PT - Physical Therapist Peak Physical Therapy 1909 Airpark Rd Mountain Home, ID 83647 (208) 587-1777
Bull, Courtney, SLP - Speech-Language Pathology Advanced Therapy Care 245 N 3rd E Mountain Home, ID 83647 (208) 587-8255	Johnson, Stephen, DO - Family Medicine Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688	Schwartz, Terrence, PA-C - Physician Assistant Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688
Chamre, Michael, MD - Obstetrics and Gynecology St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647-2143 (208) 587-9703	Kietler, Jeffrey, DC - Chiropractor Kietler Chiropractic Clinic 687 Old Hwy 31 Mountain Home, ID 83647 (208) 587-4004	Sessions, Scott, PT - Physical Therapist Mountain Home Physical Therapy 230 E 5th N Mountain Home, ID 83647 (208) 587-8844
Coombs, James, MD - Ophthalmology Southern Idaho Ophthalmology 806 N 6th E Mountain Home, ID 83647-2206 (208) 830-9806	Legas, Karissa, SLP - Speech-Language Pathology Advanced Therapy Care 245 N 3rd E Mountain Home, ID 83647 (208) 587-8255	Smith, Delmar, PA-C - Physician Assistant Doctors Clinic of Elmore County 2000 American Legion Mountain Home, ID 83647 (208) 587-1500
Credella, C. Travis, DO - Pediatric St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647-2143 (208) 837-9703	Lyubansky, Yurly, MD - Internal Medicine St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647 (208) 587-9703	Starkey, Richard, MD - Family Medicine Dr. Richard E. Starkey MD 805 N 6th E Mountain Home, ID 83647 (208) 587-0706
Crossley, D. Daniel, MD - Family Medicine St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647-2143 (208) 587-9703	McCullister, Patricia, NP - Nurse Practitioner Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688	Swanson, Todd, MD - Family Medicine St. Luke's Elmore Medical Center Physician Group 805 N 6th E Mountain Home, ID 83647 (208) 587-8401
Crossley, D. Daniel, MD - Family Medicine St. Luke's Elmore Medical Center Physician Group 805 N 6th E Mountain Home, ID 83647 (208) 587-8401	Marell, Mark, PA-C - Physician Assistant Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647 (208) 587-3688	Taylor, Michael, MD - Urology St. Luke's Elmore Specialty Clinic 805 N 6th E Mountain Home, ID 83647 (208) 860-3908
Custer, Gregory, LCPC - Counselor Desert Sage Health Center 2280 American Legion Blvd Mountain Home, ID 83647	Meece, Emily, PA-C - Physician Assistant St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647-2143 (208) 587-9703	Walker, Erika, MD - Pediatric Cardiology St. Luke's Children's - Cardiology of Idaho 800 N 6th E Mountain Home, ID 83647 (208) 336-6188
Mahonen, Timothy, MD - Family Medicine St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647-2143 (208) 587-9703	Mohonen, Timothy, MD - Family Medicine St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647-2143 (208) 587-5401	Webb, Darby, MD - Otolaryngology St. Luke's Clinic - Otolaryngology 805 N 6th E Mountain Home, ID 83647 (208) 328-2800
Mohonen, Timothy, MD - Family Medicine St. Luke's Elmore 805 N 6th E Mountain Home, ID 83647-2143 (208) 587-5401	Olson, Karl, MD - Family Medicine St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr	Williams, Matthew, MD - General Surgery St. Luke's Elmore Specialty Clinic 800 N 6th E Mountain Home, ID 83647 (208) 860-2808
		Ziela, Krzysztof, MD - Family Medicine St. Luke's Clinic - Trinity Mountain Medical 465 McKenna Dr Mountain Home, ID 83647-2143 (208) 587-4203
		Ziela, Krzysztof, MD - Internal Medicine St. Luke's Elmore Medical Center Physician Group 805 N 6th E Mountain Home, ID 83647 (208) 587-8401

- Luke – I know that Glens Ferry uses Selecthealth, and I did not have very much success finding others...I don't know if they're [SelectHealth] just breaking in...I haven't been in the office much, as you can imagine, so I could easily get something back from other folks, that they are using SelectHealth...
- Rich – ...we got back some information that Glens Ferry is using SelectHealth and their's went up 29% this year....so I think it was like last year...it went up 29%.
- Amy – I tried to call Pocatello and they're on summer schedule, so 4/10s [Monday-Thursday for 10-hour days] and Fridays off, so I have a call in on that, because that would probably be the largest [school district] on it.
- Rich – there was a [Idaho] Statesman article, but I can't remember if it had SelectHealth in there [article] or not...it did...they had health stuff in there...or...
- Amy – ...and they [SelectHealth] have only been in business for...or existed here...for about three years, so I'm sure we [table] aren't going to find a whole lot of history problems.
- Amy – I gave you the corrected numbers on the insurance...or rather the clarified numbers on the increase.
- Amy – Terri asked a question about travel pay out between buildings...there is currently...the way things are set up...intended for next year's schedule...nobody [teachers] will be traveling from building to building that would qualify for it...so that is good news. At least, that is the status on that.
- Amy – did I cover everything?
- Rich – I have...since we're kind of right there...I have a couple of things with that...do you [Cliff] know if there was a fee in SelectHealth...we did talk about opting out...if there was a small fee?
- Cliff – for what?
- Rich – for the military...if we do consider the military opting out...is there a fee?
- Cliff – no.

- Amy – I understand where you [Rich] are heading with that...my biggest concern is if you make the pool smaller...are taking out...
- Rich – ...sure.
- Amy – there's going to be pluses and minuses.
- Rich – its...kind of a couple of clarifications...military doctors are on our insurance right now, so...how...the deal with that is that it depends on how they're [military affiliated employees] covered, so if they go out to the base, the base takes care of them depending on what coverage they have. The base would send it to Regence and Regence will deny it and the base...so the base will do all the legwork for them...I guess.
- Rich – did SelectHealth talk about if a doctor who is not on St. Luke's, will they help them to try to get into that?
- Amy – I remember the insurance committee discussed that at the last meeting. They want to encourage...if you [MHSD employees] have a physician who is not on the list to encourage that communication flow.
- Denise – they also talked about contacting that doctor's office and seeing if they would jump aboard, if not, there would be some fee...
- Amy – ...out of network costs.
- Rich – the next one...so since we've never really had insurance...the committee has already taken care of that...so what the timeline...are we constrained?
- Amy – [Tim] you want that turned around quickly...
- Tim – yes, by July 1...we need it by July 1, because you've [MHSD] got employees that are coming on board July 1, so want them to have that health coverage...
- Terri – ...but their health coverage starts in August...September...
- Tim – July...we have July employees...we have year round employees.
- Amy – that's true, you have year round employees versus your teachers...your right because they are on the same policy
- Amy – it's my understanding and insurance committee, please correct me if I'm wrong...as the insurance committee has selected SelectHealth, and you have not selected which one [option] you are leaving that for discussion at the table?
- Robynn – I believe...after we looked at it and budget wise...selecting for the [school] district as a whole, we would recommend SelectHealth versus...
- Amy – ...renewal of Regence...okay.
- Rich – so if we stay with and renew Regence, what is the increase?
- Amy – (*referring to her earlier clarification at the beginning of the meeting*) 27.82% increase approximately \$420,000-430,000
- Rich – that is the increase?
- Amy – that is the increase...monthly cost...excuse me, total cost.
- (*Amy and Rich referring back to the insurance information sheet*)
- Amy – it's the first...
- Rich – ...that one right there [referring to insurance information sheet]...we didn't put those numbers on that one [Association's copy of the insurance information sheet]...so...
- Amy – ...we didn't spend a lot of time talking about that one...
- Rich – ...so renewal with what it is right now... is an increase of...sorry...
- Amy – ...\$420,000...it's this one right here [referring to insurance information sheet]
- Rich – ...oh, it's that one [one of the columns on the information sheet]...I was thinking...I got it.
- Amy – you're on (*inaudible*).
- Rich – ...I was on...I got it.
- Tim – it's that right there [pointing to insurance information sheet]...
- Rich – ...I got it...I have it right here...I...sorry...thank you...it must be Monday.

- Amy – any other...you [Rich] have a list...do you have any other questions from that list?
- Rich – [Richard] McKenna is only going to open [grades] K-1.
- Amy – that helps.
- Rich – yes, that helps.
- Amy – it sort of maximizes out the total number the first year, but it [McKenna]...trend wise, it's a concern, so keep an eye on it.
- Rich – sure...I would agree with that also.
- Rich – so we have a little...
- Amy – ...you want to talk about budget...
- Rich – ...yes, a budget presentation, so I'm going to turn that over to Topher.

3. Other – MHEA Budget Presentation

- Topher – I would like to give you [District] a family background history...so talking about budget constraints, a lot of the things that we [table] discussed today is what your (inaudible) looks like, so I looked at my family. I'm the only provider in my family because my wife stays home. We have two children, and we bought a house last August, so it's the first house that we bought (inaudible). We currently...I do not have my wife on insurance with the school district, because if I did, it would be an extra \$400+ to have her on my insurance, which would take away from the paycheck that I bring home every day [month], and seeing that we live from paycheck to paycheck due to regular bills, school bills for my Master's Degree...I've actually decided to go back to school again, which put those bills into deferment for now, we just could not afford to have my wife on the insurance with me, so she is with BlueCross. She has her own insurance with BlueCross of Idaho and my children, because I'm the only provider and don't make enough, actually qualified for welfare for the State of Idaho, so the State is paying for my two children until eighteen years of age...after that, I expect them to have a job where they have insurance...
- Amy – ...so they [children] are on CHiPS [State program providing insurance for children]
- Topher – yes, so we technically can't afford much of what we are doing and I know that we aren't the only family this way; however, my wife and I did make a decision that she would be a stay at home mom, which is also why I work on the fire department, which is why I take coaching jobs, which is why I do things through the summer, so that I may have that extra income to help, so when we're talking about these negotiations...and I know that finance are a big, big thing. As a person within the school district I walked into teaching not expecting to make millions, I walked into teaching because I love students and I want to see them succeed, on the other hand, I walked into teaching expecting to provide for my family and do what I can to make sure that my children are paid for...taken care of...my wife taken care of, and ...that's what I really want to see, as a teacher, what we can do...because I know that I'm not the only teacher in this [school] district that's that way, do we make it work...we do...it's tight a lot of time. We don't get to go out to dinner as much as we'd like to, we don't get to have the fun toys that a lot of other people do, in fact when we decided to take care of our lawn at home we had to budget it; whether or not I was going to get feed for the lawn, how we are going to fertilize the lawn...we have to budget stuff like, and for a lot of people that's just like a very common thing [to do]. So to be honest with you, the reason I'm telling you this today is because that's really, personally what I'm going through. I became a part of this negotiations team one to learn, and two listen, and you tell me at times that I don't talk much, well that's because I'm here to listen, to kind of feel, how are we [teachers] being supported [by the District], how are we as teachers being supported to help with our families, and that's a big thing for me, my family is number one and will always be. I don't do that to put a guilt trip on anybody [District], but I do want to do that to open up the eyes of what is going on with teachers.
- Amy – Topher I truly understand where you are coming from because I hear this from all over the state...and you're absolutely right...no one went into teaching expecting to have their children on CHiPS or expecting...you didn't expect to get rich, but you didn't expect to have it the way it is. I don't disagree with that at all, and you're absolutely right, it's the conflict between the budget driving these

issues and it's one of those unfortunate realities, what we [District] can do about it is that we can try our best, but I understand your point.

- Amy – from what you're telling me, we [table] talked about insurance, we talked about bottom line in the pocket...from your [Topher] perspective, and just yours, I don't hold the team to what you say unless they agree, but from your perspective, which is more important to you, the insurance end, or the take home end in your paycheck? Not only do we have the budget conflicting what we can spend, we have a chunk of change here, and we have conflicting interests on what that gets spent on.
- Topher – that's actually a great question and to answer that question, it really depends, because as a young teacher I'm going against veteran teachers, and veteran teachers want the insurance, and I respect that...as a younger teacher who is looking at \$50,000, 60,000, \$70,000 in school bills and by the time I'm done with my doctorate, I'm looking at \$180,000...I'm looking at take home as a younger teacher, but anything that I've ever learned is I secede to those who are my elder [veteran teachers], because they need to be taken care of first, and honestly they need to be taken care of first because is them who drive what we do and it's the younger who come up in ranks.
- Amy – but at the same time you need to eat too Topher.
- Topher – and like I said we do make it work...it's hard, and that's why I came into teaching not expecting good pay, but I...I support my other teachers.
- Amy – again we're [table] finding...budget and reality of what we can spend, what we have we can spend, it's insurance versus take home [pay] and even that breakdown is...you're right...between the younger teacher who wants...maybe it in the paycheck...you're healthier...less insurance use versus the senior teacher who is maybe more interested in the insurance...there's a lot of conflicting interests in this conversation here.
- Topher – let me add to that, last year alone I personally had about \$5,000 in medical bills...personally
- Amy – so it is an issue as well?
- Topher – it can be, but am I expecting that [pay] to be that way all the time, no...I am not. For veteran teachers who have been in for 20+ years, I think that is what their concern is and I want to make sure that is taken care of for them.
- Amy – so from your [Topher] perspective you might be more interested in Selecthealth [options] 2 or 3, and more money...take home...and you're voicing that the veteran teachers might be more interested in the insurance up here and less income...that makes....
- Topher – ...in my opinion.
- Amy – thank you and thank you for sharing...Topher spoke and he spoke well.
- Rich – okay...so yeah...thank you...that was well put...there is a lot...and I think we all agree...
- Terri – ...and he's an awesome (???)
- Rich – [looking at Terri] I...you didn't get into this job for money either...
- Terri – ...no.
- Tim – I just want to tell you [Topher] that 34 years ago, I could have told the same story...it hasn't changed...I sold shoes [second job], so I hear you, but the story has not changed [over the decades].
- Rich – it's always good to keep that perspective.
- Tim – right.
- Amy – I don't disagree.
- *(small talk)*
- Luke – and we [table] have to make it know that in order for that to change it can't start at the District, it has to start at the State, so what we do here...we can't...it's the state that has to take care of that.
- Amy – you're absolutely right, it's State driven with revenue coming down and having done this [reduced funding]...and you [table] can probably say the same thing for as long as you've done this...historically, if I go back 15-20 years, when money was more flush, salary costs for school districts were in the 70s...70% of the budget give or take, 72% to 75%, ...now with the State [significant reduction in education financing]...they [budget] are now in the 80s [%]...high 80s...and what else is there to cut...there's [already] no textbooks...there's [already] no curriculum...there's no fluff and

you're absolutely correct that money needs to flow not just for the salary figures, but also...I'm sure you [teachers] would like new textbooks to coincide with Common Core...

- (Topher's pager went off, so small talk began.)
- Amy – I appreciate that, anything else you want to put under that item on the agenda?
- Rich – not right now, we'll [MHEA] see if something comes up towards the end, but we're think we're good.
- Amy – so old proposals [then].

4. Old Proposals –

- Amy – old proposals and I know you [Rich] have a stack there.
- Rich – well I [MHEA] do, so we're going to... I'm going...this is within the table so far...we do have a counter to the...
- Amy – ...solutions?
- Rich – ...solutions, MHEA Counter Proposal to District's Counter Proposal to MHEA's Proposal – District Solutions Team.
- Amy – do you [Rich] have extras?
- Rich – everybody has one...those are just...I just keep one for me.
- Amy – actually, may I have one other clean one in case I want to write on it?
- Rich – sure.
- Amy – in your [MHEA] additions here in the Association Developing a Solutions Team, MHEA Counter to the District's Counter to the MHEA's proposal – District Solutions Team, would that be a districtwide team, like I was contemplating with the Board and Superintendent, or would that just be an Association related team?
- Rich – it would be a...no [to Amy's question]...this is a District...I mean we would want to...I think that the purpose with this is if something came up, that we [MHEA] felt that this would be a good thing to put some more input in as a team, so we're kind of working together instead of just at the discretion of the Board, we both have some input if we feel something needs to come before the both of us.

MOUNTAIN HOME EDUCATION ASSOCIATION COUNTER PROPOSAL NO. 1	
-TO DISTRICT'S COUNTER PROPOSAL NO. 1	
-ASSOCIATION'S PROPOSAL ON STAFF INVOLVEMENT IN DECISION MAKING	
____ DISTRICT SOLUTIONS TEAM	
From time to time, issues involving matters associated with the operation of the school, the school's financial condition, and/or other such related issues may arise. At the discretion of the Board, and/or the Superintendent, and/or the Association will may be developed to review specifically identified concerns for possible resolution. If and when such Solution Teams are developed, efforts will be made to include Certificated Teaching Personnel from the various respective grade levels and/or programs to participate in addressing possible solutions.	
____.1	Development and use of Solutions Teams shall be at the sole discretion of the Board, and/or the Superintendent and/or the Association.
____.2	When Certificated Teaching Personnel are included as members of a Solution Team, the Superintendent will make a request to the Association's President for identification of three (3) members to participate on the Solutions Team. Such identification shall include a cross section of Certificated Personnel representing view points from varying grade levels and/or program.
____.3	In addition to those identified by the Association President, the Superintendent and/or the Board may identify additional members for participation on the Solutions Team. If additional members are added to the Solutions Team, the Association may add members to create equal membership.
Expires June 30, 2016	
_____ School Board Representative	_____ MHEA Representative
_____ Date	_____ Date
Date Proposed: June 8, 2015	

- Amy – and if I recall, when we originally talked about the first version of this back when it was called Staff Involvement In Decision Making, that both sides needed to agree that the team was necessary...
- Rich - ...sure.
- Amy – okay.
- Rich – I think that was in here...yeah...the whole purpose that we’re putting these together is so that we are all on the same page...or trying to be.
- Amy – All right, let’s [District] take that one into conference...I’ve got a thought on that (*inaudible*).
- Rich – thanks.

DISTRICT COUNTER PROPOSAL NO. 1	Date Proposed: _____
– TO ASSOCIATION’S PROPOSAL ON STAFF INVOLVEMENT IN DECISION MAKING	
<p>_____ DISTRICT SOLUTIONS TEAM.</p> <p>From time to time, issues involving matters associated with the operation of the school, the school’s financial condition, and/or other such related issues may arise. At the discretion of the Board and/or the Superintendent, a Solutions Team may be developed to review specifically identified concerns for possible resolution. If and when such Solutions Teams are developed, efforts will be made to include Certificated Teaching Personnel from the various respective grade levels and/or programs to participate in addressing possible solutions.</p> <p>____.1 Development and use of Solutions Teams shall be at the sole discretion of the Board and/or the Superintendent.</p> <p>____.2 When Certificated Teaching Personnel are included as members of a Solutions Team, the Superintendent will make a request to the Association’s President for identification of three (3) members to participate on the Solutions Team. Such identification shall include a cross section of Certificated Personnel representing view points from varying grade levels and/or programs.</p> <p>____.3 In addition to those identified by the Association President, the Superintendent and/or Board may identify additional members for participation on the Solutions Team.</p>	
Expires June 30, 2016	
_____	_____
School Board Representative	Association Representative
Date: _____	Date: _____

- Rich – the next one is the District’s Counter Proposal to MHEA’s Proposal – Association Representative Status; we’re [MHEA] fine with that, we would certainly sign off on that one.
- Amy – excellent...it’s on the e top too.
- Rich – it’s kind of exciting to sign off on something (*small talk*).

DISTRICT COUNTER PROPOSAL NO. 1 Date Proposed: 6/3/15

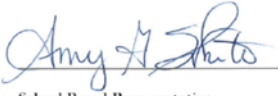
ASSOCIATION REPRESENTATIVE STATUS.


The Board acknowledges that for the purpose of negotiations for the Negotiated Agreement for the 2015-2016 school year, the Mountain Home Education Association (hereinafter "Association") is the current representative organization designated to represent the Certificated Professional Teachers covered by such Agreement.

The Association has demonstrated, as required by applicable provisions of the Idaho Code, that it was duly chosen and selected by a majority of the Certificated Professional Teachers prior to the commencement of negotiations, as their representative organization for negotiations pursuant to the Idaho Code Idaho Code for the 2015-2016 school year.

Such representation specifically excludes the Superintendent, Assistant Superintendent(s), District Directors, District Coordinators, District Level Administrators and Building Level Administrators.

Expires June 30, 2016


 School Board Representative
 Date: 6/8/15


 Association Representative
 Date: 6/8/15

- Rich – the next one is the MHEA Counter Proposal to District’s Proposal – District/Association Educational Collaboration. We kind of added one [item #5] to that [MHEA counter proposal], mostly it’s just if there is something else that we all mutually identify; not just those four, because obviously something always might come up.
- Amy – okay, I don’t have any question s on that one.

MOUNTAIN HOME EDUCATION ASSOCIATION COUNTER PROPOSAL NO.1
-TO DISTRICT’S PROPOSAL NO. 1.B

DISTRICT/ASSOCIATION EDUCATIONAL COLLABORATION

The District and the Association shall collaborate together to provide educational opportunities to the District’s Certificated Teachers regarding the following issues:

1. Suicidal Ideation Reporting Obligation
2. Abuse, Abandonment and/or Neglect Reporting Obligation
3. The Code of Ethics for Idaho Professional Educators
4. Bulling – Statutes, District Policy and the Administrative Procedure Act
5. Any other areas mutually identified

Expires June 30, 2016

School Board Representative



Date

MHEA Representative

Date

Date Proposed: June 8, 2015

- Amy – in-service?
- Rich – in-service, yes, we're [MHEA] fine with that one; we'll sign off on that. District Proposal – Reimbursement for Costs – In-service And Related Training.

DISTRICT PROPOSAL NO. 1	Date Proposed: <u>6/3/15</u>
<p>_____ REIMBURSEMENT FOR COSTS – IN-SERVICE AND RELATED TRAINING:</p> <p>The District shall pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, courses, conferences, in-service or other such training sessions for which the employee is required to attend by the District's Administration.</p>	
Expires June 30, 2017	
 School Board Representative Date: <u>6/8/15</u>	 Association Representative Date: <u>6/8/15</u>

- Rich – we're [MHEA] going to hold off on the reimbursement for traveling staff. District Proposal – Reimbursement for Costs – Traveling Staff.

DISTRICT PROPOSAL NO. 1	Date Proposed: _____
<p>_____ REIMBURSEMENT FOR COSTS – TRAVELING STAFF:</p> <p>A Certificated Professional Teacher may be eligible for travel reimbursement in the following situations:</p> <ol style="list-style-type: none"> 1. A Certificated Professional Teacher who uses their own personal automobile associated with an assignment to more than one (1) school per three (3) days. 2. A Certificated Professional Teacher who is requested to use their own personal automobile in the performance of their duties for the District. <p>Reimbursement shall be at the current District Rate Per Mile of driving as established in District Policy, for each mile of driving incurred subsequent to the Certificated Professional Teacher's arrival at the first school-related location and at the end of the day. The District will not compensate Certificated Professional Teachers for commuting to and from work.</p> <p>Verification of actual mileage will be done on District-provided forms.</p>	
Expires June 30, 2017	
_____ School Board Representative Date: _____	_____ Association Representative Date: _____

- Rich – job sharing...we need a couple of clarifications with this...I know we [MHEA] had some questions with the March 1, and I know when we looked back at the old one...that's [date] what was in it from before, and I went on [MHEA negotiation team] in when we had it with March 1, was there a reason that it was March 1 or...
- Tim – ...let me think...it was probably a staffing issue...I think there was something in [Idaho] Code at that point with when the evaluations had to be completed...and now...
- Amy – ...evaluations were May 1, and actually contracts used to be May 25 instead of July 1...so that may be very well what was driving that date...there's logic to that.
- Rich – so we [MHEA] would sign off on that too.
- Amy – District Proposal – Job Sharing.

DISTRICT PROPOSAL NO. 1	Date Proposed: <u>6/3/15</u>
<p>_____ JOB SHARING.</p> <p>Two Certificated Professional Teachers may share one position with the approval of the District's Superintendent or the designee of the Superintendent. Job Sharing means that two Certificated Professional Teachers will share one full-time teaching position. Certificated Professional Teachers in such a circumstance will have their respective salary and benefits paid by the District based on a pro-rata percentage of student contact time that each performs under the Job Sharing arrangement.</p> <p>Certificated Professional Teachers who wish to participate in Job Sharing must submit a proposal to their building principal on or before March 1st of the preceding school year. A Certificated Professional Teacher who wishes to share a job will have the primary responsibility for locating a Job Sharing partner. Both partners must meet all required hiring criteria established by the District.</p> <p>Job Sharing arrangements, if any exist, will only be in place and approved for one school year at a time. If a Certificated Professional Teacher desires to continue Job Sharing after the first year, each successive year they must notify the Superintendent (or designee) of their desire to engage in Job Sharing for the next successive school year by March 1st.</p> <p>Implementation of the Job Sharing program will be done for the welfare of the students and staff involved and shall not be approved if such involves any additional costs to the District. Flexibility will be encouraged. Every effort will likewise be made to assure that all Certificated Professional Teachers seeking out a Job Sharing opportunity are afforded equal treatment. Upon receipt of a written request for Job Sharing the building principal and the Superintendent (or designee) shall meet and evaluate the proposal on the following additional criteria:</p> <ol style="list-style-type: none"> 1. Advantage to pupils 2. Advantage to the Certificated Professional Teachers 3. Advantages to the overall good of the School District 4. Estimated probability of success 5. Details of the division of responsibilities and manner of organization of the Job Sharing time schedule 6. Other instructional and administrative concerns. 7. Cost neutrality to the District. <p>When a Job Sharing arrangement is terminated, the Certificated Professional Teacher with the greatest seniority has the first option at the existing position that had previously been</p>	

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addressed through Job Sharing. The other Certificated Professional Teacher shall be subject to the District's transfer policy.

Expires June 30, 2017


 School Board Representative
 Date: 6/8/15


 Association Representative
 Date: 6/8/15

page 2

- Rich – secondary preparation time, District's Proposal – Secondary Preparation Time, we [MHEA] have a couple of questions with that one. It does have there, "...shall have a minimum of one class period per day..." so is this something that is being driven...to get rid of our...modified block, because there's some days that I don't have a...at the high school we do not have a prep time...so...
- Amy – ...[Tim] let's go talk about that one...it's a great question, give me a....
- Rich – ...we're fine with it the way it is...I don't want to sign and say okay now we have to...have to figure out some things.
- Amy – let's [table] talk about that a little bit...I want to make sure we are on the same page. What other question did you have on that, that's a great question?
- Rich – so we'll [MHEA] hold off on that one too.
- Amy – for high school prep?
- Rich – ...come back to that [later] today and see (*inaudible*).

DISTRICT PROPOSAL NO. 1 Date Proposed: _____

_____ **SECONDARY PREPARATION TIME.**

Each Certificated Professional Teacher assigned to a secondary school position shall have a minimum of one class period of continuous duty free preparation time each workday.

In the event that the building administrator is required to alter the normal building schedule, secondary preparation time make likewise be altered.

Expires June 30, 2017

 School Board Representative
 Date: _____

 Association Representative
 Date: _____

- Rich – I [MHEA] have a counter...I kind of have just a counter...not really a counter...let's see where I am at...
- Amy – ...elementary prep, MHEA's Counter to District's Proposal – Elementary Preparation Time.
- Rich – yep, just more...sorry, instead of...I think I added some words, "...not less than thirty minutes of continuous...,"
- Amy – okay, let's talk about that one, because I know we played with that language and I think I have some language to bring up to you.

COUNTER TO MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1
- DISTRICT PROPOSAL NO. 1

____ ELEMENTARY PREPARATION TIME

Each Certificated Professional Teacher assigned to an elementary school position shall have not less than thirty (30) minutes of continuous duty free preparation time each workday.

In the event that the building administrator is required to alter the normal building schedule, elementary preparation time may likewise be altered.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

- Rich – okay.
- Rich – okay then extended employment, MHEA's Counter Proposal to District's Proposal – Extended Employment,...we have a counter for that too...I think...and I don't know...just clean it up...kind of the same thing of who we [Association] can negotiate for...this kind of excludes the superintendent and assistant...with those so...
- Amy – ...okay, we'll [District] look at that...it doesn't look like a big deal.

MOUNTAIN HOME EDUCATION ASSOCIATION COUNTER PROPOSAL NO.1
-TO DISTRICT'S PROPOSAL NO. 1

____ EXTENDED EMPLOYMENT

A Certificated Professional Teacher who is contracted for a period longer than the regular school year shall be paid the amount equal to one additional daily rate of pay of their regular salary.

This excludes the Superintendent, Assistant Superintendent(s), District Directors, District Coordinators, District Level Administrators and Building Level Administrators.

Expires June 30, 2016

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

- Amy – contract year...
- Rich – ...contract year, District's Proposal – Contract Year, we'll [MHEA] sign off on that and the same for leave without pay, District's Proposal – Leave Without Pay.


DISTRICT PROPOSAL NO. 1 Date Proposed: 6/3/15


_____ CONTRACT YEAR.

Each Certificated Professional Teacher's Standard Teacher Contract shall be based upon a 187 day school year.

Certificated Professional Teachers new to the District in the fall of 2015 shall have one additional day of duty associated with an orientation program. Such day will not be part of their base Standard Teacher Contract but will be compensated to the Certificated Professional Teacher at their daily rate of pay.

Expires June 30, 2016


 School Board Representative
 Date: 6/8/15


 Association Representative
 Date: 6/8/15

DISTRICT PROPOSAL NO. 1 Date Proposed: 6/3/15


_____ LEAVE WITHOUT PAY


Each Full-Time Certificated Professional Teacher may be granted a Leave of Absence Without Pay pursuant to the following:

1. Leave of Absence Without Pay may be requested by a Full-Time Certificated Teacher, in writing.
2. The request shall state the reason for making such an application.
3. A Leave of Absence Without Pay may be granted by the Board of Trustees for:
 - a. An extended illness, as documented by a physician's statement.
 - b. Professional Improvement in the field of education, as documented by transcripts and professional papers.
 - c. Child Rearing.
 - d. Other reasons of an appropriate and/or personal nature.
4. Granting of Leave of Absence Without Pay is also dependent upon the availability of a qualified substitute employee and Board approval.

The length of a Leave of Absence Without Pay shall not exceed one (1) year. However, upon application to the Board and the determination of special circumstances by the Board, up to a one (1) year extension may be granted.

Expires June 30, 2016


 School Board Representative
 Date: 6/8/15


 Association Representative
 Date: 6/8/15

- Amy – all right.
- (small talk)
- Amy – before we [District] caucus, is there anything new you [MHEA] would have us spend some time on while we are caucusing?
- Rich – do you [District] have some new ones?
- Amy – I [District] have a few.
- Rich – I [MHEA] have some too, so I'll let you know.

5. New Proposals

- Amy – I've got the sick leave, District's Proposal – Certificated Professional Teacher Sick Leave, that I told you was coming (*handed Rich the District proposal; and some small talk*) it's standard sick leave, it follows the statutory [Idaho Code] provisions of 1-day per majority month service, there's a type-o in para 4, where it says 33-12'6 [referencing Idaho Code] we'll [District] get that...
- Rich – ...number 4?
- Amy – number 4...I'll check that statutory [Idaho Code] reference, but we'll [District] get that cleaned up.

DISTRICT PROPOSAL NO. 1	Date Proposed: <u>6/8/15</u>
<p style="text-align: center;">CERTIFICATED PROFESSIONAL TEACHER SICK LEAVE.</p> <p>Each Certificated Teacher of the District shall be entitled to Sick Leave with full pay of one (1) day for each year for each month of service or major portion thereof. Any unused Sick Leave shall accumulate from year-to-year.</p> <p>A Certificated Teacher shall be allowed to use Sick Leave when such absence is due to illness or death in the individual's immediate family living within the home, son, daughter or spouse. Sick Leave may also be used for the serious illness or death of the individual's family: father, mother, brother, sister or foster/step parent.</p> <p>For absences due to other causes as well as absence beyond the period of accumulated Sick Leave, the Certificated Teacher shall forfeit a corresponding sum equal to the Certificated Employee's current contractual daily rate of pay of his/her annual salary for each such day of absence.</p> <p>Part-time Certificated Teachers shall accrue Sick Leave proportionately to their contract status.</p> <ol style="list-style-type: none"> 1. The District may require proof of illness adequate to protect the District against malingering and false claims of illness. 2. The District shall not provide compensation for unused sick leave. 3. The Certificated Professional Teacher is entitled to the maximum allowance of sick leave, per year, commencing on the first day of employment. 4. Should a Certificated Professional Teacher cease to work for the District prior to the completion of the Contract Year, and the maximum allotted sick leave has been used, the Certificated Professional Employee shall forfeit a day's salary for each Sick Day taken in excess of the entitlement as per Section 33-12'6, Idaho Code. 5. A Certificated Professional Teacher's unused Sick Leave shall accumulate from year-to-year, so long as the individual remains continually in the service/employment of the District. 6. Sick Leave may not be used at the end of employment unless a legitimate medical excuse is provided to the District. 	

Expires June 30, 2016

School Board Representative Association Representative

Date: _____ Date: _____

- Amy – the next one is...this one has a unique title... District Proposal – Time Period Certificated Professional Teachers Are To Be At Work, ...and I recognize that a lot of you [MHEA] would call it workday...I don't call it workday, because I know you [teachers] work more than the hours you're at work, so I find it a bit odd to call it workday when that isn't really what it is...it is just the hours that you are to be at the school...30 minutes before...30 minutes after...except Wednesday Collaboration Day...and that's before the first class. The first asterisk is about isolated situations, where the building principal can deviate from the schedule for an individual employee situation or need; the last asterisk addresses someone who is more than 1.0 FTE, by choice and not by force.
- Rich – (*inaudible*)

DISTRICT PROPOSAL 1 Date Proposed: 6/8/15

_____ TIME PERIOD CERTIFICATED PROFESSIONAL TEACHERS ARE TO BE AT SCHOOL.

At each school building, a Certificated Professional teacher is expected to be at the school thirty (30) minutes before the first class of the day begins until thirty (30) minutes after the class day ends.

An exception to the above standard is for Wednesday Collaboration Days whereas the scheduled collaborative activity takes place before the first class of the day and Certificated Professional Teachers are expected to be present and participate in such activity.

** In individual and unique isolated situations, and upon the approval of the Building Principal, an employees' time at work schedule (before, during or after class) may be adjusted.

** A Certificated Professional Employee may be requested to perform a duty beyond that encompassed in the individual Standard Teacher Contract, to include but not be limited to additional classes offered before or after the typical work day or during a preparation period. Should such Professional Certificated Teacher agree to such a request, their salary shall be augmented by a stipend. Any Certificated Professional Teacher may decline such a requested assignment without adverse impact.

Expires June 30, 2016

School Board Representative Association Representative

Date: _____ Date: _____

- Amy – and I [District] will have one more for you [MHEA] when we come out of caucus, I just need to talk to you [Tim] about it.
- Rich – okay.
- Rich – so...I [MHEA] have a couple...
- Amy – ...you have more than a couple.

- Rich – I [MHEA] do have more than a couple...
- Amy – ...we [Amy and Rich] need to define the word couple (*in jest*).
- Rich – so...the first one here is...this was again...we're [MHEA] just kind of looking at this one...this is kind of a teaching condition – just cause, MHEA's Proposal – Teaching Condition – Just Cause.
- Amy – from your perspective [MHEA] how is this different than [from] the requirements in the Idaho Code?
- Amy – do you [MHEA] view this to expand it or [what]?
- Rich – ummm...well actually, we [MHEA] can't expand it...we can't break what we're doing in Idaho Code...I think this is just...
- Luke – ...we can expand it if both sides agree...
- Rich – ...agree.
- Luke – I think...this comes out...from the old CBA and is just restating [Idaho] Code...
- Amy – ...I understand that... my asking the question is I want to know what it means...what does this language mean to you [MHEA]...what do you want to cover, what are you trying to accomplish...so that we are on the same page.
- Terri – it's an absolute...that if you're [teacher] called in [administrator' office]...you can have that representation [Association representation].
- Amy – ...we're on Just Cause.
- Terri – oh sorry...
- Amy – ...and now I'm going to get called in on (*inaudible*).
- Amy – to you [Rich] what does this mean...what solution is this providing? ...to what problems?
- Rich – our...our Association asked to bring stuff back that was in our old CBA, and in truth, I wasn't here [negotiations] when this [language] was put in there [CBA], so I'd have to kind of ... I just picked some things...we [MHEA] just went through some different things that we could try to bring back in there [CBA]...so I would have to do some things so...
- Amy – ...I have one more question for you...what is professional advantage?
- Rich – (*no answer*)
- Amy – ...I get reduced in rank, [I get] reduced in compensation...that's driven by the [Idaho] Code...non-renewed...dismissed...[all] driven by the [Idaho] Code...terminated [also] driven by the [Idaho] Code...[so] what is deprived of professional advantage?
- Terri – I was around when that language was put in...
- Amy – ...you told me you were the history...
- Terri – ...that was the time when we [teachers] still had the seniority choice clause...as a matter of fact we didn't have a choice...things were done by seniority...and if you could move to a different position based on seniority, that was viewed at that time as a professional advantage to the teacher...and so being if you [teacher] had a reprimand for whatever reason, it could be that was an advantage the professional looked at and then we're [teachers] deprived of that...based on something that might have occurred. That...and I'm going way back now...I mean you're talking about the [19]80's now...that is what the purpose of it...when that...any other professional disagreement or advantages and so that is where that basis came from and yeah...it's been around...and it's somewhat boilerplate if you will.
- Amy – I don't disagree that it is boilerplate...
- Terri – yeah...and that is the reason that particular verbiage is in there.
- Amy – okay...and I'll be honest with you [Terri], it is boilerplate [language] and every time I ask those same three question I get three different answers...okay.
- Terri – mmm hmm...

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

TEACHING CONDITIONS

___ JUST CAUSE

No employee shall be disciplined, reprimanded, reduced in rank or compensation, non-renewed, dismissed, terminated or deprived of any professional advantage without just cause.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

- Amy – ...and you [Rich] have a stack.
- Rich – (*sorting through a stack of MHEA proposals*)...ummm...[the first one is] MHEA’s Proposal – Teaching Conditions – Appearance Before the Employer.
- Amy – I think I know what that means without asking.
- Rich – okay.
- Amy – okay.
- Rich – yes.
- Amy – and that is a straight, one sentence, and to the point...no confusing terms to figure out.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

TEACHING CONDITIONS

___ APPEARANCE BEFORE THE EMPLOYER

When an employee is required to appear before the Board or any administrator, the employee shall be entitled to have a representative present.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

- Rich – these are kind of some things with just...Association wise...Involvement of the Board... MHEA’s Proposal – Association Rights – Association Involvement at Board Meetings...I know we [MHEA] can always get on the agenda if we need to...I think this is just...ummm...
- Amy – ...and is this [the] exact old language that you [MHEA] had before?

- Rich – it is.
- Amy – okay...the reason I ask that is the last sentence, the Idaho Code has changed with regard to agenda contents...and...
- Rich – ...when we...we can't...we have to say it before the meeting...and I know.
- Amy – okay, I'll [District] take a look at that one.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

____ ASSOCIATION INVOLVEMENT AT BOARD MEETINGS

The Association has the right to be placed on the agenda of regular scheduled Board meetings. The Association president must tell the Clerk of the Board of their desire to be placed on the agenda by the Thursday before a regularly scheduled Board meeting. The Association must state the topic they wish to address and include a written statement as to the general idea of what is being addressed. If an emergency arises, the MHEA can ask the Board to be placed on the agenda the night of the regular Board meeting.

Expires June 30, 2017

_____ School Board Representative	_____ MHEA Representative
_____ Date	_____ Date

Date Proposed: June 8, 2015

- Rich – this one has been...this is from...they [board minutes] have been...we [MHEA] just want to make sure they continue...MHEA's Proposal – Association Rights – Minutes of Board Meetings.
- Amy – is this being done now?
- Rich – it is...there for a while it wasn't, but it did start up again...we [MHEA] appreciate that.
- Amy – are her [Sharon] minutes as long as [negotiation minutes]?
- Rich – no...
- Amy – ...she's shaking her head yes...
- Rich – ...yes...they are [long].
- Terri – Sharon...it's called thorough...not long...but thorough.
- Amy – truly, you can read them and get a flavor of what is going on...I like them.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

_____ MINUTES OF BOARD MEETINGS

A copy of the unofficial minutes of Board meetings will be placed in the District mail system on the same day that the Board of Trustees receives their copy.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

- Rich – this is just information provided by the school board...MHEA’s Proposal – Association Rights – Information Provided by the Board...again this was in the CBA before...just making sure...anybody can have this...it public record...
- Amy – ...public record...just restating Idaho Code...okay.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

_____ INFORMATION PROVIDED BY THE BOARD

Information that is public record is available to the Association at the District Office. A reasonable charge may be assessed when any item has to be reproduced or any extra labor cost is involved.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

- Rich – *(handed Amy the Announcement of Association Business)*...MHEA’s Proposal – Association Rights – Announcement of Association Business.
- Amy – okay this one I have a question or two on...and again you are not alone...this is something I see frequently and I ask the same questions...and I can get into the whole limited public forum...1st Amendment [Rights]...or whatever... all in from...by in sentence do you ...intend that the MHEA has the sole right to post notices?
- Rich – the sole right...no...I think no...anyone can post notices.
- Amy – anybody?

- Rich – this is just...we [MHEA] have a good...spot...in the workroom, on the bulletin board...be open to us[MHEA]...whatever.
- Amy – and other people can likewise do the same...other entities...other organizations? ...okay
- Rich – yes.
- Tim – may I ask for some clarification there...so NWPE can do that too?
- Amy – ...he [Rich] said anybody.
- Rich – yeah.
- Luke – I was going to say that posting information is one thing, but holding meetings and things like that is another.
- Amy – you [Luke] don't think any other entity can hold a meeting in the school building but you [MHEA]?
- Luke – no...I think that they [other organizations] can, but I think that as soon as that entity...for instance, is offered time at a staff meeting, that equal time should probably be offered to the MHEA.
- Amy – to the extent that anybody else is offered [time], it goes right to my constitutional [standpoint] ...the limited public forum.
- Luke – exactly.
- Amy – that if you're [MHEA] offering time [then] somebody else gets the time [equal], and if they're offered the time then you [MHEA] get the [equal] time.
- Luke – yep.
- Amy – okay...totally on base.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1	
ASSOCIATION RIGHTS	
____ ANNOUNCEMENT OF ASSOCIATION BUSINESS	
The Association and its elected representatives shall have the right to post notices of activities and matters of Association concern on designated teacher bulletin Boards at each work site.	
Expires June 30, 2017	
_____ School Board Representative	_____ MHEA Representative
_____ Date	_____ Date
Date Proposed: June 8, 2015	

- Rich – (*handing proposal to Amy*) MHEA's Proposal – Association Rights – Association Use of District Mail ...I don't know...I haven't seen a problem with this...this is just...
- Amy – what is the School Mail Service? Is this like intra building?
- Rich – yes...just being able to put things in the teachers' mailboxes.
- Amy – and I assume...just like we talked about with Luke...to the same extent, anybody else is allowed to [put information into teachers' mailboxes]...you get to...
- Rich – yes.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

____ ASSOCIATION USE OF DISTRICT MAIL

The Association may use the District school mail service between buildings and the teacher mailboxes for communication to teachers.

Expires June 30, 2017

_____ School Board Representative	_____ MHEA Representative
_____ Date	_____ Date

Date Proposed: June 8, 2015

- Rich – the next one would be off the same [MHEA’s proposal]...I guess it [1st one] would be the “snail mail” version...I guess and then the email version... MHEA’s Proposal – Association Rights – Association Use of District E-Mail System.
- Amy – it’s longer.
- Rich – it has to follow [school] district policies.
- Amy – let me ask a question on this one...because I don’t think it was...you talked about “snail mail” being just communication to teachers, so let me back up on that, if the Association uses the District Mail Service for communication to teachers...is that communication to teachers, is that communication to members [MHEA] or is that communication to all teachers?
- Luke – well we [MHEA] certainly wouldn’t suggest emailing all teachers...we certainly don’t mean stuffing all teachers’ mailboxes with all of the information...
- Amy – so it’s members [only]...okay...
- Luke – ...but in times maybe...there might be exceptions.
- Amy – give me an example.
- Luke – maybe an example is when we [MHEA] do certification for bargaining and we want to get a [signature] card into nonmember boxes to say, “...fill this card out [for the MHEA] to be able to bargain [for you].”
- Terri – and Amy, another example is sometimes we [MHEA] do a back to school activity and we extend that to everyone and not just our membership, so we put an invitation in the boxes to say, “...BBQ at Eastside Park,” etc.
- Amy – because there are two different uses of language in the two different [MHEA proposals]...because in the “snail mail,” you’re [MHEA] talking about members...excuse me ...in the “snail mail,” you [MHEA] are talking about teachers, and in the email you [MHEA] are talking about members [only].
- Rich – and again I copied that off of...right from what it used to be [old CBA]...
- Amy – ...it doesn’t mean it was right...
- Rich – ...it was agreed to it...
- Amy – ...it was agreed to it, but it doesn’t mean it was right.
- Amy – okay let me ask some questions on this [proposal], because this is always a hot topic...that I’m unfortunately the one who has to deal with it...I have to read through emails for public records requests and it’s painful. When someone [public] asks for it [school district emails] and I have a stack [large] on

my stack and I have to read through them...what type of situations do you [MHEA] use this for, because you just have [written] for conducting Association Business with Association members...I get the big parameter...where we get in trouble as a District is if the email is being used for political purposes... you are not allowed to use if for [political purposes]...I think the only exception in the Code of Ethics is for...like your election at MHEA, and I think NEA, is the only exception...so what type of Association Business...and you don't have to give me details, I know it's your business...

- Rich – I mean...
- Terri – ...announcement of meetings.
- Rich – announcement of meetings...I mean if we [MHEA] get things...informational things...everything comes from email pretty much...if something comes from IEA, we send it to [MHEA] building representatives, and they [building representative] send it to the [MHEA] members.
- Amy – okay and you [MHEA] have it in the clause here about not interfering in District operations in accordance with the network policy...(continued to read proposal) the other place that I found it...from the District perspective in dealing with other [school] districts...I don't think that I've dealt with it here...is often times it gets used during teaching time...and this is just sort of a broad...and like you [Rich] said this is from old language...what are your [Rich] thoughts on it...that issue. I can't tell you how many...[example] we [District] have a teacher who has performance problem and then you [lawyer/administration] look at their [teacher] internet history or their email history and they [teacher] are spending the whole time on ESPN [for example] and sending emails out or something and then you [district administration] realize why they're having problems in the classroom. What is your [Rich] thought about any limitations or parameters around the timing or the use in general?
- Luke – I don't think...correct me if I'm wrong...but you guys [MHEA] aren't sending out much information on there [email]...it's not like it's going to...even if you [teachers] check your email...for instance midday, or on your prep, and [when] you check your email...oh, there's a meeting wherever...so and so...boom you're done. We [MHEA] would expect people at any other appropriate time...that they check their email...that that would be okay, whether that's during the day or if your [they're] in your class during silent reading and you [teacher] go back [quickly check email] and you find out that there is a [MHEA] meeting today after school...you can do that in the flow.
- Amy – and like I said...I'm the one who gets [is] stuck with reading emails. If I get a public records request asking for all exchanges between MHEA and its members, how many are we talking about...are we talking about a stack this big [midsize]...or are we talking about a stack this big [large] ...ballpark...I'm not expecting an exact number.
- Terri – I think it's more limited than it is...
- Luke – ...if you [MHEA] send too many [emails] people [members] just delete them, so we [MHEA] try not to send too many.
- Topher – Amy, I have a question.
- Amy – what?
- Topher – why does that matter [sending emails]?
- Amy – because there is a cost to having to review all this [read emails to determine what is and is not public record] and trust me, these public records requests...[they] come in to look at that.
- Luke – it varies in the time of the year. If it's an election cycle in MHEA, IEA, NEA, etc., then there's going to be a few more during that timeframe
- Rich – during the legislative session...I'm sure there are a few more just like there would be [assuming] from the school board association.
- Amy – but were not talking about 100 per year.
- Rich – no.
- Luke – so I have some questions, going back to the Announcement of Business...the Announcement of the Association Business...when you ask us [MHEA] the question if it was okay for NWEA, for example, or other associations...
- Amy – ... the equal opportunity...

- Luke – ...equal opportunity and I get the equal opportunity and I understand that piece, but once you [MHEA] become the sole bargaining unit, you [MHEA] represent the bargaining unit and you're [MHEA] the sole association that does so...
- Amy – ...but you're [MHEA] the sole association for the purposes of bargaining, which is what we're [table] doing right now.
- Luke – so...so that's my question, my question is that doesn't leak into anywhere else?
- Amy – my perspective is for the sole purpose of bargaining...I have no doubt that there are teachers in your [school] district who [belong] are Northwest Professional [Educators] and...what's that name of the one in California...AAE or AAA...or you [Luke] probably know more than I do.
- Luke – American Federation of Teachers [AFT], yeah.
- Amy – and that's the problem when you see a lot of language sometimes that is restrictive to...like...I like the email it's just to members only...okay...I get that.
- Luke – sure.
- Amy – because if you [MHEA] send it to all teachers, and then I'm going have teachers from NWP, AFT, and others....
- Tim – ...and we have had complaints from them.
- Luke – sure, and I certainly wouldn't say they shouldn't be able to have their meetings in their buildings with their members...don't get me wrong, I'm all for that. I just feel like as far as the relationship goes between the District and the Association...for instance would be let's say you guys [District] did a new teacher orientation...not that there's a whole bunch of money in the budget for something like that...but let's hypothetically say that was happening and MHEA put on the lunch piece of it...that means to mean that when they [new teachers] come in, that's going to be...the spiel is going to be from MHEA and not from NWPE...and such.
- Amy – independent equal opportunities...I get what you're saying...no, we're not going to have...during your lunch...have other people get up and talk.
- Luke – exactly...gotcha...alright.
- Amy – we're on the same page.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

____ ASSOCIATION USE OF DISTRICT E-MAIL SYSTEM

It is agreed that the NEA, IEA, MHEA, and Association members will have access to the District e-mail system for the purpose of conducting Association business with Association members. The Association will have access to communicate via email with all members of the bargaining unit on matters related to negotiations and of the Master Contract. This use must not interfere with District operations and must be in accordance with the District School Network Services Use Policy, Network Services Use Procedures/Rules/Contracts, Network Services Security Policy, and any other School Network & Internet Practices & Procedures and the Mountain Home Staff Network/Internet Account Contract.

By the end of September of each school year, the Association president shall provide the District superintendent with a list of current Association leadership and building representatives. Association members are authorized to use the District e-mail system to conduct Association business.

The District superintendent and Association president will determine misuse of the system, which may result in individual disciplinary action, up to and including, the loss of network/internet privileges.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

- Rich – last one...until next time. MHEA Proposal – Association Rights – Transaction of Association Business on School Property.
- Amy – transaction and this is consistent with what Luke and I were just talking...
- Luke – ...yes, I was the setup man for that one.
- Amy – good segue (*Amy reading MHEA's proposal*)

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

____ TRANSACTION OF ASSOCIATION BUSINESS ON SCHOOL PROPERTY

Representatives of the Association will be permitted to transact official Association business on school property (except for teacher workrooms), provided that this shall not disrupt school operations and take time from teaching students. The building administrator must have notification from the Association of the Association's representative's presence.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

- Amy – all right...progress...I like that. There's a few of these [proposals] I think we can probably turn around and quick-order, and then there's a few more that are going to take a little bit of time.
- Amy – like I said when we [District] come back [from caucus] we will also have one other new one...I just need to chat with Tim about.
- Amy – how long will you need [Rich]?
- Amy – let's take half an hour and if I need more, I will come back and tell you that way we aren't wasting (*inaudible*).
- (*District and MHEA caucused from 9:57 a.m. until 10:50 a.m.*)
- Amy – let's start with District/Association Educational Collaboration, MHEA counter to District proposal – District/Association Educational Collaboration, that was your [MHEA] counter to a proposal that we [District] had made...we can sign off on that one.
- Rich – this one [showing proposal to Amy]...is what we're talking about?
- Amy – that's what we're talking about.
- (*each party signed proposal*)



MOUNTAIN HOME EDUCATION ASSOCIATION COUNTER PROPOSAL NO. 1
-TO DISTRICT'S PROPOSAL NO. 1.B

____ DISTRICT/ASSOCIATION EDUCATIONAL COLLABORATION

The District and the Association shall collaborate together to provide educational opportunities to the District's Certificated Teachers regarding the following issues:

1. Suicidal Ideation Reporting Obligation
2. Abuse, Abandonment and/or Neglect Reporting Obligation
3. The Code of Ethics for Idaho Professional Educators
4. Bullying – Statutes, District Policy and the Administrative Procedure Act
5. Any other areas mutually identified

Expires June 30, 2016

 School Board Representative <u>6/18/15</u> Date	 MHEA Representative <u>6/18/15</u> Date
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Date Proposed: June 8, 2015

- Amy – the next one is just cause, MHEA proposal – Teaching Conditions – Just Cause, and that one we [District] are going to...we don't have a counter and don't expect to have a counter and we won't be signing off on this one. The first half of the sentence is entirely covered by Idaho Code; the deprived of any professional advantage is just too vague, especially coupled with Just Cause, which in itself is subjective language. I think that everything you're thinking about or every issue that you want to address, that we talked about there is addressed by the [Idaho] Code, so that is not one that we will be back with a counter on.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

TEACHING CONDITIONS

____ JUST CAUSE

No employee shall be disciplined, reprimanded, reduced in rank or compensation, non-renewed, dismissed, terminated or deprived of any professional advantage without just cause.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

- Amy – I do have a counter on Elementary Preparation Time, District Counter to MHEA counter to District proposal – Elementary Preparation Time, and this is a counter to your [MHEA] counter to our proposal...or something like that... getting a little out of control there on the levels... (*shuffling through proposals and counter proposals*) and that's just reflecting the language that we talked about at our last session...not less than 30 [minutes], but an average of 30 [minutes], and I corrected the type-o that I had on the other one. (*handed District's counter proposal to Rich*)

DISTRICT PROPOSAL NO. 1

Date Proposed: _____

____ ELEMENTARY PREPARATION TIME.

Each Certificated Professional Teacher assigned to an elementary school position shall have an **average of thirty (30) minutes** of continuous duty free preparation time each workday.

In the event that the building administrator is required to alter the normal building schedule, elementary preparation time **make-may** likewise be altered.

Expires June 30, 2017

School Board Representative

Association Representative

Date: _____

Date: _____

- Amy – the rest of them...I have some questions and for the most part I believe you [MHEA] will see counter proposals that are similar to what we are talking about, but I need my questions [answered] for clarification on those.

- Amy – on extended employment, MHEA counter to District proposal – Extended Employment, I understand the sentence you [MHEA] added and it's the same exclusionary sentence we had in the Association Recognition [proposal]. Your attention of this is to exclude...this paragraph doesn't apply to these individuals, whereas the whole agreement [CBA] doesn't apply to these individuals, but I want to go up to the original language in that first sentence and ask the clarifying question to make sure we are on the same page and it's the word "a period"; "...a certified professional teacher who is contracted for a period longer than the regular school year..." I assume we both mean a day on that and not like an extra period.
- Rich – mmm hmmm...okay
- Terri – okay.
- Rich – okay...
- Amy – ...I'm going to clean that language up just so it says what we mean it to say.

MOUNTAIN HOME EDUCATION ASSOCIATION COUNTER PROPOSAL NO.1 -TO DISTRICT'S PROPOSAL NO. 1	
___ EXTENDED EMPLOYMENT	
A Certificated Professional Teacher who is contracted for a period longer than the regular school year shall be paid the amount equal to one additional daily rate of pay of their regular salary.	
<u>This excludes the Superintendent, Assistant Superintendent(s), District Directors, District Coordinators, District Level Administrators and Building Level Administrators.</u>	
Expires June 30, 2016	
_____ School Board Representative	_____ MHEA Representative
_____ Date	_____ Date
Date Proposed: June 8, 2015	

- Amy – appearance before the employer, MHEA proposal – Teaching Conditions – Appearance Before the Employer, I understand exactly where you're [MHEA] coming from here...I want to ask again...it's a clarifying question, obviously having representative present...what we're talking about here...if I think we [table] are on the same page...is that if you as a teacher are called before your principal on a disciplinary matter or a complaint or a performance issue, not just [example] can you [teacher] cover for someone's certain period class [another teacher's class]...do we mean...
- Rich & Luke – ...nodded yes.
- Amy – okay, good...and I'm going to clarify that language as well because I thought we were on the same page, but if you read that...is it says, and [example] I could actually ask you [teacher] to come down and pick up a phone message from your spouse and technically that would require a representative to be present, so let me just clean that up...we're on the same page on that.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

TEACHING CONDITIONS

____ **APPEARANCE BEFORE THE EMPLOYER**

When an employee is required to appear before the Board or any administrator, the employee shall be entitled to have a representative present.

Expires June 30, 2017

_____ School Board Representative	_____ MHEA Representative
_____ Date	_____ Date

Date Proposed: June 8, 2015

- Amy – I have another question and it covers a couple of different ones [proposals]. It’s on Association Use of District Mail, MHEA proposal – Association Rights – Association Use of District Mail, and Minutes Of Board Meetings, MHEA proposal – Association Rights – Minutes of Board Meetings.
- Amy – you’ve [MHEA] used the same language on in both of those...of District’s Mail System...or the District’s School Mail Service, what do you mean by that?
- Rich – so...
- Amy –... because I’m assuming most things are done by email
- Rich – correct...which ever system would be the easiest...I mean I think that ...I put that mail system...I think I consider would be both of them.
- Amy – and you’re [Rich] heading exactly towards my point on that that mail system question...so by School District Mail Service you were meaning paper versus email?
- Rich – correct
- Amy – and District Mail System could encompass both paper or email
- Rich – system

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

____ ASSOCIATION USE OF DISTRICT MAIL

The Association may use the District school mail service between buildings and the teacher mailboxes for communication to teachers.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

Date Proposed: June 8, 2015

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

____ ASSOCIATION USE OF DISTRICT E-MAIL SYSTEM

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By the end of September of each school year, the Association president shall provide the District superintendent with a list of current Association leadership and building representatives. Association members are authorized to use the District e-mail system to conduct Association business.

The District superintendent and Association president will determine misuse of the system, which may result in individual disciplinary action, up to and including, the loss of network/internet privileges.

Expires June 30, 2017

School Board Representative

MHEA Representative

Date

Date

- Amy – do you [Rich] mind if I ask our recorder a question on the same one [Minutes of the Board Meeting]
- Rich – nodded yes [okay to ask].
- Amy – [Sharon] how do you get them [MHEA] a copy [of minutes] or what do you...do you draft the minutes...and what do you do with them for the board meetings?
- Sharon – they go to the board, the board approves, and then they are published the next day or within a couple of days of the board meeting.
- Amy – so you post them after the board approves [board meeting minutes]?

- Sharon – yes...I didn't before...we just did that recently. Before, when we [District] just...we [District] used to give a copy to the Association [MHEA] President, but then the District...the Association wanted everybody in the [school] district to have a copy of the agenda and the financials for the board...except they [board minutes] were unapproved board minutes, and I didn't want them out for everybody [unapproved minutes]...and that was recently.
- Amy – [Rich] you said that it's [sending out board minutes] being done now and you [Rich] want to make sure it continues...what is being now? ...so that we can make sure the language reflects what she [Sharon] said and what you're thinking.
- Rich – well it seems like...you [Sharon] didn't put out like a...I don't think a...the official minutes have gone out, the approved minutes...but you used to put a synopsis out...am I imagining that you put out kind of a synopsis out...of what kind of transaction...
- Sharon – yeah.
- Tim – she used to send a synopsis...but that was added work for her ...
- Rich – okay.
- Tim – it was like she has do [publish] the approved minutes and then she had [type the prior night's board minutes] ...
- Rich – I [MHEA] think we're fine with that...I think as long as...I think it would be nice to have the approved minutes are the main...
- Amy – ... the approved minutes are the big issue
- Rich – and still to continue to have the agenda and...
- Sharon – ...the financials and the minutes are posted on the...I put them on the website...
- Rich – you do, but I think...yeah...
- Sharon – so you [MHEA] want those [published board minutes] to go out [emailed] districtwide?
- Amy – I'm trying to understand what they are asking for because this language isn't covering exactly...
- Luke – [pointed out the word unofficial]
- Rich – ...unofficial, I see that now...
- Amy – ... the language doesn't exactly cover what we're talking about here, so what exactly do you [Association] envision what you want?
- Rich – and I was just...well...
- Amy – I know that...because we talked about the agenda the official minutes the unofficial minutes and the financials
- Rich – I totally missed the unofficial par...I was thing just having those official minutes going out
- Amy – because the official minutes are posted on the web according to statute
- Luke – and that wasn't the case possibly when this was put into CBA
- Amy – and old boilerplate language doesn't apply today, and the agendas are posted on the website correct [Sharon]?
- Sharon – yes and they're also emailed to staff.
- Amy – do you email the official minutes or do you just post them on the website?
- Sharon – I just put those on the website.
- Amy – I will come up with something that hopefully encompasses what we've been talking about and this one may take us a little bit of work between all of us to come up with the language...but you've answered my question between mail service and mail system.
- Terri – okay.
- Rich – and I [MHEA] think that one of the main reasons there... is just that...I know it's time...as teachers we have to worry about everything going on in the classroom it's just nice not to have to hunt through...most people [teachers] know where to find it... but if you don't know where to hunt through
- Amy – ...and every [school] district's website is different...
- Rich – ...webpage...it's just a couple of clicks to get [email] ...I know it takes time too, but...
- Amy – I get what you're saying.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

____ MINUTES OF BOARD MEETINGS

A copy of the unofficial minutes of Board meetings will be placed in the District mail system on the same day that the Board of Trustees receives their copy.

Expires June 30, 2017

_____	_____
School Board Representative	MHEA Representative
_____	_____
Date	Date

Date Proposed: June 8, 2015

- Amy – information provided by the board, I did have a question for my understanding, has there been a problem with getting information on a public records request? I want to make sure again that we're addressing what you really want addressed and not just language?
- Rich – ummm...sometimes...I mean I think that...I can't speak for previous...what's going on ...
- Amy – ...just for your [Rich] (*inaudible*).
- Rich – ...just a couple of times...like just the other day [referring to MHEA's request for YTD budget and other financial information] an email to say that it [MHEA's financial request] was done [ready to pick up] would have been nice...something like that... I think that's just...just that communication...that's what it comes down to [communication].
- Amy – part of our relationship building or talking more...
- Terri – ...there would be some information that we would look for and this is not a dis on Cliff in any way, shape, or form...but we were expecting...maybe it was formatting issues as opposed to the way that Cliff does work and the way that we use it...
- Tim – ...scatter gram....
- Terri – and things like that...
- Amy – ...and [school] districts stopped using those three of four years ago...so it's one of those...
- Terri – so it's like – dang it, why can't I get it in this form [format], and I think that's where the frustration had first generated...
- Rich – ...and it's a communication matter.
- Amy – right and I've heard that from a lot of [school] districts because they stopped using them with the ISEE, and the whole nine yards...and now with the [Career] Ladder...God only knows what they'll [SDE] use.
- Luke – uhuh huhuh
- Amy – I'm not even sure they know what they'll use...

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1

ASSOCIATION RIGHTS

____ INFORMATION PROVIDED BY THE BOARD

Information that is public record is available to the Association at the District Office. A reasonable charge may be assessed when any item has to be reproduced or any extra labor cost is involved.

Expires June 30, 2017

_____ School Board Representative	_____ MHEA Representative
_____ Date	_____ Date

Date Proposed: June 8, 2015

- Amy – email ...Association Use of District Email System, I have one question on ...I say one ...it's always more than one...the District Superintendent and the Association President will determine misuse of the system...who gets the final call on that? Because you don't want the association president determining disciplinary action and quite frankly the Association President may not be entitled to that especially if it's a non-member...what are your [Rich] thoughts on what you intend that to mean and what you intend that to cover?
- Rich – well I think before ...it was just...well I'll have to look at the (*inaudible*)...but the District Superintendent...I would think that it would be more of a mutual thing to be able to work together to see ...you know...if something came up ...
- Amy – ...I understand a mutual to fix the problem.
- Rich – correct.
- Amy – okay. Do you [MHEA] envision a mutual [Superintendent and MHEA President] to address any individual disciplinary actions? ...assuming if there is any...we're [District] assuming that just by the way it's [MHEA's proposal] written.
- Luke – I don't think so Amy, I think this is what it really refers to...is to ...say a hypothetical ...that a local president put out, "Vote for this..." across the school email system and the Superintendent calls him [her] in and says we [MHSD] can't have this here, this is on the school system, this is against the Code of Ethics, they take...that's as far as the individual disciplinary action...
- Amy – ...right because I can't envision the Association President may necessarily agree that they misused the system
- Luke – exactly
- Rich – or I ...I would even think that if a bldg. rep put something on and the president saw that he would want to bring that to District's attention
- Luke – yeah... we corrected this...
- Amy – ...lets draw this out a little bit more so that when I'm writing it...we're covering because...I mean the District Superintendent...the example you [Rich] gave...Code of Ethics violation technically the District Superintendent is required to report that, technically the Association President is required to report that to the State if that's a [MHEA] building rep [representative]...I don't know if that is happening, but that's a whole other issue to talk about.
- Luke – sure.
- Amy – Code of Ethnic isn't mentioned in paragraph 1...neither is Idaho Code so...okay...I now know how to fix that.

- Amy – ummm...I'll be honest with you on bringing this back, it may not be an individual single proposal...it may be a...
- Luke – an Association Rights Package...
- Amy – sort of a package...paragraph to get it all together where it all belongs.

MOUNTAIN HOME EDUCATION ASSOCIATION PROPOSAL NO. 1	
ASSOCIATION RIGHTS	
____ ASSOCIATION USE OF DISTRICT E-MAIL SYSTEM	
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The District superintendent and Association president will determine misuse of the system, which may result in individual disciplinary action, up to and including, the loss of network/internet privileges.	
Expires June 30, 2017	
_____ School Board Representative	_____ MHEA Representative
_____ Date	_____ Date

- Amy – did you [MHEA] have a chance to look at Sick Leave or Time Period To Be At School [District proposals]?
- Terri – yes. We have some questions about that. So let's start with our sick leave. As we are looking at...I have a question regarding that third paragraph...if for reasons, "...absences due to other causes as well as absences beyond the period of accumulated Sick Leave, the Certificated Teacher shall forfeit a corresponding sum equal to the Certificated Employee's current contractual daily rate of pay of his/her annual salary for each such day of absence," and I put a big question mark on that, if that were the case, are we not still going to the Sick Leave Bank? I realize not everybody is in the Bank...
- Amy – ...exactly...
- Terri – ...but if you were going to be on that, how are there ways ...because we've had...let's be honest...we've had some horrific illnesses, and we had some things where people have really drawn things down and if you're battling something major and you're losing pay on top of that how do we alleviate that burden on our employees and our teaching staff...please explain that.
- Amy – first, the paragraph is a simple pay deduct, you're out of all your leave and I think we can clean it up and clarify sick leave I think that's a good addition, but if you're a member of the Sick Leave Bank, that's one of those things, beyond that you are in pay deduct unless you have some other system that would address compensation for which you qualify...bereavement leave or whatever... that may apply, you're likely going to drop down into FMLA which is only going to pay your insurance, it's not going to pay your salary. I don't know if you have a cafeteria plan or other benefits options that cover short term disability or long term disability that would pay for salary, that would be the only other real option...because... let's put it this way, the budget cannot pay people not to work.

- Terri – I see that
- Amy – and we’re trying to find every way possible ...I mean the sick leave, the sick leave bank, and the disability policy option.
- Terri – but when these weren’t listed and it was like why would someone not go to the bank and yet I know in our laundry list the sick leave bank was I believe highlighted but we haven’t gotten to that point yet.
- Amy – and I think we can add sick leave bank in here, I think that would help clarify it.
- Terri – all right...I was just looking for packaging as if you were talking as...
- Amy – ...or sick leave bank if member...you know...
- Terri – uh huh...and that’s a tool for us ...that’s an education piece that the Association can take on.
- Amy – now let me ask another thing...is your sick leave bank ...if I recall...it’s a full bank, so it covers administrators and classified and I’ll just be honest and up front with you right now it’s probably something that I’m not going to really entertain at the table because it’s non-bargaining members, the classified and the administrators...it doesn’t mean it’s not going to be a policy, it doesn’t mean it’s something that’s going away because it’s not...but given that it covers individuals who are not part of the bargaining unit
- Terri – sure
- Amy – and I think your Bereavement Leave Bank is that way too, which I actually like, I’ve never seen that done before ...I tried to do it at another [school] district and they turned me down. I think that if we put or approve sick leave...and I think you’re right, the rest of it is an educational piece. It’s do the teachers know that they can have short or long-term disability policies and what those cover with the understanding that FMLA only covers insurance premium costs...and it only covers the employee insurance premium costs. The other thing that tends to work out is that this is spread out over the year, so if you lose that contract day you still get a paycheck...it’s just spread out over the year [187-days of pay is prorated monthly to cover 12-months; receive a paycheck every month for 12-]
- Terri – before we leave that [sick leave] lets go down to number two [bullet 2], “The District shall not provide compensation for unused sick leave.” Can you please explain that a little bit?
- Amy – Idaho code prevents school districts from paying teachers for days of sick leave they do not use, however, you can use it for your insurance post retirement...so it’s not the District really paying for your unused sick leave, it goes into retirement...is that one of the bullets on here.
- *(small talk)*
- Terri – the discussion we were having Amy to be real was that because the sick leave is transferrable if you
- Amy – ... towards retirement
- Terri – if you go to a different [school] district...if you do something else, if you stay within the State of Idaho, there is a way that...
- Amy – ...you can transfer...
- Terri – ...yeah, and so that is kind of a form of compensation and so we’re just talking dollars paid for unused days...
- Amy – ...we’re talking cash dollars paid for unused days...
- Terri – ...okay
- Amy – and we can always put in... if you need clarification... that you have the right to transfer it or the right to use at retirement ...its part of the educational component...
- Terri – mmm hmmm and then I’m going to look at number 4 [bullet 4]...
- Amy – ...the one that I need to fix the statutory number...
- Terri – ...alright
- Amy – yeah...I need the book [Education Law]
- Terri – and because that is part of Idaho code and we understand that...
- Amy – ...if I could looked at a key board I could probably tell you exactly what that number is

- Terri – and number 6 [bullet 6] and because this is me [soon to retire] and because I don't plan to utilize all of my sick leave before I leave this [school] district next year...I'm looking at Albert...but there are days where those little burgers [students] have driven me nuts...Monday Tuesday Wednesday and Thursday and I'm thinking Friday I better take a sick day and be out of here and for my own mental health and saying things that might not be within Idaho Code to these particular students, so while I'm looking at that ...
- Amy – ...that was a transparency statement ...
- Terri – ...I mean for me that is a legitimate medical excuse but it's because of my own mental health stress...
- Amy – ...so your concern is what is a legitimate medical excuse...
- Terri – ...yeah and who defines that? Is it defined by a physician... is it defined by administrator...is it defined by me personally?
- Amy – let me back up and ask a question...do you know anybody who has ever had a sick day and been called on it?
- Terri – no, but I do know of an individual in a building in which I used to work and he was at the end of his career and was not there Monday or Friday, so I can see where that also could occur...
- Amy – ... so that is what six [bullet 6] is designed to prevent, but yet also making sure you are legitimately sick and not just coincidentally [taking off] every Friday and Monday.
- Terri – mmm hmmm...
- Amy – it sound like a great schedule I would want to give that up on my insurance
- Terri – he did
- Amy – he did...okay
- Terri – so those were the questions that we had on around the ...
- Amy – ...the definition of that and who defines
- Rich – there is one other one...one other one was paragraph two...
- Terri – ...or I'm sorry I missed that...
- Rich – ...that's okay...it says immediate family living within the home...so is that ...let's just clarify...so a son/daughter in college, or do they have to be inside the home...
- Amy – ...immediate family living within the home ...
- Terri – ...like grandma...
- Amy – ...like a son a daughter or a spouse
- Rich – ...so if you had a son or daughter...
- Amy – ...or a father mother brother sister foster/step parent
- Rich – ... so if you had a son or daughter...
- Amy – ... they could be living outside the home
- Rich – ...so the father daughter spouse could be outside the home
- Amy – yes...anybody who is living within your home...so like grandma or great aunt or whatever...and then the list of people outside of the home.
- Rich – okay
- Amy – my...good question...any questions on the other one [Time Period]?

_____ CERTIFICATED PROFESSIONAL TEACHER SICK LEAVE.

Each Certificated Teacher of the District shall be entitled to Sick Leave with full pay of one (1) day for each year for each month of service or major portion thereof. Any unused Sick Leave shall accumulate from year-to-year.

A Certificated Teacher shall be allowed to use Sick Leave when such absence is due to illness or death in the individual's immediate family living within the home, son, daughter or spouse. Sick Leave may also be used for the serious illness or death of the individual's family: father, mother, brother, sister or foster/step parent.

For absences due to other causes as well as absence beyond the period of accumulated Sick Leave, the Certificated Teacher shall forfeit a corresponding sum equal to the Certificated Employee's current contractual daily rate of pay of his/her annual salary for each such day of absence.

Part-time Certificated Teachers shall accrue Sick Leave proportionately to their contract status.

1. The District may require proof of illness adequate to protect the District against malingering and false claims of illness.
2. The District shall not provide compensation for unused sick leave.
3. The Certificated Professional Teacher is entitled to the maximum allowance of sick leave, per year, commencing on the first day of employment.
4. Should a Certificated Professional Teacher cease to work for the District prior to the completion of the Contract Year, and the maximum allotted sick leave has been used, the Certificated Professional Employee shall forfeit a day's salary for each Sick Day taken in excess of the entitlement as per Section 33-12'6, Idaho Code.
5. A Certificated Professional Teacher's unused Sick Leave shall accumulate from year-to-year, so long as the individual remains continually in the service/employment of the District.
6. Sick Leave may not be used at the end of employment unless a legitimate medical excuse is provided to the District.

- Terri – on the ...
- Amy – ...Time period
- Terri – now what we are looking at is ...I'm looking at the second paragraph, "An exception to the above standard is for Wednesday Collaboration Days..." can we consider maybe taking away Wednesday and looking at it being weekly, because it may not always be on a Wednesday in the future.
- Amy – [Tim] do we know if it's scheduled for Wednesdays next year?
- Tim – I think it is.
- Amy – I will look at the issue though...I know what you're saying.
- Terri – okay
- Amy – because I have this one as a one year. The other thing that I think this paragraph needs to have added is something that we were chatting about...as we were flushing out issues...as well as the corresponding end of that Wednesday...just add a sentence on the end of that, that it ends [1-year duration]. We basically picked up the schedule and half-hour [later] flopped it back down, so covering that...
- Terri – ...and then as we go on down to the asterisk portions of it, can you give me a little more explanation on that first paragraph [first asterisk bullet]?
- Amy – so say we have an isolated situation where somebody is running late coming from a doctor's appointment...giving a little latitude...you know that you're going to be 5-minutes late because you're running something [for example]...it benefits you and it benefits the District to have...yes we have it set in stone, but we recognize that there are going to be exceptions where someone has an emergency and they're running late...or whatever...that that will be taken care of.
- Topher – so would that be something like say I'm a coach and I have to leave at the field at 3:15 pm...
- Amy – perfect example.
- Topher – and I'm scheduled to work until 3:30 or whenever

- Amy – I would think that’s a perfect example isn’t it. Is that the way you have handled it [Tim]?
- Topher – so is that ...okay
- Terri – wo were talking that being more or less with the flexibility clause
- Amy – yeah
- Terri – and then on the second session [second asterisk] can you talk about any additional work compensation, and what I’m thinking of is that I perform a duty beyond my duty day if you will as a special education teacher, if my kids leave at 3:05 and it’s 30-minutes after [end of duty day] technically I should be able to leave that building at 3:35. I don’t have a meeting scheduled at 3:15 and that goes until 4:15 how is there anyway, because that is part of my job
- Amy – right
- Terri – and how are things like that handled, what’s the envision there?
- Amy – the envision of that second set of asterisks isn’t the situation that you’re speaking of. This is the situation effectively of somebody who is working a 1.17 FTE, so your prep period...you’re are teaching a class and you volunteer and agreed to do that, that’s what that situation is envisioning and I think it is listed here...uhhh...but that’s what we’re talking about and you know what, if it’s something that you ask a question about, it’s something we need to flush out in the paragraph.
- Terri – okay, with that being said, lets back up to the first paragraph...and again...30-minutes before and 30-minutes after...I’m going to use that same example...my special ed meetings go 30-minutes beyond or if I have it during the duty day, and Topher and I are in the same building, I’m going to take away part of his prep period for that time, so what is...
- Amy – there is nothing in here to envision to cover that.
- Terri – okay, but I guess my question is flexibility...where is that flexibility piece for that second...
- Amy – ...well I think some of that flexibility piece could fall into that second asterisk...
- Terri – ...second asterisk...okay
- Aly – I mean it would be one of those things that...with the example that you gave with the IEP meeting that runs a little long...
- Terri – ...and some of it can go very long
- Amy – and that tends to be true
- Teri – you’ve been there as well
- Amy – yes , it’s the end of the school year and we’re still having those fights [IEP], but I envision that is something that could be worked out in the first set of asterisks
- Terri – okay
- Amy – if you’re going to be there late a half-hour for a special ed meeting, maybe there is a little lead way on the front end
- Terri – alright
- Amy – and I’m going to clean up... if you asked that kind of a question on the second paragraph, I’m going to clean up the language to be clear.
- Terri – okay so then I think we can just wait and look at this second proposal and come back that way. Thank you.
- Amy – anything else you have before I present another proposal?

DISTRICT PROPOSAL 1	Date Proposed: <u>6/8/15</u>
<p>_____ TIME PERIOD CERTIFICATED PROFESSIONAL TEACHERS ARE TO BE AT SCHOOL.</p> <p>At each school building, a Certificated Professional teacher is expected to be at the school thirty (30) minutes before the first class of the day begins until thirty (30) minutes after the class day ends.</p> <p>An exception to the above standard is for Wednesday Collaboration Days whereas the scheduled collaborative activity takes place before the first class of the day and Certificated Professional Teachers are expected to be present and participate in such activity.</p> <p>** In individual and unique isolated situations, and upon the approval of the Building Principal, an employees' time at work schedule (before, during or after class) may be adjusted.</p> <p>** A Certificated Professional Employee may be requested to perform a duty beyond that encompassed in the individual Standard Teacher Contract, to include but not be limited to additional classes offered before or after the typical work day or during a preparation period. Should such Professional Certificated Teacher agree to such a request, their salary shall be augmented by a stipend. Any Certificated Professional Teacher may decline such a requested assignment without adverse impact.</p>	
Expires June 30, 2016	
_____	_____
School Board Representative	Association Representative
Date: _____	Date: _____

- Amy – before I hand this out...I've been given specific order to say this...when I sit in this chair and negotiate, it's not me, I do what I'm told to do, sometimes people don't believe that but I'm given direction this is what you're supposed to do and this is how you do it, whether I like it or not. The proposal I'm about to give you makes me horribly uncomfortable because of what Cliff presented the other day, and this is the Districts financial package. The reason it makes me uncomfortable is we are negotiating with money when we are in the red, and that is probably accounting 101... bad juju ...a no no....
- Amy – so this is the District's Insurance and Salary proposal, please excuse my handwriting, I tried to make it as clear as possible but it was a proposal that the District pay the premium increase, employee only, for SelectHealth Option 2, and if you recall that is the one that has the 18.5% increases, it costs \$241,000 in premium cost [insurance premium cost] and the District will pay 2% increase to the base of the of the existing salary schedule, no transition to Career Ladder, it includes PPS and teachers, everybody keeping them together even the state is reimbursing them differently, no salary less than the state approved minimum. I believe that is \$32,700 or in that ballpark, that's why I wrote it that way because I wanted to double check that number, ummm...this is about \$550,000 worth of ...because if I recall 1% is \$150,000 and insurance can go up to \$241,000 or something, ummm...when we are already in the red, this makes me nervous to do this, but this is what your District wanted to do and I think to some extent it recognizes a little bit of what Topher was talking about. Its representing...ummm...both interests...I mean to the best extent possible. Certainly we could have picked a better insurance, but then certainly the pay increase wouldn't be there or we could have put it all in pay increase and your pay increase would be going to pay for your insurance cost, so it was like...I don't want to say cutting the baby in half, but it was trying to recognize the conflicting interests of senior teachers and younger teachers, still recognizing some increase, still going to be in the red...looking like...
- Tim – and like what we talked about this morning, there is a sense of urgency here too, July 1 is right around the corner and so, I have to get those contracts out, [and] we have people who need their health insurance, so I don't want to mess around. *(Tim whispered to Amy that it is okay)*
- Amy – ...I know it's okay, you [Tim] keep telling me it's okay. I'm fearful not to just that fact that that you are in the red, but fearful of next year too. They say they will find a way to make this happen...but

you're still in the red. I have to give you guys [District] credit for coming up with this package, recognizing the increases.

- Amy – any questions?
- Luke – yeah I have a couple of questions. I definitely understand the July 1 deadline, but I also know that we [you] can adjust contracts after that point, and I get the insurance thing too, but I also know that we have been talking about the fact that we [MHEA] don't represent all employees at the table and I get that, and I know that insurance is a quasi-exception because we are bargaining for the entire...
- Amy – ... Idaho Code and Federal Law makes us [table] do it this way...
- Luke – ...exactly...so keeping all those things in mind, this doesn't include steps or lanes, right? It's just 2% frozen where they're.
- Amy – [asking Cliff] frozen where they [teachers] are [steps and lanes]? ...2%?
- Cliff – pardon?
- Amy – frozen where they are...at 2%?
- Cliff – [including] steps and lanes
- Luke – so steps and lanes also, so that should be probably be...that should be part
- Amy – 2% on the base, that's true
- Luke – so that should be...
- Amy – ...trust me we'll [District] have one typed up that is pretty...
- Luke – ...totally, but...
- Tim – ... it says to the base.
- Amy – it does say to the base, there's nothing in here about freeze...
- Luke – well yeah, but...
- Amy – ...I know...that's a clarifying question.
- Luke – yep because that's not what we're [IEA] seeing in a lot of districts, they just say yeah we gave you 3%, everyone is happy and when they [teachers] get the contract, everyone is still where they were.
- Amy – I would rather have you [MHEA] ask the question and let's clean this up.
- Luke – okay, thank you.
- Luke – and then the other piece is...and I know we have...the insurance thing is a nightmare, and without a doubt it kept me up at night...actually this weekend just because I worry about everyone, is three more stuff to look at with the healthcare? Is there a wellness program we could possible implement? Is there...are there pieces somehow that we could bring down some of this price; I mean we didn't talk about employees paying \$25 a month or something.
- Tim – we [District] have a wellness plan in place now [asking Cliff] correct? ...wellness plan... don't we have a wellness plan in the insurance package now?
- Cliff – SelectHealth does have a wellness plan; we didn't discuss it in depth; we also discussed having employees paying a portion of share [but] we [insurance committee] thought that would put a disproportionate burden on classified (*inaudible*).
- Amy – I understand what you are saying and I don't think there isn't any reason that we [table] as a bargaining team...
- Luke – ...absolutely...
- Amy – ...can't give some sort of a directive next year – can you [insurance committee] please look at – ...and create some sort of a laundry list.
- Luke – I know the Timing wise of it, it takes a lot to put together something like that
- Amy – and I admit I'm concerned about...you [Luke] said [that] about Glenns Ferry...it went up twenty...
- Luke – ...twenty-nine percent
- Amy – so if we go 18.5% this year and 20% something next year...it's starting to get to the point where ...classified employees are getting more insurance than they...and they can't afford it.
- Luke – they're paying to work

- Amy – exactly.
- Tim – the people in July I'm worried about are our maintenance folks, I've got one individual who is very ill and if his insurance isn't covered, he has to pay that out of pocket and he doesn't have it...I mean it's just plain and simple.
- Amy – but I don't disagree with you that I think we can come up with a laundry list, and whether they [insurance committee] looked, and I mean they may have looked at a lot of things and never reported it to us, but let's say next year's report back should include, these types of issues.
- (discussion about Luke and Amy's feelings and view on insurance continued)
- Amy – and I'll be honest with you, I'm impressed that they [District] came up with this...it's about \$550,000 give or take (small talk)
- Amy – so that's all the ones I have for today, do you have anything else?

DISTRICT PROPOSAL	DATE PROPOSED 6/8/15
COMPENSATION:	
1. SELECT HEALTH -	
• OPTION 2	
• DISTRICT TO PAY PREMIUM INCREASE FOR EMPLOYEE ONLY	
2. DISTRICT TO PAY 2% INCREASE TO THE BASE OF EXISTING SALARY SCHEDULE.	
• 15-16 NOT TRANSITION TO CAREER LADDER	
• ALL CERTIFIED PROFESSIONAL TEACHERS - INSTRUCTIONAL PERSONNEL AND PPS.	
• NO SALARY LESS THAN STATE APPROVED MINIMUM. June 30, 2016	
_____	_____
BY BOARD	BY ASSOCIATION
DATE: _____	DATE: _____

- Amy – do you want to talk about next meeting? I assume our agenda is going to look very much like this [today's agenda]...I don't think we have...are there any informational pieces that either of us need?
- Rich – none that I can think of right now. I'll leave other on there [agenda] in case we need it.
- Amy – [regarding] old proposals, I have a stack of redrafts to come back at you...that we'll probably spend a good bit of Time on
- Amy – what days are you [Rich] looking at

DATES FOR NEXT NEGOTIATIONS MEETING		
Monday June 15, 2015	or	Thursday June 18, 2015
3:30pm		3:30pm
Date Requested: June 8, 2015		

- Both parties discussed when to hold the next meeting.
- Next Negotiations Meeting: Thursday, June 18, 3:30 – 6:00 p.m.

NEGOTIATIONS ENDED: 11:30 a.m.