NEGOTIATION MINUTES June 25, 2020

To hear the complete discussion of the negotiations meeting of June 25, 2020, please refer to the audio recording link on the MHSD Webpage (Negotiations Page Link).

BOARD/DISTRICT PRESENT: Eric Abrego – Board Chair, Ralph Binion – Board Vice-Chair, Amy White – District Counsel, Albert Longhurst – Director of Student Services, Levi Vick – Business Manager

MHEA PRESENT: Amanda Dickinson – 7th grade Life Science Teacher, Denise Weis – 4th Grade Teacher - North, David Tjaden – IEA

OTHERS PRESENT: Ami Pritchard, Amanda Stratton, Sarah Hall, Kristen Miles, Len Jackson, Brenda Elliott, James Clark, Sharon Morrison, Elena Tullman, Jennifer Lasuen, Jaclyn Lasuen, Josh Dickinson, Rebecca Lyons, Heather Wolfley, Janet Webb, Rosemary Ash, Charlie Murasa, Shelby Sandefur, Bobbie Lockett, Samantha Belau, Janet Hughes, Brittney Deleplain, Amanda Webb

MINUTES: Sharon Whitman

NEGOTIATIONS STARTED: 6:00 p.m.

These negotiation minutes are a synopsis of the conversations of the negotiation meeting. The negotiation meeting was recorded and has been posted, within a reasonable amount of time after the meeting, on the school district website under Departments, School Board, Master Agreement & Negotiations, or scroll down on the homepage (https://www.mtnhomesd.org/master-agreement-negotiations.html).

When referencing the Board, the term "Board" or "District" will be used. When referencing the Mountain Home Education Association, the term "MHEA" or "Association" will be used. Negotiations is between the School Board, including their appointees, and the MHEA, and not with District Administration.

Where the Association uses the term contract, they are referring to the Collective Bargaining Agreement (CBA) also known as the Master Agreement.

Where the term "Master Agreement" is used, the true name of the document is <u>Collective</u> <u>Bargaining Agreement</u> (CBA) and may be used in place of it.

For additional information, please contact either the MHEA (Amanda Dickinson) or the Board appointee (Albert Longhurst).

1. Agenda

AGENDA

June 25, 2020

- 1. Minutes Review/Edits
- 2. Preliminary Matter from District
- 3. Document Exchange Confirmation for Record
- 4. Association's Response to District's Counter-Offers from Last Meeting
 - 5. Association's Proposals

2. Review Minutes

The minutes of June 17 were reviewed, and corrections were made.

3. Preliminary Matter from the District

- Prior to the next agenda item, the Board informed the MHEA of their being made aware of an email that the MHEA sent to staff that they felt wasn't an accurate portrayal of the June 17 meeting and disagreed with the accusations the MHEA made against the Board.
 - Eric read aloud an email sent by the MHEA that he received that was dated June 19, 2020.
 - MHEA Email sent to staff June 19, 2020:

19 June 2020 Dear MHEA Members

We will start this off bluntly—negotiations are not going well. It is essential that every single member, blue-card signee, and teacher for whom we negotiate(i.e. ALL teachers) attend the next negotiations meeting on June 25th at 6 pm at the junior high library and all meetings afterward. Without your support, nothing will change. The Board needs to see that YOU care about your contract.

We knew from the beginning that money would not be a part of the discussion due to the state's holdbacks in funding. What we didn't expect was to be dismissed and have members' top-rated priorities completely brushed aside. One of the simplest definitions of negotiation is "a discussion aimed at reaching an agreement" (Oxford Languages online). The district has not met this definition as there has been no real discussion, only a series of "no's"

Every one of the 7 proposals put forward by your negotiations teams was chosen from the survey you filled out. These were:

- 1. A military spouse clause ensuring that military spouses would not be penalized if they had to
- A minitary spouse clause ensuming that minitary spouses would not be penalized it they had leave during the contract year due to orders
 Securing substitutes for employee absences would be the building principal's responsibility.
 Creation of discipline teams within each building so that teachers are an active part of studied discipline. Note: This item has been number one for the past three years on the surveys.
 The assessment tool for teacher evaluations would be determined by the teacher and that
- teacher's direct supervisor

 Classroom sizes would be 1:20 (K-1st), 1:24 (2nd-3rd), 1:28 (4th-6th), 1:150 total (Jr. High), 1:150 total (HS), and 1:18 (Alternative school)
- An internal vacancy and transfer policy that would give currently employed teachers the opportunity to file for in-district vacancies before the vacancy was opened up for outside
- A patron complaint procedure The district said "no" to every one and offered not a single counter-proposal. This is an all or nothing approach that runs completely counter to the spirit of negotiations.

The district is bringing proposals that have the potential to completely redefine our workday and prep time. This includes redefining the hours we work each day as well as changing the language about our prep time. They also want to allow district-mandated training on all four of the workdays in August instead of just two. We need to stand together to prevent these changes from being made to our contract.

In addition to attending negotiations meetings, please contact the board members and let them know that you are not happy with having your voice silenced. You can email them directly and let them know that they need to bargain in good faith with us and that our concerns matter.

Their addresses are: knox kl@mtnhomesd.org monasterio fc@mtnhomesd.org binion rw@mtnhomesd.org donahue cl@mtnhomesd.org

We hope to see you on Thursday at the Junior High Library at 6 pm with a friend. Without your active participation, you will never see improvements

Respectfully.

Our MHEA Board

- Board's Response to the MHEA's Email to Staff:
 - ~ Ralph read the Board's response to the MHEA, their allegations, and he reiterated what was discussed in previous meetings contrary to what the MHEA claimed.
 - ~ Ralph informed everyone that this was the third meeting, the first was an open discussion by both sides in which the MHEA presented them [Board] with eight different proposal items as follows:
 - * David (IEA) asked if Ralph planned to read their entire response.
 - * Ralph replied yes, the entire thing.

19 June 2020

Dear MHEA Members:

We will start this off bluntly--negotiations are not going well.

This is only now the third meeting the first was an open discussion from both sides and the board was presented with 8 different items from the MHEA for discussion. Most are listed below.

It is essential that every single member, blue-card signee, and teacher for whom we negotiate (i.e. ALL teachers) attend the next negotiations meeting on June 25th at 6 pm at the junior high library and all meetings afterward. Without your support, nothing will change. The Board needs to see that YOU care about your contract [Master Agreement].

We knew from the beginning that money would not be a part of the discussion due to the state's holdbacks in funding. What we didn't expect was to be dismissed and have members' top-rated priorities completely brushed aside.

Every one of the items was researched and several were addressed in language highlighted in yellow and given to the MHEA for discussion.

One of the simplest definitions of negotiation is "a discussion aimed at reaching an agreement" (Oxford Languages online). The district has not met this definition as there has been no real discussion, only a series of "no's".

Again, several of these were addressed with proposed language changes to the contract [Master Agreement].

Every one of the 7 proposals put forward by your negotiations teams was chosen from the survey you filled out. These were:

Having reviewed the survey that was provided to the Board, the membership did not select issues, the membership was asked questions relating to pre-determined issues. Asking questions regarding pre-ordained issues doesn't in actuality establish what the teachers' top priorities are. Regardless, the survey does provide some level of data for each side to consider.

A military spouse clause ensuring that military spouses would not be penalized if they had
to leave during the contract year due to orders

Contrary to the email assertion, the Board and Association engaged in a discussion on this issue during the last meeting. Information was provided to the Association, in detail, about the matter.

There was a single issue for 1 spouse in 2017. This individual signed a [legal] contract – in August-knowing that the family was transferring, and orders were forthcoming. This person was released from their contract in Sept. The base liaison was in full support of the District's actions. It could easily be argued that this entire situation was caused by the employee's decision to sign a contract they never should have signed, creating the problem.

The District has diligently worked on these issues each time they have occurred. In the 12 years the superintendent has been in the District Office there was only this single employee that took issue with how these matters are handled. While the District has and will continue to work with staff members who are spouses of military, we cannot promise every individual that they will be immediately released

from their contract – unilaterally without knowledge of each individual situation. There is no "penalization" of anyone-just a Board trying to balance the best interest of our children and our staff.

This is referenced in the minutes from the last meeting. Contrary to your assertion, this was not a blanket "no" but rather a discussion that from the Board's perspective this is essentially a solution for a matter that is not a problem and seeking to make requirements of the District on a matter that is already working as it is.

2. Securing substitutes for employee absences would be the building principal's responsibility

This matter too was discussed – at some length during the last meeting. The Board explained their concerns regarding this issue, the concerns they have had the past 2 years, and the fact that while neither side may be overly thrilled with the way it operates, it "sort of works" the way it is. To create the change the association wants will necessitate other changes associated with leave, neither of which is to the benefit of either side.

After a lot of research and an 82-page report on the leaves used was created. One of the significant problems identified was that people were not requesting leave in accordance with the leave policy that the district has already in-place. Some people were entering leave several weeks after taking it. When looking at a comparable school in size it was also noted that we use more days and have fewer teachers.

The discussion is in the minutes from the last meeting.

The district did not simply say no, as the Association email incorrectly asserts – the District addressed that if this discussion was going to occur, it needed to provide a supposal on page 10 and 11 section 2.4 of the draft Agreement, which addresses leave use. That supposal remains on the table for discussion in relating to this issue raised by the association. It was explained that if the principal is going to be responsible for subs, parameters need to be put in place regarding use of leave and enforcing existing policy.

Also, the leave is addressed in Policy 407.50 and 409.60.

So, again, contrary to the assertion in your email, this was in no manner a blanket "no." This was an engaged discussion of a perceived problem from two different perspectives that is still on the table for negotiation and discussion.

3. Creation of discipline teams within each building so that teachers are an active part of student discipline. Note: This item has been number one for the past three years on the surveys

With due respect, the Association's brief statement of its proposal is a complete misstatement of the Association's accurately proposed. What is being asserted as the MHEA's proposal is actually what the District submitted in counter. In fact, nowhere in the MHEA proposal is any reference to a building discipline team.

The MHEA proposal was essentially the MHEA seeking to exert individual teachers into each individual disciplinary situation, creating ever greater inconsistency, a problem alleged to currently exist by the Association. It also entirely ignored IEP's, 504's, and Behavior Plans for students – which would put the District in violation of state and/or federal laws.

Currently every building has PBIS teams that address these issues.

As stated above, the Board did in fact submit a counter-proposal which is on page 20 of the Agreement, section 4.1 #6, where it is the District that actually proposed Building Discipline working groups to address student discipline concerns and issues.

Thus, again, the representation that was made in the Association email to membership was a total fallacy-both in what was indicated the association proposed as well as the District's response.

4. The assessment tool for teacher evaluations would be determined by the teacher and that teacher's direct supervisor

This proposal from the MHEA was 4 pages in length and was detailing far more than an assessment tool for teacher evaluations. The MHEA proposal was a policy on evaluation including the various required components of an evaluation policy required by Idaho Law, targeted professional development (even though the Association disagrees with the Board trying to use work dates for PD), leadership and student growth issues.

However, as explained by the Board during discussions regarding this proposal, what was proposed is in violation of the Idaho Administrative Procedures Act, Section 08.02.02.120 - which by the way is specifically referenced in the negotiated Agreement on page 24. In order to create an evaluation policy, four party participants are required – teachers, Board, administration and parents. In the setting of a negotiations table, all four party groups are not present and creating a new policy at the bargaining table, violates this requirement.

However, again contrary to the email's assertion that the District has said nothing but "no" and has not engaged in discussion, the District did in fact make a counter-proposal that is within the parameters allowed by Idaho Law. This counter-proposal is found on page 23 and 24 in section 4.3. This counter-proposal addresses committee development and the Association's participation in the process of review and development in establishing a new evaluation procedure and tool.

5. Classroom sizes would be 1:20 (K-1st), 1:24 (2nd-3rd), 1:28 (4th-6th), 1:150 total (Jr. High), 1:150 total (HS), and 1:18 (Alternative school)

With due respect, the Association again misstated its proposal in the email to members. In no manner did the Association's proposal indicate that classroom sizes "would be" a set number but rather that the "Board would strive to achieve no greater than ____"

In making this proposal, the Association:

- 1. Acknowledged that it did not know the current classroom sizes
- 2. Acknowledged that it did not know how much it would cost to add staff if classroom sizes were a problem. Financial cost is of particular interest given the current economic times and the prioritization of dollars.
- 3. Claimed that this was a problem that resulted in 6-7 teachers being put onto probation when there was not a single teacher "put" onto probation this year, but rather only one employee who remained on a probation from last year.
- 4. Included the options of bussing additional students to an appropriate school with space available- without any consideration of cost or student disruption.

This matter has been discussed by the Board both during our recent negotiation session as well as by the Board during its meetings. At the table the District provided the Association with the actual classroom size figures and discussed such in comparison to local districts and like-size districts. The student teacher ratio – directly from the SDE - is - 18.35 students per teacher. The District has addressed the economic impracticability as well as the disruption of student education associated with bussing.

During the start of the school year last year, due to the Administration and Board keeping an eye on the student numbers, the District hired several teachers. From this perspective, the Association has to realize that this is an area of Board importance. However, the Board cannot make promises of economic solutions – for which there is no knowledge of cost, during these economic times.

6. An internal vacancy and transfer policy that would give currently employed teachers the opportunity to file for in-district vacancies before the vacancy was opened up for outside applicants

Again, this is not a matter for which the Board has simply said "no" with no discussion. This subject matter is addressed in Policy 441 Assignments, Reassignments, Transfers, & Vacancies of Certified Employees. With due respect, the Association has not identified what is wrong with the Board's policy or even acknowledged their understanding that the Board policy exists.

On page 2 of this policy, #2 states that vacancies will be considered in the following order: 1) reassignment within the building, 2) transfers within the district, and 3) other applicants. This policy meets what the association is asking by giving current employees priority for opening if they meet the qualifications.

The proposal put forth by the Association is cumbersome and burdensome to the Administration, when Policy 441, from the perspective of the Board, is already addressing the issue in question.

Discussion has also occurred regarding the administrative flexibility given to principals to decide who they wish to hire within their building. As a Building Principal's evaluation is driving in a significant degree to what occurs in their building, including growth, they should have some right to make these decisions.

7. A patron complaint procedure

The MHEA did put forth a proposed patron complaint procedure. In doing this and through discussion occurring at the table, it was apparent that the participating Association members were unaware of the fact that the District already has a policy addressing this matter and has had such a policy for a very significant period of time. Policy 1012. The language of the Policy that already exists is, again with due respect, a far better representation of the issue and a far more comprehensive policy – being fair to both employee and patron raising a complaint.

The district does not have to put into the Agreement its policy language. The District has the power and duty to make policy for the operation of the District. This policy has existed for years and there have not been issues for which the association's proposal would resolve. A refusal by the District to put its policy into a negotiated agreement is in no manner bad faith or an inappropriate position for the Board to take.

The district said "no" to everyone and offered not a single counter proposal. This is an all or nothing approach that runs completely counter to the spirit of negotiations.

As addressed, this is flat out inaccurate.

- 1. Discussion and consideration have occurred.
- 2. The District has made two counter proposals on subject matters the association has brought to the table
- 3. There is one supposal still open and outstanding in relation to a third issue brought by the association.

The Association has failed to mention the 8th proposal that was brought to the table relating to recognizing the club sport of swimming for purposes of an extra-curricular stipend.

The Association has also failed to mention that the District has proposed movement in the salary schedule at a time when Districts all over the state are frozen in last year's compensation.

The Association has also failed to mention that the District is not proposing any furlough days for the upcoming year and has not sought to RIF any personnel-again, entirely contrary to what is occurring at a number of Districts all over the state.

The district is bringing proposals that have the potential to completely redefine our workday and prep time.

This, again, is an entirely false statement. The District's proposal, submitted in writing and available to any individual who wishes to see it, made absolutely no change whatsoever to elementary or secondary prep time. The District's proposal is that the time remains the same as it did last year. The District did feel it fair to mention that it does not know what that prep time will look like in a COVID world, but the language and entitlement has not changed.

As to the hours for which a teacher is required to be present at school the District has brought back the existing language, with one additional area that indicates that with the uncertainties of COVID, if the educational programs of the District during the 20-21 school year necessitates a change in this clause, other than a short term change – the Board will notify the Association of a need to re-open negotiations to discuss this one clause.

This clause requires teachers to be at school 30 minutes before the first class and 30 minutes after the class day ends. The proposed addition by the Board is actually in the benefit of both teachers and the

District. If the District has to soft-close- which is not a closure of the school in a technical legal sense – it was not imagined that the teachers would want to be required to come into the building during the hours at issue and would likewise want to talk about that issue – and working remotely.

They also want to allow district-mandated training on all four of the workdays in August instead of just two.

During last year's negotiations it was agreed to add two (2) work days to the beginning of the school year. These days were to be time for the teachers to prepare for the year.

It should be noted that the Board does hear from teachers throughout the year. The general consensus of the comments they have received was that numerous teachers did not like and did not want these two extra days. However, given that this was agreed upon in the past, in good faith, the Board did not wish to eliminate the two additional days.

However, due to the emergency pandemic situation, the Board is mandated, by provisions of the CARES Act (Federal), to address training with staff upon the return to school. The purpose of this training is to aid in safeguarding students as well as the school's personnel. The District has no option in this regard.

In addressing the need to do this training, the Board's proposal specifically addressed COVID training as opposed to general PD activities so that this is a matter that would necessarily be revisited during the next school's year's negotiations. As was discussed with the association in making the proposal, the Board could not make any guarantees as to how long this would take but that the goal was for this to take part of one day. Given the unique situation of the pandemic, coupled with the mandate of federal law training and the Board's responsibilities under statute to protect the health and morals of the District's students, this is a very reasonable request.

The Board does find it interesting that these brought by the Association for Negotiations only come up during Negotiations. Association leadership and the Superintendent meet on a very regular basis. They appear to have a very good working relationship. Very few, if any, of these issues were even brought up by the Association during their Monthly meetings with the District Superintendent. At no time has the association taken the opportunity to make any presentation to the Board during the monthly meetings concerning any policy issues that is being worked on during the meeting. In fact, the only related issue we have heard from any teacher regarding the contract [Master Agreement] negotiation was expressed dislike for the 2 additional work days at the beginning of the school year.

We need to stand together to prevent these changes from being made to our contract [Master Agreement]. In addition to attending negotiations meetings, please contact the board members and let them know that you are not happy with having your voice silenced.

I have not been contacted by any teacher concerning any of the items listed by the association this year or last year.

You can email them directly and let them know that they need to bargain in good faith with us and that our concerns matter.

Given the email content, the blatant mistruths contained therein, it does leave the Board to question the good faith intentions of the association at negotiations. The content of the email was not an honest representation of the events to your membership.

It is fair for you to know that the Board and Administration learned of this email due to multiple complaints/concerns received regarding the communication. These complaints came from your own membership and they were not directed at the Board or the Administration but rather were directed at the Association. These communications included apologies to the Board. It is fair for you to know that.

The Board remains committed to resolving this negotiation in good faith, as defined by Idaho Law. Simply not agreeing with your position on a subject matter and/or not wanting to include a subject matter for which the Board does not believe appropriate for the negotiated agreement is not bad faith.

Their addresses are:

Knox kl@mtnhomesd.org

monasterio_fc@mtnhomesd.org
binion_rw@mtnhomesd.org
donahue_cl@mtnhomesd.org
abrego_ei@mtnhomesd.org

We hope to see you on Thursday at the Junior High Library at 6 pm with a friend. Without your active participation, you will never see improvements.

Respectfully,

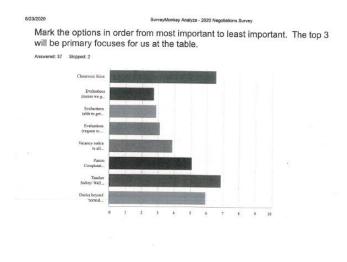
Our MHEA Board

- Ralph stated that the MHEA asked their membership to contact the trustees and listed their email addresses in the email sent to staff.
 - ~ Ralph to date, only one email was sent from a teacher in response to your email and in contradiction to the intentions of the MHEA's email, that teacher disagreed with the MHEA's email and then apologized to the Board for the accusations.
 - The email was read aloud.
 - * Teachers have plenty of behavioral input through their building's PBIS team(s). Many of the rights that behavioral students have are federal law.
 - * No one enjoys an unfilled sub job, especially principals, but it happens despite everyone's best efforts. Principals are already responsible to find coverage for classes.
 - * No one wants an inept teacher in their building and those teachers who "job-hop" around the district to keep from being accountable aren't an asset to any building.
 - * There is no perfect assessment for evaluations, but we have to have some sort of measurement. We teachers do not want a colleague in our building who cannot show that their students are learning. All that is required is to show 50%+1 growth from the previous year, and that isn't high enough. Poor teachers deserve poor evaluations so that they can improve and know the areas in which they need to improve.
 - * Most of the policy language brought to the Board from the MHEA already exist. Every teacher has the opportunity to provide input to the Policy Committee or to the Board prior to the third reading of the policy.
 - * Some District do not allow any leave on Mondays and Fridays and just prior to or after holidays, while other Districts only allow a certain number of teachers on leave and the rest would have to wait their turn.
 - ~ David that's the only complaint you received.
 - * Ralph this is the only response email to the MHEA's email the Board has received. I don't know the number of complaints the District has received.
 - ~ David asked if they (Board) were finished.
 - ~ David asked for a caucus.
- Caucus: 6:30 p.m. 6:50 p.m.
- Amanda felt there were misrepresentation of the Board's response, but we [MHEA] are happy that you [Board] are listening to teachers. She added that the Board stated that much of what the MHEA presented was already in policy, but let me remind you [Board] that teachers' livelihoods are based in their contracts [Master Agreements], so we [MHEA] do feel evaluations belong in contracts [Master Agreements]. The vast negotiations in the state, where they can't afford a lawyer, are collaborative between stakeholders, teachers, administrators, and the Board, with that said, for the good of students, we would like to continue with our proposals.

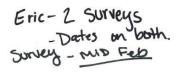
~ Amy – I would like to do that as well, I just want to correct what you just said. In a standard teacher [the actual legal SDE contract] it adopts and incorporates all of policies of the District, so the District policies are part of your contract. I think we should move forward as Ralph mentioned in his response.

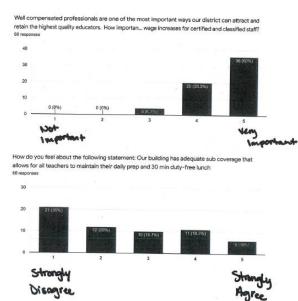
4. Document Exchange Confirmation for Record

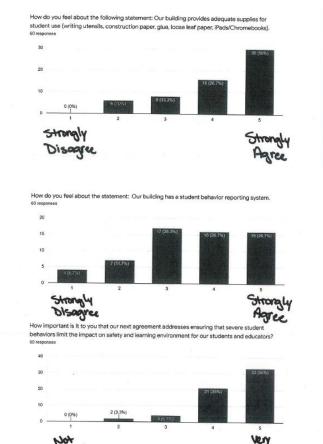
- Documents MHEA Survey & MHSD Leave of Absences Report
 - ~ Amy For the record we need to confirm the documents exchange that occurred. You [MHEA] sent the survey and you received the leave report.



Survey - Monun of January







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- Amanda we didn't get the leave report.
- ~ Amy I will double-check to make sure you get it.
- ~ Eric I thought you got it, sorry.

5. Association's Proposals

• MHEA Prop #1 – Offer #2 – Military Spouse Clause

MHEA #1 6/25/2020

Offer #2

Military Spouse Clause

Upon an employee's military spouse being assigned to a new base that requires a physical move during the course of the employee's contract and the employee requests relief from their contract, the board shall release the employee from their contract.

- ~ Amanda this is important to us [MHEA]. This is a no cost item and you [Board] said that there haven't been issues with it, so if there aren't any issues and it's important on our end, it seems pretty reasonable to include it in the contract [Master Agreement].
 - * Amy so there are no changes to the language to this Offer #2, correct?
- Ralph you [MHEA] said this came directly from your survey sent to staff, but there
 is no mention of military spouse in your survey.
 - * Amanda well...again, in our previous ones [surveys], I did state that I like to do the survey...you'll notice the first question...as I bring in three...I brought some more..., I also take into consideration some conversations that I have with teachers.

- ~ Amy at the beginning of our first meeting, when you [MHEA] presented your first proposals to the Board, you told us that the proposals were based on the top five issues from the survey, and this isn't even in the survey.
 - * Amanda we presented 5 + 2 props
 - * Amy you presented 5 + 3 props, you added the swim coach stipend at the end.
- Amanda asked who she was supposed to speak to for the Board.
 - * Eric anyone [Board] can speak.
 - * Amy you already know who the spokesperson is for the table [Board], of course Eric will speak; Ralph just spoke. You don't get to control the manner in which we ask our questions.
- David are you going to ask questions that have already been answered [looking at or referring to the MHEA email and Board's response]?
 - * Amy if you mean the fact the we already discussed these things [MHEA email] in previous meetings contrary to what you [MHEA] put in your email to staff, yes, we are going to ask the same questions again to prove to the audience that we had already discussed this, but I do have other questions.
- ~ Amy what do you [MHEA] define as the military spouse being assigned, is it when they receive notice of orders or when they receive orders?
- ~ Eric referring to David trying to interject asked for him [MHEA] to give us [Board] a minute.
- Amy what is the trigger for the military spouse being assigned to a new base?
 - * Amanda as we previously talked about, orders are a different story and in my opinion...I will tell you that when orders, not the assignment, I'll tell you it's because assignments change and I promise you [Board], every single military spouse in this room has gotten an assignment and it has changed.
 - * Discussion about military assignments continued.
- ~ Ralph you are not taking into account where it does actually affect the District, because I deal with this stuff on a daily basis and I have for over 30-years. The military person does get notification anywhere from four months from the reporting date up to a year or more. The problem is hard copy orders can come three-days from the report date and you expect the District to release a teacher with a three-day notice.
 - * Amanda here is the thing...alright...this is a negotiation and I am happy...happy...to meet you somewhere in the middle. It doesn't have to be either your [Board] way or my way, this is negotiations. This is my first real offer to you [Board], of course every single offer I bring to you [Board], I'm willing to work with. I want us to work together because I want our employees happy.
- ~ Amy could you explain why this is so important to you when this hasn't been a problem?
 - * Amanda I will tell you [Board] the truth. Military spouses stick together, and, in this town, they are the only family that I got. I got zero support from the District when my husband was gone. My military spouses, we share things, and there was an incident and we all shared an email, and my military spouses don't know what to feel, if our husbands are elsewhere instead of home.
 - * Discussion continued about the MHEA assumption of being "kicked out the door" should an assignment come down due to changes; a supposed unfriendly email from an administrator threatening to come after the teacher; the need for military spouses to feel safe, etc.
- Amy What is the District to supposed to do with empty classrooms. Every situation
 that we [District] have had, the District has found a way to work with the employee,
 the District works with the employee to find someone to fill the empty position and

once they find someone, the teacher is released, so what is your expectation with what the District is supposed to do with an empty classroom?

- * Amanda hire a long-term sub or something else.
- ~ David this is a non-issue, right Ralph, so what is your problem?
 - * Amy she apparently thinks this is an issue.
- ~ David it's important to the teachers, but it doesn't impact the District, so it's a non-issue.
 - * Ralph it does impact the District David. The District is supposed to find a replacement in three days.
 - * David how is that an issue?
 - * Ralph what she is proposing is if we get a receipt of orders from a spouse three days from leaving...
 - * David so it does happen!
 - * Ralph it happens to the military member to receive move orders to leave, but not to the spouse. Notification of orders comes anywhere from four months to a year, year and a half; orders come later.
 - * Amanda that is not true! According to the AFI, they strive, they "strive" for 90-days.
 - * Ralph I have people coming in that are projected 1½-years out.
 - * Amanda that's cool, but they "strive," "strive" for 90-days...and I can tell you from experience that that's cute...that they "strive" for 90-days, and that's all I'm going to say. Every military spouse in here, we've all experienced it.
- ~ Eric so when someone gets orders, they typically get shipped out during the summer.
 - * Ralph the summer is the big rotation time, and quarterly, but it could be anytime of the year.
- Amanda the AFI states that it "strives" for 90-days.
 - * Ralph I understand that, I understand the AFI, I deal with the AFI.
 - * Amanda then state it correctly...please.
- ~ Eric so you are coming from not so much as getting released, but more or less you do know that you have orders, and then changes, and you stay here; you are worried that you won't have a job, because maybe we already filled that position.
 - * Amanda that is part of the concern.
- ~ Amy by that time you already have a contract [actual legal SDE contract] in place. We [Board] are trying to flush out what it is that you [MHEA] want.
- ~ Amanda okay, so, what do you [Board] feel is a reasonable amount of time for a military spouse to let you know that they have to leave, and four months is not reasonable. I know someone who got their orders five-days from leaving.
 - * Ralph yes, their orders, but they received notification long before that.
- ∼ David intelligible.
 - * Eric we [Board] want to make sure that we understand.
 - * Amy we are just asking questions…is it unreasonable to ask teachers to give the District information that they received orders.
 - * Amanda I will tell you yes, because I don't feel that I have a solid "gig." If I told you [District] that my husband has an assignment, you guys [District/Board] would say that a 7th grade science position has opened up.
 - * Ralph that isn't necessarily so.
- ***NOTE: no teaching position is ever opened until a letter of resignation is received by the District Office, Human Resources.
- ~ Ralph once a teacher asks to be let out of their [actual legal SDE] contract, the District first finds a replacement and then that teacher is let out of their contract.

- \sim Amy what is the real issue here?
 - * Amanda It's not fair to force [military spouse] teachers who have small children to be separated and have their credentials threatened. It is not reasonable, this is a military town.
- ~ Amy it is the District's concern that there is someone taking care of the students, but we'll talk about it.
- MHEA Counter to MHSD 4.1 Offer #1 Collaboration & MHEA Prop #3 Counter to MHSD 4.1 – Offer #2 – Working Groups

MHEA Counter to MHSD 4.1 Offer #1

6/25/2020

4. COLLABORATION

4.1 DISTRICT/ASSOCIATION EDUCATIONAL COLLABORATION

The District and the Association shall collaborate 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/Cyber-Bullying, Harassment, and Intimidation Statutes, District Policy, and the Administrative Procedure Act
- Implementation of District's Salary Schedule and modifications, from time to time associated with the Career Ladder
- Building Discipline Working Groups In buildings where the Association and or Administration deem appropriate, individual Building Working Groups shall periodically meet during the course of the school year to review building student discipline concerns and issues.

MHEA #3 6/25/2020

Offer #2

Counter to MHSD 4.1

The district and association shall convene a work group charged with reviewing student behavior and discipline procedures.

The group shall convene no less than four (4) times prior to March 1 of the contract year. The group shall be co-chaired by the MHEA President or designee and the MHSD Superintendent or designee and shall include three (3) additional bargaining unit members selected by MHEA, and three (3) additional administrators as selected by MHSD.

The group shall develop recommendations to the MHEA and MHSD bargaining teams as well as to the School Board no later than April 1 of the contract year.

- Amanda there is supposed to be PBIS and I wouldn't necessarily object to what you guys [Board] put into the Agreement including the changes you had in your proposal and adding ours so that you guys [Board] get an overall understanding of how things are going.
 - * Amy so you [MHEA] don't think the District understands that right now and explain how you [MHEA] don't think the District understands that.
 - * Amanda you [Board] can see in the survey the results that behavior is still number one.

- Ralph according to your [MHEA] survey, teacher safety is number one, classroom size is number two, and duties are number three.
 - * David Ralph, in all respect this side [MHEA] is part of the bargaining unit.
 - * Amy he's only asking a question.
- ~ Ralph I'm just trying to clarify what your [MHEA] survey says. She referenced your survey, so I'm trying to clarify the order.
 - * Amanda Teacher safety is one and it is student behavior, classrooms are two, and duties are three.
- ~ Amy thirty-seven people answered the January survey, were all thirty-seven classified, or certified, or a combination?
 - * Amanda certified.
 - * A short discussion on the survey and the data began.
- Eric on the collaboration, wouldn't some of these be achieved with the monthly meetings your MHEA president and the superintendent have? Wouldn't that be collaboration with your Association leadership and the District Superintendent? You do know the District and Association meet monthly.
 - * Amanda ummm...monthly meeting...sometimes these are brought up, but a monthly meeting...hmmm, I would rather have it in the contract [Master Agreement] it means it's going to happen and hopefully we're pushing for a resolution.
- MHEA Prop #4 Offer #2 Evaluations of Teachers

MHEA #4 6/25/2020 Offer #2

Evaluations of Teachers

The Association and District understand the need for collaboration of resources and best practices to ensure adequate support is provided to all instructional and pupil service staff. In collaboration with Idaho Code 33-1004 (A-E) and Idaho Code 33-1001 and Idaho Code 33-2101(A), the Association and District shall provide the following support to staff:

Evaluations: Evaluations shall be conducted in accordance with Idaho Code, and with the additional parameters provided herein.

- 1. To improve the professional performance of the Teacher.
- 2. To provide the Teacher with regular feedback about his/her performance.
- 3. To specifically inform the Teacher of ways in which he/she can improve.
- 4. To identify and provide specific professional development needs of a Teacher

Pre-Observation meeting: A pre-observation meeting shall be held at least ten working days before a formal observation. The pre-meeting shall be an opportunity for the instructional or pupil service staff member to share the instruction or job-related work that will be evaluated, including goals, objectives, and methodology to be used.

Observations: Observations of Teachers shall be formal or informal

Documented Observations: Each certified staff member shall be observed twice in a school year and each shall be documented. One documented observation shall occur by December 15 of each year, and the second documented observation shall occur before April 15 of each year. The final, written summative evaluation shall be completed no later than May 1.

Informal observation: Administrators may perform informal observations at any time. If an administrator conducts an informal, drop-in, observation, the Administrator shall provide written feedback and meet with the Teacher or pupil service staff person.

If an administrator identifies a deficiency during an informal or documented observation, the Administrator shall schedule a meeting to review the deficiency or concern within in 10 working days of observing the concern or deficiency.

Appeals Process: If a Teacher or pupil service staff member disagrees with the findings of their evaluation, the Teacher or pupil staff member shall have the following rights of appeal:

 The right to review and rebut any evidence the Administrator used in the Administrator's findings. If the rebuttal provides clear and convincing evidence to the contrary of the Administrator's findings, the evaluation must be changed to reflect the evidence.

- The right to request another documented observation and a second evaluation by the same Administrator, or to request an additional observation and evaluation by an alterest a definition of the control of the
- 3. The Teacher may choose which to accept for the final evaluation.
- 4. If, at the end of this process, the Teacher does not believe the evaluation process was followed or the conclusions of the evaluator are not supported by the evidence and data, the Teacher may utilize the grievance procedure to come to a final resolution.

Targeted Professional Development

Teachers holding a Residency Certificate shall be provided mentoring as outlined in Idaho Code 33-1201(A).

Teachers holding Professional or Advanced Professional certification shall be provided professional development in any area of her/his performance identified in a formal observation as "Basic". Additionally, any certified Teacher holding Professional or Advanced Professional certification in year seven or beyond in the profession shall be provided professional development support if the certified employee is found to be less than overall distinguished in the areas of Domain 2 or 3 of the Danielson Framework.

Professional development provided shall include but not be limited to district provided professional development, Association offered professional development, mentoring, and collegial support.

Leadership for Advanced Professional Rungs

A Teacher, or pupil service staff member shall be considered to have demonstrated professional leadership if she/he meets any of the following criteria:

- Serves on a district leadership committee or other committee providing guidance to the district, a department, program, or school building
- Serves on a site-based committee providing guidance, direction to Teachers or one that makes site-based decisions
- 3. Is the recipient of a leadership premium as provided under Idaho Code 33-1004(J)
- Serves in a leadership position in a state or national professional association related to public education
- Serves on a community or state group/organization that works to benefit public education.
- 6. Serves in a leadership position in the association.
- Has received a Master Educator Premium, National Board Certification or leadership premium (re: Idaho Code 33-1004(j))
- 8. Holds a master's degree in a content area related to the teaching profession
- Documents providing mentoring, collegial support or professional development to Teachers and pre-service educators
- Is a respected professional educator serving the students and community of an Idaho School District
- Teachers working as a coach, co-curricular advisor, department team member, gradelevel team, professional learning community, and other groups, teams, or roles supporting students and the district

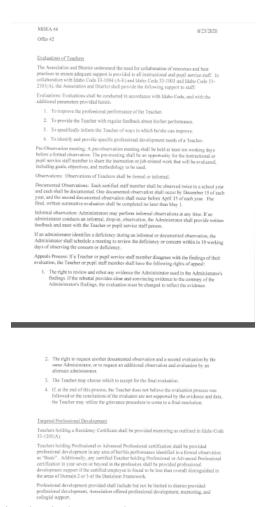
Student Growth

Measurable student achievement shall be determined by the individual Teacher or pupil service staff member, in collaboration with the Teacher's or pupil service staff member's direct supervisor. The ultimate decision is up to the Teacher or pupil service staff member.

Assessment tools that may be used for measuring student achievement shall be:

- Student learning objectives.
- Formative assessments.
- Teacher-constructed assessments of student growth.
- Pre-and-Post tests.
- Other assessment tools defined by Idaho Code at the choice of the Teacher

Multiple Teachers may have the option to work collaboratively to set student growth measures. No Teacher shall be compelled to collaborate.



- Amanda I'm bringing back the same language. We [MHEA] feel strongly about this. We along with teachers, some administrators, and some Boards completely disagree with the interpretation of having evaluations tied to a contract is a violation of Idaho law or IDAPA and can make or break a teacher's livelihood and teachers have the right to include it [MHEA Prop] in their contract [Master Agreement].
 - * Discussion about some school districts and charter school districts have evaluations in their contracts [Master Agreement], the blatant violation of IDAPA [MHEA prop], current negotiated agreement, etc.
- Amy have you [MHEA] even read IDAPA 08.02.02.120?
 - * David there are districts who have their entire evaluation process in the "contracts" [Master Agreements].
 - * Amy if they choose to violate Idaho Code and IDAPA, that's their choice, but did you read the IDAPA code that is sited in the current negotiated agreement?
 - * David IDAPA requires that there be parent input.
 - * Amy and administrative input, and there are not parents or administrators sitting at the table. In the development of the policy it is a four-part process and there are only two parts sitting at the table.
 - * David no one is calling it a policy.
 - * Amy excuse me, pull out your evaluation policy and compare this to it. When you are talking about the process...
 - * David I'll check the language...contract [Master Agreement] language.
 - * (audio intelligible multiple people speaking at the same time)
- ~ Eric so you [MHEA] are saying that if we [District] have a policy that complies with IDAPA, you [MHEA] want to put something else into the Agreement that actually doesn't comply with IDAPA.

- * Amanda we are not always going to have a Board... we're "that's like this policy is great," we [MHEA] want it in our contract [Agreement] so that we can protect it...alright. We [MHEA] can protect it for ourselves, that is the difference. Again, I want to remind you guys [Board] that this is a starting point, we are here to negotiate...
- ~ Amy if you [MHEA] remember we [District] put something in the Agreement about recreating a District Evaluation/Career Ladder policy as part of 4.3., and that the MHEA would be involved in that process.
- ~ Ralph do you [MHEA] have the Evaluation policy that is already out there? What is the difference between the policy that exists and your [MHEA] proposal? We have a policy that meets IDAPA and your policy violates IDAPA by NOT including administrators and parents, so why are we putting stuff that is already in the policy into the Agreement. You [MHEA] will have two conflicting evaluation processes if your language is included.
 - * David policy has to comply with contract [Master Agreement], so without it being in the contract [Agreement] it's just policy.
 - * Ralph and Amy you cannot have it without the other parties being involved.
 - * David so let's bring in the other parties.
- ~ Eric has this even been brought to the Policy Committees' attention at all?
 - * Ralph why don't you [MHEA] bring this up to the Policy Committee. We [District] have already said in the draft Agreement language that we are going to form a committee to address the changes in evaluations by Idaho Law, we [District] are already addressing that IAW Idaho Code.
 - * David the districts that add stuff to the contract [Master Agreement] language are the districts and associations that have an interest in going above and beyond the bare minimum required by law and have the best interest of teachers and students and the community. This allows an insurance that teachers have the final say on what student growth measure is used for their evaluation and he said that it was good for teachers and students. Idaho doesn't' require anything but the minimum and the districts that want to go above the bare minimum to support the teachers, students, and community add this language to the contracts [Master Agreement].
 - * Ralph David, we are not saying we are doing the bare minimum.
 - * David You are! Your [District] policy is the bare minimum required by the law, I can tell you that! You should know that!
- Ralph With the changes in the career ladder and everything else, we [District] have to revise our evaluation policy IAW with Idaho Code and IDAPA, both of which requires the input of Board, Administration, parents, and teachers. We cannot put contract [Master Agreement] language that violates IDAPA into the contract [Master Agreement] if it isn't already in policy. Rewriting the evaluation policy will happen under Idaho Code, so what you [MHEA] are asking us [District/Board] to do is to violate Idaho Law and then fix it by changing the policy under IDAPA, so let's just do what we need to do by law and change the policy where teachers, administrators, parents, and the Board all have input thus taking care of the teachers, students, administrators, and Board. Everyone has the input and it doesn't mean the bare minimum. You [MHEA] assume that we [Board] want to do the bare minimum.
 - * Discussion continued.
- ~ Eric your [MHEA] language does not meet law.
- ~ Amy what is your [MHEA] difference from what is in the District policy?
 - * Amanda a lot of it.

- * Discussion on the MHEA Prop #4 Offer #2 language continued regarding the difference from the District policy and why the language was important and why dates were important, the supposed lack of standards, the assumption that administrators have the time to pick favorites, claims to give teachers more time to correct themselves, the observed dates and lack of time to improve basic teachers, etc.
- Amy what else in your [MHEA] proposal is different than what is in the current policy?
 - * David I wasn't going to go over this point by point, but we [MHEA] can send a document over with the exact pieces [that differ].
 - * Amy can't you just tell me.
 - * David I'm not going to sit here and argue over every word.
 - * Eric but we [Board] need to understand why you [MHEA] are bring this language.
 - * Amanda That's what I've been trying to tell you [Board]. Let's caucus.
- Caucus -7:30 p.m. -7:40 p.m.
- Amy I want to step back for a second, what I'm trying to do by asking questions is in the first meeting when there were the proposals that you [MHEA] presented and we discussed why they were important, that enabled us [Board] to come back with a counter proposal 4.1 and 4.3. With me asking these questions is to understand the why behind some of the language with you [MHEA]. The reason for doing that is if we [Board] cannot give you exactly what you want, if we had an understanding of why you [MHEA] want it or identify certain things in the proposal, even though we may not be able to come back with this exact proposal, we may be able to come back and talk about other things that work within the plan, and that is what we [Board] tried to do with the counter of 4.3. Clearly, we didn't get it to where you [MHEA] wanted it, so that's why I'm picking some of the sections that appear to be different than what you have and understand why they are important and incorporate those into the Board's counter proposal. That's why I was asking why the dates were important and you said that the earlier the observation the better for the teacher.
 - ~ Albert teachers are to receive 10 observations or walkthroughs that lead up to the formal evaluations.
 - Amy you have identified them as documented observations by those days as opposed to informal observations. I'm asking if you think it's more important to have something in writing by your dates. I'm trying to figure out why those dates are important so that I can come up...
 - \sim David what is the question?
 - Amy I understand the Dec 15 date, but please explain the other dates and why you [MHEA] think they are more advantageous, and I can explain why I think they aren't advantageous for teachers.
 - * Denise number 1, we [MHEA] talk about the December date and it being the end of the quarter and Christmas break and some of us would use the opportunity over Christmas break, and then from January on, I would be working on those improvements. Come April 15 and before spring break, I would find out if I have improved and hopefully with my administrator and myself discuss what I need to do, take an online class, go to an observation, etc., and showing some growth and working on moving up from basic. Understand that come the end of April, we need to have student exams, and such completed before the end of school and at the same time, we are expected to be observed during that time, it is so stressful during that time in the classroom with the kids. I know that I have to have my grades turned in the second week of May, but still do classroom stuff, so there isn't a lot of time to improve those last few weeks of school.

- * Amy I'm asking that your perspective, after the April 15 timeframe you think there is less of an opportunity for the administrators to observe your performance in your traditional and typical classroom setting of teaching?
- * Denise yes and their time is limited to finish everyone else's [observations].
- ~ Amy in this language, would you object to a third one if someone is on the cusp on April 15 and needs to work until May 15 to improve, the way this is written kind of forgoes that. I'm just exploring.
 - * Amanda we will accept a counter proposal on that.
 - * Amy I'm just exploring.
 - * Amy explained why she felt the days were too early because there is still almost a month left that teachers on the cusp would have to improve.
- ~ Amy regarding deficiency and the 10-working days, is that also why you want the difference between April 15 and May 1, so that there is an opportunity to have the meeting to discuss the deficiencies.
 - * David the 10-working days is to receive feedback in a certain period of time.
- ~ Amy are you saying the summative evaluation could be completed prior to the completion of review of the deficiencies, the provision of records, and a final decision?
 - * David it could be written that way.
 - * Amy that is why I asked, so that gap was so that that process could be completed.
- \sim Eric is the December 15 flexible?
 - * Amanda no, because that is the week before Christmas break and every teacher is losing their mind, so we're flexible to earlier in December.
 - * Eric I asked because the 10-days gap leads up to Christmas day.
- ~ Amy referencing the targeted professional development (part 2) ...
- ~ David I want to ask about the appeals process and why we [MHEA] think it's important.
 - * Amy yes, it's important for teachers to have an appeals process.
 - * David but the Board doesn't provide for that.
 - * Eric, Ralph, & Amy yes, we [Board] do! We have a policy that provides that process.
 - * David once again, its not in the contract [Master Agreement].
 - * Amy it's a long policy.
 - * David it's a rebuttal, right?
 - * Amy it's a mix.
 - * David unintelligible, couldn't understand
 - * Ralph read the rebuttal and due process rights of teachers of the District's Teacher Evaluation Policy.
 - * David it's a rebuttal.
 - * Discussion about the MHEA #4 Offer #2 continued.
- ~ Amy asked about the MHEA language of the right to request another documented observation, second evaluation, etc., and when was that supposed to be done in relation to your required December 15, April 15, or May 1.
 - * David that would fall into the contents of the evaluation.
 - * Amy would that be the statutory timeline, the policy, or the negotiated agreement?
 - * David that would follow into contract [Agreement] and law, as you know.
 - * Amy you didn't answer the question, which one is it expected to follow, the statutory timeline, the District Policy, or the negotiated agreement. Does it have to be done before December 15, the second observation if you appeal your initial observation?

- * David unintelligible, couldn't understand
- ~ Amy you want to be able to do both grieve and appeal?
 - * No response
- ~ Amy regarding Targeted Professional Development, I think this is separate and apart from the rest of the topic...do you consider this separate from the evaluation?
 - * David yes.
- ~ Amy should we consider these four separate proposals or Offer 2 or A, B, C, D, four separate proposals?
 - * David it's not all or nothing.
- MHEA Prop #4 Offer #2 Part B Targeted Professional Development
 - ~ Amy when would you [MHEA] envision the PD would have to be provided in relation to a finding of basic in a formal observation, which by the way your [MHEA] use of formal observation here is used differently on page one [MHEA prop], to be provided in relation to the finding and what do you [MHEA] define as formal observation in light of your earlier proposal?
 - * David documented [unintelligible, couldn't understand].
 - ~ Amy philosophically, what kind of PD do you [MHEA] think would be beneficial and helpful? Is it something that the administrator decides, is it something the teacher decides, or something they collaboratively discussed together?
 - * David collaborative.
 - ~ Amy what if the teacher has more than one basic?
 - * David intelligible
 - ~ Amy is this in addition to probation or part of probation?
 - * David it has nothing to do with probation.
 - Amy how about an informal plan in the building or is it part of an informal plan?
 - * David Eric, Ralph, James, and Amanda all signed the language of the legislative Bill that states that the District and Association work together to ensure a highly professional PD to give teachers ever opportunity to achieve distinguished and to ensure that they are at least at proficient, so this is our attempt to work collaborative with the District.
 - ~ Amy I don't disagree with anything you just said but it didn't answer the question. Do you envision this to be in lieu of the informal plans, be part of the informal plans, etc.?
 - * David Amy, it has nothing to do informal plans and it has nothing to do with probation.
 - ~ Amy so they [Administrators] would have to do both, if that's the choice of the administrator to do a probation or an improvement plan, it would be both?
 - * No response.
 - * Discussion continued targeted PD.
 - ~ David we want to make sure the District is providing high quality PD.
 - * Amy you've said that and I'm trying to flush out the questions.
 - David claimed that three other districts that he worked with adopted this language verbatim into their contract [Master Agreement] and without an attorney at the table. He claimed that this was good for teachers and good for students. He turned to Eric and Ralph and asked why the difference here?
 - * Ralph I would like to know why you have something against Amy because it seems that every chance you [David & MHEA] get you comment, "...with other districts that don't have attorneys at the table..."
 - * David I want these folks (audience) to see how it could go.
 - ~ Eric Do you want to know how it's gone? It's gone well.

- * Ralph it's gone really well without you [David]. When Luke was here, we went to mediation once and that was over salaries. If you [David & MHEA] don't like Amy at the table, that is fine, but here is the problem at the table, your [MHEA] wording that you're presenting is vague. We [Board] know that the PD the District offers is high quality PD, so what exactly does the Association consider high quality class?
- * Amy that is why I asked the questions. I know you [IEA & MHEA] complained that I was going to be at the table and James informed you that I was the person who managed to get the language correct. Anything that is vague that the Board doesn't understand could end up as a grievance, which costs the District money, plus it creates disharmony and we [District] don't want that.
- * Amanda you [Amy] cost the District lots of money.
- * Amy I also save the District lots of money.
- ~ David & Amanda how much do you make off the District? What does it cost the District to pay your retainer fee?
 - * Amy there is no retainer fee because I believe it's inappropriate to charge a retainer fee to a public entity. How much does the MHEA pay the IEA?
- David again asked what do you [Amy] cost?
 - * Amy I honestly don't know.
 - * David turning to Eric, how much does she cost?
 - * Eric I don't know, I'd have to look it up.
- ~ Amy are you [MHEA] going to answer how much of the association dues goes to the IEA? Now let's continue to MHEA #3 and something that is actually negotiable...
- ~ David can I make a request for public information?
 - * Amy I have no problem with that at all.
- ***NOTE: Mrs. White is the District's lawyer for much more than just negotiations.
- ~ Ralph would you explain why that is relevant to negotiations?
 - * Amanda we [MHEA] have talked with James several times and we've had promises behind doors that eventually we would negotiate without your [District] lawyer.
- ~ Amy I'll be honest with you, that is the goal, but then you [MHEA] send out an email to district staff like the one you sent full of inaccuracies and misrepresentations, and that is why I'm stuck sitting here at the table.
- ~ David you [Board] said that it has gone well for the last three years.
 - * Eric & Ralph and it has.
- ~ Amy can we move on...tonight hasn't gone well; you [MHEA]sending out the email didn't go well...can we move on to try to get through page three of your [MHEA] proposal.
- ~ Amanda let's just go on.
- ~ Ralph all we [Board] are asking for is clarity. What do you consider when you make the proposal of us [District] to provide as high-quality PD to teachers? What do you consider as high quality?
 - * David once you guys [Board] counter, then we [MHEA] will provide examples next time.
- \sim Amy again, can we please move on to page three?
- MHEA Prop #4 Offer #2 Part C & Part D Leadership & Student Growth
 - ~ Amanda yes, we [MHEA] added what is printed in red.
 - * David we explained all that at the last meeting.
 - \sim Amy is everything else the same?
 - * David umm hmm.

- ~ Ralph I'm going to ask the same question that I asked the night you [MHEA] presented this, there is no clarity on this again. What do you [MHEA] consider serves in a leadership position in any group community group, state group, organization? Which organizations? We've discussed this before, there are lots of groups and organizations such youth group leadership, religious groups, there is the boy scouts, there are coaches, is that all counted. What positions count and what doesn't?
 - * Amanda again, we've talked about this and we [MHEA] want it vague because we want teachers to have every opportunity to participate in a leadership position in the community to get the Advanced Professional Pay.
- ~ Amy what if the District doesn't believe that something you have listed is leadership, but the teacher does.
 - * Amanda then counter.
- ~ Amy that doesn't explain...your [MHEA] verbiage is so unbelievably vague that it is a walking grievance.
 - * Eric that's what I thought.
- Ralph Amanda, you have told us all night long to feel free to counter, but there has been no counter to what we presented. The counter from the Association has been here is the same thing we gave you on day one. Where is the counter from you [MHEA] to what we [Board] had given you? There is no change to any of this. All you've done is given us a reproposal of the same proposal that we discussed from the first meeting and the last meeting.
 - * David your [Board] counter for #1 was to leave it the exact same, we feel like this is as far as we go.
 - * Amy not so, we [Board] had no counter to #1; can we move on to #4 because you [MHEA] respectively agree to disagree and that's okay. Regarding Student Growth, is this your [MHEA] attempt at what you think is important in having teachers drive that with your administrator as opposed to the measures that are in the currently policy.
 - * Amanda yes.

High School

Alternative School 7-12

• MHEA Prop #5 – Offer #2 – Classroom Sizes

MHEA #5		6/25/2020
Offer #2		
Classroom Sizes		
The board will strive to achiev	we no greater than the following class size ra	ntios:
Grade	# of Students	
Kindergarten-1st grade	20	
2nd grade-3rd grade	24	
4th grade-6th grade	28	
4th grade-6th grade Junior High	28 150 Students per teacher	

When the maximum enrollment at a specific grade level has been reached, the District shall may accommodate additional enrollment by:

150 Students per teacher

18 Average Daily Class load

- 1. Busing the additional students to an appropriate school with space available.
- 2. Assigning an instructional assistant to the classroom. However, if the student enrollment in that class drops below the limit, the instructional assistant will be reassigned or released after 10 days notice. The instructional assistant assigned to the classroom of students shall remain with those students except under exceptional circumstances.
- 3. At the district's discretion, adding certificated staff.

- ~ Amanda you guys [Board] respectively declined this offer and so we [MHEA] changed the word "shall" to "may" to make it a suggestion instead of a hardline.
 - * Amy initially when you [MHEA] proposed this, the first line states the Board will strive to achieve versus will achieve so it's not a requirement that the Board achieve this.
 - * Amanda yes.
- ~ Amy since the discussion, have you [MHEA] figured out what this would cost the District if the District implemented it?
 - * David it costs nothing, it's a "may" so it costs nothing.
- ~ Amy if this is a "may" and no one has any obligation to do anything, why are we putting in an Agreement?
 - * David we [MHEA] would like "shall" but this takes step in recognizing class size as an issue and it's a step forward for teachers to see that the Board recognizes this as an issue and that we go on strike for these things and hopefully down the road we jointly can make some commitments to do things about class size.
- ~ Eric do you [MHEA] feel that we [Board] currently are not striving to address this?
 - * Amanda so it's like you [Board] say it's 18:1, but if we're general education teachers and that is not truly what it is for general ed teachers, so yeah, I think striving also gets...especially for the higher grades, it gives us [MHEA] some class sizes, may be smaller. It sets a standard.
- Ralph to go back to Eric's question, you [MHEA] didn't answer the question. Do you [MHEA] feel we [Board] are not doing this even though we [Board & District] hired additional teachers last year to address classroom sizes in the elementary schools and middle school, and we also reassigned teachers the year before to help address classroom sizes?
 - * David no one is questioning...this is a joint effort to recognize it in the contract [Master Agreement] so that it's an important issue to both sides.
 - * Amanda I have conversations with "people" who address class sizes as maybe helping them with their improvement plans.
- ~ Amy if the middle paragraph has may instead of shall is there a need for anything there because you know right now the District can't afford anything on here.
 - * Amanda which is why we [MHEA] changed it to a "may" for future years.
- ~ Amy this is a one-year Agreement; next year we come back and start over with a clean document.
 - * David it's something to go on.
 - * Amy you didn't answer the question, but that's okay.
- Ralph I hope you [MHEA] realize whether it's a "may" or "shall" there is a cost to this language, bussing, not allowing school choice, what about those parents who don't want their children bussed to a different school, etc. There are additional costs to implementing this, and it would drive the District to shutting down open enrollment. Is this something the MHEA is supporting, is telling parents that if they live in a certain part of town, they can only send their children to one particular school?
 - * David is that really what you hear Ralph? Is that really what you heard in all of our rational?
 - * Amy he's asking if you [MHEA] are okay with it.
- ~ Ralph I'm asking. In order to make this happen means we might have to...
 - * Eric That may be what we [Board] will have to do [shut down open enrollment and school choice].

- ~ Ralph The Board would have to consider shutting down open enrollment in the district denying parents the choice of what school to go to in the elementary level.
 - * Amanda well, that might be what you [District] have to consider.
- Ralph is that what the Association is supporting is to shut down the open enrollment?
 David nope.
- ~ Ralph when you talk about bussing kids to other schools that affects the bussing costs, and I know this is a "may" but if it's a "may" or a "strive" and it is put in the Agreement, there is nothing here that requires anyone to honor this.
 - * David is that a question?
- MHEA Prop #6 Offer #2 Internal Vacancies and Transfers

MHEA #6 6/25/2020 OFFER #2

INTERNAL VACANCIES AND TRANSFERS

When a job posting occurs in the District for a certificated non-administrative position, notice shall first be sent to all certificated employees to afford the opportunity to request a transfer into the position. The notice shall include the minimum requirements as well as the closing date and time. There will be a minimum of five (5) work days before any position is posted for out-of-district applications.

The request for transfer must be made in writing to the Building Principal/Immediate Supervisor within five (5) days of the date of notification. Prior to interviewing external candidates, current qualified certificated employees wishing to transfer into the open position shall be provided the opportunity for a face-to-face interview with the building principal and/or immediate supervisor of the position.

If the transfer request is approved, the Principal/Immediate Supervisor shall notify the District Human Resources Director of the acceptance of the transfer. If the transfer is not approved, the individual requesting the transfer shall be notified in writing, along with the reasons the individual was not approved for the transfer, and the position will be open to applicants outside of the District. The transfer applicant may apply for the position along with the applicants outside of the District.

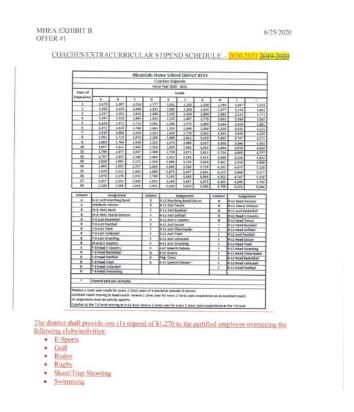
In the case of multiple employees requesting an in-district transfer for the same position, when all other factors are substantially equal, length of contracted time in the district shall be the deciding factor in filling the vacancy.

- ~ Amanda it's very similar and the argument that you guys [Board] made about the transfers of applicant may apply for the position along with the outside applicants was crossed out and we [MHEA] also add the word qualified as discussed earlier.
- ~ Amy since the last session, have you [MHEA] reviewed District Policy 441 and is there an issue with Policy 441 that you take issue with?
 - * David nothing in particular, this is better language.
 - * Amanda again we [MHEA] want to protect our own in the contract [Master Agreement] and not just in policy.
- ~ Amy the way you [MHEA] have this written it interrupts multiple classrooms of students.
 - * Amanda it's happened before.
 - * David all it does is requires an interview.
 - * Amy I have a grievance going right now that all it required was consideration in the grievance that you [school district] didn't hire me that is being brought by the Association against the District.
- ~ Ralph has this been brought to the Policy Committee or the District Administration Office about changing the policy?
 - * Amanda no.

- * Ralph why not?
- * Amanda because we [MHEA] are bringing it here [to the Board] and because we want it in the contract [Master Agreement].
- ~ Eric this is why we [Board] keep asking, almost everything we have is in a policy and maybe it's not agreeable by you guys [MHEA], but we have policies that address all seven of these [MHEA props], well maybe not your swimming pool one, but we have policies that address seven of these and all throughout the year, with the exception of evaluations, these [MHEA proposals] have never come up in the monthly meetings. Instead of dealing with these once a year, why isn't it being brought up on a monthly basis. The opportunities are there for your [MHEA] leadership to present this to administration; they [MHEA officers] should be bringing up their issues monthly, they should be asking how to change policies, they should be asking how to address their issues, they should be asking to collaborate all year long, etc. Instead, we spend numerous hours discussing these during negotiations.
 - * Ralph you [MHEA] have opportunities to bring it to the Board as a delegation, and yet not one time has the MHEA for the five years I've been on the Board has come as a delegation or given input or given public input on any policy that has been sent out. I've never gotten any input from any teacher on any policy.
- David so maybe to alleviate this discussion happening on every single article we need to get it out on the table that there is a difference in philosophy here that these five School Board Members...in that the MHEA believes in more belongs in the contract [Master Agreement] and brings it to the negotiations table and this Board feels that the Board should have the sole responsibility to have the determination to change policies. It's a classic fundamental difference in philosophy, the union wants more in a contract [Agreement] the Board wants less.
 - * Eric that is always the case.
 - * David continued commenting on the difference in philosophies.
- ~ Ralph none of this has ever been brought to me, I can't speak for the other Board members, but the impression that we have is that the teachers are happy with the policies because there has been absolutely zero input beyond what goes to the Policy Committee beyond rewrite, so if you're [MHEA] not happy with this stuff, then you need to give input and then work on a possible policy change.
 - * David Ralph, wise point; I think this team probably has thoughts and ideas on why teachers won't speak in a public forum, but we don't have good enough data information to speak positively about that, maybe we will have some sort of response as to why.
 - * Ralph if we [Board] don't know there is a problem, there isn't anything we can
- Amy and right now the information that they have is that according to your survey vacancy notices to employees is the fifth most important issue to 37 people. The Board is trying to say that if they hear about it at such things like Policy Committee level or during the monthly meetings with the superintendent then you're are trying to fix the problem early. It's in the section about collaboration.
- ~ Eric how many teachers are on the Policy Committee?
- ****NOTE: there are four teachers, but one resigned at the end of the school year.
- Amy one of the things District Administration did after the last meeting, when so many policy things came up and it seemed that the MHEA didn't know what policies were in existence, a new online policy input form was put on the District Website and several areas, so in addition to the other avenues to give input on policy, there is now one more.

- ~ Ralph I'll put it out there that if there is anyone in this room that has any questions or issues with policy, and we talk about them in the Board meeting, you can email us and let us know...
 - * David questioned Ralph on speaking to the audience.
 - * Amy no, he was telling the MHEA that if anyone...
 - * David he said I want to tell the people out there.
 - * Ralph no I didn't, I said everybody in the room.
 - * David unintelligible, couldn't understand
- ~ Eric to let everybody know that you have our email addresses and we welcome any communication.
- 6. Association's Response to District's Counter-Offers from Last Meeting
 - MHEA Prop #7 Patron Complaint
 - ~ Amanda we are holding off on this until next time, with a counter offer.
 - MHEA Rejections of Board Proposals
 - Amanda we have a blanket statement. I want to avoid COVID in the language. I reject 1.5 and 2.2. I want it with the statement that we will have a MOU that once we get closer and we know exactly how it will look with COVID and reopen negotiations to address action plans. We [MHEA] don't have a solid plan for what we want to do, and I would hate to change our contracts of the what ifs. I reject 1.5 Time Period for Teachers to be at Work and 2.2 Contract Year, however, I would like us to consider an MOU to revisit negotiations if the circumstances require it.
 - * Amy you're rejecting 1.5 Time Period for Teachers to be at Work, so if the schools close both parties would revisit on whether the teachers had to be in school, and 2.2 Contract Year...
 - * Amanda you guys [Board] took our two teacher workdays and we [MHEA] want to negotiate them back in. I don't want to have to renegotiate those back in every year.
 - ***NOTE: The 2020-2021 School Calendar shows that August 11 & 12 as teacher workdays.
 - Amy when do you envision the District do the federally required COVID training?
 - * Amanda we have two PD days at the beginning.
 - * Amy and we need to do the federally required Title IX training, and the other beginning of the year stuff
 - ~ Amanda have you guys [Board] ever considered moving the students start date back and moving one of the PD days to the beginning of the school year?
 - * Amy that would mean having five-days at the beginning of the year, is that okay?
 - * Amanda yes.
 - ~ Ralph why do you [MHEA] want the COVID training removed? You want to renegotiate the Agreement?
 - * Amanda of course we [MHEA] want to renegotiate our contract [Master Agreement]. That's why we are going to write an MOU. Come August 1, if all is normal, we won't have to meet. Once we know what we are doing, then we can talk about it.
 - ~ Amy what is your [MHEA] understanding of the difference of a MOU and the Master Agreement, because they are both 1-year Agreements, they both end June 30.?
 - * David unintelligible, couldn't understand
 - * Amy what is the difference, you [MHEA] said it's a practical matter instead of a legal matter? I'm trying to understand why you would want a MOU instead of a Master Agreement.

- Denise my question is with the MOU, that would be a separate document from my contract [Master Agreement].
 - * Amy no, it is part of your contract [Agreement], it's just a different term.
- ~ Amy in summary, you [MHEA] want to avoid reference to COVID, you reject 1.5, and you reject 2.2.
 - * Discussion began about COVID, COVID training, no training on teacher workdays, etc.
- ~ Amanda regarding 2.4 Certificated Personal Leave, we have data that we need to go through, so we'll bring something back next time.
- \sim Amanda 3.2 Leave without Pay, we are rejecting since it's already for a year, the District should plan on the employee returning.
 - * Amy you [MHEA] would be surprised how many employees don't return.
- ~ Amanda well we already signed letters of intent at the end of the year and to us that is the same thing.
- ~ Amy do you [MHEA] think it's asking too much of an employee on Leave of Absence to notify the District by March 1, if they're going to come back?
 - * Amanda we already do with our letters of intent.
- ~ Amy so what's the problem with having it in language if you already do?
 - * Amanda why would we need it if we have letters of intent?
- ~ Amy you're [MHEA] bringing the same argument of the Board saying why have it in the Master Agreement when it's already in policy.
- ~ Amanda we [MHEA] are rejecting 4.1 Collaboration
- ~ Amy are you [MHEA] rejecting the District's counter to MHEA #4, 4.3 District Evaluation/Career Ladder Education Team?
 - * Amanda yes.
- ∼ Amy what about your [MHEA] proposal #8 provide a swim coach stipend?
 - * Amanda we're getting to that.
- MHEA Prop Appendix B Offer #1 Coaches/Extracurricular Stipends Schedule



- Amanda we [MHEA] added a statement that the District shall provide one (1) stipend of \$1,270 to the certified employee overseeing the club/activity. This does not hold you [District] responsible for travel, this does not hold you [District] responsible for buying a swimming pool, this is just a stipend for the six (6) clubs/activities that we discussed.
 - * Discussion about the clubs and the certified coaches continued, revisited some previous conversations, the possible liabilities, assumptions, etc.
- ~ David inquired about movement on the supplemental schedule.
 - * Amy there is no movement on the supplemental schedule.
 - * David so only years and experience as listed is the only movement.
- MHEA Prop Appendix A Offer #1 Salary Schedule

2021 Certified Sa	lary Sche	dule	
Step	Salary		
RP1	\$	40,000	
RP2	\$	40,500	
RP3	\$	41,000	
P1	\$	43,775	
P2	\$	45,706	
P3	\$	47,638	
P4	\$	49,569	
P5	\$	51,500	
BA6 (BA+24 Required)	\$	53,560	
BA7 (BA+24 Required)	\$	55,620	
BA8 (BA+24 Required)	\$	58,710	
MA9 (MA Required)	\$	60,337	
MA10 (MA Required)	\$	63,603	
o Steps	the 20-21	Career Lade	der allocation amounts
.0% Added to all cells P1 th .Cells to CL allocation = \$7	0	A10	
% to P1 through MA10 = S	255.700		
	,.00		
otal Cost = \$335,200			

- ~ Amanda we [MHEA] appreciate you guys [Board] willing to negotiate this. We appreciate the steps, but we have a lot of people who are here (pointed somewhere on the salary schedule) and everybody last year worked equally as hard to accommodate, so we would like to keep people where they are at, the R1, R2, and R3 cells got the match from the state, and a 3.0% salary increase to all cells.
 - * Amy where did you get the numbers for RP2 and RP3?
 - * David claimed that they matched what the allocations were.
- ~ Amy and the rest don't match the allocation, correct?
 - * David they are the allocation amount plus 3%.
- Amy do you know how much the 3% raise costs?
 - * Amanda we wrote it at the bottom. [The MHEA assumed that the cost of the 3% would only be \$335,200.]
 - * Eric does that include benefits?
 - * Amy rollup costs?
 - * David not rollup costs.
- ~ Amanda this way everyone gets something.
 - * Ralph so you [MHEA] are proposing a 3% pay raise?
 - * Amanda yes.

- ~ Eric we [Board] will need to run the numbers.
 - * Amy we [Board] need to calculate the numbers because of the rollup costs that weren't considered in your [MHEA] assumption of the \$335,200 cost, such as PERSI and FICA and such.

***NOTE: The MHEA didn't take into account the FICA, PERSI, and benefits costs, so the Board needed to calculate what the actual total cost of the 3% raise would be.

- ~ David we [MHEA] costed it the same way you guys [Board] costed it.
 - * Levi what do you mean by that?
 - * David you have \$190 [\$190,000].
 - * Levi that's including benefits and all; I included it all in my calculations.
- ~ Amy asked to caucus
- Caucus 8:40 p.m. to 9:00 pm
- Amy we [Board] need to do the math because the way you [MHEA] wrote the proposal, you have the steps frozen and our proposal included movement, so we need to do the math.
- 2020-2021 Contracts
 - ~ Amy informed everyone that with negotiations pending, the District will issue Contracts with last year's amounts.
- 7. Next Negotiations Meeting July 23, 2020 6:00 p.m. HMS Gym
- 8. Next Agenda
 - Similar topics, minutes and responses.
 - ~ David I ask that if there is a change in the agenda to what we discussed here tonight that we be notified in advanced.
 - \sim Amy okay.
- 9. Adjourn 9:10 p.m.