

NEGOTIATION MINUTES

May 2, 2016

DISTRICT ADMINISTRATION PRESENT: Amy White, Jack Walborn, Ralph Binion, Albert Longhurst, Cliff Ogborn

MHEA PRESENT: Luke Franklin, Rich Urquidi, Robynn Schipani, Topher Wallaert

OTHERS PRESENT: Marilyn Kellerman, Rhonda Urquidi, Denise Weis, Janet Hughes, Roberta Lockett, Jay Lockett, Joe Yochum, Sean Foster, David Jaden

MINUTES: Sharon Whitman

NEGOTIATIONS STARTED: 4:30 p.m.

These negotiation minutes are a synopsis of the conversations of the negotiation meeting. Both the District Administration Office (Board or District) and the Mountain Home Education Association (MHEA or Association) recorded the negotiation meeting. A copy of the audio is posted on the school district website within a week of the negotiations meeting. For additional information, please contact either the MHEA (Richard Urquidi) or the District Administration 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 may be used in place of it.

1. Introductions –

- Rich Urquidi (lead negotiator - MHEA), Robynn Schipani (MHEA), Topher Wallaert (MHEA), Luke Franklin (IEA Rep – MHEA), Amy White (lead negotiator - Board), Albert Longhurst (District), Jack Walborn (District), Ralph Binion (District), Cliff Ogborn (District)

2. Rich – Handed out the proposed agenda for approval.

MHSD and MHEA
Bargaining Session Agenda
May 2, 2016
Team Introductions
State the Purpose of the Meeting
Establish Guideline/Ground Rules
Other
Establish Next Meeting Date/Time
Adjourn

3. Amy – Handed out the proposed ground rules for approval.

- The first agreement signed off by both parties.

PROPOSED GROUND RULES
2016-17 Negotiations

1. Treat each other with courtesy and respect, focusing on the issues and not the person.
 - A. It is ok to disagree and to vent – however, such should be directed to issues and not people.
2. Meetings shall start and end on time. If a delayed start is necessary, timely notice should be made to the extent possible. Meetings may be extended or postponed by mutual consent. In addressing meeting time and location issues the parties must be cognizant of the open meeting and posting/notice requirements
3. Each team has a spokesperson. The spokesperson may call on his/her other team members. All comments will be listened to and each participant shall have an equal voice in the process. All cell phones shall be on silent, absent disclosure and agreement of the parties.
4. Meetings, whenever possible, shall be agenda driven. The agenda for each successive meeting shall be established before the conclusion of each scheduled session. Each team may identify at least one agenda item for each session.
5. Each team shall make all best efforts to explain, clarify and answer questions relating to the matter of discussion. Further, each team will make all best efforts to provide accurate information in a timely manner as such is requested.
6. Requests for side bars will be allowed by mutual agreement as to topic and team members involved, if any, to facilitate the discussion at the table during negotiations.
7. Respect each team's request to caucus.
8. Minutes for the Board shall be kept by a Board designee. The parties shall make all efforts to notify of errors contained in the Board's minutes. If the Association's team is not in agreement with the Board's minutes, the Association may submit a rebuttal set of minutes, which will be appended to the Board's meeting minutes. The rebuttal minutes of the Association are also subject to a Board attached rebuttal. The minutes of the meetings will be subject to public records requests as will all submitted rebuttals.
9. Tentative agreements shall be in writing, initialed by both chief negotiators, dated, and included in the meeting minutes for the meeting during which the tentative agreement was reached. There is no ratification of TA's until total agreement is reached by both teams.
10. Negotiations between the parties will be in open session. Ratification shall be pursuant to Idaho Code.
11. It is understood that each duly appointed team is empowered to draft language, negotiate, and reach tentative agreement on the issues.

Amy *Rich*

4. Majority Representation

- Amy – I understood that the Board didn't request majority representation status.
~ Rich – Correct.

5. Minutes

- Amy – Sharon is going to take the minutes again.
- Amy – I noticed that the on the website, both the recording and the minutes were posted, is that the general gist for this year?
~ Sharon – I was planning to [post on the website].
- Amy – Is that okay?
~ Rich – We're [MHEA] good with that.
~ Amy – So am I.
- Sharon – May I request permission to do bulleted minutes instead of verbatim?
~ Amy – You [Sharon] want to do minutes instead of verbatim; I'm fine with that. Are you [Rich]?
~ Rich – I'm fine with bulleted, just get the gist of what happens.
~ Amy – She has a recording, if we have questions we can always go back and listen.
~ Rich – It's time consuming, I understand.
~ Amy – We are starting 20-days earlier and she is dealing with the end of the school year stuff.
~ Rich – If there is something that we may be having a problem with, then we might request that [particular] matter be more detailed in the minutes. We [MHEA] aren't anticipating any big problems.
~ Amy – Me either.

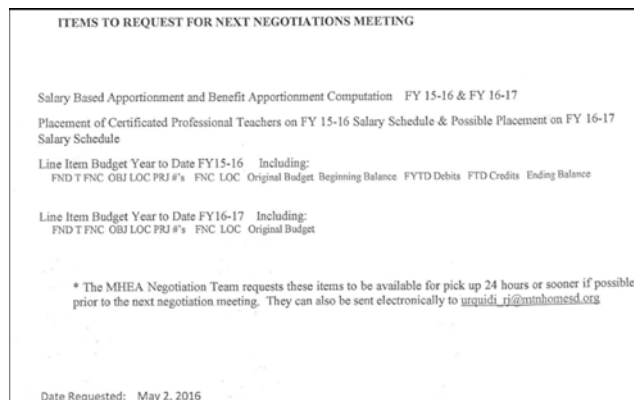
6. Discussion

- Amy – Last year went well; I'm hoping this year goes the same.
~ Rich – me too.
- Amy – Just like last year, I hope we have an open discussion about not only the language, but the issues that both sides have.

- ~ Amy – I went back and reread the minutes from last year and we did a pretty thorough and good discussion and I’m hoping for the same this year.
- ~ Rich – As are we.

7. Initial Financial Information

- Amy – I asked Cliff if you [MHEA] had asked him for any financial information.
 - ~ Rich – I have a request for him today.
- Amy – Let’s go ahead get that out of the way. I spoke to Tim Hill last week, and as of last Tuesday, they [SDE] had not put out any financial information to the districts; they did send something out Friday, but it didn’t look the same as usual.
 - ~ Cliff – No, the other one used to have look up tables and such.
- Amy – Is that the first item on your [Rich] list, the salary based apportionment?
 - ~ Rich – Yes, the salary based apportionment.
 - * Amy – The state form?
 - * Rich – Yes, and that was for last year and this year; FY 15, and then [FY]16-17. At the workshop last year, you [Cliff] passed that [salary based apportionment] out, but you didn’t this year.
 - * Cliff – I’m sorry, the what form?
 - ~ Rich – I thought you passed out the state form last year at the workshop.
 - * Cliff – I didn’t this year.
 - Amy – You [Cliff] didn’t have it for this year, did you?
 - Cliff – No.
 - ~ Rich – That’s fine, as soon as that [state form] becomes available [getting] that would be great.
- Rich – The second thing [request] is the placement of the certificated professional teachers this year on our salary schedule, and you [Cliff] sent out things where they [teachers] might end up this year. Do you have that [*referring to a budget worksheet*]?
 - ~ Amy – [Cliff] Do you have any document like that?
 - ~ Cliff – It kind of leads into the conversion of the Career Ladder for [FY] 16-17, which will be discussed later.
 - ~ Rich – Okay.



- Cliff – The only question is the budget for [FY] 16-17; I don’t put that into the system until the board approves it in June.
 - ~ Rich – Okay.
- Amy – Do you [Rich] have the budget documentation from the budget workshop?
 - ~ Rich – Yes, I do, we all do, but the previous year you [Cliff] had something put in there, roughly put in there, so maybe [in lieu of FY2017] have the year-to-date for right now FY15-16.
 - ~ Amy – And maybe a proposed budget for FY16-17.
 - * Rich – Yes, and whatever you [Cliff] have.
- Amy – So for now you [Cliff] have what was presented at the budget workshop and what was published in the paper.

- ~ Cliff – Not in any detail, just the big picture. I have one worksheet with salaries, but I’m not breaking it out by account codes.
 - * Rich – Okay, whatever you have right now, we [MHEA] can work with that.
- Rich – I put on there [request] 24-hrs before the next negotiations meeting, but whenever you have that [ready], so that we [MHEA] have some time to look at it would be great.
 - ~ Cliff – Will contact Rich when the documents are ready for pickup or email him the documents.

ITEMS TO REQUEST FOR NEXT NEGOTIATIONS MEETING											
Salary Based Apportionment and Benefit Apportionment Computation FY 15-16 & FY 16-17											
Placement of Certificated Professional Teachers on FY 15-16 Salary Schedule & Possible Placement on FY 16-17 Salary Schedule											
Line Item Budget Year to Date FY15-16 Including:											
FND	T FNC	OBJ	LOC	PRJ #	FNC	LOC	Original Budget	Beginning Balance	FYTD Debits	FTD Credits	Ending Balance
Line Item Budget Year to Date FY 16-17 Including:											
FND	T FNC	OBJ	LOC	PRJ #	FNC	LOC	Original Budget				
<p>* The MHEA Negotiation Team requests these items to be available for pick up 24 hours or sooner if possible, prior to the next negotiation meeting. They can also be sent electronically to urquidiri@minhomesid.org</p>											
Date Requested: May 2, 2016											

- Amy – Is there anything else or is this it?
 - ~ Rich – No, this is pretty much it.
8. Other Agenda Items
- Board Proposal 1
 - Amy – “Other” is an agenda item and I have an “other” for you [MHEA]. I have done something that I typically don’t do, but because things went well last year what I did instead was to put together a packet, Board Proposal 1, it’s 20-pages long. What I did was took last year’s agreement and making it into this year’s [agreement]; the blue font is the 2-year language that we agreed upon last year and it’s good for another year; black [font] is the language that currently exists and that we [Board] are proposing stays the same, and red [font] are the Board’s proposed edits for the Board Proposal 1. The expiration dates have been revised to reflect the one year or two-year change.
 - ~ Amy – Let’s review.
 - Amy – The first page [Sections 1.1 and 1.2] are the date changes and I made changes at each paragraph, be it one or two years, so the change is rolling forward the years.

<p>1. AGREEMENTS –</p> <p>1.1 ASSOCIATION REPRESENTATIVE STATUS</p> <p>The Board acknowledges that for the purpose of negotiations for the Negotiated Agreement for the 2016⁵-2017⁶ 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.</p> <p>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 2016⁵-2017⁶ school year.</p> <p>Such representation specifically excludes the Superintendent, Assistant Superintendent(s), District directors, District Coordinators, District Level Administrators, and Building level Administrators.</p> <p style="text-align: right;">Expires June 30, 2017⁶</p> <p>1.2 NEGOTIATIONS PROCEDURES</p> <p>Negotiations will be held, in good faith, pursuant to the current provisions of the Idaho Code, with the representative organization, upon the demonstration of majority representation.</p> <p style="text-align: right;">Expires June 30, 2017⁶</p>

- Amy – Section 1.3, we are going to want to talk about this, the insurance committee. I’ve changed some language in the first paragraph. Last year we [District] were facing that monstrous [insurance] rate increase, which you [District] don’t seem to be facing this year, so I thought the language needed to be changed, the language still needs to be part of the master agreement, but revised to address future situations.

- ~ Discussion began regarding Section 1.3., Subsections 1-9.
- * It was the understanding that the insurance committee decided not to do steps 1-9, because the premium increase was only 3.1%.
- * Sections 1-9 should probably be kept in the CBA should a huge premium increase happen in the future, but not requiring the insurance committee to have to go through steps 1-9 unless there is a huge premium increase.
- * Both parties agreed to revise the language in a manner that unless a 10% or more occurs, the insurance committee would not be required to follow steps 1-9.

1.3 REQUESTS TO THE DISTRICT INSURANCE COMMITTEE

Due to the ~~significant historical fluctuation in premium increases for the District's Health Insurance premiums, inordinately large increase in insurance premiums for the 2015-2016 school year, necessitating a change of carrier for the 2015-2016 school year,~~ the District and the Association request that during the course of the 2016-2017 school year the District's Insurance Committee engage in ~~additional~~ research activities in order to present information to the representative parties during a negotiation session in the spring of 2017. Specifically, the District and Association request research and information are provided as follows:

1. Research all possible carriers/providers for all coverage – medical, dental, and vision – with review of all coverage provided and premium costs.
 - a. Identify the health care providers in the Mountain Home region who are included as providers under each of the respective plan options.
 2. Identify other local school districts using the same carriers/providers and obtain information as to the satisfaction of the District and of the employees who are using these providers.
 3. Research the impact to premium and overall District costs associated with dropping the option of providing spouse coverage.
 4. Engage in a background check, including BBB review, of any new carrier/provider being considered.
 5. Research the impact to all District employees associated with the possibility of the employee covering partial payments.
 6. Engage in a cost/benefit analysis with regard to decreased premium costs and the possible increase of deductibles.
 7. Research the impact of Wellness Plans on the premium costs to the District.
 8. Insurance Committee starts its work in November 2016.
 9. A retired person should be on the District Insurance Committee
- Should the parties to this ~~Agreement, MOU~~ enter into negotiations for the 2017-2018 contract year, it would be the request that each party's negotiation team include a member of the District's Insurance committee.
- Expires June 30, 2017

- Amy – Section 1.4, it wasn't needed this school year because there were no issues, but the language should remain regardless, and the expiration date changed.

1.4 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, 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.

1. Development and use of Solutions Teams shall be at the sole discretion of the Board and/or the Superintendent.
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 viewpoints from varying grade levels and/or programs.

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.

Expires June 20, 2017

- Amy – Sections 1.5 thru 1.6, only the expiration dates changed.
 - ~ Rich asked for clarification on the ratification/effective dates and asked why July 2018.
 - * Amy explained that she changed that [date] to two years in case we end up with some more two-year items.
 - Rich – I'm fine with that.
 - Amy – Added that they could change the language to state that the agreement shall be effective through the paragraph stated for each.
 - Rich – Said that he liked how it was already written.

1.5 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 weekly 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.

The Certificated Professional Teacher's workday shall include a minimum thirty (30) minutes continuous duty free lunch period each day.

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

Expires June 30, 2017⁶

1.6 AGREEMENT

RATIFICATION/EFFECTIVE DATES

Upon joint ratification, this Agreement shall become effective July 1, 2016⁵, and shall expire on June 30, 2017⁶, unless otherwise specifically stated by section, in which case such shall expire on June 30, 2018⁷.

ENTIRETY OF AGREEMENT

This document contains the entire Agreement between the parties. There are no other agreements or understandings not contained in this Agreement and all communications, understandings and agreements, express or implied, not embodied herein shall be and are null and void and of no legal or enforceable effect.

AVAILABILITY OF AGREEMENT

Pursuant to the requirements of the Idaho Code, this Agreement will be posted on the Mountain Home School District website and is available at that location for Certificated Professional Employee reference.

SEVERABILITY

All items in this Agreement are presumed to be legal and valid. Should any part of the Agreement be in conflict with either existing law, or any law enacted after ratification of this Agreement, said portion or portions of the Agreement shall be deemed invalid. Such other portions of the Agreement that do not conflict with such laws shall be valid and binding upon the parties during the life of the Agreement.

PREEMPTIVE CLAUSE

Nothing contained in this Agreement is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the Idaho Legislature, State Board of Education, or the Mountain Home School District Board of Trustees by the laws of the state of Idaho. The Mountain Home School District is entitled, without negotiation or reference to any Negotiated Agreement, to notify the Mountain Home Education Association and to take immediate action that may be necessary to carry out its responsibility due to situations of emergency or force majeure (sometimes called Acts of God). Nothing contained within this passage shall diminish the right of the Board of Trustees of the District to promulgate rules and regulations for the governance of the District as provided by Idaho Code.

Expires June 30, 2017⁶

- Amy – Section 2 Compensation, I left this alone for now because we will have some discussion on that.
- ~ Rich – Agreed.
 - * Amy – If we have time today, we should have some philosophical discussion on the Career Ladder and what it means.
 - * Rich – Agreed.

2. COMPENSATION

TO BE PRESENTED IN A SEPARATE PROPOSAL

2.1 COMPENSATION PACKAGE

1. SALARY SCHEDULE

TO BE PRESENTED IN A SEPARATE PROPOSAL

2. EXTRA-CURRICULAR SALARY SCHEDULE

TO BE PRESENTED IN A SEPARATE PROPOSAL

3. DISTRICT INSURANCE PLAN

- ~ Amy – Insurance Education – Given that you aren't changing insurance companies, I changed it to strike the reference to changing insurance companies and changed the language to "those who wish to attend," instead of making it sound mandatory.
- * Rich – Okay

TO BE PRESENTED IN A SEPARATE PROPOSAL

3-4 INSURANCE EDUCATION

~~Due to the inordinately large increase in premiums for the 2015-2016 school year, necessitating a change of carrier for the 2015-2016 school year, the District will conduct an educational session(s) for all Certified Professional Employees, who wish to attend, to address the District's insurance program changes in the program. Such educational program shall be done in conjunction with HUB and/or Select Health so as to assure that the correct information is being provided. Such educational sessions may be conducted as a single group session and/or at individual building levels.~~

June 30, 2017~~6~~

- Amy – Sections 2.2 through 2.5, was just changing the expiration dates.
~ Rich – Okay

2.2 CONTRACT YEAR

Each Certified 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 2016~~5~~ 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, 2017~~6~~

2.3 EXTENDED EMPLOYMENT

A Certificated Professional Teacher, encompassed under the provisions of this Agreement, who is contracted for a day(s) longer than the regular school year shall be paid the amount equal to one additional daily rate of pay of their regular salary.

A Certificated professional Teacher who agrees to perform an assignment beyond that encompassed in the individual Standard Teacher Contract (i.e. teaching a class period before or after the typical workday or during the Certificated Professional Teacher's preparation period) shall have his/her salary augmented for such services via a stipend in an amount commensurate to the period of additional assignment. The District or an Administrative Employee of the District may make a request to any Certificated Professional Employee regarding performance of such additional assignment. However, any Certificated Professional Teacher may decline such a request for additional assignment without any adverse impact to the Certificated Professional Teacher.

Expires June 30, 2017~~6~~

2.4 CERTIFICATED EMPLOYEE PERSONAL LEAVE

Certificated Personal Leave shall be for purposes as determined necessary by the Certificated Professional Teacher.

All requests for Certificated Professional Leave shall be submitted, if possible, at least five (5) calendar days in advance through the use of the District's Subfinder Program. It is understood that from time to time circumstances arise that will not permit a five (5) calendar day notice period to allow for an Administrative Supervisor to approve a Certificated Personal Leave request. It is also understood that from time to time an Administrative Supervisor may not be able to approve every Certificated Professional Teacher's request for Certificated Personal Leave due to a shortage of available substitute teachers.

As of the commencement of the 2016~~5~~-2017~~6~~ school year:

1. Certificated Professional Teachers who have worked for the District for ten (10) years or less shall receive three (3) days of Certificated Personal Leave, which may be accumulated to a maximum of six (6) days of accumulated Certificated Professional Leave.
2. Certificated Professional Teachers who worked for the District eleven (11) to twenty (20) years shall receive four (4) days of Certificated Personal Leave, which may be accumulated to a maximum of eight (8) days.
3. Certificated Professional Teachers who worked for the District more than twenty (20) years shall receive five (5) days of Certificated Personal Leave, which may be accumulated to a maximum of ten (10) days.

If Certificated Professional Employee does not fulfill his or her contract length, the District will deduct for used Certificated Personal Leave days on a pro-rated basis: one day per three months employment, or major portion thereof.

Prior to the commencement of the employment year, Certificated Personal Leave exceeding the maximum allowed accumulation shall be purchased by the District from the Certificated Professional Teacher at the rate of eighty (\$80.00) dollars per day.

Expires June 30, 2017~~6~~

2.5 CERTIFICATED EMPLOYEE PROFESSIONAL LEAVE

A Certificated Professional Employee seeking to take Certificated Professional leave shall make application on the District's Leave Form.

Certificated Professional Leave shall be used by a Certificated Professional Employee to advance their general professional instructional skills. Alternatively, such shall be

educationally related to the Certificated Professional Employee's area or areas of certification, or for the advancement, or attainment, or a new area of certification by such employee.

Certificated Professional Leave shall not be utilized to attend events or meetings sponsored by local, state, or national Education Associations, except for those events or meetings that meet the above-stated Certificated Professional Leave purposes and are open to all Certificated Professional Employees regardless of affiliation membership without additional fees.

Professional Development funds will be allocated to each building's Professional Development Committee on an equitable basis, to be granted, based upon criteria adopted by the Building Professional Development Committee. The monies will be used by that Building Certificated Staff for individual professional development activities. Notwithstanding the above limitation of use of Professional Leave, it shall be at the discretion of each respective building's Professional Development Committee as to whether or not they wish to allocate Professional Development Leave for individuals to attend the IEA Delegate Assembly.

Each Building will establish a Professional Development Committee, which is representative of Certificated Staff and may include the Building Administrator.

The Building Professional Development Committee will be in charge of reviewing applications and allotting the building's allocation of Professional Development funds for Certificated Professional Development Leave Days.

Expires June 30, 2017

- Amy – Sections 2.6 through 3.1, remain the same because they were agreed upon as two-year items
~ Rich – Okay

2.6 REIMBURSEMENT FOR COSTS – IN-SERVICE AND RELATED TRAINING

Reimbursement for Costs – In-service and Related Training: 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.

Expires June 30, 2017

3. TEACHING ENVIRONMENT

3.1 JOB SHARING

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.

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.

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.

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:

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.

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

Expires June 30, 2017

- Amy – Section 3.2 – Leave Without Pay, just needed a date change
~ Rich – Okay.

3.2 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, 2017⁶

- Amy – Sections 3.3 through 3.6, remain the same because they were agreed upon as two-year items
 - ~ Rich – That’s fine.
 - ~

3.3 SECONDARY PREPARATION TIME

Each Certificated Professional Teacher assigned to a secondary school position shall have an average of forty-five (45) 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

3.4 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 likewise be altered.

Expires June 30, 2017

3.5 APPEARANCE BEFORE THE EMPLOYER

No Certificated Professional Teacher shall be required to appear before the Board or its agents for disciplinary reason absent the Certificated Professional Employee being offered to have a representative present. In the situation of a requested meeting for disciplinary reasons, once a representative is present, the Certificated Professional Employee cannot refuse to meet with their supervisor.

The only exception to such a requirement is if the Administrator has requested a Certificated Professional Employee’s immediate presence in order to place the employee on a period of leave of absence associate with the health or safety of the school’s student population.

Nothing in this section is interpreted or intended to be interpreted to preclude the meeting of a teacher and his/her Principal or other Administrator or Board in routine school affairs of favorable commentary/events.

Should a Certificated Professional Teacher feel that a meeting has transitioned into a disciplinary event, the Certificated Professional Teacher shall have the right to stop the meeting to seek representation, with the meeting resuming upon arrival of representation.

Expires June 30, 2017

3.6 GRIEVANCE POLICY FOR CERTIFIED EMPLOYEES

PURPOSE

The purpose of this grievance policy is to provide an equitable method for certified staff of School District No. 193, who has reason to believe the District is in violation of any District policy or terms of this employment contract, to bring their grievance to the attention of the proper authority.

GUIDELINES

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall constitute the maximum and every effort will be made to expedite the process. Time limits herein designated may be extended by mutual written agreement between the individual(s)/grievant(s) and the superintendent.

In the event a grievance is filed after May 10 of any school year and strict adherence to the time limits may result in hardship to any party, all parties should work towards an expedient solution to the grievance.

Any grievance not commenced under the provisions herein stipulated within fifteen (15) days after the grievant knew of the conditions upon which such grievance is based shall be null and void.

If a grievant fails to appeal a decision at any level within the prescribed time limits, the grievant shall be deemed to have waived the right to further processing of that grievance. Such time limit shall be ten (10) days after the conclusion of the preceding step.

If the administration, at any level, fails to respond within the prescribed time limits, the grievance may be advanced to the next step of the procedure.

Problems connected with evaluation, probation, and discharge procedures of certificated personnel as well as for hearings and appeals, including legal representation, for certificated staff members who feel that their rights in relation to employment have been violated are not considered grievable under this procedure. Provisions for such are provided for in Sections 33-513, 33-514, 33-514A, 33-515, 33-515A, 33-516, 33-1209, Idaho Code.

Copies will be filed in triplicate by the grievant as follows:

- * One (1) copy to the party against whom the grievance is being filed,
- * One (1) copy to the appropriate administrator,
- * One (1) copy to the Clerk of the Board, who in turn, is responsible for distributing copies to the District Superintendent, District Assistant Superintendent, and each trustee. A copy may also be given to District Contracted Lawyers.

No other copies of the grievance will be released to a third party, without mutual written agreement of the parties involved.

No reprisals of any kind will be taken by the Board or administration against any employee because of his or her participation in this grievance procedure.

A written grievance shall meet the following specifications:

- a. It shall be specific.
- b. It shall contain a synopsis of the facts giving rise to the violation or misinterpretation.
- c. It shall contain the specific section of the policy or regulation, which shall allegedly have been violated.

- d. It shall state the relief requested.
- e. It shall contain the date of the alleged violation.
- f. It shall be signed by the grievant.

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

A grievance may be withdrawn at any level without establishing precedent.

At any step in the grievance process, representatives and/or witnesses may be present if requested by either party.

DEFINITIONS

A grievance is a belief that an agent of the Board of Trustees of School District No. 193 has violated District policy or terms of this employment contract.

Aggrieved party or person: "aggrieved party or person" is a certified employee of School District No. 193.

Party in interest: a "party in interest" is a certified employee who might be required to take action, or against whom action might be taken or the Board of Trustees in order to resolve a grievance.

Day: a "day," as used in this grievance policy, means any day Monday through Sunday exclusive of holidays.

LEVELS OF RESOLUTION

1. Grievance is submitted to the building principal for potential resolution.
2. Grievance is submitted to the superintendent or designee for potential resolution.
3. Grievance is submitted to the school board for potential resolution.

PROCEDURES - These procedures are to be followed:

1. At each step, the grievance and the response to the grievance will be in writing.
2. The grievant will, at their discretion, have the right to Association and/or legal representation at each step.

3. Unless mutually agreed, no more than ten (10) days shall pass between each level. Failure to answer at any step will allow the grievant to proceed to the next level.
4. It is mandatory that the Grievance Procedure Form itself be completed and submitted along with other written correspondence for the grievance to be valid. If the form isn't submitted, the grievance will be considered null and void.
5. The Board's decision is final and no further action(s) will be taken.

PROCEDURE BY-PASS

Grievances involving two (2) or more employees, grievances involving an administrator above the building level, or those grievances promulgated by the Board may be initially filed at Level 2 of the procedure.

Expires June 30, 2017

- Amy – Section 3.7 Certificated Professional Teacher Sick Leave, just needed a date change.

3.7 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 accumulated form 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 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, approved Sick Leave Bank, or other accrued paid 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 33-1216, Idaho Code.

5. A certificated Professional Teacher's unused Sick Leave shall accumulated from year-to-year, so long as the individual remains continually in the service/employment of the District. Such accumulated Sick Leave shall be available to the employee, to the extent permitted by law, in transferring to another public school district, or to the extent permitted by law, for post-retirement insurance premium costs.
6. Repeated use of Sick Leave may not be used at the end of the last year of employment unless a physician's medical excuse is provided to the District.

Expires June 30, 2017

- Amy – Section 4.1 Collaboration, has the most substantial changes.
 - ~ Rich – Okay.
 - ~ Amy – Explained that Bullet 4 is recognition of the language used as mandated to school districts regarding bullying, harassment, and intimidation; school districts are required to do this training.
 - * Amy – Bullet 5 is adding language regarding collaboration of the implementation of the Career Ladder compensation; this is new and the more education the better.
 - Rich –This will take some conversation and some education in how we are going to figure that out.
 - Amy – Absolutely.
 - * Amy – Bullet 6 is new and is basically a policy and code review. The concept is retaining the collaboration and the education of Section 4.1 is if a teacher might run afoul the Code of Ethics, not because he/she intended to, but because he/she didn't know it existed.
 - ◆ Amy – The concept would be that at the start of the school year the administration would put forth something [annual review], maybe electronically, for the teachers to review; the first year would probably be the Code of Ethics just as a refresher to review.
 - ◆ Amy – The Code of Ethics has changed every year for the past four or more years and the Professional Standards Commission doesn't send it out anymore with recertification documents, so unless one sat through a recent ethics training, one wouldn't know that it changed. This is to make sure that professional educators don't accidentally make any mistakes – an educational component.
 - Rich – Is this something that has been triggered with things that have gone on previously or a forethought?
 - Amy – Forethought, this is something I have seen in other districts that has worked well and has cut down on some problems. We have done such a good job in the past year of problems being nonexistent; let's keep that educational trend going.
 - Rich – Okay.

<p>4. COLLABORATION</p> <p>4.1 DISTRICT/ASSOCIATION EDUCATIONAL COLLABORATION</p> <p>The District and the Association shall collaborate together to provide educational opportunities to the District's Certificated Teachers regarding the following issues:</p> <ol style="list-style-type: none"> 1. Suicidal Ideation Reporting Obligation 2. Abuse, Abandonment and/or Neglect Reporting Obligation 3. The Code of Ethics for Idaho Professional Educators <p><u>4. Bullying/Cyber-Bullying, Harassment and Intimidation – Statutes, District Policy and the Administrative Procedure Act</u></p> <p><u>4.5 Implementation of Career Ladder Compensation</u></p> <p><u>4.6 Any other areas mutually identified</u></p> <p><u>In addition to the matters addressed above, the District, for the 2016-2017 school year seeks to commence an Annual Policy, Code of Ethics and Athletic/Activity Policy and Procedure Review. While the District recognizes this activity will take a small period of time from each certificated employee, the purpose of such is to provide certificated employees with direction and guidance to assist in the performance of job duties and responsibilities. The Board will direct the District's Administration to prepare an annual policy and procedure review list for staff. The annual policy review may be divided into employee groups so as to identify the policies and procedures for review that will be most beneficial to each employee group.</u></p> <p><u>The District's Administration shall advise employees of the identification of policies and procedures for review and will forward a link to staff with directions for completing the review. All certificated employees will be required to sign off on the annual policy review verifying that they have read and are aware of the policies and procedures in their respective employee groups.</u></p> <p style="text-align: right;">Expires June 30, 2017</p>

- Amy – Section 4.2, needed a date change.

<p>4.2 ASSOCIATION ACTIVITIES</p> <ol style="list-style-type: none"> 1. BOARD MEETINGS – The Association has the right to be placed onto the agenda for regularly scheduled monthly board meetings pursuant to the following procedure: <ol style="list-style-type: none"> a. AGENDA. The Association President must inform the Clerk of the Board of the Association's desire to be placed onto the agenda for the regularly scheduled monthly board meeting by 3:00 p.m., on the Thursday the week before the regularly scheduled meeting. b. SUBJECT MATTER. The Association President shall advise the Clerk of the Board of the subject matter the Association wishes to address and include a written statement as to the general information of what is to be addressed. In identification of such subject matter, the Association needs to be cognizant of Open Session topics versus Executive Session topics, as well as whether or not the Association has properly advanced an issue through the District's Chain of Command prior to raising a matter with the Board. 2. MINUTES OF BOARD MEETINGS – <ol style="list-style-type: none"> a. The Association President will be provided with an email copy of the approved board meeting minutes. b. Upon approval by the Board, minutes of board meetings will be available on the District's website for all Certificated Professional Teachers to review. 3. PUBLIC RECORDS – <ol style="list-style-type: none"> a. Any documentation that is public record under the Idaho Public Writings Act is available to the Association, as to any other individual or entity, at the District's Offices. Consistent with the Idaho Public Writings Act, reasonable copy costs, and reasonable staffing costs may be assessed. b. Should the Association engage in a survey of membership associated with matters involving the school's operations, and if the District's Administration requests information of a copy of such survey results, the Association's President shall meet with the District's Superintendent to discuss such survey results and may, at the Association President's discretion, provide a copy of

the survey questions and survey results to the Superintendent.

4. COMMUNICATIONS –

- a. AUTHORIZED USERS. By the end of September 2015, the Association President shall provide the District's Superintendent with a list of currently elected Association Leadership and Building Representatives for whom the authorizations in this paragraph apply. If any changes occur, a notice will be provided.
- b. BULLETIN BOARDS. Elected Representatives of the Association shall be permitted to post notices of Association Activities and Association Informational Materials on designated teacher bulletin boards.
- c. DISTRICT EMAIL. Elected Representatives of the Association shall be permitted to have limited access to the District's email system for direct communications with Association Members relating to Association Activities and Association Informational Materials.
 - This use must not interfere with District Operations of any individual Certificated Professional Employee's performance of their job responsibilities.
 - This use must be consistent with the District's Network and Computer Use Policies, Network and Computer Use Procedures, and any related Staff Agreements.
- d. DISTRICT MAIL. Elected Representatives of the Association shall be permitted to have limited access to the District's Mail Service between buildings and the related teacher mailboxes for communication to Association Members and periodically and on a limited basis to all District Teachers (i.e. Back to School Activities, Card Count).
- e. PUBLIC RECORDS. The Association recognizes and acknowledges that any communication of the Association, its Elected Representatives, and Membership through use of the school's bulletin boards, school mailboxes, and school email or school mail system is not private and further is a public record, which may have to be produced to an individual or entity upon a proper request to the District.

5. USE OF SCHOOL BUILDINGS –

- a. Elected Representatives of the Association will be permitted to hold Association meetings on school property (with the exception of teacher workrooms in each building) as follows:

- Such use does not disrupt school personnel, school operations, or other scheduled activities or operations at the school, and shall not occur during school contract hours (Section 1.5) without prior written approval.
- Prior to scheduling such meetings, the Elected Representatives of the Association shall confirm availability with the Building Principal for scheduling purposes.

6. ABUSE OF ASSOCIATION ACTIVITIES AND COMMUNICATIONS PRIVILEGE –

Misuse or abuse of any of the communications privileges or association activities outlined in this section may result in individual disciplinary action to a Certificated Professional Employee, limitations on use for the Association and its Elected Representatives, as well as a possible mandated reporting of a violation of the Code of Ethics for Idaho Professional Educators. Ground rules for such use are as follows:

- a. Use of school facilities, school bulletin boards, school mailboxes, and school email must be consistent with the provision of Idaho Law and the Code of Ethics for Idaho Professional Educators.
- b. The Association, Elected Representatives, affiliates, and representatives shall not utilize school property, including bulletin boards, mailboxes, or email for the advocacy of political views or for any political purpose.
- c. Should any Certificated Professional Teacher request that the Association, Elected Representatives, affiliates, and representatives cease from sending them communication, seeking out their involvement or participation, or addressing possible membership, such request will be fully and completely honored, with no reprisal to the Certificated Professional Teacher making such requests.
- d. The Association, Elected Representatives, affiliates, and representatives shall not directly solicit new members to the Association during a teachers' contractual day (Section 1.5).

If the Board, Superintendent, or other Administrator receives a complaint about the communication and/or association activities, including during membership recruitment, or card collection for negotiations, or if there is a concern about a violation of any of the above provision, the Superintendent or designee shall notify the Association President of the expressed concern, including identification of the building where such alleged concern arose and a general statement as to the issue that was raised. This notification shall occur in person or in a written communication. The Superintendent or designee may request a meeting with the Association president in an effort find a solution regarding alleged concern. Such solution may include cessation of the use of the District's email (in whole or in

part), mail service, and/or teacher mailboxes (in whole or in part) for any association business.

Should the Association be denied access to any school building or believe that there has been a misapplication of the provisions stated in this provision, the Association President shall notify the Superintendent of the concern. This notification shall include identification of the building where such alleged concern arose and a general statement of the event at issue. This notification shall occur in person or in a written communication.

Expires June 30, 2017

- Amy – Section 4.3, there was a change in the title to add Career Ladder to the education team recognizing the need for education and collaboration regarding the Career Ladder. My guess for

the upcoming year will be more directed towards the Career Ladder versus evaluations, but the two are tied together.

~ Rich – Right, and in the next three years it will be even more important when it starts to matter.

4.3 DISTRICT EVALUATIONS/CAREER LADDER EDUCATION TEAM

The Board and the Certificated Professional Teachers recognize the importance of the Evaluation Program at the District and its impact upon the quality of education provided to the District's students and the ability to improve the instructional quality of the Certificated Professional Employees of the District. Likewise, the Board and Certificated Professional Teachers recognize the importance of the Evaluation Program in light of the state's new Career Ladder funding.

The Board and the Certificated Professional Teachers of the District recognize that there have been substantial changes to the State's mandates regarding teacher evaluations in the past three years and that such maywell continue to evolve during the 20165-20176 school year with the State Board of Education's development/amendment of the Rules to be included in the Idaho Administrative Procedures Act addressing evaluations and the impact of the Career Ladder for school district salary apportionment.

The parties to this Agreement likewise agree and understand that there are financial limitations and personnel limitations that impact upon an evaluation program and thus the Board wishes to have the most effective program that serves the various purposes of the Evaluation Program.

Upon the issuance of new/amended State Board Rules relating to Evaluations and the Career Ladder, a committee shall be created to review the changes that have been implemented. This committee's report will be one of the "opportunities for input" sought out by the Board if the Board seeks to amend or review the District's policies for teacher performance evaluations pursuant to IDAPA 08.02.02.120.

Expires June 30, 20176

- Amy – Section 5, is just the acceptance language with a date change.

5. ACCEPTANCE

5.1 ACCEPTANCE

This Agreement is made and entered into this _____ day of _____, 20165, by and between the Board of Trustees of the Mountain School District and the Mountain Home Education Association.

This Agreement shall be binding upon the parties and the parties warrant and represent that ratification has occurred by the respective entities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as follows:

For the Board of Trustees

Chairman _____

For the Association

President _____

Expires June 30, 20176

- Amy – As I said before, it is unusual for me to present this[language] so early, but when you have a CBA that works, I wanted to acknowledge that, instead of starting with a blank piece of paper.

9. Discussion

- Amy – I'm sure you [MHEA] want to think about this some more.
~ Rich – Yes.
- Amy – Is there anything you can think of as a group?
~ Rich – I [MHEA] don't. Today I was going to just bring the first agreement; that's all I had for today.
- Amy – Do you [Rich] have anything in addition to this [Board Proposal 1] that you would like me to look at?
~ Rich – Not now.

10. Compensation Discussion

- Amy – Switch back to Section 2 – Compensation. Bringing in a financial package right now was impossible because the state didn't have one published.
~ Rich – We [MHEA] weren't expecting a financial package today.

11. Insurance Committee Discussion

- Amy – ...back to the Insurance Committee – Steps 1-9, given it [premium] was an increase of 3.1%, do you [MHEA] think we need an insurance committee to present to us?

- ~ Rich – I don't think so; we're not changing companies and everyone has been educated with regards to Select Health.
- ~ Rich – We haven't had too many problems or complaints with the change; there were a few people who had issues, but overall it went well.
- Rich – In our [MHEA] survey, insurance stability was one of the items.
 - ~ Amy – Given that, are you [MHEA] fine with the Insurance Committee skipping steps 1-9?
 - ~ Rich & Robynn – Yes
- Amy – Then conceptually, do you [MHEA] like the idea of putting a trigger figure in with regards to Steps 1-9?
 - ~ Rich, Robynn, & Topher – Yes, would 10% be a good trigger figure? What does the Insurance Committee think?
 - * Robynn [Insurance Committee] – How about the trend +3%?
- All tentatively agreed.

12. Budget Discussion

- Amy – Did you [Rich] attend the Budget Workshop (April 26)?
 - ~ Rich – Yes.
- Amy – Is a budget presentation something that your group [MHEA] would be interested in?
 - ~ Luke – Personally, I would like to see it.
 - ~ Rich – Sure.
 - ~ Amy – So the next meeting, there will be a budget presentation.
- Amy – Do you [rich] have any questions regarding the budget that we can ask in advance, so that the information could be presented at the next meeting?
 - ~ Rich – No, I don't think so; it was a good meeting.
 - ~ *A brief discussion about the Budget and Budget Workshop continued.*
- Next meeting: Rich would like Cliff to review the Budget Workshop documents including the pupil personnel apportionment, Impact Aid and projections, charter school affects, teacher numbers and the affect the charter school might have, and include a couple of proposals of the “what ifs,” options, etc.
 - ~ Rich – If we [MHEA] have more questions or requests, we will email them to you [Cliff] before the next meeting.

13. Career Ladder

- Amy – The Board didn't include a Career Ladder last year because of the huge insurance issue.
- Amy – Has the MHEA played around with the Career Ladder idea or the concept of the Career Ladder?
 - ~ Rich – A little bit. We've talked about it and we know basically how it's going to work. We have some ideas that we are going to bring forward with the Salary Schedule.
- Amy – You [Rich] said you sent out a survey, was Career Ladder one of the items or issues?
 - ~ Rich – No, the Compensation Package was, but not the Career Ladder part.
- Amy – I would like to hear what concerns you [MHEA] have, so if possible, to begin with those [concerns] helps.
 - ~ Rich – It comes down to education, because we're condensing everything down to 6-Lanes and 3-Steps, and how that is going to fit, and if we are going to lose money from year to year from that first Step, and possibly someone moving to a new spot just to fit where they are, and just because someone might move to a new spot doesn't mean – it is the biggest piece we have with that.
- Amy – If the education component is important, what type of education or what do you think the district could do to help in that process?
 - ~ Rich – I think it comes down to when we are going to present something for ratification, that we have, even if it means we keep what we have for now, and continue to keep the Career Ladder moving, so that it is ready to go for next year. I'm not saying we're against getting it changed for this year, but if it comes to that we need to really get the education so that people know what's going on.

- ~ Amy – And that’s why it’s great that we are starting [Negotiations] earlier this year, is that we can get it on the table and some of the educational components can happen before school is out.
- ~ Rich – That is our goal, to ratify before the end of the school year.
- Amy – Luke probably has experience of schools going to the Career Ladder.
 - ~ Rich – and it’s scary. We [MHEA] don’t know how that’s [Career Ladder] going to work, and is the state going to keep funding that, and what happens if they don’t, do we get something triggered to put us back to our old schedule?
 - ~ *A brief discussion began about the legislature, about not being able to predict what legislators will do, about the ability to keep fully funding the Career Ladder, etc.*
- Rich – Maybe have an idea of what would happen should the Career Ladder fail or become partially or fully unfunded.
- Amy – When we talked, the educational component is big and that is part of the reason it’s all in here [referring to the Board Proposal 1], it’s a totally new idea,
 - ~ Rich – it might be that this team needs to go with the administrators to each building to let them [teachers] know what’s going on. If we’re going to do this, it really needs to be both of us working it together. This is something important. We’re educating everybody because we’re really negotiating this for the District, so I’m hoping all of us can go and explain [together].
- Amy – From the Board’s perspective, that is how we [District] are funded now, so it makes sense to address the structure. The other concern is the young teacher pool coming in, it’s getting harder to recruit and retain teachers in their early years. The ladder recognizes that problem.
 - ~ Rich – The other thing to consider is the ladder is good for the new teachers, but we need to make sure that it is leveled out through the Ladder so that teachers who have been here for a while are not taking the brunt of the new teachers.
 - * Rich – The Career Ladder is not an even proportion throughout the whole thing and I can see where we want to retain some of those, but we need to keep some integrity throughout it. We need to condense ours. We need to keep it so newer teachers can see something [movement] a little quicker, they’ll be able to see the progression.
 - * Amy – So you [MHEA] are saying that instead of going to the straight Ladder structure that exists in the reimbursement, that for the newer teachers has a straight Ladder structure, but for the more experienced teachers, have some sort of a [structural] difference.
 - * Rich – Our old one [Salary Schedule] was arbitrary as to why we went out to 18-Lanes, if it goes out 9-Lanes or 10-Lanes, it’s better for everyone. We still want to have it so that education is the key piece for longevity.
 - ~ Luke – [referring to the old Salary Schedule] There must have been something that happened during negotiations in the past at the BA+30, because there is a sudden jump in the pay scale.
- Amy – Looking at the current schedule like we are looking at the Career Ladder, we have a frozen top left corner and a frozen left bottom corner, is condensing the schedule something that you [MHEA] would not be opposed to because it does move people faster.
 - ~ Rich – Sure, we’re open to what works best for everyone.
- Amy – If the current state Career Ladder were given to teacher, that wouldn’t meet the educational explanatory goal, so what if a “crosswalk” were added to show teachers that this is where they were and this is where they will be.
 - ~ Rich – Yes, something like that, but we are going to need some sort of “grandfathering” included.
 - ~ Discussion on different ways to set up the Career Ladder that would include career moves, progression, retirees, and including a “ghost” [grandfathered] piece that would be eliminated through attrition [as teachers retire].
 - ~ Luke – We [MHEA] didn’t want to come in saying “no” to everything, we are open to discussion on all.
- Amy – The more concerns I can address before putting forth a proposal the less problematic it would be.

- Amy – Building wise, you [MHEA] had a survey, is this [Career Ladder] something that was addressed?
 - ~ Rich – No.
 - ~ Amy – Is it something that teachers are talking about with their peers or other districts?
 - * Rich – If teachers were paying attention, they know that the Career Ladder from the state is funded differently, but that would be a minority, so I would say that as long as teachers aren't losing money and as long they can see a potential for growth, I would imagine that the majority would be happy.
 - ~ Amy – A realistic schedule is that at some point you [teachers] top out.
 - * Rich – Sure, and if we teach people that they are going to top out earlier.
 - * Amy – But it's a higher number [salary wise] faster, but you [teachers] will top out.
 - * Rich – Yeah.
- Luke – The one thing in MHS D's salary schedule that isn't common in every district is that there is a Masters barrier, but that helps too; other districts weigh upper level BA the same as Masters, so that is one thing that won't change.
- Amy – Philosophically, it would encourage teachers to instead of just taking credits to recertify to organize the credits for advance degrees such as Master's.
 - ~ Rich – Yes and it's important that we let our members know that it's important to do that and important to let the District know because they would have to cover the financial cost of the move on the ladder.
 - ~ Rich – We need to educating the young teachers that they can progress up the Career Ladder more quickly by continuing their education.
- Rich & Amy – Three top priorities of the Career Ladder are 1) not lose money; 2) able to see growth, and 3) recognize that teachers will top out sooner, but teachers will get there faster.
 - ~ MHEA agreed.
- Amy – Asked Topher if this [Career] Ladder meet the goals?
 - ~ Topher – You [teachers] move quicker, faster, but top out quicker, for me it's going to encourage me to continue my education [Masters], but I don't think that some teachers understand that working on their degrees will also benefit them on the Career Ladder.
 - ~ Amy – so you [Topher] are saying is that this isn't a single education issue, its multiple layers; it isn't just explaining the Career Ladder and how teachers move, but if credits are organized to a Masters [degree], teachers would move even faster.
 - * Topher – Yes

14. Extracurricular Stipend Schedule

- Amy – It appears the Extracurricular Stipend is built off the Salary Schedule.
 - ~ Rich – And it would make sense to move it similar to the Salary Schedule, but it's different.
 - * Amy – Explain how it's different.
 - Rich – From one way if it is condensed, but you're [coaches] are making good jumps [on the Career Ladder], we might be able to retain coaches. In that perspective, we could look at that.
 - ~ *Discussion continued regarding the Extracurricular Stipend Schedule and how it would look as a Career Ladder, how coaches could move from year 17 to 18, etc.*
- Amy – I will have to look at this from a federal standpoint, but it's my understanding that the number of certificated coaches isn't high.
 - ~ Rich – Agreed, but maybe remove the bottom portion and leave the top would mean being able to retain coaches and get more people coaching.
- Amy – From a practical perspective, applying it to certificated and walk-on coaches, coupled with the fact of the priority of the money, where do you [MHEA] prioritize?
 - ~ Rich – Maybe we have two coaches' schedules, one for walk-on, and one for certificated. I don't want to speak to it right now, but maybe it's something to look at. I would want that in policy. Technically, we aren't negotiating for them, but yet we are.
 - * Amy – But you're negotiating for them according to the agreement, and this impacts their salary just like the classified's insurance is impacted by the agreement.
 - * Rich – Sure, but I don't want to speak of that; I don't want all the coaches to start pounding on my door.

- Amy – But back to the primary question, if given the option and having to keep it revenue-neutral, I’m assuming the MHEA would prefer the money go towards salaries and not to coaching.
 - ~ Rich – Probably, but as an educator, this [Extracurricular Stipend] is an important component of overall education. It’s different because this is more secondary.
 - ~ *Discussion about the importance of extracurricular activities in the buildings and the positive affects it has; it all ties to the big picture.*
- Amy – Clarified that the District does not charge fees [extracurricular].
 - ~ Rich – Golf, but Golf is a club.
 - ~ Amy – Golf is a club and yet it’s on the Extracurricular Stipend Schedule.
 - * Rich – Yes.
 - ~ *Additional discussion about the Extracurricular Stipend Schedule and how it works and how coaches move on the schedule, etc.; and that the schedule has been frozen since the 2012-13 school year, etc.*
- Amy – Have you [MHEA] surveyed your membership about Extracurricular Activities
 - ~ Rich – It come up with a few people, coaches.
 - ~ Amy – Is it a top priority on your survey listing?
 - * Rich – I would say not a top priority, the priority is to keep what we currently have in our agreement [CBA] intact and this [Extracurricular Stipend Schedule] is part of it.
- Amy – Do you [MHEA] have anything else you want to share?
- Rich, Robynn, & Topher – Not right now.
- Rich – Asked for a caucus.

15. *Caucus at 5:23 - 5:48.*

16. Board Proposal 1 – Negotiated Language

- Amy – Did you have a chance to review?
 - ~ Rich – Yes, but we want to review more thoroughly. We had some good discussions.
- Amy – Do you have questions that I might be able to help you with?
 - ~ Rich – No, I don’t think so. We need more time to digest the Board Proposal 1. Do you [Amy] have any?
 - * Amy – Like you, we were having a philosophical discussion on how this all works, how does it impact the District, etc.
- Rich – I have one question, so is your [Board] thinking going to be with some sort of this number [referring to current salary schedule] or is it more what the state is reimbursing for the Career Ladder.
 - ~ Amy – The reason I asked the questions that I asked was to see what kind of things you [MHEA]are interested in. You are interested in a grandfather component, you are interested in a crosswalk component, and you don’t want teachers to be paid less than they are currently being paid. I understand your goals.
 - * Rich – When Meridian went to paying off the normal Career Ladder and then getting teachers who have experience, and when they hire someone who has 18-yr experience, they can only come in at the \$48,000 level. My concern is if you [Board] are going to adopt a true Career Ladder that is when I was talking about a grandfather component.
 - Amy – I understand; it’s going to take a lot of discussion. I would like to see a Career Ladder come from your side [MHEA] so that we can see in writing what your priorities are and how you lay them out.
 - Rich – Okay
 - ◆ Amy – If you [MHEA] can find something that works that doesn’t bust the budget.
 - ◆ Rich – Sure.
 - ◆ Amy – [having both parties present a Career Ladder] Helps in the education process, we both brought things to the table, we both discussed the good, the bad, the ugly, and it still fits within the budget.
- Luke – We [MHEA] would also like to have a “scattergram” and other financial information.
 - ~ Amy – Sure.

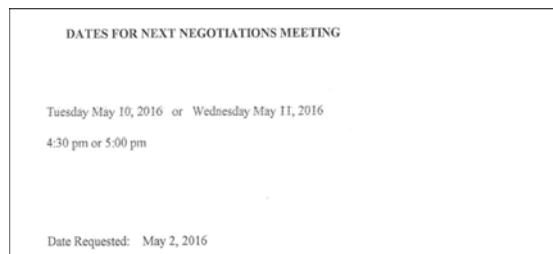
- Luke – Regarding the Meridian thing, they agreed last year that they were going to grandfather every single teacher who is teaching that year into the schedule that they currently had and they could move all the way through the Career Ladder; they had a separate Career Ladder for teachers hired after July 1 who could only move down to where the Career Ladder ended, so two separate schedules. They realized quickly that if they hired an experienced teacher, they had to hire them under \$48,000, which is now an issue.
 - ~ Topher – If you [Board] top that out at \$48,000, you will not retain teachers.
- Cliff – Have you [Luke] seen any district give a premium, or a bonus, or a stipend for math, science, technology, special education?
 - ~ Luke – No, I haven't seen a specific stipend. I have talked with a few [districts] about it, there are folks who are getting hard to fill positions for special education with the leadership stipends, but not as a contract.
 - ~ Amy – Nampa has a separate schedule based upon category, but I don't think it's by teaching; it's by school psychologists, counselors, nurses. It has five or six separated schedules
- Luke – With this Career Ladder thing, this is the time to be creative.

17. Next Meeting

- Amy – What would you [MHEA] like to discuss at the next meeting?
 - ~ Rich – We would like to talk about this [referring to the Board Proposal 1] some more. We will try to bring some sort of a [Career] Ladder or a schedule.
- Amy – Financial discussion, Board Proposal 1, MHEA Ladder, and hopefully we will be able to do the same.
 - ~ Rich – Okay.

18. Location of Negotiations Meetings

- Rich – Handed out the proposed meeting dates and times.
- Amy – We [Board] would like to propose changing the locations of the negotiations meetings.
 - ~ Rich – Okay.
- *Both parties discussed when to hold the next meeting.*



19. Next Negotiations Meeting: HMS Library – Wednesday, May 11, 4:30 p.m. – 6:00 p.m.

NEGOTIATIONS ENDED: 6:00 p.m.