

NEGOTIATION MINUTES

January 23, 2019

To hear the complete discussion of the negotiations meeting of January 23, 2019, please refer to the audio recording link on the MHSD Webpage ([Negotiations Page Link](#)).

BOARD/DISTRICT PRESENT: Amy White – District Counsel, Ralph Binion – Board Vice-Chair, Frank Monasterio – Trustee, Albert Longhurst – Director of Student Services, Will Goodman – Director of Technology, Levi Vick – Business Manager

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

EXCUSED: Eric Abrego – Board Chair, Daniel Durham – PE Teacher East/North,

OTHERS PRESENT: Jan Hughes, Jim Main, Bess Robinson, Shelly Rose, Samantha Stenlund, Jackie Shull

MINUTES: Sharon Whitman

NEGOTIATIONS STARTED: 6:03 p.m.

These negotiation minutes are a synopsis of the conversations of the negotiation meeting. The negotiation meeting was recorded and is 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.

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

Where the term “master agreement” is used, the true name of the document is Collective Bargaining Agreement (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 – no official agenda was presented.
2. Approve the Minutes of the January 8, 2019, Negotiations Meeting:
 - Both parties reviewed the minutes & corrections were made.
 - Amy – asked about the survey methodology.
 - ~ Amy – the MHEA sent the survey to their 80 members and received between 40-45 replies. How did you calculate the ranking?
 - * Amanda – how it works is that it values who ranked what as number one and so we get a couple of results back, and then it also ranks it by percentage of how they [MHEA Association] ranked it. We see it two ways, we see a percentage of teachers concerns and we see which is number one, which is number two, and so on.

- * Luke – if it helps 38.46% (15 Association members) voted work days as their number one priority, followed by about 17.5% (7 Association members) ranking longevity step as their priority, and then 15% (6 Association members) ranking safety as their main concern.
- ~ Denise – informed the Board that the MHEA didn't just pull the questions out of thin air, the questions came to them via emails, texts, casual conversation, etc., so we took those and created the survey. It was generated by our members having questions.
 - * Amy – I understand, it was just stuff that had come up during the year, or leadership issues, etc.
- Amy – I followed up on a few things that came up at the last meeting. One being substitute teachers. This is a statewide problem.
 - ~ Amy – I contacted the District Office (DO) and asked what is being done regarding hiring and retaining substitutes.
 - * Amy – the DO does participate at the job fair on base, and that was one of the items you [MHEA] brought up.
 - * Amy – the DO uses a number of online recruitment tools.
 - * Amy – the DO holds multiple substitute seminars held each year and have held four of those seminars already this year, trying to find people to sub.
- Amy – I also followed up on the abuse discussion from the last meeting. This is the first time [negotiations] that this has ever come up, so that was interesting.
 - ~ Amanda – I'm glad we are keeping this interesting.
 - * Amy – one of the questions that I followed up on because we talked about not only physical abuse [of teachers by students] but of your fears or your feeling intimidated or being verbally abused, etc.
 - Amy – there have been four work comp claims associated with student touching of some sort of teachers. Often times it is a Special Ed situation. This was a lower number than what I was expecting.
 - ~ Amy – some follow up about the leave numbers...
 - * Denise – referring back to the previous topic.
 - ~ Denise – do teachers or staff know that they can file a police report and such when they are injured at school, if they were bitten and kicked and bruised and hit.
 - * Albert – Amy, those conversations typically take place with the principal and they have the discussion of which way they want to address the matter.
 - Denise – okay, it's the teacher's decision.
 - Denise – it was the four workman's comp claims and I was wondering are they not going in and doing a follow up. Are they filing a claim and going to a doctor or what?
 - Amy – the work comp would be separate and apart from any criminal or school discipline issue. It would depend on the individual building, the individual teacher, the individual student.
 - Luke – workman's comp is a good place to look, you can see the actual physical harm, which people have gone through in which they feel they need to make a claim, or can't come to work, or can't do their job.
 - * Luke – the conversation that I had with the MHEA is more of a discipline issue than of safety, although they go hand-in-hand. It's more the concern that I heard over and over again that a teacher sends a kid down [office or BIC room] because he either threatened to harm me or act like he was going to harm me, and then they [student] returns to class that same period. That is what I keep hearing, not so much that they [teacher] were punched. As a SpEd teacher, I understood that I knew I was doing a job and that I was dealing with a volatile child where "x, y, and z" could happen, not that it's ever okay [be attacked by a student], but I'm

going into that with my eyes open, but as an 8th grade science teacher, that kid is posturing and acting like they are going to do something to me, that is a different situation.

- Amy – is that a training issue, a discipline issue, a Special Ed issue, or all three?
 - Luke – all those things.
- * Albert – in response to that, communication is the number one issue with that. The more severe a student you have, the more critical the communication is as far as to try to identify what is driving the behavior? Is it a communication issue? Is that student posturing or is that person making those types of threatening comments a way of the student trying to communicate “they leave me alone, back off?” If you [staff] continue to trigger [the student], you are escalating the behavior, then you start seeing more severe behavior, whether it is more verbal or physical, because the student doesn’t have the skills to communicate [his frustrations], so that [cursing, posturing] is what happens.
- Albert – that is what happens and what happens with the frustration of teachers is that they don’t understand what the system is that has been put in place for that student and that school. That is all driven by communication.
 - Albert – communication is a huge piece.
 - Denise – it is the understanding of how to communicate with that student, which comes back to giving me as a teacher, that if that child is in my room, I better have something [tool] to know how to handle it.
 - Luke – that isn’t what I heard Albert just say. You were saying it was the communication between what discipline is taking place with this kid.
 - Albert – you may not understand the discipline and you may not agree with the discipline at this point, but it is what drives the needs of that student.
 - Albert – we have a number of students in this district who could care less about school, their whole goal is just to try and make it through the day. That is where we [staff] have to start looking at the lives of these kids in a different perspective versus the student looks normal, but they are acting a certain and different way, and I’m [classroom teacher] comparing you to this other student [general ed student] and I’m holding you accountable in the same way [behaving like a general ed student].
 - Albert – It is all about driving what the needs of that student are, and that is what is frustrating for teachers. They see a kid that is disrupting their classroom, he is creating a scene, and he is making me [teacher] feel this way [frustrated] and making other students feel the same. That is the hard part and there is where communication comes in. This kid may be doing things that are inappropriate, but our goal is to teach him how to do things in a less volatile and more appropriate way, so that over time they can function better within the school settings and within society. That is the goal.
 - Albert – that is the hard part of bringing these kids into a classroom, because their needs are different.
 - Amanda – at what point are we sacrificing the many for the one. If this kid is constantly verbally abusing the teacher and then they get to come right back [into the classroom] and all of the other kids see this and think that it is okay to behave that way. All behavior is now escalating.
 - Albert – no one’s rights supersedes anyone else’s, the only difference is that a student that has a disability has more protections in place, because, us as adults have not done everything in our power as far as changing things and being flexible in your approach with this student to be more restrictive before you start removing those kids out of the classroom. As adults, especially at the

secondary level, because you have even more adults involved, is getting on the same page and following that student's plan. That is the tough part, because once you have people doing their own individual thing, you need to question whether you are meeting this student's needs, because now we are all doing different things and we all have different expectations as far as how this kid should be [act] in our classrooms, and that is where things usually fall apart, the communication piece.

- Amanda – yes, but I think perhaps the communication between the teachers and the Special Education department are struggling too. As teachers, we are seeing all that is happening and we are not seeing it getting better. We are seeing these kids coming back to our classrooms and they have candy or a soda that they earned while they were out of their room and all of the other kids are seeing it and they don't understand why.
- Albert – I'm getting uncomfortable with this conversation and we are getting to a point where we are singling out a teacher and a program in this setting [open meeting]. I understand what you are saying and I would love to have this conversation in a different setting, because these meetings [minutes] are published, and I wouldn't want to have a conversation of a let's say a PE teacher in a certain building. Is it really fair to have this discussion about that teacher here in this setting? I don't have a problem having this conversation, I just don't think this is the appropriate place to get this far into it.
- Frank – removing a student from a classroom, is it removing the student temporarily, because that is the best way to prevent things from getting worse or what.
- Albert – it's all within the [student's] plan, so if we are responding to daily behaviors, what are the expected behavior we are going to see from this child. If we see the posturing or something threatening, we need to ask where are we in the plan that tells us what is next; do we disengage; do we make a call [to the office], because the next step is to completely remove the student from the classroom. If we are talking about permanently removing the student from the classroom, now we are becoming more restrictive, the student will not be with their non-disabled peers, so now they are in a classroom with a different setting receiving their education [FAPE], and we have to make sure that we have gone through the entire process to make sure that we have done everything that we possibly could to educate this student in the general ed setting.
- Frank – which of the two possibilities were we just discussing, removing the student temporarily from the classroom or reassigning the student to a more restrictive environment?
- Albert – both. If it is a daily thing, you are basically removing a kid out of the classroom because they did something [behavior] and they come back later in the same class or even the next day, that is all part of your system as far as a kid functions within that building within the day, that is the frustrating part. If you don't know and you hear these things, staff are going to come to their own conclusions as far as what happened.
- Luke – I don't disagree with anything you just said, it is just striking that that many teachers are worried about their safety and having to come to work.
- Albert – this is a huge issue throughout the state, so you now are seeing the SDE provide more money and more training towards this. As a district, we brought on Andrew Miller and his company who are behavior experts and they come in for trainings and will continue to come in for trainings. Albert explained Andrew Miller and his company.

- Amy – moving on to one more thing in the minutes, you [MHEA] did make a proposal on working calendar days defined as non-student contact days, I'm setting aside for further discussion. I'm sure you are aware that the Board passed the student calendar with the understanding that they may revisit the staff calendar.
- Amy – has the insurance been working diligently?
 - ~ Denise – we haven't met yet. The District might have behind the scenes, but as a committee we have not.
 - ~ Amy – so we don't have any information.
 - * Denise – I'll put in an email to the person who lets us know by the District.
- Both parties approved the minutes with corrections.
 - ~ A copy of the minutes can be found on the District Website>Departments>School Board>Master Agreement & Negotiations

3. BOARD PROPOSALS TO THE MHEA

- Amy – presented Board Prop 1 – Article 1 – Agreements

1. AGREEMENTS –

1.1 ASSOCIATION REPRESENTATIVE STATUS

The Board acknowledges that for the purpose of negotiations for the Negotiated Agreement for the ~~2019-2020~~ ~~2018-2019~~ school year, the Mountain Home Education Association (hereinafter "Association") is the current representative organization designated to represent the Certificated Professional Teachers covered by such Agreement.

The Association has demonstrated, as required by applicable provisions of the Idaho Code, that it was duly chosen and selected by a majority of the Certificated Professional Teachers prior to the commencement of negotiations as their representative organization for negotiations pursuant to Idaho Code for the ~~2019-2020~~ ~~2018-2019~~ school year.

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

Expires: ~~June 30, 2020~~ ~~June 30, 2019~~

1.2 NEGOTIATIONS PROCEDURES

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.

Expires: ~~June 30, 2020~~ ~~June 30, 2019~~

1.3 REQUESTS TO THE DISTRICT INSURANCE COMMITTEE

Due to the historical fluctuations in health insurance premiums and changes in the health insurance industry, the District and the Association request that should the District's renewal costs for Health Insurance reach a level that causes the Insurance Committee to have concern regarding the ability to sustain the policy for the District and its employees, the Insurance Committee shall commence research into other insurance options to present information and recommendations to the representative parties during a negotiation session in the spring of ~~2020~~ ~~2019~~.

Among the considerations that the Insurance Committee may consider, could include the following:

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. Research regarding employee satisfaction with the current insurance carrier.

The Insurance Committee should commence its work on or before November ~~2019~~ ~~2018~~ with at least one (1) retired person sitting on such committee. Should the parties to this Agreement enter into negotiations for the ~~2019-2020~~ ~~2018-2019~~ 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, 2020~~ ~~June 30, 2019~~

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 30, 2020~~ ~~June 30, 2019~~

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, 2020~~ ~~June 30, 2019~~

1.6 AGREEMENT

RATIFICATION/EFFECTIVE DATES

Upon joint ratification, this Agreement shall become effective July 1, ~~2019~~ 2018, and shall expire on June 30, ~~2020~~ 2019, unless otherwise specifically stated by section, in which case shall expire on June 30, ~~2021~~ 2020.

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, expressed or implied, not embodied herein shall be 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 the 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 the 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, 2020~~ June 30, 2019

- ~ Luke – I’m assuming that some of these are the two-year expiration agreements.
 - * Amy – all the two-year agreements expired.
- ~ Amy – Article 1 – the language looks remarkable the same with the dates changed.
 - * Amy – Article 1 – these are all one-year terms.
- ~ Amy – do you have any questions or would you like to wait.
 - * Amanda – I would like to wait.
- Amy – I’m skipping Article 2 – Compensation Package, because we need to wait until we know what the legislators have approved as a budget.
- Amy – presented Board Prop 2 – Article 3 – Teaching Environment

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 1 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 (2-yr): ~~June 30, 2021~~ ~~June 30, 2019~~

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, 2020~~ ~~June 30, 2019~~

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 (2-yrs): ~~June 30, 2021~~ ~~June 30, 2018~~

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 (2-yrs): ~~June 30, 2021~~ ~~June 30, 2018~~

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 (2-yrs): ~~June 30, 2021~~ ~~June 30, 2018~~

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. Such documents will be addressed pursuant to the provision of Section 33-1210, Idaho Code, upon separations of employment.

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 (2-yr): ~~June 30, 2021~~ ~~June 30, 2016~~

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 be accumulated from year-to-year.

A Certificated Teacher shall be allowed to use Sick Leave when such absence is due to illness or death in the individual's immediate family 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 absences 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 be 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, 2020 June 30, 2019

- ~ Amy – the formatting and everything is the same. The dates highlighted in blue are the two-year dates.
 - * Amy – reviewed Article 3, and she noted the typo of “elementary” in Article 3, Subsection 3.3 – Secondary Preparation Time, should be secondary, so the word “elementary” was stricken from Subsection 3.3 and 3.4 – Elementary Preparation Time, as the word isn't necessary.
 - * Amy – continued to review Article 3.
 - Amy – stated that the District didn't have any grievances filed last year or this year to date. That tells me that everyone is doing something right and working well together.
 - Amy – Subsection 3.7 Certificated Professional Teacher Sick Leave, remains as a one-year term by State Statute.
 - * Luke – remember that a grievance is a formal way of solving an issue.
 - Luke – most likely having the informal conversation is working.
- Amy – presented Board Prop 3 – Article 4 – Collaboration

4. COLLABORATION

4.1 DISTRICT/ASSOCIATION EDUCATIONAL COLLABORATION

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

1. Suicidal Ideation Reporting Obligation
2. Abuse, Abandonment, and/or Neglect Reporting Obligation
3. The Code of Ethics for Idaho Professional Educators
4. Bullying/Cyber-Bullying, Harassment, and Intimidation – Statutes, District Policy, and the Administrative Procedure Act
5. Implementation of District's Salary Schedule
6. Any other areas mutually identified

In addition to the matters addressed above, the District, for the 2019-2020 2018-2019 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 the 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.

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.

Expires: ~~June 30, 2020~~ June 30, 2019

4.2 ASSOCIATION ACTIVITIES

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:
 - 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 –
 - a. 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 –
 - 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 ~~2019~~ 2018, 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 Representative 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 Computer and Network Services Policy, Computer and Network Services Procedures and Forms, 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 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, 2020~~ June 30, 2019

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 may continue to evolve during the ~~2019-2020~~ 2018-2019 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, 2020~~ June 30, 2019

~ Amy – again the language is familiar. These are all one-year terms and the language remains the same.

- Amy – presented Board Prop 4 – Article 5 – Acceptance

5. ACCEPTANCE

5.1 ACCEPTANCE

This Agreement is made and entered into this day of June 2019 ~~10th day of June 2018~~, 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, 2020 ~~June 30, 2018~~

- ~ Amy – this is just the acceptance paragraph that is the language used to accept the agreement [CBA] with the date changes.
- ~ Amy – I didn't bring any of the tables for obvious reasons, they might change.
- ~ Amy – I assume you would like to read them all.
 - * Amanda – that's a lot of reading material.
- ~ Amy – I don't have any other proposals for the night. I thought I would flood you with paperwork in this paperless society.
- Amy – do you have anything you would like to share with me?
 - ~ Amanda – absolutely.

4. MHEA PROPOSALS TO THE BOARD

- Amanda – presented MHEA Prop 2 – Calendar Committee

Calendar Committee

Committee consisting of a representative from each school, 3 of which are members of MHEA. Plus one person from District Administration, and one board member. Committee would put together the District Calendar, and determine make-up days.

- ~ Amanda – On this calendar thing, I was hoping you guys would have talked more about it.
 - * Amy – we can.
- ~ Amanda – In additions to teacher workdays, we would like to propose a calendar committee with a representative from each building, three of which would be an MHEA member, one District Administration person, and possibly one Board member, who put together the district calendar and determine the make-up days.
- ~ Amy – is there an issue with the existing calendar other than the workdays? It is my understanding that it has stayed the same for the last couple of years.
 - * Amanda – we have a lot of people who are conflicted. We have some who like the current calendar as set, we have some people would prefer it be pushed back a little bit, so I think we should have a committee. There is so many rules, and with the Great Basin conference that we are in, there are so many key factors to

consider, so it takes people who really know and understand that, and so it would just be nice to have this calendar committee, so that we know that we have people from our side that are working on it and understand it.

- Amy – more of an educational tool than necessarily a concern about content.
- Amanda – yes and just like determining the make up days and kind of seeing where it is at so that we can brainstorm. I can't know all the rules.
- Amy – I don't expect you to know.
- Ralph – make up days, what do you mean make up days?
- Luke – like snow days.
- Ralph – part of it just comes to like in the past when we used up all of our snow days three years ago, the kids are still going to graduate on this day [predetermined], so where do we make up the time between now and May, for graduation, because they aren't going to go beyond. It really becomes a situational based decision. At that point, I know we took out Tiger Time at the high school for the hours to get the contact hours back. Had it continued, you're looking at losing holidays, spring break, etc., to get those contact days back.
- Albert – when we are talking about those make up days, it's all Board [decision].
- Amy – the Board has to approve it and submit it to the State to get all of the hours and the funding.
- Amanda – the calendar committee is there to come up with options. They could come up with options and present them to you guys [Board]. They would give you options and you would decide what is the best way possible.
- Amanda – I was looking through some contracts and there are a lot of district who have calendar committees that consist of all of these types of representatives. It's just one of those things where it kind of puts it back on the people a little bit more too and gives them a better understanding.
- Amanda – I can tell you that it is something, the calendar is something that people get fired up about. When I get emails, like right now there is going to be a lot of things coming my way about the calendar, but if we have a calendar committee, it really puts the members and the employees at ease for everything. All the boxes have been checked.
- Luke – I won't argue that it's the Boards job to approve the calendar, but having a committee where there has been input and something presented isn't a bad thing.
- Amy – I get that, but I haven't gotten an answer to my question of what is wrong with the existing calendar given that it hasn't changed in a couple of years, and I don't imagine it will change anytime soon.
- Amanda – some people want that later start date in August, some people don't. I think that just by having the committee to kind of come together to feel out where employees are at on this. It would be influential.
- Amy – we'll talk about it.

- Amanda – presented MHEA Prop 3 – Teacher Safety

Teacher Safety

Classroom Dynamic Goals: Students with alike IEP's will be assigned to general education teachers evenly among available general education teachers. This also includes students with behavior IEP's as well. Students on 504 plans will also be assigned to general education teachers evenly among available general education teachers after Students with IEP's have been placed.

- ~ Amanda – this kind of touches back onto the teacher safety component. It is a challenging thing to work with [SpEd students]. I do understand, we as teachers, do want work with these guys [SpEd students], and so a good starting place is to look at the classroom dynamics.
 - * Amanda – I know that they [school buildings] try really hard to even it out, but I think just having it written in there, because it never seems quite balanced.
 - Amanda - I think just having students with like IEPs will be assigned to the general ed teachers evenly and then we can go on to the students with Behavior IEPs and distribute them evenly, and then go on to students with 504 Plans and distribute those evenly. That way the load isn't heavy on one teacher over the other because we don't get paid for things like that.
 - Luke – I know what you are saying.
 - Amanda – I think that insuring that [even spread] is a really good place to start.
 - Amanda – Do we work on those communication things, of course, always, but this is a nice place to start with the teacher safety and spreading them [SpEd students] out and spreading them out for similarities. If we have those kids that are ELL, if we spread them out and not just put all of them into one classroom. That way every teacher has a similar load and it's not all on one teacher versus the others in a school.
 - Amy – I totally get where you are coming from.
 - Amanda – I'm a teacher.
 - Albert – so is it about the process of trying to identify which kids and the process.
 - Amanda – yes. I know that there is a lot and especially like when they go from elementary school to Hacker; there is stuff that gets lost. As we are identifying it, we really need to, because halfway through the year, all of a sudden we have one teacher that is super heavy loaded [with SpEd students].
 - Amy – you are going to have some teachers that are going to have more than another.
 - Albert – that's a conversation that we've heard before and I think that is something that we need to get back to and in my mind it's that process. What process do you have in place as far as whether you have a new kid that transfers into the district, or the kid is coming up from a previous school year to this year, what process do you have in place that tries to balance that stuff out.
 - Albert – eventually it does show as far as the stress. Let's say you have four kids, whether they are academic needs or behavior needs, having them all in one classroom just creates that much more concern.

- Amanda – especially at the elementary, you have some kids that are out more and so then all of a sudden, if they have academic needs, they are just out of the classroom and you suddenly have a class size that just went from 25 to 18 [students], where this other teacher still has 25 kids. There is just a lot of components in there could be looked at.
 - ~ Amy – do you have any other questions before we talk about another issue?
 - * Frank – as things happen now, is there an administrative process in place to make sure that classrooms are manageable.
 - Amanda – they try, they really do and the lady that works in my school works so hard and she is like I’m sorry, but these kids were not identified at the beginning of the school year and they just got put into classrooms, but even after a few weeks it’s like they are already in your class.
 - Amanda – we need to work on that process.
 - Albert – it is more of an understanding, and other things, and just an expectation of does everyone understand how that is going to look even though maybe at the beginning of the year or somewhere in the middle of the year, how do you address those things as they come.
 - * Amy – anything else before we take a break and read and talk?
 - Luke – I don’t have any questions.
- Caucus: 6:40 p.m. – 7:15 p.m.
- Amy – any thoughts on Articles 1, 3, 4, and 5?
 - ~ Amanda – we don’t really have any questions at this time, but we are going to hold on to these for now until we’ve had a chance to discuss this with Daniel.
- Amy – I have a question on the calendar committee.
 - ~ Amy – we won’t have an answer tonight, but if the calendar is moved back to let’s say September, it would cost more money.
 - * Denise – how?
 - Amy – because there are holidays that would have to be paid. If you remember how we talked about this at the last meeting, adding workdays to the frontend and the backend, on the backend it doesn’t really end up adding two days, it ends up adding three days because of the holiday.
 - Will – if we go back one day [workday], it is actually two days because of the holiday and plus the actual workday, at a cost of about \$65,000 per day, about \$130,000.
 - ~ Amy – the composition of the committee you want is eight representatives from the buildings, three of which are Association members, one District Administrator, and one Board member, so that is ten people.
 - * Denise – it blows my mind that all we are doing is shifting when we start later, so I guess I don’t understand what holiday is paid.
 - Luke and Ralph – Memorial Day
 - Ralph – and Labor Day also, two holidays.
 - Amanda – but if we start after Labor Day.
 - Ralph – that is what I’m saying if we start after Labor Day, you get paid Labor Day.
 - Amy – no, if we start after Labor Day, we only pay Memorial Day.
 - Amanda – so all we are doing is changing the day.
 - Amy – we’ll come back and talk about that later.
 - Ralph – if you push the calendar a few days later in August, you are going to push into Labor Day weekend and you are still going to push over Memorial Day, so you are adding two additional holidays.

- Amy – you also have to equalize semesters and then you are talking about taking final exams after Christmas, etc.
 - * NOTE: Labor Day is not a paid holiday, whereas Memorial Day is a paid holiday.
- Amy – let’s go to the Teacher Safety one [MHEA Prop 3].
 - ~ Amy – the label [title] of it is Teacher Safety, but the content to me doesn’t address teacher safety. My understanding from the conversation at the last meeting was that the issue was the conduct of the behavioral students in the classroom. Whereas, this is talking about every IEP kid, every 504 kid, so if you would, would you please explain.
 - * Amanda – absolutely. This is where I was going with this. If we had one teacher that is loaded down with kids that have behavior issues and only the one teacher is loaded down, these kids feed off each other. The more we can spread them [behavior students] out, the less that they have to feed off of each other. It’s just a starting place.
 - ~ Amy – is the concern more about spreading out the behavior kids?
 - ~ Amanda – what are we going to do at this point for teacher safety? I mean, if we can start with trying to even that load, we might be able to open up that communication instead of having some teachers saying that they don’t have a problem with it and some teachers are drowning. Maybe if we can even that out.
 - * Amy – but what you are talking about is straight behavioral students versus this [MHEA Prop 3] talking about balancing out all Special Ed, all 504, etc. If we hypothetically have four teachers, and we have twelve kids [SpEd kids], you are each getting three kids, but this one particular teacher has all three behavior kids. Technically, it has all been evenly spread among the teachers by the way you have this [MHEA Prop 3] written. I’m trying to understand what your goal is versus what the language states.
 - Amanda – I am bringing in all the IEP situations just because it is making it paint a bigger picture.
 - Amanda – like I said earlier, for academics some kids get pulled out of the class, sometimes for the majority of the day, which can reduce those overall classroom numbers, so it puts a lot more work on the teachers that have a bigger class size.
 - Amy – and I get that, but how is that “teacher safety” or is that another issue.
 - Amanda – it’s kind of an umbrellaed under one.
 - Amanda – maybe I should just strike that off.
 - Amanda – I started off with the idea of just behavior and then I started working from there and then I started working backwards as we started talking about all of these things together, and I thought if we do that, we still have inequities in other places and it started to snowball.
 - Amy – the way I was reading it was supposedly you have a student who is hearing impaired who has a seating preference. That student is going to have a plan written and they are going to be counted in this [MHEA Prop 3], and that really isn’t balancing out the issue that you are concerned about, because it’s not like the teacher has any significant activity to do with that [student’s] plan versus a child who may be far more disruptive or something along those lines where a teacher is constantly redirecting, or standing over them supervising.
 - Luke – it took us down the path of Special Ed. Do I think that there are kids who are identified in Special Ed that have behaviors that are issues, of course there are, but do I think that every Special Ed student is [behavior], I don’t think so, in my mind they are not?

- Amy – and you just pointed out to the next question that I have [MHEA Prop 3] is that it wasn't going to even out every student who has a behavior issue.
- Amanda – absolutely, but it's a starting point.
- Amanda – we could add more. We could add quarterly evaluations over classroom dynamics.
- Amy – from a logistical stand point, I understand that the buildings to the extent that they can are already doing this [MHEA Prop 3], coupled with FAPE issues. The other question that we got onto was how we divide evenly in the elementary versus how would we divide evenly at the secondary. I get the elementary because it's obvious, whereas at the high school there is class selection, how would you spread it evenly at the high school.
- Amanda – you have to start with the departments, so we have two teams in the 7th grade, but we don't have teams in 8th grade anymore, but we have three English teachers. Those kids in those classes, we can make sure one teacher isn't ending up with everybody [SpEd].
- Amy – say you have a kid who picks graphic arts and there is only one graphic arts teacher, how would you spread that out evenly?
- Amanda – I'm assuming they have more than one section of that class. You make sure that you don't have all of those kids [SpEd] in that one class.
- Amy – but then aren't you negatively impacting what that child can pick to fit into their school schedule, so that we can divide them evenly and then are we not creating a FAPE problem for that Special Ed child.
- Amanda – maybe, but if we end up sticking all of these kids in the same class, and we don't have other kids to peer-tutor them then we aren't.
- Luke – and I would say that it is not necessarily setting it up that way, if you have enough sections, you place the students evenly.
- Amy – but there might not be more than one section.
- Luke – I understand, and then they would all be in the same class.
- Ralph – there are so many kids trying to get into certain classes that they sometimes have to wait until second semester to fit the class into their schedule. The other issue becomes if you're talking about equally distributing, is it not putting more work on that teacher in the classroom that has been equally distributed and there are three hearing impaired, three ADHD, two that are behavioral, and two that are dyslexic all in the same classroom, because now you have to come up with a lesson plan to address each of those kids, so that teacher is potentially teaching four or five different levels.
- Amy – using ELL as an example and you are spreading them all out now every teacher has to modify, instead of one or two teachers having to modify.
- Amanda – most of us are doing that already, at my level anyway, but at the elementary level, you have kids being pulled out and it changes the workload on the teacher.
- Amy – let me come at this in a different direction. What kind of problem is this? Is it a Special Ed problem, a training problem, or a communication problem, or all three?
- Amy – look at paragraph 4.1 – District/Association Educational Collaboration. I think we could use the concepts, ideas, and language to maybe at least address one of the three issues, and maybe by addressing one might address the second in that if we look at collaboration with regard to educational opportunities for training associated with student behavior, as we are doing the training, hopefully, it would open the lines of communication. That would at least take care of two of the three issues, or least progress, or at

least we are talking about it and trying to deal with it, without us creating Special Education liability risk.

- Amanda – we are kind of doing that already, and it seems like we have that PBIS program that we are working on.
- Amy – but at this point in time, it is the District providing the program as opposed to the collaboration of you saying this is what we need, this is what our building wants, working through building team leadership levels, Special Ed levels. The District is providing the training they feel is necessary.
- Albert – just reading the minutes of the concerns from the last meeting, [FYI] we are bringing in Andrew Miller. We talked with SESTA about concerns whether its autism, behavior students, etc. Most of the conversations I have with Andrew is how we can bring him in to create what we are probably going to refer as EBD Awareness. It will increase your overall understanding with him having a lot more creditability, an expert in this area, and get his perspective on the concerns and what things have worked; increase your awareness that there are other things used that are tried and true as far as high functioning autistic kids. What most people struggle with is that the student looks normal, but acts and responds in a way that is not normal, the kid takes things literally. Awareness and training can only go so far, but we want to bring him in and coach our staff and work with them. One day of training can only do so much for staff. It's like our PBIS, where we have coaches that come back in and help staff. Regarding PBIS, some buildings are doing better than other buildings.
- Amy – but more of an interactive collaborative, this is what we need versus what the district has heard and is providing what they have heard.
- Albert – it's just like anything. Whether it is through the needs assessment or through you coming down and telling us this is where our concerns are, this is what our issues are, we [District] want to know your issues and we want to hear them, so that we can address them, especially in Special Ed, or as an admin team. We can ask if they [administrators] are hearing the same things in their buildings, are staff going to administrators with the same type of issues. We can ask them how we need to address this. Is this a building issue, is it a District issue, is it a secondary issue, etc.?
- Amanda – with that [going to administrators/DO], as members go, they are much comfortable coming to me and telling me what they already mentioned to their administrators, and how they got the brush off. By the time they get to me, by that time I have 15-20 members with this issue is why I'm bringing this up to you; it might not get to your level. What can we do to make people feel comfortable?
- Amy – part of that is bringing in the outsider and not someone from the District. Bring in the outsider for the training and the coaching.
- Albert – the big thing is let's say they [teachers] come to you, that's fine, you have MHEA reps in all of the buildings, there is a process whether you have a concern with the building, or with another teacher, or whatever it may be, there is a process. Whether they go to Levi, or Will, or James, or myself, here is the concern that we have and it is not being addressed at the building level, coming to us [DO] is the next step. That is the process put in place.
- Amy – think about it. I can't change Special Ed laws; I can't boot a Special Ed student from class for more than ten days and that includes in school suspension.
- Amanda – is that ten days in a row?

- Amy – ten days total for the entire school year! Unless you can get a change of placement, without it having an emergency procedure.
- Denise – are you talking about they can't be in school if you boot them out of school.
- Amy – I can't suspend them, can't expel them, or even put them in in-school suspension that changes their program for more than ten days for an entire school year.
- Denise – so what I'm hearing you say is if I have a student who is constantly disruptive in my room and has to leave to cool down or whatever, and when they go out and then come back in in ten minutes, and I have kids who aren't on IEPs, well...
- Amy – the kids who aren't on an IEP, we don't have the ten-day rule, that is an IDEA rule. The kids not on IEPs, it's the regular suspension, expulsion process.
- Amanda – naturally, but it's a problem and teachers definitely need to feel a bit more supported because we feel that we are getting stomped on and this idea of making sure that things are even, an even workload, cuz I don't get paid anything extra for having those kids on behavior plans even though I have the majority of them.
- Amy – Special Ed teachers deal with them all day long and don't get paid anything extra either.
- Amy – how do you define even? To meet the goal that you are addressing is so much more involved, so I came back to what is the definition of even and what problem are you trying to solve. I understand the goal and I understand the concern.
- Denise – wouldn't it be if we have two English or two Science teachers and we have six kids [SpEd], that we would share the load. I would have three and she would have three, instead of me having five and her having one.
- Amy – to what extent is that not being done right now.
- Denise – that's the point.
- Amanda – that is exactly what is being done right now. There are two 7th grade science teachers and one has more than the other, significantly more, it is not even close to being even.
- Amy – what are the issues, because that comes back to let's say one has seven and one has two.
- Denise – because all seven are feeding of one another.
- Amy – you are assuming all seven are behavioral, because it's all IEPs and 504s.
- Amanda, Denise, and Amy – started discussions regarding SpEd and Behavioral students at the same time.
- Amanda – 504s are for those kids who just need that general stuff. You can't have an IEP if you're dyslexic.
- Albert and Amy – yes you can.
- Amanda – I will tell you something, we can talk about that later.
- Amy – I get your concern, you are concerned about making sure behavior students be it and IEP or 504, non-504, non-IEP are spread out for lack of a better term.
- Amanda – also those that are on academic IEPs, as well. I have six classes throughout the day, and these kids already have these restrictions that you are talking about, so they all go to this specific math class, because it is only offered for two periods of the day, and then we also have honors classes for those that are high. I have six classes throughout the day and I find that I have

two classes that are a really good mix of kids, I have two classes that are very low, and I have two classes that are very high despite my only having one honors class. I would like to see a better mix of these students in each class so that I can utilize things like peer-tutoring, as helping those kids who are lower academically. To me, when you even it out, you are also helping those kids who are lower achieve more in the table groups. I have to make sure I have one of each kind of student so that everyone grows together.

- Albert – what I’m hearing is the master schedule.
- Amanda – bingo.
- Luke – I think we are still headed down the wrong path by we need to spread these kids out when the heart of the issue is a teacher feeling safe in their classroom. Maybe it is a protocol that we need to write down instead of we need to spread this out and maybe that is what the language is. We typically try not to go there, because we like to leave it up to a building. If it is spread enough maybe this is what is going to happen, this kid is going to leave the class for the rest of that day, it doesn’t mean school for the rest of that day, it just means for that hour. Whatever it is, it is somewhere there. Really at the heart of what we are hearing from the members is they don’t feel safe all the time in their classroom. They feel like a student could knock on them.
- Amy – and I’m hearing two entirely different things.
- Amanda – I think we are just chasing this and coming up with solutions. He is right.
- Amy – this goes back to the title [MHEA Prop 3] and not the content.
- Amanda – this is an idea to help spread the load, so that we are not having a bunch of behavior kids in one class. This is a starting point to get those teachers to that starting point where we can calm these classroom behaviors down. This is an idea to get that rolling.
- Amy – playing devils advocate, if we spread all of these kids out, we may be making things better for you guys, but are we not making every classroom more disruptive. We went from making maybe one classroom out of control versus them all being out of control.
- Denise – I look at it as in my classroom, sitting with all this chaos, what about my student who has to have it quiet; I’m the only teacher that has all of these [behavior kids]. How do I do this? How do I break it down into groups to where I can help the quiet one...or because he looked at me funny and slapped me, and now I have two other kids throwing things, and I’m trying to get to these kids [non-behavior kids] and trying to get them out of the classroom, to get them safe and out the door. There goes my day and then I am evaluated on that. How fair is that for a teacher.
- Amy – I also get the concern for the other students.
- Denise – if maybe we have a couple of kids maybe we can buddy them up and use that peer-tutoring, and if you just have a couple students, the classroom overall might be calmer; they can’t feed off each other.
- Amanda – positive peer pressure. If you have a classroom of awesome kids and if you have behavior problems, but you [the student] want to impress your other classmates, you are going to try to elevate yourself to that level, no matter behavior or academic.
- Luke – tolerance comes into play. Do you tolerate a kid being able to threaten a teacher physically? How far do we tolerate that? I imagine a student against student, we don’t tolerate any violence whatsoever. Maybe that needs to be put into the language, from the student handbook that we don’t tolerate any violence ever. It feels like from the feedback from the Association, that that is

happening, they are upset, they think it is being tolerated. I agree with Albert that it is some communication like you mentioned earlier. It feels like it is being tolerated when that kid comes back; the reality is that it is not being tolerated and they [behavior teacher] followed the plan. There has to be some sort of balance, the teachers need to feel safe, the kids need to feel safe.

- Amy – there is no perfect answer.
- Amanda – there isn't one, but it is becoming a problem. We need some kind of hardline somewhere.
- Amy – what do you mean by hardline?
- Amanda – if two kids get into a fight, we have all of these rules in place to address that, but how many times can a student cuss at a teacher before we are finally like this is not working out.
- Amy – if it is not working out, what is the next step?
- Amanda – that is what we need to come to grips with.
- Amy – the next step is a Manifestation Determination for discipline and say it is part of their disability, we can't punish them for it.
- Albert – this is where communication comes into place. If you have an understanding of what type of behavior you should expect, let's say you have a kid who has a history of hitting and exploding, but you keep badgering the student to do the work, and the student is telling you that he isn't going to do the work, but you keep badgering him to do the work, the SpEd student ends up getting mad and reacting the only way they know how to react. They end up punching something, hitting something, throwing something, but your goal is to decrease that behavior and how often it happens. Instead, think that if this kid being sent out of class who isn't hitting something or throwing something on the way out, but smacks the door on the way out, you need to think that I didn't get hit, I didn't get threatened, I didn't get cursed at, the kid is having a better day. Maybe the next time the kid gets frustrated, all he does is to throw his things on the desk and walks out the door.
- Amanda – at the same time as a person, I have students that are larger than I am, and if I am feeling threatened by them as a normal person would, I don't want to be around them...all the time. Here I am trying to be stoic with these kids, and they are larger than me, they are stronger than me. Where is that line that we also need to protect our teachers?
- Albert – you want everyone to feel safe. Everyone is going to interpret certain situations differently and certain languages differently than other people, so to me those are the things that you have to factor in. Those are the things that lets say as a building principal, I need to know the personalities of my teachers, I need to know what they can tolerate, what kind of skills they have to be able to de-escalate behaviors. Some teachers can handle intense situations and some can't, and that is part of us being people. Some people will have more strengths than other people in certain situations.
- Amanda – we don't tolerate this stuff between students, how much do the teachers have to tolerate this, as well.
- Amy – as part of the manifestation, unfortunately, we do have to tolerate some of it...for Special Ed students and not general education students.
- Albert – your goal is to look at the whole situation versus just the individual incident. For example, if you have a kid that is getting physical with the teacher, touching the teacher, touching other students, we now need to be more restrictive. It is now not a safe place for students, not safe place for teachers, so we are going to be more restrictive, and therefore the student needs to be pulled out of class.

- Amy – this is a good discussion, it is just coming up with a solution, and there might not be one.
 - Luke – Amy and I go to a lot of school districts and this is the first time this has come up, so we obviously need to talk about this.
 - Amy – how many Special Ed kids do you have?
 - Albert – about 8%.
 - Amy – that is low.
 - Denise – if we have that many [SpEd] how can they say we are over identifying.
 - Albert – it is in certain areas. The SDE has tightened the criteria for SLD.
- ~ Amy – think about 4.1 and if there is some element of training or collaboration. If we could solve one of the three pieces, that would help the second piece with the communication, but let’s keep thinking about it.
- * Amy – Amanda, I understand your personal experience that you shared with us that you are dealing with, but there is no easy answers.
- Albert – if you’re talking about the Special Ed thing, you won’t be able to come up with policy that will fit everyone. It becomes getting back down to that individual student as far as what are the needs of that student, whether it is safety, and the student might have to be pulled from class if he is dangerous. It could be the most restrictive setting doesn’t have to be in school.
 - Amy – and we have situations like that.
 - Luke – I agree and I think that if we do decide on language, I don’t even know how SpEd could even be included. It would have to be more general.
 - Albert – it comes down to training and communication as far as how each individual building is going to look at it based on the program and the students you have in your building. That is where it becomes important and if you have a concern, how do you voice that concern, who do you go to with that concern.
 - Luke – yes.
 - Amanda – and what if that concern doesn’t get addressed? Where do we go?
 - Albert – it may lead to a grievance.
 - Amy – or you leave the building level and go talk to someone in the District Office.
 - Amy – when James next has his monthly meeting with the Association, it would be a perfect time for you to bring up these kinds of concerns.
 - Amanda – but the teacher safety thing is another cause for support, just from the people who have talked to me.
 - Albert – when they do talk to you, you need to get specifics and details, that is very critical, otherwise it is hard to address things in generalities.
 - Luke – I don’t disagree about talking to James about it, but in the contract [master agreement], the document talks about the teaching environment and that is why we are talking about it here.
 - Amy – as Albert stated, sometimes there are students that we remove from the school environment because they are too violent or whatever. Even if we remove those students, we still have to provide their education and services, which comes straight out of general funds and so instead of it costing \$12,000 per student, it now costs you about \$65,000. Not including the long process to get there.
 - Amy – has the District done that in that in the last couple of years.
 - Albert – yes, we have.
 - Ralph – we are still responsible to pay for their education and the services.
 - Amy – oh yes, you still have to provide the education and the services.

- Luke – thank you for the conversation, it’s documented, and it is good, even though there is no solution.
 - Denise – I guess I think in my head, just making sure that we know there is a protocol that I can try, and have that “bag of tricks” and try different things, and if it escalates, I’m a phone call away possibly...depending on whether or not the phone is busy at the other end, but I can start evacuating. The fact that we have something that we know and the resources of some things that we can try, and if a child escalates whether on an IEP or not.
- ~ Amy – okay, think about 4.1.
- * Students with behavior problems are a growing problem all around the state, the SDE is trying to deal with it.

5. Set next meeting date and time:

- February 12 – 6:00 p.m. – MHJH Library

6. Adjourn

- 8:05