

Interest Based Bargaining
2010 - 2011

Tuesday, June 29, 2010

The meeting began at 8:39 a.m.

Present were:

Forrest Branscomb - SSC
Willie Clark – Palmetto HS
Jim Drake - SSC
Chuck Fradley – Wakeland
Darcy Hopko - SSC
Nancy Goux – Blackburn
James Horner – Abel
Alan Ramos – Southeast HS
Kathy Redmond – Palma Sola
Joe Stokes – SSC
David Underhill – Bayshore HS

Pat Barber - MEA
Rachel Bailey – Oneco
Kara Carney – Oneco
Carol Bell – King Middle
Helen King – Seabreeze
Melanie Newhall – Orange Ridge
Bruce Proud - MEA
Dawn Walker –MEA

Pat introduced Bruce Proud as MEA's new business agent effective 7/12/10.

The commitment statements were reviewed.

Commitment statements:

District:

As a district, we value our employees and are committed to the process of Interest Based Bargaining and building a relationship of mutual trust. To be successful, we are committed to being open and forthcoming with information and to working creatively through consensus to meet both the collective and individual interest of all.

MEA:

MEA is committed to Interest-Based Bargaining (IBB). We believe that together we can develop creative solutions to issues. The process provides opportunities to build trust and improve relationships between MEA and Management. IBB also presents MEA and Management the forum to share interests and develop a better understanding of each party's needs. Through this process, we believe the outcome will be in the best interest of everyone in the district.

There was one addition – a commitment to the retention of public education. This is a mutual interest of both parties.

IBB PROCESS GROUND RULES

TEAM Members:

MEA - 8 members

Management - 12 members

All persons are trained in IBB.

No alternatives.

Release time if needed will be approved.

Quorum

MEA will be 7 members

Bruce Proud, Dawn Walker and/or Pat Barber must be present

Management will be 7 members

Darcy Hopko and/or Jim Drake.

2. Timing

Unless otherwise specified, daily meetings will begin at 8:30 am – 4:00 pm.

Lunch will be ordered in and costs will be shared.

The following dates are currently set for bargaining.

June 28, 2010

July 15, 2010

June 29, 2010

July 16, 2010

June 30, 2010

July 19, 2010*

July 12, 2010

July 20, 2010*

July 13, 2010

*Tentative dates pending confirmation of management's quorum.

3. IBB will be closed sessions except for the press. What we discuss stays within confidence. No "parking lot" talk will be tolerated.

4. Communications

- a. Press releases will be jointly written
- b. Mutual agreement
- c. Confidentiality of IBB

5. Ratification

Re-opener of entire contract is on the table.

Teachers will ratify when TAs are reached.

School Board will act upon after union ratifies.

6. Caucuses

- a. Allowed
- b. Time limits
- c. Subject disclosure

7. Information processing

- a. Note taking for the group – Dawn
- b. Recorder for charting will be shared by everyone
- c. Individual note taking will be personal use only.

8. Bargaining information will be shared and all information will be on the table for the benefit of all.

9. Contract Language

- a. Language will be written immediately after the TA
- b. Language will be brought back to the group for approval
- c. Jim Drake and Bruce Proud will mutually share the data

Break – 9:24 to 9:35.

Management Issues

Terminal pay

Voluntary/Involuntary Transfer Process

Class size – Associate teacher

Insurance

Teacher planning

Highly qualified

Scheduling (High School)

Record Days

Automatic steps

Supplements

Salary

Management reserves the right to add issues.

MEA Issues

MEA reserves the right to present their contract language issues.

Issue #1

How do we provide highly qualified teachers as required by statute?

Interests

M - Maximizing funding

Increasing student achievement

M - Fairness

Time for compliance

M - Public perception

M - Staff retention

M - Support for compliance

M - Meet state requirements (DA)

M - Retaining and increasing the pool of highly qualified teachers

Break @ 10:40 a.m. Reconvened at 10:55 a.m.

Options

Not F - Provide incentives for teachers to add endorsements/other certifications

FBA - Meet the letter of the law

FBA - Provide training for teachers/opportunity to be trained

FBA - Written notification to teachers for awareness of requirements

FBA - Communicate areas of need (from district)

FBA - Communicate consequences for non-compliance

Not F - Teachers not highly qualified not renewed

Not F - Assign teachers to teaching assignments for which they are highly-qualified

FBA - Provide tutoring in needed subject areas

Not F - District pays for test fees

Not F - Provide support (peer support at school for passing test)

FBA - Pay for test fees if moving teacher out of HQ area

Not F - Return non- HQ PSC teacher to annual contract

FBA - Establish timelines for achievement of HQ status

FBA - Require HQ before granting PSC

Break at 12:03 p.m. Reconvened at 12:53.

Recommended solution #1

1. Communicate to teachers that they are not HQ
2. Notify teachers of support available (tutoring in subject area, paying for test if they were placed out of field by an administrator)
3. Notify them of timeline to comply
4. Notify them of consequences

Recommended solution #2 - Solution

All teachers must be certified and HQ in his/her assigned subject area by deadlines established by state and/or federal law. Teachers out of compliance will be given the following district-level assistance:

1. Notification in writing of requirements, expectations, timelines for completion, available assistance and consequences which will include denial of PSC and possible termination.
2. Opportunities to attend training
3. Opportunities for certification test tutoring
4. Teachers transferred to out of area position by administration may have test fee paid by district one time only.

Annual notification by last workday to all bargaining unit members of areas of need as well as incentives for becoming highly qualified in the identified area

- highly-qualified by taking test
- adding area to certificate
- district will reimburse cost of test to those who passed test and added it to their certificate

Break at 2:05 p.m. Reconvened at 2:19 p.m.

Bruce will write contract language and will bring it back to the group tomorrow.

Issue #2

How can hiring authorities have any input into the voluntary/involuntary transfer process?

Interests

M - Teachers finding a good fit when they're displaced

M - Reducing out-of-field placements

M - Welcoming reception for transferred teachers

M - Fairness

M - Specialized school or programs interest fit

M - Open communication between hiring authority and displaced teachers prior to placement

M - Expectations are communicated prior to placement

M - Retention of staff

M - Transparency of position

M - Seniority

M - Teacher success

M - Ensure displaced are placed – no exclusions

M - Efficient transfer process

M - Time – moving, prep.

M - Process completed in timely manner

M - Integrity

M - Opportunity

Options

Maintain current process

Set up face-to-face meeting with potential supervisor to discuss opening

Interview during voluntary process
Interview during involuntary process
Transfer within levels when possible (ES, MS)
Voluntary/Involuntary - use seniority to interview x # of teachers
Face to face meeting with potential supervisor for top 3 choices prior to selection
for the top 3 positions chosen by the teacher
Displaced teacher may return to posted vacancy at the sending school for which
they are certified and HQ prior to the new school term
Involuntary transfer process - Consider seniority, area of certification, reading
endorsement or additional critical shortage certification
Principal selects transfer
Teachers remain in position as published on voluntary/involuntary transfer list for
minimum of _____

Tomorrow's facilitator – Carol
Tomorrow's recorder - James