

## NEGOTIATION MINUTES

June 6, 2018

**BOARD/DISTRICT PRESENT:** Amy White, Eric Abrego, Ralph Binion (had to leave during second Board caucus), Albert Longhurst, Will Goodman, Levi Vick

**MHEA PRESENT:** Topher Wallaert, Denise Weis, Amanda Dickinson, Luke Franklin

**OTHERS PRESENT:** Jackie Shull, Rebecca Lyons, Stephanie Hiler, Brittney Delaplain, Maura Brantley, Lori Barth, Samantha Stenlund, Emily Griggs, Amanda Nida

**MINUTES:** Sharon Whitman

**NEGOTIATIONS STARTED:** 3:30 p.m.

*These negotiation minutes are a synopsis of the conversations of the negotiation meeting. The negotiation meeting was recorded and a copy may be obtained from the Clerk of School Board of Trustees (Sharon Whitman). A copy of the audio is posted on the school district website under Departments, School Board, Master Agreement & Negotiations, within a reasonable amount of time after the negotiation meeting.*

*When referencing the Board, the term “Board” will be used. When referencing the Mountain Home Education Association, the term “MHEA” 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 (Topher Wallaert) or the Board appointee (Albert Longhurst).*

### 1. Agenda

- Both parties agreed

#### MHSD & MHEA Negotiations Meeting Agenda

June 6, 2018 – 3:30 p.m.

Item 1: Welcome

Item 2: Team Introduction

Item 3: Review & Sign Proposed Ground Rules

Item 4: Agree on person taking the negotiations minutes

Item 5: Present New Proposals

Item 6: Other

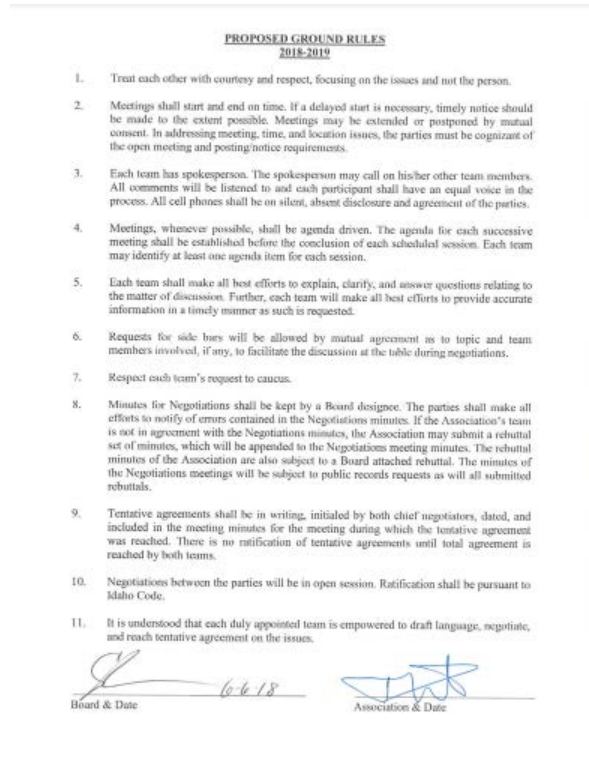
Item 7: Set next meeting date and time

Item 8: Adjourn

### 2. Team Introduction

- Both parties introduced themselves.

3. Review & Sign Proposed Ground Rules
  - Both parties signed the Ground Rules



4. Agree on person taking the negotiation minutes
  - Both parties agreed to Sharon Whitman taking the official minutes.

5. Present New Proposals
  - Amy – asked Topher if he had any proposals to present.
  - Topher – presented MHEA Prop 1 – Association Representative Status; MHEA Prop 2 – Negotiations Procedures; and MHEA Prop 3 – District Solutions Team
  - ~ Amy – are those the [proposals] the same language as last year?
    - \* Amanda – yes.
    - \* Topher – pretty much copy & paste.

AGREEMENTS

Item 1: ASSOCIATION REPRESENTATIVE STATUS

The Board acknowledges that for the purpose of negotiations for the Negotiated Agreement for the 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 the Idaho Code Idaho Code for the 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, 2019

AGREEMENTS

Item 1: 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, 2019

\_\_\_\_\_  
School Board Representative

\_\_\_\_\_  
MHEA Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Date Proposed: May 5, 2016

AGREEMENTS

Item 1: 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, 2019

- Amy – presented Board Prop 1 – Article 1 (1.1-1.6) Agreements; Board Prop 2 – Article 3 (3.1-3.7) Teaching Environment; Board Prop 3 – Article 4 (4.1-4.3) Collaboration; and Board Prop 4 – Article 5 (5.1) Acceptance.

~ Amy – Board Prop 1 – Article 1 (1.1-1.6) Agreements, everything highlighted in yellow are date changes; there are no other changes to Article 1.

1. AGREEMENTS –

1.1 ASSOCIATION REPRESENTATIVE STATUS

The Board acknowledges that for the purpose of negotiations for the Negotiated Agreement for the ~~2018-2019~~ ~~2017-2018~~ 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 ~~2018-2019~~ ~~2017-2018~~ 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, ~~2018~~ ~~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.

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 2019 2018.

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 2018 2017, with at least one (1) retired person sitting on such committee. Should the parties to this Agreement enter into negotiations for the 2018-2019 2017-2018 contract year, it would be the request that each party’s negotiation team include a member of the District’s Insurance committee.

Expires: June 30, 2018 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.

Expires: June 30, 2018 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, 2018 2019

1.6 **AGREEMENT**

**RATIFICATION/EFFECTIVE DATES**

Upon joint ratification, this Agreement shall become effective July 1, 2018 2017, and shall expire on June 30, 2019 2018, unless otherwise specifically stated by section, in which case shall expire on June 30, 2020 2019.

**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, 2018 2019

~ Amy – Board Prop 2 – Article 3 (3.1-3.7) Teaching Environment, everything highlighted in blue already exist this year, as they are the 2-year dates that we agreed upon last year; all the yellow highlighted are date changes; there are no other changes to Article 3.

- \* Topher – clarified that language highlighted in blue was the same language as last year
- \* Amy – everything in blue is the language that was agreed upon as 2-year terms.
- \* Topher – and what’s not shaded like the sick leave is based on what?
- \* Amy – the same language that is in the current CBA as a 1-year term, and by Idaho Statute can only be [negotiated] as a 1-year term.

**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 Teachers 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 1<sup>st</sup>.

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 tall 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, 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, ~~2018~~ 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-yr)~~: June 30, 2019

### **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-yr)~~: June 30, 2019

### **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-yr)~~: June 30, 2019

### **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-yrs)**: June 30, 2019

### **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, **2018 2019**

~ Amy – Board Prop 3 – Article 4 (4.1-4.3) Collaboration, everything highlighted in yellow are date changes; there are no other changes to Article 4.

**4.1 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.

**4.2 COMMUNICATIONS**

- a. AUTHORIZED USERS. By the end of September **2018 2017**, 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.
4. 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.

5. 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:

- 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.
- 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.
- 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.
- 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, ~~2018~~ 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 ~~2018-2019~~ 2017-2018 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, ~~2018~~ 2019

~ Amy – Board Prop 4 – Article 5 (5.1) Acceptance, everything highlighted in yellow are date changes; there are no other changes to this article.

5. ACCEPTANCE

5.1 ACCEPTANCE

This Agreement is made and entered into this \_\_\_\_ day of \_\_\_\_, ~~2018~~ 2017, 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, ~~2018~~ 2019

- Amy – we both [MHEA & Board] have some reading to do, so would you like to take some time to go read?
  - ~ Topher – sure, about 15-minutes.
- Both parties caucused from 3:38-3:58 p.m.
- Topher – so everything that we [MHEA] passed to you [Board], you actually passed back to us.
  - ~ Amy – no, not exactly because you [MHEA] added a bullet statement to one [sub-article].
    - \* Topher – which one?
    - \* Amy – you [MHEA] added a third statement to the District Solution Team [Article 1.4]
    - \* Amy – if I’m reading this correctly, the superintendent and the Board may add additional members.
    - \* Topher & Amanda – yes.
- Amy – other than that, yes, you [MHEA] handed me two other subparts of Article 1 in which I handed you the entire package of Articles.
  - ~ Topher – yes, and we [both parties] can sign off on Article 1 Agreements, and Article 3 Teaching Environment, but there was something in [Article] 4 that we [MHEA] would possibly want to add some language to 4.3 [District Evaluations/Career Ladder Education Team].
- Amy – so Article 1, you [MHEA] want the third statement added, which I don’t see a problem with, so your version of the District Solution Team will be added to Article 1.4 District Solution Team, but everything else is [Article 1] is good.
  - ~ Topher – yes.
- Amy – you had a question with one of the parts of Article 4?
  - ~ Topher – yes, [Article] 4.3 District Evaluations/Career Ladder Education Team, we [MHEA] would like to add our MHEA Prop 4 Teacher Evaluations.
    - \* Amy – to the end of it [Article 4.3]
    - \* Topher – basically, it’s more of a specificity of the types of evaluations and how many through the year based upon years of service. We [MHEA] want to add this knowing that our evaluations are connected to our salaries, so to be sure that our evaluation are...

Teacher Evaluations: All teachers on a Category 4 contract will receive 2 walk thru evaluations per year. All teachers on a Category 1-3 contracts will receive 3 walkthrough evaluations and 1 formal evaluation each year.

- ~ Amy – let me ask a question. In the evaluation policy for the district, is there a component of the policy itself that talks about walkthroughs or numbers of classroom visits or anything that would be synonymous to a walkthrough?
  - \* Topher – to be honest, I have not seen one.
  - \* Amy – we will have to look at that and ask.
- Amy – the rest of Article 4 with the removal of 4.3 is acceptable.
  - ~ Topher – sure, let’s get things signed and the show on the road.
- Amy – I gave you Article 3 and Article 5 to sign.
  - ~ Both parties signed off on Article 3 Teaching Environment and Article 5 Acceptance.

 6/6/18

**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 1<sup>st</sup>.

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

 6-6-18

with the greatest seniority has the first option at the existing position that had previously been addressed through Job Sharing. The other Certificated Professional Teacher shall be subject to the District's transfer policy.

Expires: June 30, 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, 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: June 30, 2019

**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.

**Effective 08/01/2011, Item 33-510**

### 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.

**Effective 08/01/2011, Item 33-510**

### 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.

**3.7 CERTIFICATED PROFESSIONAL TEACHERS 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 continuously 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, 2018

**5. ACCEPTANCE**

**5.1 ACCEPTANCE**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2018-2019, 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, 2018-2019

- Will – read aloud some of the evaluation policy requirements [inform the MHEA], written in accordance with IDAPA.

**EVALUATION OF CERTIFIED EMPLOYEES POLICY 1**

Effective evaluation systems recognize, promote, and help develop effective and successful educators. Therefore, Mountain Home School District No. 193 adopts this policy for certificated staff performance evaluations to ensure that all certificated personnel are evaluated on a fair and consistent basis. Multiple measures are utilized in which the evaluation criteria and procedures for the evaluation of certificated personnel are research based and aligned to Charlotte Danielson Framework for Teaching Second Edition domains and components of instruction and pupil services applicable national standards.

The evaluation of professional staff is to improve learning for students through effective management, teaching techniques, and strategies that facilitate intellectual growth and to meet the requirements of the Idaho Code Sections 33-513 and 33-515 and IDAPA 120.01.

**DEFINITIONS**

For the purposes of this policy, the following definitions apply:

“Certificated Instructional Employees,” also referred to as teachers, are those employees who are currently teaching in an Idaho K-12 classroom/school and hold a valid Idaho certificate.

“Certificated Non-Instructional Employees” are those individuals who are required to hold a certificate, but do not meet the definition of instructional employees. Certificated non-instructional employees include those individuals who hold pupil-personnel certificates.

“Measurable student achievement” means the measurement of student academic achievement or growth within a given interval of instruction for those students who have been enrolled in and attended eighty (80%) percent of the interval of instruction. Measures and targets shall be chosen at the district level or school level in collaboration with the staff member impacted by the measures and applicable district staff. Assessment tools that may be used for measuring student achievement and growth include:

- Idaho standards achievement test;
- Student learning objectives;
- Formative assessments;
- Teacher-constructed assessments of student growth;
- Pre- and post-tests;
- Performance-based assessments;
- Idaho reading indicator;
- College entrance exams or preliminary college entrance exams such as PSAT, SAT and ACT;
- District-adopted assessment;
- End-of-course exams;
- Advanced placement exams; and
- Career technical exams.

“Pupil-Personnel Certificate Holders” are those individuals who serve as school counselors, school psychologists, speech-language pathologists, school social workers, school nurses and school audiologists.

“Nonrenewable Contract Personnel,” also referred to as annual contract employees, are those individuals who have been hired on a Category 1, Category 2, or Category 3 contract.

“Renewable Contract Personnel” are those certificated individuals who have been employed by this district for four (4) or more continuous years.

**PURPOSE OF EVALUATION**

The purpose for conducting employee evaluations is to improve student achievement by supporting teacher development. Evaluations assist in identifying employee strengths and weaknesses while providing direction and support for continued learning and professional development. Evaluations may also be used to document areas of improvement and to make decisions regarding personnel actions.

The evaluation criteria are developed between the administration and teachers within the framework of the Charlotte Danielson professional practice standards used in the evaluation model and sound supervisory techniques. See Formal Summative Evaluation Form & Rubric (443F1), Formal Summative Special Education Evaluation Form & Rubric (443F2), Formal Summative School Counselor/Psychologist Evaluation Form, & Rubric (443F3).

Among the reasons for evaluation are the following:

- To help the teachers gain a better understanding of the scope of their duties and responsibilities;
- To establish specific long and short term goals toward which efforts can be made to bring about improvements
- To relate job targets to day-to-day performance;
- To identify early and plan for the kinds of assistance that the teachers most need;
- To provide for a follow-up consultation with those whose specialized skills are appropriate to the particular needs of the teacher;
- To evaluate progress toward meeting the instructional best practices as outlined in the Charlotte Danielson evaluation model.

## **EVALUATOR**

The building principal or designee will be responsible for the administration and monitoring of the Performance Evaluation Program, and for evaluating certificated instructional staff, certificated non-instructional staff, and pupil-personnel services performance, and will ensure the fairness and efficiency of its execution. All individuals responsible for evaluating certificated instructional staff, certificated non-instructional staff, and pupil-personnel performance will receive training in conducting observations and evaluating effective teacher performance based on the statewide framework for evaluations within the immediate previous five (5) years of conducting any evaluations. Such individuals will be required to demonstrate proficiency in conducting evaluations by passing an assessment approved by the Idaho State Department of Education (SDE) prior to September 1, 2018.

The immediate supervisor (evaluator) has the responsibility for:

- a. Continuously observing and evaluating an employee's job performance including a minimum of two (2) documented observations annually for instructional personnel, one (1) of which shall be completed prior to January 1 of each year.
- b. Completing Performance Evaluation Forms as required.
- c. Completing training on the District's Performance Evaluation Program.

Evaluations will include parental/guardian and/or student input, or teacher input or even administrative or board member input. Teachers will be required to show measurable student achievement data. Examples may include, but are not limited to portfolio presentations, test data, student grades, or other suitable measures.

## **EVALUATION OF TEACHERS**

Evaluation is a process, which involves steps and operations. An effective program is continuous and involves observations, conferences, written reports, and recommendations. Evidence on teaching performance is considered in the light of value standards and in terms of the particular situation in which the person being evaluated operates.

The evaluation does not consist merely in collecting evidence or data. Doing so is only one-step in the process. The evidence must itself be evaluated to increase the teacher's competence.

In arriving at a judgment of the value of a teacher's performance, the evaluator considers the objectives of the school system and the teacher's immediate goals aimed at helping to attain those objectives.

## **EVALUATION CRITERIA**

Evaluation criteria are based on the Charlotte Danielson's Framework for Teaching Second Edition domains and components of instruction and with regards to Pupil Services, the evaluation will be aligned with the Pupil Service National Standards. In recognition of research into mastery, proficient performance in a domain is meeting proficiency in eighty (80%) percent of the components of that particular domain. These domains are - Planning and Preparation, Classroom Environment, Instruction and Use of Assessments, and Professional Responsibilities (Formal Summative Evaluation Form & Rubric (443F1)); for Special Education, these domains are - Planning and Preparation, Classroom Environment, Instruction and Use of Assessments, and Professional Responsibilities (Formal Summative Special Education Evaluation Form & Rubric (443F2)), and Professional Preparation, Counseling Environment, Counselor Interactions, and Professional Responsibilities (Formal Summative School Counselor/Psychologist Evaluation Form & Rubric (443F3)).

- a. An overall rating of proficient requires meeting proficient or distinguished in eighty (80%) percent of the components and successful demonstration of measurable student achievement.
- b. Any employee receiving an unsatisfactory rating will have an additional evaluation completed during the school year.
- c. All employees are subject to more than one (1) evaluation per contract year at the discretion of the building principal.

## **PROFESSIONAL PRACTICE**

The professional practice standards used in the certificated instructional staff, certificated non-instructional staff, and certificated special education staff evaluation models are based on Charlotte Danielson Framework for Teaching Second Edition. Individual domain and component ratings shall be determined based on a combination of professional practice and student achievement, and at a minimum, will include:

1. Domain 1: Planning and Preparation
  - a. Demonstrating knowledge of content and pedagogy.
  - b. Demonstrating knowledge of students.
  - c. Setting instructional outcomes.
  - d. Demonstrating knowledge of resources.
  - e. Designing coherent instruction.
  - f. Designing student assessments.
2. Domain 2: The Classroom Environment
  - a. Creating an environment of respect and rapport.
  - b. Establishing a culture for learning.
  - c. Managing classroom procedures.
  - d. Managing student behavior.
  - e. Organizing physical space.
3. Domain 3: Instruction and Use of Assessment
  - a. Communicating with students.
  - b. Using questions and discussion techniques.
  - c. Engaging students in learning.
  - d. Using assessment in instruction.
  - e. Demonstrating flexibility and responsiveness.
4. Domain 4: Professional Responsibilities
  - a. Reflecting on teaching.
  - b. Maintaining accurate records.
  - c. Communicating with families.
  - d. Participating in a professional community.
  - e. Growing and developing professionally.
  - f. Showing professionalism.

The professional practice framework for Teaching Second Edition and Pupil Services National Standards, and at a minimum, will include:

1. Domain 1: Planning and Preparation
  - a. Demonstrating knowledge of content and pedagogy.
  - b. Demonstrating knowledge of students' development stages and needs.
  - c. Implements and Assesses Guidance and Counseling Program.

2. Domain 2: The Counseling/Psychology Environment
  - a. Creating a Climate of Respect, Rapport, and Confidentiality
  - b. Promotes Culture for Learning.
  - c. Manages Guidance and Counseling Services.
3. Domain 3: Counseling Interactions
  - a. Demonstrates Clarity of Communication.
  - b. Effectively Utilizes School and Community Resources.
  - c. Facilitates Developmental Guidance Program.
  - d. Consults and Follows Up with Student, Parents, Staff, and Community.
  - e. Demonstrates Flexibility and Responsiveness.
4. Domain 4: Professional Responsibilities
  - a. Maintains Counselor Record Keeping.
  - b. Provides Communication to Families.
  - c. Contributes to a Positive School and District Environment.
  - d. Seeks to Grow and Develop Professionally.

## **MEASURES/SOURCES OF DATA**

### Professional Practice – 75% of the Evaluation Results

1. At least seventy-five (75%) percent of the evaluation results in the evaluation for all certificated instructional and certificated special education employees will consist of evaluation results based on Professional Practice standards and will be aligned to the Charlotte Danielson Framework for Teaching Second Edition.
  - a. At least seventy-five (75%) percent of the evaluation results in the evaluation for all certificated pupil-personnel service employees will consist of evaluation results based on the Pupil-Personnel Service National Standards.
2. The measures included within the Professional Practice portion of the evaluation will include a minimum of two (2) documented observations annually, with at least one (1) observation being completed by January 1 of each year.
3. At least one of the following will also be included as a measure to inform the Professional Practice portion of all certificated instructional employee evaluations:
  - a. Parent/guardian/patron/administrator/board member input;
  - b. Student input; and/or
  - c. Portfolios.
  - d. The District may choose parent/guardian/student/patron/administrator/board member input as its measure(s) to inform the Professional Practice portion.
  - e. The Board shall determine the manner and weight of the parental input, student input, and any other input, and/or portfolios on the evaluation form.

### Professional Practice

- a. Teachers maintain log notes on communication with assigned parents and students. These include curriculum recommendations, instructional strategies, intervention referrals, and feedback on formative and summative assessments, student work samples, progress in online curricula, and student progress toward meeting Idaho Content Standards.  
~ Pupil Services employees maintain log notes on communication with assigned parents and students.
- b. Observation of instruction can include live and virtual classes and workshops.
- c. Examples of student assessment can include observation of student-led portfolio conferences, progress monitoring, proctoring a course(s), standardized assessments, and feedback to parents on monthly student progress.
- d. Title I Intervention plans and documentation of student progress is also a source of data for evaluation purposes.
- e. To evaluate professional growth, teachers share copies of workshop certificates, college transcripts, and feedback from school-wide staff development.

### Student Achievement – 25% of the Evaluation Rating

1. Instructional staff evaluations will include “measurable student achievement,” as defined in this policy [Section 33-1001, Idaho Code, Subsection 12], as applicable to the subjects and grade ranges taught by the instructional staff. All other certificated staff evaluations must include measurable student achievement or student success indicators, as defined in this policy [Section 33-1001, Idaho Code, Subsection 12], as applicable to the position. This portion of the evaluation may be calculated using current and/or past years’ data and may use one (1) year or multiple years’ data. Twenty-five (25%) percent of the evaluation results in the evaluation for all certificated instructional employees will consist of evaluation results based on multiple objective measures of growth in student achievement, using current and/or past years’ data, and based upon research.
  - a. Psychologist staff evaluations will include twenty-five (25%) percent “measurable student achievement” as determined by the employee and the evaluator.
2. Growth in student achievement as measured by Idaho’s statewide student achievement test will be included. At least twenty-five (25%) percent of the evaluation of instructional personnel will be based on multiple, objective measures of growth in student achievement as approved by the Board. They may approve the following as the District’s measures of growth in student achievement for evaluating certificated staff:
  - a. Interim Assessment Tests
  - b. Common Core Assessments/Tests
  - c. IRI
  - d. or other data as approved by the building principal

## **EVALUATION PROCEDURES**

Each year all teachers in the school are given a copy of the Charlotte Danielson evaluation rubric. This informs new teachers and reminds experienced teachers, of the school's evaluation procedures.

Prior to the start of the school year, the certificated instructional employee will submit a self-assessment and create a professional growth plan. The self-assessment and professional growth plan will be submitted to the evaluator prior to beginning of the year conference. At the beginning of the year conference, the evaluator will review and discuss the employee’s self-assessment and professional growth plan, previous student growth measures and expected student growth measures for the upcoming year, previous student achievement data, and parent/guardian/student/patron/administrator/board member input. The evaluator will notify the employee of factors that will be utilized in measuring effectiveness.

Prior to January 1, the evaluator will conduct a documented observation and provide feedback on the employee’s progress toward meeting the proficiency goals, which are a minimum of eighty (80%) percent proficient in each domain, and performance for the year thus far.



The evaluation of each certificated employee will be in writing based on the Charlotte Danielson Evaluation (Formal Summative Evaluation Form & Rubric (443F1), Formal Summative Special Education Evaluation Form & Rubric (443F2), Formal Summative School Counselor/Psychologist Evaluation Form & Rubric (443F3) based on observations of the employee's performance and twenty-five (25%) percent on measurable student achievement data, and it will reflect whether or not the employee is performing proficiently, and a signed copy provided to the teacher and supervisor.

Certificated non-instructional employees evaluations will be differentiated for certificated non-instructional employees and pupil-personnel certificate holders in a way that aligns with the Charlotte Danielson Framework for Teaching Second Edition to the extent possible.

Pupil-Personnel certificated employees evaluations will be differentiated in a way that aligns with the Charlotte Danielson Framework for Teaching Second Edition to the extent possible and aligns to the pupil service staff's applicable national standards.

At the end of the year, the evaluator and employee will review and discuss the employee's professional growth plan and the achievement of set goals, student achievement data, and parent/guardian/student/patron/administrator/board member input. The evaluator will provide feedback on the employee's performance for the year and assign a final effectiveness rating.

No contract shall be issued for the next ensuing year until such time as the employee's formal written performance evaluation has been completed.

### **FREQUENCY OF EVALUATION**

1. Category 1, Category 2, and Non-Renewable Contract Employees –
  - a. There will be a minimum of two (2) documented formal Danielson's Framework performance-based written evaluations during each of the annual contract years of employment completed by the evaluator on or before June 1, one (1) of which will be completed by January 1 of each year.
  - b. There will be a minimum of two (2) documented observations during each of the annual contract years of employment completed by the evaluator on or before June 1; one (1) of which will be completed by January 1 of each year.
  - c. If an employee's performance is less than satisfactory, the evaluator will make a reasonable effort to assist the teacher, through the support program, in improving his or her performance. However, the Mountain Home School District No. 193 is not required to establish a period of probation for Category 1, 2, and Non-Renewable employees whose performance is unsatisfactory.
2. Category 3 and Renewable Contract Employees –
  - a. There will be a minimum of one (1) documented formal Danielson's Framework performance-based written evaluation conducted annually for each certificated instructional employee on a Category 3 and Renewable Contract Employee, which will be completed by the evaluator on or before June 1 of each year.
  - b. There will be a minimum of two (2) documented observations conducted annually for each certificated instructional employee on a Category 3 and Renewable Contract, which will be completed on or before June 1 of each year; one (1) of which will be completed prior to January 1 of each year.
  - c. The requirement to provide at least one (1) written evaluation does not exclude additional evaluations that may be performed.
  - d. If the employee's performance is unsatisfactory, the Superintendent or designee may recommend to the Board that the employee be placed on probation.
  - e. Prior to determining the Board will not renew a contract for a renewable contract employee due to a report of unsatisfactory performance, or to renew the contract at a reduced salary, the Board will establish a reasonable period of probation for the employee. The period of probation will not affect the person's renewable contract status.
3. Certificated Non-Instructional Employees –
  - a. Evaluations will be differentiated for certificated non-instructional employees and pupil-personnel certificate holders in a way that aligns with the Charlotte Danielson Framework for Teaching Second Edition to the extent possible.

### **COMMUNICATION OF EVALUATION RESULTS**

A copy of each written evaluation will be submitted to the certified employee within five (5) school days following the formal evaluation. The certified employee will have the opportunity to attach a response to his or her evaluation within twenty-one (21) calendar days.

If an employee's performance is less than satisfactory, the evaluator will make a reasonable effort to assist the teacher, through the support program, in improving his or her performance. However, the Mountain Home School District No. 193 is not required to establish a period of probation for Category 1, 2, and Non-Renewable employees whose performance is unsatisfactory. If the employee's performance is unsatisfactory, the Superintendent or designee may recommend to the Board that the employee be placed on probation.

Prior to determining the Board will not renew a contract for a renewable contract employee due to a report of unsatisfactory performance, or to renew the contract at a reduced salary, the Board will establish a reasonable period of probation for the employee. The period of probation will not affect the person's renewable contract status.

Certificated personnel evaluations will be considered permanent records and will be maintained in each employee's personnel file. All evaluation records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy (Section 33-518, Idaho Code).

### **PERSONNEL ACTIONS**

The following actions may result from the evaluation process if determined to be appropriate:

1. Renewal of employment contract;
2. Improvement Plan;
3. Renewal of the employment contract under a continued probationary status;
4. A period of probation;
5. A letter of reprimand;
6. Reassignment;
7. Non-renewal of employment contract; and/or
8. Immediate discharge.

A letter of reprimand may be issued at any time, with or without a formal evaluation. Any recommendation to place an employee on a period of probation, discharge the employee immediately, discharge the employee upon termination of the current contract, or reemploy the employee at the end of the contract term under a continued probationary status contract must be approved by the board of trustees.

Nothing in this policy shall be read to affect the district's right to immediately, without an evaluation or period of probation, discipline an employee up to and including immediate discharge for reasons other than unsatisfactory performance.

### **PROBATION**

The district is not required to establish a period of probation for Category 1 or Category 2 employees whose performance is unsatisfactory.

When any Category 3 employee's work is found to be unsatisfactory, a defined period of probation of not less than eight (8) weeks will be established by the board.

For renewable contract employees, the board will establish a reasonable period of probation before determining that it will not renew a contract due to a report of unsatisfactory performance. The period of probation will not affect the employee's renewable contract status.

Notwithstanding the open meeting law, the board will make decisions regarding placing a certificated employee on probation in executive session. The individual on probation will not be named in the minutes of the meeting, but a record of the board's decision will be placed in the employee's personnel file.

Prior to the commencement of the probationary period, the board will provide written notice to the employee, stating the reasons for the probation, including areas of deficiency, and the conditions of probation, including provisions for adequate supervision and evaluation of the employee's performance during the probationary period.

After the probationary period, action will be taken by the board as to whether the employee is to be retained, immediately discharged, discharged upon termination of the current contract or reemployed at the end of the contract term under a continued probationary status.

### **REMEDATION**

Employees placed on probation will receive remediation designed to provide direction and support for improved employee performance. Additionally, employees who are placed on probation may request and/or be assigned a peer mentor.

If a teacher scores below eighty (80%) proficiency in any domain(s) on the year-end evaluation, he or she will be placed on a plan of improvement. Such plan will clearly define each deficient skill, the steps the teacher needs to take to remediate the identified skill(s), the timeline for the review, and completion of the plan, as well as the supports that will be provided by the supervisor. The consequences of failure to adequately remediate deficient skills will also be outlined. The supervisor will provide the plan to the Superintendent for inclusion at the subsequent board meeting. Removal from probation or plan of improvement will depend on the successful achievement of the articulated goals.

The evaluator will work with the employee to identify and address the areas of concern, the remediation objectives, the criterion that will be used to measure the progress sought, support resources, provisions for adequate supervision and evaluation of performance during the probationary period, and timelines. Removal from probation will depend on the successful achievement of the articulated goals.

During the probationary or plan of improvement period, the evaluator will conduct additional observations as needed to ensure the effectiveness of the remediation measures on the employee's performance.

### **APPEAL**

After reviewing the evaluation, the employee may file a rebuttal statement to the evaluation within twenty-one (21) calendar days from the date of the evaluation meeting with their supervisor. The written rebuttal shall state the specific content of the Evaluation Form with which the employee disagrees, a statement of the reason(s) for disagreement, and the amendment to the Evaluation Form request. The rebuttal will be attached to the Evaluation Form and placed in the employee's file.

Certificated personnel evaluations will be considered permanent records and will be maintained in each employee's personnel file. All evaluation records will be kept confidential as required by state and federal law.

A copy of the final evaluation and recommendations shall be submitted, in written form, to the person of the evaluation procedure within five (5) days from the date of the formal evaluation meeting. A signed copy of the evaluation will be placed in the employee's personnel file.

Teacher signature of the evaluation document shall indicate only receipt of that document and not necessarily agreement with its contents.

After reviewing the evaluation, teachers may file a written rebuttal statement to the evaluation within twenty-one (21) days from the date of the evaluation meeting, to any and all provisions of an evaluation document. Such answer shall bear the signature of the teacher and evaluator, but doesn't necessarily represent either's agreement. Such answer shall become part of the primary document. The written rebuttal shall state the specific content of the Evaluation Form with which the employee disagrees, a statement of the reason(s) for disagreement, and the amendment to the Evaluation Form request. The rebuttal will be attached to the Evaluation Form and placed in the employee's file.

Notwithstanding the open meeting law, the Board will make decisions regarding placing a certificated employee on probation in executive session. The individual on probation will not be named in the minutes of the meeting, but a record of the Board's decision will be placed in the employee's personnel file. Prior to the commencement of the probationary period, the Board will provide written notice to the employee, stating the reasons for the probation, including areas of deficiency, and the conditions of probation, including provisions for adequate supervision and evaluation of the employee's performance during the probationary period. Note: in the event the action taken as a result of an evaluation(s) is not to renew an individual's contract or to renew an individual's contract at a reduced rate, school districts should take proper steps to follow the procedures outlined in Sections 33-513 through 33-515, Idaho Code, in order to assure the due process rights of all personnel.

An employee who is placed on probation, immediately discharged, or not reemployed is entitled to full due process rights as provided by Idaho Code Sections 33-513 through 33-515.

### **MONITORING AND EVALUATION**

The superintendent or designee is responsible for ensuring that the evaluation process is in compliance with state requirements and implemented consistently. The superintendent or designee will continually review and develop the district's personnel evaluation system taking into account input from trustees, administrators, teachers, and parents where appropriate. Any changes to the district's evaluation model will be approved by the board of trustees and submitted to the SDE for approval.

Teacher feedback on the evaluation process will be collected each spring and reviewed by the school administrative team.

### **PROFESSIONAL DEVELOPMENT AND TRAINING**

The district will provide ongoing training for evaluators, administrators, and teachers regarding the district's evaluation standards, tools, and processes, and training will be on the annual schedule for professional development, incorporated into the Professional Learning Community regional trainings.

All individuals responsible for evaluating certificated instructional staff and pupil-personnel performance will receive training in conducting observations and evaluating effective teacher performance.

General funds will be used to provide needed training to administrators on Danielson's Evaluation model.

Additional staff training and professional development opportunities will be provided throughout the year on an as needed basis to provide certificated instructional staff with the tools necessary to be effective educators.

### **FUNDING**

Funding will be allotted in the annual budget for the ongoing training and professional development.

## COLLECTING AND USING DATA

Aggregate data will be considered part of this district and its individual schools' needs assessment in determining professional development offerings. The district will report the rankings of individual certificated personnel evaluations to the SDE annually for state and federal reporting purposes. The State Department of Education shall ensure that the privacy of all certificated personnel is protected by not releasing statistical data of evaluation rankings in local school district with fewer than five (5) teachers and by only reporting that information in the aggregate by local school district.

A plan for how evaluations will be used to identify proficiency and define a process that identifies and assists teachers in need of improvement.

The administrative team developed a draft Evaluation Tool based on Charlotte Danielson's Framework. The tool was reviewed, and revised by teachers, who then developed a rubric more clearly defining each descriptor of performance level. The tool was then reviewed by a representative of the Board, who also has the opportunity for input prior to final approval. Any future changes or amendments will follow the same process.

## INDIVIDUALIZED TEACHER EVALUATION RATING SYSTEM

Evaluations will be used to identify employee proficiency and record professional growth over time. The individualized teacher rating system will have four (4) rankings used to differentiate performance of teachers and pupil-personnel certificate holders including:

- a. Unsatisfactory = 1
- b. Basic = 2
- c. Proficient = 3
- d. Distinguished = 4

## PERSONNEL RECORDS:

Permanent records of each certificated personnel evaluation will be maintained in the employee's personnel file. All evaluation records will be kept confidential within the parameters identified in federal and state regulations regarding the right to privacy (Section 33-518, Idaho Code).

- Amy – in order to add your statement, we would have to revise the policy.
  - ~ Topher – all we [MHEA] are really doing is adding an extra walkthrough for new teachers and a formative assessment.
    - \* Topher – we [MHEA] strongly feel that teachers should have a formative assessment at the end of the year that talks one on one with the building administrator, so that we have a better understanding.
    - \* Amy – I understand, but in order to change a [school] district's evaluation policy, it requires a 4-party group to get together under IDAPA; it requires input from stake holders, teachers, administrators, board members, and parents, and we don't have parents, board members, and administrators as part of this [current negotiation] discussion.
    - \* Amy – by changing this [policy], are we breaking IDAPA rules? That's my concern.
- Amy – asked Will [referring to the evaluation policy] what were the percentages breakdown for student achievement versus Danielson component?
  - ~ Will – [referencing the policy] the overall rating of proficiency requires meeting the proficiency goals, which are a minimum of eighty (80%) percent proficient in each domain, and successful demonstration of student achievement; twenty-five (25%) percent measurable student achievement data is required.
  - ~ Amy – when was that policy last amended?
    - \* Eric and Will – in May 2018.
    - \* Sharon – we [Board] had to send it to the state for approval because our original policy didn't meet IDAPA.
  - ~ Will – 25% of evaluation shall be measurable student achievement data
    - \* Amy – so your policy is still 80% and 25% policy.
- Amy – I added your [MHEA] statement to Article 1.4 District Solutions Team
  - ~ Both parties signed Article 1 Agreements.

1. AGREEMENTS -

*W* 4/6/18

1.1 ASSOCIATION REPRESENTATIVE STATUS

The Board acknowledges that for the purpose of negotiations for the Negotiated Agreement for the 2018-2019, 2017-2018 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 2018-2019, 2017-2018 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, 2018-2019

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, 2018-2019

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 2019-2018.

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

*W* 6-6-18

- 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 2018-2017, with at least one (1) retired person sitting on such committee. Should the parties to this Agreement enter into negotiations for the 2018-2019, 2017-2018 contract year, it would be the request that each party's negotiation team include a member of the District's Insurance committee.

Expires: June 30, 2018-2019

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 Certified 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 Certified Personnel representing viewpoints from varying grade levels and/or programs.
3. In addition to those identified by the Association's President, the Superintendents, and/or Board may identify additional members for participation on the Solutions Team.
- 1.5 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, 2018 2019

1.6 AGREEMENT

RATIFICATION/EFFECTIVE DATES

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

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, 2018 2019

- Amy – the last one I have is Article 4.1 District/Association Educational Collaboration and Article 4.2 Association Activities for you to sign, but Article 4.3 District Evaluations/Career Ladder Education Team still needs to be discussed [tabled 4.3].  
~ Both parties signed 4.1 District/Association Educational Collaboration and Article 4.2 Association Activities.

4. COLLABORATION

 6/6/18

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 2018-2019, 2019-2020 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, 2018 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

 6-6-18

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 2018 2019, 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.

- Amy – asked if they [MHEA] anticipated any other new language.
  - ~ Topher – potentially, yes.
- Amy – I understand that you [MHEA] spent a few days meeting with Will and Levi as the budget was being prepared to learn what went into preparing a budget.
  - ~ Topher – yes
  - ~ Amy – Do you think you [MHEA] understand the budget to the point that you are comfortable with it?
    - \* Topher – yes.
- Amy – are there any other additional documents that you [MHEA] need from the Business Department?
  - ~ Luke – I thought there was going to be, but with the documents that Will sent, it doesn't look like he's missed anything.
- Amy – you [MHEA] gave us this whole list [public request for records (PRR)]?
  - ~ Amanda – do we [have what was requested]?
    - \* MHEA – reviewed and determined what additional documents they wanted.
    - \* Luke – I'm not surprised that Will was thorough.
    - \* Amy – and organized.
  - ~ Amy – I've already complimented them on the best budget workshop I've ever seen and best minutes.
- Luke – I don't see any documentation about student-teacher ratio.
- Amy – asked them [MHEA] to highlight the additional information/documents that they wanted.
  - ~ Will – do you want per teacher or average [ratios]?
    - \* Amanda – per teacher, because there are a few key teachers.
- Amy – you want a list of the money that each building receives for supplies, and what grants were used to pay for the math and reading curriculum, and any documents that demonstrates the rules for student-teacher ratios.
  - ~ Amy – you're asking for documentation of demonstration rules for student-teacher ratios versus actual student-teacher ratios.
    - \* Amanda – yes, could we have those and does the district have a policy?

- \* Amy – Question 1 – is there a policy; Question 2 – what the student-teacher ratios are broken down by elementary, middle, secondary [schools].
- \* Topher – that would be fine.
- ~ Amy – they are already somewhat broken down for the funding ratios to figure out the apportionment
- ~ Luke – there is common practice that some districts have it [ratios] that there would be no more than for example, 28 second graders, even though it is not written anywhere.
  - \* Amy – and recognize that there may be a range, because typically there are more kids in certain types of classrooms than in others. We [Board] will figure it out and get the information and explanation to you.
  - \* Will – had already gone to the state website and showed and explained to the MHEA the documents that had student-teacher ratios by teacher from the state.
  - \* Luke – that’s why we have him [Will].
  - \* Will – this is directly from the State Department: MHHS is 18:1; MHJH is 21:1; HMS is 21:1; North is 20:1; West is 22:1; East is 21:1; SES is 23:1; Pine is 4:1; BMHS is 18:1.
  - \* Will – reminded the MHEA that the formula takes the number of teachers and divides by the number of students, even though some classes like special education have far fewer students than general education classes.
  - \* Amanda – yes.
- ~ Luke – we would like the raw data because it says 20:1 at North but there might be a teacher with 30 students.
  - \* Topher – the state say HMS is 21: and every single teacher last year had 28 to 30 students.
  - \* Will – when you have SpEd teachers who only have 5-8 students, it throws the entire average off, or if you have music teachers, etc.
  - \* Luke – we are looking potentially looking at district student to teacher ratio, maybe a sampling from each school.
- ~ Discussion continued regarding student-teacher ratios.
- Amy – any other information other than what remains on your [MHEA] request [PRR]?



Mountain Home Education Association  
PO Box 1023  
Mountain Home, Idaho 83647  
[www.mthomeMHEA.weebly.org](http://www.mthomeMHEA.weebly.org)

Board of Trustees  
Mountain Home School District  
470 N. 3rd E.  
Mountain Home, ID 83647

June 6, 2018

Dear Board Members,

Pursuant to Idaho's Public Records Act, the Mountain Home Education Association is hereby requesting copies of the following public documents:

Current (2017-18) scattergram and/or salary schedule placement for all certificated personnel. Please include step and lane placement, extended contract status where relevant, and full-time equivalence (FTE).

Working estimate of scattergram for 2018-19 (same as above).

Any documentation that demonstrates lists each certificated teacher that holds: A Master Degree and/or a Bachelors degree with an additional 24 credits

List of all certificated, non-administrative employees paid out of funds other than General Fund

Any list or information on how many sub days were used this year.

A list or similar information on how much money each building gets for supplies.

A list or similar information on what grants we used to pay for the new math and reading curriculum.

Any documentation that demonstrates any ratios for teacher to student ratios.

I would like to pick this information up in person, or you can email the information to Topher Wallaert, our head negotiator at his school address, [wallaert\\_tk@mthomesd.org](mailto:wallaert_tk@mthomesd.org).

If you have any questions regarding this request, please feel free to contact me via e-mail.

Thank you for your assistance.

Topher Wallaert,  
Mountain Home Education Association, Lead Negotiator

CC: Luke Franklin, IEA Region Director



- ~ Topher – not at this time.
- Amy – I have two other items. First, have you [MHEA] put any thought into what you want to see in the context of the salary schedule?
  - ~ Topher – yes
    - \* Amy – do you want to share?
    - \* Topher – we need to caucus first
  - ~ MHEA caucused from 4:18-4:29 p.m.
- Will – showed everyone the October report of the student-teacher ratios with the exception of the secondary schools. He asked if the report would be acceptable.
  - ~ Luke – yes, perfect.

MOUNTAIN HOME SCHOOL DISTRICT														TUESDAY - OCTOBER 3, 2017												
ENROLLMENT																										
SCHOOL	SPECIAL ED.	KIND	FIRST	SECOND	THIRD	FOURTH	FIFTH	SIXTH	7	8	9	10	11	12	Total	100%	Diff									
East		17	Hurtingham	22	Lloyd	20	Shain	26	Knutson	27	Schultz															
Elementary		19	Masley	22	Perry	20	Hennessey	26	Dalridge	28	Pelle															
School		17	Hurtingham	22	Stover	19	Hughes	27	Ond	27	Preuy															
Leaproq		15	Masley	22	Hanon	21	Onias	25	Thurston	27	Korren															
Leaproq																										
TOTAL	0	0	88	88	86	104	106	106	0	0	0	0	0	0	449	420	29									
North	Speech	0	30	Dalglain	27	Crockett	23	Stratton	24	Levi	24	Ash														
Elementary		28	Dalglain	26	Goodall	23	Shad	23	Hiler	23	Radmond															
School																										
Leaproq		19	Webb		Messery	23	Jensen	24	Kallerman	23	Watz															
Leaproq																										
TOTAL	0	0	77	78	69	94	69	0	0	0	0	0	0	0	387	386	1									
West		22	Fewstra	23	Honey	26	Aerzagui	25	Hallas	23	Hanks															
Elementary		20	Middle	22	Dierks	26	Mink	25	Zimmer	25	Hanks															
School		22	Fewstra	23	Hergmann	27	C.McCluskey	24	Young	24	Moorehead															
Leaproq	Hudson	9	Modda	18	Walker	25	T.McCluskey	24	Thompson	24	Day															
Leaproq	Shaffer	6																								
Leaproq	Speech	6																								
TOTAL	0	16	87	86	104	98	96	0	0	0	0	0	0	0	486	616	(130)									
Hester																										
Middle	5th Grade	5							31	Hearden	27	Airhart														
School	6th Grade	5							30	Monahan	28	Duncan														
School									29	Ogord	28	Hankins														
School									31	Ross	24	Holland														
School									31	Fairbank	28	McCombs														
School									30	Vial	28	Mullenburg														
School									31	Harkisitt	27	Rogers														
School									30	Wallert	28	Sharden														
School									30	Young	27	Smith														
School									31	Zemora	28	Wilson														
TOTAL	0	0	0	0	0	0	0	0	304	278	278	0	0	0	689	616	(73)									
Mtn Home																										
Lv. High																										
School																										
School																										
TOTAL	0	0	0	0	0	0	0	0	0	0	0	328	299	0	0	627	600	27								
Mtn Home																										
High																										
School																										
School																										
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	262	256	238	215	971	986	(15)							
Bennett Mtn School																										
Total																										
Total																										
Town Total	0	252	252	283	296	274	304	275	329	304	278	272	275	233												
TOTAL	0	25	252	282	293	296	274	304	0	275	0	329	315	296	281	275	281	3659	3601	58						
PINE																										
Stephenson		14	Wilson	24	Vaughn	29	Carter	25	Hundy	26	Rhantgen															
Lawson		12	Wilson	24	Young	29	Goodman	22	Pritchard	27	Trousen															
School		24	Morris	24	Hire																					
TOTAL	0	75	95	98	98	47	53																			
PREVIOUS		26	308	349	311	342	328	304	321	329	316	290	288	276	281	3991	3906	85								
DIFFERENCE		26	312	312	341	350	306	294	321	326	276	306	296	246	217	3908										
Sp Ed		5	37	30	13	22	10	46	4	29	18	7	25	24	59											
KIND			FIRST	SECOND	THIRD	FOURTH	FIFTH	SIXTH	7	8	9	10	11	12	Total	100%	Diff									

- Will – showed and explained to the MHEA the Aesop Report (Sub Days) and asked if the document was acceptable.
  - ~ Will – informed everyone that 2,845 certified substitute days were requested for FY18, and out of those requested 2,496 days were filled, 149 days were not filled, and 200 days didn't need a sub.
  - ~ Will – that there was a 94.37% filled substitute rate and a 6.61% unfilled sub rate.

6/6/2018 Aesop

Absence Interactive

Date Range:	7/1/2017 - 5/31/2018	Vacancy Reason(s):	All Vacancy Reasons
Type:	Absences and Vacancies	Vacancy Profile(s):	All Vacancy Profiles
Fill Status:	Filled, Unfilled, Sub Not Needed	Report Date:	6/6/2018 4:24 PM
School(s):	All Schools	Username:	William Goodman
Employee(s):	All Employees		
Employee Type(s):	Certified		
Substitute(s):	All Substitutes		
Absence Reason(s):	All Absence Reasons		

Absence Interactive

Year	Absence/Vacancy Counts					Absence/Vacancy Percentages		
	Total	Need Sub	Filled	Unfilled	No Sub Needed	% Filled	% Unfilled	% of Total
2017	1182.00	1117.00	1069.00	48.00	65.00	95.70 %	4.30 %	41.55 %
2018	1663.00	1528.00	1427.00	101.00	135.00	93.39 %	6.61 %	58.45 %
Totals	2845.00	2645.00	2496.00	149.00	200.00	94.37 %	5.63 %	100.00 %

- Will – asked the MHEA what they wanted from MHHS regarding class loads.
  - ~ Luke – responded that they would like a list of all of the [secondary] teachers and how any students they have per period.
- Topher – my crew [MHEA] has talked and we decided to throw everything at you to try to get this all sealed up and done.
- Topher – we have something for the salary schedule.

Longevity Raise: All certified employees who are employed in the bottom row of the career ladder (Row 16) will receive a Teacher Longevity Raise of \$300.

Mountain Home Loyalty Base Pay Raise: All cells in the certified employee pay scale schedule will receive an additional \$3,000 to the current cell pay.

- ~ Topher – We have something for the days defined on the calendar, and I understand that the calendar has been approved, but we can amend the calendar if needed; we discussed last year about having workdays at the beginning and at the end of the school year instead of professional development days.

Working Calendar Days Defined (Non-student Contact Days)

Two (2) Workdays before the first day of student contact for the school year and two (2) Workdays after student contact for the school year ends, will be recognized as teacher work/preparation days. The time used in those days will be used at the discretion of the educator and will not be used for professional development, staff meetings and/or any other directive provided by administration that involves any work or time spent outside the educator's classroom.

- ~ Topher – something for the budget would be getting each certified staff at each school a \$200 card that they can spend, instead of a school budget, each teacher would have something that they can spend for themselves and it is not student supplies, it's teacher classroom supplies.

Supply Cards: Each member of Certified Staff will be given a card of up to \$200 for classroom (not student) supplies. This can be used for teaching materials needed within the classroom.

- ~ Topher – and the last one would be salary for education.

Salary for Education Earned: All certified staff will be paid on the pay scale according to their education level completed regardless of when they obtained their teaching credentials.

- ~ Amy – so this would be movement for education.
  - \* Amanda – yes.
  - \* Amy – asked the MHEA how much that would cost.
  - \* Topher – what do you mean?
  - \* Eric & Amy – what is the total cost for what you [MHEA] are asking for, for everything you handed across the table?
  - \* Luke – for the compensation piece? Let me do the math and I’ll have something in a minute.
  - \* Amy – while Luke is doing the math, all certified employees on the bottom row (row 16) [salary schedule] you [MHEA] want them to have an additional \$300.
  - \* Topher – that’s the same as it was last year.
  - \* Luke – not the people moving in, just the existing certified staff [already in those cells].
  - \* Amy – alright, the existing staff.
  - \* Eric – is that the bottom right or bottom row?
  - \* Amy & Luke – the bottom row.
  - \* Amanda – we just want to add it as a permanent [compensation].
- ~ Amy – loyalty-base pay raise, you [MHEA] want all cells to receive an additional \$3,000 to the current cell pay.
  - \* Amy – so across the board, a \$3,000 raise for every teacher?
  - \* Amanda – yes.
  - \* Amy - \$606,000 [cost to the school district].
  - \* Topher – roughly.
- ~ Amy –there are 202 certified teachers.
- ~ Amy – so \$606,000, does that include the \$300 on the bottom row or in addition to the \$606,000?
  - \* Amanda – in addition to.
  - \* Amy – so more than the \$606,000.
- ~ Amy – and \$200 per classroom, that’s \$40,000
  - \* Amy – what are the controls on that [supply card]? If we’re [Board] giving a card to every certified teacher, that’s \$200 of public money given to every teacher...
  - \* Topher – receipts, we would show receipts.
  - \* Amy – is it teacher property or school property?
  - \* Topher – that’s up for negotiation, up for discussion. Technically, it’s school money, so it belongs in the school, and usually it’s classroom supplies, so if a teacher leaves, it would be needed for the classroom anyway.
- ~ Amy - plus movement...
  - \* Luke – [responding to Amy’s previous question] at the very least the district [\$200 classroom supplies].
- ~ Amy – so movement and the \$3,000, so theoretically someone would be making approximately \$5,000 salary raise in one year.
  - \* Topher – possibly
- ~ Amy – asking Luke, what he came up with as a total cost.
  - \* Luke – assuming we are calculating for the bodies...
- Eric – going back to the loyalty-based pay raise, you [MHEA] are saying that you want every single person in a cell to receive an additional \$3,000, even if some teachers would only be in Mountain Home for one or two years, correct.
  - ~ Topher – yes.
  - ~ Eric – so where is the loyalty?

- \* Topher – we [MHEA] are trying to keep teachers from leaving.
- \* Eric – so it’s not so much as a [loyalty] reward, but an incentive to keep them [teachers] here.
- \* Topher – right.
- \* Eric – I just wanted to make sure I understood what you meant.
- ~ Amy – [asking Topher] where is the money coming from?
  - \* Topher – that’s where I throw it back to you [Board] and say, you [Board] are the ones who do the budget.
  - \* Amy – we [Board] also pay the bills.
  - \* Topher – and don’t forget that you [Board] are the ones who are going to make sure you are taking care of the teachers.
  - \* Topher – when you [Board] throw the money back at me, that’s not my realm. I am a teacher, that’s not something that I’m gonna talk about.
  - \* Amy – well if you [MHEA] are asking for it [substantial salary increase], and you want to add \$3,000 to the salary base, I’m assuming it has a basis for the request.
  - \* Topher – yes.
  - \* Amy – so where did that number [\$3,000] come from?
  - \* Topher – based on what we [school district] currently have in the discretionary fund.
  - \* Amy – current fund balance or projected? So, you [MHEA] want to take the fund balance down to zero and back into the red; you [MHEA] want the [school] district to be in the red?
  - \* Topher – you [Amy] and I have sat at this table long enough to know that you [Board] come out swinging with your first request, and I know you are going to deny my first request.
  - \* Amy – that’s a fair statement.
  - \* Topher – I’m going to swing for the fences because those are the people [teachers] I negotiate for, they are the ones I care about.
  - \* Topher – I’m going to swing hard and if I strike out the first one, there is always the next two balls.
  - \* Amy – hopefully it won’t take two balls.
- Ralph – regarding the \$200 supply card, are you [teachers] having issues getting what you need to get stuff done in the classroom beyond what we are already giving the buildings.
  - ~ Topher – me personally, I don’t even know my school’s budget. I don’t even know what I’m allotted and what I’m able to do. I’ve never been told by my building administrator what I can get and what I can’t get. I usually have to send an email and ask if I can do this [classroom project], and it’s rare that I get a response back, so I pay that amount out of pocket.
    - \* Eric – so you are asking [building administrator]?
    - \* Topher – definitely being asked, but communication doesn’t come through as well and so if I need something project-based in the classroom like poster board, which I use a ton of poster board, and I don’t want my kids to have to pay for poster board.
  - ~ Topher – what Brett and I did was go to the dollar store and bought out all of the poster board with our own money. We have asked for something and never heard back, so if we had a supply card, we would know how much we had to spend for that school year and prioritize what we need in supplies. Again, this is coming from me personally and not them [Denise or Amanda].

- ~ Amy – question, are there certain classes that by their very nature need and use more supplies than other classes?
  - \* Luke – especially at the secondary level for sure.
  - \* Denise – at my school, we’re asked to make a wish list and prioritize the list. We are also asked to make sure that it goes to everybody on our team. If I don’t teach the same way as one of my team teachers, we have to agree on what we get versus if I had a \$200 supply card, then there is a little bit of money that I could go and get specific items that I would like to have to teach in my classroom.
  - \* Amy – so far, we have two different buildings (HMS & North) with two different ways of getting supplies, is it different for the third building (MHJH)?
  - \* Amanda – I’m fortunate that I’m on the science end and we do tend to get a bit more priority. With that being said, I also see the frustrations from the other teachers, so I do think is only right that everybody has a little bit of money.
  - \* Amy – how does your [Amanda] building handle supplies?
  - \* Amanda – we have no idea of how much funds we get, we have no idea of how much is available, and so we go and ask and our principal decides what is best and that is what we have to roll with.
  - \* Amanda – it [supply funds] could be managed a bit better.
- ~ Topher – putting \$200 in the hands of a teacher makes the teacher more responsible for what they want in their classroom.
- ~ Amy – if we [Board] were to go the route of every teacher getting \$200, would you [MHEA] envision reducing the discretionary [monetary] amount in each building overall, redistributing the money?
  - \* Topher and Denise – redistributing, yes.
- Luke – the number I came up with moving everyone along with adding \$3,000 to each cell is \$10,732,650 million. The rationale for doing a money amount instead of a percentage was the same issue we’ve talked about for the last couple of years, and that was the majority of the teachers in Mountain Home are at the bottom two rows [salary schedule].
  - ~ Amy – that was the \$3,000, did that [Luke’s calculation] include the \$300 [salary schedule row 16]?
    - \* Luke – it did not.
  - ~ Amy – if I recall, there are 62 [teachers] in the bottom corner.
    - \* Luke – it looks like \$10,757,850 million.
- Amy – you’ve [MHEA] given me portions of the compensation, so I’m going to ask that all-encompassing question, you [MHEA] didn’t give me a supplemental schedule. Do you [MHEA] have any changes to the current supplemental schedule?
  - ~ Luke – we haven’t talked about it, but we are 95% sure that we won’t.
- Eric – I have some questions; percentagewise, how many times are you [Topher, Denise, Amanda] not getting an answer on requests for information or questions?
  - ~ Topher – I would probably say a rough estimate would be, and I have learned to go to one of my administrators and not the other, because I get a quicker response from one and not the other, but I would say about 35% of the time I am not getting information.
    - \* Topher – this causes me having to go to the office [HMS], and having a face to face, and that is taking away what I need to be doing in the classroom.
  - ~ Amy – is that just regarding expense or financial requests or just general communication?
    - \* Topher – communication in general, but it encompasses financial stuff too.
- Eric – Denise, on your wish list, you have to buy supplies as a team.

- ~ Denise – yes, all three teachers would have to have the same supplies, so if I need composition notebooks, then we are all getting composition notebooks.
  - \* Eric – and that doesn't work for everybody, so have you gone back to your administrator and had that conversation that this "cookie-cutter" doesn't work?
  - \* Denise – they [referring to district administration] are trying to make sure that we're all having the same; the district is kind of cut in stone in that everyone in 4<sup>th</sup> grades does the same thing. My grade level did some bartering and traded supplies between 4<sup>th</sup> grade teachers.
  - \* Denise – we [teachers at North] also put our lists in priority and nine times out of ten we get it, we just don't know what the funds were this year and our administrator said that their building [North] was getting a little bit less [supply money].
- ~ Eric – Amanda is it the same for you?
  - \* Amanda – we [teachers at MHJH] ask, but again I'm science, so I usually get what I ask for, but I have sat in the teacher's lounge listening to my co-workers who say that they need new textbooks and other supplies, and they [referring to district administration] haven't bought us any, and teachers now are working to get grants.
- ~ Eric – do your [Amanda] co-workers go to the administrator and ask for that stuff?
  - \* Amanda – yes, they are.
- Amy – asked to caucus.
- Board caucused from 4:49-5:10 p.m.
- Will – [after researching state website] said the building/supply budget has been emailed to you. The elementary and secondary class loads have been emailed to you but let me show you how to read and understand the report.
  - ~ Will – showed Luke and Topher how to read the report and determine the class load for the secondary schools.
    - \*\*\*NOTE: the secondary report is too long to include a copy in these minutes, so please contact Topher for a copy of the secondary class loads.
- Topher – on the building allocation budget, there is building allocation and student supply?
  - ~ Amy – we had a question because your [MHEA] proposals said classroom supply versus student supply, but every example that you gave us is student supply.
    - \* Topher – it then goes back to what Denise was saying that not every teacher wants the same thing, so basic student supply is pen, pencil, crayons, etc., but if I'm doing a project in my classroom that involves poster board, this technically becomes a classroom supply that is going to be used by student.
    - \* Denise – it's what my class needs to function.
  - ~ Amy – so the definition of classroom supply could include a student supply for a particular project.
    - \* Topher – potentially.
- Amy – for the record, I have to reject your [MHEA] proposals.
  - ~ Amy – using Luke's numbers, \$10,757,850 million, makes the proposal about \$812,800 more than what the current schedule is paying for in just teacher compensation without including any movement for education (it's an unknown variable), that is an 8-14% salary increase depending on the cell. That not only eats the [school] district's entire fund balance, but it puts the district in the red by over \$200,000 without considering any other category of employee. That's why it was rejected.

- Amy – if you look at the district’s budget document, and I know you [MHEA] spent a lot of time reviewing [with Will and Levi], there was a number in there that the district [on behalf of the Board] had put in there for an increase in salaries, and that’s what the budget was built off of. The number was \$175,596. It took that \$175,596, in total increase and compensation to get the fund balance projection, and that number was utilized in the published budget, it was used in the budget workshop.
  - ~ Amy – you’ll find it on the proposed FY year budget [budget workshop documents].
    - \* Topher – okay.
  - ~ Amy – we’ve [Board] talked about this amount and we’re [Board] going to do something different. Instead of coming across [the table to the MHEA] with a specific proposal, you [MHEA] have \$175,596, to put into the salary any way you [MHEA] like. You can increase cells, you can put it in the supplemental, you can put it in the base pay, wherever you want.
    - \* Amy – it’s your compensation, it is your setting of what you think is the priority of where that money should go.
    - \* Amy – the Board is giving you [MHEA] the money, but you [MHEA] need to identify what you think is the priority, or where you think the money is best spent, be it on the salary schedule or in some other component.
    - \* Topher – I appreciate that, but I want to go back and say the same goes on the other end as well.
    - \* Topher – is the money that the district has being placed appropriately in a way that shows what is most important?
    - \* Topher – if you’re [Board] giving us \$175,000, and you’re [Board] going to say that you’re [MHEA] going to use it [money] however you [MHEA] want to show your priority of what is best, the same goes towards the Board, sorry not the Board, but the district [referring to district administration] side of is the district [district administration] placing its money in it’s priorities. What is the priority of the district [district administration]? Where do the priorities lie in the district? I’m asking this because if you’re [Amy] going to say here is your [MHEA] money, prioritize it, I want to hear the same from the district. The district has money, where is the district’s [district administration] priority?
      - \*\*\*NOTE: Negotiations is between the School Board of Trustees and the MHEA and not district administration.
    - \* Amy – the district’s priorities are pretty clear when you [MHEA] look at the budget and 80% is salaries and benefits, that tells you [Topher] where the priorities are. The priority is the people.
    - \* Topher – No! That’s what the budget is, it doesn’t mean that is the priority. It means we [teachers] make up most of the budget; it doesn’t make it the priority.
  - ~ Eric – let me add something to that [Topher’s statement], what is the percentage difference between what we [Board] pay out versus what we [Board] are reimbursed, about 13% [the district pays 13% more in salaries than what the state reimburses the district], that should tell you what our priorities are.
    - \* Eric – we’re [Board] at 13% in the hole from the start, but we feel our teachers are worth it, because we are going to pay more than other districts just to keep them [teachers] from going to Boise or to even attract them [teachers] from Boise. It is that important for you [Topher/MHEA] to know that we are going to get less from the state, but we’ll deal with it. That should show you too what we feel is our priority, obviously it’s the people.
    - \* Topher – absolutely.
  - ~ Eric – you [MHEA] represent the people [teachers]. We [Board] are saying [here is the money] you put it where you think it needs to be.

- ~ Topher – I’m speaking for myself, I see there is \$175,000 [\$175,596], and I go there are 202 teachers in this district with each one holding a different level, with a different educational level, all being put on a different salary schedule, that is just pennies!
  - \* Amy – but that isn’t how you [Topher] treated your [MHEA] offer when you came across each [teacher] on a different level, each with different years’ experience, each with different education; you treated everybody [teachers] getting the exact same thing [salary amount]
  - \* Topher – but everybody got something.
  - \* Amy – everybody got the exact same thing.
  - \* Topher – but it was something that was worth having, there is a difference!
  - \* Amy – you don’t want the \$175,596?
  - \* Topher – is that what I said?!
  - \* Amy – you [Topher] said it was worth having [referring to Topher’s statement of it was just pennies]. I think what you [Topher] are trying to say yes, it’s worth having [\$175,596], but you would like more.
- ~ Amanda – here is the thing, we [MHEA] know that you [Board] are trying to save, but we don’t think you have an actual plan for saving. You [Board] are like [thinking] we aren’t going to do salary raises, you aren’t going to do x, y, & z.
  - \* Amanda – If I want to save up a certain amount of money [household], I plan to put away a certain amount of money, but the district [Board] isn’t doing that in the district budget, what you’re [Board] doing instead is you are going to continue to grow this particular balance, but if something happens, you feel like it is just going to go back down. We [MHEA] feel like that number has a serious potential to never grow. We [MHEA] feel like, I know you say you [Board] have a goal, but it doesn’t feel like you are working that hard for that goal.
- ~ Eric – are we not in compliance for not having a fund balance.
  - \* Amy – it’s an accounting thing, your auditor wants you to have how much?
  - \* Levi – 8.5%, about \$2 million.
  - \* Eric – which will cover us [district] for how long?
  - \* Levi – about one month.
- ~ Levi – payroll is about \$1.3 million and accounts payable is about \$600,000 per month.
- Eric – so that [fund balance] is part of the plan. Let me tell you [MHEA] the other part of the plan. When we [Board] have to keep going to the community for a supplemental levy, which is every two years, for \$2.7 million, we [Board] want to get rid of the supplemental levy; that is our goal. We want to run bonds to build schools and we need to regain the trust of the community, and right now, there are many patrons who aren’t happy with the district [continuously asking for a supplemental levy].
  - ~ Amy – the other component with bond interest rate increases when you [school districts] have little or no balance carry-over contingency. You [school district] don’t have a 5% contingency built into your budget; most schools have that built into their budget along with a fund balance.
  - ~ Amy – that is what is supposed to take care of those emergencies, but your [Amanda/MHEA] perspective is that there isn’t a plan, and that is typically what the 5% contingency would take care of, but you [district] are not in a place yet where you can build that into your budget.
    - \* Amanda – but if we keep going with no one is getting anything. That’s just never gonna happen, because anyone who works with a household budget knows that is not a great plan.



- \* Eric – in my household budget, I can't save what I want to save in one year. My goal for my house could take five years.
- \* Amanda – absolutely.
- ~ Luke – there are a couple of things that Amy said that is true regarding bond ratings and contingency funds. There are a lot of districts out there that have those contingency funds built into their budget. The supplemental levy thing, I don't know that that would end or be taken care of. I know that they [state] are doing that funding formula deal. Who knows what the outcome is going to be with the funding formula, but it will affect us next year.
- Discussion about the state and the funding formula continued.

## 6. Other

- Luke – the increase to Mountain Home this year from salary based apportionment (SBA) and discretionary funds is \$671,993, so we [MHEA] knew going in, with variables, and then discretionary money is \$136,389, so adding those two numbers together is where the \$671,993 came from. We [MHEA] knew that asking for \$812,800 is more than you guys [district] are increased, so we didn't expect it, it was a place to start, to tell you [Board] our [MHEA] priorities, we understand the percent thing of how everyone is set on the schedule, so we started with a dollar amount to each cell. The reason that it is not the same as giving everyone the same thing is because people [teachers] are stepping [moving on the salary schedule]. The total amount in discretionary and the projection for SBA, we [MHEA] figured about \$14,613,688, and so the [salary] schedule alone costs about \$10.8 million, so we [MHEA] are still leaving the district about \$4 million to do everything else with such as classified, administrators, and all things that need to come out of that fund. Administrators are funded a little bit and if we [district] are over in teachers than we are probably over in administrators. Because of those numbers, \$175,596, seems low. It's hard coming into this [negotiations] and having the other side say this is the amount or forget it. I'm not saying we should double it, but at least agree that this is not such a hard number that we can't work something out that is close to this [MHEA salary proposal]. I just hate being locked in and I would implore you [Board] to be more flexible on the \$175,000 [\$175,596].
- ~ Discussion continued regarding salary schedule, teachers moving and teachers not moving up the career ladder, etc.
- ~ Amy – let me respond back. I told you the amount that was budgeted, I told you that was the targeted amount to go for, of course you know this Board is willing to listen, and talk, and look at anything.
  - \* Luke – sure, absolutely.
  - \* Amy – that number [\$175,596] has been on those documents that you [MHEA] have seen and all of the training that you have had [with Will and Levi] that was their [Board] target number and they [Board] just gave their target number across the table and that doesn't include administrators, classified, or accounts payable; administrators won't get any salary increase.
  - \* Amy – there are line item costs and variables that neither side has any control over such as gas prices and the district has no choice but to run buses, so the 30% fuel increase has to be budgeted, bills have to be paid, etc.
  - \* Luke – I understand, I just wanted you to know where these guys [MHEA] are coming from. The career ladder has messed up so many school districts, not your district, because your career ladder is fantastic.
- Amy – lets pick a date to meet again that would give both sides time to think. We actually got a lot done today.

~ Amy – so the next agenda will include Article 2 Compensation, 4.3 District Evaluations/Career Ladder Education Team; Student-Teacher Ratio; and you [MHEA] might have something new

7. Set next meeting date
  - Monday, June 11, 2018, 3:30 p.m.
8. Adjourn
  - 5:30 p.m.