

**Negotiated Master Contract**

**Between**

**Idaho Falls Education Association**

**And**

**Idaho Falls School District 91**

**2021- 2022**



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# **PREAMBLE**

The Board and the Representative Organization recognize that providing a culture that empowers, instruction that engages and technology that enables is the vision of District #91 and the Board of Trustees. The Board and the Representative Organization further recognize that the best interests of public education will be served by a spirit of cooperation between the Board of Trustees and the teachers and the maintenance of free and open exchange of views in determining and resolving matters of mutual concern. In doing this, it is understood that:

The Board recognizes that teaching is a profession and that members of this profession must have specialized educational qualifications, and that their participation in matters relative to the professional services of teachers is important to the success of the school program.

Attainment of the objectives of the educational programs conducted in the Idaho Falls public schools requires mutual understanding and cooperation between the Board and the Representative Organization.

The Board and the Representative Organization recognize the importance of due process of law as an essential element of a democratic society. They further recognize the importance of collaboration in resolving future problems and/or challenges that the district may encounter.

The Board and the Representative Organization commit themselves and their officers to act in accordance with the provisions of this Negotiated Master Contract, state law, Board Policy, and the Code of Ethics for Idaho Professional Educators and due process in all relations with each other and with the teachers.

It is the responsibility of each teacher and administrator to read, understand and abide by this Negotiated Master Contract.

# ARTICLE 1

## Definitions

- 1-1** The term "Board" as used in this agreement shall mean the Board of Trustees of the Idaho Falls School District No. 91 in the City of Idaho Falls and County of Bonneville and State of Idaho.
- 1-2** The term "Mediator" as used in this agreement shall mean a disinterested third party who assists the negotiating parties in arriving voluntarily at agreement.
- 1-3** The term "Negotiations" as used in this agreement means collective bargaining in good faith (as defined by Idaho Code) by representatives of the Board of Trustees of Idaho Falls School District No. 91 or its designated representative(s) and the Representative Organization of teachers, for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in the agreement between said parties.
- 1-4** The term "Teachers" as used in this agreement means any certificated employee under contract with Idaho Falls School District No. 91, except for assistant superintendents, principals, assistant principals, coordinators, supervisors, directors, or the superintendent.
- 1-5** The term "Representative Organization" as used in this agreement shall mean the professional organization that is elected to represent teachers of School District No. 91.
- 1-6** The terms "School District" and "Idaho Falls Public Schools" as used in this agreement shall mean the Idaho Falls School District No. 91 in the City of Idaho Falls and County of Bonneville and State of Idaho.
- 1-7** The term "School Year" as used in this agreement shall mean the period of time from the first day of pre-school orientation activities, through the closing of schools of the District in the spring as established by the official school calendar.
- 1-8** The term "instructional day" refers to the hours within the day in which the students are scheduled to attend class.
- 1-9** The term "sick leave day" refers to when an employee is absent during a contracted day of employment for health related reasons. The employee may take either the full contract day or one-half contract day. The contract day is calculated by the contracted FTE (Full Time Equivalency), as shown on the employee's contract.
- 1-10** The term "Superintendent" as used in this agreement shall mean the Superintendent of Schools of Idaho Falls School District No. 91.
- 1-11** Professional Learning Community – Professional Learning Communities foster effective collaboration to set student growth goals for each course/subject area. Teachers on PLC teams "unpack" content standards in order to identify essential skills for mastery, develop common formative assessments to monitor progress, and evaluate data for mastery, intervention and enrichment.
- 1-12** Curriculum: A coherent framework for realizing standards including the knowledge, skills, understandings, attitudes, and processes to be written, taught, and tested at the appropriate levels within courses in a discipline. A curriculum works with standards to frame optimal learning experiences. It serves as a blueprint for learning based on desired outcomes (content and standards). The ultimate aim of a curriculum is independent transfer; i.e., for students to employ their learning, independently and thoughtfully, to varied complex situations, inside and outside of school.

- 1-13** Instructional Resources: Textbooks, anthologies, trade books, and digital media, etc., that teachers need to implement instructional activities, matched to standards for a particular course of student or subject area.
- 1-14** Supplementary Resources: Materials that complete, reinforce, or extend the curriculum.
- 1-15** Staff development as used in this agreement refers to activities designed to build capacity with a specified group to meet an identified need within our system.
- 1-16** Professional development as used in this agreement refers to activities designed to help a teacher build capacity in an area identified by the teacher and the administrator.

## **ARTICLE 2**

### **General**

- 2-1** This agreement shall be part of the contract of all teachers of School District No. 91.
- 2-2** The Board policy shall not discriminate against any teacher on the basis of age, race, religion, color, disability, national origin, gender, sexual orientation, marital status or membership in any organization.
- 2-3** The Board recognizes that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organizations for their professional and economic improvement, and that as a matter of individual choice; teachers are free to join or refrain from joining such organizations. Furthermore, the Board recognizes that the teachers have an interest and valuable input into the educational process. Therefore, due consideration will be given throughout the year to matters of mutual concern.
- 2-4** The parties to this agreement specifically recognize that, irrespective of this agreement, the Board of Trustees has certain powers, discretion and duties that, under the constitution and laws of the State of Idaho, may not be delegated, limited or abrogated by agreement with the parties. Parties recognize that the Board of Trustees is empowered and shall, from time to time, enact Board policies concerning the operation of the School District and the direction of School District employees, which policies shall be binding on all parties to this agreement. The parties further acknowledge that this agreement, as well as Board policies heretofore enacted or hereinafter enacted, shall be governed and construed according to the constitution and laws of the State of Idaho.
- 2-5** In the event that any provision of this agreement, the official acts and Board policies of the School Board, or any application of this agreement or School Board policy to any teacher covered under the terms of this agreement, shall be found to be contrary to law, such provisions, Board policy or application thereof shall be effective only to the extent permitted by law and all other policies of the Board or provisions and applications of this agreement shall continue in full force and effect.

# ARTICLE 3

## Grievances

### 3-1 Purpose

The purpose of the grievance procedure is to provide a framework within which employees may work toward solving problems as they arise and to guarantee fair treatment.

### 3-2 Informal Resolution

It is expected that all parties to a disagreement, complaint or problem will initially attempt to resolve such problems at the lowest possible administrative level before filing a formal grievance.

### 3-3 Formal Resolutions

The teacher shall be bound by the procedure established below if a formal grievance is filed.

### 3-4 Definitions

**3-4-1** *Grievance:* A written claim by a certified employee, group of certified employees or the Representative Organization, that a dispute or disagreement exists involving interpretation or application of the terms of this agreement or of an existing Board policy or practice, or that an employee has been treated unfairly or there exists a condition which jeopardizes employee health or safety.

**3-4-2** *Grievant:* A teacher, group of teachers, or the Representative Organization making the claim.

**3-4-3** *Days:* Reference to “days” regarding time periods in this procedure shall refer to working days.

### 3-5 Timelines

**3-5-1** Within thirty (30) workdays from the time an employee knew of the act or condition which is the basis of the grievance, the grievant may file a grievance at the lowest administrative level at which a decision can be made.

**3-5-2** Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time shall be considered acceptance of the decision at that level.

**3-5-3** The time limits for decisions or appeal are:

Level 1 – five (5) working days

Level 2 – ten (10) working days

Level 3 – twenty (20) working days

Level 4 – twenty (20) working days

Level 5 – twenty (20) working days

### 3-6 Levels

Level 1: The building principal (or immediate supervisor) or designated representative

Level 2: The Superintendent or designated representative.



Level 3: Mediation

Level 4: The Board of Trustees

If the grievant is not satisfied with the disposition of the grievance at a level, it may be appealed to the next level. If the grievance remains unresolved at the conclusion of level 4, it may be submitted to Advisory Arbitration at the discretion of the Representative Organization provided notice is given to the Superintendent within the time limits provided.

### **3-7 Arbitration**

Within five (5) days of submission of the grievance to Advisory Arbitration, the parties shall request the American Arbitration Association Regional Office to suggest five (5) persons as potential arbitrators.

Within five (5) days of receipt of the list, the parties shall meet and select an arbitrator by alternately striking names from the list, with the name remaining being the arbitrator. A flip of a coin shall determine which party strikes the first name.

Rules and procedures governing the arbitration hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be of an advisory nature to the parties. At the conclusion of Level 5 of the grievance procedure (advisory Arbitration), the Board of Trustees shall hear comments from both the Superintendent and a representative for the grievant in executive session and then shall carefully study all resulting written findings, conclusions and recommendations of the advisory arbitrator before determining whether to accept or reject the advisory recommendation.

The Board and the grievant shall not be permitted to assert in the arbitration procedure any grounds or to reply upon evidence not previously disclosed to the other party.

The fee(s) and expense(s) of the arbitrator and other costs of the arbitration shall be shared equally by the Board and the Representative Organization.

### **3-8 Representation**

The Board acknowledges the right of the Representative Organization's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Representative Organization's representative is not present. The administration will notify the Representative Organization of the disposition of any grievance at Level 1 where the Representative Organization was not represented. The administration shall notify the Representative Organization of any grievance remaining at Level 2 prior to any action on the grievance at that level.

When an employee is not represented by the Representative Organization, on its request, the Representative Organization shall have the right to its representative present to state its views at any stage of the grievance procedure.

### **3-9 Miscellaneous Provisions**

- 3-9-1 Cooperation:** All parties shall cooperate with the investigation of any grievance.
- 3-9-2 Non-Reprisal:** No reprisals of any kind shall be taken by the Board, the administration, or any person covered by the Negotiated Contract for their participation in this grievance procedure.
- 3-9-3 Class Grievances:** Grievances involving one (1) or more employees and grievances involving an administrator above building level may be initially filed by the Representative Organization at Level 2.
- 3-9-4 Release Time:** Should the investigation or processing of any grievance require that an employee or a Representative Organization representative be released from his/her regular assignment, said employee or representative shall be released without loss of pay and/or benefits.
- 3-9-5 Separate File:** All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3-9-6 Grievance Withdrawal:** A grievance may be withdrawn at any level without establishing precedent.
- 3-9-7 Compliance with Code:** The provisions of the Uniform Arbitration Act (Chapter 9, Title 7, Idaho Code) apply to this agreement.
- 3-9-8 Forms:** Grievance forms will be available in the appendix of the Negotiated Master Contract.
- 3-9-9 Mediation:** If the grievance remains unresolved at level 2, the grievant and the Superintendent may agree to request that the grievance be submitted to mediation. The Superintendent and the grievant may agree to a mediator or request that a mediator be appointed through the Federal Mediation Conciliation Service. If there is no agreement to mediate, the grievance may be appealed to the next level by either party. Mediation will be conducted in accordance with the provisions outlined in the Federal Mediation Conciliation Service grievance mediation rules and guidelines.

# **ARTICLE 4**

## **Teacher Rights & Responsibilities**

### **4-1 Public Concerns**

- 4-1-1** It is the intent of the Representative Organization and the Board that concerns are best dealt with through communications with appropriate staff members.
- 4-1-2** Any concern involving a teacher will first be addressed between the teacher and the concerned party. If the initial concern is expressed to an administrator, the concerned party shall be referred to the teacher as soon as possible but no later than three (3) working days. If the initial concern is expressed to a staff member other than an administrator, the concerned party shall be referred immediately to the administrator.
- 4-1-3** If the parties are not able to resolve the concern, it will then be resolved in an administrator-mediator conference between the teacher and the concerned party. Appeals of the mediated resolution will be handled according to Board Policy.
- 4-1-4** The Board recognizes that situations may arise in the operation of the system which are of concern to parents or the public. Such concerns are best dealt with through communication with appropriate staff members and officers of the District, such as the faculty, the principals, the Superintendent or designee and the Board.

The following guidelines are suggested as the proper procedure to be followed by persons with questions or complaints:

- 4-1-4-1** Matters concerning individual students should first be addressed with the teacher or the person directly involved in the matter.
- 4-1-4-2** Unsettled matters from (1) above, or problems and questions concerning individual schools, should be directed to the principal of the school.
- 4-1-4-3** Unsettled matters from (2) above or problems and questions concerning the District should be directed to the Superintendent or designee.
- 4-1-4-4** If the matter cannot be settled satisfactorily by the Superintendent or designee, it may be brought before the Board of Trustees.
- 4-1-4-5** In the event the complaint is against a particular teacher or District employee, the affected employee must be notified within three (3) working days. For this reason, the board requires that such complaints, which may ultimately be resolved by the Board, shall be in writing. Complaints informal in nature to be administratively acted upon, and not intended for Board action, may be orally directed to the principal, central office administrators, or the superintendent.

**4-1-5** Written complaints received by the District involving District personnel will be made available to the affected personnel. The Board considers it the obligation of employees of the District to entertain the questions of parents or the public.

**4-1-6** In the event a student is being transferred from one class/classroom to another class/classroom within a school, or dropped from a course, the teacher(s) will be notified prior to the transfer/drop. Students and parents will be informed of any academic and financial impact that may occur. All course material will be returned prior to the transfer/drop.

## **4-2 Personnel Files**

**4-2-1** Files for teachers are created and maintained by the District office. Teachers may examine the contents of their own file and review them with the appropriate staff personnel in accordance with the conditions listed below. It is intended that such files shall be used only by appropriate School District personnel only for the purposes directly related to employment.

**4-2-1-1** All materials, except confidential material from a teacher placement center will be made available to the teacher for examination upon request at any reasonable time.

**4-2-2** Personnel files will be handled in accordance with Idaho Code.

## **4-3 Academic Freedom**

**4-3-1** Certificated employees shall have academic freedom to teach in their assigned areas without interference. The parties recognize that the Board's role is to approve curriculum and the certificated employees' role is to determine how curriculum should be taught. The certificated employee shall have the following responsibilities:

**4-3-1-1** The certificated employee agrees to follow the Code of Ethics for Idaho Professional Educators.

**4-3-1-2** The certificated employee will follow Board policy, state and federal laws, and the rules and regulations of the Idaho State Board of Education.

**4-4 Fair Treatment:** When disciplinary action occurs, teachers will be notified verbally and in writing of the reason for the action.

**4-4-1** The Superintendent or designee will provide training for all administrators (both building and district level) on consistent discipline, procedural, and evaluative policies regarding certificated employees. In addition, the Representative Organization evaluation committee co-chair will be included in the training to assist certificated employees in understanding the implementation of the policies.

**4-5 Uniform Application of Rules and Regulations:** All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

**4-6 Release from Contract**

The district may issue individual staff contracts prior to the end of the school year, but the teacher shall be granted release from an individual contract if a request is made prior to July 10. Requests made subsequent to July 10 may be granted by the Board of Trustees.

**4-7 Professional Growth**

Professional Improvement of Education (P.I.E.): A program of Professional Improvement of Education hereafter known as P.I.E. will provide teachers with the opportunity, time and resources to participate in their own and their colleagues' professional growth. P.I.E. will allow teachers the opportunity to share and to learn from an experienced colleague, and will provide support and collegiality by allowing them to observe other classrooms or education settings or to request assistance from a colleague. Participation in P.I.E. is voluntary on the part of all participants and is confidential between the parties involved. It shall in no way become part of an ongoing evaluation.

The building principal and the Association representative shall make all employees aware of the P.I.E. program and the request process at the beginning of each school year.

**4-8 Individual Professional Learning Plan**

All teachers and pupil personnel shall have an Individual Professional Learning Plan (IPLP) based on identified strengths and areas for growth in district and school improvement plans. The IPLP must identify professional learning activities identified to improve teacher practice. Professional activities must meet the requirements set forth by the district professional development committee and be the equivalent of two days or more of professional learning.

**4-9 Mentoring**

Staff holding a Residency Certificate shall be provided mentoring as outlined in Idaho Code 33-1201(A). Staff holding Professional or Advanced Professional certification shall be provided the opportunity for professional development to address any self-identified or administrator identified areas deemed to be less than distinguished in Domains 2 or 3 of the Danielson Framework. The district will partner with the Association to provide professional development.

**4-10 Building Level Input Sessions**

Each school will hold regularly scheduled Building Level Input sessions which will focus on building level issues and potential solutions. The purpose of these sessions is to work collaboratively to improve building operations. The input sessions will be held a minimum of once per trimester. Employee attendance is optional.

**4-11 State and Federal Rights**

Nothing contained herein shall be construed to deny or to restrict any teachers such rights as he/she has under the laws of Idaho and the United States or other applicable laws, decisions and regulations. The rights granted to teachers thereunder shall be deemed to be in addition to those provided elsewhere.

**4-12 School Safety**

For safety reasons, staff shall notify office personnel when leaving the building during the instructional day. The hours of the instructional day do not include lunch. For safety reasons, building administrators shall notify staff when leaving the building during the instructional day.

**4-12-1** The Board and the Representative Organization agree that student achievement as well as student and staff safety are top priorities and as such believe that building administrators should be present in their buildings during student contact hours as much as possible.

**4-12-1-1** When a building administrator is absent, an acting administrator will be identified to act during their period of absence and the plan will be communicated to the building staff.

**4-13 Protecting the Educational Environment**

As per board policy 1005.3, students who disrupt the educational environment and process of the classroom will incur disciplinary actions, which will be documented into the district student information system by the administrator. The resulting action will be communicated with the classroom teacher.

**4-14 School Culture Committee**

The committee's purpose is to guide the school's efforts for a safe and orderly school environment. The committee will be formed prior to September 30<sup>th</sup> and will meet a minimum of once monthly. The committee will address and report to the faculty:

- Behavior Concerns – Concerns will be gathered from concern sessions as well as other forms of feedback (Google forms, suggestion box, etc.)
- Student Behavior Data
- Discipline Policy and Procedures
- Fairness, consistency, and equity in building discipline
- Training opportunities
- Best practices in student management

Committee will share data with their respective Assistant Superintendent.

It is recommended the committee consist of:

- One (1) administrator from the school
- A minimum of three (3) teachers from the school; one (1) of whom is a Special Education Teacher
- One (1) counselor from the school

Individual student issues will be referred to the appropriate team or administrator.

**4-15 Curriculum Adoption Committees:** As per board policy 604.0 and the Curriculum Management Plan, it is the shared responsibility for the District's professional staff for the development, implementation, and evaluation of the curriculum. For major program and multi-grade level adoptions, curriculum adoption committees will convene based on the established instructional needs for the year. The committee is to be made of teachers with content area expertise, and every effort will be made to have representation from each building and grade level impacted by adoption. Using established criteria, the committee will review core instructional resources and make recommendations for adoption and implementation. For major program adoption and multi-grade level core instructional resource adoptions, the committee and superintendent or designee will jointly present the proposal to the board. Any substantive change after the proposal is to be approved by the committee.

**4-16 Covering Classes in the Case of Substitute Shortages:** Each building's leadership team and principal will create a plan to cover substitute shortages for unfilled teacher absences. The plan is to be created by September 15<sup>th</sup> of each year, and the plan will be shared with the faculty and monitored by the principal and building leadership team monthly.

**4-16-1 Substitute Joint Study Committee** - A district level Substitute Committee shall be established and shall be comprised of ten (10) people. The Representative Organization shall appoint six (6) certificated employees (three (3) elementary and three (3) secondary). One (1) of the six (6) will serve as a co-chair. The Superintendent or his designee shall appoint four (4) administrators (representing each building level and the district level) one of whom will serve as a co-chair. The Representative co-chair is responsible for scheduling the meeting. The committee will meet no less than once a trimester and will be responsible for the following:

- Investigating incentives to attract and retain qualified substitute teachers
- Researching issues with substitute shortages and how other districts handle these issues

# ARTICLE 5

## Representative Organization Rights

### 5-1 Representative Organization Leave

**5-1-1** Each school year, official delegates of the Representative Organization will be allowed leave without loss of pay (ref. Idaho Code) to attend regularly scheduled official meetings of the state education association (i.e. IEA Delegate Assembly, standing committees, and task force meetings). Substitute costs will be borne by the District.

**5-1-2** Each school year, the Representative Organization may receive up to thirty (30) school days, exclusive of the substitute teacher coverage provided below, to be used by Representative Organization officers or representatives for Representative Organization business. Additional days may be requested with the recognition that student learning is maximized by the regular presence of the teacher in the classroom. The appropriate District and building administrators will be given sufficient notice of leave to be taken under this provision so that substitutes may be supplied if needed. The actual cost of substitutes will be borne by the Representative Organization. Leave taken where a substitute is not secured shall count toward the thirty (30) days.

**5-1-3** The Representative Organization president shall be invited to attend all joint committee meetings and local, open Board meetings. The Representative Organization or designee shall be provided the opportunity to participate in meetings in which district policy and procedure are formulated. The representative Organization President or designee may also be requested to participate in other administrative meetings where his/her attendance is beneficial to the function of the school district. To facilitate these services by the Representative Organization President or designee, the District will provide substitute coverage in an amount up to \$2,600.00. The Representative Organization President will submit a report of activities listing the public purpose for each absence and an invoice, as found in Appendix A, indicating how the monies are to be distributed to the Board of Trustees at the first meeting of each month.

**5-1-4 Representative Organization Meetings:** Early dismissal release time for Representative Organization meetings shall be granted one (1) time each year for the purpose of meeting and voting on the ratification of the Master Agreement.

### 5-2 Right to Organize

The Board and the Representative Organization agree that the individual teacher may have full freedom of association and self-organization. However, the Board and the District shall not be required to recognize or negotiate with any organization not so designated in this agreement.



**5-3 Pertinent Information**

Representative Organization and the Board will exchange requested information regarding mutual interests and concerns. Financial reports, budgets, budget projections, numbers of employees, and survey results are examples of information items that may be exchanged.

**5-4 Representative Organization Business**

Representative Organization representatives will be permitted to transact necessary Representative Organization business on school property, provided that this does not disrupt regular school operations.

**5-5 Use of Buildings**

The Representative Organization and its representatives may use District buildings for meetings. Such facilities must be scheduled through the building administrator prior to the day of the planned meeting. Care will be taken to see that rooms, etc., are restored to the normal condition following such meetings.

**5-6 Representative Organization use of Interschool Communication Facilities**

The Representative Organization may post notices of activities and business on the bulletin boards designated for this use and may post notices of activities and business on regular notices for announcements and daily school bulletins. The District e-mail, mail service, and teacher mailboxes may be used for Representative Organization communications provided such materials are not contrary to the interests of education.

**5-7 Representative Organization Involvement at School Board Meetings**

The Board of Trustees shall place on the agenda of each regularly scheduled Board meeting a report from the Representative Organization President or his/her designee.

**5-8 Exclusive Rights:** The board acknowledges that the Idaho Falls Education Association is the current organization designated to represent the employees covered by this agreement. The Representative Organization shall have the following exclusive rights:

1. Representation in collective bargaining;
2. Payroll deduction of dues;
3. Access to the faculty meeting agendas;
4. Release time for Association business.

# ARTICLE 6

## Evaluations

### 6-1 Evaluations

Evaluations will be conducted in accordance with Idaho Code and State Board procedures.

### 6-2 Conditions of Evaluation

In evaluating a teacher, due consideration shall be given to class size, ability level of students and physical distractions as they would affect teaching performance. All evaluations of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness.

### 6-3 Informal walk-through

A walk-through is short in length – about 3 to 5 minutes in a classroom. There is no intent to evaluate the teacher; rather, it is time to gather information about curricular and instructional teaching practices and decisions teachers are making. Follow-up with the teacher is optional and will not be part of the teacher evaluation process. Written notes will not be placed in the teacher's file.

### 6-4 Evaluation Procedures

The procedure for supervision and evaluation of teachers will be reviewed by a committee. The committee will consist of five (5) certificated employees selected by the Representative Organization, one of whom shall serve as a co-chair and five (5) administrators selected by the superintendent or his/her designee, one of whom shall serve as a co-chair. The Representative Organization co-chair is responsible for scheduling the meetings. The committee shall meet a minimum of once per trimester and will be responsible for the following:

- Offering support to certificated employees and administrators in understanding the evaluative process and procedures
- Providing clear communication of evaluative process and procedures
- Researching any legislative changes affecting evaluative process and procedures

### 6 - 5 Evaluation Appeals

**6-5-1** During the post-conference observation, the employee has the right to review and rebut any evidence the administrator used in the administrator's findings. If the rebuttal provides clear and convincing evidence to the contrary, as agreed upon by the administrator and teacher, the evaluation must be changed to reflect the evidence.

**6-5-2** The employee has the right to request a third observation.

# ARTICLE 7

## Reassignment & Transfer

### 7-1 Reassignment & Transfer

**7-1-1** The basic considerations in the assignment of professional personnel are the demands and responsibilities of the program of instruction. It is the policy that instructional personnel be assigned on the basis of their qualifications and the needs of the district. The Superintendent has the responsibility for the assignment of all personnel in the schools.

**7-1-2** Faculty members may be reassigned or transferred when, in the judgment of the Superintendent or designee, the move will result in increased effectiveness in the classroom, or to meet district/building staffing needs. Reassignment can be initiated by a teacher seeking transfer (Voluntary), by the principal/supervisor of the teacher (Involuntary), or by the superintendent or designee. (Involuntary)

**7-1-2-1 Voluntary Transfer:** A transfer request form for reassignment shall be submitted to the Superintendent no later than January 15th preceding the next school year. All certificated employees requesting transfer who meet the January 15th deadline will be interviewed by either the Superintendent or his/her designee prior to placement interviews of any out-of-district applicants. All certificated employees meeting the January 15th deadline will be contacted within one (1) week after the interview. Certificated employees chosen for the transfer will have three (3) contract days to accept or decline the transfer. This provision does not prohibit a certificated employee from submitting a subsequent transfer request form for positions that are posted after January 15th.

**7-1-2-2 Involuntary Transfer:** When transfers for cause or involuntary transfers are necessary, the certificated employee so affected will be apprised in a conference and in writing of the reasons why such a transfer is in order. The certificated employee will have the opportunity to have representation present during this conference. Notification of transfer must be made no later than one day prior to the last contract student contact day when possible. Alternative teaching positions will be reviewed with the teacher involved with an involuntary transfer. A teacher may utilize the grievance procedure if he or she does not agree with the transfer.

**7-1-2-3 In Building Staffing Changes:** Each January, principals will provide a form to staff asking for information concerning next year's teaching assignment which

must be returned prior to February 1st. Teachers will be asked to rank preferences in grades and/or subject to be taught in the next school year. The ranking will be a factor in the final placement of teaching assignments.

- 7-1-2-4 Reassignment and Transfer:** The district will provide assistance to the employee to move the employee's classroom materials if there is an involuntary transfer. If it is a voluntary transfer, the district will provide assistance if available.

# ARTICLE 8

## Hours & Conditions of Employment

### 8-1 Hours & Conditions of Employment

#### 8-1-1 Elementary School Planning Time:

- Pre-K – 6 teachers will have a minimum of sixty (60) duty-free minutes of self-directed planning time four (4) times per week prior to and following the instructional day.
- Sixty (60) minutes per five-day instructional week will be provided during the instructional day. Additional time will be provided as the school schedule allows.
- There is an acknowledgement that during some weeks, more than sixty (60) minutes will be provided, and other weeks, situations may arise when less than sixty (60) minutes can be provided.
- Meetings that require teacher attendance will be scheduled with 5 days advance notice when possible, but not less than 2 days, in an effort to protect the classroom teacher's duty free, self-directed planning time.

**8-1-2 Middle School Planning Time:** Middle School Teachers will have a minimum of one (1) class period of duty free, self-directed planning time daily.

**8-1-3 High School Planning Time:** High School Teachers will have a minimum of one (1) class period of duty free, self-directed planning time daily.

**8-1-4** For grades one through six, buildings will schedule a maximum 15-minute recess daily, not in conjunction with lunch.

### 8-2 Duty Free Lunch

All teachers will be given thirty (30) continuous minutes of duty-free lunch.

### 8-3 Back to School Nights

**8-3-1** When back to school night is scheduled on an instructional day, school will be a half (1/2) day of student contact time with the other half (1/2) of the day to allow teachers time to prepare and then come back to school for this event. State mandated instructional hours must still be met.

### 8-4 Faculty/Staff Development/Professional Learning Meetings

**8-4-1** One (1) hour per five-day work week may be scheduled for building level faculty meetings or building level committee meetings. No faculty or building level committee meetings will be scheduled the week of parent/teacher conferences. Every effort will be made to keep these meetings to an hour, but if a meeting exceeds an hour, it is the professional responsibility to stay for the remainder of the meeting when possible. It is suggested that these meetings be

held on Tuesdays. Faculty meetings may be held either in the morning or the afternoon based upon a majority vote of the teachers within a building.

**8-4-2** IFEA will be included on each building faculty meeting agenda.

**8-4-3** All staff will be notified of mandatory meetings (including faculty, staff development and professional learning meetings) at least two (2) workdays in advance, except in situations related to health, safety or other emergencies.

## **8-5 Professional Learning**

**8-5-1** All teachers shall participate in staff-development. Staff-development can take place during staff-development days, which are designated on the district 91 calendar, and weekly faculty meetings, and up to an hour each week during the instructional day as the school schedule allows.

**8-5-2** All certificated employees shall participate in two non-instructional days of professional development. Two days of designated professional development will be included in the 2021-2022 school year. Certificated employees may participate in professional development outside of the 190-day contract term in lieu of the designated professional development days designated on the district 91 calendar. Professional development must meet the requirements set forth by the district Professional Development Committee and be the equivalent of two or more days of professional learning.

## **8-6 Work Days**

**8-6-1** Five (5) non-teaching workdays will be scheduled during the school year as follows:

**8-6-1-1** Two workdays will be scheduled prior to the start of the new school year for teachers to prepare.

**8-6-1-2** The third, fourth and fifth workdays will be scheduled to allow teachers time to complete necessary end of course work and submit grades at the end of each trimester.

**8-6-1-3** No scheduled meetings or trainings will occur on these workdays.

## **8-7 Class Size**

**8-7-1** The board, in recognition of the benefits to be gained from reasonable class size, shall make every reasonable effort to distribute the existing student load equitably among the available teaching staff within each building, and keep class size as small as possible.

**8-7-2** It is agreed that within each building, concerted efforts shall be made each spring to maintain equitable class sizes and subgroup distribution within the teacher's schedule and within each department except when configuration is based on an instructional model.

- 8-7-3** In those classes where the teacher believes the class size or subgroup distribution is excessive or inequitable, the affected teacher(s) may request a meeting to include the teacher, a Representative Organization representative, the principal and an administrator selected by the Superintendent to discuss the situation and attempt to arrive at an acceptable solution.
- 8-7-4** Whenever possible, to meet reasonable class size objectives, overflows will be considered.
- 8-7-5** Based on school-wide average class size in grades 1-6 on the third Friday of the first trimester and the second Friday of second and third trimester, an additional instructional support allocation will be given to each school whose school-wide average class size in grades 1 through 3 exceeds 23 students or whose school-wide average class size in grades 4 through 6 exceeds 25 students. The class size allocation provided in accordance with this section will be allocated to the grade levels which generated the aide time. The qualifying grade level teams will work cooperatively to determine the use of aide time within their grade levels. Schools that qualify in the second and third trimesters will receive a prorated amount. The amounts allocated will be as follows:

Average Class Size 1-3	Average Class Size 4-6	Allocation
23.1-24	25.1-26	\$3,000
24.1-25	26.1-27	\$6,000
25.1-26	27.1-28	\$9,000
26.1-27	28.1-29	\$12,000
27.1-28	29.1-30	\$15,000
28.1-29	30.1-31	\$18,000

A minimum of 2.5 hours Kindergarten aide support per session will be provided.

## **8-8 Positive Work Environment**

- 8-8-1** It is critical in establishing a positive work environment in each building that bullying, abuse of social power, and related behaviors not be tolerated.
- 8-8-2** Bullying and abuse of social power can include, but is not limited to, the following:
- A clear desire to hurt a person or group
  - An imbalance of power
  - An unjust use of power
  - Hurtful action
  - Repetition of inappropriate actions
  - Satisfaction for the aggressor
  - A sense of being hurt on the part of the target

## **8-9 Professional Development Committee**

The Board of Trustees and the Representative Organization for Idaho Falls School District No. 91 agree that a Professional Development Committee shall be formed for the purpose of developing and implementing supports for faculty to improve student growth and achievement. The

Professional Development Committee shall include three (3) members assigned by the Representative Organization, and shall meet a minimum of once per trimester. The Administrative Representative will schedule the meetings. This committee shall seek input from employees at all levels across all buildings about professional development needs.

#### **8- 10 Leadership Premium Committee**

In accordance with Idaho Code, District 91 will form a committee to identify leadership premium priorities. The committee shall include three (3) members assigned by the Representative Organization President. The Administrative Representative will schedule the meetings.

#### **8- 11 Technology Advisory Committee**

A joint instructional technology advisory committee will be established. The District technology director will chair this committee. The members of this committee will include a representative from each school, three of which will be appointed by the President of the Representative Organization, and other district representatives appointed by the superintendent or designee. This committee shall seek input from employees at elementary, middle and secondary schools regarding technology needs and concerns. The function of this joint instructional advisory committee will be to provide feedback regarding the district technology plan and associated expenditures. This committee shall meet no less than once a trimester. A district level administrator will serve as co-chair as well as a representative appointed by the Representative Organization. The Association Representative Co-Chair will be responsible for scheduling meetings.



# ARTICLE 9

## Leave Policy

### 9-1 Leave With Pay

Each teacher covered by this agreement shall be entitled to the following leave time. Notification procedures will be identified at the building level.

#### 9-1-1 Sick Leave

- 9-1-1-1** At the beginning of each teacher's contract period, each full-time teacher shall be credited with a set number of sick leave days dependent upon the number of days of his/her contract.

Contract Days	Sick Leave Allocation
161 - 170	12
171 - 180	12.5
181 - 190	13
191 - 200	13.5
201 - 210	14
211 – 220	14.5
221 – 230	15
231 – 240	15.5
241 – 260	16*

\*The maximum allowed per year is 16 days.

Teachers will not have their salaries deducted for use of regular sick leave regardless of the availability of a substitute. Sick Leave shall be granted.

- 9-1-1-2** Unused sick leave shall be allowed to be accumulated from year to year to unlimited sick days accumulation.

- 9-1-1-3** Sick leave is to be used for absences caused by personal or immediate family (as defined by FMLA) illness, accident, injury, preventative treatment, or health assessment. Special circumstance related to illness and/or injury, outside of FMLA can be submitted for the Superintendent's approval.

- 9-1-1-4** Under Idaho law, portions of unused sick leave are available as severance allowance upon retirement for the purchase of health, accident, dental and life insurance as listed in Idaho Code Section 33-1228-2.

**9-1-1-5 Use of Sick Leave during Pregnancy**

The use of sick leave for maternity-related illness and child-birth and recovery will be treated no differently than any other illness.

- 9-1-1-6** The District reserves the right at its own expense of requiring additional medical examination of any person requesting leave under the provision of this section.

**9-1-2 Sick Leave Bank**

- 9-1-2-1** Each new teacher of the District will participate in the sick leave bank unless he/she notifies the District office in writing that he/she does not wish to participate. To participate, each employee will contribute three (3) of his/her earned sick leave days. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating teachers upon recommendation of the *Sick Leave Bank Committee* for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave.
- 9-1-2-2** Application for use of the sick bank shall be submitted to the *Sick Leave Bank Committee* for their recommendation. The committee shall review the request and determine the eligibility of the employee. A statement of medical need from a licensed physician is required at the time of application and additional documentation may be requested from time to time after a grant has been made or additional days are requested.
- 9-1-2-3** The committee shall have the authority to recommend such guidelines as it deems necessary to implement this program. Guideline recommendations shall have the approval of the Representative Organization and the Board of Trustees.
- 9-1-2-4** After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.
- 9-1-2-5** In order for a teacher to be eligible to apply for sick leave benefits from the sick leave bank, the employee must first: (1) be a current contributor to the bank; (2) have been absent from work due to personal illness or accident; and (3) used all his/her current and accumulated sick leave and personal leave days.
- 9-1-2-6** The *Sick Leave Bank Committee* shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. A sick leave bank member leaving the District or retiring may donate unused sick leave days to the bank. The Committee will receive notification for all employees that are leaving the district. The committee will then notify the employees of their right to donate any unused sick leave days and the procedure for doing so.
- 9-1-2-7** The maximum number of days that can be granted in any one (1) fiscal year will be the remaining number of days a teacher is scheduled to work under his/her current contract. In no case will the granting of leave cause a teacher to receive more than his/her annual salary for that year.

- 9-1-2-8** The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
- 9-1-2-9** Bank grants to individual teachers will not be carried over from one (1) fiscal year to another; all such grants will end at the termination of the school year. If a teacher does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. In no case shall a teacher be granted more than a total of 187 days from the sick leave bank for all illnesses or disabilities during a five (5) year period.
- 9-1-2-10** The *Sick Leave Bank Committee* shall consist of two (2) members appointed by the Representative Organization and two (2) members appointed by the District. The committee shall develop and distribute rules and procedures for the orderly administration of the bank not inconsistent with the terms of this agreement. An administrator appointed by the Superintendent and a certificated employee appointed by the Representative Organization will serve as co-chairs. Administrator co-chair will be responsible for scheduling meetings as requests are received.
- 9-1-2-11** Applicants will have the option, if the application is approved, of using the days granted or taking a salary reduction equal to the cost of a certificated substitute teacher for the days granted.

The *Sick Leave Bank committee* will provide information to the applicant necessary to calculate the following:

1. Potential cost of decreased accumulated sick leave at retirement.
2. Actual cost of a certificated substitute teacher for the number of days requested.

**9-1-3 Death in the Immediate Family**

Upon notification to the principal or immediate supervisor, up to three (3) days bereavement leave per occasion without loss of pay shall be granted for death in the immediate family of spouse or teacher. Additional days may be granted upon written request to the Superintendent when circumstances require a lengthier absence. In the event of death in other than the immediate family where extenuating circumstances exist, a request should be directed to the Superintendent and said request will thereafter be considered. For the purposes of clarification, the immediate family is defined as including father, mother, husband, wife, children, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

**9-1-4 Personal Leave**

Leave for personal reasons will be granted for up to three (3) days per school year.

Any teacher covered by the terms of this agreement will be able to accumulate unused days year to year, up to seven (7) days. If a person has more than four (4) days of unused personal leave at the end of the school year, she/he will be paid for the excess days at the rate of \$65 per day. Days shall be paid in June of the current school year.

Teachers who have been continuously employed with School District #91 for ten (10) years or more will be reimbursed for excess personal leave at the rate of \$130 per day. Teachers who have been continuously employed with School District #91 for twenty (20) years or more will be reimbursed for excess personal leave at the rate of \$195 per day. Upon separation of employment from the district, teachers will be reimbursed for all unused personal leave as listed above.

Teachers who have used their available personal leave may purchase two (2) additional personal leave days through a salary reduction of \$65 per day by submitting an Extra Personal Leave Purchase Request form.

#### **9-1-5 Professional Leave**

Professional leave may be requested by any member of the teaching staff for the purpose of attending professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intraschool visitations, or other appropriate activities. Professional leave may be granted to those teachers who wish to participate in such activities, upon submitting a written request through their building principal not less than one (1) week prior to the professional meeting, outlining the purpose and projected cost of the conference.

Teachers will be compensated for professional leave at their regular rate of pay.

#### **9-1-6 Jury Duty**

Whenever a teacher is called for jury duty which necessitates his/her absence from regularly scheduled duties, said teacher shall lose no salary or benefits.

### **9-2 Leave Without Pay**

**A written request must be submitted to the superintendent for any leave without pay. This applies to a request for a single day of leave without pay as well as to extended absences. Leave without pay without approval from the superintendent may be considered a breach of contract.** Requests for any leave without pay shall set out the anticipated date when the teacher plans on returning to work subject to change.

#### **9-2-1 Maternity Leave, Paternity Leave and Parental Leave**

**9-2-1-1** A teacher who is expecting to be a parent shall be entitled, upon giving notice as hereinafter provided, to a leave without pay to begin any time after the commencement of the pregnancy and to continue for a period of time up to one (1) year after a child is born. Said teacher shall notify the Superintendent in writing of the desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The teacher shall be permitted to continue in active employment as late into the pregnancy as is desired providing the required contract duties can be performed. A teacher, having taken such leave and requesting to return early to full-time employment, may be denied such full-time employment for the balance of said leave period in those cases where the District has contracted for a replacement for the balance of said leave period.

- 9-2-1-2** A teacher adopting a child shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adopting. Leave taken under this provision shall be for duration and subject to the notices, terms, and conditions as provided under the provisions stated above.
- 9-2-1-3** Requests for a leave of absence will require approval by the Board of Trustees unless the request is based upon a statutory entitlement such as the Family and Medical Leave Act.
- 9-2-1-4** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-1-5** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
- 9-2-1-6** Teachers granted maternity, paternity or parental leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.

## **9-2-2 Medical Leave**

- 9-2-2-1** Medical leave without compensation may be granted by the Superintendent or designee to an employee upon the occurrence of extended personal illness, emotional upset, or illness of any member of his/her immediate family. Medical leave shall not be granted for more than one (1) school year or major portion thereof.
- 9-2-2-2** Requests for a leave of absence will require approval by the Board of Trustees unless the request is based upon a statutory entitlement such as the Family and Medical Leave Act.
- 9-2-2-3** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-2-4** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
- 9-2-2-5** Teachers granted medical leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.

### **9-2-3 Educational Leave**

- 9-2-3-1** A teacher may apply for educational leave after four (4) continuous years of satisfactory service in the District. Educational leave may be granted to individuals to enroll as full-time students at the university level.
- 9-2-3-2** Educational leave will be for the duration of one (1) school year.
- 9-2-3-3** Requests for an educational leave of absence will require approval by the Board of Trustees. The Board reserves the right to limit the number of requests for educational leave which may be granted in a single year.
- 9-2-3-4** Teachers on educational leave shall receive no compensation from the District during the leave.
- 9-2-3-5** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-3-6** Teachers granted educational leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave, or continuing contract. Educational leave does not count as a year of salary schedule advancement but educational advancement earned during the leave will be recognized.
- 9-2-3-7** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.

### **9-2-4 Special Leave of Absence**

Teachers may be granted leaves of absence without pay for one (1) year under the following criteria:

1. Teachers must have been a full-time employee of the District for a minimum of eight (8) years.
2. Teachers may only utilize this leave one (1) time during their career with the District.
3. Granting such leave is contingent upon the District's ability to employ a qualified replacement. Requests for a special leave of absence will require approval by the Board of Trustees. The Board reserves the right to limit the number of requests for a special leave of absence which may be granted in a single year.
4. Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The

returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.

5. Teachers granted a special leave of absence shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.
6. Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
7. Teachers must apply for leave under this provision no later than March 15 of each year.

## **Article 10**

### **Negotiations**

#### **10-1 Initiating Negotiations**

- 10-1-1** Negotiations will begin annually at the conclusion of the legislative session or such later date as the parties may mutually agree. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party.
- 10-1-2** The Board and the Representative Organization agree to negotiate in accordance with Idaho Code. It is understood that the management and control of the District, its equipment and supplies, the assignments and responsibility of teachers, rest exclusively with the Board of Trustees. Once the agenda has been mutually determined, no new items will be negotiated until a new agenda is determined at the beginning of the next annual negotiation session. Nothing herein shall preclude consideration of proposals of the Insurance Committee after the agenda has been determined.

#### **10-2 Conducting Negotiations**

- 10-2-1** The Board and the Representative Organization agree to negotiate in good faith as defined by Idaho Code. Counsel may be sought by the respective negotiating teams during negotiations in an effort to reach agreement. It is understood by both parties to this agreement that annual negotiations will proceed expeditiously and without delay at the conclusion of the current year's legislative session.
- 10-2-1-1** Upon the issuance of proposed contracts for the next ensuing year, said contracts shall include any salary increases resulting from education allocations through an official transcript in accordance with Idaho Code. Evidence of training must be provided to the District office at least one week prior to issuance of contracts to be included on the contract. For that training not reported prior to the issuance of the contract, it must be reported not later than September 15 to be included for that school year. It is the duty of each teacher to file official transcripts with the District Office prior to September 15<sup>th</sup> of each year for all training received by the teacher regardless of whether the training satisfies the requirements for an education allocation on the salary schedule. This deadline may be extended by the Superintendent in cases of extenuating circumstances.
- 10-2-1-2** Representative Organization and the Board will direct their efforts and move in a positive manner to maintain good faith as defined by Idaho Code on the part of their members and negotiating teams.
- 10-2-2** The Representative Organization's designee(s) and the Superintendent or his/her designee(s) may review preliminary budgetary information affecting revenue and expenditures as soon as they are available for the ensuing year.
- 10-2-2-1** A joint Budget Committee will be established. This committee shall consist of three (3) teachers appointed by the Representative Organization President, three (3) administrators appointed by the Superintendent, and one (1) board member. An administrator appointed by the Superintendent and a certificated employee appointed by



the Representative Organization will serve as co-chairs. The Representative Organization co-chair will be responsible for scheduling meetings. This committee shall meet in the fall to discuss the audit and start to prioritize budget items. They will also convene in the spring no later than April 1 and shall report recommendations to the negotiating teams no later than April 30 or when the teams have convened.

- 10-2-2-2** The purpose of the budget committee is to recommend budget priorities to the Board, administration and negotiation teams on an annual basis.
- 10-2-2-3** During negotiations, the Board and the Representative Organization teams will present relevant data, exchange points of view, and make proposals and counterproposals. The respective teams will endeavor to reflect the position of Board and the Representative Organization. Upon request of either party, the other will make copies of data upon which the proposals are based available for inspection.
- 10-2-2-4** Whenever possible, negotiations should be conducted outside of school hours. However, if negotiations are scheduled during the school day, negotiators for the Representative Organization shall be released from their regular duties with one-half (1/2) the cost of substitute(s) pay being reimbursed to the School District by the Representative Organization. Qualified substitute teachers will be provided by Idaho Falls School District No. 91.
- 10-2-2-5** At the first negotiating meeting, the Representative Organization and the Board's designee(s) shall exchange their proposals simultaneously prior to any discussion or caucus. New proposals may be introduced only by mutual consent.
- 10-2-2-6** Negotiations between the Board and the Representative Organization shall take place in open sessions.

### **10-3 Adopting and Amending Agreements**

- 10-3-1** Any agreements reached through the aforementioned procedure shall be reduced to writing and if approved by the Board and the Representative Organization, shall be signed by the properly designated officers of the Board and Representative Organization. Such agreements, once signed, shall become binding upon both parties during the term of the agreement unless in conflict with Idaho Code.

### **10-4 Mediation**

- 10-4-1** If the negotiations described above have not resolved the issues after a reasonable period of negotiations, either party may request that the issues in dispute be submitted to mediation. The Board and Representative Organization will attempt to reach mutual agreement upon a mediator. In the event the parties cannot agree upon the designation of a mediator, either party may request the mediator be appointed through the Federal Mediation and Conciliation Service.
- 10-4-2** The format, dates and times of meetings will be arranged by the mediator.
- 10-4-3** Costs of the mediator, if any, and actual and necessary travel expenses shall be equally assumed by both parties.

# ARTICLE 11

## Fringe Benefits

### 11-1 Fringe Benefits

**11-1-1** Effective September 1, 2021 through August 31, 2022 the Board agrees to pay the premiums for each teacher's individual health insurance through Blue Cross of Idaho at the district's 2020-2021 share plus up to 5%, dental insurance through Delta Dental at the district's 2020-2021 share plus up to 5% or Willamette Dental at the district's 2020-2021 share plus up to 5%, and term life insurance through Unum at the district's 2020-2021 rate on a prorated basis determined by the teacher's FTE with a maximum benefit of no more than the district's share of the individual premium. A teacher must have a minimum of a .75 FTE contract to be eligible for insurance coverage.

The life insurance benefit will be for the sum of \$50,000. The specific plan recommendation will be developed by the Insurance Committee and presented to the Joint Negotiation Teams for approval.

**11-1-2** To obtain payroll deductions for insurance, the company and its program must be approved by the Insurance Committee. This approval must be granted prior to approaching employees within the District.

**11-1-3** Any change in the benefits or carrier shall be mutually agreed to by the Board and the Representative Organization. Upon request of either party, the insurance coverage shall be evaluated and, if desirable, the Board shall submit the coverage to bids from other companies.

**11-1-4** An Insurance Committee shall be established as a permanent standing committee, whose purpose is to evaluate insurance programs and companies. The committee will consist of three (3) teachers (appointed by the Representative Organization), and one (1) classified employee, one (1) central administrator, and two (2) building administrators. A district level administrator will serve as co-chair as well as a representative appointed by the Representative Organization. The district level administrator will be responsible for scheduling meetings. Prior to the committee making a recommendation a presentation will be provided to district employees in order to educate and field questions about costs and coverage.

**11-1-4-1** The responsibilities of the committee will be to:

1. Review and evaluate medical, dental, and life insurance programs and companies.
2. Make recommendations to the negotiating teams and Board of Trustees for employee medical, dental, and life insurance.

**11-1-4-2** Committee Procedures:

- As soon as necessary information is made available, the committee will meet to begin the annual insurance process.
- Subsequent meetings will be scheduled as insurance renewal and/or quotes are available.

- Except in extraordinary circumstances, the committee should be prepared to make its recommendations to the negotiating teams and Board of Trustees by April 30.

**11-2 Credit Reimbursement**

The district will reimburse employees for three (3) credits during the five (5) year period prior to each re-certification. The reimbursement per credit will not exceed the current rate for an ISU graduate credit.

**11-3 Activity Pass**

Teachers will receive a District activity pass each year. The pass will allow the teacher and guest to attend District activities at no cost.

# ARTICLE 12

## Extracurricular Activities

### 12-1 Extracurricular Stipend Schedule for: 2021-2022

#### 12-1-1 High School Activities 2021-2022

Base = \$33,322

Stipend Schedule for 2021-2022

#### HIGH SCHOOL

#### Experience Steps

Extra-curricular	Position	Stip #	%	1	2	3	4	5	6	7
Baseball	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	4	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Basketball-Boys	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	5	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Basketball - Girls	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	5	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Cheerleader	Chair	2	18.0	\$5,998	\$6,238	\$6,478	\$6,718	\$6,957	\$7,198	\$7,439
	Assist	2	7.5	\$2,498	\$2,599	\$2,699	\$2,798	\$2,900	\$3,000	\$3,099
Cross Country	Chair	2	12.0	\$3,999	\$4,159	\$4,319	\$4,479	\$4,639	\$4,799	\$4,959
	Assist	2	8.0	\$2,666	\$2,773	\$2,879	\$2,986	\$3,093	\$3,199	\$3,306
Football	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	16	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Golf	Chair	2	7.0	\$2,333	\$2,425	\$2,518	\$2,612	\$2,706	\$2,797	\$2,895
	Assist	1	5.0	\$1,666	\$1,734	\$1,800	\$1,865	\$1,932	\$1,997	\$2,066
Scholastic Team	Advisor	3	5.0	\$1,666	\$1,734	\$1,800	\$1,865	\$1,932	\$1,997	\$2,066
Soccer - Boys	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	2	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Soccer - Girls	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	2	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Softball	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	3	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Swimming	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	2	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Tennis	Chair	2	12.0	\$3,999	\$4,159	\$4,319	\$4,479	\$4,639	\$4,799	\$4,959
	Assist	2	8.0	\$2,666	\$2,773	\$2,879	\$2,986	\$3,093	\$3,199	\$3,306
Track	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	8	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Volleyball	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	5	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Wrestling	Chair	2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
	Assist	2	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718

# HIGH SCHOOL

## Experience Steps

Co-curricular	Position	Stip #	%	1	2	3	4	5	6	7
Band		2	13.5	\$4,497	\$4,679	\$4,856	\$5,038	\$5,217	\$5,397	\$5,576
Band - Summer		2	2.0	\$665	\$692	\$721	\$746	\$773	\$800	\$826
Debate	Advisor	2	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
	Assist	1	7.0	\$2,333	\$2,425	\$2,518	\$2,612	\$2,706	\$2,797	\$2,895
Drama		3	7.0	\$2,333	\$2,425	\$2,518	\$2,612	\$2,706	\$2,797	\$2,895
Newspaper		2	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Student Gov't		2.5	11.0	\$3,664	\$3,811	\$3,958	\$4,103	\$4,251	\$4,397	\$4,543
Vocal		2	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718
Yearbook		3	11.0	\$3,664	\$3,811	\$3,958	\$4,103	\$4,251	\$4,397	\$4,543

## Secondary School Stipends

## Experience Steps

Co-curricular	Position	Stip #	%	1	2	3	4	5	6	7
Orchestra		3	4.5	\$1,502	\$1,560	\$1,620	\$1,679	\$1,740	\$1,800	\$1,858

## 12-1-2 Middle School Activities 2021-2022

Base = \$33,322

# MIDDLE SCHOOL

## Experience Steps

Extra Curricular	Position	Stip #	%	1	2	3	4	5	6	7
Basketball - Boys	Coach	4		\$1,688	\$1,756	\$1,823	\$1,891	\$1,958	\$2,027	\$2,094
Basketball - Girls	Coach	4		\$1,688	\$1,756	\$1,823	\$1,891	\$1,958	\$2,027	\$2,094
Cheerleader	Coach	4		\$1,688	\$1,756	\$1,823	\$1,891	\$1,958	\$2,027	\$2,094
Cross Country	Coach	2		\$1,688	\$1,756	\$1,823	\$1,891	\$1,958	\$2,027	\$2,094
	Assist	2		\$1,408	\$1,464	\$1,520	\$1,577	\$1,633	\$1,688	\$1,745
Track	Coach	2		\$1,688	\$1,756	\$1,823	\$1,891	\$1,958	\$2,027	\$2,094
	Assist	6		\$1,408	\$1,464	\$1,520	\$1,577	\$1,633	\$1,688	\$1,745
Volleyball	Coach	4		\$1,688	\$1,756	\$1,823	\$1,891	\$1,958	\$2,027	\$2,094
Wrestling	Coach	2		\$1,688	\$1,756	\$1,823	\$1,891	\$1,958	\$2,027	\$2,094
	Assist	1		\$1,408	\$1,464	\$1,520	\$1,577	\$1,633	\$1,688	\$1,745

Math Counts	Advisor	2	1.5	\$500	\$518	\$540	\$560	\$578	\$599	\$617
M S Events Coord		2		\$1,688						
Student Gov't		2	4.5	\$1,502	\$1,560	\$1,620	\$1,679	\$1,740	\$1,800	\$1,858

Co-curricular	Position	Stip #	%	1	2	3	4	5	6	7
Band		2	4.5	\$1,502	\$1,560	\$1,620	\$1,679	\$1,740	\$1,800	\$1,858
Speech Drama		2	4.5	\$1,502	\$1,560	\$1,620	\$1,679	\$1,740	\$1,800	\$1,858
Stage Manager		2	2.0	\$665	\$692	\$721	\$746	\$774	\$799	\$826

Vocal		2	4.5	\$1,502	\$1,560	\$1,620	\$1,679	\$1,740	\$1,800	\$1,858
Yearbook		2	9.0	\$2,998	\$3,119	\$3,236	\$3,360	\$3,479	\$3,599	\$3,718

### 12-1-3 District Level Stipends 2021-2022

Base = \$33,322

Experience Steps

Fixed Rates

	Pos.	No.	%	Amount
District	{People}			
Dist. Music-Discretionary		1	3.725	\$1,241

The stipend shall be paid only for the position it supports, and if not used, it will not be transferable for other uses.

If a stipend is paid for a position, *e.g.*, music, that does not consume a full day, a second stipend for a similar assignment in another building(s) will be paid at one-half ( $\frac{1}{2}$ ) rate.

Two (2) stipends for the same activity will not be paid to one (1) person, *e.g.*, one (1) teacher who does both the Chair coach and assistant coach position. The following guidelines manage placement on the stipend schedule:

1. Position and allowable experience will be the factors in determining the exact placement on the stipend schedule.
2. If an assistant coach moves to a Chair coach in the same sport, he/she will be placed one (1) step less on the Chair coach schedule than he/she was on the assistant schedule.
3. If an assistant coach moves to the Chair coach of another sport, entry will be at the beginning of the stipend schedule.
4. Experienced coaches entering District 91 will not be entered any higher than the third step on the stipend schedule. Their experience must be in the sport they are going to coach.
5. For implementation purposes, individuals presently receiving stipends will receive a percent no less than was assigned last year.
6. The percentages listed on the Stipend Schedule are percentages of \$33,322. The steps on the Stipend Schedule are four percent (4%) additive.

To insure the safety of participants, a school administrator or coach may, at his/her discretion, request an assistant coach position where the number of participants warrants such increase. Any stipends assigned by the administration during the school year in accordance with this

provision will be communicated to the President of the Representative Organization and will be reviewed by the negotiation teams.

#### **12-1-4 Extracurricular Assignments**

Teachers who are contracted for an extracurricular activity will utilize the State of Idaho Supplemental Contract form.

All teachers assigned to an extra-pay position will be placed at the correct position on the extra-pay schedule.

If two (2) or more teachers agree to work a position rated for a single individual and this is approved by the administration, the stipend will be split in a manner agreeable to the teachers involved.

Teachers will be given priority for extra-pay positions. When qualified volunteers are not available, positions may be filled with non-staff members. Non-staff members may not receive more than the stated stipend.

The stipend is to be paid in addition to the teacher's contracted salary. The schedule for extra-pay stipends is made a part of this agreement.

A coach may be granted maternity/paternity leave for one (1) year from extracurricular assignment. This leave is independent of a maternity/paternity leave from a teaching assignment.

**12-1-4-1** An Extracurricular Stipend Committee shall be established. The committee shall consist of two high school and two middle school teachers appointed by the President of the Representative Organization and two (2) administrators appointed by the Superintendent or his designee. An administrator appointed by the superintendent and a teacher appointed by the representative Organization will serve as co-chairs. The co-chair from the representative organization will be responsible to schedule the meeting(s).

The responsibilities of the committee shall be to:

1. Review each extracurricular assignment.
2. Recommend additions to or deletions from the pay schedule to the parties.
3. Advise the parties on matters concerning extracurricular pay.
4. Review the stipend job descriptions to ensure expectations are clear.

**12-1-4-2** The Extracurricular Stipend Committee will report to the negotiation team.

# ARTICLE 13

## Salary Schedule

### Idaho Falls School District No. 91 Teachers' Schedule of Contract Benefits for 2021-2022

Contract Days: 190

#### 13-1 Incoming Experience

**For teachers with no experience prior to 2016-2017:** A teacher with no previous experience will be placed on Rung R1. Teachers with one year of experience will be placed on rung R2. Teachers with two years of experience will be placed on rung R3. Teachers with 3 years of experience will be placed on rung P1 if they qualify for a professional endorsement. Teachers with 4 years of experience will be placed on rung P2 if they qualify for a professional endorsement. The Idaho State Department of Education rules will be used to determine years of experience.

**For teachers with experience prior to 2016-2017:** Experienced teachers will be placed on the 2015-2016 Idaho Falls School District 91 salary schedule based on their education and experience on September 15, 2015. Using the crosswalk for that cell, the teacher will then be placed on the Idaho Falls School District 91 Career Ladder as per the following chart.



Idaho Falls School District 91 Schedule of Teacher Contract Benefits 2015-2016							
STEP	BA	BA 12	BA 24	BA 36/MA	BA 48/MA 12	BA 60/MA 24	MA 36/EDS/PHD
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							

DID NOT TEACH FT SINCE 2015-2016	TAUGHT FT FOR ONE YEAR SINCE 2015-2016	TAUGHT FT FOR TWO YEARS SINCE 2015-2016	TAUGHT FT FOR THREE YEARS SINCE 2015-2016	TAUGHT FT FOR FOUR YEARS SINCE 2015-2016	TAUGHT FT FOR FIVE YEARS SINCE 2015-2016
R2	R3	P1*	P2*	P3*	P3.01*
R3	P1*	P2*	P3*	P3.01*	P4*
P1*	P2*	P3*	P3.01*	P4*	P5*
P2*	P3*	P3.01*	P4*	P5*	AP1*
P3*	P3.01*	P4*	P5*	AP1*	AP2*
P3.01*	P4*	P5*	AP1*	AP2*	AP3*
P4*	P5*	AP1*	AP2*	AP3*	AP4*
P5*	AP1*	AP2*	AP3*	AP4*	AP5*
AP1*	AP2*	AP3*	AP4*	AP5*	AP6*
AP2*	AP3*	AP4*	AP5*	AP6*	AP7*
AP3*	AP4*	AP5*	AP6*	AP7*	AP8*
AP4*	AP5*	AP6*	AP7*	AP8*	AP8*
AP5*	AP6*	AP7*	AP8*	AP8*	AP8*
AP6*	AP7*	AP8*	AP8*	AP8*	AP8*
AP7*	AP8*	AP8*	AP8*	AP8*	AP8*

\*Must qualify for the Professional or the Advanced Professional Compensation Rung.

### 13-2 Salary Schedule

Though the length and dates of the school year are not subject matters specifically delineated by statute as subject matter for negotiation, the below negotiated salary schedule for the 2021-2022 school year is based upon a determination by the District's Board of Trustees that the 2021-2022 school year includes 190 contract days for teachers.

The determination of the length and makeup of the school year is a matter left to the sole discretion of the District's Board.

These facts have been included in the 2021-2022 Negotiated Agreement solely for informational purposes and to allow the school's certificated teachers to calculate their daily rate of compensation. By inclusion of this information in this Agreement, the District represents that this has not been negotiated with the representative organization nor does the District Board concede or consent that this is a lawful or appropriate subject matter for negotiation at this time or in negotiations for any future school year.

### 13-3

Idaho Falls School District 91  
Career Ladder Contract Benefits 2021-2022  
Contract Days: 190 Minimum Salary: \$40,369

CERTIFIED SALARY SCHEDULE 2021-2022						
STEP	Bachelors	Bachelors +24	Masters	AP Bachelors	AP Bachelors +24	AP Masters
R1	\$40,769	\$42,769	\$44,269			
R2	\$41,390	\$43,390	\$44,890			
R3	\$42,011	\$44,011	\$45,511			
P1	\$43,391	\$45,391	\$46,891			
P2	\$45,236	\$47,236	\$48,736			
P3	\$46,158	\$48,158	\$49,658			
P3.01	\$47,081	\$49,081	\$50,581			
P4	\$48,926	\$50,926	\$52,426			
P5	\$50,770	\$52,770	\$54,270			
AP1				\$53,134	\$55,134	\$56,634
AP2				\$54,925	\$56,925	\$58,425
AP3				\$56,925	\$58,925	\$60,425
AP4				\$59,000	\$61,000	\$62,500
AP5				\$60,775	\$62,775	\$64,275
AP6				\$62,250	\$64,250	\$65,750
AP7				\$64,025	\$66,025	\$67,525
AP8				\$65,650	\$67,650	\$69,150

The Crosswalk to the new salary schedule will be as follows:

- Rung A to R1
- Rung B to R2
- Rung C to R3
- Rung D to P1
- Rung E to P2
- Rung F to P3
- Rung G to P3.01
- Rung H to P4
- Rung I to P5
- Rung I or below with Advanced Professional Endorsement to AP1
- Rung J with Advanced Professional Endorsement to AP2
- Rung K with Advanced Professional Endorsement to AP3
- Rung L with Advanced Professional Endorsement to AP4
- Rung M with Advanced Professional Endorsement to AP5
- Rung N with Advanced Professional Endorsement to AP6
- Rung O with Advanced Professional Endorsement to AP7
- Rung P with Advanced Professional Endorsement to AP8

GRANDFATHERED SALARY SCHED 2021-22			
STEP	BA-0	BA-24	MA-0
J	\$52,100.00	\$54,100.00	\$55,600.00
K	\$54,100.00	\$56,100.00	\$57,600.00
L	\$56,200.00	\$58,200.00	\$59,700.00
M	\$57,900.00	\$59,900.00	\$61,400.00
N	\$59,200.00	\$61,200.00	\$62,700.00
O	\$60,900.00	\$62,900.00	\$64,400.00
P	\$62,400.00	\$64,400.00	\$65,900.00

Teachers on rung I or above who did not qualify for the Advanced Professional Endorsement will remain on the Grandfathered Salary Schedule until they qualify for the Advanced Professional Endorsement. No additional teachers will be added to the Grandfathered Salary Schedule.

Teachers in R1 or R2 will move one rung on the salary schedule as they complete each year of experience until they reach R3. To move from R3 to P1, a teacher must earn the professional endorsement.

Teachers will move one rung in the Professional Compensation rung section (P1, P2, P3, P4, P5) unless they fail to meet the professional compensation rung criteria for three of the previous four years. To move from P5 to AP1, a teacher must earn the Advanced Professional Endorsement.

Teachers will move one rung on the Advanced Professional Compensation rung section (AP1, AP2, AP3, AP4, AP5, AP6, AP7, AP8) unless they fail to meet the advanced professional compensation rung performance criteria in the previous year. (See Idaho Code 33-1004B)

No teacher shall be paid less than the state mandated minimum salary. Placement on the schedule is governed by the following criteria:

- a. Evidence of training and experience that must be provided by the individual.
- b. Change in status must include an official transcript and be filed with the District Office not later than the 15th of September of the year in which the change is to be effective.
- c. Retroactive payment will be made.
- d. Advancement beyond the BA column is dependent upon semester hours earned after earning a bachelor's degree. The credits must be in relevant pedagogy or content.
- e. All credits for the education allocation and all degrees must be in a relevant content area or pedagogy as determined by the state.
- f. For pay purposes only, this schedule does not apply to teachers who provide services such as Emerson High School and in-service. Emerson High School teachers employed on a single class basis will receive a stipend equivalent to 1/15<sup>th</sup> of the minimum salary, per class.

The above schedules are based on a 190-day contract including five (5) paid holidays. Employees covered by this agreement who are required to spend more than 190 days at their assignment shall have their contract benefits augmented at the rate of 1/190<sup>th</sup> of their regular contract benefit for each additional day beyond 190. Teachers who are assigned to teach a fraction of the regular scheduled teaching day, and who are not otherwise compensated for the additional period through an extended contract or on the stipend schedule, will be paid the appropriate fraction of their teaching day of their base contract benefit.

**13-3-1** Certified staff who are compensated at an hourly rate for supervisory duties will be compensated at a rate of twenty-five (25) dollars an hour. Certified staff who are compensated at an hourly rate for direct instruction or curriculum work will be compensated at a rate of thirty (30) dollars an hour.

## Appendix A

### Invoice for Representative Organization President Leave

The total cost to the District for all salary and associated benefits shall not exceed \$2,600 annually.

Date	Name of Sub or Aide	Service Utilized (Sub or Aide)	Hours or Days	Public Purpose of Activity	Hourly/Daily Rate (Payroll Use Only)	Amount of Payment (Payroll Use Only)

**TOTAL:** \_\_\_\_\_

\_\_\_\_\_  
**IFEA PRESIDENT SIGNATURE**

\_\_\_\_\_  
**DATE**

*This invoice is due on or before the first Wednesday of each month.*

## **Memorandum 1**

### **One-Time Payment**

#### **MEMORANDUM OF UNDERSTANDING**

Each employee will receive a \$100.00 one-time payment in November 2021 paycheck. If the audited liquid FY 2021 fund balance exceeds the audited FY2020 liquid fund balance by \$200,000 each employee will receive a one-time payment of \$200.00 in November 2021 paycheck.

## **Memorandum 2**

Medical Premium Offset Stipend Payment

### **MEMORANDUM OF UNDERSTANDING**

Each full-time teacher will receive a \$300.00 stipend to be divided over the 2021 -2022 contract year.

## Memorandum 3

Technology Advisory Committee – Edits

### MEMORANDUM OF UNDERSTANDING

#### **8- 11 Technology Advisory Committee**

A joint instructional technology advisory committee will be established. The District Technology Director, Director of Curriculum and Professional Development, and a representative appointed by the Representative Organization will serve as Chairs this committee. The members of this committee will include a representative from each school, three of which will be appointed by the President of the Representative Organization, and other district will be appointed by the Technology Director and Director of Curriculum and Professional Development. This committee shall seek input from employees at elementary, middle and secondary schools regarding technology needs and concerns. The function of this joint instructional advisory committee will be to provide feedback regarding the district technology plan and associated expenditures. This committee shall meet no less than once a trimester. A district level administrator will serve as co-chair as well as a representative appointed by the Representative Organization. The Chairs of this committee will be responsible for scheduling meetings.

*Approved by the Board of Trustees on October 13, 2021*



## Memorandum 4

### Evaluation Procedures

#### MEMORANDUM OF UNDERSTANDING

##### **With respect to the Negotiated Master Contract Section 6-4 Evaluation Procedures:**

Idaho Falls School District 91 believes that teacher performance has the most enduring and consequential influence on students, therefore the District has a firm commitment to performance evaluation. Every effort will be made to assure that only highly qualified teachers are retained on the staff of School District 91. The primary purpose of evaluation is to enhance the quality of instructional performance, nurture the growth of students of all abilities and support personnel in professional development to facilitate the achievement of District goals.

In accordance with Idaho Code and AP 804.0 Individuals who hold a Professional Endorsement or Advanced Professional Endorsement will be annually evaluated using Charlotte Danielson's Framework for Teaching in at least two domains including Domain 2 (Learning Environment) and Domain 3 (Instruction and Use of Assessment). The decision whether to evaluate on only two domains or all four domains will be left to the discretion of the individual principal and may be decided on a case-by-case basis for each employee. All other instructional or pupil service staff employees must be evaluated across all domains.

The evaluation system will use an individualized evaluation rating system for how evaluations will be used to identify proficiency and record growth over time with rankings used to differentiate performance of certificate holders including: unsatisfactory (1), basic (2), proficient (3), and distinguished (4).

The immediate supervisor that is assigned the responsibility shall have received training in conducting evaluations based on the statewide framework for evaluations within the immediate previous five (5) years of conducting any evaluations.

Following the evaluation conference, the teacher will be provided a final evaluation report that addresses the professional practice rating and student achievement rating. The approved evaluation report form will be used for all written evaluations.

The teacher has the option to respond in writing to the evaluation report as per the Negotiated Master Contract.

Permanent records of each certificates personnel's evaluation and any properly submitted rebuttal/appeal documentation will be maintained in the employee's personnel file. All evaluation records, including rebuttal/appeal documentation, will be kept confidential within the parameters identified in State and federal law regarding the right to privacy.

Any subsequent changes to the District's evaluation plan shall be resubmitted to the State Department of Education for approval. The District shall report the summative rankings, the

number of components rates as unsatisfactory, whether a majority of the certificates personnel's students met their measurable student's achievement or growth targets or student success indicators as well as what measures were used, and whether an individualized professional learning plan is in place for all certificates personnel evaluations, annually to the State Department of Education.

*Approved by the Board of Trustees on December 8, 2021.*

### Execution and Duration of Negotiated Master Contract

This agreement shall be effective July 1, 2021, through June 30, 2022

Nothing contained herein is intended to or shall conflict with or abrogate the powers or duties and responsibilities vested in the Legislature, State Board of Education, and the Board of Trustees of Idaho Falls School District No. 91 by the laws of the State of Idaho. The Board of Trustees of School District No. 91 is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or acts of God.

Board of Trustees  
Idaho Falls School District No. 91  
Idaho Falls, Idaho



Chairwoman, Board of Trustees



Clerk, Board of Trustees

and

Idaho Falls Education Association  
(Representative Organization)  
Idaho Falls, Idaho



President, Representative Organization

## **APPENDICIES**

**Appendices included are for informational purposes only and are not part of the  
Negotiated Master Contract**

## Appendices Table of Contents

3-9-8 Grievance Forms

4-7 PIE Form

9-1-2-2 Sick Leave Bank Leave Request

9-1-4 Request to Purchase Additional Personal Leave Days

11-2 Credit Reimbursement Request Form

Board Policy 804 - Performance Evaluations - Administrative Procedures

## Grievance Statement

In accordance with Article 3 of the Negotiated Master Contract between the Idaho Falls Education Association and School District 91, this grievance is respectfully submitted by the undersigned:

**Background Statement:**

**Alleged Violations**

A.

B.

**Relief Sought:**

A.

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Grievant

---

IFEA Representative

---

Date

Attach exhibits to this statement.



## Professional Improvement of Education (P.I.E.) Request Form

Name of Teacher: \_\_\_\_\_

Teaching Location: \_\_\_\_\_

Teaching Assignment: \_\_\_\_\_

Date P.I.E. Requested: \_\_\_\_\_

Teacher/Program to be observed: \_\_\_\_\_

Location for observation: \_\_\_\_\_

Amount of Time Requested: ☐ Half Day (up to 3.5 hrs.) ☐ Full Day (over 3.5 hrs.)

Desired Outcome of P.I.E. Participation:

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\_\_\_\_\_  
Teacher Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Principal Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Director of Elementary or Secondary Education

\_\_\_\_\_  
Date

*\*After all signatures are gathered, please return to Professional Development Department for final processing.*

*Idaho Falls School District 91 Professional Improvement of Education Program*

Revised: 1/2015

## Idaho Falls School District 91 Certificated Employee Sick Leave Bank

**Purpose:** The purpose of the Sick Leave Bank will be to make available to each participating teacher a fund of sick leave days to assist in alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave.

**Rules and Procedures:** Rules and Procedures are outlined in the compensation package. Before submitting an application requesting sick leave days, you are required to read the following rules and procedures. **Your signature on the application indicates that you have read the following rules and procedures and that you understand them.** If you have any questions about rules and/or procedures, please contact your IFEA building representative or Heidi Crouch at Skyline High School (42904).

**Membership:** All new teachers to the District will contribute three (3) days during the enrollment period of September 1<sup>st</sup> – October 15<sup>th</sup> of the current school year. If an employee does not wish to participate in the sick leave bank, they must notify Payroll in writing during the enrollment period.

If a teacher of School District 91 does not join the first time that he/she is eligible, he/she will be required to have a complete physical exam. The statement of health condition completed by the physician is to go to the Sick Leave Bank Committee. No pre-existing condition will be covered for a period of one (1) year.

Once you become a member, you will automatically be a continuing member in subsequent years. If an employee is hired after October 15<sup>th</sup>, the employee has a 15-day period to notify payroll in writing that he/she does not wish to participate in the Sick Leave Bank.

Once a member drops membership, he/she must be able to prove eligibility to rejoin. No pre-existing condition will be covered for a period of one (1) year.

If a bank member should resign or retire from the district, the sick leave days contributed by that member to the bank shall remain in the bank. A Sick Leave Bank member leaving the district or retiring may donate his/her unused sick leave days to the bank.

Should the bank contain less than 200 days, the committee will request additional day(s) from each member.

**Eligibility:** In order for a teacher to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first: (1) be a contributor to the bank; (2) have been absent from work due to illness or accident (the committee may also request additional and separate doctors' opinions as needed); and (3) have used all of his/her current and accumulated sick leave days and personal leave days.

**Surgeries, the postponement of which will not further impair the individual, and related absences should be scheduled during periods of non-work whenever possible.**

Bank grants to individual teachers will not be carried over from one fiscal year to another; all such grants will end at the termination of the school year. If a teacher does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. In no case shall an employee be granted more than a total of 187 days from the sick leave bank for all illnesses or disabilities during a five (5) year period.

Applicants will have the option, if the application is approved, of using the days granted or taking a salary reduction equal to the cost of a certificated substitute teacher for the days granted. The Sick Leave Bank committee will provide information to the applicant necessary to calculate the following:

1. potential cost of decreased accumulated sick leave at retirement
2. actual cost of a certificated substitute teacher for the number of days requested.



Idaho Falls School District 91  
Certificated Employee Sick Leave Bank Request Form

This Sick Leave Bank request is for benefits from the Sick Leave Bank of School District 91. **It must be accompanied by the Physician Statement and received by the committee prior to a determination of benefits. A separate form must be submitted for each request.**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ MI \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

School Building \_\_\_\_\_ Home Phone \_\_\_\_\_

Date of this request \_\_\_\_\_ month/day/year

Date of illness/accident/surgery \_\_\_\_\_ month/day/year

Last day of work \_\_\_\_\_ month/day/year

Last date of personal/sick leave \_\_\_\_\_ month/day/year

Description of illness/accident/surgery related to the request for Sick Leave Bank benefits:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Number of Sick Leave Bank Days granted in previous years: \_\_\_\_\_

Number of Sick Leave Bank Days granted this year to date: \_\_\_\_\_

Number of Sick Leave Bank Days currently being requested: \_\_\_\_\_

Please list the calendared workdays included in this request, i.e. November 29, 30; December 1, 2, 3 etc.

\_\_\_\_\_

**My signature certifies that (1) I have read the Sick Leave Bank rules and regulations on page one; (2) I have met all the membership and eligibility requirements for benefits; and (3) All of the information that I have provided with this request is true and accurate.**

Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return this form and the Physician's Statement to:

School District 91 Certificated Sick Leave Bank Committee  
690 John Adams Parkway  
Idaho Falls, ID 83401

*For Committee Use Only*

Number of Days Granted \_\_\_\_\_ Request Denied \_\_\_\_\_ Date \_\_\_\_\_

**Idaho Falls School District 91  
Certificated Employees Sick Leave Bank  
Attending Physician Statement**

**Permission to release medical information:** I am requesting benefits from School District 91's Certificated Employees Sick Leave Bank. My signature gives permission for you to provide the information requested on this form.

Employee Name \_\_\_\_\_ Date \_\_\_\_\_

Name of Physician \_\_\_\_\_ Telephone \_\_\_\_\_

Street Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_

Dear Physician:

Thank you for taking the time to provide the following information. Your statement will help the Sick Leave Bank Committee determine eligibility for benefits. Your statement should explain in detail your diagnosis, why the applicant is unable to work, and the date he/she can report for work.

Your Diagnosis: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Impact on ability to report for work: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Date which applicant can return to work:** Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

Physician's Signature \_\_\_\_\_ Date \_\_\_\_\_

Please return this form to:

School District 91 Certificated Sick Leave Bank  
690 John Adams Parkway  
Idaho Falls, ID 83401

**Idaho Falls School District #91** employees who have used their available personal leave may purchase **TWO (2)** additional personal leave days through a SALARY REDUCTION OF \$65.00 PER DAY. **Only 2 days may be purchased each year.**

The employee must fill out the **Personal Leave Request Form**, sign it and have their Principal/Supervisor approve the leave and sign the form. Return the Personal Leave Request Form to the payroll department. The deduction will be taken the month the leave is used.

***Those who do not turn in an approved form for extra personal leave taken, or who have already taken their Extra Personal Leave allotment will be charged Loss of Pay at their normal daily rate.***

## **Extra Personal Leave Purchase Request** **AND SALARY REDUCTION FORM**

**THOSE WHO HAVE USED THEIR AVAILABLE PERSONAL LEAVE MAY PURCHASE TWO (2) ADDITIONAL PERSONAL LEAVE DAYS EACH YEAR THROUGH A SALARY REDUCTION OF \$65.00 PER DAY.**

**RETURN THE REQUEST FORM TO THE PAYROLL DEPARTMENT FOR PROCESSING.**

Using more than 4 consecutive Personal days is contingent on approval of Principal/Supervisor.

**Print Name:** \_\_\_\_\_ **School/Department:** \_\_\_\_\_

**Date of desired absence:** \_\_\_\_\_

**I understand that I may purchase 2 days a year at \$65 PER DAY, the cost will be deducted from my paycheck.**

**Employee Signature:** \_\_\_\_\_ **Date request submitted:** \_\_\_\_\_

**Principal/Supervisor:** \_\_\_\_\_ **Date approved:** \_\_\_\_\_

***An employee who does not turn in an approved form for any extra personal leave taken, or who has already taken their Extra Personal Leave allotment will be charged Loss of Pay at their normal daily rate.***



## Application for Recertification Credit Reimbursement

### Guidelines:

1. Certificated employees are eligible to apply for reimbursement of three (3) credit hours during each 5-year recertification period. The recertification period usually dates from September 1 to August 31. (Example: September 1, 2014 to August 31, 2019). Reimbursement requests must be submitted no later than 6 months following the end of the recertification period.
2. There can be no reimbursement for these credits from any other source.
3. Reimbursement will be limited to a maximum of the current ISU rate for graduate level courses. Quarter credits will be reimbursed at a maximum of 2/3 of the ISU rate for graduate level courses.

### I am requesting reimbursement for the following credits:

Course	Course Number	Completion Date	University	Number of Credits	Total Cost

### I have attached the following for all courses listed: (Please check all that apply.)

- ☐ Receipt showing the cost per credit as well as the total cost.
- ☐ Official transcripts. Electronic transcripts must be emailed directly to HR.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Submit completed form with attachments to Human Resources.**

*For Office Use Only*

\_\_\_\_ Approved      \_\_\_\_ Denied      Amount Awarded \$ \_\_\_\_\_

HR Signature \_\_\_\_\_ Date \_\_\_\_\_

Revised 5-21-2021

## **AP 804 - Teacher Evaluation Procedures**

### **Statement of Philosophy**

Teacher performance has the most enduring and consequential influence on students, therefore the District has a firm commitment to performance evaluation. Every effort will be made to assure that only highly qualified teachers are retained on the staff of School District 91. The primary purpose of evaluation is to enhance the quality of instructional performance, promote improvement in student learning and support personnel in professional development to facilitate the achievement of district goals. Supervision and evaluation of professional employees involve a collaborative process between staff member and administrator for the purposes of identifying and documenting the performance of individual staff members

### **Statutory Requirements**

There shall be a minimum of one written evaluation in each of the annual contract years of employment, which shall be completed no later than June 1 of each year. The evaluation shall include a minimum of two (2) documented observations, one (1) of which shall be completed prior to January 1 of each year. The requirement to provide at least one (1) written evaluation does not exclude additional evaluations that may be performed. ([Idaho Code 33-514](#); see also [Idaho Code 33-513](#) and [Idaho Code 33-515](#))

### **IDAPA Rule Requirements**

[IDAPA 08.02.02.120.02](#) Professional Practice: For evaluations conducted on or after July 1, 2013, all certificated instructional employees must receive an evaluation in which at least ninety percent (90%) of the evaluation results are based on Professional Practice. All measures included within the Professional Practice portion of the evaluation must be aligned to the Charlotte Danielson's Framework for Teaching Second Edition. Evaluators will rate the professional practice of each certificated teacher in all components found in Domains 1, 2, 3 and 4. The evaluator will assign a numerical value of (1) for Unsatisfactory, (2) for Basic, (3) for Proficient, and (4) for Distinguished for each component including specific evidence that supports the rating given. Pre-observation and Post-observation conferences may include a review of

lesson plans, parent contact log, student work samples, classroom assessments, behavior management plans, and reflection log.

The Performance Continuum found later in this document provides further clarification regarding this rubric and the associated ratings. The sum of the numerical values shall be divided by the number of components to determine an average numerical rating for professional practice listed. This average rating will be counted as 90% of the teacher's overall rating.

An initial evaluation report including ratings and evidence will be discussed with the teacher in the post-observation conference prior to the January 1 deadline. A second post-observation conference will be completed prior to the May 1 deadline. A final evaluation report will include evidence from both observations and completed prior to the June 1 deadline. Final ratings will be based on evidence from both observations. Parent/guardian input and student input shall be encouraged. No numerical rating from these inputs will be included in the teacher's performance rating but the number of Parent/Guardian Input forms will be noted on the final evaluation. The teacher will receive a copy of all Parent/Guardian Input forms submitted.

[IDAPA 08.02.02.120.03](#) Student Achievement: For evaluations conducted on or after July 1, 2013, all certificated instruction employees, principals and superintendents must receive an evaluation in which at least ten percent (10%) of the evaluation results are based on an objective measure selected collaboratively by the teacher and evaluator. The objective measure may include but is not limited to IRI test results, End of Course Assessments, PSAT/SAT, graduation rates, and AP testing result. The District Key Performance Indicators will provide guidance as to which assessment data is used for the student achievement portion of the teacher evaluation model . ([Idaho Code 33-1001 \(18\)](#), see also [HB 523 – Idaho \(18\)](#))

Using the following rubric, the teacher will be given a numerical rating based on data collected from the measurable student achievement indicators for the current year. The rating from this data will be counted as 10% of the teacher's overall evaluation. The actual data evidence for student growth will be included on the teacher's evaluation form.

- (1) Unsatisfactory 0-25% of the teacher's students met their measurable achievement targets
- (2) Basic 26-50% of the teacher's students met their measurable achievement targets
- (3) Proficient 51-74% of the teacher's students met their measurable achievement targets
- (4) Distinguished 76-100% of the teacher's students met their measurable achievement targets

#### **IDAPA 120.07 Evaluation Policy-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 ([Idaho Code 33-518](#)). Local school districts shall report the rankings of individual certificated personnel evaluations to the State Department of Education annually for State and Federal reporting purposes. The State Department of Education shall ensure that the privacy of all certificated personnel is information in the aggregate by the local school district.

#### **Definitions**

For the purposes of this document, teacher is defined as all certificated staff members who are not employed in an administrative role. The Teacher Evaluation Process is based on the Charlotte Danielson's Framework for Teaching Second Edition which centers on the four domains for teachers. Certificated specialists including Instructional Specialists, Library/Media Specialist, School Nurse, School Counselor, School Psychologist, and Therapeutic Specialists are guided by specific frameworks which are also found in Charlotte Danielson's Framework for Teaching 2013 Edition. Special education teachers are evaluated using rubrics based on the Danielson Framework, created by Idaho school districts and approved by the Idaho state department of education. These specialists will follow the same procedures for evaluation but use their specific framework for the evaluation process.

#### **Statement of Purpose**

The evaluation shall be conducted with each teacher to provide services as follows:

- Inform each professional teacher of how he/she is performing in his/her assignment.
- Communicate to each teacher his/her strengths and areas where improvement, if any, is needed.
- Create an opportunity for the supervisor and the teacher to discuss objectively the

teacher's job performance.

➤ Provide the following information to a teacher whose performance necessitates the imposition of probation or nonrenewal of contract:

1. Written notice of the specific areas of unsatisfactory performance.
2. A reasonable time period to make corrections.
3. Adequate supervision, assistance, and evaluation during the period of probation (see probation procedures)

## **Framework**

The Teacher Evaluation Process is based upon the Danielson Framework for Teaching (2nd edition) which centers on four domains.

### **DOMAIN 1: Planning and Preparation**

Component 1a: Demonstrating Knowledge of Content and Pedagogy

Component 1b: Demonstrating Knowledge of Students

Component 1c: Selecting Instructional Outcomes

Component 1d: Demonstrating Knowledge of Resources

Component 1e: Designing Coherent Instruction

Component 1f: Designing Student Assessments

### **DOMAIN 2: The Classroom Environment**

Component 2a: Creating an Environment of Respect and Rapport

Component 2b: Establishing a Culture for Learning

Component 2c: Managing Classroom Procedures

Component 2d: Managing Student Behavior

Component 2e: Organizing Physical Space

### **DOMAIN 3: Instruction**

Component 3a: Communicating with Students

Component 3b: Using Questioning and Discussion Techniques

Component 3c: Engaging Students in Learning

Component 3d: Using Assessment in Instruction

Component 3e: Demonstrating Flexibility and Responsiveness



## DOMAIN 4: Professional Responsibilities

Component 4a: Reflecting on Teaching

Component 4b: Maintaining Accurate Records

Component 4c: Communicating with Families

Component 4d: Participating in a Professional Community

Component 4e: Growing and Developing Professionally

Component 4f: Showing Professionalism

### Performance Continuum

The continuum ranges from describing teachers who are striving to master the rudiments of teaching to highly accomplished professionals who are able to share their expertise.

➤ **Unsatisfactory** - The teacher does not yet appear to understand the concepts underlying the component. Working on the fundamental practices associated with the elements will enable the teacher to grow and develop in this area.

➤ **Basic** - The teacher appears to understand the concepts underlying the component and attempts to implement its elements. But implementation is sporadic, intermittent, or otherwise not entirely successful. Additional reading, discussion, visiting classrooms of other teachers, and experience (particularly supported by a mentor) will enable the teacher to become proficient in this area

➤ **Proficient** - The teacher clearly understands the concepts underlying the component and implements it well. Most experienced, capable teachers will regard themselves and be regarded by others as performing at this level.

➤ **Distinguished** - Teachers at this level are master teachers and make a contribution to the field, both in and outside their school. Their classrooms operate at a qualitatively different level, consisting of a community of learners, with students highly motivated and engaged and assuming considerable responsibility for their own learning.

### Evaluation Process

#### Forms

The District has created forms for use in the supervision and evaluation of staff. Evaluation forms

and rubrics are included in the Teacher Evaluation Procedures. Evaluation resources will be available in the Evaluation Resources Google Drive Folder for teachers to access. A 2013 PDF copy of “Charlotte Danielson’s Framework for Teaching” is available free online.

<https://www.ode.state.or.us/wma/teachlearn/commoncore/danielson-2013-rubric-only.pdf>

### **Focus**

Teachers will be evaluated on their performance in all components of the Framework for teaching. Teachers will receive a copy of the rubrics for these domains and components at the beginning of the school year. During classroom observations, the administrator will be looking for evidence of the teacher’s performance level for each of the components in these identified domains. The administrators will rate the teacher’s performance in each component using the rubric from Frameworks. Specific evidence will be listed to validate the rating given.

### **Pre-evaluation Communications**

The administrator will explain the evaluation process to the teachers at the beginning of the new evaluation cycle begins. A variety of communication methods will be utilized including faculty meeting discussions and training, one on one communications, e-mail, and written documents. The following topics are to be included in these communications:

- Review all domains of the Danielson’s Frameworks and all the associated components.
- Identification of examples of evidence that would support the ratings using the rubrics for each of the components.
- Teachers will be instructed in the procedures for up-loading evidence into the platform provided for evaluation.
- Discussion and identification of the assessment data that the teacher and school will be using to analyze growth and achievement. Decisions on the data sources used in the evaluation are made during Pre-Observation Communication.

### **Classroom observations**

Observations will be conducted openly and with the full knowledge of the teacher. Each observation should be at least one (1) instructional period in length or for sufficient time to make an adequate performance judgment. Observations will vary in frequency to ensure the identified

components for evaluation have been observed. All monitoring or observation of the performance of a teacher shall be conducted openly and with full knowledge of the teacher.

### **Pre-observation Communication**

The administrator and teacher communicate prior to the observation regarding the observation.

Either party may request a meeting The teacher and principal will:

- Review of the purpose for the observation
- Review the learning objectives and lesson plan associated with the classroom observation
- Discuss the needs of students in the class to be observed
- Clarify evidence expectations
- Schedule a date and time for the observation and schedule a date and time for the post observation conference.

### **Post-observation Conference**

All formal observations should be followed by a post-conference between the teacher and the administrator. The post-observation conference will provide the opportunity for the teacher and evaluator to review the activities, evidence and preliminary rating for observed components. It will also provide an opportunity for the teacher to reflect upon his/her professional performance and an opportunity to reflect upon a particular lesson to determine if the instructional goals were met and how he/she might teach the same topic or concept another time. The discussion should focus on, but is not limited to, the classroom environment and instruction. The teacher has the option to reply to the administrator's comments regarding the classroom observation. Either the teacher or the administrator may request a third party to observe the teacher. Teacher or administrator may request an additional date for an observation due to unforeseen circumstances.

### **Evaluation Conference**

The evaluation conference will provide the teacher an opportunity to review the final ratings with the associated evidence for both the professional practice and student achievement. Feedback received from parents/guardians and students will also be reviewed and discussed.

## **Evaluation Report**

Following the evaluation conference, the teacher will be provided a final evaluation report that addresses the professional practice ratings and student achievement rating. The approved evaluation report form will be used for all written evaluations. The teacher has the option to respond in writing to the evaluation report as per the Negotiated Master Contract.

## **Probation**

The purpose of probation is to remediate the area(s) of unsatisfactory performance. A probationary period shall be provided by the Board to any teacher whose performance is determined to be unsatisfactory.

1. The principal will notify the teacher regarding the specific areas of unsatisfactory performance with supporting evidence and the intent to recommend probation to the Board.
2. The principal and/or supervisor will recommend to the Board in writing that the teacher be placed on probation.
3. If the Board adopts the recommendation, the employee will be notified in writing by the Board.
4. The specific areas of unsatisfactory performance will be defined in writing to the teacher.

A clearly articulated probationary plan will be developed by the administrator and the teacher. The plan will include identified concern(s), desired outcomes, and improvement targets. The plan will also include strategies for assistance and improvement.

5. The probation plan will include classroom observations (minimum of 2 scheduled), including pre and post-observation conferences. The period of probation shall not be less than 8 weeks, 40 instructional days.

Each step of the probation process, including observations, identification of unsatisfactory area(s) of performance, and pre and post-conference notes shall be documented and initialed by both the teacher and the administrator. After the probationary period, action shall 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. ([Idaho Code 33-514](#)).

## **Portfolio**

Reference [IDAPA 08.02.02.120.05.b](#)

Administrators and teachers will create portfolios by uploading evidence into the evaluation management system.

## **Informal Observations:**

Informal observations, brief classroom visits that enable the administration to observe implementation of the curriculum, instructional teaching practices, and decisions related to teaching practices. Verbal and/or written feedback to the teacher is considered best practice and is encouraged.

## **Monitoring and Evaluation**

The district's procedure for supervision and evaluation of teachers will be developed and reviewed annually by a committee. The committee will consist of three (3) teachers selected by the President of the Representative Organization to include one elementary, one secondary and one ancillary. The committee shall also include (3) administrators selected by the superintendent or his/her designee (Negotiated Master Contract 6-4 Evaluation Procedures).

## **Professional Practice and Achievement**

Data collected by principals through the evaluation process will be considered when planning and designing staff development activities.

Administrators responsible for performing evaluations will participate in teacher evaluation training in accordance with [Idaho Code 33-1204 \(1\)](#).

New teachers will receive training in the teacher evaluation prior to October 15th. Additional professional development opportunities will be provided as needed. The costs associated with teacher evaluation professional development will be paid by the district.