### District Counter to TEA Article 2 B and C.

- **A.** Commencement of Negotiations. Negotiations for the Negotiated Master Agreement shall commence within thirty (30) days of a written request by either party after February 15<sup>th</sup>.
- **B. Negotiation Sessions**. Sessions for the purpose of negotiations shall take place weekly, unless otherwise agreed by the parties, at times mutually agreed to by the parties and held in a manner consistent with applicable Idaho Law.

District counter to TEA Article 3 C, D and, E.

- C. Use of Buildings. The Association and its representatives will be permitted to transact necessary Association business/meetings on school property, provided that this does not disrupt regular school operations. Such facility use must be scheduled through the building administrator prior to the day of the planned use.
- D. Use of District Equipment. The Association may use District printing equipment for Association business, provided such use does not interfere with normal school use
- 1. The Association shall reimburse the District for any consumable materials used (i.e. paper, toner) at the same rate per page as associated with the District's response to a public records request.
- E. Use of School Communications Forums. The Association may post notices of activities and business on bulletin boards designated for this use. The District e-mail, mail service and teacher mailboxes may be used for Association communications provided such communication is consistent with the District's Computer Use Policy.
- 1. Should the District's Board or District's Administration believe that there has been an abuse of the District's e-mail, mail services and/or teacher mailbox associated with association use, the District's Administration will contact the Association's President for a meeting to address the solution. Such solutions may include the isolated or total cessation of the use of the email, mail service and/or other teacher mailboxes for Association purposes.
- 2. The Association recognizes that the communications placed onto the District's bulletin board or advanced through use of the District's email, mail-services or mailboxes may be deemed public record and the District may have to produce such to any individual or governmental entity through an appropriate public records request.

District counter to TEA Article 3 G.

G. Select Policy Amendment. From July 1, 2015 through June 30, 2016, should the District's Board of Trustees seek to address for possible amendment in relation to certificated professional employees encompassed under this Agreement, any of the below selectively enumerated policies, the President of the Teton Education Association shall be provided with advance notice of such possibility. The President will be provided with the opportunity to meet with a District Administrative Representative to address the proposed language modification and to provide the Association's input regarding the same. Though the Board seeks out input from multiple sources in regard to policy development, including that of the professional certificated employees, the Board retains final discretion to make amendment or modification of policy, if any, at a publicly held meeting of the District's Board of Trustees.

The Board Policies subject to this provision are as follows:

- 1. Policy 5400 Leaves of Absence
- 2. Policy 5400F Leaves of Absence Request Form

3. Policy 5401

Sick Leave Bank

4. Policy 5410

Family Medical Leave

5. Policy 5410

Family Medical Leave - Procedure

- 6. Policy 5440 School Holidays
- H. Committees. The Parties agree that the following Committees shall be formed to include representatives from the District Administration as well as the Association. Committees shall consist of a member assigned by the Association President, a member assigned by the Superintendent as representatives of each of the District's respective buildings. Where appropriate, such committees may include other school district stakeholders. The purpose of these committees is to make recommendations to the District's Administration, Superintendent and/or School Board.
- 1. Leadership Committee. The Leadership Committee shall work to address the development of a proposed equitable formula, based on objective criteria, for the distribution of all Leadership Funds allocated by the District through the State's Leadership Allocation.
- a. The composition and activities of the Leadership Committee shall be consistent with the provisions of section 33-1004J, Idaho Code, and shall also include other district stakeholders as mandated by such provision.

- 2. Technology Committee. The Technology Committee shall work to address equitable and necessary technology upgrades and support throughout the school district's buildings and programs.
- 3. Calendar Committee. The Calendar Committee shall work to address the development of a proposed school calendar, taking into consideration the needs of each building and program, for such to be presented to the Board for consideration and possible final approval.
- 4. Professional Development Committee. The Professional Development Committee shall work to identify and discuss the professional development needs and opportunities for each program, school building and grade level as well as the development of a proposed plan/program to address such needs through the available professional development resources available.

At the discretion of the District's Board and/or Superintendent as applicable, the Association President may be invited to participate (directly or through a designee) on other individual Board Committees and/or Administrative Meetings held by the Superintendent where the Board and/or the Superintendent believe that the participation is beneficial to the function of the school district.

District counter to TEA Article 5 G.

- G. Communication.
- 1. The Association and individual Teachers acknowledge that the Board and the Board's Administration are responsible for representing the School District and making public commentary on behalf of the School District.
- 2. The Association and individual Teachers are not prevented from representing themselves, their thoughts and/or their perspectives so long as such statements are within the teacher's First Amendment Right of Free Speech and are not otherwise in violation of the Code of Ethics for Idaho Professional Educators. When making any such statement, the Association and /or any individual teacher must specifically and affirmatively state that they are expressing their own individual opinion and not that of any other school employee, the Board or Administration and that they are not speaking on behalf of the school or the District.

Date	Proposed:	

#### DISTRICT EVLAUTIONS STUDY TEAM.

The Board and the Certificated Professional Teachers recognize the importance of the Evaluation Program at the District and its impact upon the quality of education provided to the District's students and the ability to improve the instructional quality of the Certificated Professional Employees of the District.

The Board and the Certificated Professional Teachers of the District recognize that there have been substantial changes to the state's mandates regarding teacher evaluations in the past three years and that such will continue to evolve during the 2015-2016 school year with the State Board of Education's development/amendment of Rules to be included in the Idaho Administrative Procedures Act addressing evaluations and the impact of the Career Ladder for school district salary apportionment.

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

Expires June 30, 2017

School Board Representative	Association Representative
Date:	Date:

#### **ACCEPTANCE**

All items in this Agreement are presumed to be legal and valid. If any specific item of this Agreement is ruled invalid by any court of law, legislative enactment or by a governmental agency, the District and the Association will enter into negotiations to agree upon a successor clause for the invalidated provision only. The balance of this Agreement will not be affected by such ruling and shall remain in full force.

There are no other agreements or understandings that are not contained in this Agreement and all communications, understandings or "agreements", express or implied, not embodied herein shall be and are null and void and of no legal or enforceable effect.

Any certificated professional employee's Standard Teacher Contract between the Board and the individual teacher shall be subject to and consistent with the terms and conditions of this Agreement.

Consistent with the applicable provisions of the Idaho Code and the Agreement of the Parties, the provisions of this Agreement are effective only for the 2015-2016 school year from July 1, 2015 through June 30, 2016.

This Agreement is signed on the hereto as of the effective date stated herein.	day of	_, 2015 and is binding $\mathbf{u}_{\parallel}$	pon the parties
Chairman, Board of Trustees		President, TEA	
D.i.			
Date:		Date:	

# TEA Salary Counter Proposal 6/3/15

## Placement Criteria

Employees shall be placed on the modified CL SS based on the following:

- Employees placed in cell ≥ 14-15 Salary + 5%
- Employees qualifying for BA placed in Lane 1
- Employees qualifying for BA+24 placed in Lane 2
- Employees qualifying for MA placed in Lane 3

### Grandfather Placement:

• Employees hired prior to 15-16 who do not qualify for Lane 3 (MA) shall be placed in a Grandfather shadow column (Lane 4) to reflect 14-15 salary + 5%

# Full Schedule Report

6/3/2015 13041001 Teton County CL SS + 5% 9/1/2015 - 8/31/2016

## A Service of IEA/NEA Research

# IEA Research/ Negotiations

	ВА	BA+24	MA	GF
Step				
1	32,700	32,700	32,700	
2	34,008	34,008	34,008	
3	35,368	35,368	35,368	
4	36,783	40,145	43,814	
5	38,254	41,751	45,567	
6	39,785	43,421	47,390	
7	41,376	45,158	49,285	
8	43,031	46,964	51,257	
9	44,752	48,843	53,307	53,307
10	46,542	50,796	55,439	55,439
11	48,404	52,828	57,657	57,657
12	50,340	54,941	59,963	59,963
13	52,254	57,139	62,361	62,361

Summary:

Total cost	0 Avg salary	0 New money	0
+ Ongoing	0 + Ongoing	0 % chg cost	0.00
Adjusted cost	0 Avg adj sal	0 Total FTEs	0.00
State sal contr	0	Total index	0.00000