

Agenda – Wednesday, May 20, 2015
Teton School District Teacher Negotiations

Pledge of Allegiance

Statement

Approval of minutes

Bargaining Units

Procedural Agreement

Association Rights

Teacher Evaluations

Grievance Procedure

AGREEMENT

This Agreement is entered into by the Board of Trustees of Teton School District 401 (hereinafter referred to as the Board) and the Teton Education Association (hereinafter referred to as the Association), pursuant to Idaho Code §33-1271 through 1275.

Article 1: BARGAINING UNITS

The Board recognizes the Association as the exclusive bargaining representative for negotiations as defined in §33-1271 of the Idaho Code for all professional certified employees in the District, excluding superintendent, supervisors, and principals.

Article 1 shall be in effect from July 1, 2015 – June 30, 2017

Article 2: PROCEDURE

A. Good Faith Negotiation

The parties agree that their duly designated representatives shall meet and negotiate in good faith with the intent to reach agreement and with such agreement reduced to writing, with respect to terms and conditions of professional employment or any matters affecting such.

B. Negotiations Team

A complete list of the Board's and Association's negotiators shall be exchanged prior to the first negotiation session.

At any given time a negotiator(s) shall act as spokesman for his or her party and other team members shall be allowed to discuss proposals.

In the event a vacancy occurs, the Board and the Association have the right to replace members of the negotiating team.

The negotiators for the Association shall be members of the Teton Education Association and shall be professional employees of the District and the negotiators for the District shall be appointed by the Board.

C. Commencement of Negotiations

Negotiations for the Master Contract shall commence within 30 days of a written request by either party **in the time period between after March 15th and May 15th** of each year.

A complete list of negotiable items shall be submitted at the first negotiation session. Thereafter proposals and counter proposals will be negotiated and agreed upon at regular negotiation sessions. Both parties shall make every effort to address proposals in an organized fashion, as they are presented and received. By mutual consent of both parties, discussion on a proposal may be deferred for a longer period of time.

D. Negotiation Sessions

Negotiation sessions shall take place in open sessions at mutually agreeable times and locations. **Either party may request adjournment of the negotiating meeting at any time.** Collaboration and focusing on positive partnership shall be a mutually agreed upon goal.

Article 3: ASSOCIATION RIGHTS

A. Right to Organize

The Board and the Association agree that the teachers shall have full freedom of association, self-organization, and the designation or representatives of their own choosing. The teachers shall be free from interference, restraint, or coercion by the Board in the selection and designation of formal representatives.

B. Pertinent Information

The Board and the Superintendent agree to supply the Association with requested information, except as prohibited by law or considered private, including but not limited to the following: financial reports budgets, projected budgets, school census data, and the educational degree and placement upon the salary schedule of all teachers.

C. Use of Buildings

The Association and its representatives can use District buildings for meetings.

D. Use of District Equipment

The Association can use District printing equipment for Association business, provided such use does not interfere with normal school use. The Association will reimburse the District for any consumable materials used.

E. Use of School Communication Facilities

The Association can post notices of activities and business on the bulletin boards designated for this use. The District mail service and teacher mailboxes can be used for Association communication.

F. Involvement at Faculty Meetings

Reasonable time shall be provided at faculty meeting to present Association announcements.

G. Association Involvement in Committees

1. The Association President shall be a nonvoting member of all Board committees. In addition, the Association President or his/her designee shall be provided notice and opportunity to attend and participate in any and all committee meetings. It is the intent of the parties that

ARTICLE 4: Grievance Procedure

Article 4A: Employee Grievance Procedure

1. Purpose

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

2. Grievance Procedure

All staff should use this grievance procedure if they believe that the Board, its employees or agents have violated their rights guaranteed by the state and/or federal Constitution. The District, administration and the Association will endeavor to respond to and resolve all initial complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. All resolutions shall be both prompt and equitable, and each employee shall be assured of the opportunity for an orderly presentation of the complaint or grievance as well as a review of the complaint or grievance without fear of reprisal. The pursuit of other remedies by the employee to resolve the situation shall not be impaired; likewise, this grievance procedure is not a prerequisite to the pursuit of other remedies and does not extend any timeline listed below.

3. Informal Resolution

The Board, administration and the Association shall attempt to solve disagreements, complaints, and problems at the lowest possible administrative level before the filing a formal grievance on the part of a complainant.

4. Formal Resolution

The Board, administration, the Association and District employees shall be bound by the procedure established below if a formal grievance is filed.

5. Definitions

- a) Grievance: A written claim by certificated and/or classified employees, group of certificated and/or classified employees or the Association 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.

If the grievant is not satisfied with the disposition of the grievance at any 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 an arbitrator at the discretion of the Association provided notice is given to the Superintendent within the time limits provided.

8. Miscellaneous Provisions

- a) Cooperation: All parties shall cooperate with the investigation of any grievance.
- b) Non Reprisal: No reprisals of any kind shall be taken by the Board, the Administration, or any person covered by this Contract for his or her participation in a grievance procedure. Reprisal includes placement of the grievance into the District employee's personnel file.

Article 4B: Teacher Rights and Responsibilities

1. Personnel file

- a) Files for teachers are created and maintained by the District Office. In conformance with state law, teachers may examine the contents of their own file and review them with 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.
- b) All materials, except closed letters of recommendation, shall be made available at any reasonable time to the teacher for examination upon request.
 - i) Teachers shall receive written notification when anything new is placed in their personnel files. (ID § 33-518)
 - ii) Teachers shall be allowed to write a rebuttal to such documents. (ID § 33-518)
 - iii) Teachers shall be allowed to remove inappropriate materials, materials that are not relevant to the evaluation of the employee, from their personnel files. (ID §33-518)

2. Academic freedom

The Board, the Association, and the Administration recognize the need for teachers to have the freedom to discuss and teach subjects and issues that may be controversial.

The Board, the Association, and the Administration shall encourage and support the concept of academic freedom, recognizing it as a necessary condition to aid in maintaining an environment conducive to learning and the free exchange of ideas and information.

Article 7: Evaluation responsibilities and procedures

The District and the Association have a firm commitment to performance evaluation of District personnel, whatever their category and level, through the medium of a formalized system. At all stages of evaluation certificated employees shall have the right to Association representation. The primary purpose of such evaluation is to recognize best practices, assist personnel in professional development, and in achieving District goals. This policy applies to certificated personnel. Procedures shall differentiate between certificated instructional personnel and certificated pupil services personnel in a way that aligns with the Charlotte Danielson Framework for Teaching, Second Edition.

All formal evaluations must be scheduled with the employee at least ten (10) working days prior to the formal evaluation taking place. Formal evaluations of staff shall include pre/post conferences held within one week prior to and following the formal evaluation. All pre/post conferences shall include administration clarifying the Charlotte Danielson Framework for Teaching, Second Edition.

Each certificated staff member shall receive at least one (1) written formal evaluation to be completed by no later than May 1 for each annual contract year of employment. Written formal evaluations shall include multiple measures that are research based and aligned to the Charlotte Danielson Framework for Teaching, Second Edition. The annual evaluation of certificated personnel shall include a minimum of two (2) documented informal observations, one (1) of which shall be completed prior to January 1.

All formal evaluations must be for a minimum of fifty (50) minutes of uninterrupted teaching and observation time. An observation of less than fifty (50) minutes shall be counted as an informal evaluation.

Objectives

The formal evaluation is designed to do the following:

1. maintain or improve each employee's job satisfaction and morale by letting him or her know that the immediate administrator is interested in his or her job progress and personal development;
2. serve as a systematic guide for administrators in planning each employee's further training;
3. assure considered opinion of an employee's performance and focus maximum attention on achievement of assigned duties;
4. assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized;
5. assist in planning personnel moves and placements that will best utilize each employee's

2. ensuring completed evaluations are returned for filing in personnel files by a specific date;
3. reviewing forms for completeness;
4. identifying discrepancies;
5. ensuring proper safeguards and filing of completed forms;
6. creating and implementing a plan for ongoing training for district administrators and certificated personnel on the District's formal evaluation standards, forms, and process;
7. creating a plan for ongoing review of the District's formal evaluation process that includes stakeholder input from the Association, teachers, and administrators;

Building administrators shall evaluate their certificated personnel and be responsible for the following:

1. continuously observing and evaluating an employee's job performance including a minimum of two documented informal observations annually for certificated personnel, one of which shall be completed prior to January 1 of each year;
2. holding periodic discussions with each employee to discuss job performance;
3. completing informal and formal evaluation forms as required; and
4. completing training as it relates to the District's evaluation expectations.

Evaluation form

An informal and formal evaluation form shall be completed for all certificated personnel. A copy shall be given to the certificated employee. The original formal evaluation shall be placed in each certificated employee's personnel file within five (5) working days of reviewing it with the certificated employee. ID §33-518

Evaluation measures

Sixty-seven percent (67%) of the evaluation of certificated personnel shall be based upon the Professional Practice portion of the Charlotte Danielson Framework for Teaching, Second Edition. The evaluation form shall include at least one (1) of the following as a measure to complete the Professional Practice portion: input received from parents or guardians, or input received from students, and/or the certificated employee's record of the student(s) academic growth. The immediate administrator and the certificated employee, and representation from the Association, if needed, shall determine the manner and weight of parental input, student input, and/or the certificated employee's record of academic student(s) growth on the evaluation form.

4. Professional Responsibilities
 - A. Reflecting on Teaching;
 - B. Maintaining Accurate Records;
 - C. Communicating with Families;
 - D. Participating in a Professional Community;
 - E. Growing and Developing Professionally; and
 - F. Showing Professionalism.

It shall be the responsibility of district administration to discuss and clarify the above Charlotte Danielson Framework for Teaching, Second Edition criteria with certificated personnel.

Meetings with the employees

Discussions between immediate administrators and certificated personnel may be scheduled periodically. During these discussions, an open dialogue should occur that allows the exchange of performance-oriented information. The certificated employee shall be informed of how he or she has performed to date. If the certificated employee is not meeting performance expectations, the certificated employee shall be informed of the steps necessary to improve performance to the desired level. Discussions shall include, but not be limited to, the following: job responsibilities, performance of duties, and attendance. A memorandum for record will be prepared following each discussion and maintained by the immediate administrator.

Informal and formal evaluations shall include a meeting with the certificated employee. At these meetings the immediate administrator shall complete the following:

1. discuss the evaluation with the employee, emphasizing applicable strong and weak points in job performance; commend the employee for a job well done, if applicable, and discuss specific corrective action, if warranted; set mutual goals for the employee to reach before the next performance evaluation; immediate administrators should specifically state methods to correct weaknesses and set new goals, if needed;
2. the certificated employee shall make any written comments he or she desires. The administration shall inform the certificated employee that he or she may submit a written rebuttal of any portion of the evaluation and outline the process for rebuttal. The certificated employee shall initial after the administrator's comments on the evaluation. The certificated employee shall sign and date the evaluation, indicating that he or she has been given a copy of it.

The administrator will forward the original evaluation in a sealed envelope, marked Personnel-Evaluation to the Superintendent or designee for review.

Rebuttals

The employee may file a written rebuttal regarding any portion of the evaluation. The written rebuttal shall state the specific content of the evaluation with which the employee disagrees, a statement of the reason(s) for disagreement, and the requested amendment to the evaluation.

A Service of IEA/NEA Research			
6% increase			
5/20/2015			
TEA			
	BA	BA+24	MA
Step			
1	32,700	36,409	39,358
2	35,028	37,866	40,932
3	36,429	39,380	42,570
4	37,886	40,955	44,272
5	39,402	42,594	46,044
6	40,979	44,297	47,886
7	42,617	46,069	49,801
8	44,322	47,911	51,793
9	46,095	49,828	53,865
10	47,938	51,821	56,020
11	49,856	53,895	58,260
12	51,850	56,051	60,591
13	53,925	58,292	63,014