



# SCHOOL BOARD MEETING AGENDA

Horseshoe Bend School District No. 73

Tuesday, June 16, 2015, 6:30 PM

High School Library

**1.0 CALL TO ORDER / PLEDGE OF ALLEGIANCE**

**2.0 BUDGET HEARING**

- 2.1 Amended Budget Hearing 2014-15
- 2.2 Budget Hearing 2015-16

**3.0 BOARD MEMBER REPORTS**

**4.0 CONFIRMATION/CONSENT AGENDA**

- 4.1 Agenda adjustments
- 4.2 Approve agenda
- 4.3 Adopt minutes from regular & special meetings
- 4.4 Bills of the district

**5.0 PUBLIC FORUM**

Any individual wishing to address the school board must follow the procedures addressed in District Policies 262. [Speakers are limited to three minutes each, and may not make open session comments critical of students, minor children or employees of the district]

**6.0 REPORTS**

- 6.1 Superintendent/K-12 principal briefing

**7.0 OLD BUSINESS (Board actions may occur under Old Business)**

- 7.1 Approve/reject bid for contracting busing

**8.0 NEW BUSINESS (Board actions may occur under New Business)**

- 8.1 Appoint board member to fill Zone 3 and Zone 5 vacancies
- 8.2 Approve certified and classified staff Personnel Reports
- 8.3 Approve May supplemental election results
- 8.4 Approve 2015-16 Master Contract and MOU's

**9.0 POLICY DEVELOPMENT**

- 9.1 2<sup>nd</sup> Reading – Policy 277. Record Retention
- 9.2 2<sup>nd</sup> Reading – Policy 407. Family and Medical Leave Act
- 9.3 2<sup>nd</sup> Reading – Policy 611. High School Graduation Requirements

**10.0 EXECUTIVE SESSION:** Per Idaho Code 67-2345 (A) To consider hiring a public officer, employee, or staff member.

**11.0 ADJOURN**

# **RECORD OF PROCEEDINGS**

## **Minutes for a Regular Board Meeting**

**May 19, 2015 Rescheduled**

**May 20, 2015**

**Horseshoe Bend School District #73**

### **6:30 p.m. – Regular Meeting**

Board member Kerri Pattee-Krosch called the regular meeting to order at 6:34 p.m. Board Members Chris Hall, Rachel Dale, and Jess Cooper were present. At the table was Laura Baker-business manager, Elaine Eberharter-Maki-attorney, and Dennis Chesnut-Principal/Superintendent.

**CONFIRMATION/CONSENT** An addition to the agenda was requested to add Kent Driscoll to the Personnel Report for consideration to hire. Good faith reason: status changed from sub driver to employee. *Chris Hall moved to approve the confirmation/consent agenda with the addition to the Personnel Report. Jess Cooper seconded the motion. Motion carried 4-0.*

**PUBLIC FORUM:** There were no public comments

#### **REPORTS:**

Superintendent/Principal Briefing: Mr. Chesnut presented a report to the board that stated the following:

- The supplemental levy passed with 70% in favor.
- The amended budget for 14/15 was completed by Mr. Schrader. The 15/16 proposed budget is being worked on.
- Two bids were received for transportation services.
- The second negotiation meeting was held this evening.
- The mini house built by Mr. Moore's class is completed. Bids will be accepted through the end of the month.
- SBAC/MAP/IRI Testing is complete for the year.
- Senior projects are finished.
- Superintendent support. Alan Felgenhauer has agreed to serve as a consultant and Cora Larson will be moving out of the 1<sup>st</sup> grade classroom and taking on the role of Title I Teacher/Director and lead elementary teacher.
- Elementary teacher interviews are being scheduled.

Counselor Briefing: Mr. Hennig addressed the board to report that there are 3 students who are in jeopardy of not graduating. The number of scholarships received is up this year from prior years.

**OLD BUSINESS:**

**Policy 554:** This policy is still being reviewed. *Chris Hall moved to table Policy 554 discussion. Jess Cooper seconded the motion. Motion carried 4-0.*

**Personnel Report:**

Mary Hanson, school secretary and Rita Norsworthy, teacher will retire at the end of this school year. Kent Driscoll will be employed as a bus driver. Alexandra Mayer is being offered a teaching position. *Chris Hall moved to accept the personnel report as presented, to hire Alexandra Mayer, teacher Kent Driscoll, driver, and to accept the resignations from Mary Hanson, secretary and Rita Norsworthy, teacher. Rachel Dale seconded the motion. Motion carried 4-0.*

**NEW BUSINESS:**

**Mini House:** The mini house was assessed at having a value you of \$15,000.00. *Jess Cooper moved to accept the assessed value of the mini house as \$15,000.00. Rachel Dale seconded the motion. Motion carried 4-0.*

**15/16 School Calendar:** The significant change to the calendar is the number of Fridays that the teachers will be asked to work. It would be the equivalent of 1 full Friday a month. *Rachel Dale moved to accept the 15/16 School Calendar as presented. Chris Hall seconded the motion. Motion carried 4-0.*

**Bus contracting bids:** 2 bids were received for busing services for the 15/16 school year. Kerri Pattee-Krosch would like to ask for public input on contracting out the busing. *Jess Cooper moved to table the busing contract discussion. Rachel Dale seconded the motion. Motion carried 4-0.*

**POLICY DEVELOPMENT:**

**Policy #277 Record Retention:** The policy was reviewed and option A was recommended. Kerri Pattee-Krosch asked if the HSB staff receives any training on record retention and Mr. Chesnut stated that would be a good idea.

**Policy #407 FMLA** was reviewed and option B was suggested.

**Policy #611 High School Graduation Requirements** This policy was tabled.

*Rachel Dale moved to approve Policy #277 Record Retention with option A and #407 FMLA with Option B for first reading and to table Policy #611 High School Graduation Requirements for further review. Chris Hall seconded the motion. Motion carried 4-0.*

**EXECUTIVE SESSION:** *Rachel Dale moved to go in to executive session pursuant to Idaho Code 67-2345 (D) to discuss records that are exempt from the public at 7:33 pm. Chris Hall seconded the motion. Motion carried by roll call, Kerri Pattee-Krosch "aye", Chris Hall "aye", Rachel Dale "aye", and Jess Cooper "aye".*

Out of executive session at 8:05 pm.

*Chris Hall moved to allow "Student A" to go through the graduation ceremony contingent upon completing at least 50% of courses with a "C" grade or better by May 28<sup>th</sup>. Rachel Dale seconded the motion. Motion carried 4-0.*

ADJOURN: The regular board meeting adjourned at 8:07 pm.

Date

District Clerk

ACCOUNT #	DEPT	VENDOR	PO #	DESCRIPTION	AMOUNT	DATE
100-512390-000-000-0	000000	Boise Office Equipment	000000	Overage charges	66.28	06/10/15
100-515390-000-000-0	000000	Boise Office Equipment	000000	Overage charges	66.29	06/10/15
100-651390-000-000-0	000000	Boise Office Equipment	000000	Overage charges	66.28	06/10/15
**SUB-TOTAL					198.85	
290-710410-000-000-0	000000	Food Services of America	001409	5/4/15 food supplies	380.70	06/08/15
290-710410-000-000-0	000000	Food Services of America	001409	5/18/15 Food supplies	142.14	06/08/15
290-710410-000-000-0	000000	Food Services of America	001409	511/15 Food supplies	295.04	06/08/15
**SUB-TOTAL					817.88	
232-632320-000-000-0	000000	ISB Educational Solutions	000000	Admin Fee	20.64	06/08/15
**SUB-TOTAL					20.64	
100-661331-000-000-0	000000	Idaho Power Company	000000	Annex	71.26	06/08/15
100-661331-000-000-0	000000	Idaho Power Company	000000	Field Pump	5.20	06/08/15
100-661331-000-000-0	000000	Idaho Power Company	000000	Grade School	1,592.50	06/08/15
100-661331-000-000-0	000000	Idaho Power Company	000000	Gym	514.48	06/08/15
100-661331-000-000-0	000000	Idaho Power Company	000000	Middle School	555.63	06/08/15
100-661331-000-000-0	000000	Idaho Power Company	000000	PTE Building	652.22	06/08/15
100-661331-000-000-0	000000	Idaho Power Company	000000	High School	1,187.90	06/08/15
**SUB-TOTAL					4,579.19	
100-631390-000-000-0	000000	Idaho School Board Association	000000	15-16 School District Member Dues	1,379.77	06/08/15
**SUB-TOTAL					1,379.77	
290-710410-000-000-0	000000	J Weil Foodservice Co.	001422	Food Supplies	125.85	06/11/15
**SUB-TOTAL					125.85	
290-710410-000-000-0	000000	Meadow Gold Dairies	001410	5/7/15	210.40	06/08/15
290-710410-000-000-0	000000	Meadow Gold Dairies	001410	5/14/15	240.71	06/08/15
290-710410-000-000-0	000000	Meadow Gold Dairies	001410	5/21/15	157.02	06/08/15
290-710410-000-000-0	000000	Meadow Gold Dairies	001410	Credit	101.69CR	06/08/15
**SUB-TOTAL					506.44	
100-641320-000-000-0	000000	Moreton & Company	000000	Insurance 15/16 Year	28,159.00	06/10/15
**SUB-TOTAL					28,159.00	
290-710410-000-000-0	000000	Northwest Distribution Service	001413	Food Supplies	291.74	06/08/15
290-710410-000-000-0	000000	Northwest Distribution Service	001413	Food Supplies	132.62	06/08/15
**SUB-TOTAL					424.36	
290-710410-000-000-0	000000	Sysco Food Services of Idaho	001640	5/13/15	75.20	06/08/15
**SUB-TOTAL					75.20	
100-656320-000-000-0	000000	Verizon Wireless	000000	Cell Phone	39.44	06/08/15
**SUB-TOTAL					39.44	
100-661410-000-000-0	000000	West Coast Paper	001294	Can Liners/towels/cleaning supply	90.90	06/08/15
100-661410-000-000-0	000000	West Coast Paper	001294	Can Liners/towels/cleaning supply	155.76	06/08/15
100-661410-000-000-0	000000	West Coast Paper	001294	Can Liners/towels/cleaning supply	101.92	06/08/15
**SUB-TOTAL					348.58	
290-710300-000-000-0	000000	Heartland Payment Systems, Inc	001222	Updates for Computer	868.00	06/08/15
**SUB-TOTAL					868.00	
100-681420-000-000-0	000000	B&W Fuels, Inc.	000000	Bus Fuel May	1,312.66	06/08/15
**SUB-TOTAL					1,312.66	
100-661333-000-000-0	000000	Miller Enterprises	000000	May 2015 services	245.50	06/08/15
**SUB-TOTAL					245.50	
100-641310-000-000-0	000000	AdvancED	000000	Accreditation Fees 15/16	750.00	06/10/15
**SUB-TOTAL					750.00	
100-512390-000-000-0	000000	Wells Fargo Financial Leasing	000000	Kyocera Copier	154.42	06/08/15
100-515390-000-000-0	000000	Wells Fargo Financial Leasing	000000	Kyocera Copier	154.42	06/08/15
100-651390-000-000-0	000000	Wells Fargo Financial Leasing	000000	Kyocera Copier	154.41	06/08/15
**SUB-TOTAL					463.25	
243-515390-002-000-0	000000	NORCO	001601	Norco	2,556.10	06/08/15
243-515390-002-000-0	000000	NORCO	000000	Norco	23.98	06/08/15
243-515390-002-000-0	000000	NORCO	000000	Norco	29.76	06/08/15
**SUB-TOTAL					2,609.84	
100-631390-000-000-0	000000	Eberharter-Maki & Tappen, PA	000000	May Legal Fees	3,789.31	06/08/15
**SUB-TOTAL					3,789.31	
100-641320-000-000-0	000000	Idaho World Publishing	000000	Transportation Bid publishing	17.28	06/08/15
**SUB-TOTAL					17.28	
100-512410-000-000-0	000000	Bank of America	000000	Baker - Taylor	17.96	06/10/15
100-651415-000-000-0	000000	Bank of America	001366	USPS mailing	150.85	06/10/15
100-664410-000-000-0	000000	Bank of America	001366	Home Depot Paint for annex	747.41	06/10/15
100-665410-000-000-0	000000	Bank of America	001366	Chevron	52.88	06/10/15
100-665410-000-000-0	000000	Bank of America	000000	Chevron	12.56	06/10/15
233-515550-000-000-0	000000	Bank of America	001366	Wired Bean	151.75	06/10/15
243-515410-002-000-0	000000	Bank of America	001366	Home Depot Consumables	457.48	06/10/15

ACCOUNT #	DEPT	VENDOR	PO #	DESCRIPTION	AMOUNT	DATE
243-515410-002-000-0	000000	Bank of America	001366	Advanced Hardware	184.94	06/10/15
243-515410-002-000-0	000000	Bank of America	001366	Sherwin Williams	167.43	06/10/15
243-515550-001-000-0	000000	Bank of America	001366	Best Buy equipment	201.36	06/10/15
**SUB-TOTAL					2,144.62	
290-710410-000-000-0	000000	Franz Family Bakeries	001411	5/7/15	48.83	06/08/15
290-710410-000-000-0	000000	Franz Family Bakeries	001411	5/14/15	63.44	06/08/15
290-710410-000-000-0	000000	Franz Family Bakeries	001411	5/21/15	45.45	06/08/15
**SUB-TOTAL					157.72	
100-681320-000-000-0	000000	Western Mountain Sales	000000	Air Pressure Issue	247.50	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	60 Day	100.00	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	60 Day	100.00	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	60 Day	100.00	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	60 Day	100.00	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	60 Day	100.00	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	Back Up Alarm	241.52	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	Back Up Alarm	285.89	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	Wiper Delay	413.36	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	Crossover Mirrors	404.98	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	60 Day	131.06	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	Diag Inoperable Lights	842.50	06/08/15
100-681320-000-000-0	000000	Western Mountain Sales	000000	Front Steer, Serv Door	447.41	06/08/15
**SUB-TOTAL					3,414.22	
100-651380-000-000-0	000000	Laura Baker	000000	Reimb Mileage GASB Mtg	24.64	06/08/15
**SUB-TOTAL					24.64	
100-623390-000-000-0	000000	Lumen Touch	001365	15/16 License	3,999.20	06/08/15
**SUB-TOTAL					3,999.20	
100-651390-000-000-0	000000	IASBO	000000	June Conference	200.00	06/08/15
**SUB-TOTAL					200.00	
100-681310-000-000-0	000000	Wienhoff Drug Testing	000000	Pre-Empl Test/ Random Test	110.00	06/08/15
**SUB-TOTAL					110.00	
100-656310-000-000-0	000000	ENA Services LLC	000000	Internet Access charge	4,971.29	06/10/15
**SUB-TOTAL					4,971.29	
290-710410-000-000-0	000000	Gem State Paper & Supply Co	001412	Foil/pan liners	103.04	06/08/15
**SUB-TOTAL					103.04	
100-651310-000-000-0	000000	Cathy Lakey	000000	2M set up and bank recon	756.25	06/10/15
**SUB-TOTAL					756.25	
100-631390-000-000-0	000000	Moore Smith Buxton & Turcke	000000	Negotiations	3,147.02	06/08/15
**SUB-TOTAL					3,147.02	
100-681110-000-000-0	000000	Kent Driscoll	000000	PAYROLL ADVANCE	489.57	06/02/15
100-681110-000-000-0	000000	Kent Driscoll	000000	Payroll advance June 2015	489.57	06/08/15
**SUB-TOTAL					979.14	
243-515410-002-000-0	000000	BIO Corporation	001390	Blades/specimen kit/brain/pigs	619.30	06/08/15
**SUB-TOTAL					619.30	
100-515410-002-000-0	000000	Ingrid Kreitzer	001627	Reimb. for CSI Courses	102.50	06/08/15
**SUB-TOTAL					102.50	
100-681390-000-000-0	000000	IAPT	001641	IAPT Summer Transp Conference	205.00	06/10/15
**SUB-TOTAL					205.00	
***GRAND TOTAL					67,664.98	

CHECK#	DATE	NAME	GROSS PAY	CITY	ST	ZIP
drct-dpst	05/21/15	Alkire, Debra	1,761.18	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Anthony, Christina	1,174.09	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Baker, Laura L	3,392.48	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Beasley, Susan	4,179.56	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Bosley, Maria	908.89	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Bowery, Jesse	254.10	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Carpenter, Trudy	1,922.75	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Chesnut, Dennis	5,679.38	Boise	Id	83703
drct-dpst	05/21/15	Dhuyvetter, Karen	4,132.58	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Dunn, Jay	5,495.58	Middleton	Id	83644
drct-dpst	05/21/15	Feigles, Karen	387.51	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Ferguson, Cecile	970.16	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Garner, Karen	4,007.58	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Gorbet, Susanna	761.57	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Hanson, Mary	2,024.07	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Hennig, Jason	5,307.88	Eagle	Id	83616
drct-dpst	05/21/15	Hodges, Doreen K	4,375.75	Garden Valley	ID	83622
drct-dpst	05/21/15	Hursh, Alison	2,805.47	Boise	Id	83713
drct-dpst	05/21/15	Hutton, Judith	2,645.83	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Josephsen, Marika	2,985.98	Nampa	Id	83686
drct-dpst	05/21/15	Kadel, Twila	4,589.11	Boise	Id	83706
drct-dpst	05/21/15	Kerbein, Mary	999.59	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Kirtland, Valerie	3,723.16	Meridian	Id	83642
drct-dpst	05/21/15	Lane, Staci	47.92	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Larson, Cora	3,121.77	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Lowe, Sierra	270.00	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	May, Tammie	1,550.07	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Molton, Roma	2,299.59	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Moore, Eric	2,770.83	Emmett	Id	83617
drct-dpst	05/21/15	Naragon, Brandi	2,985.41	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Norsworthy, Rita	3,363.07	Boise	Id	83703
drct-dpst	05/21/15	Renfro, Cecilia	1,483.71	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Renfro-Ohge, Kathryn	2,501.82	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Riley, Jennifer	3,813.52	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Ryerse, Parry	2,831.66	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Schrader, Randy K	3,600.00	Garden Valley	ID	83622
drct-dpst	05/21/15	Sullivan, Andrea	3,458.91	Garden Valley	ID	83622
drct-dpst	05/21/15	Thomas, Richard	549.78	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Vinson, LaDonna	969.95	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Wisener, Judy L	634.61	Sweet	ID	83670
drct-dpst	05/21/15	Womack, Suzette	3,372.78	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Young, Linda	1,392.02	Horseshoe Bend	ID	83629
drct-dpst	05/21/15	Zimmerlee, Tammy	1,784.09	Horseshoe Bend	ID	83629
026798	05/21/15	Morganroth, Tamara	65.92	Horseshoe Bend	ID	83629
026799	05/21/15	Green, Dakota	758.95	Horseshoe Bend	ID	83629
026800	05/21/15	Soito, Eric	366.68	Horseshoe Bend	ID	83629
026801	05/21/15	Gatfield, Judith	98.88	Emmett	Id	83617
026802	05/21/15	Sturm, Tracey	99.52	Horseshoe Bend	ID	83629
026803	05/21/15	Kelleher, Jerry	4,457.28	Horseshoe Bend	ID	83629
026804	05/21/15	Costello, Nate	95.00	Horseshoe Bend	ID	83629
026805	05/21/15	Goff, Patrick	1,667.00	Horseshoe Bend	ID	83629
026806	05/21/15	Driscoll, Thomas K	1,006.32	Star	ID	83669
026807	05/21/15	Engelhardt, Richard	1,778.55	Eagle	Id	83616
026808	05/21/15	Heilman, Amanda	871.50	Horseshoe Bend	ID	83629
026809	05/21/15	Elliot, Craig	871.50	Horseshoe Bend	ID	83629
026810	05/21/15	Kitzberger, Jennifer	185.00	Horseshoe Bend	ID	83629
026812	05/21/15	Green, Tahnee	392.50	Horseshoe Bend	ID	83629
026828	05/21/15	Feigles, Kalyn L	550.00	Horseshoe Bend	ID	83629

2:53 PM  
06/03/15

**Horseshoe Bend Middle/High School**  
**Reconciliation Summary**  
Cash, Period Ending 05/31/2015

	<u>May 31, 15</u>
<b>Beginning Balance</b>	59,575.18
<b>Cleared Transactions</b>	
Checks and Payments - 21 items	-3,913.29
Deposits and Credits - 2 items	7,261.32
<b>Total Cleared Transactions</b>	<u>3,348.03</u>
<b>Cleared Balance</b>	<u>62,923.21</u>
<b>Uncleared Transactions</b>	
Checks and Payments - 21 items	-8,491.85
<b>Total Uncleared Transactions</b>	<u>-8,491.85</u>
<b>Register Balance as of 05/31/2015</b>	<u>54,431.36</u>
<b>New Transactions</b>	
Checks and Payments - 4 items	-860.49
Deposits and Credits - 1 item	2,237.89
<b>Total New Transactions</b>	<u>1,377.40</u>
<b>Ending Balance</b>	<u><u>55,808.76</u></u>



2:53 PM

06/03/15

**Horseshoe Bend Middle/High School**  
**Reconciliation Detail**  
**Cash, Period Ending 05/31/2015**

Type	Date	Num	Name	Clr	Amount	Balance
<b>Beginning Balance</b>						59,575.18
<b>Cleared Transactions</b>						
<b>Checks and Payments - 21 items</b>						
Check	4/30/2014	5163	Dave Hargreaves	X	-150.00	-150.00
Check	3/9/2015	4349	T.C. Bird Planetarium	X	-35.00	-185.00
Check	4/13/2015	4375	Wagon's Ho	X	-224.00	-409.00
Check	4/23/2015	4381	Brandi Naragon	X	-242.02	-651.02
Check	4/23/2015	4380	Horseshoe Bend Sc...	X	-50.00	-701.02
Check	5/6/2015	4388	Idaho Sportings Go...	X	-552.63	-1,253.65
Check	5/6/2015	4385	Horseshoe Bend Sc...	X	-405.00	-1,658.65
Check	5/6/2015	4389	Jo Ashbrook	X	-210.00	-1,868.65
Check	5/6/2015	4384	Boise State University	X	-195.00	-2,063.65
Check	5/6/2015	4386	White Horse Grocery	X	-77.40	-2,141.05
Check	5/6/2015	4387	Malissa Meyer	X	-72.08	-2,213.13
Check	5/6/2015	4390	Madison Pratt	X	-20.00	-2,233.13
Check	5/8/2015	4391	Parry Ryerse	X	-40.68	-2,273.81
Check	5/11/2015	4394	Christy Wolsleben	X	-36.50	-2,310.31
Check	5/12/2015	4395	Malissa Meyer	X	-189.18	-2,499.49
Check	5/13/2015	4397	Sonora Restuarant	X	-200.00	-2,699.49
Check	5/14/2015	4398	Malissa Meyer	X	-51.37	-2,750.86
Check	5/15/2015	4399	Dennis Chesnut	X	-28.59	-2,779.45
Check	5/19/2015	4402	Gameface Athletics	X	-684.00	-3,463.45
Check	5/21/2015	4404	Josh Martin	X	-360.00	-3,823.45
Check	5/26/2015	4406	Marika Josephsen	X	-89.84	-3,913.29
<b>Total Checks and Payments</b>					<b>-3,913.29</b>	<b>-3,913.29</b>
<b>Deposits and Credits - 2 Items</b>						
Deposit	5/8/2015			X	7,261.32	7,261.32
Check	5/19/2015	4403	Craig Elliott	X	0.00	7,261.32
<b>Total Deposits and Credits</b>					<b>7,261.32</b>	<b>7,261.32</b>
<b>Total Cleared Transactions</b>					<b>3,348.03</b>	<b>3,348.03</b>
<b>Cleared Balance</b>					<b>3,348.03</b>	<b>62,923.21</b>
<b>Uncleared Transactions</b>						
<b>Checks and Payments - 21 Items</b>						
Check	5/27/2014	5211	Lyn Reinig		-49.48	-49.48
Check	6/10/2014	5225	Sam Chadwell		-250.00	-299.48
Check	10/22/2014	4275	Tim Kalac		-8.00	-307.48
Check	3/5/2015	4342	Karen Garner		-17.00	-324.48
Check	4/7/2015	4367	Bank of America		-121.58	-446.06
Check	4/7/2015	4364	Bank of America		-37.87	-483.93
Check	4/8/2015	4369	Bank of America		-45.00	-528.93
Check	4/9/2015	4371	Emmett High School		-30.00	-558.93
Check	4/15/2015	4378	Bank of America		-853.94	-1,412.87
Check	5/8/2015	4392	Bank of America		-156.05	-1,568.92
Check	5/11/2015	4393	Brandi Naragon		-86.00	-1,654.92
Check	5/13/2015	4396	Tammie May		-20.00	-1,674.92
Check	5/15/2015	4401	Trinity Pines Camp ...		-4,616.00	-6,290.92
Check	5/15/2015	4400	Bank of America		-17.96	-6,308.88
Check	5/26/2015	4407	Madison Pratt		-178.73	-6,487.61
Check	5/26/2015	4405	Bank of America		-125.83	-6,613.44
Check	5/26/2015	4408	Karen Dhuyvetter		-90.10	-6,703.54
Check	5/28/2015	4411	Craig Elliott		-1,565.67	-8,269.21
Check	5/28/2015	4410	Sonora Restuarant		-150.00	-8,419.21
Check	5/28/2015	4409	Jaycie Cazier		-39.79	-8,459.00
Check	5/28/2015	4412	White Horse Grocery		-32.85	-8,491.85
<b>Total Checks and Payments</b>					<b>-8,491.85</b>	<b>-8,491.85</b>
<b>Total Uncleared Transactions</b>					<b>-8,491.85</b>	<b>-8,491.85</b>
<b>Register Balance as of 05/31/2015</b>					<b>-5,143.82</b>	<b>54,431.36</b>

2:53 PM  
06/03/15

**Horseshoe Bend Middle/High School**  
**Reconciliation Detail**  
Cash, Period Ending 05/31/2015

<u>Type</u>	<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Clr</u>	<u>Amount</u>	<u>Balance</u>
<b>New Transactions</b>						
<b>Checks and Payments - 4 items</b>						
Check	6/1/2015	4414	Buck's Bags		-660.00	-660.00
Check	6/1/2015	4413	Herif Jones		-70.00	-730.00
Check	6/1/2015	4415	Mrs. Rogers		-20.00	-750.00
Check	6/3/2015	4416	Idaho Sportings Go...		-110.49	-860.49
<b>Total Checks and Payments</b>					<u>-860.49</u>	<u>-860.49</u>
<b>Deposits and Credits - 1 item</b>						
Deposit	6/1/2015				<u>2,237.89</u>	<u>2,237.89</u>
<b>Total Deposits and Credits</b>					<u>2,237.89</u>	<u>2,237.89</u>
<b>Total New Transactions</b>					<u>1,377.40</u>	<u>1,377.40</u>
<b>Ending Balance</b>					<u><u>-3,766.42</u></u>	<u><u>55,808.76</u></u>

**VISA CHECK CARD LOST/STOLEN NOTIFICATION**

If you believe your VISA Check Card or PIN has been lost or stolen, please call the credit union at 208-467-6583. After business hours and on holidays you should call our processing center (800-754-4128) collect to report lost or stolen cards.

**SEND INQUIRES TO:**  
 CLARITY CREDIT UNION  
 P.O. BOX 500  
 NAMPA, IDAHO 83653



Return Service Requested

Horseshoe Bend High-Middle School,  
 398 School Drive  
 Horseshoe Bend, ID 83629-8099

Acct. No.: 1610361 Statement Date

May 31, 2015

Page: 1



**Make Your Summer Sweeter!**

**Skip a Loan Payment for June or July.**

Put some extra cash in your pocket this summer. **\$25.00 per loan.**

Portion of the fee benefits Children's Miracle Network.



208.467.6583 | claritycu.com



**< SUMMARY OF ACCOUNTS >**

Account Description	Balance	YTD Div	YTD W/H	Rate	Int Paid	Pmt Amount	Next Pmt
RS :00 REGULAR SHARES	25.00	0.00	0.00				
SD :00 SHARE DRAFT	62923.21	0.00	0.00				
<b>YTD TOTALS</b>		<b>0.00</b>	<b>0.00</b>		<b>0.00</b>		

**< REGULAR SHARES - RS :00 >**

Prev Balance 25.00 | 0 Deposits 0.00 | 0 WD/Other 0.00 | Balance 25.00

APYE=Annual Percentage Yield Earned

	Total For This Period	Total Year-to-Date
Total Overdraft Fees	0.00	0.00
Total Returned Item Fees	0.00	0.00

YTD Dividends 0.00  
 YTD Div W/H 0.00

**< SHARE DRAFT - SD :00 >**

Prev Balance 59575.18 | 1 Deposits 7261.32 | 21 WD/Other 3913.29 | Balance 62923.21

Date	Amount	Balance	Description
05/07	-50.00	59525.18	Withdrawal: Draft Clearing # 4380
05/07	-150.00	59375.18	Withdrawal: Draft Clearing # 5163
05/08	-552.63	58822.55	Withdrawal: Draft Clearing # 4388
05/08	-210.00	58612.55	Withdrawal: Cash Draft # 4389
05/09	7261.32	65873.87	Deposit: Cash & Check
05/12	-40.68	65833.19	Withdrawal: Draft Clearing # 4391
05/12	-77.40	65755.79	Withdrawal: Draft Clearing # 4386
05/12	-195.00	65560.79	Withdrawal: Draft Clearing # 4384
05/12	-20.00	65540.79	Withdrawal: Mult Trans- IHC Correction # 4390
05/13	-72.08	65468.71	Withdrawal: Draft Clearing # 4387
05/15	-405.00	65063.71	Withdrawal: Draft Clearing # 4385



2:54 PM

06/03/15

**Horseshoe Bend Middle/High School**  
**Account Listing**  
June 3, 2015

<u>Account</u>	<u>Balance Total</u>
Cash	55,808.76
21st CCLU	730.42
Activity Cards	6,070.00
Art Fees	284.97
Athletics	493.04
Bad Checks/Service Charge	60.00
Bank Fees	0.00
Bank Interest	0.00
Baseball Field Fundraiser	3,038.04
Baseball Fundraiser	914.78
Booster Club	985.05
Boys Basketball Fundraiser	376.40
BPA	634.22
Class of 2014	216.21
Class of 2015	154.05
Class of 2016	29.89
Class of 2017	0.00
Class of 2018	0.39
Class of 2022	375.98
Class of 2023	180.19
Classroom Supplies	1,064.59
Cross Country Fundraiser	449.57
Elementary	1,175.83
FFA	2,527.80
Field Trips	0.00
Football Fundraiser	2,669.25
Girls Basketball Fundraiser	1,838.33
Go On	152.65
Graduated Classes	3,552.72
HS Library Fund	124.08
Locks	28.77
MS Football Fundraiser	268.00
MS girls athletic fundraiser	955.00
MS Lab Fees	1,018.11
MS Library Fund	191.63
MS Student Council	641.36
Musc Department	199.58
National Honor Society	2.60
Outdoor School	4,971.44
Pop	775.23
Postage	0.00
Pre-Pays	0.00
Robotics	85.75
Sales Tax	315.22
Scholarships	2,122.50
Science Fees	179.00
Science Fundraiser	83.22
Shop Fees	5,445.95
Shop Projects	367.55
Ski Club	207.20
Softball Fundraiser	316.27
Spanish Club	108.85
Special Events	0.00
Staff Fund	287.04
Student Government	1,082.92
Technology	2,995.03
Test Fees	0.00
Track Fundraiser	1,239.28
Travel Club/Close Up	956.21
TSA	49.20
Volleyball Fundraiser - Varsity	1,882.60
Volleyball JV Fundraiser	333.25
Yearbook - High School	601.55
Yearbook - Middle School	0.00

Caldwell Transp.

**REGULAR SCHOOL ATTENDANCE ROUTES**

The undersigned having familiarized him/herself with all the conditions affecting the cost of the contract, and with the contract documents, including advertisement for bids, information to bidders, etc. specifications and exhibits issued and attached to the specification on file in the office of the Horseshoe Bend School District #73, 398 School Dr., Horseshoe Bend, ID, 83629, hereby submits the following bids:

**COST PER DAY FOR ROUTE #1** \_\_\_\_\_ **\$ 220.00**  
Route price based on 36 miles per day

**COST PER DAY FOR ROUTE #2** \_\_\_\_\_ **\$ 220.00**  
Route price based on 44 miles per day

**COST PER DAY FOR ROUTE #3** \_\_\_\_\_ **\$ 220.00**  
Route price based on 66 miles per day

- \*See Note #1
- \*See Page 19 Section 28, Paragraph A, (3)

**REGULAR ROUTES TO AND FROM SCHOOL PER DAY**

**TOTAL COST (based on total cost per day)** \_\_\_\_\_ **\$ 660.00**

**COST PER MILE FOR FIELD TRIP BUS** \_\_\_\_\_ **\$ 1.50**

**MINIMUM CHARGE FOR FIELD TRIP BUS** \_\_\_\_\_ **\$ 38.70**

**(Optional) COST PER HOUR FOR FIELD TRIP BUS** \_\_\_\_\_ **\$ 15.60**

**COST PER MILE FOR EXTRA-CURRICULAR ACTIVITY BUS** \_\_\_\_\_ **\$1.50**

**MINIMUM CHARGE FOR EXTRA-CURRICULAR ACTIVITY BUS** \_\_\_\_\_ **\$ 38.70**

**(Optional) COST PER HOUR FOR EXTRA-CURRICULAR ACTIVITY BUS** \_\_\_\_\_ **\$ 15.60**

**COST PER MILE FOR SUMMER SCHOOL BUS** \_\_\_\_\_ **\$ Negotiate**

**COST PER MILE OF VEHICLE(S) AVAILABLE FOR SPECIALTY TRIPS** \_\_\_\_\_ **\$ Negotiate**

**NOTE #1 Additional Rates Bid:**

- **Excess Hours / Additional Driver Charge:** \$ 15.60
- **Excess Miles Charge:** \$ .95

**NOTE #2 Additional Rates not allowed per bid form:**

- **Special Needs - \$ 293.00 cost per day/per bus**

## Clarifications for Caldwell Transportations Bid

- Caldwell Transportation will purchase the buses currently owned by Horseshoe Bend School District. The Horseshoe Bend School District and Caldwell Transportation will negotiate the price for the buses from the 2015 Yellow School Bus Book
- The Route Rate per day is based on Horseshoe Bend School District allowing Caldwell Transportation to store the buses on School District property.
- All Bus Routes mileage start and end at the bus storage location.

SECTION 29

BID FORM:

Rates submitted on the Bid Form are to be used for information purposes by the School in calculating and evaluating the bids submitted and to assist in determining the "Lowest Responsive Responsible Bidder." Bid award will not be based on cost alone (see Bid Evaluation Sheet), but on a complete evaluation of the entire bid submitted, as per the Bid Procedures and Specifications. Changing or alteration of the bid form may cause bid to be rejected.

The bidder acknowledges that (s)he has read and agrees to all terms and conditions of Bid Procedures and Specifications concerning the Horseshoe Bend School District #73 Transportation Requirements, including the Bidder Questionnaire and hereby submits the following bid:

Transportation for the 2015-16 school years under the following terms and conditions:

REGULAR SCHOOL ATTENDANCE ROUTES

The undersigned having familiarized him/herself with all the conditions affecting the cost of the contract, and with the contract documents, including advertisement for bids, information to bidders, etc. specifications and exhibits issued and attached to the specification on file in the office of the Horseshoe Bend School District #73, 398 School Dr., Horseshoe Bend, ID, 83629, hereby submits the following bids:

COST PER MILE FOR ROUTE #1 \$ 298.00 Per Day

COST PER MILE FOR ROUTE #2 \$ 298.00 Per Day

COST PER MILE FOR ROUTE #3 \$ 298.00 Per Day

REGULAR ROUTES TO AND FROM SCHOOL PER DAY

TOTAL COST (based on total miles per day) \$ 894.00 Per Day

COST PER MILE FOR FIELD TRIP BUS \$ 1.66

MINIMUM CHARGE FOR FIELD TRIP BUS \$ 110.00

(Optional) COST PER HOUR FOR FIELD TRIP BUS \$ 55.00

COST PER MILE FOR EXTRA-CURRICULAR ACTIVITY BUS \$ 1.66

MINIMUM CHARGE FOR EXTRA-CURRICULAR ACTIVITY BUS \$ 110.00

(Optional) COST PER HOUR FOR EXTRA-CURRICULAR ACTIVITY BUS \$ 55.00

COST PER MILE FOR SUMMER SCHOOL BUS Rate Per Hour (2 Hour Min) \$ 55.00

COST PER MILE OF VEHICLE(S) AVAILABLE FOR SPECIALTY TRIPS \$ 1.66 (Minimum of \$110)

• There is no request for rate for a Bus Attendant, Special Needs Busing or Driver Down Time

Horseshoe Bend School District - Student Transportation Request for Proposals

Updated on 3/12/15

*Hershow's*



- Placed these items in Attachment A of the proposed contract and can be agreed upon once Harlow's is awarded the contract.

All payments made under this sub-section shall be irrespective of the bus capacity.

On or before the 23<sup>rd</sup> day of each month of each school year covered by this contract, Contractor shall submit to the district a bill that shall include a detailed account showing the mileage covered in each category of transportation furnished during the preceding month. On or before the 24<sup>th</sup> day of the month in which the bill is submitted, the District agrees to pay contractor the contract price for those services that it shall find to have been rendered.

The bidder understands that the District reserves the right to reject any and all bids and to waive any informality in the bidding. No bidder may withdraw his bid after the hour set for the opening thereof, or before the award of the Contract, unless award is delayed for a period exceeding thirty days.

Upon receipt of written notice of the acceptance of this bid, bidder will execute a formal contract and bidder acknowledges that he is familiar with the general form and context of the formal contract.

  
SIGNATURE OF BIDDER

### SAMPLE PAYMENT SCHEDULE

Date of Service	Authorization	Organization	Destination	Mileage	Type	Amount
May 13, 2015	AD – Mark Dixon	Track Team	Napa ID	185	#14	\$355.66

Another Way, Harlow's Provides a Monthly Detailed XLS File (Sample Below)

Date	Sports Activities Description	Miles	Rate	Total	Waiting	Time	Total	Total
					Hours	Rate		
		185	\$ 1.66	\$ 307.10	3.75	\$ 12.95	\$ 48.56	\$ 355.66
		0	0	-	0	0	-	-
		Summary		\$ 307.10	3.75		\$ 48.56	\$ 355.66

# Horseshoe Bend School District PERSONNEL REPORT

## CERTIFIED STAFF – Recommend to Hire

### **K-5 Staff**

Val Kirtland  
Cora Larson  
Karen Garner  
Andrea Sullivan  
Suzette Womack  
Brandi Naragon

### **Middle School Staff**

Marika Josephsen  
Twila Kadel  
Jay Dunn

### **High School Staff**

Parry Ryerse  
Karen Dhuyvetter  
Jennifer Riley  
Judy Hutton  
Alison Hursh  
Doreen Hodges  
Jason Hennig  
Eric Moore  
Susan Beasley

# Horseshoe Bend School District PERSONNEL REPORT

## **CLASSIFIED STAFF – Recommend to Hire**

### **Food Service**

Trudy Carpenter  
Maria Bosley  
Sue Kerbein

### **Transportation**

Roma Molten  
Richard Englehardt  
Trudy Carpenter

### **Maintenance / Janitorial**

Jerry Kelleher  
Richard Englehardt  
Richard Thomas  
Tammy Zimmerlee

### **Library**

Tammie May

### **21s CCLC**

Kathy Renfro-Ohge

### **Para-Professional**

Cecile Ferguson  
Tina Anthony  
Debbie Alkire  
LaDonna Vinson

### **Business Management**

Laura Baker

### **Administrative Assistant**

Cecilia Renfro

# COUNTY CLERK CERTIFICATION OF RESULTS

STATE OF IDAHO

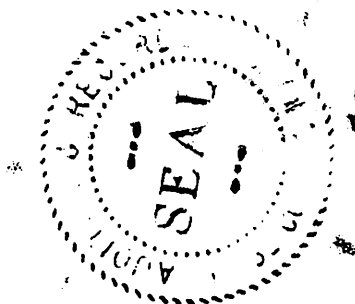
COUNTY OF

Boise

} ss.

I, Mary T. Prisco, County Clerk of  
said county and state, do hereby certify that the attached is a full,  
true and complete copy of the abstract of votes for the candidates  
therein named and/or the questions as they appeared on the  
election ballot on May 19th, 2015 for the  
Horseshoe Bend School District  
as shown by the record of the Board of Canvassers filed in my  
office this 29th day of May, 2015.

Mary T. Prisco  
County Clerk



(County Seal)

**BOISE COUNTY OFFICIAL RESULTS  
MAY 19, 2015 ELECTION**

	BALLOT QUESTIONS	
	DISTRICT NAME	
Precinct	Shall the Board of Trustees of Horseshoe Bend School District No. 73, Boise County, Idaho, be authorized and empowered to levy a two-year supplemental levy, as permitted by law, in the amount of \$300,000 for a period of 2 years for the purpose of maintaining current programs for the fiscal years beginning 7/1/15 and ending 6/30/17?	
	YES	NO
40 HSB	310	126
90 ABS	2	8
CO. TOTAL	312	134

BOISE COUNTY OFFICIAL RESULTS  
MAY 19, 2015 ELECTION

VOTING STATISTICS					Precinct
% of Registered Voters That Voted	Number of Ballots Cast	Total Number of Registered Voters	Number Election Day Registrants	Total Number of Registered Voters at Cutoff	
16.5%	186	1,124	5	1,119	30 GV
46.2%	436	944	54	890	40 HSB
34.5%	51	148	0	148	60 LWM
	18				90 ABS
31.2%	691	2,216	59	2,157	CO. TOTAL

**Master Contract**  
And Procedural Negotiations Agreement

**2015-16**

Between the  
Horseshoe Bend School District  
And the  
Horseshoe Bend Education Association

**Table of Contents**

**SECTION 1 CERTIFICATED EMPLOYEES AGREEMENT.....3**

ARTICLE I - RECOGNITION .....4

ARTICLE II - ACADEMIC FREEDOM .....4

ARTICLE III - EQUITABLE TREATMENT .....4

ARTICLE IV - SALARIES AND BENEFITS .....5

ARTICLE V - LEAVES .....9

ARTICLE VI - PERSONNEL RECORDS .....14

ARTICLE VII - REDUCTION IN FORCE .....14

ARTICLE VIII - EVALUATION PROCEDURE .....15

ARTICLE IX - GRIEVANCE PROCEDURE .....15

ARTICLE X - DISCIPLINE OR DISMISSAL FOR CAUSE .....18

ARTICLE XI - STAFF INVOLVEMENT .....18

**SECTION 2 PROCEDURAL AGREEMENT FOR NEGOTIATIONS .....19**

ARTICLE I - RELATIONSHIP COMPACT BETWEEN SCHOOL DISTRICT #73 AND HBEA .....20

ARTICLE II - PARTIES AND PURPOSE .....20

ARTICLE III - DEFINITIONS .....20

ARTICLE IV - REPRESENTATION AND RECOGNITION .....21

ARTICLE V - SCOPE OF NEGOTIATIONS .....22

ARTICLE VI - BARGAINING TEAMS .....22

ARTICLE VII - INITIATING NEGOTIATIONS .....22

ARTICLE VIII - NEGOTIATION SESSIONS .....23

ARTICLE IX - AGREEMENT AND RATIFICATION .....23

ARTICLE X - MEDIATION .....24

ARTICLE XI - NEGOTIABLE MATTERS .....24

ARTICLE XII - GROUND RULES FOR NEGOTIATIONS SESSIONS .....24

ARTICLE XIII - INFORMATION .....25

ARTICLE XIV - RIGHTS OF THE BOARD .....25

ARTICLE XVI - ASSOCIATION RIGHTS .....25

**SECTION 3 GENERAL PROVISIONS AND ACCEPTANCE .....27**

ARTICLE I - GENERAL .....28

ARTICLE II - DURATION .....28

ARTICLE III - ACCEPTANCE .....29



# CERTIFICATED EMPLOYEES AGREEMENT

## SECTION 1

ARTICLE I  
Recognition

- A. The Horseshoe Bend Board of Trustees (“The Board”) recognizes the Horseshoe Bend Education Association (“The Association”) as the exclusive bargaining representative for the purposes of negotiations.
- B. The term “certificated non-administrative personnel” shall mean any certificated personnel for which the Association is the exclusive representative for the purpose of negotiations as defined in Idaho Statute.
- C. The term “employee” as used in this section shall mean “certificated, non-administrative personnel.”

ARTICLE II  
Academic Freedom

- A. As a vital component of academic freedom, teachers shall be free to present instructional materials, which are pertinent to the subject and levels taught within the outlines of appropriate course content and within the instructional program. All issues that are sensitive, controversial, and/or disruptive to the education process shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety.
- B. A teachers’ freedom of speech should not be used to persuade students to their opinion.
- C. Teachers shall follow District policy get prior approval from the Principal and/or Superintendent when intending to cover a controversial topic in their daily lesson plans.
- D. None of the above will affect instructional curriculum prescribed and/or outlined in District policy or in State Department of Education or Idaho Board of Education policy or guidelines.

ARTICLE III  
Equitable Treatment

- A. The provisions of this Agreement shall be applied without discrimination as provided by the state and federal laws.
- B. The Board agrees that it will not discriminate against certificated employees because of their membership in employee organizations.

counted only if the experience was in an accredited public or private school. All Credit(s) earned beyond the BA Degree and which are in the field of education or toward an advanced degree, or in the individual's major/minor field of study will be recognized for placement and/or advancement on the salary schedule.

**Supplemental Salary Schedule  
2015-2016**

A salary is established when a program is offered outside of classroom time.

The administration will determine which contracts will be issued annually based upon need and completion of duty/season.

<b>POSITION</b>	<b>SALARY</b>
Athletic Director	2,230
Assistant Athletic Director	1,500
Head Varsity Football	2,240
Assistant Football	1,493
Head Varsity Volleyball	2,230
Assistant Volleyball	1,493
Head Cross Country	1,243
Head Track	1,743
Assistant Track	991
Head Softball	1,743
Assistant Softball	991
Head Baseball	1,743
Assistant Baseball	991
Head Basketball	2,360
Assistant Basketball	1,493
<hr/>	
MS Volleyball	870
MS Track	870
MS Basketball	870
MS Football	870
<hr/>	
Junior Class Advisor	700
Senior Class Advisor	700
Yearbook	500
National Honor Society	250
Student Council	300
BPA	500
Vo Ag – Friday Day	1,500
<hr/>	

**D. Initial Placement**

1. Prior teaching experience outside the District may be counted for salary purposes. Years of service will be evaluated by the superintendent and placement made on the salary schedule. No credit will be given for substitute teaching or less than three-quarters (3/4) of a year of teaching.
2. All State or Board approved Credit(s) earned after the conferring of the Bachelor Degree will be accepted as additional professional preparation for initial placement.

**E. Salary Schedule Advancement**

1. All State or Board approved Credit(s) earned after the conferring of the Bachelor Degree will be accepted as additional professional preparation for advancement on the salary schedule.
2. Certificated employees who have worked full-time in the District for a period of time equivalent to one (1) school calendar year shall be advanced one (1) step on the salary schedule for the following year. Step advancement of half-time (.5 FTE), or less, employees shall require two (2) calendar years.

**F. Payroll Deductions**

The Board of Trustees will direct the Superintendent to develop policy and procedures to allow for appropriate payroll deductions. These deductions may include approved banking institutions, vendors, savings plans, health and medical insurance and teacher association deductions.

**G. Salaries for Coaching and Activities**

1. All coaching and activities openings will be first opened to the staff and posted at each building for five (5) days.
2. The Board will determine which contracts will be issued for extra duty assignments in accordance with Idaho law.
3. Nothing herein shall prevent the Board from removing an extra duty assignment from an employee with appropriate reduction of extra-curricular salary from pre-existing levels. Idaho Code Section 33-515.
4. Each extra-curricular employees, excluding athletics, will receive a non-binding notice of intent regarding employment for the successive year, as part of the annual evaluation.

#### H. Unanticipated Funds Clause

In the event that there is an unexpected increase in the unit distribution factor, the Board agrees to the following:

1. NOTE: Each year after the conclusion of the legislative session, the State Department of Education certifies to the Idaho school districts a unit distribution factor. This unit distribution factor is based on projected financial and average daily attendance data. The unanticipated funds referred to herein would be the difference between the projected unit distribution factor provided in April/May and the final unit distribution factor determined at year-end.
2. For the 2015-2016 school year, the parties agree that any and all unanticipated funds as described herein shall be applied at the discretion of the Board consistent with its legal duties and obligations.

#### I. Insurance Benefits

1. For the 2015-2016 school year, the Board shall contribute seventy-five percent (75%) of the health insurance premium and one hundred percent (100%) of the dental premium for each certificated employee, which for the 2015-2016 contract year will be a total of \$422.00 per month per certificated employee who opts into the District's health insurance and dental coverages. Vision premiums for employees and dependent (child, children, spouse) coverage for health, dental and/or vision insurance shall be at the employee's expense.
2. Each employee may participate in the Section 125 Plan and select optional benefits to the extent allowed by law. The optional benefits offered shall be:
  - Salary Protection (disability) Insurance
  - Individual Term Life (Section 79)
  - Intensive Care Insurance
  - Cancer Insurance
  - Two Party Dental
  - Individual and Family Dental
  - Individual and Family Vision
  - Flexible Benefit Plan Options
  - Life Insurance
3. Insurance benefits will be calculated and the cost of premiums shared by the

school district and the employee. No insurance benefits will be provided to those who work less than half-time. Unless otherwise required by the District's health insurance carrier policy or the Affordable Care Act, the example below is based on a six (6) period day of instructional time:

a. Secondary Schools:

4 or more classes = 100% benefits  
3 classes = 50% benefits  
1 to 2 classes = no benefits

b. Elementary Schools and Other Certificated Staff:

Full-day contract= 100% benefits  
Half-day contract = 50% benefits

ARTICLE V  
Leaves

\*All leaves will be pro-rated for employees working less than full-time based on their established work day.

A. Sick Leave

1. At the beginning of each school year, each full-time certificated employee will receive nine (9) days of sick leave per school year.

Any employment over nine (9) months earns one (1) day of sick leave per month.

2. The unused portion of such allowance shall accumulate from year to year without limitation. The District shall track and record accumulated sick leave in hourly increments and provide such record to employees upon request. Unused sick leave shall be governed in accordance with Idaho Code Sections 33-1216 through 1218 and 33-1228. Employees shall not receive compensation for unused sick leave from the District.
3. Sick leave is to be used for absences caused by physical illness, mental illness (visiting a counselor, psychiatrist or psychologist), accidents, or disabling conditions or if the same conditions exist in the immediate family. The immediate family will include spouse, children, parents, sisters, brothers, grandchildren and grandparents by blood or marriage. In addition any person living with the employee and dependent on the employee for financial or physical support shall be considered immediate family.

4. In the event of an emergency school closure, personnel who have arranged for sick, personal and bereavement leave shall not be charged for that leave.
5. In the event that an employee has missed three (3) consecutive days the administration has the right to request a doctor's written verification, provided that the Board retains the authority, upon reasonable basis, to require proof of illness at any time (Idaho Code 33-1216(b)).

**B. Sick Leave Bank**

1. Each employee of the District covered by this contract may participate in the District sick leave bank. To participate each employee shall contribute two (2) days of his/her earned sick leave days, members may continue to contribute days to the bank throughout the school year. Sick leave days thus contributed shall be deducted from the individual's annual sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees 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.
2. Application for use of the 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. If the committee deems necessary, it shall require proof of illness from a licensed physician at the time of application and from time to time after a grant has been made.
3. The committee shall have the authority to establish such guidelines, as it deems necessary to implement this program. Guidelines shall have the approval of the Association and the Board of Trustees of the District. 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.
4. In order for a certificated employee 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 and (2) have been absent from work due to illness or accident for all of his/her accumulated sick leave days.
5. The final date for entry/exit in the bank will be May 1 of each year. Once an employee is entered in the bank, they remain until the written notice is given to withdraw.
6. The maximum number of days that can be granted to a member in any one fiscal year will be limited to no more than one half of the accumulated number of days

in the sick leave bank (unless by a unanimous vote of the sick leave bank committee). The number of sick leave days granted should not exceed the number of days absent from work due to illness or accident.

7. Bank grants to individual employees will not be carried over from one fiscal year to another and all such grants will end at the termination of the fiscal year. If a certificated employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank.
8. The sick leave bank committee shall consist of three (3) members, two elected by the Association and one representing the District. The committee shall develop and distribute rules and procedures for orderly administration of the bank not inconsistent with the terms of this agreement. The committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's record.
9. The sick leave bank committee will meet at least once a year (suggested around May 15) to review new members, exiting members, and issues. The District Clerk and Horseshoe Bend Education Association President will make sure forms are given to new employees during opening in-service dates.

C. Bereavement Leave

1. Bereavement leave may be used for any relative residing in the employee's household or the following family members: spouse, mother, father, daughter, son, brother, sister, aunt, uncle, nephew, niece, grandparent and grandchild by blood or marriage.
2. An employee suffering the loss of an applicable relative may take bereavement leave with pay for up to three (3) days per occurrence. An employee may take an additional two (2) days of sick leave, for a maximum of five (5) days per occurrence of in-state bereavement leave.
3. If the bereavement requires leaving the state up to an additional five (5) days of sick leave may be used.
4. Bereavement leave is non-accumulative.

D. Personal Leave

1. Each employee shall be entitled to three (3) personal leave days per year. Personal leave may be used for any reason deemed necessary by the employee. Advance notice of the days will be given when possible using the District



provided form. Personal days may be taken as full or half days at the discretion of the employee.

2. Only ten percent of the staff will be granted personal leave requests for extended leaves before or after school holidays. Requests will be granted on a “first submitted” basis, or in the immediate Supervisor’s discretion if necessary to differentiate between multiple requests submitted simultaneously. The Superintendent may agree, in his or her sole discretion, to grant additional personal leave requests under extenuating or unusual circumstances.
3. Personal leave must be used in the current year and shall not accumulate. For unused personal leave each certificated staff member shall receive an amount of money equivalent to fifty dollars (\$50) per unused personal leave days per fiscal year. Such payment will be in the June check.

E. Civic Duty Leave

Civic duty leave shall apply to court-required appearances for that portion of the day that attendance is required. Leave with pay will be granted for a jury summons or a witness subpoena.

The employee will be asked to submit remuneration received from carrying out civic duty except for mileage, parking, and reimbursement for meals. Idaho Code Section 2-201.

F. Professional Leave

Paid leave will be granted at the discretion of the administration to any School District employee. The purpose of Professional Leave is for the professional advancement of the employee and the improvement of the educational process of the School District.

G. Military Leave

The district will grant unpaid leave to employees who are members of a military reserve unit to meet military obligations when a written request is made in accordance with Idaho Code 65-501. The employee is obligated to communicate with the district regarding his/her expected return date while serving in the reserve and to either return to the district or resign when the obligation has been fulfilled. Employees may use personal leave to cover absences.

H. Family and Medical Leave

All eligible employees of this district may take leave as provided by the Family and Medical Leave Act (FMLA). The FMLA entitles eligible employees to take up to twelve

(12) weeks of unpaid, job-protected leave each year for specified family and medical reasons. Idaho Code Section 33-1216, Family and Medical Leave Act of 1993, 29 USC 2654, 58 CFR 31812 through 31839, District Policy #407. "Eligible employees" means eligible pursuant to the FMLA, not eligible pursuant to this agreement.

I. Extended Leave

1. After each seven (7) years of continuous service in this District a certificated employee may request a one (1) year leave of absence.
2. Continuing professional employees may be granted leaves of absence without pay for up to one year. Employees should apply for leave before April 15 of year preceding leave. In the case of medical emergency or family illness, the deadline may be waived. A limit of two (2) employees may apply for extended leave per calendar year. Requests will be granted on a "first submitted" basis, or in the immediate Supervisor's discretion if necessary to differentiate between multiple requests submitted simultaneously. The Superintendent may agree, in his or her sole discretion, to grant additional extended leave requests under extenuating or unusual circumstances. Upon return from such leave, the professional employee will be guaranteed an equivalent position held prior to the commencement of the leave.
3. No advancement will be accrued on the salary schedule or for retirement purposes for the duration of the leave. Employees granted extended leaves will inform the District, in writing, of their intent to return to work on or before April 15 preceding September 1, the next school year. Failure to do so will result in employee's termination of all rights granted under this agreement.
4. A certificated employee may remain a part of the group insurance plan during his/her extended leave as allowed by group carrier. The certificated employee will be responsible for paying the monthly premiums.

J. Association Leave

1. This District will allow 6 days absence, with pay, to the aggregate (not individually) of the certificated and non-certificated personnel to attend association activities including: those days provided by Idaho Code, such as IEA state level meetings, Board of Director's meetings and Delegate Assembly. Notification of this absence shall be given in writing to the principal at least three (3) days prior to the absence. The employee will use the district forms for leave requests.
2. Other Association leave days shall be provided with the Association paying the cost of the substitute and with the following conditions:

- a. There is a substitute available.
- b. The Association has agreed to pay the cost of the substitute.
- c. The leave period will not extend a vacation or occur during parent-teacher conferences.
- d. The principal and superintendent approve the request in advance.

K. Absence Without Pay

Deductions for approved personal absences not authorized in the preceding circumstances shall be on the basis of the individual pro-rated salary of each day absent.

ARTICLE VI  
Personnel Records

- A. This district will maintain a personnel file for each employee. Each file will contain any and all material relevant to the evaluation of the employee. Timely notice will be given to the employee of all materials placed in the personnel file. The employee will have the right to attach a rebuttal to any materials that are objected to by the employee.
- B. Personnel files are confidential with the exception of information contained in the file pertaining to public service or employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace and employing agency.
- C. An employee has the right to access his or her own personnel file upon request and will be provided copies of materials contained in the file. However, an employee is not entitled to access letters of recommendation or material used to screen and test for employment.
- D. An employee into whose file a letter of reprimand has been placed, may request of his/her immediate supervisor after three (3) years of the placement of said letter that a letter of clarification be attached affirming that the behavior has not reoccurred. The supervisor shall attach the requested letter of clarification.
- E. District administration of certificated employee personnel files shall be in accordance with applicable law, including Idaho Code 33-1210; 9-340(3)(a); 33-5170); and 33-518 and/or other applicable state and federal laws.

ARTICLE VII  
Reduction in Force

Should it become necessary to reduce staff, the Board shall comply with relevant Idaho statutes.

**ARTICLE VIII**  
**Evaluation Procedure**

Evaluation procedures shall be consistent with relevant Idaho statutes. An employee receiving an “unsatisfactory” evaluation may appeal that determination in accordance with the grievance procedure described in Article IX.

**ARTICLE IX**  
**Grievance Procedure**

- A. The purpose of this grievance procedure is to secure, at the lowest administrative level possible, a solution to address a grievance.
- B. Guidelines:
  - A written grievance shall meet the following specifications:
    - It shall be specific, stating the specific section of the contract or district policy which has been allegedly violated and the manner in which it has been violated.
    - It shall state the date of the alleged violation.
    - It shall contain a synopsis of the facts giving rise to the alleged violation.
    - It may include a list of witnesses, if appropriate.
    - It shall state the relief requested.
    - It shall be signed by the grievant(s).
- C. Since it is important that grievances be processed as efficiently as possible, the number of days indicated at each level shall constitute the maximum, and every effort will be made to expedite the process. Time limits herein may be extended by mutual agreement of the parties.
- D. All written and printed documents dealing with the grievance will be filed separately from the personnel file of the grievant(s).
- E. There shall be no reprisal, restraint, interference, coercion, or discrimination by the board or administration as a sole consequence of presenting a grievance, which affects the employment status of any party in interest.
- F. An employee filing a grievance will be entitled to a representative of the employee’s choice at each step of the grievance procedure. The school district will also be entitled to a representative at each step of the grievance procedure.

G. Definitions:

Grievance - a "grievance" shall mean a claim that there has been a violation, misapplication, or misinterpretation of, or otherwise arises under, any of the provisions of the Master Contract, written board policy, or applicable law.

Grievant - a "grievant" is a certificated employee or group of certificated employees asserting a grievance.

Party in Interest - a "party in interest" is an employee who might be required to take action, or against whom action might be taken, in order to resolve a grievance.

Day- a "day" as used in this procedure, means any day school is in session within the regular school year as shown in the school calendar. If the grievance extends beyond the regular school year, a "day" means any day, Monday through Friday, exclusive of holidays.

H. Level I

1. The employee may present his/her complaint to the principal or appropriate administrator and make every effort to resolve the complaint in an informal manner. Administration shall respond within six (6) working days following presentation of the complaint.
2. If the employee is not satisfied with the progress of his or her complaint, a grievance must be put in writing and received by the employee's immediate supervisor within six (6) working days of the Administration's response in the preceding paragraph, or if the complaint is not presented informally under the preceding paragraph, within six (6) working days of the incident giving rise to the grievance. The grievance must state the nature of the grievance and the remedies sought.
3. The immediate supervisor will provide a written response to the employee within six (6) working days of receipt of a written grievance.

I. Level II

1. If the employee is not satisfied with the response of the immediate supervisor, or if there is no response within six (6) working days, the employee may appeal the grievance to the superintendent or the superintendent's designee within five (5) working days after receiving a response or within five (5) working days from the date a response should have been received.
2. The superintendent or his or her designee will communicate with the employee

within six (6) working days in an effort to resolve the appeal.

3. Within five (5) working days of communicating with the employee, the superintendent or his or her designee will provide a written response to the employee.

J. Level III

1. If an employee is not satisfied with the response of the superintendent or his or her designee, or if no response was received, the employee may request a review of the grievance by a panel within five (5) working days of receipt of the response or failure to receive a response.
2. The panel shall consist of one (1) individual designated by the board, one (1) individual designated by the employee, and one (1) individual agreed upon by the two (2) appointed members for the purpose of reviewing the appeal. Panel members will accept their appointments with the understanding they will not be compensated for their service on the panel.
3. The panel shall appoint a time and place for hearing and cause notification to the employee and the board not less than five (5) days before the hearing. Appearance at the hearing waives the notice requirement. The hearing shall be scheduled within ten (10) working days of the date that the third panel member accepts his or her appointment.
4. The panel shall have authority to establish procedural rules and hold a hearing, during which the employee and board shall be given an opportunity to call and cross-examine witnesses and present its case with supporting evidence and argument. The panel will submit its written decision within five (5) working days following completion of the review in writing to the employee, the superintendent, and the board.
5. The panel's decision will be final and conclusive resolution of the grievance unless the board overturns the panel's decision by resolution at the board's next regularly scheduled public meeting. Either party may, within twenty-eight (28) calendar days of the filing of the board's decision, appeal to the district court of Boise County. Judicial review of the board's decision will occur in accordance with sections 67-5270 through 67-5279 of the Idaho Administrative Procedure Act.

K. Further Clarification

1. Utilization of the grievance procedure will not constitute a waiver of any right of appeal available pursuant to law or regulations.

2. An employee shall be required to exhaust administrative remedies as outlined in these grievance procedures as a jurisdictional prerequisite to any subsequent attempt to seek any form of judicial review, relief, reinstatement, injunctive relief, monetary recovery, or any other claim or assertion of legal rights against the District as a result of or arising from any incident(s) or series of incidents known to the employee which could have formed a basis for a grievance under this Article.
3. An employee of the district will be required to review and sign any entries made to his or her personnel file. The employee may inspect documents contained in his or her official personnel file at reasonable times and places, in the presence of appropriate district officials.
4. A grievance may be withdrawn at any level without prejudice or record.
5. Copies of all written decisions of grievances at any level shall be sent to all parties involved unless it breaks confidentiality guidelines or district or state policy and regulations.
6. Disagreement with and/or disapproval of existing policy or procedures are not cause for a claim of grievance.
7. Forms for filing and processing grievances shall be available from the building principal or in the district office.

#### ARTICLE X Discipline or Dismissal for Cause

No renewable contract certificated employee covered by this agreement shall be disciplined, reprimanded, non-renewed, dismissed or terminated without just and sufficient cause.

#### ARTICLE XI Staff Involvement

Staff involvement in district programs and policies is valued. As such, the building leadership teams consisting of the K-12 principal and 2 to 3 teachers for the elementary school and 2 to 3 teachers for the middle high school will continue in place as initiated in the Spring of 2014 as the avenue for staff involvement in building programs. The district intends that the leadership teams provide input into the programs and will solicit and consider such input and proposals through the leadership team structure when making decisions regarding programs such as calendar, hiring policies, professional development, budget, curriculum, instruction, and scheduling.

# PROCEDURAL AGREEMENT FOR NEGOTIATIONS

## SECTION 2



ARTICLE I  
Relationship Compact  
Between  
School District #73 and HBEA

The District and Association agree that an interest-based approach shall be used as the basis for both individual problem-solving activities as well as contractual negotiations. To this end, the District and Association will focus on: Operating in an honest and open manner, promoting and disseminating positive information about the successes of the Horseshoe Bend School District to the public; soliciting interests of all stakeholders; consulting with appropriate parties; and using joint communication statements on key issues. The District and the Association recognize that providing a quality education for the pupils of the District is their mutual aim.

ARTICLE II  
Parties and Purpose

This Agreement is between the Board of Trustees of School District No. 73, Horseshoe Bend, Idaho (hereinafter “Board”, or “District”) and the Horseshoe Bend Education Association and/or local Idaho Education Association members (hereinafter “Association”), to establish procedures for bargaining and the specific items to be bargained between the parties pursuant to the provisions of Idaho Code Sections 33-1271 to 33-1276.

ARTICLE III  
Definitions

As used in this Negotiations Procedural Agreement:

- A. “Negotiations” means publicly meeting and conferring in good faith by a local board of trustees and the authorized local education organization, or the respective designated representatives of both parties for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in a negotiation agreement between said parties.
- B. “Good faith” means honesty, fairness and lawfulness of purpose with the absence of any intent to defraud, act maliciously or take unfair advantage or the observance of reasonable standards of fair dealing.
- C. “Professional employee” means any certificated, non-administrative employee of a school district.
- D. “Local education organization” means any local district organization duly chosen and selected by fifty percent (50%) plus one (1) of the certificated, non-administrative employees.
- E. “School District” and “Horseshoe Bend Public Schools” means the Horseshoe Bend

School District No. 73 in the City of Horseshoe Bend and County of Boise and State of Idaho.

- F. The term “Board” means the Board of Trustees of the Horseshoe Bend School District No. 73 in the City of Horseshoe Bend and County of Boise and State of Idaho.
- G. The term “Superintendent” means the Chief Executive Officer of the Horseshoe Bend School District No. 73 in the City of Horseshoe Bend and County of Boise and State of Idaho.
- H. The term “Association” means the Horseshoe Bend Education Association (“HBEA”), an affiliate of the Idaho Education Association (“IEA”) and the National Education Association (“NEA”).
- I. The term “School Year” means the period of time from the first day of pre-school orientation activities through the closing of the schools of the District as established by the official school calendar.

#### ARTICLE IV Representation and Recognition

- A. The Board recognizes that the Horseshoe Bend Education Association (hereafter “Representative Organization”) is the local education organization authorized to and serving as the bargaining representative of all certificated, non-administrative employees of the Board.
- B. The Representative Organization recognizes that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of Idaho and rules and regulation of the Idaho State Board of Education and State Superintendent, my not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any employee covered hereby shall have effect only to the extent permitted by law.
- C. Should the Board request, prior to negotiations of the Master Contract, the Association will arrange a secret ballot to determine whether the HBEA in fact, has majority approval to represent the professional employees. At the request of the Board, a neutral, third- party observer may be chosen by mutual consent to monitor the process.

If the election determines that majority approval no longer exists, the recognition of the HBEA as the bargaining unit will immediately cease and the Board will have no further obligation to negotiate with the HBEA.

- D. If the HBEA no longer represents a majority of the certificated, non-administrative employees, the district may bargain for the ensuing year’s contract with any other education association which has majority approval.

If no other education association has a majority approval, the District will not be required to negotiate with any alleged representative group, until an education association can prove it represents the majority.

#### ARTICLE V Scope of Negotiations

The Board and the HBEA agree to meet and negotiate in good faith on all matters as specified in this Negotiations Procedural Agreement.

#### ARTICLE VI Bargaining Teams

- A. Negotiations teams shall be limited to four members for each party (three members plus one alternate). More team members may be added by mutual agreement of the Association and the Board. The presence of two Board representatives and two Association representatives is necessary for a quorum at a session. A quorum is only necessary when a temporary or final agreement is being reached.
- B. In the event a vacancy occurs, the District and Association have the right to replace members and shall upon doing so, notify each other of such replacements in writing.
- C. The individual or individuals selected to negotiate for the professional employees shall be a member of the organization designated to represent the certificated, non-administrative employees and shall be a professional employee of the local school district. However, in the event a local board of trustees chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the school district as its representative(s) for negotiations, the local educational organization is authorized to designate any individual(s) of its choosing to act as its representative(s) for negotiations. Negotiations pursuant to this Agreement shall only occur between the respective designated representatives. In the event a vacancy occurs, the District and the Association have the right to replace members and shall upon doing such notify each other of such replacements in writing.
- D. By mutual consent, additional outside resources may be utilized during negotiations.

#### ARTICLE VII Initiating Negotiations

- A. Written requests for the commencement of negotiations between the Board and the representative Organization may be submitted by either party. Such request(s) will specify the subject matter(s) to be considered. Representatives of the Board and the Representative Organization shall exchange names of the Chairman and members of the Negotiating Team at least twenty (20) school days prior to the beginning of negotiations unless otherwise mutually agreed by the parties.

- B. A written response will be made within ten (10) school days of the receipt of any such written request.
- C. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided, however, that the first meeting shall be held within twenty (20) school days of such written request.

ARTICLE VIII  
Negotiation Sessions

- A. The Teams shall meet on mutually agreeable dates, time, location, and frequencies. Each negotiation session shall be no more than two hours in duration and exceed this limit only after the mutual consent of team members.
- B. The scribe should be responsible for keeping the minutes of each negotiation session. These minutes should record the interests, options and tentative agreements made during the negotiations. The minutes should also record the committees and person(s) responsible for various assignments, along with the scheduled times for future meetings. The scribe will type the minutes and submit them to the negotiation teams for approval. All minutes and documents exchanged during sessions will be kept at the District Office and available to the public for inspection.

ARTICLE IX  
Agreement and Ratification

- A. Once tentative agreement is reached by the negotiation Team(s) on a proposal, each team member will initial and date two copies of the approved draft of the proposal. One copy will be retained by the Board and one by the Association.
- B. Any tentative agreement reached by the negotiation Team(s) shall be submitted to the Board and the Association, respectively. The goal is to have all agreements ratified by the May school board meeting with June 10th being the final date. This time limit is a target only and may be adjusted by consensus of team members. Upon ratification by both parties the President of the Association, the Chairman of the Board shall sign it. When an agreement has been ratified, it constitutes a binding agreement. The negotiation does not limit the authority of the Board of Trustees, superintendent, or administration to extend or increase minimum benefits provided in the agreement.
- C. If either the Association or the District does not ratify the agreement, the other party shall be notified within two (2) days of the time such action is taken and the parties shall resume contract negotiations.

**ARTICLE X**  
**Mediation**

- A. If negotiations have reached an impasse, either the Board or the Association may request that the issue(s) in dispute be submitted to mediation.
- B. The Board and the Association agree to use a mediator appointed by the Federal Mediation and Conciliation Service for the purpose of mediation.
- C. The mediator will arrange the format, dates, and times of meetings.
- D. The mediation period should last no longer than thirty (30) days after the appointment of a mediator.
- E. Costs of mediation, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

**ARTICLE XI**  
**Negotiable Matters**

- A. Written requests for negotiations may be submitted by either the District or Association. Proposed items for negotiations should be submitted twenty (20) days prior to the commencement of negotiations. The dates for negotiation sessions must be mutually agreed upon.
- B. The Master Contract shall be open for negotiations at any time upon mutual agreement.

**ARTICLE XII**  
**Ground Rules for Negotiations Sessions**

- A. Everyone is responsible for the success of the process.
- B. All members will sit at the table in an informal mixed order.
- C. The team will consist of those present at the table.
- D. A scribe will be selected to keep a written record of the process. A copy will be distributed to all members following each meeting.
- E. Agenda, date and place will be determined prior to leaving current meeting and will be posted 24 hours prior to meeting.
- F. Moderator will alternate between team members.

- G. Focus on issues rather than individuals.
- H. Treat each other with respect.
- I. Tentative agreements will be will be initialed by each member of the team(s) (those present).
- J. Concerns not directly related to the issues at hand will be put in the “parking lot” until the debriefing session or other appropriate time.
- K. All rules are subject to group modification and additional ground rules may be added at any time.
- L. Team members will hold each other to the ground rules.
- M. Meetings will last no more than two hours unless mutually agreed upon to extend the time.

ARTICLE XIII  
Information

- A. The District agrees to supply information relevant to the items of the negotiations as required by the provisions of the Public Records Act, Idaho Code Section 9- 338 and following.
- B. The Association agrees to supply information relevant to the items of the negotiations.

ARTICLE XIV  
Rights of the Board

- A. The Board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Idaho and/or the United States.
- B. The Board is responsible for the management of the School District.
- C. On Board request, the Association will provide proof of authorization for negotiation as according to Article IV.

ARTICLE XVI  
Association Rights

- A. The Association may use District school buildings for meetings and to transact official business on school property at all reasonable times, including before and after school; scheduling such use in advance with the principal of the school; as long as the meeting shall not interfere with, nor interrupt, normal school operations.

- B. The Board agrees to allow for deduction from salary for payment of dues to HBEA, IEA and NEA for the employee.
- C. The Association shall have the right to place appropriately identified notices, circulars and other information on designated school bulletin boards, in the employees' mailboxes, and by e-mail.
- D. The District will provide a copy of the most recently published policy manual to each school faculty room, or a copy will be maintained on the school website. Updates and revisions to the manual will be provided in a timely manner.
- E. The District will provide a copy of the monthly school board packet (no confidential items included) to the HBEA. It will be available on the school website.

# GENERAL PROVISIONS AND ACCEPTANCE

## SECTION 3



ARTICLE I  
General

- A. No change, rescission, alteration, or modification of this Agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- B. This Agreement shall be governed and construed according to the Constitution and the laws of the State of Idaho.
- C. Should any article(s) or section(s) of this Agreement be found to be in conflict with either existing law or any law enacted or decision rendered after the ratification of this Agreement, said article(s) or section(s) of the agreement which do not conflict with such laws shall remain valid and binding upon the parties and shall be interpreted without reference to the invalid sections.
- D. 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 School Districts by the laws of the State of Idaho. Each School District Board of Trustees 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. Nothing contained herein shall diminish the right of the Board of Trustees of the District to promulgate rules and regulation for the governance of the District as provided by Idaho Code Section 33-506.
- E. All items in this agreement are presumed to be legal and valid. If any specific item of this agreement shall be ruled invalid by a court of law or a government agency, the Board and Association shall enter into negotiations within fifteen (15) days to agree on a successor clause for the invalidated article. The balance of this agreement shall not be affected by any such ruling and shall remain in full force.

ARTICLE II  
Duration

The provision(s) of this agreement shall become effective as of its ratification and will continue and remain in full force until implementation of a successor agreement, not to exceed one (1) year for compensatory items and two (2) years for non-compensatory items.

ARTICLE III  
Acceptance

This Agreement is signed this \_\_\_\_ day of \_\_\_\_\_, 2015, and shall be binding upon the parties.

IN WITNESS THEREOF:

\_\_\_\_\_  
Board Chairman

\_\_\_\_\_  
HBEA President

Tentative Agreement:

\_\_\_\_\_  
For the Board

\_\_\_\_\_  
For the Association

**[This policy is optional; however, if the district chooses to adopt it, the regular font language should be retained.]**

\_\_\_\_\_ School District No. \_\_\_\_\_ establishes the following guidelines to provide administrative direction pertaining to the retention and/or disposal of district records.

**DEFINITION**

“Record” means recorded information, in any form, including data in computer systems, created or received and maintained by an organization or person in the transaction of business or the conduct of affairs and kept as evidence of such activity. A record can exist in a number of formats, including various sizes of paper (original or photocopy), microfilm or any microform, electronic media, optical disk media, CD, Mylar, sepia, blue line, photograph, audio and video tape, punched cards, books, maps.

**DESTRUCTION OF RECORDS**

District records maintained on tangible mediums will be shredded or destroyed. Records maintained electronically will be destroyed as determined appropriate by the district’s information technology department.

The district will immediately cease the destruction of all relevant records, even if destruction is authorized by an approved retention schedule, for the following reasons:

1. If the district receives a public records request.
2. If the district believes that an investigation or litigation is imminent.
3. If the district is notified that an investigation or litigation has commenced.

**RETENTION SCHEDULE**

**The district should choose option A or B:**

**OPTION A**

This district adopts the *State Board of Education Record Retention Schedule* of the *Idaho Records Management Guide*, revised 2008, and all subsequent amendments to the guide as approved by the Idaho State Board of Education, for the retention and disposal of district records.

The retention schedule authorizes, but does not require, the disposal of records after the expiration of the assigned retention period. Retention may be required beyond the periods listed, and nothing prevents a district from retaining records longer than the period scheduled.

**□ OPTION B**

District records will be retained and/or disposed of as follows:

[Insert district record retention schedule here.]

**ELECTRONIC RECORDS**

The district will retain electronic records, such as e-mail messages, according to the following:

Information and reference material such as publications, reports, and memos will be deleted *when no longer useful*.

Non-record correspondence such as personal messages unrelated to district business and spam/unsolicited e-mail will be deleted *at will*.

General correspondence related to the conduct of routine district business will be retained for a period of at least three (3) years after the matter is closed, terminated, completed, expired, settled, or the date of last contact.

Executive correspondence pertaining to the programs and administration of the district such as annual or summary reports, policies and procedures, and meeting minutes will be retained indefinitely.

***STUDENT RECORDS***

*Student records will be maintained in accordance with Policy No. 681, Student Records.*



**LEGAL REFERENCE:**

Idaho Code Section 33-506 – Organization and Government of Board of Trustees

Idaho Records Management Guide (August 2013), available at:

[http://history.idaho.gov/sites/default/files/uploads/RC\\_2014\\_%2002\\_%2018%20Idaho%20State%20Records%20Manual.pdf](http://history.idaho.gov/sites/default/files/uploads/RC_2014_%2002_%2018%20Idaho%20State%20Records%20Manual.pdf)

**ADOPTED:**

**AMENDED:**

*\*Language in text set forth in italics is optional.*

The *Idaho Records Management Guide* provides guidance for developing and maintaining a district records management program. It contains information on establishing a records management program, electronic document management, public records access, storage requirements, and e-mail retention considerations.

All eligible employees of this district may take leave as provided by the Family and Medical Leave Act (FMLA). The FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave during a twelve-month (12-month) period for specified family and medical reasons.

## **DEFINITIONS**

“Child” includes biological, adopted, or foster child, stepchild, legal ward, or a child of a person standing *in loco parentis* (in place of parent). The child must be either under 18 years of age or, if over 18, incapable of self-care because of a mental or physical disability, or be a covered servicemember.

“Continued treatment” includes:

1. Any consecutive three (3)-day period of incapacity that involves: (a) at least two (2) visits to a health care provider, or (b) a regimen of continued treatment under a health care provider’s supervision;
2. Any period of incapacity due to pregnancy (including severe morning sickness), even if no treatment is obtained for prenatal care;
3. Any period of incapacity due to a chronic medical condition, such as asthma, diabetes, or epilepsy, even if no treatment is obtained;
4. Any period of absence to receive multiple treatments for restorative surgery or a serious illness such as cancer, severe arthritis, or kidney disease; or
5. Any permanent or long-term incapacity (e.g., Alzheimer’s or severe stroke), even if no treatment is being provided.

“Covered active duty” means:

1. For members of the regular Armed Forces, duty during deployment of the member with the Armed Forces to a foreign country; or
2. For members of the reserve components of the Armed Forces (members of the National Guard and Reserves), duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation.

“Covered servicemember” means either:

1. A current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness.
2. A veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five-year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered servicemember.

“In loco parentis” means a person who provides day-to-day care or financial support for a child. Employees with no biological or legal relationship to a child can stand in loco parentis to that child, and are entitled to FMLA leave; e.g., an uncle who cares for his sister’s children while she serves on active military duty.

“Next of kin” is the nearest blood relative, other than the current servicemember’s spouse, parent, son, or daughter, in the following order of priority: (1) a blood relative who has been designated in writing by the servicemember as the next of kin for FMLA purposes, (2) a blood relative who has been granted legal custody of the servicemember, (3) brothers and sisters, (4) grandparents, (5) aunts and uncles, and (6) first cousins.

“Parent” includes a biological parent (not parent-in-law) or someone who stood *in loco parentis* when the employee was a child.

“Spouse” is a husband or wife, including a common-law or same-sex husband or wife, but does not include a “significant other” or “domestic partner.”

“Serious health condition” is a condition that involves either an overnight stay in a medical care facility or “continued treatment” by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job.

“Teacher (or instructional employee)”, for the purposes of this policy, means an employee employed principally in an instructional capacity by the district whose primary function is to teach and instruct students in a class, a small group, or an individual setting, and includes athletic coaches, driving instructors, and special education assistants such as signers for the hearing impaired. The term does not include teacher assistants or aides who do not have as their principal function actually teaching or instructing, nor auxiliary personnel such as counselors, psychologists, curriculum specialists, cafeteria workers, maintenance workers, bus drivers, or other primarily noninstructional employees.

**ELIGIBLE EMPLOYEE**

An eligible employee is defined as an individual who:

1. Has been employed by the district for at least twelve (12) months (need not be consecutive months of employment); and
2. Has been employed for at least one thousand two hundred fifty (1,250) hours of service during the twelve-month (12-month) period immediately preceding the commencement of the leave\*; and
3. Is employed at a worksite where fifty (50) or more employees are employed by the district within seventy-five (75) miles of the worksite.

\* Full-time teachers are presumed to be eligible for FMLA leave, unless the district can clearly demonstrate that the teacher did not work 1,250 hours during the previous twelve (12) months.

***The district must choose one of the following options to determine the calculation of the 12-week period of leave within a 12-month period:***

**OPTION A**

*For the purpose of determining continuing eligibility for FMLA, this district will calculate the “twelve-month (12-month) period immediately preceding the commencement of the leave” as the calendar year.*

**OPTION B**

*For the purpose of determining continuing eligibility for FMLA, this district will calculate the “twelve-month (12-month) period immediately preceding the commencement of the leave” as the fiscal year beginning July 1 of each year.*

**OPTION C**

*For the purpose of determining continuing eligibility for FMLA, this district will calculate the “twelve-month (12-month) period immediately preceding the commencement of the leave” as the 12-month period measured forward from the date an employee first takes FMLA leave.*

**OPTION D**

*For the purpose of determining continuing eligibility for FMLA, this district will calculate the “twelve-month (12-month) period immediately preceding the commencement of the leave” as a rolling 12-month period measured backward from the date an employee uses any FMLA leave.*



**LEAVE ENTITLEMENT**

Eligible employees are entitled to up to twelve (12) workweeks of unpaid, job-protected leave in a twelve-month (12-month) period for one (1) or more of the following reasons:

1. The birth of a child and to care for the newborn child within one (1) year of birth\*;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one (1) year of placement\*;
3. To provide care for the employee's spouse, child, or parent, who has a serious health condition; or
4. For a serious health condition that makes the employee unable to perform the employee's job.
5. For any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is a military member on covered active duty or has been notified of an impending call or order to covered active duty.

\* If the district employs both spouses to whom this provision applies, the husband and wife are limited to a total of twelve (12) workweeks during the twelve-month (12-month) period, which can be divided any way they choose and can be overlapping. Both parents are eligible to take their remaining weeks of FMLA leave for another FMLA-qualifying purpose, including but not limited to, a serious health condition of the child, or to recover from a C-section or other birth complications.

**MILITARY CAREGIVER LEAVE**

An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember is entitled to a total of twenty-six (26) workweeks of leave during a twelve-month (12-month) period to care for the servicemember who is recovering from a serious illness or injury sustained in or aggravated by service in the line of duty while on active duty in the Armed Forces. The servicemember must either be currently in the Armed Forces and unable to perform regular duties, or was in the Armed Forces and was discharged under other than dishonorable conditions within five (5) years of receiving the medical treatment, recuperation or therapy prompting the employee's leave request. Such leave shall only be available during a single twelve-month (12-month) period.

During the single twelve-month (12-month) period, an eligible employee shall be entitled to a combined total of twenty-six (26) workweeks of leave, including the twelve (12) weeks for a "qualified exigency." However, there is no limitation on the availability of leave during any other twelve-month (12-month) period. If the district employs both spouses to whom this section applies, the husband and wife are limited to a total of twenty-six (26) workweeks during the twelve-month (12-month) period for all types of FMLA leave.

**REQUESTING LEAVE**

Employees must comply with the district's usual and customary requirements for requesting leave and provide enough information for the district to reasonably determine whether the FMLA may apply to the leave request. Employees generally must request leave thirty (30) days in advance when the need for leave is foreseeable. When the need for leave is foreseeable less than thirty (30) days in advance or is unforeseeable, employees must provide notice as soon as possible and practicable under the circumstances.

When an employee seeks leave for a FMLA-qualifying reason for the first time, the employee need not expressly assert FMLA rights or even mention the FMLA. If an employee later requests additional leave for the same qualifying condition, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave.

**USE OF ACCRUED PAID LEAVE**

Once it has been determined that the leave is for an FMLA-qualifying reason, any accrued paid leave, such as sick or vacation leave, used by an employee for absences which qualify for FMLA coverage will be counted as FMLA leave, unless the district determines otherwise.

**INTERMITTENT OR REDUCED LEAVE SCHEDULE**

The district will comply with the mandates of FMLA, including any special rules which may apply regarding the taking of intermittent leave or leave on a reduced leave schedule, or leave near the end of an academic term by instructional employees.

**HEALTH INSURANCE COVERAGE**

The district will continue group health insurance coverage for an employee on FMLA leave under the same terms and conditions as if the employee had not taken leave and will provide any necessary notice of termination of such insurance coverage due to the employee's failure to pay his/her portion of the premium or the employee's request for termination of coverage. Such notice will be provided at least fifteen (15) days prior to the termination of coverage.

**CERTIFICATION**

When an employee requests FMLA leave due to his or her own serious health condition or a covered family member's serious health condition the district may require certification in support of the leave from a health care provider. The district may also require periodic recertification of a serious health condition.

**JOB RESTORATION**

Upon return from FMLA leave, the employee will be restored to his or her original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave will not be counted against the employee under a "no-fault" attendance policy.

**NOTICE**

This district will post a notice approved by the Secretary of Labor explaining the rights and responsibilities under the FMLA at the district offices.



**LEGAL REFERENCE:**

Family and Medical Leave Act of 1993

29 USC 2654

29 CFR 825

Idaho Code Section 33-1216 – Sick and Other Leave

**ADOPTED:**

**AMENDED:**

**ATTACHMENTS:**

Employee Rights and Responsibilities under the Family and Medical Leave Act

*\*Language in text set forth in italics is optional.*

# EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

## Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

## Military Family Leave Entitlements

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

## Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

## Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and

a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

## Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

## Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

## Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

## Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

## Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

## Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**



For additional information:  
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627  
[WWW.WAGEHOUR.DOL.GOV](http://WWW.WAGEHOUR.DOL.GOV)

U.S. Department of Labor | Wage and Hour Division



WHD Publication 1420 - Revised February 2013

Students must achieve a proficient or advanced score on the Idaho Standards Achievement Test (ISAT) to graduate from this district. Students who have not received a proficient or advanced score on the ISAT in grade nine (9), will be required to complete an alternative plan for graduation, as designed by the district and may enter the alternate path prior to the fall of their senior year.

### **QUALIFICATIONS**

Before entering an alternate measure, students must be enrolled in:

1. A special education program and have an Individual Education Plan (IEP);
2. A Limited English Proficient (LEP) program for three (3) academic years or less; or
3. The fall semester of the student's senior year.

### **CRITERIA FOR ALTERNATE MEASURES**

The district's alternate plan must comply with the following criteria:

1. Must contain multiple measures of student achievement;
2. Must be aligned to grade ten (10) state content standards, at a minimum;
3. Must be aligned to the state content standards for the subject matter in question;
4. Must be valid and reliable; and
5. Ninety percent (90%) of the alternate plan criteria must be based on academic proficiency and performance.

### **ALTERNATE MEASURES COMMITTEE**

*The board will appoint a seven (7) member committee, chaired by the superintendent or designee and composed of district administrators, staff members, and patrons, which will recommend to the board a set of alternate measure(s) for demonstrating proficiency. At the discretion of the superintendent or designee, the committee will be convened and will make recommendations to the board so that the board may adopt such alternate measures in a timely manner.*

*The committee may recommend alternate measures which include portfolios, PAMs (performance assessment measures), and multiple factors used in combination (i.e., grade point*

*averages, assessment scores or other evaluations, or a combination of these factors or measures).*

**NOTICE**

The district will adopt an alternate plan and provide notice of that plan to all students who have not achieved a proficient or advanced score on the grade ten (10) ISAT by the fall semester of the student's junior year.

**FILING WITH THE STATE BOARD OF EDUCATION**

Upon adoption by the board of trustees, the locally established alternate measures to demonstrate proficiency, and any subsequent modifications, will be forwarded to the Idaho State Board of Education for its review. Alternate plans will be resubmitted to the board when changes are made in the district's plan.



**LEGAL REFERENCE:**

IDAPA 08.02.03.105.06 – High School Graduation Requirements – Proficiency

**ADOPTED:**

**AMENDED:**

*\*Language in text set forth in italics is optional.*