PROFESSIONAL AGREEMENT
BETWEEN THE

CLARK COUNTY
EDUCATION ASSOCIATION

AND

CLARK COUNTY
SCHOOL DISTRICT #161

2024 – 2025

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CERTIFIED EMPLOYEE AGREEMENT

This agreement is made this 13th day of June, 2024, by and between the Board of Trustees of Clark County School District #161, hereinafter referred to as the "Board" and the Clark County Education Association, hereinafter referred to as the "Association".

PREAMBLE

WHEREAS Idaho Code 33-1271 empowers the Board of Trustees of each school district in the State of Idaho to enter into negotiation agreements with their professional employees, and

WHEREAS the Board and the Association recognize and declare that providing a quality education for the children of Clark County School District #161 is their mutual aim, and

WHEREAS the parties further recognize that the members of the teaching profession are qualified to assist in designing programs to improve educational standards, and

WHEREAS the Board has an obligation to negotiate with the duly elected Association which is the exclusive representative of the certified personnel per Idaho Code 33-1272 (3) & 33-1273 (a)(i)(ii), and

WHEREAS nothing contained herein is intended to or shall conflict with, or negate the powers or duties and responsibilities vested in the Legislature, State Board of Education, and the Board of Trustees of Clark County School District #161, by the laws of the State of Idaho, and

WHEREAS the Board of Trustees of Clark County School District #161 is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibilities due to situations of emergency or acts of God;

NOW, THEREFORE, in order to promote maximum utilization of the ability, experience and judgment of all parties sharing responsibility for the quality of instruction in Clark County School District #161, the parties do hereby agree as follows:

ARTICLE 1 - DEFINITIONS

1-1 **District, School District, Clark County Public Schools:** The terms "District", "School District", and "Clark County Public Schools" as used in this negotiation's agreement shall mean the Clark County Public School District #161 in the City of Dubois, County of Clark, State of Idaho.

1-2 **Board, School Board:** The terms "Board" and "School Board" as used in this agreement shall mean the Board of Trustees of the Clark County Public School District #161 in the City of Dubois, County of Clark, State of Idaho.

1-3 **Superintendent:** The term "Superintendent" as used in this agreement shall mean the Superintendent of Schools of the Clark County Public School District #161 in the City of Dubois, County of Clark, State of Idaho.

1-4 **Association:** The term "Association" as used in this agreement shall mean the professional organization elected to represent the certified employees (with the exception of the Superintendent and Administrators) of Clark County School District #161 per Idaho Code 33-1272 (2) / 33-1273

ARTICLE 2 - GENERAL

2-1 **Annual Contract:** This negotiation's agreement shall be ***an annual*** contract between the Association and the Board lasting July 1 – June 30 per Idaho Code 33-1275 (1). Copies will be available in the District Office and posted online following ratification.

2-2 **Individual Contract:** Any individual contract between the Board and an individual, hereinafter executed, shall be subject to and consistent with the terms and conditions of this agreement.

2-3 **Unlawful Provisions:** If any provision of this agreement is held contrary to law, then it shall not be deemed valid except to the extent permitted by law, but all other provisions and applications shall continue in full force and effect. Any portion that is held contrary to law shall be changed immediately through negotiations.

ARTICLE 3 - RECOGNITION

3-1 **Association Recognition:** The Board recognizes the Association as the exclusive representative as provided in Idaho Code 33-1272 (2) / 33-1273.

3-2 **Administrative Duties:** The Association agrees that stipends paid for administrative duties performed by teachers represented by the Association shall not be included within the scope of negotiations.

ARTICLE 4 - NEGOTIATIONS PROCEDURES

4-1 **Collaborative Negotiations:** It is the desire of the Board and the Association to use collaborative negotiations because it is believed that this type of negotiation is in the best interests of both School District and Association.

4-1-1 **Goals:** The goal of collaborative negotiations is to develop a contract through cooperative efforts that will meet the needs of both the District and the Employees.

- ✓ Promote teacher satisfaction and security.
- ✓ Promote teacher/administration/board cooperation.
- ✓ Show concern for the financial welfare of the entire District (programs, support personnel, etc.).
- ✓ Promote self-esteem and self-worth for both students and teachers.
- ✓ Promote the educational goals of the District.

4-1-2 **Ground Rules:**

- ✓ If a Mediator is necessary, both parties jointly agree on the mediator. Idaho Code 33-1274 (see 4-3-1 for further detail)
- ✓ It will be the goal of the negotiation teams to strive for consensus on all items.
- ✓ All negotiations or meetings shall be in open session and shall be open and available for the public to attend. Idaho Code 33-1273A
- ✓ Anyone at any time can stop discussion to remind the team about specific goals, ground rules, and issues.
- ✓ There must be at least two (2) representatives from each team before negotiations can occur.
- ✓ Consensus shall mean that all participants agree with the decision.
- ✓ Team members shall record agreements.
- ✓ If a team member is dissatisfied with an issue, that individual is encouraged to report the reasons directly to the team during a session.

- ✓ At the completion of negotiations, the negotiating teams will present the agreement to the Association and the School Board for their consideration.

4-2 **Negotiations Procedures:**

4-2-1 **Written Requests:** Either party may submit written requests for negotiations to commence between the Board and the Association prior the regular April Board meeting.

4-2-2 **Written Response:** A written response will be made within thirty (30) days of the receipt of any such written request.

4-2-3 **Time and Place:** Negotiations shall 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 thirty (30) days of such written response.

4-2-4 **Good Faith:** The School Board and the Association agree to negotiate in good faith with the intent to reach agreement.

4-2-5 **Tentative Agreement:** When tentative agreement has been reached on all items of mutual interest being negotiated, the agreements shall be reduced to writing and submitted to the School Board and Association for ratification per Idaho Code 33-1271 .

4-3 **Dispute Resolution:**

4-3-1 **Mediation:** If the negotiations described in Section 4-1 have not resolved the issues after a reasonable period of negotiations; either party may request that the issues in dispute be submitted to mediation. The Board and the Association will attempt to reach mutual agreement upon a mediator. In the event the parties cannot agree upon the designation of a mediator, either party may request that a mediator be appointed through the Federal Mediation and Conciliation Service. The format, dates, and times of meetings will be arranged by the mediator.

4-3-2 **Notification:** Within five (5) days after a declaration of the dispute, the Board and Association shall request a mutually agreed upon mediator in an attempt to settle the remaining disputed issues.

ARTICLE 5 - RIGHTS OF THE BOARD

5-1 **Board Rights:** The Association recognizes the Board as the legally elected representatives of the patrons of Clark County School District #161, and that the Board

retains and reserves to itself all powers, rights, authority, duties, and responsibilities conferred by the courts, the laws of the State of Idaho, and the rules and regulations of the State Board of Education through the State Department of Education.

ARTICLE 6 - ASSOCIATION RIGHTS

6-1 **Information:** The Board will furnish to the Association, or its representative, upon written request, such public information, or access to such public information, that the Association believes will assist negotiations and to develop accurate, informed and constructive programs on behalf of its members. Charge will be levied for all copies of information furnished at the current rate charge for all parties.

6-2 **Association Business:** Representatives of the Association will be allowed to transact Association business on school property providing that this shall not disrupt normal school operations. This shall include the use of buildings for meetings, intra-school mail, and a bulletin board in a teacher-use area not normally accessible by students.

6-3 **Meet and Confer:** Upon request by either party, the Board and the Association shall meet and confer in accordance with Idaho Code 33-1271 at a time mutually agreeable to both parties to discuss those matters which are not included under the terms and conditions of employment.

6-4 **Association Leave:** Leave will be granted up to two (2) appointed representatives elected to represent the Association. Leave time will be granted by the District without penalty of personal leave days for up to 4 day, unless approved by the superintendent. Leave granted shall include adequate travel time in addition to the meeting time. The Association President shall give notice of intended use of Association leave to the Superintendent at least three (3) days in advance of usage. The Association will reimburse the district for the substitute rates for the days of leave.

6-5 **Board Meetings:** The Board may place on the agenda of each regular Board meeting any matters brought to its attention by the Association, so long as those matters are made known in writing to the Superintendent or Board Chair at least five (5) working days prior to the meeting.

6-6 **Board Policy Manual:** The Superintendent shall make the Board Policy Manual available on the District's network. Updates of the Board Policy manual will be posted on the network and notification to all certified employees within one month after adoption.

6-7 **Budget Information:** The Administration will furnish the Association information regarding the preliminary budget including revenues and expenditures.

ARTICLE 7 - TEACHER RIGHTS

7-1 **Right to Organize:** Teachers shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective bargaining for mutual aid and protection, and that each teacher shall be free from interference, restraint or coercion by the Board, or its agents, for participation in any legitimate activity of the Association.

7-2 **State Code Rights:** Nothing contained herein shall be construed to deny or restrict any teacher from such rights as he or she may have under Idaho law or any other applicable laws and regulations.

7-3 **Uniform Application:** All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the District.

7-4 **Just Cause:** Renewable Contract Teachers shall not be disciplined, reprimanded, denied renewal, dismissed, or deprived of any professional advantage without just cause.

7-5 **Teacher Contracts:** Teacher contracts will follow Idaho Code 33-514 and 33-515

7-6 **Unsatisfactory Performance:** When any Certified Teacher's work is found to be unsatisfactory:

7-6-1 **Notification:** The employee shall be duly notified in writing of the areas of work that are deficient or inconsistencies with District Policy or professional ethics as identified in the Board Policy Manual, including the conditions of probation if probation is appropriate.

7-6-2 **Probation:** Probation is a right available to Category 3 and Renewable Contract employees, and the District shall follow the procedures laid forth in Idaho Code 33-515. When probation is appropriate, the Board shall then place the employee on probation for a reasonable period of time, but in no case shall a probationary period be less than eight (8) weeks. When on probation, the employee shall be notified, in writing, of the reasons for and conditions of the probation. The Board shall also provide for adequate supervision and evaluation during such probation. Probation is not required when the issue is not one of performance of teaching duties, but is an issue of conduct of behavior that is a serious violation of school district policy or ethical standards, or a conviction for a relevant crime that may result in the revocation or suspension of the individual's teaching certificate. In such circumstances, after a thorough investigation, the superintendent may make a recommendation for discipline or discharge and a due process hearing shall be scheduled pursuant to Idaho Code 33-513 (5).

7-6-3 **End of Probation:** At the end of the stated probation. The Board shall decide whether the employee is to be retained, immediately discharged, discharged upon termination of the current contract, or re-employed at the end of the contract term under a continued probationary status. A record of the decision will be placed in the employee's file. If the Board of Trustees has decided not to re-employ the certified employee, then written notice must be issued no later than May 25th and must contain a statement of reasons for such decision and the employee shall, upon request, be given the opportunity for an informal review of such decision by the Board of Trustees Idaho Code 33-514 (2) (c) or a hearing before the Board consistent with Idaho Code 33-513 (5)

7-7 **Contracts:** All contracts issued to certified employees for the ensuing year shall be returned within fourteen (14) calendar days of issuance.

7-8 **Reduction in Force:** See Article 13

7-9 **Personnel Files:** The teacher will be notified of any item added to their personnel file that may adversely affect their employment status.

7-9-1 **Location:** All items other than payroll information relating to an individual teacher's personnel file shall be kept in a single official file in the District Office.

7-9-2 **Permission to Copy:** The teacher or a representative of the Association (upon written authorization from the teacher) may request and receive a copy of all items contained in the personnel file of that teacher. Teachers will be granted all rights defined in Idaho Code 33-518 regarding his or her personnel file

7-10 **Appearance Before Employer:** No teacher shall be required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his/her position, employment, salary, or increments pertaining thereto, unless he/she has been given prior written notice and an Association representative is present during the meeting at the request of the teacher.

7-10-1 **Superintendent:** Teachers may exercise the right to have Association representation when meeting with their building administrator or the Superintendent concerning any matter which could adversely affect the continuation of that teacher in his / her position, employment, salary, or increments thereto.

7-11 **Payroll Deduction:** Upon appropriate and timely written authorization from the teacher, the Board shall deduct from the salary of any teacher any deductions mutually agreed upon by the teacher and the administration. Each employee will provide notice of all voluntary payroll deductions the first working day in September of each year.

7-12 **Academic Freedoms:** Employees shall be allowed reasonable freedom in development of lessons within the constructs of the District adopted curriculum and established Idaho State Curriculum Standards. Employees are expected to operate within the standards of professional responsibility as stated in the Board Policy Manual and in accordance with the current Code of Ethics for Idaho Professional Educators as adopted by the Idaho State Board of Education.

7-12-1 **Freedom of Expression:** Employees shall be allowed reasonable freedom in expressing personal opinions on all matters relevant to course content, provided, however, that where they do so they shall make every effort to indicate that they are speaking personally and not on behalf of the school, its administration or the Board.

7-12-2 **Student Grades:** Grades given a student by a teacher, if properly achieved and credited, shall be final and not subject to alteration except for changes deemed appropriate by both the Administration and the individual teacher.

7-13 **District Evaluation:** Teachers may complete an anonymous evaluation of the District up to twice a year. The first evaluation will occur prior to January 1, and the second evaluation will occur before May 1 if necessary. Evaluations will be collected by the Association president and be presented to the Board Chairman.

7-14 **Association Representation:** Teachers may exercise the right to have Association representation when faced with a situation in which a second party may offer an objective point of view.

7-15 **First Right of Refusal**: Current employees will have the first opportunity to fill an upcoming opening within the district prior to that position being posted to the public. If, however, this will have a negative impact on the District the request may be denied.

ARTICLE 8 - TEACHING CONDITIONS

8-1 **Workday:** A full-time teacher's day will be from 7:35 am -4:25 pm except for scheduled early release days when he / she may leave immediately.

8-1-1 Teachers will be required to attend in-service and workdays equivalent to their FTE status. When the district requires a less than 1 FTE teacher to attend a full day of in-service, equivalent time off will be given on a work day.

8-1-2 Teachers will have the option to exchange required attendance on the April workday for one university credit taken from Jan. 1st till Dec. 31st and with submission of official transcript documenting credit. A request to exchange must be submitted in writing to the Superintendent by Feb. 1 of the year requesting.

8-2 **Work Year:** The contracted school year with pay for teachers shall meet the requirements of Idaho Code, plus 50-75 hours of in-service, workdays, and parent/teacher conference hours as approved by the association and the school board in the district calendar.

8-3 **Holiday Leave**: The teachers will be allowed to leave at the last bell of the day on the workday immediately prior to the holiday or start of a vacation break.

8-4 **Extended Contract:** Any extension of the school year shall provide that teachers shall have their salaries augmented for each day in proportion to the hourly compensation reflected in that teacher's annual contract. Contracted services for summer work will be afforded a set rate of pay.

8-5 **Preparation Time:** Each secondary teacher shall have a period of time equal in length to a classroom period and elementary teachers will have 1 hour during each school day (between 8am-4pm) for the purpose of planning and preparation. The intent of this time is to provide for lesson planning, professional reading, visitation of other classes, or engaging in activities that can improve teacher performance or student learning. It is understood that this will be in addition to the teacher's lunch period. It is understood that on shortened school days, this prep time may be adjusted.

8-5-1 **Teachers as Substitutes:** When the need arises for a teacher to be used as a substitute for another teacher during his/her prep time, the teacher will be compensated at the appropriate portion of a certified substitute rate.

8-6 **School Calendar:** A committee appointed by the Association will meet with the Administration prior to April 1 of each year to develop the school calendar. The proposed calendar shall be subject to approval by the Board of Trustees and shall be in accordance with Section 8-2.

8-7 **Evaluation:** The purpose of teacher evaluation is for the improvement of professional performance.

8-7-1 **Category 1, 2, & 3:** Teachers shall receive a formal written evaluation at least twice during each year, of which one shall occur prior to January 1. The Superintendent or Building Administrator shall act as the evaluator. ID Code 33-514 (4)

8-7-2 **Renewable Contract:** Teachers shall receive a formal written evaluation at least once each contract year. The Superintendent or Building Administrator shall act as the evaluator. Idaho Code 33-514(4)

8-7-3 **Observations:** Each formal written evaluation shall be preceded by at least one (1) classroom observation. Observations of performance will both be formal planned settings and informal monitoring conducted openly and with full knowledge of the teacher. The results of any evaluation shall be made a matter of record in the employee's personnel file. Feedback will be made available to the teacher within thirty (30) calendar days of each observation.

8-7-4 **Conference:** A conference shall be held between the teacher and the evaluator following the formal evaluation. A copy of each formal written evaluation signed by both parties shall be given to the teacher and placed in the teacher's personnel file.

8-7-5 **Appeal Process**: If a teacher disagrees with the findings of their formal evaluation, the teacher shall have the following rights of appeal within 15 working days of the receipt of their formal evaluation results in one of the following ways:

- The right to submit a written objection to the formal written evaluation. Both parties shall sign the file copy.
- The right to request another observation and a second evaluation by the same Administrator who did the first evaluation or another administrator in the District.
- If, at the end of this process, the employee doesn't believe the evaluation process was followed or the conclusions of the evaluator are not supported by the evidence and data, the employee may utilize the grievance process to come to a final resolution.

8-7-6 **Performance Improvement:** It is primarily the teacher's responsibility to improve their performance in problem areas noted in any evaluation. The Superintendent or Building Administrator should provide positive assistance to the teacher in correcting any deficiencies. If the deficiencies are serious enough to warrant potential probation or termination, then multiple evaluations are required.

8-8 **Transfers:** The Board recognizes that it is desirable in making changes to consider the interests of education and the aspirations of its teachers. Request by a teacher for transfer to a different class, building, or position shall be made in writing to the Superintendent. The request shall set forth the reasons for transfer, the school, grade, or position sought, and the applicant's qualifications and while the administration has the final authority to make such decisions it will take into consideration an employee's request. Should the administration deny a request for transfer, it will promptly provide the teacher with specific reasons for its denial.

8-8-1 **Involuntary Transfer:** An involuntary transfer will be made only when deemed

necessary by the Board of Trustees. Except in the case of an emergency, the Board shall notify the affected teacher in writing prior to August 1 if the change is made during the summer or as soon as possible in advance of the change if it is to happen during the regular school year. (Refer to Article 10)

8-9 **Duty-Free Lunch:** Each teacher will be provided a 30-minute duty-free lunch break. Only if they do not receive a 30-minute duty free lunch period will the following be in effect: Anyone required to supervise due to a lack of other hired help during that time will be provided with a school lunch and paid $6.00 per lunch duty.

8-10 **Class Size:** Every effort will be made to restrict class size. The Association agrees to work cooperatively with the District toward using the small class size as an opportunity to provide more individualized educational opportunities for each student. (CCSD 161 Policy)

ARTICLE 9 – LEAVES

9-1 **Hours of Leave:** For leave purposes, a whole day is equal to 8 hours and a half day is equal to 4 hours. Anything other than this will be counted in hour intervals.

9-2 **Sick Leave:** Sick leave will be granted for full-time employees as 72 hours per school year and prorated based on hours worked per day for any certified employee less than 1 FTE. Sick leave is given at the beginning of the school year. However, if an employee is terminated or resigns before the end of their contract, sick hours will be reduced by percent of contract not fulfilled. Any sick hours used beyond what had been earned must be paid back.

The District will require substantiation of the illness or condition submitted by the employee in writing upon request by the District for any days beyond 3 consecutive. This will include a doctor's written statement that includes days of absence from work and approved return to work date.

Any employee who shall misuse sick leave by attempting to use said allowance for other purposes shall be subject to disciplinary action up to and including termination.

9-2-1 **Personal Use of Sick Leave:** Sick leave is to be used for absence caused by personal illness, medical needs related to the birth (whether mother or baby) of a child or medical needs related to adoption, or accident that renders the employee incapable of carrying on his or her duties. Teachers shall also be allowed to use sick leave when such absence is due to illness in the teacher or teacher's spouse's family where the teacher is a caretaker. The Board / Superintendent may require proof of illness to prevent malingering and misuse of leave.

9-2-2 **Prorated Sick Leave:** Teachers employed on other than a full-time basis shall receive a prorated portion of the annual sick leave.

9-2-3 **Notification of Sick Leave:** The District will notify each teacher of the number of sick leave days available for his or her use on each paycheck.

9-2-4 **Unused Sick Leave:** Under Idaho law, portions of unused sick leave are available as severance allowance upon retirement for the purchase of medical insurance.

9-2-5 **Donation of Leave Time:** Teachers will have the right to donate up to a total of 32 hours per year of their sick leave or personal leave to colleagues who have exhausted their entire sick and personal leave. Teachers will notify the Business Manager of their desire to do so in writing. Donated leave can only be used as sick leave.

9-2-6 **Extended Sick Leave:** After a teacher has expended all other leave extended to that teacher, and in the event of a grave illness or death in the family as defined in Sections 9-2-1, they may request from the Superintendent an additional 2 weeks (equivalent to 8 of their workdays). Extensions provided beyond the 2 weeks may be granted through the School Board only. When extended sick leave is granted, the amount to be deducted from the teacher's salary shall be $125 per day granted.

9-3 **Personal Leave:** Employees who are normally scheduled to work less than 12 months (i.e. 9 month school year) will be entitled to 40 hours for the 24-25 school year, and starting in 25-26 will be 32 per year. These hours can be used for any personal or business-related concerns. Personal Leave must be requested 5 working days in advance. If less than 5 days in advance it must have Superintendent approval.

Personal leave must be used within the school year earned and on a contracted workday. No personal leave will be allowed the 2 days immediately prior to or after Christmas Break. Sixteen (16) hours of personal leave can be carried over from one year to the next for a maximum of 48 hours available at the start of a school year. A one-time allowed retro carryover from 23-24 year of 8 hours will be allowed if available and requested.

In the event an individual teacher does not expend personal leave during the course of the year, the District will compensate that teacher at the rate of pay of $13 per hour for the unused leave. The teacher needs to notify the Business Manager of their request to be paid or carry hours over by June 5 on a form provided by the District. Failure to turn in form will result in loss of remaining hours. If an employee is terminated or resigns before the personal leave days have been earned, any days used beyond what had been earned must be paid back.

9-3-1 **Prorated Personal Leave:** Teachers employed on other than a full-time basis shall receive a prorated portion of the annual personal leave.

9-4 **Parental Leave:** Upon approval by the Board, a teacher may be granted an unpaid leave for child birth or adoption purposes for a period of up to 12 weeks consistent with the provisions of the Family Medical Leave Act. Upon return from said leave, the teacher will be assigned to a position in the District. There will be no loss of accumulated benefits of sick leave or continuing contract status while on this leave, and teachers may participate in the group insurances by paying the entire premium for a period of time that is governed by insurance law.

9-5 **Civic Duty Leave:** Upon request, temporary leave at full salary shall be provided each teacher.

9-6 **Leave of Absence:** Renewable Contract Teachers desiring an unpaid leave of absence must make formal application through the Superintendent to the Board, by March 1st. Idaho Code 33-513 (6) (7) Leave may be granted for a period up to one academic year. If the application for unpaid leave is granted, the following shall be allowed:

9-6-1 **Accumulated Benefits:** Sick leave and contractual status benefits accumulated prior to a leave of absence shall not be lost while on leave of absence.

9-6-2 **Group Insurance Participation:** Those on leave may participate in group insurance with the teacher paying the premiums for a period of time that is governed by insurance law.

9-6-3 **Position Guarantee:** Upon return, the teacher shall be assigned to the same or similar position in the District.

9-6-4 **Extension of Leave:** the Board may extend leaves upon approval.

9-7 **Professional Leave:** Upon approval of the Superintendent, teachers may be granted leave without loss of pay and a substitute provided for the following purposes: Attendance at professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intra-school visitations, or other activities deemed appropriate by the District. Requests for such leave shall be made to the Superintendent five (5) working days in advance of the date of the leave. The teacher will be reimbursed for transportation and other expenses that have been pre-approved upon proper claim and verification at the rate established by the District.

9-8 **Bereavement Leave:** Teachers shall be allowed 5 days bereavement leave in the event of death in the teacher's or teacher's spouse's family or of someone of great personal significance to the teacher, upon proof of death (death notice, obituary). In the event that

bereavement leave is requested for a non-family member, the superintendent will review the merits of the individual case.

9-9 **Emergency Leave:** In the event that official road closures occur, or due to acts of nature rendering a teacher unable to attend school, the teacher being affected will be granted emergency leave to cover the absence.

ARTICLE 10 - GRIEVANCE PROCEDURE

10-1 **Purpose:** The purpose of the grievance procedure is to provide a framework within which employees may work with the District toward solving problems as they arise and to guarantee fair treatment.

10-2 **Informal Resolution:** It is expected that all parties to a disagreement, complaint, or problem will initially attempt to solve such problems before filing a formal grievance.

10-3 **Formal Resolution:** The teacher shall be bound by the procedure established below if a formal grievance is filed.

10-3-1 **Definitions:**

10-3-1-1 **Grievance:** A written claim by a teacher, group of teachers, or the Association that a dispute or disagreement exists with the administration and / or the Board of Trustees. Some common grievances involve interpretation of the terms of this agreement or an existing Board rule, policy, or practice, or that an employee has been treated unfairly or that there exists a condition that jeopardizes employee health or safety.

10-3-1-2 **Grievant:** Is the teacher, group of teachers, or the Association making the claim.

10-3-1-3 **Days:** Reference to "days" regarding time periods in this procedure shall refer to working days.

10-3-2 **Time lines:**

10-3-2-1 **Initial Complaint:** Within thirty (30) days following knowledge of the act or condition that is the basis of the complaint, the grievant may file a grievance.

10-3-2-2 **Failure of Response:** Except by mutual written agreement, failure

by the employer at any step to communicate, in writing, a decision within the specified time limit shall permit the grievant to proceed to the next level. Likewise, failure by the grievant at any level to appeal, in writing, a grievance to the next level within the specified time shall be considered acceptance of the decision at that level.

10-3-2-3 **Class Grievance:** the Association may initially file Class grievances involving one or more employees.

10-3-2-4 **Time Limits:** The time limits for decision or appeal are:

- Level 1- five (5) working days
- Level 2- ten (10) working days
- Level 3- twenty (20) working days

10-3-3 **Levels:** The levels for decision are:

- Level 1- The Superintendent
- Level 2- The Board of Trustees
- Level 3- Fact-finding through a mediator

10-3-4 **Grievance Process:** If the grievant is not satisfied with the disposition of the grievance at any level, an appeal may be made to the next higher level. If the grievance remains unresolved at the conclusion of Level 2, it may be submitted to a mediator jointly agreed upon by the District and Association. The Superintendent shall submit names of potential mediators to the Board of Trustees and to the grievant for their mutual consideration within 10 working days after receiving a written request from the grievant.

10-3-5 **Mediation:** The decision of the neutral mediator shall be final.

10-3-5-1 **Restrictions:** The mediator shall have no power to alter the terms of this agreement or any board policy, rule, or practice.

10-3-6 **Representation:** Association Right to be Present: The Board acknowledges the right of the Association's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Association's representative is not present.

10-4 **Miscellaneous Provisions:**

10-4-1 **Cooperation:** All parties agree to cooperate in the investigation of any grievance.

10-4-2 **Nonreprisal:** No reprisals of any kind shall be taken by the Board or the

administration against any employee because of the employee's participation in this grievance procedure.

10-4-3 **Release Time:** Should the investigation or processing of any grievance require that any employee or an Association representative be temporarily released from his or her regular assignment for discussions with the Superintendent, Board of Trustees, or mediator, said employee or representative shall be released without loss of pay or benefits.

10-4-4 **Grievance Records:** No record of any grievance proceedings shall be placed in an employee's personnel file.

10-4-5 **Grievance Withdrawal:** A grievance may be withdrawn at any level without establishing precedent.

10-5 **Limitations:** No rights or procedures accorded by the grievance policy shall apply to situations involving probation, non-reemployment, nonrenewal of employment contracts, or discharge of employees, which matters are governed solely by the laws of the State of Idaho.

ARTICLE 11 - INSURANCE

11-1 **Insurance:** The Board shall provide each certified employee with health care protection at an individual rate. The Board and the Association shall agree to the policy during a jointly held meeting. Insurance coverage is effective for the full contract year except in the case of early termination of the contract. Upon termination of employment and expiration of current contract, health insurance coverage is controlled by COBRA.

11-1-1 **Spouses:** In the event that spouses are employed in the District, they will be given the option of having one policy with the second premium being applied toward a family insurance plan. The employees will have to pay the difference above and beyond.

ARTICLE 12 - CERTIFIED COMPENSATION

12-1 **Salary Ladder:** The District will pay the employee the negotiated amount for the salary ladder following Schedule A.

12-1-1 **Additional Allocations:** The additional allocations from the state based on BA+24 or Masters will be dispersed throughout the contract year as outlined in

Schedule A, to the teachers with that educational level at the beginning of the school year. In the event that any personnel qualified for movement on the Advance Professional Rungs, they will receive the corresponding additional amount spread over the remaining months of current contract year, following notification from the state.

12-1-2 **Course work:** The Board reserves the right of approval of all course work taken that is to be applied toward advancement on the salary schedule. It is understood that course work can be of the undergraduate or graduate level and shall be granted for any credited course work related to the teacher's teaching assignment(s).

Any teacher wishing to utilize the In-service Verification form allowed by the State of Idaho for recertification, must attach all supporting documentation verifying hours and instructional content, to the form upon submission to the Superintendent for signature. Idaho Code 33-523(1)(d) states that student and staff activities related to the opening and closing of the school year, grade reporting, program planning, staff meetings, and other classroom and building management activities shall not be counted as staff development. These activities cannot be used to meet the required hours for the In-service Verification Form.

12-1-3 **Re-certifications:** Any teacher who does not have on file in the District's office a current certificate by November 1 of the current contract year will not be paid until such documentation is furnished to the District. Any teacher who does not complete this requirement by December 1 of the current contract year will be subject to immediate suspension and/or termination.

12-2 **Pay Day:** Teachers will receive their pay on the 20th of each month. In the event that the 20th lands on a Saturday, Sunday, or federal holiday, the teachers will receive their pay on the Friday before.

12-3 **Extra-Duty Contracts:** All short-term extra-duty contracts (i.e. coaching, summer school) will be paid at the end of the contract in regular payroll. All other extra-duty contracts (i.e. Head Teacher, Technology, and Athletic Director) will also be included in regular payroll. Idaho Code 33-515 (a) (1)

12-4 **Staff Continuity and Highly Qualified Teacher Bonuses:** If the teacher has a successful evaluation, is recommended for rehire, and has a current Idaho Certification then he/she will be eligible for a *staff continuity contract bonus*. That bonus will be based on the number of continuous successful evaluations. This bonus is $100 for the 2nd and 3rd continual contract, $200 for the 4th, 5th, and 6th continual contracts, $300 for the 7th through 10th continual contracts, $400 for the 11th through 14th continual contracts, $500 for the 15th through 18th continual contracts, $600 for the 19th through 22nd continual

contracts, $700 for the 23rd through the 26th continual contracts, $800 for the 27th through the 30th continual contracts, and $900 for the 31st and all following contracts.

12-5 **Advanced Professional Endorsement Definitions**:

12-5-1 **Leadership Language:** Certified instructional, or pupil service staff person shall be considered to have demonstrated professional leadership if she/he meets any of the following criteria:

- Serves on a district leadership committee or other committee providing guidance to the district, a department, program, or school building
- Serves on a site-based committee providing guidance, direction to staff or one that makes site-based decisions
- Serves in a leadership position in a professional association related to public education
- Serves on a community or state group/organization that works to benefit public education.
- Serves in a leadership position in the local education association.
- Has received a Master Educator Premium, National Board Certification or leadership premium (re: Idaho Code 33-1004(j))
- Documents providing mentoring, collegial support or professional development to staff and pre-service educators
- Staff working as an instructional coach, co-curricular advisor, department team member, grade-level team, or professional learning community, and other groups, teams, or roles supporting students and the district.

12-5-2 **Student Growth:** In accordance with Idaho Code, student growth measures shall be determined by the instructional or pupil staff person according to the curriculum and standards of the district. The growth measures shall not be based upon assessments that are not intended to be used as a measure of individualized student growth. The growth measures may include student learning objectives, formative assessments, teacher-constructed assessments of student growth or pre- and post-tests that reflect state standards.

12-6 **Recertification Credit Support:** Upon recertification, a teacher is eligible for a payment of up to 2 credits at a rate of $65 per University or College credit. Payment will be made upon submission of letter requesting reimbursement, official transcripts and new certificate on file in the district office.

12-7 **Jr./Sr. High Class Advisor Stipends:** Each teacher teaching in the Clark County Jr. / Sr. High School will be assigned a class advisor position. As such, each advisor will receive a $100 stipend in the June paycheck.

ARTICLE 13 - REDUCTION IN FORCE

13-1 **Purpose:** The Board has the obligation and responsibility to discontinue programs and reduce staff to operate within the constraints of its financial capabilities or to manage a curricular change. The Board may adopt a reduced educational program by reason of its financial necessity, including, but not limited to, declining enrollment, levy failure, decreased federal, state, or local funding.

13-2 **Determination of Necessity For:**

13-2-1 **Expert Advice:** Following the declaration of an emergency, the Board may seek expert advice relative to the discontinuation of programs and/or services and alternative measures that may be taken. This expert advice may come from sources such as the Superintendent, Association, the State Superintendent of Public Instruction, etc.

13-2-2 **Community Input:** The Board will properly notice and discuss at a regular or special meeting of the Board of Trustees any changes in programs or reductions in force.

13-2-3 **Board Decision:** After receiving all input, the Board shall decide whether to institute the Reduction-in-Force Policy. Idaho Code 33-522

13-3 **Determination of Persons Affected:**

13-3-1 **Attrition:** In order to minimize the impact of involuntary staff reduction, the Board shall attempt to accomplish the required reduction through natural attrition.

13-3-2 **Leave of Absence:** If attrition fails to meet the required reduction, other reductions shall be made by inviting staff members with at least one (1) year of experience to apply for a one (1) year leave of absence without pay. Any staff member taking such leave of absence shall be entitled to re-employment by the District following the expiration of the leave period unless such person would otherwise be laid off or contract non-renewed under these staff reduction procedures.

13-3-3 **Layoff:** If voluntary staff reductions have not addressed the need to reduce faculty, then the employee will be laid off based upon current certification endorsements, highly qualified teacher status, evaluations, and Board discretion. Idaho Code 33-522 (a)

13-3-3-1 **Notification:** A teacher who is being RIF'd shall be given notice no later than July 1st of the current year.

13-3-4-2 **Recommendation:** Teachers RIF'd shall receive a written letter from the Superintendent that they were performing satisfactorily at the time of the Reduction in Force.

13-4 **Rights of Teachers who are RIF'd:**

13-4-1 **Rehire:** In the event that positions become available within one (1) year, those persons who are RIF'd may be offered contracts in the reverse order of their separation.

13-4-1-1 **Benefits:** Teachers rehired shall retain all appropriate sick leave and retirement benefits and receive proper placement on the salary schedule.

13-4-1-2 **Contact Time:** If the person cannot be contacted or fails to respond within twenty (20) calendar days, the Board shall open the position to other applicants.

13-4-1-3 **Requirements:** A teacher returning to employment with the District must meet the guidelines as outlined in the Code of Ethics of the Teaching Profession adopted by the State Board of Education and be properly certified.

13-4-2 **Insurance:** Teachers who are RIF'd shall be allowed to participate in group insurance; with the teacher paying the premiums for a period of time that is governed by insurance law.

13-5 **Transfers:** transferring currently employed staff members within the District by reason of certification, training, and/or experience shall fill Positions opened by a Reduction in Force.

ARTICLE 14 - DURATION

14-1 **Duration:** The provisions of this agreement shall enter into force on July 1, 2022, and will continue and remain in full force and in effect until June 30, 2023.

14-2 **Changes in Agreement:** During its term this agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in written and signed amendment to this agreement.

14-3 **Retroactivity:** Upon ratification of amendments or additions to this agreement by both parties, the terms and conditions herein shall be retroactive to the beginning of the school year for which these items and conditions are currently being negotiated.

14-4 **Agreement:** This agreement is signed the 13th day of June, 2024.

IN WITNESS THEREOF:

For the Association: For the Board:

Schedule A:

2024-2025 Salary Schedule

	2022/2023 Base	SB 1205 Allotment	Total
R1	$41,500	$2,200	$43,700
R2	$42,500	$2,200	$44,700
R3	$43,500	$2,200	$45,700
P1	$44,500	$2,200	$46,700
P2	$46,250	$2,200	$48,450
P3	$48,000	$2,200	$50,200
P4	$49,750	$2,200	$51,950
P5	$52,406	$2,200	$54,606
AP1	$55,000	$2,200	$57,200
AP2	$56,500	$2,200	$58,700
AP3	$58,000	$2,200	$60,200
AP4	$59,500	$2,200	$61,700
AP5	$61,000	$2,200	$63,200

Additional Stipends	
BA + 24 credits	+ $2,000
Master's Degree	+ $3,500
Grandfathered Level*	+ $1,500

*Grandfathered level of the salary schedule for personnel that were previously at rates higher than their placement on the salary schedule. New personnel cannot be added to the Grandfathered level.