

PROCEDURAL AGREEMENT
WHITEPINE JOINT SCHOOL DISTRICT #288 and WHITEPINE EDUCATION
ASSOCIATION
July 1, 2020 – June 30, 2021

This agreement entered into by the Board of Trustees of the Whitepine Joint School District #288 (hereafter referred to as the Board) and the Whitepine Education Association (hereafter referred to as the Association), pursuant to the laws of the State of Idaho, the aforementioned parties agree to as follows:

1. Bargaining Units

The Board recognizes the Association as the exclusive bargaining representative of all certificated employees except those who spend fifty (50) percent or more of their time in administrative and/or supervisory activities.

2. Negotiations

- A. At the beginning of the first negotiations session the Association will submit complete written proposals to the Board through the Board's appointed negotiators.
- B. The district and the Association agree to negotiate salaries, the salary schedule, health and accident insurance, major medical insurance, extracurricular pay, RIF procedure, sick leave, personal leave, professional leave, grievance procedure, class assignment, Association rights, evaluation procedure, recognition and communication.

3. Meetings

- A. Both parties agree the first negotiations meeting will occur after the legislative session ends.
- B. Negotiations shall be conducted at times and places agreed to by the negotiators of each party prior to the first meeting.
- C. The Board's negotiators shall appoint a recording secretary who may sit at the bargaining table to take minutes of the sessions. Each team will be provided a copy of the minutes within five (5) days of the negotiation session. The recording secretary may audio-record negotiation sessions.
- D. Each succeeding meeting time, place and date will be agreed upon at the close of the preceding meeting.
- E. The length of each meeting session will not exceed three (3) hours per meeting unless mutually agreed upon to lengthen the time.
- F. Regular negotiations will not be conducted during the school day.
- G. Either party may call a recess.

4. Negotiating Teams

The negotiating team for each party shall consist of no more than three members, one of whom shall be selected as chief negotiator. Either party may utilize the services of no more than four (4) alternates and/or observers provided they are employees of the district. Only the chief negotiator for each party may bargain on behalf of their negotiation team. Either party may, with the consent of the other, invite an outside adviser to speak to specific issues.

5. Signed Agreements

Proposals which are tentatively agreed to shall be initialed by the chief negotiator of both negotiations teams during the session in which they are agreed.

6. Dispute Resolutions

- A. If, on August 1st, a dispute exists concerning unresolved items under 2B above, mediation under the auspices of the Federal Mediation and Conciliation Service shall be utilized to help resolve the dispute. Prior to August 1, either party may request mediation.
- B. At the time mediation is requested, the party declaring a dispute must identify the areas of dispute in writing to the other party and the prevailing services, as identified in item 6A.

C. Cost of a mediator and/or fact-finding shall be shared equally by both parties involved.

7. Ratification

All items agreed to by both negotiating teams are tentative until ratified by the Association and the Board. Ratification shall be on the entire package only.

8. Termination

This agreement having been agreed to by both the Board and the Association is effective July 1, 2020-June 30, 2021.

NEGOTIATED AGREEMENT
WHITEPINE JOINT SCHOOL DISTRICT #288 and WHITEPINE EDUCATION
ASSOCIATION
July 1, 2020 – June 30, 2021

I. DEFINITIONS

- A. *Professional Employee* – A certificated person employed by the District as a classroom teacher, counselor, or specialist defined as a “teacher” by the State of Idaho.

II. PREAMBLE

- A. This agreement is made and entered into the 28th day of August, 2020, by and between the Board of Trustees of Whitepine Joint School District 288 and Whitepine Education Association as the exclusive representative organization of the professional employees of said district as identified in the Procedural Agreement.
- B. *Rights of the Board* – The rights of the Board as established by law and recognized within the provisions of the Procedural Agreement shall be made a part of this agreement by reference.
- C. *Association and Professional Employee Rights* – The rights of the Association and of professional employees as established by law and the Procedural Agreement shall be part of this agreement by reference.

III. CLASS ASSIGNMENT

- A. Professional employees will be assigned within the scope of their teaching certificates or major or minor fields of study when possible. Having once been assigned to a specific grade level and/or subject matter area, a classroom teacher may be reassigned to a different grade level and/or subject matter area only after consultation, with the final decision resting with the administration.
- B. *Extracurricular Assignments* – All extracurricular amounts will be listed as a percentage of the base salary rather than dollar amounts.
- C. *Tennis, Track, and Football Assistants* – If the tennis or track team has twenty (20) or more students participating, an assistant coach shall be employed, if available. If the football team has thirty (30) or more students participating, a second assistant coach shall be employed.
- D. Supplemental Contracts that are academic or supervisory in nature, and Extra-Curricular duties that are included in an Administrative Contract, are not subject to WEA negotiation.

IV. SALARIES

A. SALARY SCHEDULE

Experience		BA		BA+15		BA+30		MA or BA+45		MA+15 or BA+60		MA+30 or BA+75**	
Yrs Completed*	STEP												
0	1	1.000	\$35,797	1.049	\$37,551	1.098	\$39,305	1.147	\$41,059	1.196	\$42,813	1.245	\$44,567
1	2	1.049	\$37,551	1.098	\$39,305	1.147	\$41,059	1.196	\$42,813	1.245	\$44,567	1.294	\$46,321
2	3	1.098	\$39,305	1.147	\$41,059	1.196	\$42,813	1.245	\$44,567	1.294	\$46,321	1.343	\$48,075
3	4	1.147	\$41,059	1.196	\$42,813	1.245	\$44,567	1.294	\$46,321	1.343	\$48,075	1.392	\$49,829
4	5	1.196	\$42,813	1.245	\$44,567	1.294	\$46,321	1.343	\$48,075	1.392	\$49,829	1.441	\$51,583
5	6	1.245	\$44,567	1.294	\$46,321	1.343	\$48,075	1.392	\$49,829	1.441	\$51,583	1.490	\$53,338
6	7	1.294	\$46,321	1.343	\$48,075	1.392	\$49,829	1.441	\$51,583	1.490	\$53,338	1.539	\$55,092
7	8			1.392	\$49,829	1.441	\$51,583	1.490	\$53,338	1.539	\$55,092	1.588	\$56,846
8	9					1.490	\$53,338	1.539	\$55,092	1.588	\$56,846	1.637	\$58,600
9	10					1.539	\$55,092	1.588	\$56,846	1.637	\$58,600	1.686	\$60,354
10	11					1.588	\$56,846	1.637	\$58,600	1.686	\$60,354	1.735	\$62,108
11	12							1.686	\$60,354	1.735	\$62,108	1.784	\$63,862
12	13							1.735	\$62,108	1.784	\$63,862	1.833	\$65,616
13	14									1.833	\$65,616	1.882	\$67,370
14	15									1.882	\$67,370	1.931	\$69,124

*Must be completed by 8/31/2020

**To qualify for movement on this Salary Schedule, credits above 60 beyond the Bachelors Degree (in the absence of a Masters Degree) must derive from courses that meet the criteria listed in sections IV.B.i.2 and 3.

Extracurricular Supplementary Contracts

Activity Director	0.135	\$4,833	Prom Coordinator	0.013	\$447
HS FB, VB, BB Head Coach	0.135	\$4,833	Yearbook Advisor	0.013	\$447
HS FB, VB, BB Asst. Coach	0.09	\$3,222	FFA Advisor	0.052	\$1,861
Cross Country Coach	0.09	\$3,222	BPA Advisor	0.052	\$1,861
Track Head Coach	0.105	\$3,759	Spirit Club Advisor	0.013	\$447
Track Asst. Coach	0.07	\$2,506	Student Council Advisor	0.023	\$834
Cheer Coach	0.065	\$2,327	Music, Concerts	0.03	\$1,074
MS FB, VB, BB Head Coach	0.055	\$1,969	Activities Photo	0.035	\$1,253
Concessions	0.055	\$1,962	IDFY	0.023	\$834
			Senior Advisor	0.025	\$888

IV. SALARIES

B. SALARY ITEMS

- i. Reimbursement for College Credit
 1. The District will reimburse teachers for two (2) credits per year, accumulative to nine (9) maximum, at no higher than the University of Idaho credit costs. The district will reimburse any teacher assigned out of their subject area.
 2. Classes requested for reimbursement must be an upper division or graduate course, depending upon the employee's status on the salary schedule (unless the course is required for a change in teaching assignment) and must be:
 - a. part of a planned program beyond the employee's present status, or
 - b. within the employee's endorsement areas, or
 - c. within the employee's present or proposed teaching assignment area(s).
 3. Course work related to that individual's teaching area can be interpreted as any course that would be beneficial to the learning experiences of the students involved. However, a course not directly related to the specific teaching field requires administration approval.
 4. To receive reimbursement for classes beginning after September of each year, a written claim on the district form plus receipts for verification must be submitted to the district office no later than September 15 of the following year. Payments will be made once a year only with the September payroll, thus limiting reimbursement to continuing teachers only.
- ii. National Board Certification
 1. A teacher of the Whitepine School District who has attained National Board Certification will be paid \$1,000 for five (5) years, commencing in the year of notification of attainment. The payment time and method will be the same as the State of Idaho's payment.
 2. The six (6) credits required for National Board Certification will be reimbursed by the district at a rate no higher than the University of Idaho rate and subtracted from those currently accumulated according to section IV.B.i.1. (Clarification: if the candidate does not have six (6) credits accumulated, according to section IV.B.i.1., the District will pay for the credits needed to fulfill NBC requirements).
- iii. Workshops and Conferences – The District will send teachers to workshops, conferences, and other training of the District's choice, at the District's expense, and as part of the teacher's contracted work year. In addition, should a teacher wish to attend such an event, and the District decline to support it, the Principal or Superintendent will state the reason in writing. The WEA President may then approve a maximum of \$300 for the teacher to attend the event, up to a \$2000 annual maximum for the staff, regardless of where the event is located.
- iv. Payment of Extra Salary Apportionment – Any extra money in the district's salary apportionment for increased individual education or training shall be distributed only to the employee who completed such education or training.
- v. Local Leadership Premium Funds
 1. Any money that is negotiated to be used for local Leadership Premiums shall be disbursed as determined by a committee made up of two administrators and two WEA designees. These are locally negotiated funds in addition to and separate from Leadership Premium Funds allocated by the state.
 2. Any such money not disbursed in the current year shall continue to be considered as teacher compensation and will be used in the future as determined by the committee.
 3. For 2020-21, the District will provide the same amount of funding and use the same criteria as the State did in funding the program the previous year.
- vi. Dual Credit Classes – The District will ensure that teachers offering dual credit classes are paid \$500 per class, per semester. This will be accomplished by adding the necessary amount to the stipend from the college offering dual credit.
- vii. Game Duty Fees – Teachers will receive \$50 for game duty. Teachers involved with the

activity need to report to their building secretary for monthly payroll purposes.

- V. **MEDICAL INSURANCE** - The Board agrees to provide Blue Cross medical insurance equivalent to \$200 deductible, 90% In-Network Co-insurance, \$1500 OOP, \$20 Office Co-pay, \$10/\$20 and 100% drug benefits, and vision and dental coverage for the employee. The District will pay full premium cost for major medical, vision and dental insurance for the employee only.

VI. **LEAVES**

- A. *Sick Leave* – At the beginning of each school year, each professional employee shall be credited with ten (10) or nine (9) (selected by the employee at the opening orientation) days sick leave with full pay to be used for absences caused by personal illness or emotional upset by accident or illness or illness of a member of the individual's family. The unused portion of such allowance shall accumulate from year to year with no limit.
- B. *Sick Leave Bank* – The purpose of the Sick Leave Bank (hereafter referred to below as the Bank) shall be to provide certificated employees, who qualify by membership in the Bank, with additional sick leave days as needed to recover from personal illness which causes absence from work and loss of all accumulated personal sick leave. The Bank shall not be used as a reserve for time lost due to short-term illness which would normally be covered by the employee's accumulated sick leave, nor for time due to illness in the family, bereavement, or for a purpose other than personal illness.
- i. Administration – The Bank shall be administered by the Sick Leave Council (hereafter referred to below as the Council) in conformance to the regulations set forth in this document. The Council shall be composed of two (2) Whitepine School Board members and two (2) Whitepine Education Association members. In the event of a tie vote by the Council, the Superintendent of Schools shall cast the deciding vote.
 - ii. Eligibility for Membership – Membership in Bank shall be extended to any certificated employee of the Whitepine School District.
 - iii. Membership – Employees who donate one day of sick leave to the Bank prior to October 1 shall be members of the Bank (hereafter referred to as member or members) and eligible for its services throughout the school year.
 - iv. Donations: Donations to the Bank shall conform to the following regulations:
 1. New Bank members (not Bank members the previous year) must donate one day of accumulated personal sick leave at any time prior to October 1.
 2. Current members (Bank members the previous year) who still wish to remain members will be assessed an evenly divided percentage of accumulated sick leave time until the maximum Bank allotment is reached (not to exceed one day in any given year) to continue membership. This percentage will be calculated after the addition of new members.
 3. Days donated to the Bank shall be non-returnable to the donor as accumulated personal sick leave in the event of loss of Bank membership or separation or transfer from the District.
 - v. Maximum Capacity – The maximum number of days in the sick leave bank will be computed as follows: Full Time Equivalent (FTE) certificated positions times four (4) days. Days given for membership after this time shall simply be lost and considered the price of membership.
 - vi. Maximum Withdrawal – The maximum number of days that shall be available for withdrawal for employee use in any one (1) year shall not exceed the bank's maximum capacity as defined in Item 5, *Maximum Capacity*, above. The maximum number of days available for any one individual employee per school year shall not exceed one hundred and twenty-five (125) days. The maximum days that can be given per request is twenty-five (25) days. The member may reapply for more days as needed.
 - vii. Employee Use of the Sick Leave Bank – Members shall conform to the following regulations when requesting use of Bank days.
 1. The member, or the President of the Whitepine Education Association (WEA) when the member is incapacitated, shall secure written evidence from the School

District's business office that:

- a. he/she has used all of his/her accumulated sick leave, and that
 - b. he/she has purchased one day of the individual's teacher salary making them eligible to apply for use of Bank days.
2. The member, or the President of WEA acting for the member, shall secure written proof of illness adequate to protect the district against malingering and false claims of illness as provided by Idaho Code 33-1216 and 33-1218.
 3. The member, or the President of the WEA acting for the member, shall secure written notification of the member's return to work date. If return to work is on a half day basis, the doctor must specify on the back to work notification. If prolonged illness requires subsequent related periodic visits to the doctor or medical facility during school time, the doctor must specify. Such specified days shall be covered by the Bank provided the maximum number of days drawn does not exceed one hundred and twenty-five (125).
 4. The President of the WEA shall forward the above necessary documents to the Sick Leave Council in writing within three (3) days of receipt of items VI. B. vii., 1, 2, and 3., above.
 5. The Council shall give full consideration to the WEA President's recommendations and to the accompanying statements and shall make final approval or disapproval of the request in full or in part in writing to the member within three (3) days of receipt of Items VI. B. vii. 1, 2, and 3., above.
 6. In the event the Superintendent of Schools must cast a tie-breaking vote, he/she shall decide and notify the member of his/her decision within three (3) days.
 7. If the member's request is approved, immediate transfer of the approved number of days from the Bank to the member shall be made. Except as provided in VI. B. vii. 8., below, each unrelated prolonged illness must be preceded by one (1) day individual teacher's salary before the same member is eligible to draw from the Bank again in the same school year. Total days drawn cannot exceed one hundred twenty-five (125) days.
 8. In the event of a recurring long term illness, the member or the President of the WEA, must reapply for every twenty-five (25) days sick leave needed from the Bank. It shall not be required that the member purchase an additional one (1) day of individual teacher's salary before receiving additional days from the Bank.
- C. *Personal Leave* – The principal or immediate supervisor shall grant personal leave in the amount of two (2) or three (3) (as selected by the employee at the opening orientation such that Personal Leave and Sick Leave total 12 days per year) days per school year, at full pay. Personal Leave days shall not be deducted from accrued sick leave; neither shall they be accumulated. Requests for Personal Leave are subject to administrative approval if the day(s) being requested would be used to extend vacation time. Personal Leave Days should not be used the first two weeks or last two weeks of the school year unless absolutely necessary. Each certificated employee may select to receive payment for unused personal day(s), at the employee's full daily rate of pay. Such payment will occur following the end of the school year.
- D. *Professional Leave* – Professional Leave up to two (2) days with full pay per year shall be granted to each professional employee upon approval of the employee's principal.
- E. *Bereavement Leave* – The board shall make available five (5) days for bereavement leave (independent of other leaves) in the event of the death of a family member or other person who has had a significant impact on the employee's life.
- F. *Association Leave* – The Whitepine Education Association shall be granted twelve (12) days of leave per year for the purpose of traveling to and participating in meetings and other business of the Association with the WEA reimbursing the district at the current substitute rate of pay. The WEA President will request all such leaves using the established leave request forms.

VII. WORKING CONDITIONS

- A. The school year for teachers shall be no greater than 190 days with 185 working days.
- B. The school day shall be no more than 6 hours of assigned classroom time and 8 hours of work per day.

- i. Preparation time – Each full-time teacher during the normal student day will have no less than a 30 minute daily preparation period in segments of no less than 20 minutes.
 - ii. Lunch Period – Each teacher will receive a continuous 30-minute duty free lunch period unless the person agrees to the change and is compensated for it. Under unusual, extreme conditions when extra supervision is necessary employees may be asked to supervise at noon by the principal with no extra compensation (if mutually agreed).
 - C. Flex Time – Sign up for a designated flex time shall be made with the building principal, special education director and the district office so that the administration knows the time schedule for each staff member. If an employee needs to change the hours during the year they are to notify the building principal.
 - i. Flex time one 7:30 AM to 3:30 PM
 - ii. Flex time two 7:45 AM to 3:45 PM
 - iii. Flex time three 8:00 AM to 4:00 PM
 - iv. As many as two days per month (to be mutually agreed upon between the WEA (teacher representatives) and Whitepine School Board prior to each year) staff may be required to work from 7:30 AM to 4:30 PM. This extra time will be added to accommodate Staff Development needs. Total time required shall not exceed 15 hours in any given school calendar year.
 - v. Staff agrees to waive the current flex time schedule for two school days each school year to allow for parent conferences in the evening.
 - D. Communications –
 - i. The Chair of the Board of Trustees, district administrators, and the Executive Committee of the Association shall, if requested by the Board Chair, Superintendent, or WEA President, meet four (4) times during the school year to discuss items of concern and report on progress made toward resolutions of any previously discussed concerns.
 - ii. The format of these meeting shall be informal and shall in no way preclude or supersede the negotiations format as required by law and the Procedural Agreement.

VIII. **EVALUATION OF PROFESSIONAL EMPLOYEES**

- A. A committee of administration, board and teaching personnel will be established to formulate a meaningful, constructive evaluation procedure. There will be a designated area on the instrument for teacher comment, and a copy of the evaluation will be given to the teacher.
- B. The intent of the evaluation procedure will be to improve the quality of education within the district by improving teacher performance.
- C. A copy of the final evaluation and recommendations shall be submitted, in written form, to the subject of the evaluation procedure within a reasonable time after the evaluation is completed.
- D. Teacher signature of the evaluation document shall indicate only receipt of that document and not necessarily agreement with its contents.
- E. Teachers have the right to answer, in writing, any and all provisions of an evaluation document. Such answer shall bear the signature of the teacher and evaluator, but doesn't necessarily represent either's agreement. Such answer shall become part of the primary document.

IX. **TERMINATION AND DEMOTION** – When a professional employee is to be involuntarily terminated or demoted, such termination shall be for just cause, and procedures shall conform to those established by the State Board of Education and the laws of the State of Idaho.

X. **REDUCTION IN FORCE**

- A. Basic Policy: Reduction in certificated staff positions shall occur when it is the decision of the Board of Trustees of Whitepine School District 288 when one or more of the following events have occurred:
 - i. A substantial reduction in funds which will be available to the school district for maintenance and operation and such reduction cannot be avoided by exercise of the board's taxing powers.
 - ii. A substantial reduction in total pupil enrollment.
 - iii. The discontinuance by the Board of Trustees of a particular type of teaching service, class or course of study, provided that such discontinuance is not for discriminatory reasons.
 - iv. A significant reduction or elimination of categorical financial aid for specific programs

offered by the district.

- B. Determination of Vacant Positions: The district will determine as accurately as possible the number of positions it has for certificated personnel by its regular May meeting of its Board of Trustees. The total number of available staff will be determined through knowledge of: retirement, normal resignations, discharge or non-renewal, etc., and these vacancies will be taken into consideration in determining the number of available certificated positions for the following school year. Vacant positions will be filled by transferring currently employed staff members within the district, unless by reason of certification, training, and/or experience, no qualified person is available. The services of no continuing contract employee may be terminated under the provisions of this policy while any annual contract or probationary employee, or any other employee with less seniority/service, is retained to render a service which said continuing contract employee is certificated to render.
- C. Transfer of Staff – When a particular category is cut, all staff with certification within that category will be reviewed. Those with certification in other categories will be invited to transfer to open positions, while those with single certification endorsement could be left to work in reduced category.
- D. Categories – Retention of certificated staff will occur within the following categories as far as possible as governed by section i of Basic Policy, above.
 - i. Elementary certificated employees will be considered for retention in these categories (in order of priority):
 1. Classroom teachers grades 1-6
 2. Elementary special education teachers
 3. Speech and hearing clinicians
 4. Kindergarten teachers
 5. Counselors/psychologists
 6. Elementary librarians
 7. Physical Education specialists
 8. Music specialists
 - ii. Secondary certificated employees (grades 7-12) with proper endorsements in the following areas will be considered for retention (in alphabetical order): Counselors/psychologists, Driver Education, English, Home Economics, Librarians, Mathematics, Music (instrumental and vocal), Office Occupations, Physical Education, Science, Secondary Special Education, Social Studies, Vocational Agriculture.
 - iii. Certification: To ensure that the Board of Trustees can implement the determined educational program, those certificated staff members must have valid Idaho certification with required endorsements to fill determined positions at the time of issuance of letters of intent by the board.
- E. Selection Within Categories: Certificated staff members shall be considered for retention in available positions within the sections I, ii, and iii of this policy under the sub-section Categories. In the event there are more qualified employees than available positions in a given category, the following criteria shall be used to determine which staff members shall be recommended for retention:
 - i. Seniority – Defined as the number of years or portions thereof in employment of Whitepine Joint School District 286 and Whitepine Joint District 288. Those with the higher seniority will be retained in the program.
 1. The district will list, by seniority, those staff members qualified in each designated category annually. The staff members shall have an opportunity to verify placement on each list prior to action by the district.
 2. The superintendent will have on file at the central office a seniority list which will be available for inspection during regular working hours. Copies will also be available in principals' offices.
 3. Date of employment shall be deemed to be the date when the employee rendered paid service to the district under Idaho certification. When two certificated teachers have the same seniority, that teacher who has had additional experience as a paid instructional aide of the district will be considered

the senior.

- ii. Retention – In the event that two or more certificated employees have the same seniority, retention will be determined by professional credits earned.
 - iii. Retention Committee – In the event that two or more certificated employees have the same seniority, professional services and certification norms, retention will be determined by a retention committee composed of the superintendent, building principal, and a board member.
- F. Implementation Dates – Certificated employees on continuing contract status must be notified in writing by April 1 that they are not recommended for retention in accordance with the provisions of this policy. Certificated employees not covered by continuing contract status shall be notified in writing no later than May 15 that they are not recommended for retention in accordance with the provisions of this policy.
- G. Substitute Teacher Pool: Any certificated employee terminated under this policy and wishing to do substitute work in the district will be given preference.
- H. Recall: Certificated employees will be recalled in reverse order of layoff, provided that certification requirements and norms delineated in this policy are met by the certificated employee next in line.
- i. Desire to Return – At the time of termination the district shall provide terminated teachers the opportunity to express in writing a desire to return to the district. In the event of recall, the district shall notify a certificated employee of recall by certified mail at the last address given to the district by the employee. A certificated employee shall have seven (7) calendar days from receipt of the letter to notify the district of his/her intent to return and must be able to return within twenty-one (21) calendar days of said response. It is understood that failure of the certificated employee to meet the time limits shown above shall be considered the resignation of said employee.
 - ii. Recall List – A certificated employee who is laid off will remain on recall list for twenty four (24) months after the effective date of his/her layoff unless he/she:
 - 1. Waives his/her recall rights in writing.
 - 2. Resigns.
 - 3. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a similar position.
 - iii. Benefit Entitlement – All benefits to which a certificated employee was entitled at the time of his/her layoff including unused accumulated sick leave, will be restored to him/her upon his/her return to active employment, and he/she will be placed on the proper step of the salary schedule for his/her current position according to his/her experience and education but shall receive no credit for the actual period of the layoff.

XI. GRIEVANCE PROCEDURE

- A. The Board of Trustees of Whitepine School District 288 recognizes the need to provide for the orderly resolution of any grievance arising out of a purported violation, interpretation, or inappropriate application of school district policies or administrative rules and regulations. Any school employee shall have the right of access to the grievance procedures adopted by this school district. The Board guarantees that there shall be no reprisals against any employee utilizing the grievance procedures, or a part of interest thereto, by the Board or any employee of the school district. The written procedures for this policy are as follows, with printed copies of the grievance procedures made available to all employees of the Whitepine School District.
- B. Definition of Terms:
- i. "Grievance" shall mean a complaint by an employee or group of employees.
 - 1. That there has been to him/her (or them) a violation or inequitable application of any provisions of the contract, or
 - 2. That he/she (or they) has (have) been treated inequitably by reason of any act or condition which is contrary to established school board policy or practice governing or affecting employees.
 - ii. "Aggrieved" is the person (or persons) who has the grievance and is presenting the complaint.
 - iii. The "Party of Interest" is either the person or persons making the complaint or the

person or persons against whom the complaint is made.

- iv. "Consultant" is the one who advises either party in interest.
- v. "Representative" is the one who may speak for and/or advise a party in interest.
- vi. "Immediate Supervisor" is the one who has direct administrative or supervisory responsibilities over the aggrieved in the area of grievance as stated in school board policy.
- vii. "Advisory Arbitration" is a decision advisory to the parties in interest compiled by a committee of arbiters. This advisory arbitration committee can be compared to an investigating committee.
- viii. "Days", when used in this article, shall, except where otherwise indicated, mean the aggrieved working days.
- ix. "Persons Officially Involved" means the superintendent, his/her representative and/or consultant, the aggrieved, his/her representative and/or consultant, and witnesses.
- x. "Association" means any organization representing either the certificated or the classified personnel, which has been elected by a majority vote of the respective employees.

C. General Procedures:

- i. These procedures should be processed as rapidly as possible; the number of days indicated for settlement of appeal at each level should be considered maximum; the time limits can be extended by written mutual consent of the parties involved at any level of the procedure.
- ii. All parties should attempt to complete the procedures by the end of the school year. The parties shall make good faith effort to shorten the number of days provided at the various steps in order to finish by the end of the school year and avoid, if possible, carrying the process into the summer vacation period or the following school year.
- iii. The school district recognizes the local employees association's grievance committee.
- iv. All parties in interest have a right to consultants or representatives of their own choosing at each level of these grievance procedures, except arbitration.
- v. There shall be no restraint, interference, discrimination, or reprisal exerted on any employee choosing to use these procedures for resolution or grievances.
- vi. Failure at any level of this procedure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next level. A grievance may be withdrawn at any level without establishing precedent.
- vii. All documents, communications, and records of a grievance will be filed in the school district office separately from the personnel files. References to the records, such as a summary, should be placed in the appropriate personnel file(s).
- viii. Forms for processing grievances shall be prepared by the superintendent or his/her designated representative in cooperation with the Association and will be printed and given appropriate distribution by the parties so as to facilitate operation of the grievance procedure.
- ix. If any member of the Association's grievance committee is a party in interest to any grievance, he/she should not serve as the Association's grievance representative in the processing of such grievance.
- x. In the course of investigating any grievance, representatives of either party in interest who need to contact an employee or student in school will contact the building supervisor of the building being visited and will state the purpose of the visit immediately upon arrival.
- xi. Every effort will be made by all parties to avoid interruption of classroom and/or any other school-sponsored activities.
- xii. Every effort will be made by all parties to avoid the unnecessary involvement of students in the grievance procedure.
- xiii. All parties in interest will process grievances after the regular workday, or at other times which do not interfere with assigned duties.
- xiv. Each grievance shall have to be initiated within ten (10) days after the occurrence of the

cause for the complaint; however, if the aggrieved did not become aware of the occurrence until a later date then he/she must initiate action within the ten (10) days following his/her first knowledge of the cause. In failing to thus initiate action he/she may be considered to have no reasonable grievance.

- xv. Financial Responsibility: Each party shall pay any and all costs incurred by said party. Arbitration costs of the third arbitrator shall be borne equally by both parties.
- xvi. The grievance procedure will not be used while an aggrieved is under the jurisdiction of the courts or has resorted to the judicial process.
- xvii. Grievance at Level One and Level Two may be submitted directly to Level Four for a decision by mutual agreement in writing of the parties concerned.

D. Level of Grievance Appeal:

- i. Level One – Informal and formal grievance level. The aggrieved will first discuss his/her grievance with his/her principal or immediate supervisor, either individually through the school grievance representative, or accompanied by a representative, with the objective of resolving the matter informally. The immediate supervisor will try to resolve this matter within a period of three (3) days. If the aggrieved is not satisfied with the disposition of his/her grievance, he/she may file a written grievance with his/her immediate superior (who has administrative authority to act) within ten (10) days following the act or condition which is the basis of his/her complaint, or if the aggrieved had no knowledge of said occurrence at the time of its happening, then within ten (10) days of the first such knowledge. This complaint shall set forth the grounds upon which the complaint is based and the reasons why the aggrieved considers the decision rendered is unacceptable. The immediate supervisor shall communicate his/her decision in writing within five (5) days to the aggrieved. Within five (5) days of receipt of the decision rendered by the immediate supervisor, the aggrieved, if he/she is not satisfied with the decision of the immediate supervisor, may appeal in writing to the superintendent.
- ii. Level Two – Appeals to the superintendent must be heard within ten (10) days after receiving it. The superintendent must provide the parties in interest written notice of the time and place at least five (5) days prior to the hearing. Attendance at this hearing of appeal shall be limited to persons officially involved. Parties in interest may elect to call witnesses, who shall appear individually at the hearing. Within five (5) days of hearing the appeal, the superintendent shall communicate to the aggrieved and all other parties present at the hearing his/her written decision, which shall include supporting reasons therefore. If the aggrieved is not satisfied with the decision of the superintendent, he/she may file a written appeal with the superintendent within five (5) days from the receipt of the superintendent's decision. The Appeal shall state the aggrieved's reasons for appealing the decision of the superintendent and request appeal to level three, Advisory Arbitration.
- iii. Level Three – A three-member advisory arbitration committee shall be composed of one person appointed by the superintendent, one person appointed by the aggrieved, and one person appointed by the two members already appointed. Within ten (10) days of the receipt of the appeal, the committee shall investigate all decisions and reasons therefore and all other data deemed necessary by the committee, and a written advisory recommendation will be presented to the superintendent and the aggrieved containing the reasons therefore. Within five (5) days the superintendent will review the recommendation of the committee and render a written decision to the aggrieved. If the superintendent's decision following the advisory committee's recommendation is unsatisfactory to the aggrieved, he/she may appeal in writing to the Board within five (5) days of receipt of the superintendent's decision at level three.
- iv. Level Four – Within five (5) days of the receipt of the appeal, the Board will notify all official parties of a hearing to be held within ten (10) days of the receipt of the appeal. The Board shall hear arguments of the superintendent and the aggrieved. At the request of the aggrieved, the hearing before the Board shall be a public hearing. Within five (5) days following the hearing, the Board shall render a decision in writing to all official parties.

XII. DURATION

- A. The provisions of this contract shall have a duration of one year commencing on July 1, 2020, and terminating on June 30, 2021.
- B. There can be no additions to or deletions from this contract during its duration, unless a portion is determined to be in conflict with Idaho Code, whereupon that portion shall be voided.
- C. Signed this _____ day of _____, 2020.

IN WITNESS THEREOF:

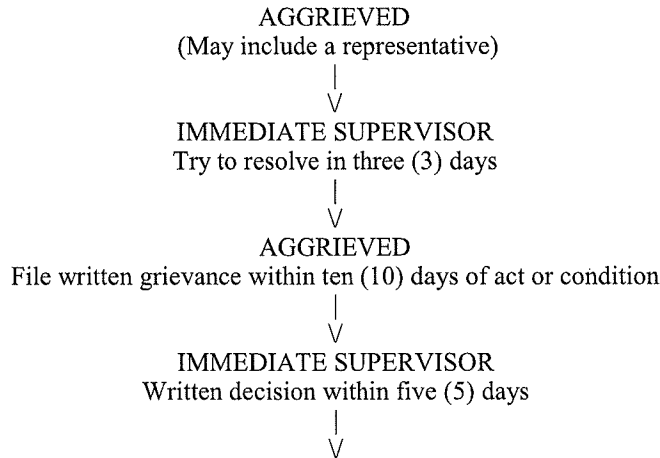
For the Association: _____

For the Board: _____

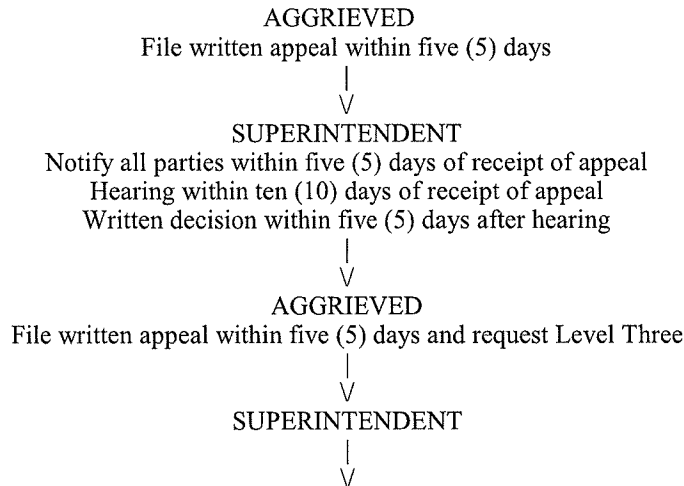
XIII. ATTACHMENTS

A. Flow Chart for Whitepine School District 288 Grievance Procedures

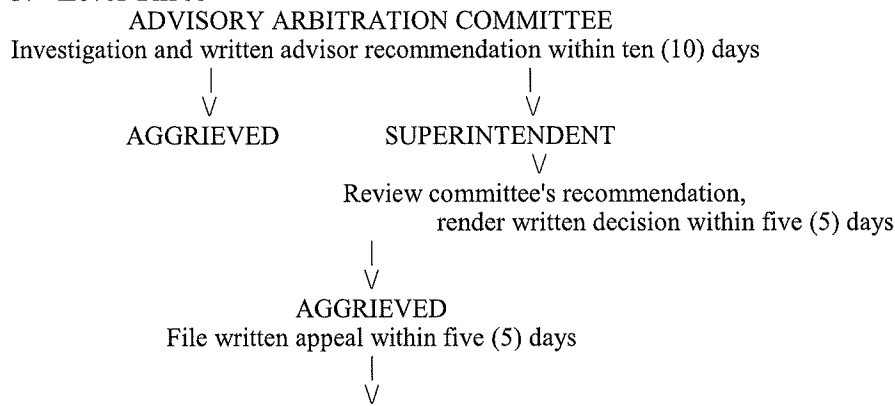
1. Level One



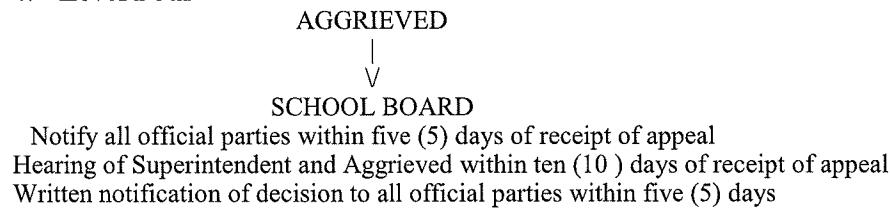
2. Level Two



3. Level Three



4. Level Four



B. GRIEVANCE FORM

Date of Filing _____

1. Aggrieved _____

2. Position _____ Building _____

3. Contract Provisions alleged violated

4. Time, Date, Place of Occurrence

5. Statement of the Grievance (include events and conditions of the grievance and persons responsible)

6. Redress Sought _____

7. Signature of aggrieved _____

C. GRIEVANCE INVESTIGATION WORKSHEET

1. What is the problem? _____

2. What policy was violated? _____
3. What facts are important? _____
 - a. List the date, time and place the problem occurred.

 - b. List the facts that led to the grievance. _____

 - c. Record the time and date the grievance was received. _____

 - d. List the name of the aggrieved and the names of other employees who may be involved or were present or have knowledge of the situation.

4. What caused the grievance? _____

5. What other considerations are involved? _____

6. What are the possible solutions to this grievance? _____

7. What precedent has been set in previous grievance settlements? (Check with the District Office.)

8. Make your decision and give you answer to the aggrieved. (Be sure to explain your decision and keep a record of what you did). _____

WHITEPINE JOINT SCHOOL DISTRICT #288

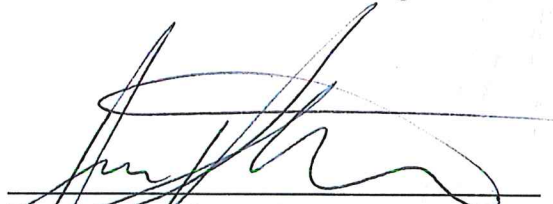
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), is made and entered into as of August 11, 2020.

BETWEEN: The Whitepine Joint School District

AND: The Whitepine Education Association

The purpose of the MOU is to clearly identify the roles and responsibilities of each party as they relate to reviewing the Certificated Evaluation Process. In particular, during the 2020-2021 school year, Principals will work with the WEA in an attempt to develop updated personnel evaluation language to be considered for the Fiscal Year 2022 Negotiated Agreement. The first meeting will occur no later than September 1, 2020, and periodically thereafter, with minutes signed and recorded to demonstrate compliance.



Board Chair – Aaron Proctor



WEA President – Kendra Keen