

PROCEDURAL AGREEMENT
WHITEPINE JOINT SCHOOL DISTRICT #288 and WHITEPINE EDUCATION ASSOCIATION
July 1, 2021 – June 30, 2022

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 (3) 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, 2021-June 30, 2022.

NEGOTIATED AGREEMENT
WHITEPINE JOINT SCHOOL DISTRICT #288 and WHITEPINE EDUCATION
ASSOCIATION
July 1, 2021 – June 30, 2022

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 1st day of July, 2021, 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.
- Track and Football Assistants* – If the 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.
- C. 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		MA+15		MA+30
Completed Years @ 8/31	Current Year		40,369						BA+45		BA+60		**BA+75
0	1	1.000	\$36,334	1.049	\$38,114	1.098	\$39,895	1.147	\$41,675	1.196	\$43,455	1.245	\$45,236
1	2	1.049	\$38,114	1.098	\$39,895	1.147	\$41,675	1.196	\$43,455	1.245	\$45,236	1.294	\$47,016
2	3	1.098	\$39,895	1.147	\$41,675	1.196	\$43,455	1.245	\$45,236	1.294	\$47,016	1.343	\$48,797
3	4	1.147	\$41,675	1.196	\$43,455	1.245	\$45,236	1.294	\$47,016	1.343	\$48,797	1.392	\$50,577
4	5	1.196	\$43,455	1.245	\$45,236	1.294	\$47,016	1.343	\$48,797	1.392	\$50,577	1.441	\$52,357
5	6	1.245	\$45,236	1.294	\$47,016	1.343	\$48,797	1.392	\$50,577	1.441	\$52,357	1.490	\$54,138
6	7	1.294	\$47,016	1.343	\$48,797	1.392	\$50,577	1.441	\$52,357	1.490	\$54,138	1.539	\$55,918
7	8			1.392	\$50,577	1.441	\$52,357	1.490	\$54,138	1.539	\$55,918	1.588	\$57,698
8	9					1.490	\$54,138	1.539	\$55,918	1.588	\$57,698	1.637	\$59,479
9	10					1.539	\$55,918	1.588	\$57,698	1.637	\$59,479	1.686	\$61,259
10	11					1.588	\$57,698	1.637	\$59,479	1.686	\$61,259	1.735	\$63,039
11	12							1.686	\$61,259	1.735	\$63,039	1.784	\$64,820
12	13							1.735	\$63,039	1.784	\$64,820	1.833	\$66,600
13	14									1.833	\$66,600	1.882	\$68,381
14	15									1.882	\$68,381	1.931	\$70,161
Extracurricular													
Activity Director	0.135	\$4,905.09	Prom Coordinator	0.0125	\$454.18								
High School			Yearbook Adv	0.0125	\$454.18								
BB FB VB	0.135	\$4,905.09	Cheer Coach	0.065	\$2,361.71								
Asst BB FB VB	0.09	\$3,270.06	FFA	0.052	\$1,889.37								
Cross Country	0.09	\$3,270.06	BPA	0.052	\$1,889.37								
Track	0.105	\$3,815.07	Spirit Club	0.0125	\$454.18								
Asst Track	0.07	\$2,543.38	Student Council	0.0233	\$846.58								
			Concessions	0.0548	\$1,991.10								
Junior High			Music, Concerts	0.03	\$1,090.02								
FB BB VB	0.055	\$1,998.37	Activities Photo	0.035	\$1,271.69								
			IDFY	0.0233	\$846.58								
			Senior Advisor	0.0248	\$901.08								

IV. SALARIES

B. SALARY ITEMS

i. Reimbursement for College Credit

1. The District will reimburse teachers for three (3) 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. For budgeting purposes, employees must inform the District Office of their intended reimbursement request by March 30. An email from the district office will initiate the request for information. Payments will be made once a year only with the September payroll, thus limiting reimbursement to continuing teachers only. Classes must be reimbursed within 2 years of taking the course.

ii. 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.

iii. 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.

iv. Dual Credit Classes – The District will ensure that teachers offering dual credit classes are paid equal to the amount the district receives for reimbursement from the colleges or a minimum of \$500 per class, per semester. 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 an option 1 \$200 deductible, 90% coinsurance, \$20 office visit co-pay and vision and dental coverage for the employee; and an option 2 HSA \$4000 deductible, 80% coinsurance and vision and dental coverage for the employee. The district will pay the 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 including a minimum of parent/guardian, sibling, spouse, grandparent, aunt or uncle.

Board policy: An employee who has a death in the immediate family shall be eligible for bereavement leave. "Immediate family" for purposes of bereavement leave shall mean parent/guardian, sibling, spouse grandparent, aunt or uncle. The Superintendent shall have the authority to give bereavement leave for up to five days. Bereavement leave of greater than five days must be approved by the Board. Such leave shall not exceed ten days.

- 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 four 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 1-5
 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 6-12) with proper endorsements in the following areas will be considered for retention (in alphabetical order): Counselors/psychologists, English, Home Economics, Mathematics, Music (instrumental and vocal), Physical Education, Science, Secondary Special Education, Social Studies, and Agricultural Education.
 - 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

The Certified Staff Grievance procedure is outlined in District Policy #5250. This policy must be approved by the WEA prior to final changes.

XII. DURATION

- A. The provisions of this contract shall have a duration of one year commencing on July 1, 2021, and terminating on June 30, 2022.
- 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 21 day of June, 2021.

IN WITNESS THEREOF:

For the Association: *Kendra Keen*

For the Board: *Beverly Clark*