

NEGOTIATED AGREEMENT
BETWEEN THE
WHITEPINE JOINT SCHOOL DISTRICT #288
AND
WHITEPINE EDUCATION ASSOCIATION
EFFECTIVE July 1, 2026 – June 30, 2027
Ratified 6-12-2026 by WEA
Approved 6-15-2026 by the Board

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:

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Article I – Procedural Agreement

1.1 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.

1.2 Negotiations

- a. The district and the Association agree to negotiate salaries, the salary schedule, health and accident insurance, major medical insurance, extracurricular pay, working conditions, RIF procedure, sick leave, personal leave, professional leave, grievance procedure, class assignment, Association rights, evaluation procedure, recognition, and communication.

1.3 Meetings

- a. Negotiations shall be conducted at times and places agreed to by the negotiators of each party prior to the first meeting.
- b. 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 with a copy of the minutes within five (5) days of the negotiation session.
- c. The recording secretary may audio-record negotiation sessions. Each succeeding meeting time, place, and date will be agreed upon at the close of the preceding meeting.
- d. The length of each meeting session will not exceed three (3) hours per meeting unless mutually agreed upon to lengthen the time.
- e. Regular negotiations will not be conducted during the school day.
- f. Either party may call a recess.

1.4 Interest-Based Bargaining (IBB)

The District and the Association commit to using the Interest-Based Bargaining (IBB) process. IBB is a collaborative approach in which parties identify shared interests, jointly develop solutions, and work to improve the quality of education in the Whitepine School District.

Timelines

Each year, and no later than February 1, the District and Association will each assemble their negotiation teams. Formal negotiations will begin on a date and time mutually agreed upon by both teams, and in no event later than April 1 of each year.

Team Composition

Team Composition

The district team shall be comprised of trustees and administrators as selected by the school board. The association team shall be comprised of association members selected by the association. Use of any outside parties must be mutually agreed upon. The district business manager may join the teams as an independent advisor on financial matters discussed during negotiations. Each team shall have up to four members at the negotiation table. Each team may have alternates who may join the negotiating table in the event of a team member's absence.

Training

The District and Association support ongoing IBB training. When a new team member is selected or upon request of either party, the parties will collaborate to provide qualified, cost-effective training for team members.

Ratification:

Upon conclusion of negotiations, each party will conduct ratification procedures in accordance with Idaho Code § 33-1275.

1.5 Signed Minutes

- a. Proposals which are tentatively agreed to shall be signed by the chief negotiator of both negotiations' teams during the next session in which they are agreed. Each meeting's notes will be approved at the following meeting.

1.6 Dispute Resolution

- a. If, on August 1st, a dispute exists concerning unresolved items under 1.2(b) 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 1.6(a).
- c. The cost of a mediator and/or fact-finding shall be shared equally by both parties involved.

1.7 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.

1.8 Effective Term

This agreement, having been agreed to by both the Board and the Association, is effective July 1, 2026 - June 30, 2027.

Article II – Definitions

2.1 Professional Employee

A certificated person employed by the District as a classroom teacher, counselor, or specialist as defined as a "teacher" by the Idaho State Department of Education.

2.2 District

The local education agency is recognized as the Whitepine Joint School District #288.

2.3 Association

The local district education organization duly chosen and selected by fifty percent (50%) plus one (1) of the professional employees, excluding administrative personnel as addressed in this section, as their representative organization for negotiations under this act. For the purposes of this agreement,

2.4 Negotiations

Meeting and conferring in good faith by a local board of trustees and the authorized local education organization, or the respective designated representatives of both parties for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in a negotiation agreement between said parties.

2.5 Good Faith Bargaining

For the purpose of this procedure, "good faith" means honesty, fairness and lawfulness of purpose with the absence of any intent to defraud, act maliciously or take unfair advantage or the observance of reasonable standard of fair dealing.

2.6 Grievance

A written allegation of a violation of Board approved District policies or a written allegation of a violation of the Negotiated Agreement between the District and the Association.

Article III – Preamble

3.1 Statement

This agreement is made and entered into the 1st day of July 2026, 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.

3.2 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.

3.3 Association & 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.

3.4 Union Rights

Section 1. Right to Representation

A. Bargaining unit members shall have the right to Union representation during:

1. Investigatory interviews that the employee reasonably believes may lead to discipline;
2. Disciplinary meetings;
3. Grievance meetings;
4. Employee appeal hearings or meetings;
5. Evaluation conferences and related discussions;
6. Termination or nonrenewal meetings; and
7. Other administrative or legal proceedings involving the district and the employee.

The meeting shall be held at a time the employee is not considered "in duty status," as defined by applicable law (see IC 33-1277(2)(c)). If the meeting occurs during "In-Duty Status," suspended In-Duty Status shall be utilized to conduct the meeting. Union representation includes, but is not limited to, local presidents, officers of the local association, building representatives, or the Idaho Education Association.

B. The exercise of this right to representation shall not unreasonably delay the scheduling or completion of the meeting or proceeding.

C. The Union shall have the following rights to conduct Union Activities:

1. Act as the exclusive representative for the purpose of negotiating on behalf of the bargaining unit. The district and the Union shall negotiate annually in "Good Faith" salaries, benefits, working conditions, and representational activities and Union activities.
2. Communicate with the bargaining unit for which the Union is the exclusive representative.
3. Conduct membership recruitment.
4. Hold meetings on school property.
5. Meet with administrators and trustees to discuss important matters impacting our staff and students.
6. Have a full or part-time release president at the cost of the Union or use of suspended In-Duty Status or use of personal leave.
7. Send delegates to the Annual IEA Delegate Assembly.

8. Send members to other Union meetings as approved by the administration.

In accordance with Idaho Code 33-1277, the Union may exercise any of the above-captioned rights if any or all of the following conditions are met:

- a. The Union reimburses the district for the Union's leave
- b. The Union member uses unpaid leave
- c. The Union member uses their personal leave, or suspended In-Duty Status.
- d. The Union member is not "In Duty Status" at the time the Union Right is exercised.
- e. Any use of school facilities shall cost the Union no more or no less than any other group using such facilities.
- f. The Union and the District shall have a tracking system to remit payment to the District at least twice per year when engaging in representational activities while "In Duty Status."

Section 2. Union Meetings on District Property

A. The Union may schedule and hold meetings on district property, including school buildings, at times when the staff attending such meetings are not considered "in duty status," subject to normal building-use rules and procedures.

B. Attendance at Union meetings shall be strictly voluntary. No employee shall be required, directly or indirectly, to attend Union meetings.

Section 3. Membership Communications

A. A Union representative may communicate with employees during periods of time when the Union representative is not considered "In Duty Status." Email communications shall be used in accordance with the district's E-mail use policy.

Section 4. Labor-Management Meetings

A. The Superintendent, two (2) or more members of the Board of Trustees, and Union representatives may meet on a monthly basis, or as otherwise mutually agreed, to discuss matters related to working conditions and other issues of mutual concern.

B. Such meetings may be scheduled at times when the Union representative(s) are not considered "in duty status," unless otherwise mutually agreed by the parties. If the meeting occurs at the time the Union Representatives are considered "In Duty Status" time shall be provided to permit the Union Representatives to make up the time at a later date.

C. Labor-management meetings shall be consultative and problem-solving in nature and shall not replace or limit the parties' rights and obligations under the collective bargaining process.

Section 5: New Hire Events

The district will treat the Union no differently than any other group attending new hire or other employee events that are not considered "In Duty Status."

Section 6: Association Leave

Refer to Article 7.6 Association Leave

Section 7: Restoration of Prior Negotiated Rights

In the event Idaho Code §§ 33-1272, 33-1275, 33-1277, or any relevant provision thereof, is repealed, invalidated by a court of competent jurisdiction, permanently enjoined, materially amended, or otherwise rendered unenforceable, any Association rights, practices, procedures, release time provisions, payroll

deduction provisions, communication provisions, or other negotiated terms removed, revised, or modified solely for the purpose of complying with such law shall automatically be restored to the status, practice, and contract language that existed immediately prior to such removal, revision, or modification, unless otherwise mutually agreed by the parties.

Article IV – Assignments

4.1 Instructional Placement

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.

Article V – Professional Compensation

5.1 Salary Schedule

- a The salary schedule shall be in effect as set forth in Appendix A for the 2026 - 2027 SY.
- b For the 2026 - 2027 Contract Year, the calculating base will be set at \$42,366. There is no increase to the calculating base for 2026 - 2027.
- c Certificated staff salary will be determined based on the following incremental growth for steps and lanes using the negotiated *calculating base* set in Article 5.1(b) above.

**Whitepine Joint School District #288
2026-2027 Salary Schedule**

Experience		BA		BA+15		BA+30		MA		MA+15		MA+30
Current Year								BA+45		BA+60		**BA+75
1	1.000	\$42,366	1.049	\$44,442	1.098	\$46,518	1.147	\$48,594	1.196	\$50,670	1.245	\$52,746
2	1.049	\$44,442	1.098	\$46,518	1.147	\$48,594	1.196	\$50,670	1.245	\$52,746	1.294	\$54,822
3	1.098	\$46,518	1.147	\$48,594	1.196	\$50,670	1.245	\$52,746	1.294	\$54,822	1.343	\$56,898
4	1.147	\$48,594	1.196	\$50,670	1.245	\$52,746	1.294	\$54,822	1.343	\$56,898	1.392	\$58,973
5	1.196	\$50,670	1.245	\$52,746	1.294	\$54,822	1.343	\$56,898	1.392	\$58,973	1.441	\$61,049
6	1.245	\$52,746	1.294	\$54,822	1.343	\$56,898	1.392	\$58,973	1.441	\$61,049	1.490	\$63,125
7	1.294	\$54,822	1.343	\$56,898	1.392	\$58,973	1.441	\$61,049	1.490	\$63,125	1.539	\$65,201
8			1.392	\$58,973	1.441	\$61,049	1.490	\$63,125	1.539	\$65,201	1.588	\$67,277
9					1.490	\$63,125	1.539	\$65,201	1.588	\$67,277	1.637	\$69,353
10					1.539	\$65,201	1.588	\$67,277	1.637	\$69,353	1.686	\$71,429
11					1.588	\$67,277	1.637	\$69,353	1.686	\$71,429	1.735	\$73,505
12							1.686	\$71,429	1.735	\$73,505	1.784	\$75,581
13							1.735	\$73,505	1.784	\$75,581	1.833	\$77,657
14									1.833	\$77,657	1.882	\$79,733
15									1.882	\$79,733	1.931	\$81,809

NOTES: Calculating Base for 2026-2027 is \$42,366 with a 0% increase over last year
Based on the State Career Ladder (I.C. 1004-B) for 2026-2027

Career Ladder Minimum Salaries:

R1 \$50,252

P1 \$53,402

AP1 \$64,427

5.2 Credit Reimbursement

- a The District will reimburse teachers for three (3) credits per year, accumulative to nine (9) at a maximum of \$300 hundred dollars per credit. The maximum reimbursement for all certificated employees per year will not exceed \$15,000. The district will reimburse any teacher assigned out of their subject area.
- b 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:
 - i part of a planned program beyond the employee's present status, or
 - ii within the employee's endorsement areas, or
 - iii within the employee's present or proposed teaching assignment area(s).
- c Coursework 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.
- d 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.

5.3 Education Allocation

Premiums which are calculated into salary-based apportionment through Education Allocation shall be distributed only to the employee(s) who completed such education or training upon earning a Professional Endorsement as defined by I.C. 33-1004B.

5.4 Dual Enrollment Courses

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.

5.5 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.

Article VI – Benefits

6.1 Medical Insurance

The Board agrees to provide medical, vision, and dental insurance options for eligible employees. The District shall pay the full premium cost for employee-only medical. Vision, and dental coverage options will be made available.

The District and the WEA recognize the importance of providing healthcare benefits options that support the diverse needs of employees. Employees will have access to available medical plan options offered through the District's insurance program. Available PPO options will include varying deductible levels and/or options associated with Health Reimbursement Arrangement (HRA) or Health Savings Account (HSA) plans. Options for family coverage at employee expense will also be available.

The District agrees to review the insurance plan options and related healthcare benefit information with the Association during the negotiations process.

Article VII – Leave

7.1 Sick Leave

At the beginning of each school year, each professional employee shall be credited with ten (10) or nine (9) days of sick leave (selected by the employee at the opening orientation such that Personal Leave and Sick Leave total 14 days per year) with full pay to be used for absences caused by illness or emotional upset by accident of an employee or a member of the employee's family. The unused portion of such allowance shall accumulate from year to year with no limit.

- a. Employees opting for ten (10) sick leave days will be granted only two (2) *Primary* personal leave days as set in 7.3 *Personal Leave*.

7.2 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 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 or bereavement.

- a. 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 Association will appoint (3) council members at the beginning of the year by September 15 and submit to the District Office. These Council members must be part of the Association and the Bank. The Business Manager and the Superintendent shall attend all meetings as non-voting members to advise the committee and to maintain accurate records.
- b. Eligibility for Membership – Membership in Bank shall be extended to any certificated employee of the Whitepine School District.
- c. Membership – Employees who donate one day of sick leave to the Bank prior to September 15 shall be members of the Bank (hereafter referred to as member or members) and eligible for its services throughout the school year.
- d. Donations – Donations to the Bank shall conform to the following regulations:
 - i New Bank members (not Bank members the previous year) must donate one day of accumulated personal sick leave at any time prior to September 15.
 - ii 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.
 - iii 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.

- e. Maximum Capacity – The maximum number of days in the sick leave bank will be one hundred twenty-five (125). Days given for membership after this time shall simply be lost and considered the price of membership.
- f. 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 7.2(e) above. The maximum number of days available for any one individual employee per school year shall not exceed seventy-five (75) days, ten (10) days of which can be used for maternity leave. The maximum days that can be given per request is twenty-five (25) days. The member may reapply for more days as needed.
- g. Emergency Contribution - If the bank were to be depleted in a year, members may choose to donate additional days (a minimum of 1 day and a maximum not to exceed the donors total sick leave balance.)
- h. Employee Use of the Sick Leave Bank - Members shall conform to the following regulations when requesting use of Bank days.
 - i The member, or their designee 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.
 - ii The member, or their designee, 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.
 - iii The member, or their designee, 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).
 - iv The member, or their designee, shall forward the above necessary documents to the District Office in writing within three (3) days of receipt of items 7.2, g, i, ii, and iii above.
 - v The Council shall give full consideration to the information presented and shall make final approval or disapproval of the request in writing from the Superintendent to the member within three (3) days of receipt of items 7.2, g, i, ii, and iii above.
 - vi 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 7.2, g, vii 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 seventy - five (75) days.

- vii In the event of a recurring long-term illness, the member or their designee, must reapply for every twenty-five (25) days of 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

7.3 **Personal Leave**

The principal or immediate supervisor shall grant *Primary* personal leave in the amount of three (3) days per school year, at no loss of pay. Employees shall also be granted an additional two (2) days of *Secondary* personal leave per school year, at no loss of pay. At the conclusion of the school year, any unused *Primary* personal leave shall be paid out to the employee at the employee's daily rate. Employees must use *Primary* personal leave before using *Secondary* personal leave.

Personal Leave Days should not be used for 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.

7.4 **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.

7.5 **Bereavement Leave**

The board shall make available five (5) days for bereavement leave (independent of other leaves) in the event of the death of an immediate family member. "Immediate family" for purposes of bereavement leave shall mean parent/guardian, sibling, spouse, child, in-laws, grandparent, aunt, or uncle. Leave shall be granted in accordance with District Policy 5400 - Leaves of Absence.

7.6 **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. WEA members may use suspended In-Duty Status, or Personal Leave to participate in these activities. If no leave is available, WEA shall reimburse the district at the daily rate of pay and benefits including PERSI and FICA. The WEA President will request all such leaves using the established leave request forms.

Article VIII – Working Conditions

8.1 Contracted Days

The school year for teachers shall be no greater than 190 days with 185 working days.

8.2 Working Days

The school day shall be no more than 6 hours of assigned classroom time and 8 hours of work per day.

- a. 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.
- b. 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).

8.3 Flex Time / In Duty Status

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.

- a. Flex time one 7:30 AM to 3:30 PM
- b. Flex time two 7:45 AM to 3:45 PM
- c. Flex time three 8:00 AM to 4:00 PM
- d. 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.
- e. Staff agrees to waive the current flex time schedule for four school days each school year to allow for parent conferences in the evening.
- f. Each Staff member shall be granted up to 18 hours of suspended In Duty Status per year. Use of suspended In Duty Status shall be subject to the building administrator's approval. Building administrators shall not deny the use of suspended In Duty Status without justifiable reason. The staff member or administrator shall determine when the time used will be made up.

8.4 Communications

Upon the request of either the Board Chair, Superintendent, or WEA President, the IBB team may periodically schedule a workshop meeting to discuss items of concern and report on progress made toward resolutions of any previously discussed concerns.

- a. The format of these meetings shall be informal and subject to open meeting laws as regulated in Idaho Code 74-206 and District Policy 1500.

Article IX – Evaluation of Professional Employees

9.1 Intent

The intent of the evaluation procedure will be to improve the quality of education within the district by improving teacher performance.

9.2 Procedures

- 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. 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.
- c. The teacher's signature of the evaluation document shall indicate only receipt of that document and not necessarily agreement with its contents.
- d. Teachers have the right to answer, in writing, any and all provisions of an evaluation document. Such an 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

Article X – Termination & Demotion

10.1 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.

Article XI – Reduction in Force

11.1 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:

- a. A substantial reduction in funds which will be available to the school district for maintenance and operation and such a reduction cannot be avoided by exercise of the board's taxing powers.
- b. A substantial reduction in total pupil enrollment.
- c. 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.
- d. A significant reduction or elimination of categorical financial aid for specific programs offered by the district.

11.2 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.

11.3 Transfer of Staff

When a particular category, as defined by 11.4, a. below 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 a reduced category.

11.4 Categories

Retention of certificated staff will occur within the following categories as far as possible as governed by section 11.1 *Policy* above.

- a. Elementary certificated employees will be considered for retention in these categories (in order of priority):
 - i. Classroom teachers, grades 1-5
 - ii. Elementary special education teachers
 - iii. Speech and hearing clinicians
 - iv. Kindergarten teachers
 - v. Counselors/Psychologists
 - vi. Elementary librarians
 - vii. Physical Education specialists
 - viii. Music specialists

- b. 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
- c. 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

11.5 Selection Within Categories

Certificated staff members shall be considered for retention in available positions within Article 11.4, *Categories*. In the event there are more qualified employees than available positions in each category, the following criteria shall be used to determine which staff members shall be recommended for retention.

- a. Seniority – Defined as the number of years or portions thereof in employment of 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 the principal's 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.
- b. Retention – In the event that two or more certificated employees have the same seniority, retention will be determined by professional credits earned.
- c. 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.

11.6 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.

11.7 Substitute Teacher Pool

Any certificated employee terminated under this policy and wishing to do substitute work in the district will be given preference.

11.8 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.

- a. 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 the failure of the certificated employee to meet the time limits shown above shall be considered the resignation of said employee.
- b. 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:
 - i. Waives his/her recall rights in writing.
 - ii. Resigns.
 - iii. Fails to accept recall to the position that he/she held immediately prior to his/her layoff or to a similar position.
- c. 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.

Article XII – Grievance

12.1 Grievance Procedure

Certificated Staff Grievances

Procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, the procedures provide prompt and equitable resolution at the lowest possible administrative level. Additionally, each certificated employee is assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

Grievance Definition

A grievance pursuant to this policy shall be a written allegation of a violation of Board approved District policies or a written allegation of a violation of the Master Agreement between the District and the teachers' association.

Grievance Procedure

The District will first review the collective bargaining agreement for any applicable grievance procedures. If such a provision exists, such procedures shall govern the resolution of certificated staff grievances.

A staff member with a grievance is encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be addressed according to Policy 3085 and Procedure 3085P, and violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged grievance. This attempt at informal resolution is not a required component of the grievance policy but is suggested in an effort to attempt to resolve disputes informally.

If the grievance is not resolved informally, and the grievant wishes to continue to seek to address the grievance, the grievant shall file the written grievance with their immediate building principal. The form in Appendix B shall be used to submit the grievance.

The written grievance must be filed with the immediate building Principal within twenty (20) working days of the date of discovery of the initial event allegedly giving rise to the grievance. If the grievance is with regard to alleged conduct of the Superintendent, this step shall be skipped and the grievant must file the written grievance with the Superintendent within twenty (20) working days of the date of discovery of the initial event allegedly giving rise to the grievance.

The immediate building principal or designee of the building principal (Superintendent or designee if the grievance is against the Superintendent) shall meet with the grievant and shall, at the discretion of the principal or designee, (Superintendent or designee if the grievance is against the Superintendent) conduct whatever additional meetings or investigative activities the principal or designee (Superintendent or designee if the grievance is against the Superintendent) believes are necessary to address the grievance.

Subsequent to these activities and within a period of ten working days, the principal, Superintendent, or designee, as applicable, shall provide the grievant with a written response to the grievance of the certificated employee.

If the grievant is not satisfied with the decision of the Principal or designee, the individual shall have a period of five working days to advance the grievance to the Superintendent by submitting a written objection to the decision with the Superintendent. If the grievant is not satisfied with the decision of the

Superintendent or designee, the individual shall next move to Grievance against Superintendent Appeal, below.

If the Principal or designee does not provide a written response to the grievance at the conclusion of ten working days and no extension of this time period has been agreed to between the grievant and Principal or designee, the grievance shall be advanced to the Superintendent without written response of the Principal or designee.

Upon receipt by the Superintendent, the Superintendent or his or her designee shall schedule a meeting between the parties and the Principal. The parties shall be afforded the opportunity to either dispute or concur with the Principal's report. The Superintendent or designee shall, within a period of 15 working days, decide the matter notifying all the parties in writing of the decision. The decision of the Superintendent or designee shall be controlling, regardless of whether it is in agreement or in disagreement with the decision of the Principal.

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within five days of receiving the Superintendent's decision. The Board is the policy-making body of the District, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the individual alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within 30 days of that meeting. The decision of the Board will be final.

Grievances Against Those Designated to Hear Grievances

Grievances will be processed according to the step-by-step process outlined in this policy, however, in the case where a person designated to hear a grievance is the subject of the grievance, the grievance process will begin at the next highest step and the process shall be modified as needed to meet the objectives of the Grievance Procedure.

Grievance Appeal Regarding Superintendent

If the Superintendent is the subject of a grievance and attempts to resolve the matter informally as described above have been unsuccessful, the grievant shall submit their grievance to the Board clerk within twenty (20) working days of the date of discovery of the initial event allegedly giving rise to the grievance. The clerk shall notify the Board of their receipt of the grievance no later than their next regular meeting. The board clerk will begin the process of contacting the mediator after the board is notified. The Board shall maintain a list of available mediators and will be available upon request. This list will be reviewed annually. The WEA in conjunction with the board of trustees will create a list of possible mediators

The independent decision-maker shall meet with the grievant and the Superintendent and shall conduct whatever additional meetings or investigative activities the decision-maker believes are necessary to address the grievance. Subsequent to these activities and within a period of fifteen working days, the decision-maker shall decide the matter, notifying all the parties in writing of the decision. If either party is not satisfied with the decision-maker's resolution of the grievance, they may appeal the matter to the Board in the same manner as other certificated employee grievances.

If a grievance is directly based on official Board action, the grievance shall be directed to the Clerk of the Board. The grievance may be heard by the Board at the sole discretion of the Board.

Article XIII – General Terms of Agreement

13.1 Compliance

This Agreement shall be governed and construed according to the Constitution and laws of the State of Idaho. If any provision of this Agreement is determined to conflict with law that provision shall be deemed void, but all other provisions or applications shall continue in full effect.

13.2 Alterations

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.

13.3 Duration

The provisions of this contract shall have a duration of one year commencing on July 1, 2026, and terminating on June 30, 2027.

13.4 Agreement

This agreement is entered into and signed, this date 6/15/26 by the following representative of each party:

In Witness Of:

WJSD #288 Board of Trustees

Berry Clark
Board Chair

Whitepine Education Association

Lessa F. Olson
WEA President

APPENDIX A

Whitepine Joint School District #288 2026-2027 Salary Schedule

Experience		BA		BA+15		BA+30		MA		MA+15		MA+30
Current Year								BA+45		BA+60		**BA+75
1	1.000	\$42,366	1.049	\$44,442	1.098	\$46,518	1.147	\$48,594	1.196	\$50,670	1.245	\$52,746
2	1.049	\$44,442	1.098	\$46,518	1.147	\$48,594	1.196	\$50,670	1.245	\$52,746	1.294	\$54,822
3	1.098	\$46,518	1.147	\$48,594	1.196	\$50,670	1.245	\$52,746	1.294	\$54,822	1.343	\$56,898
4	1.147	\$48,594	1.196	\$50,670	1.245	\$52,746	1.294	\$54,822	1.343	\$56,898	1.392	\$58,973
5	1.196	\$50,670	1.245	\$52,746	1.294	\$54,822	1.343	\$56,898	1.392	\$58,973	1.441	\$61,049
6	1.245	\$52,746	1.294	\$54,822	1.343	\$56,898	1.392	\$58,973	1.441	\$61,049	1.490	\$63,125
7	1.294	\$54,822	1.343	\$56,898	1.392	\$58,973	1.441	\$61,049	1.490	\$63,125	1.539	\$65,201
8			1.392	\$58,973	1.441	\$61,049	1.490	\$63,125	1.539	\$65,201	1.588	\$67,277
9					1.490	\$63,125	1.539	\$65,201	1.588	\$67,277	1.637	\$69,353
10					1.539	\$65,201	1.588	\$67,277	1.637	\$69,353	1.686	\$71,429
11					1.588	\$67,277	1.637	\$69,353	1.686	\$71,429	1.735	\$73,505
12							1.686	\$71,429	1.735	\$73,505	1.784	\$75,581
13							1.735	\$73,505	1.784	\$75,581	1.833	\$77,657
14									1.833	\$77,657	1.882	\$79,733
15									1.882	\$79,733	1.931	\$81,809

NOTES: Calculating Base for 2026-2027 is \$42,366 with a 0% increase over last year
Based on the State Career Ladder (I.C. 1004-B) for 2026-2027

Career Ladder Minimum Salaries:

R1 \$50,252
P1 \$53,402
AP1 \$64,427

APPENDIX B

GRIEVANCE REPORT FORM

Grievant _____ Date Filed _____

School _____ Subject Area or Grade _____

1. Date Grievance Occurred: _____

2. Grievance:

a. Nature of Grievance _____

b. The article, section, and item of either the Agreement or Rules and Regulations or the contract that the Grievant claims has been incorrectly or improperly interpreted or inequitably applied, and/or the event or condition that adversely affects the welfare and terms or conditions of work.

c. Statement of how the interpretation has adversely affected the Grievant.

d. The name of the person(s) against whom the Grievance is claimed.

e. The name of the person(s) claiming the Grievance.

f. The relief sought: _____

Signature of Grievant _____

Date _____

Board BC WEA ②

LEVEL I

3. Decision of the principal or immediate supervisor: _____

Date _____

_____ I hereby refer the above decision to Level II.

Date _____

LEVEL II

3. Decision of the Superintendent or Designee: _____

Date _____

I hereby refer the above decision to Level III.

Date _____

GRIEVANCE REPORT FORM

LEVEL III

1. Name of person(s) claiming the Grievance _____

2. Date submitted to the Board of Education _____

3. Date of the hearing _____

4. Decision of the Board of Education: _____

Signature: Chairman of the Board

Date _____

Signature of Clerk of the Board

Date _____

(To be filed in separate Grievance file; separate from personnel file of the Grievant.)

Board BC WEA 7