

# Negotiated Agreement 2023-2024

Between

Clearwater Education Association

And the

Joint School District #171

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# Article I

## Procedure

### 1.1 REQUEST

It is agreed by both parties that either party may initiate a request for negotiations and that negotiations will begin within ten (10) days of the receipt of a written request of either party. Negotiations will not begin before January 15.

### 1.2 MEETINGS

Negotiation meetings shall be at a time and place convenient to both parties and shall be meetings open to the public. The Board shall post notice of these meetings at the earliest possible time but no later than 24 hours prior to the meeting.

### 1.3 REPRESENTATION

The CEA shall be the exclusive representation of the bargaining unit if the association provides evidence of 50%+ 1 authorization upon request of the board of trustees.

At negotiation meetings, each recognized party will be entitled to four or fewer table participants to represent them. Negotiations, as used in the Agreement, means meeting and conferring in good faith by representatives of the Board, or its designated representatives, and the Association. Negotiators shall meet and negotiate in good faith with the intent to reach agreement, with such agreement reduced to writing.

#### **1.4 BARGAINING**

It is the intent of both parties to reach a mutually acceptable outcome in the negotiation process. The two parties to the negotiation agree that the style (positional or interest based) of negotiations shall be the first subject agreed to by the parties in the next negotiated agreement.

#### **1.5 CAUCUS**

When negotiations are in a difficult stage, or do not seem to be going well, both parties are entitled to call for a caucus. This will give each party a time to meet privately. During the caucus teams can review new information, consult experts, illicit approval of constituents, review strategies, or simply give the team time to think about what has been discussed.

#### **1.6 EXPENSES**

Each party shall pay any expenses incurred by their individual consultant or study committee.

#### **1.7 SUBJECTS OF NEGOTIATIONS**

The intent of negotiations shall be that those items agreed upon may be negotiated. Other matters of concern may be negotiated and added to the Negotiated Agreement upon mutual agreement between said Parties.

#### **1.8 EXCHANGE OF INFORMATION (Board)**

The Board agrees to furnish, upon request of the Association, public information which may facilitate the negotiations. This information may be available within seven (7) working days.

#### **1.9 EXCHANGE OF INFORMATION (Association)**

The Association agrees to furnish, upon request of the Board, public information which may facilitate negotiations. This information may be available within seven (7) working days.

## **Article II**

### **Agreement**

#### **2.1 TENTATIVE AGREEMENT**

Tentative agreements, including full package, shall be signed off by two (2) negotiators from each team.

#### **2.2 TOTAL AGREEMENT**

Ratification of all final offers of settlement shall be made in open public meeting. Each party must provide written evidence confirming to the other party that majority ratification has occurred. Such total package shall be signed by the Chairperson of the Board, the Clerk of the District, the President of the Association and the Secretary of the Association.

#### **2.3 MODIFICATION**

No change, revision, alteration or modification of the Agreement, in whole or part, shall be valid unless the same is ratified by the Board and the Association except that the Board may increase compensation above that included in this Agreement.

# Article III

## Procedures

### 3.1 Grievance Procedure

#### Certificated Staff Grievances

It is the Board's desire that 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, it is the Board's desire that each certificated employee be 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 or violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged harassment. 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 written grievance shall state:

1. The policy or provision of the Master Agreement the employee believes was violated;
2. The alleged date of violation;
3. The actor involved in the alleged violation; and

#### 4. The remedy requested by the employee.

The written grievance must be filed with the immediate building principal within ten working days of the date of the initial event allegedly giving rise to the grievance.

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

Subsequent to these activities and within a period of ten working days, the principal 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 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 will be processed according to the step-by-step process outlined in the



Uniform Grievance Procedure 4120P, 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. 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. The Staff Complaint and Grievance Procedure can be found in Board of Trustees' Policy 5250.

### **3.2 Leaves of Absence:**

#### **Sick leave**

1. Each full-time certificated employee shall receive twelve (12) days of sick leave per school year with unlimited accumulation. Sick leave for certificated employees shall be calculated by the day, or percentage thereof, as defined in his/her individual employment contract. It will be awarded to the employee at the beginning of each new employment year.
2. Certificated employees who work half time or more per week shall be granted sick leave and other leaves in accordance with State law.
3. The District will provide a statement showing the number of sick leave days each employee has currently accumulated. This statement will be indicated on the monthly payroll warrant.
4. Personal illness is to be used for absences caused by personal illness or emotional upset caused by accident or illness or circumstances which render the employee incapable of carrying on his/her teaching duties, including employee childbearing; or absence due to illness of a member of an individual's immediate family. "Immediate family" for purposes of sick leave shall mean the employee's spouse, children, the employee's mother, father, grandmother, grandfather or grandchild, or the spouse, son, son-in-law, daughter, daughter-in-law, mother-in-law, father-in-law, sibling or any person living in the immediate family's home. Individuals that do not fall under the definition of immediate family will need administrator approval.
5. It is understood that seniority shall accumulate while a teacher or employee is utilizing accumulated sick leave credits. Seniority will not accumulate unless an employee is in a paid status.

6. After one work week of absence, the District, may in its discretion, require proof of illness when deemed appropriate, including but not limited to abuse of sick leave or false claims of illness. Abuse of sick leave is cause for discipline up to and including termination.
7. Monetary compensation shall not be provided for unused sick leave by the District. For purposes of retirement, administration of Idaho Code 33-1217 will be applicable.

### **3.3 Accrual of Unused Sick Leave**

Employees may accrue unused sick leave. Upon retirement, an employee's accumulated unused sick leave must be reported by the District to the public employee retirement system.

### **3.4 Bereavement Leave**

An employee who has a death in the immediate family shall be eligible for bereavement leave. Immediate family is defined as the spouse of the employee, son, daughter, father, mother, brother, sister, grandfather, grandmother, grandchild, son-in-law, daughter-in-law, parent-in-law, or any person living in the immediate household of the employee. Individuals that do not fall under the definition of immediate family will need administrator approval. The Superintendent shall have the authority to give bereavement leave for up to five (5) days per occurrence, of which two (2) days per year shall be granted for death outside the employee's immediate family. Additional days may be granted by the Superintendent.

### **3.5 Personal Leave**

Paid Personal leave shall be granted for any reason deemed necessary by the employee at the rate of two (2) days per year. After ten (10) years with Joint School District No. 171, personal leave will be increased to three (3) days. After fifteen (15) years with Joint School District No. 171, personal leave will be increased to four (4) days. If personal leave is not taken, the district will allow the accumulation of up to four (4) days.

No Personal Leave will be granted immediately before or after regular vacations or on Staff Development Days as listed on the school calendar unless approved by the Superintendent. No leave will be granted during the first two weeks or the last two weeks of the scheduled school term unless approved by the Superintendent.

Personal leave days may be taken as full or half days at the discretion of the employee, provided that no more than 10% but no less than one employee, of the employees in any

one building may take personal leave at the same time, with the exception of Peck Elementary School and Cavendish-Teakean Elementary School.

The teacher must notify the principal or supervisor at least two (2) days in advance, except in cases of emergency.

The District will pay the cost of the substitute for the days of personal leave, provided the days are unused. See section 4.3.

**3.6 Professional Leave for Certified Staff**

Release time with pay may be granted for the purpose of attending educational conferences, workshops, seminars, association business or other professional improvement sessions. Requests for professional leave must be turned into the building administrator at least two (2) days prior to the employee being gone. Professional leave must have prior written approval of the Superintendent.

**3.7 Association Leave**

Professional leave for the Association business may be granted upon notification to the Superintendent by the CEA Executive Committee. The Request must include the signature of the CEA President and Superintendent.

Every effort will be made to conduct Negotiations outside of the school day; however, if the services of a trainer/mediator are required for jointly agreed upon day-long training or mediation, the District and the Association will each cover half the cost of any substitutes hired for those days.

The CEA will submit requests for applicable reimbursement from third parties to the District Business Manager.

**3.8 Military Leave**

All District employees, other than those who are employed on a temporary basis, are entitled to military leave of absence when ordered to active duty for training as members of the Idaho National Guard or any component of the U.S. Armed Forces. Employees who volunteer, are drafted, or are ordered to "extended active duty" with any component of the U.S. Armed Forces shall be entitled to reinstatement to their former positions or comparable positions if the right is exercised in a timely manner as noted below.

### Notice to District

All employees should provide either written or oral notice of upcoming military training to the District as soon as reasonably practical. The employee or an appropriate officer of the branch of military in which the employee will serve may provide the notice.

Employees who are ordered for such duty shall provide one copy of their orders to the Superintendent. Notice shall include date of departure and date of return for purposes of military training ninety (90) days prior to the date of departure.

### Military Leave for Training or Short Term Duty

Employees who are required to attend annual training or special active duty for training shall not suffer any loss of salary, seniority or efficiency rating during the first fifteen (15) days of such absence in any calendar year. Leave will be without loss of benefits.

### Completion of Military Training

Upon completion of military training, employee shall give evidence of the satisfactory completion of such training immediately thereafter. Employee shall be restored to his or her previous or similar position with the same status, pay, vacation leave, sick leave, bonus, advancement, and seniority. Such seniority shall continue to accrue during such period of absence.

### Benefits for Uniformed Service Personnel on Active Duty

#### Salary

For any period of active duty up to three (3) months, the employee shall be entitled to receive from the District salary or wages equal to the difference between the employee's military pay and the employee's District salary, provided the employee's military pay does not exceed his or her District salary or wages. The employee must provide the District with all documentation necessary to permit the aforementioned computation. For periods beyond three (3) months, the Board will review and consider approval for any further extensions. Employees who do not request District pay or who fail to provide the documentation required in this policy shall not be entitled to receive any District salary or wages as set forth in this policy.

#### Pension and Retirement Plans

Pension and retirement plans are considered a benefit to which reinstated employees are entitled. Any normal contributions will continue to be made for service members who are absent for 90 days or less. If the employee has been absent for military service for 91

days or more, the District may elect to delay making retroactive pension contributions until the employee submits satisfactory reemployment documentation.

#### Medical Insurance

Health benefits will be offered to the extent they are available to other employees on leave. An employee performing military service for 30 days or less is not required to pay more than the normal employee share of any health premium. If the employee's military service is for 31 days to three (3) months, the health plan will offer continuous coverage. An employee on military leave may elect to continue healthcare coverage through the District for up to three (3) months after the military leave begins or for the period of military service, whichever is shorter. The District's obligation to provide health benefits ends once an employee's military leave exceeds three (3) months. When the employee is reinstated, a waiting period or exclusion cannot be imposed if health coverage would have been provided to the employee had he or she not been absent for military service.

### **3.9 Reporting to District Once Military Leave is Complete**

The standard military service length and reporting times are:

\* *1 to 30 days of military service:* employee reports to the District by the beginning of the first scheduled work day that falls eight hours after the end of the last calendar day of military service.

\* *31 to 180 days of military service:* employee must submit an application for reemployment no later than 14 days after completion of service in the armed forces. If the 14<sup>th</sup> day falls on a day when the District's offices are not open or available to accept a reemployment application, the time extends to the next business day.

\* *181 days or more of military service:* employee must submit an application for reemployment no later than 90 days after completion of military service. If the 90<sup>th</sup> day falls on a day when the employee's offices are not open or available to accept a reemployment application, the time extends to the next business day.

\* *Cases of disability:* employees who are hospitalized or recovering from a disability that was incurred or aggravated during the period of military service leave have up to two years to submit an application for reemployment.

There is an exception to these guidelines for those employees who, through no fault of their own, find themselves in a situation that makes it impossible or unreasonable to meet the required timetables. In those cases the employee must return to work as soon as possible.

### Disqualification from Returning to Work

There are four conditions that disqualify an employee from exercising his or her right to reemployment after military service:

- 1) A dishonorable or bad conduct discharge
- 2) Separation from the service under "other than honorable conditions"
- 3) A commissioned officer's dismissal via court martial or by order of the President
- 4) When a service member has been dropped from the rolls for being absent without authority or for civilian imprisonment

### Reinstatement to Positions after Extended Duty

Employees who volunteer, are drafted, or called to active duty for extended periods will be placed on

"Military Leave of Absence" upon written application and be entitled to reinstatement to their former or similar positions upon their return and under the following conditions:

- 1) They must not have remained on active duty beyond their first opportunity for honorable or general release.
- 2) They must report to claim reinstatement within fourteen (14) days after completion of service; or one (1) day in the case of individuals who undergo only thirty (30) days active training or less.

After an employee has been absent for 31 days or more of military service, the District may ask the employee or the employee's military unit for documentation showing that:

- 1) The employee submitted a timely application for reemployment;
- 2) The employee's length of military service has not exceeded the five-year limitation; and
- 3) The employee's separation from the military service meets the requirement for reemployment.

As a general rule, employees returning from military service must be reemployed in the job that they previously held, or would have attained had they not been absent for military service. If the employee was disabled while on military duty, or a disability is aggravated by military service, the District will make reasonable efforts to accommodate the disability.

### **3.10 Sick Leave Bank**

Each employee of Joint District No. 171 who receives sick leave benefit may participate in a sick leave bank. To participate, each employee must contribute five (5) sick leave days to the bank. The employee may donate all five (5) days the first year, or may donate two (2) days the first year, two (2) days the second year, and one (1) day the third year. Employees must be fully vested, by contributing all 5 days, before accessing the sick leave bank. Sick leave days thus contributed shall be deducted from the individual's annual sick leave entitlement.

The contributed sick leave days shall form a fund of Four Hundred Fifty(450) sick leave days in the Certified Sick Leave Bank. If the bank falls below the solvency number, members will be asked to re-contribute days to bring the number back up to solvency. The employee will also acknowledge that once these days are contributed, they cannot be retrieved upon resignation from Joint District No. 171 or upon quitting the sick leave bank. If any person voluntarily leaves the district and then is subsequently rehired, those individual(s) must re-contribute five (5) days to be in good standing with the sick leave bank.

Sick leave bank days will be available to all eligible participating employees upon recommendation of the respective sick leave bank committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring personal illness or personal injury extending beyond the employee's accumulated sick leave.

The Certified Sick Leave Bank Committee shall consist of five (5) voting members. The voting members will consist of four contributing certified staff, at least two (2) of whom are CEA members, and one (1) administrator.

Each committee shall elect a chairperson each spring to be in charge of committee business. The committee has the responsibility to see that the respective sick leave bank stays solvent. This determination needs to be made in the spring of the school year for the succeeding school year. Additional days may be requested of members to maintain solvency of the bank. If a member chooses not to contribute additional days they will no longer be eligible to participate in the sick leave bank.

Application for use of the bank shall be submitted to the employees direct supervisor and forwarded directly to District Office Human Resources. The Human Resources officer will coordinate and schedule the committee meeting.

In order for the employee to be eligible to apply for sick leave benefits from a sick leave bank, the employee must first: (1) be a vested contributor to the bank and (2) have been absent from work due to illness or personal disability and (3) used all of his/her accumulated sick leave days and personal days. If the employee claims workmen's compensation, he/she shall be eligible for sick leave bank grants only to make up the difference between workmen's compensation and the employee's regular salary. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident. Must have the following: Doctor's note stating projected number of days away from work.

Bank grants to individual employees shall not be carried over from one contract year to another and all such grants shall end at the termination of the contract year. In no case shall a certified employee be granted more than one-half (1/2) of the current contract/term year from the Sick Leave Bank for all illness or disabilities. Within any 5 year period, the number of days granted to a Employee from the Sick Leave Bank will not exceed one hundred seventy-four days (174). If an employee does not use all of the days granted by the Bank, the unused sick leave days shall be returned to the Bank.

The committee shall develop and distribute rules and procedures for orderly administration of the bank not inconsistent with this policy. The committee shall report all days granted by the bank to the District Office and to the sick leave bank recipient and will maintain records of such grants.

Sick leave forms will be given to new employees at orientation or time of hiring. To begin participation in any school year, an employee shall, prior to September 15th, or within fifteen (15) days after signing a contract if not an employee by September 15th (enrollment period), contribute their days according to the schedule. Eligible employees electing not to join during the initial enrollment period must wait until the enrollment period of the following year.

Classified Staff please refer to Board Policy 5401.

Cross Reference: Board Policy 5401



### 3.11 Reduction In Force (RIF) Procedure

#### Reduction in Force Procedures

The following definition and procedures shall be used for conducting a reduction in force.

#### Definition

As used in this procedure, "teacher" shall apply to any employee of the District who holds a certificate issued by the State Board of Education who is employed in a teaching or administrative position, below the rank of Superintendent.

#### Procedures

1. Prior to commencing action to terminate teacher contracts under these procedures, the Board will give due consideration to its ability to effectuate position elimination and/or reduction in staff by:

- A. Voluntary retirements;
- B. Voluntary resignations;
- C. Transfer of existing staff members; or
- D. Voluntary leaves of absence.

2. In the event a reduction in force is required, teachers who are retained pursuant to these procedures may be reassigned if suitable position openings are available in instructional areas for which they are highly qualified and for which the principal has approved transfer pursuant to Idaho Code.

3. In the Board's determination as to the individuals to be released pursuant to the Reduction in Force, consideration will be given to the criteria set out below. Each criterion shall be considered in terms of the total context when selecting those employees who are to be considered for release pursuant to the provisions of these procedures. The following criteria will be considered:

- A. Area(s) of certification for which the teacher is highly qualified which are classified by the District as hard to fill positions;
- B. Number of areas of certification for which the teacher is highly qualified;
- C. Educational or degree status;
- D. National certifications held;
- E. Position as a Lead or Master Teacher within the District;
- F. Whether or not the teacher is highly qualified in a course necessary for high school graduation requirements;
- G. Whether or not the teacher is highly qualified in a course necessary for middle school advancement;

- H. Contribution and/or involvement in extracurricular or co curricular positions with students;
- I. Compliance with Professional Standards and Conduct over the course of employment with the District; and
- J. Teacher evaluation, including components required by Idaho Code to be encompassed in teacher evaluation.

It is the intention of the Board that the individual and cumulative effect of each criterion on the welfare of students and the best long-term and short-term interest of the District be considered.

It is further the intent of the Board that primary consideration be the quality of instruction and the progress that students are making throughout the course of the school year, as well as that properly endorsed highly qualified instructors be in classroom positions in order for the District to be compliant with federal and State education requirements. Thus, each criterion shall be considered in terms of this total context.

The factors for consideration shall be reviewed on an annual basis by the District's administration to determine whether factors should be added, eliminated, or weighted differently. Such recommendations for modification will then be brought before the Board for consideration.

4. The Human Resources Department shall advance notice of the possible reduction in force to all teachers who may be released, based upon the number of teachers who may be released, in whole or in part, and the school programs, teacher positions, or categories of positions that may be affected.

5. Upon receipt of this notification, it is recommended that the subject teachers review their personnel file materials with the District's Administrative Office to assure that the school has appropriate information relating to the various criteria referenced above.

- A. If a teacher receiving a teacher profile believes that there is an error, the teacher shall notify the Human Resources Department of their concern of an error, in writing, by the close of the school day on the 60th school day after the teacher has received notice of the possible reduction in force.
- B. This written notice shall specifically identify what element or elements of the teacher's personnel file and criteria are believed to be erroneous and explain specifically why the element(s) is believed to be in error.
- C. If the District receives notice of possible error, each such written notice, timely received, shall be individually reviewed for possible reconsideration or evaluation of the information used in consideration of the Reduction in Force.

D. Should a teacher fail to inspect his or her personnel file and have inaccurate information in their personnel file and/or have failed to provide the District with updated information, the information contained in the file will be utilized for the Reduction in Force determination and the teacher will not have the opportunity to subsequently correct such information after the reduction in force has been implemented.

6. If the Board determines that a reduction in force will be implemented, the Superintendent shall submit a list of the teachers recommended for release, through the use of the above process, and shall make a recommendation to the Board as to what due process, if any, the Board needs to implement for each individual personnel situation.

7. All releases shall be done in conformance with the applicable provisions of Idaho Code and all affected teachers will be promptly notified, in writing, of the Board's decisions or actions that need to be taken by the Board relating to applicable due process activities, if any. The Reduction In Force procedure can be found in Board of Trustees' Policy 5740P.

### **3.12 Policy Review Committee**

The District Policy Review Committee will meet as needed.

### **3.13 Harmony Committee**

The Harmony Committee will schedule and meet twice prior to negotiations and as requested by either party during the 2023-2024 school year for updates and communications. The committee will consist of no less than the Superintendent, Business Manager, and minimum of two (2) CEA Representatives.

### **3.14 Teacher Mentor Program**

The principal in each building will assign all new educators to Orofino Joint School District 171 a mentor for the first year(s) of employment with the district. The purpose of the mentor will be to provide information, support, and encouragement for the success of the initial educator. Orofino Joint School District 171 understands the mentor program will go beyond the mentor teacher's responsibilities and will provide a monetary award if money is available for this activity during the school year when the teacher is assigned to be a mentor.

The proposed stipend amount will be stipulated ahead of each assignment and may vary based on the assignment. The mentor will need to provide to the administrator their meeting logs and the monthly checklist to receive their stipend. The administration and

board will make the final decision of awarding the stipends to the mentors, based upon the initial agreement and satisfactory completion of the agreement.

**Role of the Mentor:**

**Qualifications**

1. A mentor must possess a valid Idaho Teacher Certificate License.
2. A mentor must have at least three years of teaching experience.
3. A mentor must be recommended, selected, and approved by the administrative team based on the teaching and leadership skills displayed and observed.
4. A mentor must agree to abide by the expectations stated as “Mentor Responsibilities.”
5. A mentor must be in good standing and demonstrate adherence to the goals and mission of the school.
6. All mentorships must be approved by the board.

**Mentor Responsibilities**

1. Develop a collegial/professional relationship.
2. Orient the new teacher to the district procedures.
3. Gather necessary resources to assist the initial educator with planning efforts.

Examples include:

- Curriculum guides
  - Handbook
  - Schedules
  - Progress Monitoring Assessments
4. Provide professional contacts as needed for the initial educator to meet content specific and teaching strategy needs.
  5. Schedule an observation with the educator at least once each quarter. In addition, arrange for appropriate observations by the educator of the mentor and other professionals.
  6. Hold a minimum of one monthly meeting with their mentee.

7. Discuss the teacher's responsibilities and expectations in the school district based upon the Orofino Joint School District 171 Teacher Handbook.
8. Establish a system of on-going communication with the educator.
9. Maintain confidentiality in the professional relationship.
10. Share resources for professional development opportunities.
11. Keep a log of time spent in the mentor role.
12. Reflect on the year together and offer suggestions to improve the performance and mentoring relationship.
13. Provide suggestions as to ways to improve the Orofino Joint School District 171's Mentoring Program.
14. Recognize that not all mentor/mentee relationships will work for a wide variety of reasons. Consult with the principal when challenges arise and intervention is needed.

#### **Role of the Building Administrator**

1. Orient the entire building faculty regarding the school district's mission and the mentor program's purpose.
2. Recruit individuals to serve as mentors. Match new faculty with mentors.
3. Reassign a mentor if necessary.
4. Ensure that the evaluation process for initial teachers is separate from the mentor relationship.

#### **Role of the Mentee**

1. Develop a collegial/professional relationship with mentor.
2. Provide time for the mentor to meet monthly and observe every quarter.
3. Be open to discuss and listen to ideas presented from the mentor.
4. Provide suggestions as to ways to improve the Mentoring Program.
5. Recognize that not all mentor/mentee relationships will work for a wide variety of reasons. Consult with the principal when challenges arise and intervention is needed.

For the 2023-24 school year form a committee to clarify the process and align the mentor stipends accordingly.

## **Article IV**

### **Professional Compensation**

#### **4.1 Certified Credit Reimbursement**

The District will fund a credit reimbursement account to assist certified staff pay for college credits. The fund will be \$15,000 for the 2023-2024-school year.

The procedure is found in Board of Trustees' Policy 5435 and 5435P.

1. Certified staff may apply for three college credits reimbursement annually.
2. In the event that more reimbursement is applied for than there are funds available, the total amount of money requested will be divided by the amount set aside by the district (\$15,000).
3. Reimbursements are for tuition only.
4. All requests for reimbursement must have a receipt showing the cost of the class and a transcript showing successful completion of the class.
5. Tuition will only be reimbursed for classes that are in the certified staff's assignment/curriculum field or pre-approved by the superintendent.
6. All requests for reimbursement must be received by June 6, 2024.
7. The superintendent or designee will disburse funds in separate checks through the June accounts payable.
8. Certified staff will be allowed three credits of reimbursement annually. In the event the \$15,000 is not fully utilized by the three credit allotment, a second round of payments may be applied for by certified staff. The funds will be divided equally until the limit of \$15,000 is reached.

#### **4.2 Holidays/Calendar**

Holidays are paid according to the 2023-24 adopted district calendar: Labor Day-September 4, 2023; Thanksgiving-November 23, 2023; Christmas-December 25, 2023;

New Years- January 1, 2024; MLK Birthday- January 15, 2024; President's Day- February 19, 2024; Memorial Day- May 27,2024.

**4.3 Personal Leave**

Certified Staff who do not use their Personal Leave as required in 3.5 Leave of Absence (Personal) or who request payment for their personal days will be paid for days at the certified Substitute rate for unused personal days. Employees may only request payment for full days. Partial days will be paid at the end of the fiscal year if the employee would have lost the leave time.

**4.4 Master Educator Premium**

For the duration of the state funded Master Educator Premium (MEP) allocation, bargaining unit employees receiving said premium shall receive their \$4,000 stipend in equal installments over a twelve (12) month period: September to August.

**4.5 Summer School**

Salaries for Summer School will be based on the certified staff member's hourly prorated pay level.

**4.6 Salary Schedule**

The salary schedule shall be for 174 contract days.

**Appendix A**

**4.7 Extra-Curricular Schedule**

**Appendix B**

**4.8 Work Day-Definition**

1. The teacher work day will be from 7:30 a.m. to 4:00 p.m. on student contact days. For the 2023-24 calendar year there are 148 student contact days.

2. Non-student contact professional development days and in-service will be from 8:00 a.m. to 2:30 p.m. with the use of flex time (if needed) at administrator discretion. Each employee has 19 hours of flex time. For the 2023-24 calendar year there are 5 professional development days and 3 district in-service days with one district in-service taking place on the hill.
3. Non-student work days are from 8:00 a.m. to 2:30 p.m.. For the 2023-24 calendar year there are 7 work days. No trainings or meetings, except IEP meetings, will be scheduled from 8:00 a.m. to 12:00 p.m. on work days immediately prior to the end of first, second, and third quarter grading periods.
4. The first district in-service day in August will be 8-2:30 with 30 minutes to 1 hour (8-9) used for collaboration time and can be used for an association meeting.
5. Professional Learning Communities (PLC) learning will take place on staff development days and include board learning opportunities throughout the year.

#### 4.9 **Preparation Time**

1. Teachers will exercise professional judgment in the use of their preparation time.
2. The building administrator will meet/discuss with the certificated staff prior to finalizing the building master schedule annually to discuss the scheduling of and to maximize the preparation time allotted. Scheduled meetings with the harmony committee, principals and superintendent to address and monitor prep time and master schedule issues as a district focus before the master schedules are created for the following year.
3. Each secondary teacher shall be provided one personal planning period per day of instruction.
4. Elementary teachers shall be provided at least 40 consecutive minutes of uninterrupted preparation time per day of instruction.
5. Teachers may be asked to perform or attend professional duties as needed during their prep time and this will not count as flex or violation of protected time.
6. In the absence of a teacher, every effort will be made to hire a substitute. If possible, in the event a substitute cannot be found, aides will first be reassigned to



cover classes, then a secondary or elementary teacher may accept an occasional substitute assignment for her/his prep time (some of their 19 hours of flex time will be used).

7. If any teacher voluntarily relinquishes personal planning time to teach an additional course instead of having a preparation period, she/he will be provided additional compensation at the rate in proportion to their teaching contract.
8. Arrangements for other mutually agreed upon loss of prep time may be worked out between the employee(s) and the building principal or supervisor.

#### **4.10 Evaluation/Advanced Professional Committee**

The Evaluation Committee will meet prior to the end of first quarter to discuss the Evaluation Procedure and construction of future negotiated agreement additions.

The committee will consist of all 4 building principals, 1 or 2 board members, at least 4 CEA members, and any other interested certificated staff with alternating leads and agenda creation.

#### **4.11 Leadership Stipends/ AP Leadership Description**

The district will allocate money as available for leadership stipends for certified and classified staff. These positions will be decided by the building principals based on the needs of their individual buildings and placed in one of the three categories below. The mentor positions will fall on Category One for Tier one and Category Two for Tier Two. The other positions will be placed on job expectations as determined by the building principal.

Category One- 2000

Category Two- 1500

Category Three- 1000

Teachers can be categorized as serving in leadership positions to meet advanced professional qualifications by the state. Specifically an advanced professional certified instructional, or pupil service staff person shall be considered to have demonstrated professional leadership if she/he meets any of the following:

-Instructional Specialist

- Mentor
- Curriculum or assessment committee member
- Team or committee leadership position
- Data coach
- Other leadership positions identified by the school district

## Article V

### Insurance

#### 5.1 Coverage

The District will offer a PPO Medical Insurance Plan to employees of Joint School District #171. Certified Employees who have a .5 FTE to .74 FTE contract are eligible for employee only coverage, paid for by the District.

Certified Employees who have contracts of .75 FTE or greater are eligible for the Employee's PPO Plan and family/spouse/children (FSC) coverage as outlined in Appendix C. The District will pay for the Employees plan and 80% of the cost of the family/spouse/children plan.

Benefits	In-Network	
	Blue Cross Policy	Buy Down Program
<b>Deductible</b>		
Individual	\$5,000	\$500
Family	\$10,000	\$1,000
<b>Coinsurance</b>	80%	80%
<b>Out-of-Pocket Maximum</b>		
Individual	\$5,500	\$2,400
Family	\$11,000	\$4,800
<b>Prescription Drugs</b>		
Deductible	\$250 per person	No reimbursement
<b>Rx Maximum Out of Pocket</b>	\$1000 Ind/\$2000 Fam	\$1000 Ind/\$2000 Fam

Open enrollment for the insurance plans will occur at the beginning of each plan year, through October 1 or upon a change in family or work status.

2023-2024 coverage cost can be found on Appendix C.

# Article VI

## Effect of Agreement

### 6.1 Duration

The provisions of this Agreement will be effective as of July 1, 2023 and will continue and remain in full force and effect until June 30, 2024.

### 6.2 Automatic Extension

If at the time this Agreement would otherwise terminate, the parties are negotiating for a new Agreement, terms and conditions hereof shall continue in effect until ratification by both parties of the successor Agreement.

### 6.3 Ratification

The Agreement is signed this 17 day of August, 2023 and shall be binding upon the parties.

#### IN WITNESS THEREOF:

For the Association

Lady McK... 8/17/23  
President of CEA

Paula K. Balla  
Secretary

For the Board

Rusten...  
Chairperson

Carmen Griffith  
Clerk of the Board


**Article VII**  
**Memorandum of Understanding (MOU)**

The parties agree that the Negotiated Agreement is subject to renegotiation in the event the District and the Association mutually agree to reopen the agreement. The reopener may be for limited scope or to review the entirety of the agreement. The scope and terms of the reopener shall be mutually agreed upon, in writing, before reopener negotiations can take place. We agree that the 2024-2025 certified instructional and pupil service staff contracts will be issued by June 6, 2024 for the same amount as the 2023-2024 certified instructional and pupil service staff contracts.

This memorandum shall be in full force and effect for the duration the memoranda is attached to a ratified contract between the District and the Association.

  
\_\_\_\_\_  
For the District

  
\_\_\_\_\_  
Date

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

  
\_\_\_\_\_  
Date

## Memorandum of Understanding-Infectious Disease

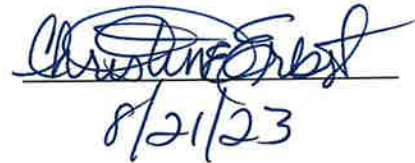
The parties agree that in the event an infectious disease crisis, public health crisis, or other unanticipated or unforeseen health crisis impacts the staff, students, or operations of the school district, the Association and District agree to reopen the Negotiated Agreement. The parties agree this reopener is limited to discuss how the district will address staff absences (sick leave and district provided leave) due to the public health crisis.

This memorandum shall be in full force and effect for the duration the memoranda is attached to a ratified contract between the District and the Association.

For the Association

  
8/16/23

For the Board

  
8/21/23

**Appendix A**  
**Certified Salary Schedule**  
**2023-2024**

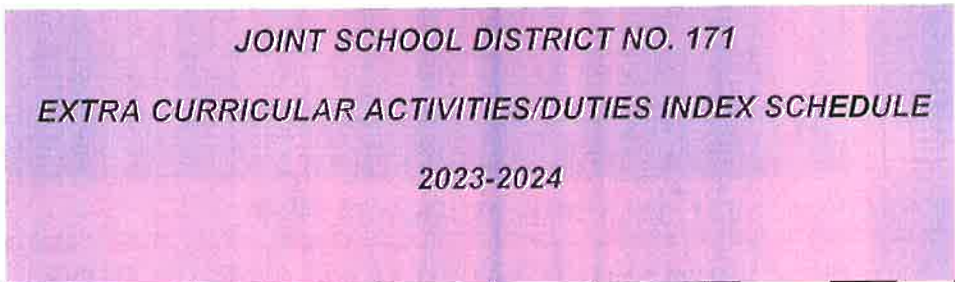
District	Cohort	Base Salary	BA + 24	MA	MA + 24
			\$2000	\$3500	\$6000
R1	R1	\$44,568	\$44,568	\$44,568	\$44,568
R2	R2	\$45,369	\$45,369	\$45,369	\$45,369
R3	R3	\$46,169	\$46,169	\$46,169	\$46,169
P1	P1	\$48,982	\$50,982	\$52,482	\$54,982
P2	P2	\$49,263	\$51,263	\$52,763	\$55,263
P3a	P3	\$49,924	\$51,924	\$53,424	\$55,924
P3b	P4	\$51,723	\$53,723	\$55,223	\$57,723
P4a	P5	\$53,421	\$55,421	\$56,921	\$59,421
P4b	P6	\$55,119	\$57,119	\$58,619	\$61,119
P5a	P7	\$56,818	\$58,818	\$60,318	\$62,818
P5b	P8	\$59,082	\$61,082	\$62,582	\$65,082
P5c	P9	\$61,346	\$63,346	\$64,846	\$67,346
P5d	P10	\$63,610	\$65,610	\$67,110	\$69,610
P5e	P11	\$69,234	\$71,234	\$72,734	\$75,234

The Educational Allocations are treated as a “pass through” in this agreement.

All credits earned after certification shall be counted towards a staff member's placement on the salary schedule. In the event credits earned places the employee in a more favorable column than the attainment of a master's degree, the employee shall be placed in the most favorable compensation column.

## Appendix B

### EXTRA CURRICULAR SCHEDULE



CATEGORY	1	2	3	4	5	6	7
INDEX	0.2	0.13	0.09	0.07	0.04	0.0212	0.0106

*The index is applied to a base salary of \$30,000.*

**Category 1**                      AD                                      **\$6300**

**Category 2**                      Head Basketball HS                                      **\$4095**

- Head Football HS
- Head Wrestling HS
- Head OHS
- Cheer(Fall/Winter)
- OHS Band/Choir
- Head Soccer HS
- Head Track HS
- Head Baseball HS
- Head Volleyball HS

Head Softball HS  
Head District Tennis HS  
Head District XC HS

**Category 3** Assistant Basketball HS \$2835  
Assistant Football HS  
Assistant Wrestling HS  
Assistant OHS Cheer  
(Fall/Winter)  
Assistant Soccer HS  
Assistant Track HS  
Assistant Baseball HS  
Assistant Volleyball HS  
Assistant Softball HS  
Assistant District Tennis HS  
Assistant District XC HS

**Category 4** JH Head Basketball \$2205  
Dance  
JH Head Football  
JH Head Track  
JH Head Volleyball  
JH Head Wrestling  
All HS C-squad positions  
(third coach)

**Category 5** Weight Room Supervisor \$1260  
Drama HS  
JH Assistant Basketball



JH Assistant Volleyball  
 HS Annual/Newspaper  
 JH Assistant Football  
 JH Assistant Track

**Category 6**                      CTSO's                                      **\$668**  
    Knowledge Bowl  
    Senior Advisor  
    Junior Advisor  
    HS Student Council

**Category 7**                      National Honor Society                      **\$334**  
    Sophomore Advisor  
    Freshman Advisor  
    Eighth Grade Advisor  
    Seventh Grade Advisor  
    Youth Legislature

1. Only one paid head coach per sport team.
2. Only one paid assistant coach per sport team.
3. A third coach gets paid from the C-squad category if athlete numbers meet requirements. (1st # is for assistant, 2nd # is for C-squad)

Basketball	Football 11	Football 8		Soccer	
10//20	man 16/25	man 12/20	Cheer 16	16/25	XC 12
Track	Baseball	Volleyball			Wrestling
10/20	12	10/20	Softball 12	Tennis 12	8/16

4. Co-coaching takes the Head and Assistant wages and totals then evenly splits them in half for each coach.

5. Co-coaching for two Assistants takes the assistant's wage and the C-squad wage totals then splits them in half for each coach.
6. Coaches will be paid in one check at the end of the season following their evaluation. The AD will then notify(file completion letter) to the district office so the coach can be paid. If a season is cut short, the coach will receive a prorated amount equal to the amount of season they completed.
7. Appendix B personnel will be paid hourly Tier 3 Bus Driver Rate (tracked on timesheet) when driving a district vehicle with students, with district pre-approval.
8. A Committee will be formed to gather information for all extra curricular activities to review the schedule. The Athletic Directors will create a proposal by April 1, 2024.

## Appendix C

### Monthly Insurance Cost

Benefits	PPO
<b>Deductible</b>	
Individual	
Family	\$5000
Co-Insurance	\$10000 80%
<b>Out of Pocket Max</b>	
Individual	
Family	\$5500 \$11,000
<b>Professional Services</b>	
Office Visit -Primary Care (ChoiceDoc)	\$30 Co-pay (\$10 copay)
Office Visit- Specialist (ChoiceDoc)	\$50 Co-pay (\$30 copay)
Pediatric Office Visit	\$0 copay
Preventative Care	Covered in full
Laboratory & X-Ray	First \$100 at 100%, then Ded +Coins
<b>Mental Health/Chemical Dependency</b>	
Inpatient	
Outpatient Visit	Deductible Co-Insurance \$30 Co-pay
<b>Emergency Services</b>	
Urgent Care	\$60 Co-pay
<b>Prescription Drugs (per person)</b>	

Deductible		\$250 Brand Deductible
Generic		\$10 copay
Preferred Brand		\$30 copay
Non-Preferred Brand		\$50 copay
Specialty		\$30 or \$50 copay
Mail Order		Same as retail
Rx Max OOP		\$1,000 Ind/\$2000 Family
<b>Rates</b>		
Employee Only	\$693.65	
Employee + Spouse	\$1476.58	
Employee + 1 child	\$1047.78	
Employee + Children	\$1204.23	
Family	\$1701.13	
*District Pays 100% Employee Only Premium for employees working .5-1 FTE. District pays 80% of Dependent's premium for employees working .75-1 FTE.		

We will explore options for other vendors throughout the 2023-2024 school year for comparison and look at options for the mental health/telehealth options to include for the 2023-2024 school year.