

# **MASTER AGREEMENT**

**For 2016-2017**

**between the**

**POTLATCH EDUCATION ASSOCIATION**

**an affiliate of the**

**IDAHO EDUCATION ASSOCIATION**

**and the**

**NATIONAL EDUCATION ASSOCIATION**

**and the**

**BOARD OF TRUSTEES**

**POTLATCH SCHOOL DISTRICT NO. 285**

Signature Copy

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Presidents-P.E.A.

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Board Chairman

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## **ARTICLE I RECOGNITION**

### **1.1 Parties and Purpose**

This Agreement is between the Board of Trustees of Potlatch School District 285 located in Potlatch, Idaho and in Latah County (hereinafter "Board") and the Potlatch Education Association (hereinafter "Association") to establish procedures for bargaining and the specific items to be bargained between the parties pursuant to the provisions of Idaho Law.

### **1.2 Recognition**

The Association has been selected by a majority of the qualifying professional employees and shall be the exclusive representative for all professional employees in that district for purposes of negotiations.

#### **1. Exclusions**

The following certificated employees of the District are excluded from representation by the Association:

- a. Superintendent
- b. Assistant Superintendent
- c. Principals
- d. Vice Principals
- e. Directors

#### **2. Additional Exclusions**

The following employees are excluded from the application of this contract:

- a. Substitutes
- b. Non-teaching Coaches (who may have a teaching certificate)

## **ARTICLE II DEFINITIONS**

The following terms shall be defined as indicated when used in this Agreement:

### **2.1 ASSOCIATION**

The Potlatch Education Association.

### **2.2 BENEFITS**

Includes employee insurance, leave time and sick leave benefits.

### **2.3 BOARD**

The Board of Trustees of Potlatch School District No. 285, in the County of Latah, and the State of Idaho.

### **2.4 COMPENSATION**

Salary and benefits for the professional employee.

### **2.5 DAY**

Normal workday, excluding weekends and holidays.

### **2.6 DISTRICT**

Potlatch School District No. 285 in the County of Latah, and the State of Idaho.

### **2.7 DIRECTOR**

District-wide administrative personnel other than the Superintendent and Principals.

### **2.8 LOCAL EDUCATION ORGANIZATION**

Local education organization means any local district organization duly chosen and selected by a majority of the professional employees as their representative organization for negotiations under this act. For the purposes of this definition, "majority" shall mean one (1) certificated professional employee more than fifty percent (50%) or greater of the professional employees in the district.

## **2.9 NEGOTIATIONS**

Meeting and conferring in good faith in open session by the local board of trustees and the Potlatch Education Association, or the respective designated representative of both parties for the purpose of reaching an agreement.

## **2.10 PROFESSIONAL EMPLOYEE**

An individual holding a professional certificate or license issued by the State of Idaho Department of Education.

## **2.11 SCHOOL DAY**

Required daily arrival and departure times for all certificated personnel:

The school day for a certificated employee shall be eight (8) hours. Please refer to Potlatch School District Policy 5210. Any deviation from this policy will need approval from building administrator or designee.

## **ARTICLE III NEGOTIATION PROCEDURE**

### **3.1 Good Faith Negotiation**

The parties agree that their duly designated representatives shall meet and confer in good faith with respect to items specified in Article 6 of the Negotiation Agreement, with the intent to reach agreement, with such agreement to be reduced to writing. Each party shall select its own representatives.

### **3.2 Commencement of Negotiations/Changes in Agreement**

The Board and/or Association may submit a written notice of the desire to negotiate to the other party not later than March 1.

### **3.3 Negotiation Sessions**

Negotiations sessions shall be in open session. Caucuses, recesses or adjournment of negotiating sessions may be called by either party and are not bound to the open session laws.

### **3.4 Information**

During such negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counterproposals. The Board and the Association agree to supply, upon request of the other party, any public information relevant to the items subject of the negotiations. Any exchanged information between the parties shall be entered into the public record.

### **3.5 Tentative Agreement**

Tentative Agreements reached shall be reduced to writing and signed by the chief negotiator for each party at the session during which agreement is reached.

### **3.6 Ratification of Agreement**

When agreement is reached on all items, the entire agreement shall then be made in writing and submitted for approval to the Board and the Association. Approval/disapproval shall be on the total package. When ratified by both parties, it shall be signed by the designated representative of each party.



### **3.7 Dispute Resolution**

In the event the parties in negotiations are not able to come to an agreement upon items submitted for negotiations under a negotiations agreement between the parties, one or more mediators may be appointed. The issue or issues in dispute shall be submitted to mediation at the request of either party in an effort to induce the representatives of the board and the local education organization to resolve the conflict. The procedures for appointment of and compensation for the mediators shall be determined as set forth in ARTICLE four (4).

### **3.8 Extension of Negotiation Period**

The Negotiation Period shall end June 30.

## **ARTICLE IV MEDIATION**

### **4.1 Request for Mediation**

In the event the parties are not able to come to an agreement upon compensation for professional employees by May 10, if agreed to by both parties, a mediator may be appointed. The issue or issues in dispute shall be submitted to mediation in an effort to induce the representatives of the board of trustees and the local education association to resolve the conflict. Mediation is nonbinding, and the recommendation or recommendations of the mediator, if any, shall not be construed as having any force or effect.

### **4.2 Selection of Mediator**

Within three (3) days after a request for mediation is received, the District and the Association shall submit a joint request for a mediator to the Federal Mediation and Conciliation Service.

### **4.3 Guidelines for Conducting Mediation**

- a. The format, dates and times of meetings shall be arranged by the mediator.
- b. The mediator may meet with the Board team and the Association team, either separately or together.
- c. To the extent that tentative agreements are reached as a result of such mediation, the procedure provided in Article three (3) shall apply. If mediation fails in whole or in part, the mediator shall report in writing the issues which remain in dispute to the respective parties on or before the expiration of the mediation period.

### **4.4 Cost of Mediation**

The costs of the mediator, if any, and actual necessary travel and related expenses, shall be borne equally by the parties.

### **4.5 Mediation Period**

The mediation period shall commence on the day the mediator is appointed or chosen and shall not last beyond June 30.

## **ARTICLE V NEGOTIATING TEAM**

### **5.1 Team Members**

Each negotiation team shall consist of at least one (1) chief negotiator, one (1) team member and one (1) alternate with a maximum of five members.

### **5.2 Chief Negotiator**

The chief negotiator for each negotiating team shall act as spokesperson for that team but may invite comments from other members of that team relative to the proposal under discussion. All communications regarding negotiations shall occur between the chief negotiators.

### **5.3 Quorum**

The presence of two members of each team are necessary for a quorum at a negotiation session.

## **ARTICLE VI NEGOTIABLE MATTERS**

### **6.1 Negotiable Matters**

The Board and the Association agree to negotiate on the following items:

1. District step salary schedule
2. Benefits as defined in Article VIII
3. Leaves
4. Additional matters as mutually agreed to by both parties

## **ARTICLE VII LEAVES**

### **7.1 Sick Leave**

Certificated personnel shall be granted leave of absence for personal illness or injury with full pay for twelve (12) days, or ninety-six (96) hours per year for the entire school year with unlimited accumulation of days. Sick leave, up to a maximum of ninety (90) days or seven hundred twenty (720) hours, accumulated in other Idaho school districts shall be transferred into this district.

### **7.2 Sick Leave Bank**

1. One (1) day or eight (8) hours of each teacher's (administrator's) twelve (12) days or ninety-six (96) hours of sick leave shall be credited to the Sick Leave Bank during the first year of employment. This leaves eleven (11) or eighty-eight (88) hours of sick leave to be credited to the employee's account for the first year of employment. After the first contribution by an employee, subsequent contributions shall be made if the Bank falls below 300 days or two thousand four hundred (2400) hours. The amount per teacher shall be determined by the Sick Leave Bank Committee.
2. Applications for sick leave shall be considered only in the event that all other sick leave is exhausted.
3. Applications for sick leave from the Sick Leave Bank shall be considered by a committee of five as follows: two (2) teachers (one elementary, one secondary), one (1) board member, the District superintendent or administrative designee and the School Nurse.
4. Percentage of the Sick Leave Bank to be used by any one person shall be left to the discretion of the committee named in No. 3 above.

### **7.3 Family Illness/Funeral Leave**

#### **1. Immediate Family Illness**

Upon proper notification to the building administrator, certificated personnel shall be granted leave of absence at full pay for serious illness in their immediate family (spouse, children, brother, sister, mother and father) not to exceed three (3) days per year. This leave is non-cumulative. Upon exhaustion of family leave,

certificated personnel may utilize their available sick leave if needed.

2. Funerals

Upon proper notification to the building administrator, certificated personnel shall be granted leave of absence at full pay to attend funerals, not to exceed three (3) days per year. This leave is non-cumulative.

**7.4 Personal Leave**

Upon approval of the building administrator, certificated personnel shall be granted leave of absence at full pay for business that cannot be conducted when school is not in session. This allowance shall not exceed four (4) days per year. Each certificated employee may carry to the next school year, up to one (1) personal leave day. Aggregate total for any one year is not to exceed five (5). The party requesting the leave must provide 24 hours notice to the building principal. Employees who extend personal leave beyond their aggregate total of days will have a pro-rated portion of their salary deducted based on the number of days in the current calendar.

**7.5 Professional Leave**

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Principal. If any certificated personnel wishes to be absent from duty for a brief period to attend a professional meeting, to visit schools, or otherwise pursue professional development, a written request for approval of such absence should be signed by the Principal and filed in the Superintendent's office at least two (2) days prior to the first day of anticipated absence. Professional leave is not to exceed two (2) days per year and is non-cumulative. The Principal may make exceptions on the number of days allowed when necessary.

**7.6 Jury Duty/Military Service Leave**

1. Jury Duty

Teachers in the Potlatch School District shall be excused for jury duty. While on jury duty, an employee is to receive full pay from the school district minus the amount they receive for services they render on jury duty. Employees shall keep reimbursement for mileage.

## 2. Military Service

- A. Employees who are members of the Armed Forces Reserve or the National Guard(s) shall be granted military leaves of absence if called into service. While on leave, the employee shall retain all benefits, and incremental advancement as defined in the current negotiated agreement, as though employment had been continuous in the district. Upon return from leave, the employee shall be placed in the position last held or a similar position in the district.
- B. Any bargaining unit member who is a member of a branch of the Armed Forces Reserve or the National Guard(s) shall be paid the difference between his/her Reserve/Guard pay and the regular pay he/she would receive from the employer during any period when the affected bargaining unit member engages in training in the Reserves or National Guard(s).

### 7.7 Association Leave

Should the Association send representatives to local, state or national conferences or on other business pertinent to Association affairs, these representatives designated by the Association shall be excused without loss of salary for up to three (3) days with an aggregate total of sixteen (16) days of Association leave per year with all substitute costs to be provided by the Association. A written notice for leave shall have been submitted to the Principal at least two (2) days prior to the date of the requested leave. Employees who wish to extend Association leave may use personal leave as stated in Section 7.4 above.

## **ARTICLE VIII BENEFITS**

### **8.1 Medical Insurance**

1. It is agreed that the district will pay \$621.25 per month for the group medical insurance plan at the single PPO insurance rate for each participating full-time certificated employee.
  1. Any employee may select a family PPO coverage and the cost of such coverage shall be deducted from his/her paycheck. For the less than full time employees with a one-half FTE or greater contract, the district will pay a pro-rata allotment of the premium cost; the additional cost of the premium will be deducted from the employee's paycheck.
  2. Carriers and plans for the group insurance shall be mutually determined by the District and the Association.
  3. The same coverage shall be available for continued participation by the retirees in the group insurance programs at the same group rates.
  4. For purposes of this agreement, medical insurance benefits as outlined above shall be provided by the District and run from September 1, 2016 through August 31, 2017.
  6. Employees will be able to opt out of the group insurance plan if, and only if, they show that they have health insurance coverage through an existing plan (Example – through a spouse or through parents if under age 26) and they are less than full-time employed.

### **8.2 Life Insurance**

The District shall provide each employee \$50,000 life insurance at no cost to the employee. Also, \$2,000 of life insurance will be carried on an employee's spouse and the employee's child or children each, at no additional cost to the employee. This includes \$100.00 for Dependent Children Life Coverage (15 days old to 6 months of age) and \$2,000 Dependent Children Life Coverage (6 months old to 26 years of age).

The District and the Association shall jointly determine the carrier and plan.



### **8.3 Annuities**

1. Except as otherwise excluded for 403 (b) plans in the Adoption Agreement of March 2009, each eligible certificated employee may participate in a 403 (b) plan, 401 (k) plan and/or a 457 plan and choose to have elective deferrals made on his or her behalf.
2. Premiums for payment of annuities may be deducted from the salaries of certificated personnel, provided that written application for such deductions shall be on file with the clerk.
3. Deductions will be allowed to begin on September 1 and January 1 each year only.

### **8.4 Dental and Vision Insurance**

The District shall provide optional dental and vision insurance plans for the employee by a provider mutually agreed upon by the District and the Association. The cost of the premium will be deducted from the employee's paycheck.

### **8.5 Health Flexible Spending Account**

The District shall provide access, at no cost to the District, to a Health Flexible Spending Account for the employee by a provider mutually agreed upon by the District and the Association.

### **8.6 College Credit Reimbursement**

The District shall reimburse college credits toward state recertification up to \$800.00 per person every five years for six (6) credits at a maximum per year of \$6,500 expended by the District.

## ARTICLE IX SALARY

### 9.1 Salary Schedule

1. The Board and the Association shall establish a salary schedule for the several professional positions in the school district that will:
  - A. Attract to this school district the best candidates available.
  - B. Give stability to the professional staff.
  - C. Stimulate professional growth while in service.
2. Teachers who work part time for this school district or a fractional portion of the normal contract shall be given a corresponding fractional proportion of the yearly increment.
3. When a teacher assumes a full contract position, all fractional years of service for this school district shall be added, and the sum shall reflect increment placement on the salary schedule. All remainders shall be treated as a full-year increment. For example: A teacher who teaches half-time for three (3) years would be credited with two (2) years upon accepting a full-time job.
4. Definition of Credit: The salary schedule shall be a semester unit schedule. Conversion of quarter credits to semester units shall be on a 2/3 computation.
5. Definition of Unacceptable Course Work: Courses which have been (a) taken for audit; (b) repeated courses; (c) taken at non-accredited institutions; and (d) failed or listed as incomplete are not acceptable for advancement.
6. Verification of Earned Credits: Official transcripts from the granting university or college are the only acceptable verification of earned credits. Transcripts must be received by the administration not later than October 1 for advancement unless otherwise permitted by the administration.
7. Placement on the Salary Schedule by New Employees: Only those credits earned after the date of teacher certification or award of a Bachelor Degree in Education will be acceptable for salary advancement.
8. The salary schedule shall be in effect as set forth in **Appendix A**.

## **ARTICLE X GRIEVANCE**

### **10.1 Purpose**

It is the Board's desire that procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, that 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.

### **10.2 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.

### **10.3 Grievance Procedure**

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 fill 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 were 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 (10) 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 (10) 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 (5) 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 (10) 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 a 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 fifteen (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 (5) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, 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 thirty (30) days of that meeting. The decision of the Board will be final.

## **Article XI Evaluation**

### **11.1 Purpose**

The District has a firm commitment to performance evaluation of District personnel, whatever their category and level, through the medium of a formalized system. The primary purpose of such evaluation is to assist personnel in professional development and in achieving District goals. The procedures outlined in this policy apply to certificated personnel.

Each certificated staff member shall receive at least one (1) written, formal evaluation to be completed by no later than June 1 for each annual contract year of employment.

All formal evaluations must be scheduled with the employee at least (5) five working days prior to the formal evaluation taking place. Formal evaluations of staff shall include pre/post conferences held within one week prior to and following the formal evaluation. Electronic evaluations may be utilized if both parties agree to the use of an electronic recording and if the teacher is able to review the electronic recording of the recorded evaluation.

All formal evaluations must be for a minimum of 30 minutes of uninterrupted teaching and observation time. An observation of less than 30 minutes shall be counted as an informal evaluation.

If a staff member disagrees with the outcome of her/his evaluation, the staff member may request one or all of the following options to take place within 8 weeks of the observation:

- a) A second evaluation completed by her/his administrator.
- b) A second evaluation completed by a different administrator. If the second evaluation is acceptable to the staff member, the second evaluation shall become the official evaluation.
- c) A peer mentor (chosen by the staff member and Principal) to assist the staff member being evaluated must occur for a period of up to 4 (four) weeks followed by a second evaluation done by the same administrator.

### **11.2 Objectives**

The formal performance evaluation system is designed to:

1. Maintain or improve each employee's job satisfaction and morale by

letting him/her know that the supervisor is interested in his/her job progress and personal development.

2. Serve as a systematic guide for supervisors in planning each employee's training. (Tied to Danielson Model)
3. Assure considered opinion of an employee's performance and focus maximum attention on achievement of assigned duties.
4. Assist in determining and recording special talents, skills, and capabilities that might otherwise not be noticed or recognized.
5. Assist in planning personnel moves and placements that will best utilize each employee's capabilities.
6. Provide an opportunity for each employee to discuss job problems and interests with his/her supervisor.
7. Assemble substantiating data for use as a guide, although not necessarily the sole governing factor, for such purposes as wage adjustments, promotions, disciplinary action, and termination.

### **11.3 Responsibility**

- A. The Superintendent, or the Superintendent's designee, shall have the overall responsibility for the administration and monitoring of the Performance Evaluation Program and will ensure the fairness and efficiency of its execution, including:
  1. Distributing proper forms in a timely manner.
  2. Ensuring completed forms are returned for filing by a specified date.
  3. Reviewing forms for completeness.
  4. Identifying discrepancies.
  5. Ensuring proper safeguard and filing of completed forms.
  6. Creating a plan for ongoing training for evaluators and teachers on the District's evaluation standards, forms, and process. The plan will include identification of the actions, if any, available to the District as a result of the evaluation as well as the procedure(s) for implementing each action.

7. Creating a plan for ongoing review of the District's Performance Evaluation Program that includes stakeholder input from teachers, Board members, administrators, and other interested parties.
  8. Creating a procedure for remediation for employees that receive evaluations indicating that remediation would be an appropriate course of action.
- B. The Immediate Supervisor (Evaluator) is the employee's "evaluator" and has the responsibility for:
1. Continuously observing and evaluating an employee's job performance.
  2. Holding periodic counseling sessions with each employee to discuss job performance.
  3. Completing Performance Evaluation Forms as required.

#### **11.4 Procedures**

- A. **Evaluation Form:** An Evaluation Form will be completed for each certificated employee. A copy will be given to the employee. The original will be retained by the immediate supervisor. This form should be reviewed annually and revised as necessary to indicate any significant changes in duties and/or responsibilities. The form is designed to increase planning and relate performance to assigned responsibilities through joint understanding between the immediate supervisor (evaluator) and the employee as to the job description and major performance objectives.

Periodic classroom observations will be included in the evaluation process.

The evaluation form will identify the sources of data used in conducting the evaluation.

The evaluation form will include a section for input received from parents or guardians. Parental or guardian input forms will be made available on the main District webpage.

The evaluation form will be aligned with minimum State standards and based upon Charlotte Danielson's Framework for Teaching and

will include, at a minimum, the following general criteria upon which the performance evaluation system will be based:

1. Planning and Preparation
2. Learning Environment
3. Instruction and Use of Assessment
4. Professional Responsibilities

**B. Counseling Sessions:** Counseling sessions between supervisors and employees may be scheduled periodically. During these sessions, an open dialogue should occur which allows the exchange of performance oriented information. The employee should be informed of how he or she has performed to date. In the case of derogatory comments, the employee should be informed of the steps necessary to improve performance to the desired level. Counseling sessions should include, but not be limited to, the following: job responsibilities, performance of duties, and attendance. A memorandum for record will be prepared following each counseling session and maintained by the supervisor.

**C. Meeting with the Employee:** Each evaluation shall include a meeting with the affected employee. At the scheduled meeting with the employee, the supervisor will:

1. Discuss the evaluation with the employee, emphasizing strong and weak points in job performance. Commend the employee for a job well done if applicable and discuss specific corrective action if warranted. Set mutual goals for the employee to reach before the next performance evaluation. Recommendations should specifically state methods to correct weaknesses and/or prepare the employee for future promotions.
2. Allow the employee to make any written comments he/she desires. Inform the employee that he/she may turn in a written rebuttal of any portion of the evaluation within seven (7) days and outline the process for rebuttal. Have the employee sign the evaluation form indicating that he/she has been given a copy and initial after supervisor's comments.

No earlier than seven (7) days following the meeting, if the supervisor has not received any written rebuttal, the supervisor will forward the original evaluation form in a sealed envelope, marked Personnel-Evaluation Form to the Superintendent, or the designee,



for review. The supervisor will also retain a copy of the completed form.

#### **11.5 Rebuttals:**

Within seven (7) days from the date of the evaluation meeting with their supervisor the employee may file a written rebuttal of any portion of the evaluation form. The written rebuttal shall state the specific content of the evaluation form with which the employee disagrees, a statement of the reason(s) for disagreement, and the amendment to the evaluation form requested.

If a written rebuttal is received by the supervisor within seven (7) days, the supervisor may conduct additional meetings or investigative activities necessary to address the rebuttal. Subsequent to these activities, and within a period of ten (10) working days, the supervisor may provide the employee with a written response either amending the evaluation as requested by the employee or stating the reason(s) why the supervisor will not be amending the evaluation as requested.

If the supervisor chooses to amend the evaluation form as requested by the employee then the amended copy of the evaluation form will be provided to, and signed by, the employee. The original amended evaluation form will then be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked Personnel-Evaluation Form. The supervisor will also retain a copy of the completed form.

If the supervisor chooses not to amend the evaluation form as requested by the employee then the evaluation form along with the written rebuttal, and the supervisor's response, if any, will be forwarded to the Superintendent, or the designee, for review in a sealed envelope, marked "Personnel-Evaluation Form." The supervisor will also retain a copy of the completed form including any rebuttals and responses.

#### **11.6 Action**

Should any action be taken as a result of an evaluation to not renew an individual's contract, the District will comply with the requirements and procedures established by State law.

#### **11.7 Certificated Feedback Regarding Administration and District Programs**

Feedback by certificated employees shall be an option according to provisions within district policy.

## ARTICLE XII PUBLIC COMPLAINT

### 12.1 Public Complaints About School Personnel

1. The Potlatch Board of trustees places trust in its employees and will protect them as much as possible from unnecessary or unwarranted criticism. Complaints will be investigated fully and fairly, and the employee's rights to due process will be protected at all times. Constructive criticism is welcome when it is motivated by a sincere desire to improve the quality of the education program.
2. Complaints and grievances shall be handled and resolved, whenever possible, as close to their origin as possible. Before complainants exercise their right to petition the Board for redress of a grievance, the complaints shall be referred back through the proper administrative channels for solution before investigation or action by the Board. Exceptions are complaints that concern Board actions or Board operations only.
3. The Board shall advise the public that the proper channeling of complaints involving instruction, discipline, or learning materials, is as follows:
  - A. Teacher
  - B. Principal – who will schedule a teacher-parent conference, if requested.
  - C. Principal and Teacher
  - D. Superintendent
  - E. School Board
4. Whenever a complaint is made directly to the Board as a whole or to a Board member, as an individual, it shall be referred back to the individual in the chain of command as illustrated in 12.1.3 beginning at the point closest to conflict for resolution. The individual employee involved shall be advised of the nature of the complaint and shall be given every opportunity for explanation, comment, and presentation of the facts as he or she sees them.
5. Any complaint about school personnel will be investigated by the administration before consideration and action by the Board.
6. If it appears necessary, the administration, the person who made the complaint or the employee involved may request an executive session with the Board for a complete review and/or a decision by

the Board. Prior to any decision by the Board, the person making the complaint shall submit in writing and sign the specific complaint, the facts which support the complaint and a request for consideration on the next regular meeting agenda. Such request must be submitted at least four (4) days prior to the Board meeting.

7. Generally, all parties involved, including the school administration, shall be asked to attend such a meeting for the purposes of presenting additional facts, making further explanation and clarifying the issues. Hearsay and rumor shall be discounted as well as emotional feelings except those directly related to the facts of the situation. The Board shall render a decision in writing to all parties involved within fifteen (15) days after the meeting.
8. The Board shall conduct meetings in as fair and just a manner as possible. The Board may request a disinterested third party to act as a moderator to help it reach a mutually satisfactory solution.

## **ARTICLE XIII REDUCTION IN FORCE**

### **13.1 Reduction In Force**

The Board has the exclusive authority to determine the appropriate number of employees. When the Board determines that it is in the best interest of the District to reduce the number of contracted certificated employees, a reduction in force may occur for any of the following reasons: financial emergency, decrease in enrollment, changes in curriculum, reorganization, consolidation, or other reasons as determined by the Board. Alternatives for personnel and/or program reductions will be carefully considered before final decisions are made.

Generally, the reduction in certificated employees, other than administrators, will be done through normal attrition if possible. If normal attrition does not meet the necessary reduction in force required, the Board may terminate certificated employees using the following guidelines.

### **13.2 General Guidelines for Certificated Staff Reductions**

1. The criteria for the release of staff shall have an objective base.
2. The release of staff members shall not reflect negatively upon the job performance, ethics, or integrity of the individuals involved.

### **13.3 Specific Criteria for Staff Reduction & Retention (in order of consideration)**

1. State certification or Licensure.
2. Individual qualifications and experience.
  - A. Qualifications
    1. Certification (subject area)
    2. Present Staff Assignment
    3. Teaching major(s)
    4. Teaching minor(s)
  - B. Experience and educational training
    1. All experience in Idaho recognized by the Potlatch School District for the purpose of individual placement on the salary schedule.
    2. Educational training placement on the salary schedule as

substantiated by credits recorded and approved as of October 1 for the current contract year (applicable where experience is equal).

3. Results from yearly Teacher Evaluations that include all evaluations of the employee's service in the Potlatch School District.
4. Seniority within the District:

Seniority will be determined by continuous service in the Potlatch School District, from the first contact day of the school term in which the certificated employee was hired. Certificated employees hired during the course of an ongoing school term shall have their seniority determined from the first day of job employment. Personnel on approved leave shall be considered as having remained on continuous service. However, the time period in which the individual was on leave shall not be counted in the years of total service. Those employees hired on a less than full-time basis will have seniority computed proportionately to the term of their contract (e.g. – one half-time contract equals one half year of service). Seniority shall be determined by data obtained from the official records of certificated staff members on file in the District as of the date that the Board implements the reduction in force.

#### **13.4 Challenge of Seniority Determination**

Any employee wishing to challenge the District's determination of seniority using the criteria set forth, must file a written challenge within ten (10) days of notification of seniority. The Superintendent or his/her designee shall review the written objection and the criteria used in making the initial determination. If it is determined that seniority has been appropriately calculated, the determination is final. If it is determined that an error was made, any other employee adversely affected, shall be notified immediately.

#### **13.5 Indeterminate Leave for Terminated Employees**

All certificated staff terminated as a result of the District's need to reduce staff shall be placed, at the employee's request, on **indeterminate leave status** for a period of one (1) contract year. All certificated staff receiving indeterminate leave status, during that contract year, shall:

1. If rehired by the District at any time during said contract year, be treated exactly the same in terms of salary and other benefits as

those certificated staff members who were not terminated due to the District's need to reduce staff.

2. Be removed from indeterminate leave status if offered employment as a certificated staff member of the Potlatch School District during said contract year.
3. Be removed from indeterminate leave status upon acceptance of employment as a continuing contract certificated staff member in any other school district during said contract year.
4. Be removed from indeterminate leave status at the end of one (1) contract year in any event.

**13.6 Additionally, the District agrees to the following:**

1. No certificated personnel will be hired by the District from outside the pool created by terminations, unless all persons from the pool determined by the District administration to be qualified for the position have refused the position.
2. Substitute teachers will come from this pool of teachers except when no qualified person from the pool is available.

## **ARTICLE XIV GENERAL TERMS**

### **14.1 Savings Clause**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect. If such provisions exist which are contrary to law, at the request of either party, negotiations shall immediately commence and agreement shall be reached in order to alter said section(s) according to the intent of the parties.

### **14.2 Duration**

The provisions of this Agreement will be effective as of July 1, 2015 and will continue and remain in full force and effect until June 30, 2016.

### **14.3 Changes in Agreement**

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

### **14.4 Individual Contract Compliance**

Any individual contract between the Board of Trustees and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement.

### **14.5 Governing Law**

This Agreement shall be governed and construed according to the Constitution and laws of the State of Idaho.

### **14.6 Intent**

Nothing contained herein is intended to, or shall conflict with, or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education, and the Board of Trustees of School Districts by the law of the State of Idaho. Each School District Board of Trustees is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its

responsibilities due to situations of emergency or acts of God. Nothing contained herein shall diminish the right of the Board of Trustees of the District to promulgate rules and regulations for the governance of the District as provided by law.

**14.7 Agreement**

This Agreement is signed this, \_\_\_\_\_ and shall be binding upon the parties.

IN WITNESS THEREOF:

For the Board of Trustees

For the Association

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
President



## APPENDIX A

The attached salary schedule is based on a 190 day contract with a 2.5% increase for 2016-2017. Certificated persons employed by the Potlatch School District before the 2016-2017 contract shall be exempt from the need to have an MA for the final column.

Potlatch School District No. 285  
Potlatch, Idaho  
*Teachers Salary Schedule 2016-2017*

EXP		BA		BA+16		MA BA+32		MA+16 BA+48		PHD MA+32
1	1.00000	\$28,461	1.04150	\$29,642	1.08472	\$30,872	1.12974	\$32,154	1.17662	\$33,488
2	1.04150	\$29,642	1.08472	\$30,872	1.12974	\$32,154	1.17662	\$33,488	1.22545	\$34,878
3	1.08472	\$30,872	1.12974	\$32,154	1.17662	\$33,488	1.22545	\$34,878	1.27631	\$36,325
4	1.12974	\$32,154	1.17662	\$33,488	1.22545	\$34,878	1.27631	\$36,325	1.32928	\$37,833
5	1.17662	\$33,488	1.22545	\$34,878	1.27631	\$36,325	1.32928	\$37,833	1.38444	\$39,403
6	1.22545	\$34,878	1.27631	\$36,325	1.32928	\$37,833	1.38444	\$39,403	1.44189	\$41,038
7	1.27631	\$36,325	1.32928	\$37,833	1.38444	\$39,403	1.44189	\$41,038	1.50173	\$42,741
8	1.32928	\$37,833	1.38444	\$39,403	1.44189	\$41,038	1.50173	\$42,741	1.56405	\$44,514
9	1.38444	\$39,403	1.44189	\$41,038	1.50173	\$42,741	1.56405	\$44,514	1.62896	\$46,362
10			1.50173	\$42,741	1.56405	\$44,514	1.62896	\$46,362	1.69657	\$48,286
11			1.56405	\$44,514	1.62896	\$46,362	1.69657	\$48,286	1.76697	\$50,290
12					1.69657	\$48,286	1.76697	\$50,290	1.84030	\$52,377
13					1.76697	\$50,290	1.84030	\$52,377	1.91667	\$54,550
14							1.91667	\$54,550	1.99622	\$56,814
15									2.07906	\$59,172
16									2.16534	\$61,628

**\*\*This Salary schedule is based on a 190-day contract.**

### Memorandum of Understanding

Persons hired during the interim of the 2015-2016 contract and the 2016-2017 contract shall also be exempted from the Masters barrier if they have a BA+ 64 credits.