



*New Plymouth  
School District  
No. 372*

*&*

*New Plymouth  
Education  
Association*

*Collective Bargaining Agreement  
Master Agreement and  
Procedural Agreement*

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*School Year  
2018-2019*

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## **PROCEDURAL AGREEMENT**

This Collective Bargaining Agreement (Master Contract) is made and entered into by and between the Board of Trustees of New Plymouth School District No. 372 and the New Plymouth Education Association, an organization which the Board recognizes as representing the Professional Employees for the purpose of negotiations for the 2018-2019 school year.

Negotiations between the Board and the NPEA will be related to:

1. Compensation of Professional Employees
2. Compensation shall be defined to mean salary and benefits of the Professional Employee.
3. Benefits shall include Professional Employee insurance, Leave Time and Sick Leave benefits.
4. Any other item than compensation and benefits that is agreed upon by the Board and New Plymouth Education Association.

**Board of Trustees  
New Plymouth School District #372  
New Plymouth, Idaho**

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Dave Brogan  
Chairman, Board of Trustees

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Shannon Reece  
Clerk, Board of Trustees

And

**New Plymouth Education Association  
(Representative Organization)  
New Plymouth, Idaho**

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Pierrette Madrid-Harris  
President, NPEA

## ARTICLE 1

### 1.1 Definitions

1.1.1 The terms "School District" and "New Plymouth Public Schools" as used in this Agreement shall mean the New Plymouth School District No. 372 in the City of New Plymouth, County of Payette and State of Idaho.

1.1.2 The term "Board" as used in this Agreement shall mean the Board of Trustees of the New Plymouth School District No. 372 in the City of New Plymouth, County of Payette and State of Idaho.

1.1.3 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of the New Plymouth School District No. 372 in the City of New Plymouth, County of Payette and State of Idaho.

1.1.4 The term "Representative Organization" as used in this Agreement shall mean the professional organization representing a majority of the professional employees of School District No. 372 except as defined in 1.1.5.

1.1.5 The term "Professional Employee" as used in this Agreement means any certified employee of New Plymouth School District No. 372 except as specifically excluded herein. It is agreed that the term "Professional Employee" shall not include the certified personnel service in a full time capacity as listed: Speech Therapists, Supervisors, Nurses (Registered Nurse, Licensed Practical Nurse), Directors (shall be removed if teaching), Administrative Assistants, Psychologists, Assistant Superintendents, Assistant Principals, Deputy Superintendents, Principals, Superintendents Coordinators. Professional employee as used in this Agreement shall also specifically exclude any "employed retiree" as defined in section 33-1004H, Idaho Code.

1.1.6 The term "Negotiations" as used in this Agreement means collective bargaining in good faith by representatives of the Board of Trustees of New Plymouth School District No. 372 of its designated representative(s) and the Representative Organization or professional employees, for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in the Agreement between said parties.

1.1.7 The term "School Year" as used in this Agreement shall mean the period of time from the first day of pre-school orientation activities, through the closing of the schools of the district in the spring as established by the official school calendar.

1.1.8 A "Day" shall mean any day Monday through Friday exclusive of Board declared holidays as identified by the official school calendar.

1.1.9 The term "Instruction" shall mean any period of time during which students are under the control and/or supervision of faculty or staff.

## **1.2 General**

1.2.1 Instruction is the primary function of the Professional Employees, and his or her major efforts should be directed toward improving this process.

1.2.2 The Board shall continue its policy of not discriminating against any Professional Employees on basis of race, creed, religion, color, national origin, sex, marital status, or membership in any teacher organization.

1.2.3 Representative Organization shall continue to admit persons to membership without discrimination on the basis of race, creed, religion, color, national origin, sex, or marital status.

1.2.4 The Board recognizes that in pursuit of the profession of teaching, Professional Employees have a right to association, including join or refrain from joining, without reprisal, any teachers' organization for their professional and economic improvement, and that as a matter of individual choice.

1.2.5 The Board of Trustees is empowered to change policy from time to time as the need exists. Such changes, when approved by official Board action, become Board policies and are binding on all parties. The Superintendent shall provide the Association President any proposed policy language changes no later than 48 hours prior to a regularly scheduled Board meeting, or 24 hours prior to any special meeting.

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

1.2.7 When agreement is reached, it shall then be made in writing and submitted for ratification to the Board and the Association.

1.2.8 The Association will be allowed use of district facilities/equipment for Association communication and to conduct Association meetings, not interfering with learning during the school day. Elected representatives of the Association shall be permitted to have access to the District's e-mail service between buildings and the related teacher mailboxes for communications to Association Members and periodically to all District Professional Employees provided such is consistent with the guideline set forth in the Idaho Code of Ethics for Professional Educators and the Districts Computer Use Policy. The Association recognizes and acknowledges that any communication of the Association, its elected representatives and membership, through the use of any school property is not private, further is a public record and may have to be produced to an individual or entity upon proper request to the District.

## **1.3 Recognition**

1.3.1 The Representative Organization for the purpose of negotiations shall be duly chosen and selected by a majority of the Professional Employees. 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.

## **1.4 Procedure for Negotiations**

1.4.1 A request for negotiations may be initiated by either party, NPEA or entity seeking to be designated the local education organization, or the Board of Trustees.

1.4.1.1 Accurate records or minutes of the proceeding shall be kept, and shall be available for public inspection at the offices of the Board of Education during normal business hours.

1.4.1.2 Joint ratification of all final offers of settlement shall be made in open meetings and notice of the ratification activity shall be provided to the parties to the agreement.

1.4.2 It is recognized that matters falling under the prerogative of management as a function of administration are not negotiable. Among the prerogatives are the rights to: recruit, terminate, assign, hire, evaluate, promote, demote, transfer, control and manage school properties and facilities, control and manage courses of instruction or control and manage course materials for instruction.

1.4.3 At the first negotiations meeting, the Representative Organization shall transmit to the Board the specific written proposal or proposals they wish to have the Board consider. Thereafter, no later than the second negotiations meeting, the Board shall transmit to the Representative Organization the specific written proposal or proposals they wish to have the Representative Organization consider. After either party has transmitted initial proposals, no new proposals may be introduced unless by mutual consent. Simply because a proposal has been advanced does not mean that agreement must be reached between the parties regarding such proposal.

## **1.5 Association Rights**

1.5.1 Pertinent Information: The Board and the Association shall exchange requested public information regarding mutual interests and concerns, including budgetary information.

1.5.2 Association Business: Elected representatives of the Association will be permitted to hold Association meetings on school property (with the exception of teacher work rooms/break rooms/lounges by whatever name) in each building as follows:

1.5.2.1 Such does not disrupt school personnel, school operations or other scheduled activities or operations at the school, and shall not occur during school contract hours without prior written approval of the building administrator.

1.5.2.2 Prior to scheduling such meetings, the elected representatives of the Association shall confirm availability with the Building Principal for scheduling purposes.

1.5.2.3 Such use is consistent with the Idaho Code of Ethics for the Professional Educators.

1.5.3 Association Use of Interschool Communications Facilities: The Association may post notices of activities and informational materials on the bulletin boards designated for this use.

1.5.4 Abuse of Association Activities and Communication Privileges: Misuse or abuse of any of the communication privileges or association activities outlined in this Article may result in individual disciplinary action to a Professional Employee, limitations on the use for the Association and its elected representatives as well as possible mandated reporting of a violation

of the Code of Ethics for Idaho Professional Educators. If the Board, Superintendent or other administrator receives a complaint about the communication and/or Association activities, or if there is a concern about any violation of these provisions, the Superintendent shall notify the Association President and a meeting shall be scheduled to find a solution to the concern.

1.5.4.1 Association use of school property, whether emails, mailboxes or physical facilities shall not be for the advocacy of any political views or for any political purpose.

## **1.6 Preemptive Clause**

1.6.1 Nothing contained in this Agreement is intended to nor shall it conflict or abrogate the powers or duties and responsibilities vested in the Idaho Legislature, State Board of Education or New Plymouth School District Board of Trustees by the laws of the state of Idaho.

## **ARTICLE 2 LEAVE TIME BENEFITS**

### **2.1 Personal Leave**

2.1.1. Personal Leave, with pay, shall be granted at the rate of three (3) Days per year for each Professional Employee, for any valid reason deemed necessary by the Professional Employee.

2.1.1.1 Personal Leave shall accumulate from year to year to a maximum of ten (10) days.

2.1.1.2 Personal Leave shall not be deducted from Sick Leave.

2.1.1.3 When a Professional Employee accumulates ten (10) Personal Leave Days, rather than losing remaining Personal Days for that year, the Professional Employee will be reimbursed \$75 for each Personal leave Day over ten (10)

2.1.2 The following restrictions shall apply:

2.1.2.1 Two (2) days written notice of intent to use Personal Leave will be given to the building principal prior to taking Personal Leave.

2.1.2.2 Emergency Personal Leave, as determined by the principal and the Professional Employee, may be granted without the above restrictions.

2.1.2.3 Anytime the absences of Professional Employees associated with Personal Leave goes beyond twenty percent (20%) of each building's Professional Employees, the principal shall have the right to deny Personal Leave requests.

2.1.2.4 For each absence over and above granted Personal Leave of one (1) contract day of salary shall be deducted.

## 2.2 Bereavement Leave

2.2.1 Each Professional Employee shall be granted Bereavement Leave with full pay at the time of death of any relative residing in the Professional Employee's household and/or the following family members:

Up to five (5) Days	Up to three (3) Days	Up to one (1) Day
Spouse	Son-in-law	Other close relative
Mother	Daughter-in-law	Close friend
Father	Sister-in-law	
Step Parent	Brother-in-law	
Daughter	Grandparent	
Son		
Siblings		
Father-in-law		
Mother-in-law		
Grandchild		

2.2.2 If the deaths of family members or others occur at different times in the same year, an additional five (5) days, three (3) Days, or (1) day shall be granted for each bereavement.

2.2.3 The Association has negotiated this Bereavement Leave benefit in good faith and will encourage its members not to take unfair advantage of it.

## 2.3 Professional Leave

2.3.1 Professional Leave, with pay, shall be granted to each Professional Employee at the rate of five (5) days per year, for the purpose of recognized professional improvement.

2.3.2 The following restrictions shall apply:

2.3.2.1 Two (2) days written notice of intent to use Professional Leave will be given to the building principal prior to taking Professional Leave.

2.3.2.2 Anytime the absences of Professional Employees associated with Professional Leave goes beyond twenty percent (20%) of each building's Professional Employee staff, the principal shall have the right to deny Professional Leave requests.

2.3.2.3 For each absence over and above granted Professional Leave, one (1) contract day of salary shall be deducted.

2.3.2.4 Special Professional Leave, as determined by the principal and the Professional Employee, may be granted without the above restrictions.

## 2.4 Association Leave

2.4.1 The District will allow up to five (5) days of Association Leave for the NPEA to use for Association business.

2.4.2 In the event that NPEA members are elected or appointed to IEA committees, the District will allow up to four (4) additional days of Association Leave.



- 2.4.3 Upon mutual agreement between the Board and NPEA, the Board may allow for additional days of Association Leave at District cost. If the parties are unable to reach mutual agreement, for each absence over and above granted Association Leave, one (1) contract day of salary shall be deducted.

## **2.5 Extended Leave of Absence**

- 2.5.1 The Board may grant, upon a Professional Employee's request, an Extended Leave of Absence up to one (1) year without pay. A Professional Employee granted such Extended Leave of Absence shall return to the original position or a comparable position the year following such leave.

- 2.5.2 The following restrictions shall apply:

2.5.2.1 Professional Employees shall have been Professional Employees with the District for a minimum of four (4) years before requesting the Extended Leave.

2.5.2.2 A maximum of five percent (5%) of the Professional Employee staff shall be permitted this Extended Leave during any single school year.

2.5.2.3 Extended Leaves will be granted in the same order that the requests were made.

2.5.2.4 The Board has negotiated this Extended Leave benefit in good faith and will seriously consider such leave when requested.

2.5.2.5 In order for a Professional Employee to be granted reemployment upon return from Extended Leave, the Professional Employee must provide the Board with written notice of an intention to return on or before the 30<sup>th</sup> of May of the year of Extended Leave.

## **2.6 Sick Leave**

- 2.6.1 Professional Employees shall be entitled to Sick Leave with full pay at the rate of one (1) day per month worked. Professional Employees on 188 Day contracts shall be entitled to nine (9) Days Sick Leave per year. Sick Leave may be used for personal illness or immediate family illness. Immediate family is defined as spouse, child(ren), and parents.

- 2.6.2 Pursuant to section 33-1216, Idaho Code, no compensation shall be given for unused Sick Leave.

- 2.6.3 There is no limit to the accumulation of Sick Leave days to be used by staff in the case of absence. There is also no limitation on the allowance for accumulation of any number of Sick Leave days (i.e. no limit) that may be applied towards retirement/insurance benefits.

## **2.7 Sick Leave Bank**

- 2.7.1 Each Professional Employee of the District covered by this Agreement may participate in the Sick Leave Bank. To participate, each Professional Employee shall

contribute a prescribed number of his/her earned Sick Leave days as determined by the Sick Leave Bank Committee. Deposits to the Sick Leave Bank may be made from September 1 to October 15 and from March 1 to April 15 of each year. Sick Leave days thus contributed shall be deducted from the individuals Sick Leave entitlement.

- 2.7.2 The contributed Sick Leave days shall form a fund or Bank of Sick Leave days that will be available to all eligible participating Professional Employees upon recommendations of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by accumulated Sick Leave.
- 2.7.3 When applying to the Sick Leave Bank Committee for Sick Leave days, each Professional Employee must give the Committee a letter stating the reason for the request of days and the exact amount of days requested, and also show a two-year work history attendance record, which can be obtained from the District office.
- 2.7.4 In order for a Professional Employee to be eligible to apply for Sick Leave benefits from the Sick Leave Bank the Professional Employee must be a contributor to the Bank and have been absent from work due to illness, accident, or pregnancy.
- 2.7.5 Each year of the Bank's operation, the Sick Leave Bank Committee shall determine the number of Sick Leave days each participant must contribute in order to keep the Bank solvent. Then number of accumulated Sick Leave days a Professional Employee may contribute to the Bank shall be unlimited.
- 2.7.6 The maximum number of days that can be granted in any one (1) fiscal year will be the remaining number of days a Professional Employee is scheduled to work under his/her current contract. In no case will the granting of Sick Leave Bank days cause a Professional Employee to receive more than his/her annual salary for that year.
- 2.7.7 The Sick Leave Bank Committee may allow retroactive coverage for the two (2) days on which the Professional Employee suffered full salary loss.
- 2.7.8 Bank grants to individual Professional Employees will not be carried over from one (1) fiscal year to another; all such grants will end at the termination of the school year. If a Professional Employee does not use all of the days granted by the Bank, the unused Sick Leave days will be returned to the Bank. In no case shall a Professional Employee be granted more than a total of 180 Days from the Sick Leave Bank for one illness or disability during the current or subsequent employment with the District.
- 2.7.9 The Sick Leave Bank Committee shall consist of three (3) members appointed by the Association, the Superintendent, one (1) Principal, and one (1) Board member non-voting (observer) appointed by the Board. The Committee shall develop and distribute rules and procedures for the orderly administration of the Bank not inconsistent with the terms of this Agreement. The Committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the Bank and all other information necessary for the Professional Employee's records. A list of all current Professional Employee members and the number of total days in the Sick

Leave Bank shall be kept on file in the District Office, and an updated copy given to the Association November 1 and May 1 of each year.

2.7.10 A Professional Employee will contribute a total of three (3) days, one (1) each year for three (3) years to stay an active member. The Professional Employee will not be asked to contribute again unless the accumulated Sick Leave in the Bank drops below three hundred Days (300). The Sick Leave Bank Committee will then ask all members to contribute a specific number of days to bring the total above three hundred (300) days. These contributions must be made during the regular deposit periods as set forth in Section 2.7.1. Any member not contributing will become ineligible to receive Sick Leave Bank days until they have contributed the requested days.

2.7.11 A Sick Leave Bank member will need to use all accumulated leave before asking for days from the Bank.

2.7.12 Family Sick Leave days do not come from the Sick Leave Bank. They will come from your personal Sick Leave Days, unless the Sick Leave Committee deems the request a catastrophic, immediate family (spouse, child, or parents), illness or accident.

### **ARTICLE 3 FRINGE BENEFITS**

**3.1** The Board shall provide the following fringe benefits for all Professional Employees: Member Health, Member Life (\$50,000), Member Dental and Member Vision.

3.1.1. Set defined benefit of 437.70 for the 2018-2019 school year, based on District Absorbing 100% on Premium Increases/month for Professional Employees for health insurance, dental, vision, and life insurance.

Professional Employees will be responsible for the balance of the cost of the premium.

**3.2** Professional Employees who work twenty (20) hours per week or more (or half-time or more, or the equivalent) will receive full benefits. Those who are employed for less time will not be entitled to any benefits.

**3.3** Should the Professional Employee choose optional benefits the employee shall authorize a voluntary salary reduction to pay the excess premium cost.

**3.4** The optional programs available shall include:

- Member plus one health
- Family health
- Member plus one dental
- Family dental
- Salary protection (disability)
- Family and dependent life\*
- Cancer insurance

- Intensive care insurance

**3.5** Carriers and plans shall be mutually negotiated by the District and the Association. The NPEA will notify their members of the changes. The district is allowed to “buy down” insurance premiums with no change to employee benefits.

3.5.1 A Blue Cross PPO insurance plan will be provided employees by New Plymouth School District with a \$3,000 deductible, \$30/\$60 Copay per office visit, 70/30 coinsurance, \$1,500 Out of Pocket, prescription drug card of \$15/\$30/\$45 with \$2000 annual non-generic cap, mail order matches the prescription card.

3.5.2 The 2017-2018 dental coverage (Blue Cross) will be continued for the 2018-2019 school year.

3.5.3 The 2017- 2018 life insurance coverage (\$50,000) will be continued for the 2018-2019 school year.\*

## **ARTICLE 4 COMPENSATION**

### **4.0 Salary Schedule for Professional Employees**

#### **2018-2019 CERTIFIED PROFESSIONAL EMPLOYEES SALARY SCHEDULE**

*Years met eval. goals	B	B+12	B+24	MA B+36	MA+12 BA+48	MA+24 BA+60	ES/DR MA+36
0	35800	35800	35800	35800	35800	35800	36753
1	35800	35800	35800	35800	35800	36753	37714
2	35800	35800	35800	35800	36753	37714	39080
3	35800	35800	35800	36753	37714	39080	40494
4	35800	35800	36753	37714	39080	40494	41960
5	35800	36753	37714	39080	40494	41960	43479
6	36753	37714	39080	40494	41960	43479	45054
7	37714	39080	40494	41960	43479	45054	46684
8	39080	40494	41960	43479	45054	46684	48374
9	40595	41960	43479	45054	46684	48374	50126
10		43588	45054	46684	48374	50126	51940
11			46421	48160	50126	51940	53821
12					51840	53429	55819
13 or more						55959	58886

### **4.1 Proficiency Rating**

- 4.1.1 \*Professional Employees shall not earn movement in lane and step placement if the Professional Employee has failed to meet the compensation rung performance criteria for the previous three (3) years. Placement for such Professional Employees shall be the same as the previous fiscal year.

**4.2 Placement and Movement**

4.2.1 For the 2018-2019 school year, Professional Employees shall earn applicable movement for placement in steps and lanes.

4.2.2 No Professional Employee shall earn less than the state mandated minimum salary, regardless of the figure stated in the above salary schedule.

**4.3** Professional Employees will receive 1/7<sup>th</sup> of their daily salary when the teacher covers a class during their prep period, and the Principal or his/her designee has requested the coverage.

**4.4 Dual Compensation**

The Board and the Association agree that Professional Employees covered under this Agreement shall receive no additional compensation for duties involving school time or school related activities involving school time not currently covered by their contract.

4.4.1 Professional Employees teaching dual credit or concurrent credit will receive the full compensation from the college or university from which they are accredited.

**4.5 Extra Curricular Salary Schedule for Professional Employees**

Percent of Base of BA Column at Experience Level

Football Head Coach	14%
Football Assistant Coach (2)	8%
Football JV Coach (2)	8%
Football M.S. Head Coach	6%
Football M.S. Assistant Coach (2)	4%
Basketball Head Coach (2)	14%
Basketball Assistant Coach (2)	8%
Basketball Freshman (2)	8%
Basketball M.S. Coach (4)	6%
Cross Country Head Coach	12%
Cross Country Assistant Coach	8%
Track Head Coach	12%
Track Assistant Coach (2)	8%
Track M.S. Head Coach (1)	6%
Track M.S. Assistant Coach (1)	6%
Volleyball Head Coach	12%
Volleyball Assistant Coach (1)	8%
Volleyball Freshman Coach (1)	8%
Volleyball M.S. Coach (2)	6%

Wrestling Head Coach	12%
Wrestling Assistant Coach (1)	8%
Wrestling M.S. Coach	6%
Baseball Head Coach	12%
Baseball Assistant Coach (1)	8%
Softball Head Coach	12%
Softball Assistant Coach (1)	8%
H.S. Cheerleader Advisor (1)	12%
H.S. Cheerleader Assistant Advisor (1)	8%
M.S. Cheerleader Coach (1)	6%
District-Wide Band	12%
Choir (as per job description)	5%/10%
Annual	4%
Math Counts Advisor	6.25%
(This will be taught for two quarters during prep time for a one-year trial basis only.)	
Middle School Academic Bowl Coach	2%
Newspaper	6%

MS Football: If there is one combined team, there will be one Head Coach (6%) and one Asst. Coach (4%). If there is a 7th grade team and an 8th grade team, there will be 2 Head Coaches (6% each).

All coaching positions will be filled if the sport is offered.

Advisory Compensation	
Senior Class Advisor (3)	\$250
Junior Class Advisor (3)	\$250
Sophomore Class Advisor	\$100
Freshman Class Advisor	\$100
High School Student Council Advisor	\$200
Middle School Student Council Advisor	\$200
BPA Advisor	\$200
TSA Advisor	\$200
Pep Club Advisor	\$200
High School Quiz Bowl Advisor	\$200
High School Foreign Language Club Advisor	\$200
HOSA Advisor	\$200
National Honor Society Advisor	\$200
Drama (6 act minimum)	\$50/ act
Guidance	10 months
Home Ec.	2 week ext.
Vo-Ag	11 months

(After School Athletics only)

Middle School Event: one event--\$30, two events--\$40.

High School Events: one event--\$40, two events--\$50 three Events--\$70.

High School Track Meet--\$70.

NP Wrestling Invitational--\$100.

These duties shall be voluntary.

The Athletic Director's salary will be negotiated separately outside the already established salary schedule.

#### **4.6 Tax Sheltered Annuities and Payroll Deductions**

4.6.1 Professional Employees may select various payroll withholding associated with programs available to Professional Employees, the employee solely responsible for the completion and timeliness of all appropriate and required paperwork and authorizations.

4.6.2 The Board agrees to allow payroll deductions from the salaries of Professional Employees for Association dues, solely at the direction of the Professional Employee.

4.6.3 The Board takes no responsibility to address or deduct from any Professional Employee's salary any sum in dispute between the Professional Employee and the Association. The issue of any disputed sums owing or outstanding dues owing is solely between the Association and the individual Professional Employee.

4.6.4 If a Professional Employee instructs the District to cease withdrawal of Association dues from payroll deduction, the District shall direct the employee to notify the Association within five (5) days.

### **ARTICLE 5 EVALUATION APPEAL**

#### **5.1 Appeal**

5.1.1 An appeal of the Teacher Evaluation shall mean a disagreement by a Professional Employee with the rating/ranking they have received in any or all areas of a formal/informal evaluation.

5.1.2 The purpose of this procedure is to allow a Professional Employee a formal method to seek a change in his/her evaluation as a result of evidence presented after his/her evaluation has been given.

5.1.3 Nothing herein contained will prevent a Professional Employee from informally discussing the evaluation with their evaluator in an effort to resolve the disagreement on any/all scores/rankings in question.

5.1.4 Failure to conform to the specified time limits (except as extended by mutual agreement) shall constitute:

5.1.5 On the part of the Professional Employee appealing, an acknowledgement that the time limit to appeal has expired and the evaluation is valid.

5.1.6 On the part of the evaluator, an admission that the appeal has merit and the requested changes to the score/ranking within the evaluation is changed.

### **5.3 Procedure Specifications**

5.3.1 A written formal appeal shall meet the following specifications:

5.3.2 On the part of the professional employee appealing, an acknowledgement that the time for appealing has expired and the evaluation is valid.

5.3.3 On the part of the evaluator, an admission that the appeal has merit and the requested changes to the score/ranking of the evaluation is changed.

5.3.4 It shall contain the date the evaluation was received.

5.3.5 It shall be signed by the Professional Employee who is appealing the Evaluation.

### **5.4 Procedure Steps**

5.4.1 Step One: Within 30 days following the evaluation, the Professional Employee will meet with their evaluator, present evidence, and discuss any and all disagreements involving the evaluation. He/She may have an Association Representative at this meeting.

5.4.2 Step Two: If the Professional Employee is not satisfied with any/all changes to His/Her evaluation, He/She may request a formal letter outlining the areas of disagreement and justification for specific scores/rankings that go further into detail than any/all statements on the evaluation in question. This response should also include specific evidence that the evaluator would like to see in order for the Professional Employee to receive an improved score/ranking. The evaluation by the immediate supervisor shall be given within ten (10) workdays of the request.

5.4.3 Step Three: If the Professional Employee is not satisfied after step one and two have been completed, then the Professional employee may appeal to the evaluator's immediate supervisor. The Professional Employee will provide any/all evidence that has been previously submitted. The evaluation by the immediate supervisor shall be given within ten (10) workdays of the request.

5.4.4 Evaluation Appeal Re-Opener. Should the Board seek to amend or alter the existing language for Professional Employees evaluations and should such amendment alter the Evaluation Appeal language cited herein, the Association or the Board may give written notice to the other party of its desire to re-open negotiations solely with regard to the language of Evaluation Appeal cited herein. Negotiations shall be commenced within fifteen (15) days of the receipt of the written notice to re-open negotiations.

## **ARTICLE 6 PERFORMANCE AND PROFESSIONAL DEVELOPMENT COMPENSATION**

### **6.1 Committee**



6.1.1 A “Performance and Professional Development Oversight Committee” shall be established which consists of three Professional Employees, (1/school), the Superintendent, and two school Board members. At least two of the Professional Employees shall be NPEA members.

## **6.2 Duties**

6.2.1 Ensure that Performance Bonuses are based on rigorous standards and that all Professional Employees are eligible to receive.

6.2.2 Preliminary plans for Professional Employees in each building will be forwarded to the Committee each year via the Superintendent, and these plans will have been determined by groups of Professional Employees and the Principal. Each building shall attempt to ensure plans are equitable before sending them to the committee.

6.2.3 Set guidelines/rules to govern Pay-for-Performance (P4P) in the New Plymouth School District.

6.2.4 Help ensure that results for which there is pay are reliable and valid.

6.2.5 These “Performance Bonuses” are a financial acknowledgement of excellence, and/or an encouragement to Professional Employees/PLC’s to step out of the box and try something a little different, and/or for PLC’s to work more closely together.

6.2.6 Each building Committee shall attempt to ensure plans are equitable before sending them to the Oversight Committee for approval.

6.2.7 All confidential matters will be kept confidential. This is of particular importance in the area of any individual teacher’s performance.

6.2.8 The first meeting of the Committee shall occur on or before the end of October. The committee will meet to finalize plans on or before the end of January.

**6.3** Pursuant to 33-1004J, Idaho Code, leadership premiums shall be made for reasons identified as leadership priorities by a committee consisting of teachers, administrators and two (2) Board Members. For the 18-19 school year, the Performance and Professional Development Compensation Committee shall fulfill these duties. After the committee develops such plan, it will be brought to the Board for final approval.

## **ARTICLE 7 PROBLEM SOLVING MECHANISM**

### **7.1 Language**

7.1.1 The purpose of this language is to secure equitable solutions for Professional Employees who have reason to believe the District is in violation of this Agreement and to bring their concerns to the proper attention of District authorities.

7.1.1.2 Nothing herein contained will be construed as limiting the right of any Professional Employees having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted provided the Grievant believes the adjustment is consistent with the terms of this Agreement.

7.1.1.3 A Grievance may be withdrawn at any level without establishing a precedent.

## **7.2 Definitions**

7.2.1 A “Grievance” for Professional Employees is a written claim by a “Grievant or Grievants” that there has been a violation, inequitable application, or misinterpretation of this Agreement.

7.2.2 A “Grievant or Grievants” is a Professional Employee(s) asserting the Grievance.

7.2.3 A “day” as used in this Grievance procedure for Professional Employees means any working school days within the regular school year as shown on the official school calendar. If the Grievance extends beyond the regular school year, a “day” means any day, Monday through Friday, exclusive of holidays.

## **7.3 Guidelines**

7.3.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level will constitute the maximum and every effort will be made to expedite the process. The timelines of the grievance procedure set forth in this article may be waived and modified by mutual agreement.

7.3.2 Any Grievance not commenced within fifteen (15) days after the Grievant knew of the conditions upon which the Grievance is based shall be null and void.

7.3.3 If a Grievant fails to appeal a decision at any level within the prescribed time limits, the Grievant shall be deemed to have waived the right to further processing of the Grievance. If the Administration and/or Board fails to respond within the prescribed time limit, the Grievance shall be advanced to the next step of this procedure.

7.3.4 No reprisals of any kind will be taken against any Professional Employee because of his or her participation in a Grievance.

## **7.4 Specifications**

7.4.1 A written Grievance will meet the following specifications:

- It will be specific;
- It will contain a synopsis of the facts giving rise to the violation or misinterpretations;
- It will contain the specific section of this Agreement which has allegedly been violated;
- It will state the relief requested;
- It will contain the date of the alleged violation(s);
- It will be signed by the Grievant.

7.4.2 Representation: Both the Professional Employee and the District will be entitled to a representative of choice, including legal counsel, at each step of the Grievance procedure. If

legal fees are incurred the District will only assume those costs incurred by the District, not the Professional Employee. The Professional Employee will be responsible for their own individual legal costs, if any.

7.4.3 Utilization of the Grievance procedure will not constitute a waiver of any right of appeal available pursuant to law or regulation.

7.4.4 If a Grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, the time limits set forth herein may, by mutual agreement be reduced so that the Grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practicable.

## **7.5 Joint Grievance**

7.5.1 Whenever two (2) or more employees allege a common violation or misinterpretation of the terms of this Agreement they, and the District, may mutually agree to resolve said Grievances by joining said Grievances together as one Grievance.

7.5.2 If the District and the Grievants agree to resolve the common Grievances by joining the grievances together as one Grievance, those Professional Employees joining their Grievances together into one Grievance shall notify the Superintendent of such action. The Superintendent will inform the Professional Employees involved, in writing, of the identity of the supervisor who shall serve as the "immediate supervisor" for purposes of meeting and responding to said Grievance.

7.5.3 The District and the Grievant(s) may mutually agree to waive any level of the grievance procedure and proceed to the next higher level.

## **7.6 Procedure**

7.6.1 A Grievance must be in writing and received by the Professional Employee's immediate supervisor within fifteen (15) days following knowledge of the act or condition giving rise to the Grievance.

7.6.2 Step 1: The immediate supervisor will set up a meeting to discuss the Grievance within ten (10) days of the receipt of the Grievance. The immediate supervisor will provide the Grievant a written response to the Grievance within ten (10) days after the meeting.

7.6.3 Step 2: If the Grievant is not satisfied with the response of his/her Grievance in Step 1, or there is no response within ten (10) days of the meeting, he/she may submit a written Grievance appeal to the Superintendent. Such submission must be to the Superintendent within ten (10) days of the immediate supervisor response to the Grievance or if no response was received, within five (5) days of when such response was due.

7.6.3.1 The Superintendent or designee will set up a meeting to discuss the Grievance within ten (10) days of receipt of the Grievance appeal.

7.6.3.2 The Grievant has the right to bring statements and/or witnesses as she/he deems necessary to develop facts pertinent to the Grievance.

7.6.3.3 The Superintendent or designee may speak with other individuals and/or seek out other documentation and/or information pertaining to the issue of the Grievance.

7.6.3.4. The Superintendent or designee will provide the Grievant with a written response to the Grievance within ten (10) days after the meeting.

7.6.4 Step 3: If the Grievant is not satisfied with the response of his/her Grievance at Step 2, or if there is no response within ten (10) days of the meeting, he/she may submit a written Grievance Appeal to the Board for potential resolution.

7.6.4.1 A Grievant wishing to advance a Grievance to the Board shall submit a written appeal to the Board's clerk within ten (10) days of the date of the Superintendent or designee's response to the Grievance.

7.6.4.2 The Board shall arrange for a meeting to be held with the Grievant and the Administration within fifteen (15) working days of the date of the Board's receipt of the Grievance Appeal. The Board Chairman or designee shall preside over the meeting with the Grievant(s) and the District Administration to address the issues of the subject Grievance.

7.6.4.3 The parties shall have the right to include written documentation and any willing participating witnesses to provide information pertinent to the Grievance.

7.6.4.4 The Board shall issue a written finding regarding the Grievance within fifteen (15) working days of the date of the Board's meeting.

7.6.5 Step 4: If either party is not satisfied with the disposition of the Grievance at Step 3, the party may pursue all applicable legal action.

## **ARTICLE 8 ACCEPTANCE AND DURATION**

### **8.1 Savings Clause**

8.1.1 If a specific term of this Agreement shall be ruled invalid by a court of law, legislative act or government agency, such term shall be null and void and of no legal effect.

8.1.2 If such event occurs, the Board and the Association shall enter into negotiations within fifteen (15) Days in an attempt to agree upon a successor clause for the invalid article, if appropriate.

8.1.3 The remaining portions of the Agreement shall remain valid and enforceable.

## 8.2 Entirety of Agreement

8.2.1 There are no other Agreement or understandings not contained in this Agreement. All communications, understandings, agreements – expressed or implied – not embodied herein shall be and are null and void and of no legal or enforceable effect.

## 8.3 Changes in Agreement

8.3.1 During its term, this Agreement may be altered, changed, added to, deleted from, amended or otherwise modified only through the voluntary mutual consent of the Board and the Representative Organization, in writing, ratified and signed by both parties to this Agreement.

## 8.4 Individual Contract Compliance

8.4.1 Consistent with the provisions of the state’s Standard Teacher Contracts, any employment contract between the Board and an individual Professional Employee covered by this Agreement shall be subject to and consistent with the terms of this Agreement.

## 8.5 Duration

8.5.1 The provisions of this Agreement will remain in force and effect from July 1, 2018 through June 30, 2019, unless otherwise specifically identified herein.

This Agreement is made and entered into this 12th Day of November, 2018 by and between the Board of Trustees of the New Plymouth School District and the New Plymouth Education Association.

This Agreement shall be binding upon the parties and the parties warrant and represent that ratification has occurred by the respective entities.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals as follows:

Date Ratified\_\_\_\_\_

By

\_\_\_\_\_

Dave Brogan  
Chairman of the Board

Date Ratified\_\_\_\_\_

By

\_\_\_\_\_

Pierrette Madrid-Harris  
President of the Association