

AGREEMENT

between

BLAINE COUNTY SCHOOL DISTRICT NO. 61

and

BLAINE COUNTY EDUCATION ASSOCIATION

for 2020-2021

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NEGOTIATED CONTRACT

2020-2021

PREAMBLE

The Blaine County Education Association (BCEA) and the Blaine County School District No. 61 (BCSD) have been involved in an ongoing process of negotiations through interest-based problem solving. The model has proven to be highly effective, both at the bargaining table and at settling disputes throughout the District. An essential element of this model is the trust and trustworthiness of the parties. The BCEA and BCSD have built a relationship which will: survive the differences in interest, endure leadership, extend beyond legal and contractual requirements, and be based on the following principles.

The Association and the Board agree:

- that an interest-based approach shall be used as the basis for contractual negotiations between the parties.
- that each group and individual has an equal right to communicate their respective interests and to advocate for them.
- that mutual respect and trust is essential to building and maintaining positive relationships.
- to refrain from the use of coercive tactics and power plays to reach consensus.
- to conduct the matters of negotiations in the utmost manner of respect and professionalism.

We the BCEA and BCSD represent the heart and soul of the members of BCEA and all members on staff at BCSD. We will strive to do what is best for the organization as a whole. As we move forward, let us all work together in the spirit of fairness, honesty and integrity.

ARTICLE I - AGREEMENT

This Agreement, commonly referred to as the Master Contract, the Contract, and the Master Agreement is made and entered into by and between Blaine County School District No. 61 Board of Trustees, hereinafter called the "Board" and the Blaine County Education Association, hereinafter called the "Association". The Board and Association agree to negotiations for the compensation, benefits, matters and conditions they mutually decide should be in this agreement in accordance with the law. This Agreement shall likewise benefit any certified professional employee of the District, excepting Superintendents, Supervisors, and Principals.

ARTICLE II - SAVINGS CLAUSE

If any specific item of this Agreement shall be ruled invalid by a court of law or governmental agency, representatives of the Board and Association shall meet within fifteen (15) school days or at a time mutually agreed upon by both parties to discuss the item. Subsequently, if either party requests that a successor clause be negotiated, those negotiations will begin within forty-five (45) school days of said meeting or at a time mutually agreed upon by both parties. The balance of this Agreement shall not be affected by such ruling and shall remain in full force.

ARTICLE III – GRIEVANCE

DEFINITIONS

A "*grievance*" shall mean a written complaint alleging a violation of this negotiated contract and/or School District Policy or a claim based upon an event or condition which affects the condition(s) or circumstances under which a certified employee works, or violation of an individual's rights under the law. An "*aggrieved person*" also referred to as "grievant" is a certified employee asserting a grievance. A "*party in interest*" shall mean any certified employee who might be required to take action or against whom action might be taken in order to resolve a grievance.

A "day" as used in Article III shall mean any day school is in session 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. 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, then 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 practical.

PURPOSE

The purpose of this grievance procedure is to secure, at the lowest possible administration level, equitable solutions to work related disputes, which may, from time to time, arise. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained will be construed as limiting the right of any certified professional employee having a grievance to discuss the matter informally with any appropriate administrator/supervisor and having the grievance resolved, provided the resolution is consistent with the terms of this contract.

PROCESS

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall constitute the maximum and every effort will be made to expedite the process.

PRELIMINARY EXPECTATION

- The Board and Association recognize and acknowledge that it is usually most desirable for a certified professional employee and his/her administrator to resolve work related disputes through free and informal communication.

LEVEL ONE:

- The certified employee shall submit the grievance in writing using the provided Initial Grievance Report Form to his/her immediate supervisor within fifteen (15) days of the incident giving rise to the grievance. The grievant has the right to have Association representation.
- Within seven (7) days of receipt of the grievance, the immediate supervisor shall provide a written response to the employee.

LEVEL TWO:

- If the certified employee is not satisfied with the response of the immediate supervisor or if there is no response within the seven (7) day timeline, the employee may appeal the grievance to the Superintendent/designee within five (5) days of the receipt of the response.
- Within seven (7) days of receipt of the employee's appeal, the Superintendent/designee shall communicate with the certified employee and provide him/her a written response.

LEVEL THREE:

- If the certified employee is not satisfied with the Superintendent's/designee's response or lack of response within the seven (7) day time frame provided, the certified employee may contact the Board Clerk in writing and request a review of the grievance by a hearing panel within ten (10) days from the date of the Superintendent/designee's response.
- Within fifteen (15) days of receipt of a request for hearing, the Board of Trustees shall convene a panel consisting of three (3) persons; one (1) designated by the Board of Trustees, one (1) designated by the certified employee, and one (1) neutral party agreed upon by the two (2) appointed members for the purpose of reviewing the grievance. All parties may produce witnesses and evidence of every description relevant to the grievance.

- Within five (5) days following completion of the review, the panel shall submit its decision in writing to the employee, the Superintendent and the Board.
- The panel's decision shall be the final and conclusive resolution of the grievance unless the Board of Trustees overturns the panel's decision by resolution at the Board of Trustees' next regularly scheduled public meeting or unless within forty-two (42) calendar days of the filing of the Board's decision, either party appeals to the district court in the county where the school district is located. Upon appeal of a decision of the Board of Trustees, the district court may affirm or set aside and remand the matter to the Board of Trustees upon the following grounds, and shall not set the same aside on any other grounds:
 - That the findings of fact are not based on any substantial, competent evidence;
 - That the Board of Trustees has acted without jurisdiction or in excess of its powers;
 - That the findings by the Board of Trustees as a matter of law do not support the decision.

SUPPLEMENTAL GRIEVANCE CONDITIONS:

- A. A certified employee filing a grievance pursuant to this section shall be entitled to a representative of his/her choice at each step of the grievance procedure provided in this section. The immediate supervisor or Superintendent/designee shall be entitled to a representative at each step of the grievance procedure.
- B. The time lines of the grievance procedure established in this section may be waived or modified by mutual agreement.
- C. Utilization of the grievance procedure established pursuant to this section shall not constitute a waiver of any right of appeal available pursuant to law or regulation.
- D. There shall be no reprisal, restraint, interference, coercion, or discrimination by the District or its employees against any person involved in the grievance procedure.
- E. Nothing herein contained shall be construed as limiting the right of any certified employee having a grievance to discuss the matter informally with any appropriate member of the administration.
- F. The grievant shall not approach members of the Board individually nor shall the Superintendent discuss the grievance with the Board in an attempt to prejudice the Board prior to a full hearing. The grievance shall not be released to the press until a final decision has been reached.
- G. All documents, communications, or records dealing with a grievance shall be filed separately from the certified employee's personnel file.
- H. Copies of grievances and decisions rendered at each level shall be sent to the Superintendent's office and may be sent to the Association upon the employee's request.
- I. A grievance may be lodged by the Association.
- J. Certain grievances, which are not under the jurisdiction of the immediate administrative supervisor and are based upon administrative action taken by an administrator other than the administrative supervisor, shall be initiated at Level One of the Grievance Procedure and may be appealed through the established levels.
- K. Excluded from the Grievance Procedures shall be matters for which law mandates another method of review.
- L. Strict compliance with the Grievance Procedure shall be required, and failure to do so shall relieve any responsibility for further consideration of a grievance until full compliance has been made.

BLAINE COUNTY SCHOOL DISTRICT NO. 61

INITIAL GRIEVANCE REPORT FORM

Aggrieved Person _____ Date Filed _____

Location _____ Position _____

1. Statement of grievance. (**Must be specific** – indicate the specific section of the policy/Master Agreement which has been violated or give statement specifically identifying how aggrieved was treated unfairly). Attach additional sheet of paper, if necessary.

2. Synopsis of facts giving rise to the violation/misinterpretation or violation of rights. Attach additional sheet of paper, if needed.

3. Date alleged violation(s) occurred:

4. Names of all persons who could testify:

5. Action requested or relief sought. Attach additional sheet of paper, if needed.

Signature of Aggrieved

Date

TO BE FILED IN GRIEVANCE FILE SEPARATE FROM PERSONNEL FILE OF AGGRIEVED

ARTICLE IV – CERTIFIED PROFESSIONAL EMPLOYEE PROTECTION

- A. Nothing contained herein shall be construed to deny or to restrict any certified professional employee such rights as she/he has under the laws of Idaho and the United States or other applicable laws, decisions, and regulations.
- B. *Notification of Vacancies: Vacancies may be declared in-district and out-of-district.* After reallocation of full time equivalency, all in-district vacancies, as a result of separations of contracts, shall be posted per District Policy – [Recruitment of Certified Personnel](#). All vacancies, in and out of district, shall be posted per District Policy – [Recruitment of Certified Personnel](#). Interested employees may apply and be considered for all positions of interest. Employees who apply meeting the following criteria will be offered at least one interview, during each hiring season by an administrator in each school in which a vacancy occurs:
1. Continuing contract, and
 2. Properly certified and endorsed

- C. *Transfers: When transfers between buildings and changes in teaching discipline are necessitated by programming and district needs, there are two types of transfers considered for the welfare of students, the following procedures shall be adhered to:*

1. *Voluntary Transfers*

Principals' shall consider:

1. Staff being reduced due to reallocation; then
2. In-building requests for transfers; then
3. Opening a position and posting according to Article IV, Section B: Notification of Vacancies

Employees who apply meeting the following criteria will be offered at least one interview, during each hiring season by an administrator in each school in which a vacancy occurs:

1. Continuing contract status, and
2. Properly certified and endorsed

2. *Involuntary Transfers*

- A. When involuntary transfers are necessitated by reallocation of full time equivalency and/or position, the following steps shall be applied to decide on who is required to relocate: These steps will apply in the following order:

1. Continuing contract status; properly certified and endorsed; best qualified by education and experience; and consideration of students' needs; then
2. Qualified employees willing to transfer are requested by administration. Notification of interest to be submitted in writing to Human Resources and Building Administrator at the employee's discretion; then
3. Seniority (longevity in the district based on Board hire date without penalty for approved leave of absence(s)); then
4. Drawing lots

- B. *Recall Rights: After the transfer, the employee will be given the right of first refusal to return to the school, limited to the same content area or appropriate grade level (primary K-2 or intermediate 3-5), from which they were involuntarily transferred should a qualified opening occur prior to the beginning of the start of the next two (2) school years. In the case that there is not an opening in the same content area or grade level the employee will be considered as an in-building voluntary transfer.*

- D. *Employee Personnel Files: Will follow and adhere to [Idaho Code 33-518](#).*

- E. *Appearances Before Employer:* When a Category III or Continuing contract certified professional employee is required to make an appearance for the specific purpose of discussing the possibility of probation, discharge, or non-renewal, that employee shall have the right to representation by the Association and shall be given sufficient time to obtain that representation.

Nothing in this section is interpreted to preclude meetings of the certified professional employee and principal or other administrator in routine school affairs, to discuss certified professional employee evaluations (except where such discussion presumes pending dismissal or non-renewal), or to deal with emergency situations.

This section does not prohibit the suspension of a certified professional employee where the District believes that a certified professional employee's actions warrant suspension.

ARTICLE V – CERTIFIED PROFESSIONAL EMPLOYEE EVALUATION

Certified professional employees will be evaluated in accordance with Idaho Code ([33-513](#), [33-514](#), [33-515](#)), Idaho Administrative Code ([08.02.02.120](#)), and the criteria and procedures established by the Board to include the following:

1. There shall be a minimum of one (1) written evaluation to be completed no later than June 1st of each year.
2. The evaluation shall include a minimum of two (2) documented observations, one (1) of which shall be completed prior to January 1st. Administrator shall provide formative feedback to the staff member within two (2) business weeks from the observation date. Administrator will be responsible for developing own observation method tailored to specific building needs.

Evaluation documents and procedures will be reviewed annually by the evaluator with every certified professional employee he/she is responsible for evaluating before October 15th of each school year.

All observing, monitoring, video, or audio recording of the certified professional employees' work shall be done in an open and ethical manner and with the full knowledge of the employee.

The forms used in the evaluation of certified professional employees must be completed and filed as follows:

1. All forms used to evaluate a certified professional employee will be signed by both the evaluator and the employee by June 1st. A mutually agreed upon time will be set to discuss the evaluation in more detail. The certified professional employee shall be presented with a confidential copy and the original shall be kept in the employee's personnel file at the District Office.
2. A pre-observation conference will be conducted with each certified staff member by October 15th.
3. Certified professional employees will receive feedback from informal and/or formal observations as part of their evaluation. Informal observations do not require documentation, but both the teachers and the District expect frequent visitation of classrooms by administrators.

When a category 3 contract or a renewable contract employee is placed on probation in accordance with Idaho Code ([33-514](#), [33-515](#)); the following shall apply to the probationary process:

1. A recommendation to place an above mentioned employee on probation shall be made in writing to the Superintendent and the Board of Trustees.
2. The Board of Trustees shall consider probationary status in executive session. If the consideration results in probationary status, the individual on probation shall not be named in the minutes of the meeting. A record of the decision shall be placed in the teacher's personnel file.
3. The Board of Trustees shall then provide written notice to the employee providing the following:
 - a. The length of the probationary period.
 - i. This period shall be a minimum of eight (8) weeks.
 - b. The reasons for such probationary period.

- c. The provisions for adequate supervision and evaluation of the employee’s performance during the probationary period.
 - i. The supervisor and the building principal, if he/she is not the supervisor, the certified professional employee on probation, and at least two (2) other staff members (one selected by the supervisor and/or building principal, and one selected by the probationary employee), will meet at least once per month to advise and assist the employee who is on probation.
 - ii. During the probationary period, the supervisor and/or the building principal will conduct at least one (1) monthly documented observation of the employee on probation.
- 4. For category 3 contract employees: At the end of the probationary period, action shall be taken by the Board as to whether the employee is to be retained, immediately discharged, discharged upon termination of the current contract or reemployed at the end of the contract term under a continued probationary status.
- 5. For renewable contract employees: At the end of the probationary period if the Board of Trustees takes action to immediately discharge or discharge upon termination of the current contract an employee whose contract would otherwise be automatically renewed, the action of the Board shall be consistent with the procedures specified in [Idaho Code 33-513\(5\)](#), and furthermore, the Board shall notify the employee in writing whether there is just and reasonable cause not to renew the contract or to reduce the salary of the affected employee, and if so, what reasons it relied upon in that determination.
- 6. If the Board of Trustees takes no actions against the renewable contract employee they shall be placed back on regular status.

The evaluation committee will reconvene when necessary to reexamine the evaluation instrument. The committee will consist of the following members at a minimum:

- One (1) Certified Staff Representative from each building
- One (1) Principal from each level
- Two (2) District Office representative

ARTICLE VI - INSURANCE

Health Insurance:

The Board shall provide, without cost to the certified professional employee whose full time equivalency (FTE) is 0.5 or greater, health insurance on a continuous twelve-month basis.

Vision Insurance:

The Board shall provide, without cost to the certified professional employee whose full time equivalency (FTE) is 0.5 or greater, vision insurance on a continuous twelve-month basis.

Dental Insurance:

The Board shall provide, without cost to the certified professional employee whose full time equivalency (FTE) is 0.5 or greater, dental health care protection on a continuous twelve-month basis.

Life Insurance:

The Board shall provide, without cost to the certified professional employee whose full time equivalency (FTE) is 0.5 or greater, group life insurance in the amount of eighty thousand dollars (\$80,000) on a continuous twelve-month basis.

Employee Assistance Plan:

The Board shall provide, without cost to the certified professional employee whose full time equivalency (FTE) is 0.5 or greater, an employee assistance plan on a continuous twelve-month basis.

Competitive Proposals:

The Board may submit health and dental plan specifications for competitive proposals annually. Specifications shall be similar to the health and dental plans in existence during the current school year.

Insurance Committee:

The insurance committee consisting of the following people will convene as needed to evaluate and research benefit options prior to that year’s negotiations. The committee will consist of the following members:

- Three (3) Association representatives
- Two (2) District Office representatives

ARTICLE - VII SICK LEAVE BANK

INTRODUCTION

All certified professional employees of the District may participate in the Sick Leave Bank. To participate, the certified professional employee shall donate two (2) days of his/her sick leave days. Sick leave days thus donated shall be deducted from the individual's sick leave entitlement for the year. The donated sick leave days shall form a fund of sick leave days that will be available to all eligible participating certified professional employees upon recommendation of the Sick Leave Bank Committee.

APPLICATION

Application for use of the Bank shall be submitted in writing to the Sick Leave Bank Committee for its recommendation. The Committee shall review the request and determine the eligibility of the certified professional employee. If the Committee deems necessary, it may require proof of illness at the time of application and from time to time after a grant has been made.

ELIGIBILITY

In order for a certified professional employee to be eligible for sick leave benefits from the Bank, the employee must first:

1. Join the Bank within thirty (30) days of initial employment, by signing a contract to donate two (2) sick leave days to the Bank.
2. Have been absent from work due to their own catastrophic event or that of a member of the “Employee’s Family” as defined under Sick Leave, and have used:
 - a. All his/her accumulated sick leave days from prior years, and all days earned to date of commencement of the leave. One half (1/2) day of sick leave shall be charged to the employee for any period of less than fifteen (15) days in a month of commencement of leave and one full day for fifteen (15) days and beyond. The balance of leave shall be retained by the employee and made available for use upon return from leave and
 - b. All personal leave days granted for the year, and
 - c. These changes will be revisited on a yearly basis.

If the disability is covered by Workers Compensation, the certified professional employee shall not be eligible to utilize the Sick Leave Bank. A person choosing elective or cosmetic surgery will not be eligible for Sick Leave Bank benefits.

RULES AND REGULATIONS

The Sick Leave Bank shall be governed by a committee consisting of two (2) members appointed by the Association, and two (2) members appointed by the Board of Trustees. The committee shall be responsible for reporting to the District Office all days granted by the Bank to an employee, and any other information necessary to maintain an adequate accounting of the operation.

The maximum number of days that may be granted to an eligible participant will be thirty (30) days per school year. This limit may be extended an additional thirty (30) days during the same year in the event of extenuating circumstances. The lifetime maximum will be one hundred and eighty (180) days.

In no instance should the number of Sick Leave Bank days granted exceed the number of days absent from work due to illness or accident.

Bank grants to individual certified professional employees will not be carried over from one school year to another. All such grants will end at the termination of the school year. If a certified professional employee does not use all of the days granted by the Bank, the unused sick leave days will be returned to the Bank.

If the Sick Leave Bank balance reaches fifty (50) days, the committee will convene to determine the amount of leave to assess each member. At that time certified professional employees who did not initially enroll in the Sick Leave Bank may enroll by signing a contract to donate two (2) sick leave days to the Bank.

When a certified professional employee is absent on leave, his/her days in the Bank are retained.

If a certified professional employee draws on the Sick Leave Bank and is later compensated for lost wages, the employee will reimburse the Sick Leave Bank in the amount of substitute pay.

Employees who are resigning, retiring, or leaving the District have the option to donate up to seven (7) of their unused sick days to the sick bank.

ARTICLE VIII - LEAVES

The following nine (9) leaves are part of this Agreement, and are also located in the Blaine County School District Policy Manual Section 400.

1. Sick Leave
2. Bereavement Leave
3. Personal Leave With Pay
4. Maternity Leave
5. Leave Without Pay
6. Jury Duty and Subpoena for Court Appearance
7. Leave to Become a Candidate for Public Office
8. Professional Leave Time
9. Unpaid Leaves of Absence

TERMS:

1. While on an approved leave, a regular employee shall maintain, but not add to, any sick or personal leave credit accumulated prior to such leave.
2. Regular part-time teachers shall be entitled to sick and personal leave in the ratio that their service bears to full-time service.
3. Termination of employment in the District shall terminate sick and personal leave rights, both current and accumulated except as provided in [Idaho Code 33-1217](#).
4. Premiums for insurance benefits shall not be paid during the time the employee is on an unpaid leave of absence except as required by law.
5. Unless otherwise specified, all requests for leave must be submitted to the Board of Trustees for approval or denial by April 1 of each year.
6. Equivalent position shall be defined as equal pay and benefits. If possible, the same location, schedule, and authority shall be maintained but there shall be no assurance of such.

SICK LEAVE:

DEFINITIONS

“Employee’s Family” means an individual with any of the following relationships to the employee:

1. Spouse, and parents thereof;
2. Children, and spouses thereof;
3. Parents, and spouses thereof;
4. Siblings, and spouses thereof;
5. Grandparents and Grandchildren, and spouses thereof;
6. Domestic partner and parents thereof; including domestic partners of any individual in 2 through 5 of this definition; and
7. Any individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship

At the beginning of each new employment year and thereafter as necessary during the employment year, each certificated employee of the School District shall be entitled to sick leave with full pay of (1) day for each month of service, or major portion thereof as projected for the employment year subject to limitations as provided in [Idaho Code 33-1216](#). The Board of Trustees shall not provide compensation for unused sick leave. Employees may accumulate an unlimited amount of unused sick leave from year to year as permitted by [Idaho Code 33-1218](#).

Sick leave days are defined by the number of hours the employee works each day. If the employee is hired for less than the full year, the number of sick days will be prorated. These days may be taken as full or half days. If, at the time of termination, excess sick leave is used, the excess shall be deducted from the employee’s final paycheck. The Board of Trustees or designee such as supervisor and/or Human Resources Department may require proof of illness adequate to protect the District against malingering and false claims of illness. In the event of an injury, a work release may be required to return to work. If restrictions apply, the employee shall be responsible to furnish an updated work release as requested.

1. Sick leave may be used for:
 - a. Illness or injury of the employee, including illness related to pregnancy, medical, and dental appointments;
 - b. Illness or injury of a member of the employee's family as defined above
 - c. Bereavement of a member of the employee's family as defined above when bereavement leave has been exhausted
 - d. Attending a funeral service of anyone not covered in (c) above. A maximum of four (4) days sick leave may be used for this purpose providing the employee gives advance notification to both the employee’s supervisor and the building principal.
2. Transfer of Sick Leave: When an employee is employed by another district or another state educational agency during the school year immediately following the year of termination, the accumulated leave shall be secured for, and credited to, the employee by the district or state educational agency thereafter employing such employee as permitted in [Idaho Code 33-1217](#).
3. Sick Leave/Severance Allowance on Retirement: Upon separation from public school employment by retirement, an employee's unused sick leave shall be transferred by the District to the public employee retirement account for use as provided by Idaho Public Employees Retirement System in [Idaho Code 33-1218](#).
4. When an employee has exhausted all sick leave days available, personal leave days will be charged. If personal leave has been exhausted, see Leave without Pay.

BEREAVEMENT LEAVE:

Employees shall be granted up to five (5) days Bereavement Leave annually for a death in the employee’s family. If a subsequent death occurs during the same academic year, the employee is entitled up to five (5) additional Bereavement Leave days less the number of currently unused Personal Leave days. There shall be no loss in pay during such Leave. Bereavement Leave is non-cumulative and may be used for the employee’s family as defined in Sick Leave above. In the event an employee has exhausted all his/her Bereavement Leave, see Sick Leave.

PERSONAL LEAVE WITH PAY:

1. Personnel shall be granted personal leave at full pay to be taken at the convenience of the District. A principal/supervisor may deny or limit approval of personal leave on any given day based on the needs of the school.
2. Each employee will earn three (3) personal days per school year. Personal leave days are accrued at the rate of one for every one-third of the employee's year. If the employee is hired for less than the full year, the number of personal days will be prorated. These days may be taken as full or half days or any combination thereof. A personal leave day is defined as the number of hours the employee works each day. If, at the time of termination, an employee has used personal leave in excess of that which was earned, it shall be deducted from his/her final paycheck.
3. Employees can carry over up to two (2) unused Personal days which will be automatically rolled over into the following school year. These accumulated unused Personal days may not exceed five (5) days in any one school year. Employees have the option to convert unused days into Sick Leave days if they have used Sick Leave during the school year. An employee may choose to be paid for any unrolled remaining days, up to two (2). Employees must notify Human Resources by the last day of the school year to request conversion and/or compensation for any unrolled remaining days, up to two (2). Compensation will be at the Certified Guest rate.
 - a. Retiring Employees - Employees who have notified Human Resources of their intent to retire from the District at the end of the school year are not subject to the rollover provision. Employees have the option to convert unused days into Sick Leave days if they have used Sick Leave during the school year. Employees can also choose to be paid for any remaining days, up to two (2). Employees must notify Human Resources by the last day of the school year to request conversion and/or compensation for any remaining days, up to two (2). Compensation will be at the Certified Guest rate.
4. Personal leave days within the first and last two (2) weeks of school:
Personal leave days are discouraged from use during the first two (2) weeks and the last two (2) weeks of school. Such leaves shall be for substantial and reasonable cause. Anyone wishing to use personal leave during this time must submit a written request to the building principal with as much advance notice, as possible, for consideration. The request must specifically state why the employee wishes to use his/her personal leave days. Requests denied may be considered for leave without pay.

MATERNITY LEAVE:

Maternity Leave is an unpaid leave for the purpose of a postpartum rest period commencing on the day a baby is born. Maternity Leave is for a period of up to thirty (30) consecutive calendar workdays. Written notification should be submitted to the Human Resources department no less than thirty (30) days prior to expected leave.

The notification deadline may be waived under extenuating circumstances, and at the discretion of Human Resources Director, the leave may be extended. The certified employee shall be entitled to return to the same location and position as held before the leave.

LEAVE WITHOUT PAY:

1. In the event an employee has an extreme emergency and all of his/her personal leave has been used and no other leave applies, he/she may request leave without pay.
2. All requests for leave without pay must be for substantial and reasonable cause and not for personal leave or vacation time.
3. The employee shall be responsible to contact his/her immediate principal/director for approval.
4. The principal/director shall not be obligated to approve leave without pay requests.
5. Failure to comply with denial of a leave without pay request may lead to disciplinary action, up to and including dismissal.

JURY DUTY AND SUBPOENA FOR COURT APPEARANCE:

1. Leaves of absence may be authorized for personnel called for jury duty or under subpoena as a disinterested witness.
2. There will be no deduction in pay for absence as described above.

LEAVE TO BECOME CANDIDATE FOR PUBLIC OFFICE:

1. A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Regularly appointed teachers who have completed at least four (4) continuous years of service will be granted leaves of absence without pay in order to run for, or serve in public office.
2. An extended leave of absence to become a candidate for public office is a leave of absence for political activity and political service. All leaves for political activity are granted with the provision that the employee shall make it clear that all statements and actions are those of the individual.
3. A request for leave to become a candidate for public office must be submitted in writing to the Superintendent of Schools with a copy to the principal or immediate supervisor, at least thirty (30) days prior to the effective date of the leave. Such request must include the length of time for which the leave is desired.
4. An employee who is appointed to or elected to a full-time political or public office for a period of more than two (2) years is not eligible for a leave to become a candidate for public office.
5. An employee who is on an extended leave of absence to serve in public office shall submit a written request to the Superintendent to return to active service. Such request must be on file in the personnel office on or before the first day of February of the prior school year indicating the employee's intent to return. The employee will return to active service in the position served prior to the leave, if it is available. If the same position is not available, the employee will be assigned to a position for which he/she is qualified. Such assignment will commence at the beginning of the school year following receipt of the request to return to active service.
6. In no manner will this type of leave be considered as personal leave or professional leave.

PROFESSIONAL RELEASE TIME:

1. Paid Professional Release Time may be authorized by the supervisor or building principal or designee for at least two (2) days to certified professional employees for the purpose of attending educational conferences or other purposes related to the employee's assignments during the school year (use it or lose it). If asked to participate in an educational opportunity by the District, employees cannot be required to contribute their personal professional development funds to a committee, building, or District activity. Certified staff are encouraged to participate in professional learning. The release time may be granted at the discretion of the supervisor and/or building principal without precedent for reasons, which include:
 - a. Development of curricula
 - b. Professional visits to other schools
 - c. State Professional Development Committee
 - d. State and Regional Curriculum Conference
 - e. Professional Development
2. Any wages received by the certified professional employee during his/her paid release time from the District in excess of \$25.00 per day must be submitted to the Treasurer. If the wage exceeds a certified professional employee's daily rate of pay, the employee may accept that wage and request a day without pay.

In addition to the above stated leaves, certified professional employees covered by this Agreement may request an unpaid leave of absence defined as follows:

UNPAID LEAVES OF ABSENCE

The following terms and conditions shall apply to sabbatical and child-rearing leaves referred to within this Agreement.

1. Unpaid leave means that a certified professional employee shall not be entitled to receive wages, benefits, or other compensation during said leave, except those required by law, e.g. the Family Medical Leave Act
2. An unpaid leave of absence may not exceed a period of one (1) year and shall be without increment. Under extenuating circumstances and at the discretion of the Board, the leave may be extended.
3. Applications for full-year leaves of absence must be submitted in writing to the Board prior to April 1.
4. Any certified professional employee on an unpaid leave shall have the option of continuing his/her benefits upon the assumption of the monthly cost of the premiums as allowed by the insurance carrier.
5. Any certified professional employee returning from a leave must notify the Board in writing on or before March 1 of his/her intent to return.
6. A Category I contract will be issued to certified professional employees filling positions of certified professional employees on leave.
7. Any certified professional employee returning from an approved leave should be placed in his/her former position or comparable assignment and continue being paid based on their former salary schedule. The District will reassign a staff member only after significant consideration of the current assignment and location of the employee. Any reassignment shall be made with the approval of the Superintendent based upon the needs of the District.

SABBATICAL LEAVE OF ABSENCE:

Certified professional employees who have completed four (4) consecutive contract years may apply for a one-year unpaid leave of absence.

The Board shall authorize unpaid leaves of absence when it deems such leaves of absence to be reasonable and for good cause. Unpaid leaves of absence shall be granted for the purpose of allowing those certified professional employees to continue professional education and advancement through employment, research, travel, rest, formal education, or other reasons acceptable to the Board.

An employee who has received a full-year leave of absence shall not be eligible for a Sabbatical leave until s/he has worked for the District for an additional seven (7) years.

CHILD-REARING LEAVE OF ABSENCE:

Child-rearing leave is an unpaid leave of absence, which may be granted to a certified professional employee for the primary purpose of caring for or rearing an employee's child, whether the child was born to the employee, legally adopted by, or a legal dependent of the employee.

Certified employees who are in their fourth (4) consecutive contract year may apply for a Child-rearing leave of absence for a period not to exceed either,

1. The remainder of the current school year, or;
2. An entire school calendar year.

A certified employee who has received a full-year leave of absence shall not be eligible for a Child-rearing leave until s/he has worked for the District for an additional four (4) years.

ARTICLE IX - ASSOCIATION RIGHTS

- A. The Association and its representatives shall have the right, and accept responsibility, to use school buildings, facilities, and equipment at all reasonable hours for meetings. All meetings must be scheduled and held under the existing Policy of School District No. 61. While engaged in professional Association activities, there will be no rental fee assessment. For other functions, such as fund-raising activities, the Association may be charged according to the rental fee schedule.

- B. The Association and its representatives shall have the right to reasonable use of District communication technology such as: local fax, e-mail, intra-district mail, copy machines, phones, etc., for Association business. Any long distance charges, etc., shall be reimbursed; all netiquette and network policies shall be adhered to.
- C. Representatives of the Association shall be permitted to transact Association business on school property at all reasonable times, provided that this shall not disrupt normal school operations. Association business shall not be conducted in the presence of students. Visitors must follow proper procedures for entering into any building during school hours by checking in at the school office.
- D. The Association shall have the right to post notices of professional activities and matters of Association concern in each school faculty room. The Association shall be responsible for the content of all Association information posted.
- E. The Board shall make available for inspection to the Association upon its request, any and all public information relevant to Association business or necessary for the proper enforcement of the terms of this Agreement.
- F. A copy of all unofficial Board minutes subject to Board amendment and approval shall be sent to the Association President.
- G. The Association shall be given sufficient time, not to exceed thirty (30) minutes, at the orientation meeting for new certified professional employees for the purpose of presenting an explanation of Association activities.
- H. The Association shall be granted twenty-five (25) days of non-cumulative release time per school year. Use of these release days shall be at the discretion of the Association Representative Council. An annual report of the days used will be submitted to the Superintendent.
- I. When the Blaine County School District Policy Committee convenes to discuss District Policy - Certified Staff Reduction in Force the Blaine County Education Association will appoint three (3) BCEA members to serve as ad hoc members on the Policy Committee.
- J. When the Blaine County School District Policy Committee convenes to discuss District Policy - [Class Size](#), the Blaine County Education Association will appoint three (3) BCEA members to serve as ad hoc members on the Policy Committee.
 - One (1) Elementary BCEA Member
 - One (1) Middle School BCEA Member, and
 - One (1) High School BCEA Member

ARTICLE X - EXTRA CURRICULAR / SUPPLEMENTAL SALARIES

The assignment of personnel and the determination of duties for extra-curricular and supplemental activities are the responsibility of the Board, and will be based on the request of the Principal, Superintendent or his/her designee and consistent with Idaho State Law.

If any changes to the structure of the extra-curricular or supplemental contract salary schedule occur beyond recalibration of the percentage of the base pay, the Board will confer with the Association. A committee made up of the following members will convene to develop recommendations for any structural changes:

- One (1) Athletic or Activity Coach from WRHS, WRMS and Carey for a max of three (3)
- One (1) Department Chair from WRHS, WRMS and Carey for a max of three (3)
- Two (2) Association Representatives, if not already filled
- Two (2) Administrators
- One (1) Board Trustee
- One (1) Human Resources Director or designee

The schedule will be updated annually and be available at the District office and on the District's website under the section titled Finances.

Department Chairs will be paid at a flat rate with no cost of living adjustments (COLA)

In accordance with Idaho Law there will be no club stipends.

Middle School Department Chairs shall receive \$1,320.00/year. All other Department Chairs shall receive \$1,920.00/year.

Each Elementary or K-8 school will form a committee to select one or two Lead Teachers with a stipend of \$1,800.00/year per teacher. The final determination will be made by the building administrator.

Carey School will have Elementary and Secondary Department Chairs.

These contracts do not constitute a property right and are considered at-will additional assignments.

ARTICLE XI - SALARIES

2020-2021 CERTIFIED SALARY SCHEDULE

	BA + 0	BA + 9	BA + 18	BA + 27	BA + 36	MA + 0 BA + 45	MA + 9
1	\$ 45,667	\$ 47,950	\$ 50,234	\$ 52,517	\$ 54,800	\$ 57,084	\$ 59,367
2	\$ 47,037	\$ 49,389	\$ 51,741	\$ 54,092	\$ 56,444	\$ 58,796	\$ 61,148
3	\$ 48,448	\$ 50,870	\$ 53,293	\$ 55,715	\$ 58,138	\$ 60,560	\$ 62,982
4	\$ 49,901	\$ 52,397	\$ 54,892	\$ 57,387	\$ 59,882	\$ 62,377	\$ 64,872
5	\$ 51,398	\$ 53,968	\$ 56,538	\$ 59,108	\$ 61,678	\$ 64,248	\$ 66,818
6		\$ 55,587	\$ 58,234	\$ 60,882	\$ 63,529	\$ 66,176	\$ 68,823
7		\$ 57,255	\$ 59,982	\$ 62,708	\$ 65,434	\$ 68,161	\$ 70,887
8			\$ 61,781	\$ 64,589	\$ 67,397	\$ 70,206	\$ 73,014
9				\$ 66,527	\$ 69,419	\$ 72,312	\$ 75,204
10				\$ 68,523	\$ 71,502	\$ 74,481	\$ 77,460
11				\$ 70,578	\$ 73,647	\$ 76,716	\$ 79,784
12					\$ 75,856	\$ 79,017	\$ 82,178
13					\$ 78,132	\$ 81,388	\$ 84,643
14					\$ 80,476	\$ 83,829	\$ 87,182
15						\$ 84,668	\$ 88,054
16						\$ 85,514	\$ 88,935
17						\$ 86,369	\$ 89,824
18						\$ 87,233	\$ 90,722

- A. The above salary schedule has been adopted for the 2020-2021 school year. Lines drawn on salary schedule indicate the amount of experience which can be transferred into the District and the said lines will be subject to the 2021-22 Master Agreement negotiations. Lines 1-14 are 3% step increases. Lines 15-18 are 1% longevity increases. For the 2020-21 school year, employees will remain at their 2019-2020 step, but may advance in lanes.
- B. Initial placement of certified professional employees will be at BA + 0, on the salary schedule until employment verification(s) are received and verified showing 120 or more days during one (1) school year of full-time experience or two (2) years (120 days each year) of half-time experience in schools accredited by any of the acknowledged public school accreditation associations, a public school recognized by a State, or held a valid teaching certificate while teaching will be interpreted as one (1) year of certified teaching experience. Original transcripts verifying education and letters verifying experience must be on file in the District Office on or before the last Friday in September for individuals hired before the first day of school, and within 30 business days if hired after the first day of school of the current contract year in order to be considered for placement. While initial placement on the Certified Salary Schedule is based on years of experience, after the initial placement, movement

on the salary schedule therefore has no basis in experience, and the steps are strictly placement and not a basis in years of experience.

- C. Advancement: 120 or more days during one (1) year of full-time experience or two (2) years (120 days each year) of half-time experience in the District shall be used for the purpose of advancement on the salary schedule

Credits completed after the highest documented and confirmed degree will be recognized for advancement on the salary schedule if they meet all of the following criteria:

1. All upper division and/or graduate level semester credit hours (as defined by the university, 300+ courses) submitted on an official transcript from an accredited college or university.
2. All credits earned must be in a relevant pedagogy or content area as determined by the State Department of Education per [Idaho Code 33-1004B\(6\)](#).
3. Original transcripts must be on file in the District Office on or before the last Friday in September of the current contract year for advancement.

Paragraph B in this Article will not be retroactive.

Hourly pay for certified professional employees: In the event a certified professional employee is requested or required by the Principal to use their prep period to substitute in a classroom when a substitute cannot be found, they will be paid at the current hourly extra pay rate of thirty (\$30) dollars per hour.

In the event a certified classroom elementary employee (classroom teacher, co-teacher, specials teacher) is requested or required by the principal to temporarily increase their class size above the District policy for the recommended maximum student class size limit when a substitute cannot be found, they will be paid the certified short-term substitute teacher rate in addition to their regular salary for the day the teacher works in these conditions. Pay rate will be the full short-term substitute rate for a full day of having the additional students in their classroom, or a half day rate for a half day of these conditions.

CAREER LADDER/SALARY MATRIX/PERFORMANCE MEASURES:

A district committee will convene to discuss “Career Ladder Legislation”, Idaho Code Title 33. This committee will be tasked with reviewing existing legislation, the district salary matrix for certified staff, and performance measures relating to the salary matrix. The committee made up of the following members

Three (3) BCEA members (Elementary, Middle, High School)
Five (5) members of the Superintendent’s Cabinet
Two (2) Principals (Elementary and Secondary)
BCEA President or designee

PERSI CONTRIBUTION:

The District, pursuant to the provisions of [Section 414 \(h\) \(2\) of the Internal Revenue Code](#) of 1954, as amended, shall pay 6.66% of the certified professional employee’s contributions which would be payable by the certified professional employee as members of the Public Employee Retirement System under [Idaho Code 59-1302](#). Said payments shall be reported as employee contributions to the PERSI and shall be considered to belong to the certified professional employee in case of retirement or separation from the District.

COMMITTEE WORK COMPENSATION:

DEFINITIONS

A “*District Level Committee*” is any committee or special event that district administration organizes and facilitates.

A “*Building Level Committee*” is a committee or team established and pre-approved by the building administration that meets on a regular basis, outside of the normal contracted workday, on a schedule approved by the building administrator. Furthermore, the members have a long-term commitment to be part of the committee or team.

PROCESS

A district or building administrator may require a certified employee to serve up to nine (9) hours of district or school building committee meetings outside of the contractual workday per contract year. If the certified employee exceeds sixteen (16) hours per contract year, he/she will be compensated at the current hourly extra pay rate of thirty (\$30) dollars per hour. The tracking and logging of individual teacher's time will be the responsibility of the committee chairperson. School administrators will supply a list of committees to the Superintendent at the beginning of each school year.

The above referenced committees do not include professional development time, ongoing social committees, department/team meetings, credit-bearing classes, regularly scheduled faculty meetings (up to two per month with the exception for emergency situations), 504, IEP and Milepost meetings.

PROFESSIONAL DEVELOPMENT – INDIVIDUAL ACCOUNT:

1. The Board shall provide each certified professional employee a Professional Development Account in the cumulative amount of \$500 per year (not to exceed \$1,500) to be used for pre-approved professional development expenses. The \$500 will not be distributed for the 2020-21 school year. The funds remaining in an employee's account on June 30, 2020 will carry over to the 2020-21 school year.
2. Such expenses shall be limited to workshop registrations, college or university credits (required textbooks/supplies for such classes will also be reimbursed), subscriptions to professional journals and memberships, certification fees, mileage reimbursement, meals, and lodging. The Professional Development Account may not be used to purchase classroom/student supplies or Association dues.
3. Professional Development activities should be related to District goals and objectives and/or the certified professional employee's professional activities. These activities must have a direct benefit to the District as well as the employee, and be approved by the building principal and Superintendent or Designee. For any professional development request above and beyond the current balance of the individual professional development account and paid for by the District, the employee must be willing to share what they learned with other related staff members in a professional setting.
4. Reimbursements and/or payments made by the District shall be made when such certified professional employee verifies expenses. All claims for reimbursement must be submitted to the District Office prior to June 30. Reimbursements must be submitted for the fiscal year in which they occurred. The Treasurer shall make reimbursement for claims within thirty (30) working days of receipt.

WORKDAY:

To accommodate the need for flexibility of school start times, duty schedules and parent schedules, the BCSD and BCEA agree the average workday includes 30 minutes before and at least 30 minutes after the instructional workday (including preparation periods). The workday may be adjusted, if needed, provided it doesn't impact the work of the staff/team as a whole and with principal approval. Any change to the length of the instructional day over required minutes per [Idaho Code 33-512](#) needs to be agreed upon by the BCEA and BCSD. Certified professional employees are expected to be in their classroom areas at all times, except during lunch or as school business requires.

Beginning in the 2015-2016 school year, Elementary Certified Professional Employees will have an additional 2.5 hours per week for planning and preparation time.

Certified professional employees should be available for such conferences, meetings, individual student help, or other assignments as may be reasonably scheduled. Certified professional employees may be required to attend additional professional activities, which involve the entire building staff in excess of the regular instructional workday. The District will make every effort to keep these activities to a reasonable minimum.

During the regular instructional workday, each certified professional employee will be guaranteed a thirty (30) consecutive minute duty free lunch period. In case of an emergency, principals or their designees may require the certified professional employee to interrupt his/her lunch period.

Recognizing the value of planning time, the District will make every effort to schedule regular and adequate planning time for each certified professional employee.

WORK YEAR:

The contract shall be 185 days consisting of 185 days designated as workdays, and five (5) days designated as non-paid holidays (Labor Day, Thanksgiving, Christmas Day, New Year's Day and Memorial Day). Newly hired certified employees without a supplemental days contract shall receive up to five (5) additional days, designated as welcoming, training/orientation, and classroom preparation before the start of their contract. These days will be compensated at the certified guest rate. Mid-year hires, those after February, will have the option to attend orientation the following year.

DEFINITIONS

Data Day: A district-wide day for in-building data analysis and planning with access to all concerned certified support staff for input.

Collaboration/Professional Development Day: A full or half day to be used for in-building or district-wide meetings or professional growth opportunities.

Teacher Work Day: Full or half day of uninterrupted in-classroom days used for room and course setup and cleanup.

PROCESS

The Building Leadership Team in conjunction with the Principal and the District will develop a building professional development plan to provide at least two (2) half-days, designated as uninterrupted in-classroom days, and will make a reasonable effort to develop a building professional development plan to provide an additional half-day of in-classroom time, during the first week of the teacher work calendar.

ARTICLE XII-DURATION OF NEGOTIATED CONTRACT

The provisions of this Agreement (Negotiated Contract) shall be in effect July 1, 2020 through June 30, 2021 with the exceptions of: Preamble, Article I, and Article II, which will be in effect July 1, 2020 through June 30, 2022.

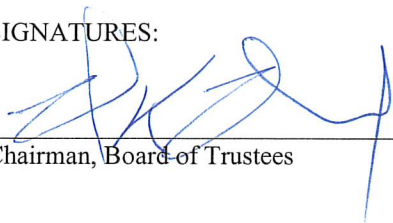
The Association must qualify itself as the negotiating partner according to [Idaho Code 33-1271](#), and notify the Board of its intent to negotiate no later than May 10th.

During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through voluntary mutual consent of the parties in written and signed amendment to this Agreement. Items mandated by Federal and State Code will supersede contract language.

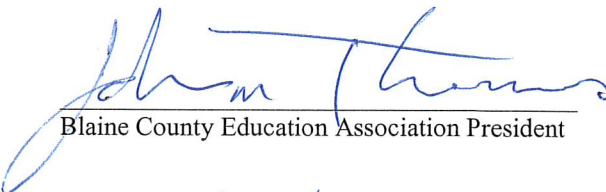
Any individual contract between the Board and an individual certified professional employee in the bargaining unit heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement.

If an individual contract contains language or terms inconsistent with this Agreement, then this Agreement shall be controlling.

SIGNATURES:



Chairman, Board of Trustees



Blaine County Education Association President

5-29-2020

Date Signed

5/27/20

Date Signed

**MEMORANDUM OF UNDERSTANDING
BETWEEN
BLAINE COUNTY SCHOOL DISTRICT NO. 61 BOARD OF TRUSTEES
AND
THE BLAINE COUNTY EDUCATION ASSOCIATION**

SUBJECT: A Memorandum of Understanding (“MOU”) between the Blaine County Education Association and the Blaine County School District No. 61 Board of Trustees about creating and maintaining a safe working environment.

1. Purpose: The District strives to provide a safe and non-threatening environment for everyone. It shall provide a work and learning environment that inhibits verbal or physical intimidation, harassment, or disruption of the educational process by students, parents, fellow employees and persons not employed by School District #61 on school premises or at any school-sponsored activity.

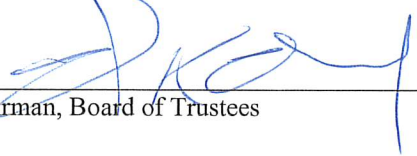
All staff shall be empowered collectively and collaboratively to develop, teach, enforce, and report via standard documentation any conduct violations with students, staff, parents and other visitors to the school or at school events.

Each school shall record such conduct violations and require appropriate action be taken per the procedures developed by the Building Leadership Team as described below.

2. Reference: Board Policy 423 - Bullying, Intimidation, and Harassment, Policy 540 - Student Conduct Code, and Policy 542.10 – Discipline.
3. Scope: This MOU addresses the agreement between Blaine County Education Association and Blaine County School District No. 61 Board of Trustees about creating and maintaining a safe working environment.
4. The Blaine County Education Association and the Blaine County School District No. 61 Board of Trustees agree as follows:
 - a. Each school’s Building Leadership Team will serve as, or form a subcommittee to function as, a School Culture and Safety Committee (“Committee”) composed of five (5) to nine (9) staff members and co-chaired by the building administrator and the building’s Positive Behavior Interventions and Supports (PBIS) Committee Chair (or designees).
 - b. The Committee will meet at least quarterly to discuss school culture and safety. Discussions shall be open and transparent.
 - c. The Committee will engage all building staff in owning and contributing to the safety and school culture of the building.
 - d. The Committee will develop and/or review school conduct guidelines, and disciplinary and harassment procedures, incident tracking methods, and staff communication in compliance with Family Educational Rights and Privacy Act (“FERPA”) to track incidents at the beginning of each academic year. Such procedures will be submitted on or before September 30 to the Superintendent to present to the Board. These guidelines and procedures should be clearly delineated in the student and/or parent handbook.
 - e. In order to determine if disciplinary actions are being sufficiently recorded and addressed, the Committee may, among other things, review discipline records, review discipline referrals submitted by staff and any responses to them, and problem-solve better ways for the building to address the issues.
 - f. If deemed necessary, the Committee may investigate how incidents were handled. The investigation may include, among other things, whether action was taken and whether the proper procedures were followed to teach and reinforce the expectations for behavior that were developed by the Committee. Alternatively, the Committee may ask Human Resources or another administrator from a different building to investigate.

- g. The MOU will be reviewed and possibly revised during the BCEA negotiations for 2021-22 to consider whether the language shall be added to the Master Agreement.

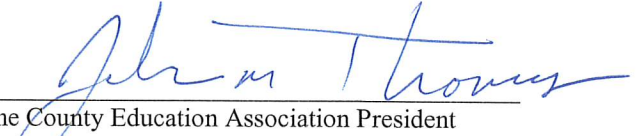
SIGNATURES:



Chairman, Board of Trustees

5-29-2020

Date Signed



Blaine County Education Association President

5/27/20

Date Signed