

CONTRACT AGREEMENT

between the

**BOARD OF TRUSTEES
NEZPERCE JOINT SCHOOL DISTRICT NO. 302**

and the

NEZPERCE TEACHERS ASSOCIATION

an affiliate of the

IDAHO EDUCATION ASSOCIATION

and the

NATIONAL EDUCATION ASSOCIATION

2020 - 2021

SIGNATURE COPY

TABLE OF CONTENTS

DEFINITIONS 1

ARTICLE I - POWERS OF THE BOARD

1.1 Powers of the Board 1

ARTICLE II – GRIEVANCE PROCEDURE

2.1 Definitions 2
2.2 Rights to Representation 2
2.3 Procedure 2
2.4 Right to Representation by Grievant 4
2.5 Grievance Investigation 4
2.6 Non-Reprisal Clause 4
2.7 Grievance Files 4
2.8 Withdrawal of Grievances 4

ARTICLE III - LEAVES

3.1 Sick Leave 5
3.2 Sick Leave Bank 5
3.3 Personal Leave 7
3.4 Civic Duty Leave 7
3.5 Leaves of Absence 7
3.6 Professional Leave 8
3.7 Bereavement Leave 8

ARTICLE IV - TEACHING CONDITIONS

4.1 Complaints 9
4.2 Discipline/Discharge 9
4.3 Personnel Files 10
4.4 Evaluation 10
4.5 Curriculum 10
4.6 Policy Manual 10
4.7 Administrative Selection 10

ARTICLE V - INSURANCE

5.1	Insurance	11
5.2	Section 125 Plan	11

ARTICLE VI - PROFESSIONAL COMPENSATION

6.1	Salary Schedule.....	12
6.2	Credits.....	12
6.3	Activity Salary Schedule.....	12
6.4	Master’s Degree Bonus.....	12

ARTICLE VII - EFFECT OF AGREEMENT

7.1	Duration	13
7.2	Changes in Agreement.....	13
7.3	Savings Clause.....	13
7.4	Agreement.....	14

APPENDICES

Appendix A	- 2020-2021 Salary Schedule	15
Appendix B	- 2020-2021 Activity Salary Schedule	16
Appendix C	- 2020-2021 Insurance.....	17

DEFINITIONS:

Employee: In this document the term employee refers to certified teachers. The term employee and teacher are interchangeable.

Board: The Board of Trustees of Nezperce Joint School District No. 302, Lewis, Clearwater and Idaho Counties, Idaho.

Association: The Nezperce Teachers Association.

ARTICLE I

POWERS OF THE BOARD

- 1.1 The Board has and shall retain all powers, rights, authority, and responsibility conferred upon and vested in it by law. The management of the District and the direction of its employee is vested exclusively in the Board. All matters not specifically and expressly covered or treated by the language of this Agreement may be administered by the Board in accordance with such policy or procedure as the Board may determine. Management rights will not be deemed to exclude other management rights not herein specifically enumerated.

ARTICLE II

GRIEVANCE PROCEDURE

2.1 Definitions

1. Any claim by a teacher or a group of teachers that there has been a violation, misinterpretation, or a misapplication of the terms of this Agreement, a violation of his rights to fair treatment, or violation, misinterpretation, or misapplication of any established policy or practice of the Board shall be a grievance.
2. All time limits shall consist of school days, except that when a grievance is submitted less than ten (10) days before the close of the current school term, time limits shall consist of all weekdays in order that the matter may be resolved before the close of the school term or as soon thereafter as possible. School days for the purposes of this grievance procedure shall mean teacher employment days.

2.2 Rights to Representation

Upon a request from the teacher, his representative shall have the opportunity to be present at any meeting, hearing, appeal, or other proceeding relating to a grievance which has been formally presented. Nothing contained herein shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with the supervisor and having the grievance adjusted without intervention.

2.3 Procedure

The parties acknowledge that it is usually most desirable for an employee and the immediately involved supervisor to resolve problems through free and informal communications. When requested by the teacher, a representative may accompany the teacher to assist in the formal resolution of the grievance. If, however, such informal processes fail to satisfy the teacher, a grievance may be processed as follows:

1. A grievance must be in writing and received by the employee's immediate supervisor within six (6) working days of the occurrence of the incident giving rise to the grievance. The grievance must state the allegation and the remedies sought.
2. The immediate supervisor will respond, in writing, to the employee within six (6) working days of receipt of a grievance.
3. If the employee is not satisfied with the response of the immediate supervisor, or there is no response within six (6) working days, the employee may appeal the grievance to the

- superintendent or designee within five (5) working days of the date the response was, or should have been, received.
4. The superintendent or designee will communicate with the certificated employee within six (6) working days in an effort to resolve the appeal.
 5. Within five (5) working days of communicating with the employee, the superintendent or designee will respond, in writing, to the employee.
 6. If the employee is not satisfied with the response of the superintendent or designee, or no response was received, the employee may request a review of the grievance by a panel within five (5) working days of the date the response was, or should have been, received.
 7. The board will convene a panel consisting of three (3) persons within ten (10) working days of receipt of the appeal. The panel will consist of one (1) individual designated by the board, one (1) individual designated by the employee, and one (1) individual agreed upon by the two (2) appointed panel members.
 8. The panel will meet for an informal proceeding within ten (10) working days from the date it is appointed. Both the certificated employee and the superintendent or designee, or their designated representative, will be given an opportunity to present information and arguments, oral or written, relevant to the grievance filed in the matter. The panel *may* establish time limits for the parties' presentation of information and argument. The rules of civil procedure and evidence do not apply.
 9. The panel will review all relevant facts presented by the parties and will determine whether the employee's grievance constitutes:
 - a. Act(s) of unfair treatment by the district; or
 - b. A violation of district policy.
 10. The panel will submit a written decision, setting forth factual findings and conclusions, within five (5) working days following completion of the review to the employee, superintendent, and board. The decision will also inform the parties of the right to appeal to the board.
 11. The panel's decision will be the final and conclusive resolution of the grievance unless either party appeals the panel's decision to the board of trustees. The written appeal must be received by the clerk five (5) days prior to the next regularly scheduled board meeting. The board will review the panel's decision and decide, by resolution, to affirm or overturn such decision at its next regularly scheduled public meeting.
 12. Both the employee and district will be entitled to a representative of choice, including legal counsel, at each step of the grievance procedure.

13. The time lines of the grievance procedure set forth in this policy may be waived and modified by mutual agreement.
14. Utilization of the grievance procedure will not constitute a waiver of any right of appeal available pursuant to law or regulation.
15. Neither the board nor any employee of the district will take reprisals affecting the employment status of any party in interest.

2.4 Right to Representation by Grievant

The Board acknowledges the right of the grievant's representative to participate in the processing of grievance at any level, and no teacher shall be required to discuss any grievance if his representative is not present.

2.5 Grievance Investigation

The Board and administration shall cooperate with the Association and the aggrieved teacher, and the Association shall cooperate with the Board in the investigation of any grievance.

2.6 Non-Reprisal Clause

No reprisals of any kind shall be taken by the Board or the administration against any employee because of an employee's participation in this grievance procedure.

2.7 Grievance Files

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

2.8 Withdrawal of Grievances

A grievance may be withdrawn at any level without establishing precedent.

ARTICLE III

LEAVES

3.1 Sick Leave

1. At the beginning of each year, each teacher shall be credited with nine (9) days of sick leave allowance. Unused sick leave shall accumulate without limit.
2. Sick leave is to be used for absence caused by personal illness, childbearing or accident which renders the teacher incapable of carrying on his or her duties, or death in the immediate family. Other situations are subject to prior administrative approval. The Board may require proof of illness to prevent malingering and false claims of illness.
3. Teachers shall be allowed to use sick leave when such absence is due to illness of a member of the teacher's immediate and/or dependent family.
4. Teachers employed on other than a full-time basis shall receive a prorated portion of the annual sick leave.
5. Teachers employed for more than the regular school year shall receive additional sick leave on the basis of one (1) day per additional month worked or major portion thereof.
6. Upon request, the District will notify a teacher of the number of sick leave days available for his or her use.

3.2 Sick Leave Bank

1. Each employee of the District covered by this contract may participate in the Sick Leave Bank. To participate, each employee shall contribute a prescribed number of his/her earned sick leave days as determined by the Sick Leave Bank Committee. Sick leave days thus contributed shall be deducted from the individual's annual sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave.

2. Application for use of the Bank shall be submitted to the Sick Leave Bank Committee for their recommendation. The Committee shall review the request and determine the eligibility of the employee. If the Committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.
3. The Committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Association's Executive Board. After complete review of the application, the Committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.
4. In order for an employee to be eligible to apply for sick leave benefits from the Sick Leave Bank, the employee must first: (1) be a contributor to the Bank, and (2) have been absent from work due to illness or accident for all his/her accumulated sick leave days.
5. The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the Bank solvent.
6. The maximum number of days that can be granted in any one fiscal year will be the remaining number of days an employee is scheduled to work under his/her current contract. In no case will the granting of leave cause an employee to receive more than his/her annual salary for that year.
7. The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.
8. Bank grants to individual employees will not be carried over from one fiscal year to another and all such grants will end at the termination of the fiscal year. If an employee does not use all of the days granted by the Bank, the unused sick leave days will be returned to the Bank.
9. The Sick Leave Bank Committee shall consist of two (2) elementary teachers and two (2) secondary teachers. The Committee shall develop and distribute rules and procedures for orderly administration of the Bank consistent 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 employee's records.

3.3 Personal Leave

Personal leave shall be granted at a rate of four (4) days per year for any personal business or unforeseen circumstances. Such leave shall be with full pay. Personal leave days do not cause a reduction in sick leave. Teachers should give twenty-four (24) hours advance notice to the administration for use of a personal day. Leave taken to extend a holiday or vacation must have administrative approval. Personal leave shall be granted in one-half (1/2) or one (1) day increments only. Unused personal leave shall accumulate up to ten (10) days. Any unused personal leave days beyond the seven (7) days accumulated will be paid at a flat rate of \$90.00 per day to the employee in their June paycheck.

3.4 Civic Duty Leave

Upon written request, temporary leave at full salary shall be provided each teacher for jury duty. Compensation shall be deducted from the teacher's salary.

3.5 Leaves of Absence

Renewable contract teachers desiring an unpaid leave of absence must make formal written application prior to May 1 of the school year immediately preceding the school year in which the leave is requested through the administration to the Board. Exception of due date may be allowed for recuperation for unexpected illness/accident or as the need may arise. The Board shall review the request and, if granted, shall allow the following:

1. No loss of accumulated benefits of sick leave and contractual status while on leave.
2. Allow those on leave to participate in group insurance while on leave with the teacher paying the premiums.
3. Upon return, the teacher shall be assigned to a teaching position in the district if such a position is available for which the teacher is certified. The teacher will have priority for any such position for a period of three (3) years with benefits as prescribed in number one above.
4. Leaves can be extended beyond one year upon approval of the Board.

3.6 Professional Leave

Upon approval of the Superintendent, teachers may be granted leave without loss of pay and a substitute provided for the following purposes: attendance at professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intraschool visitation, or other activities deemed appropriate by the District. Requests for such leave shall be made to the Superintendent at least five (5) working days in advance of the date of the leave. The teacher may be reimbursed for transportation and other reasonable and necessary expenses upon proper claim and verification.

It is intended that professional leave be limited to two (2) days, other than attendance at such meetings as might be assigned by the District.

3.7 Bereavement Leave

Professional employees shall be granted up to three (3) days bereavement leave per occurrence of death in the immediate family (parent, sibling, child (including steps or halves of the same relationship), spouse, in-laws (parents and siblings), aunts, uncles, nieces, nephews) and grandparents). Such leave will not be deducted from sick leave.

Additional day(s) for death in the immediate family may be granted with the leave being deducted from sick leave.

One (1) day bereavement leave per occurrence, deducted from sick leave, may be granted by the administration for the death of a close friend.

3.8 Quarantine Leave

_____ If staff is required by the Nezperce School District, the public health district, or by order of the Governor of the State of Idaho to quarantine or remain home AND the staff member can continue to perform adjusted daily duties digitally from home then they will not be required to take sick leave or any other type of leave even if their absence necessitates the use of a substitute. The days that meet the above criteria will count as regular contract days and the substitute, if required, will be paid for by the district.

ARTICLE IV

TEACHING CONDITIONS

4.1 Complaints

Whenever a parent, student, or any other person complains about a teacher to an administrator or Board member, the following procedure will be followed:

1. The person making the complaint will be directed to discuss the complaint with the teacher.
2. Whenever possible, and/or feasible, and when appropriate, the administrator shall arrange a meeting between the complaining part and the teacher to discuss the complaint.
3. If the parent or the teacher is not satisfied with the results of the conference, the following sequence or conferences shall be used to seek resolution of the problem:
 - a. Parent-teacher-principal or head teacher

Any adult complainant will be requested to submit his or her complaint in writing if it goes beyond this conference.

 - b. Parent-teacher-Superintendent
 - c. Parent-teacher-Board
4. Nothing in this Article shall be construed so as to prevent an administrator or the District from verifying information reported through a complaint or to prevent them from reporting suspected criminal activity to the proper authorities.

4.2 Discipline/Discharge

No teacher shall be disciplined or reprimanded without being given the reasons therefore by the person performing such act. Any teacher so disciplined or reprimanded may reply by way of oral statement or by the way of written statement and may request, at employee's option, that any written response be placed in said employee's personnel file. No teacher shall be reduced in compensation, non-renewed, or dismissed or terminated otherwise than in accordance with requirements prescribed by statues of the State of Idaho. No employee shall be disciplined, reprimanded, reduced in rank or compensation, non-renewed, dismissed, terminated or deprived of any professional advantage in disregard of the requirements prescribed by the statues of the State of Idaho.

4.3 Personnel Files

1. Each personnel file shall contain any and all material relevant to the evaluation of the employee. The employee shall be provided timely notice of all materials placed in the personnel file and shall be afforded the opportunity to attach a rebuttal to any such materials.
2. Personnel files are declared to be confidential and excepted from public access under any provision of the Idaho Code, including, but not limited to, Section 9-301 and 59-1009, Idaho Code, provided that each employee or designated representative shall be given access to his own personnel file upon request and shall be provided copies of materials contained therein, with the exception of recommendation letters, in a timely manner upon request.
3. No records of any kind will be kept on employees in any place other than in designated personnel files in the Personnel Office.
4. Any material regarding an employee which may have an effect on his/her evaluation or his/her continued employment that is made to the administration by any parent, student other person shall be in writing and shall be called to the employee's attention within ten (10) days. Said employee shall have the right to answer any such materials and attach said response to the original complaint.
5. Material not found in an employee's file will not be used in any disciplinary or dismissal action against that employee.

4.4 Evaluation

Teachers will be made aware of the District evaluation system. The system should be developed with input from the teachers.

4.5 Curriculum

District curriculum should reflect the input of teachers and parents, and be in accordance with state guidelines.

4.6 Policy Manual

Copies of the District Policy Manual will be available to the teachers.

4.7 Administrative Selection

One (1) teacher representative from each school, elected by the Association membership, shall be placed on any committee formed to select administrative personnel.

4.8 Professional Development and Calendar Committee

One (1) teacher representative from each school, elected by the Association membership, shall be placed annually on a committee to develop a recommendation for the school calendar for the next year and to help develop the content and the activities that are completed during the available professional development days.

ARTICLE V

INSURANCE

5.1 Insurance

1. Medical insurance coverage, Blue Cross, Option 1 (see Appendix C), shall be provided. The District shall pay the full premiums for employee and 60% of premiums for dependents of employee. The District shall pay the full premiums for employee only for dental and vision insurance.
2. Part-time employees hired after June 1, 2003, will be pro-rated based on the FTE of employment. Part-time employees below .5 FTE are not eligible for the fringe benefit pool.

5.2 Section 125 Plan

1. A fringe benefit pool for all bargaining unit members of Nezperce Joint School District No. 302 shall be established in accordance with Section 125 (Cafeteria Plans) of the Internal Revenue Code. Plan documents describing these plans, upon approval of both Parties, shall be attached to and incorporated into this current Contract Agreement by reference.
2. The District shall provide insurance coverage as described in Section 3.1 above.
3. Each employee may request that his/her fringe pool contribution be made by voluntary salary reduction of his/her gross salary by an amount determined by the options chosen.
4. Each employee shall allocate the sum contributed to his/her credit among the various fringe benefits offered in the pool.
5. Should the employee choose benefits whose premiums exceed the District's contribution; the employee shall authorize voluntary salary reduction to pay the excess amounts.
6. Coverage in the fringe benefit pool shall begin on the effective date of this contract and be continuous 12-month coverage.

ARTICLE VI

PROFESSIONAL COMPENSATION

6.1 Salary Schedule

1. The basic salaries of employees covered by this Agreement are set forth in Appendix A which is attached to and incorporated in this Agreement. No employee will move any columns to the left due to a change in education increments.

6.2 Credits

Up to the equivalent of summer school registration at the University of Idaho will be paid by the District up to nine (9) credits benefiting Nezperce Joint School District No. 302 and if returning to Nezperce Joint School District. This benefit is to be used only for the payment of registration and/or special fees, and will be reimbursed upon receipt of grades and proof of payment. All credits to be taken for education advancement on the salary schedule and/or reimbursement by the District must have the prior approval of the Superintendent.

Master program credits will be paid by the District at the University of Idaho graduate level cost up to twelve (12) credits.

6.3 Activity Salary Schedule

The activity salary schedule is set forth in Appendix B, to be incorporated into the Master Contract.

6.4 Master Degree Bonus

Teachers will receive a one-time payment of \$1,000 bonus for any teacher earning a Master's Degree or National Board Certification. Teachers obtaining National Board Certification prior to this agreement will receive a one-time retroactive bonus of \$1,000.

ARTICLE VII

EFFECT OF AGREEMENT

7.1 Duration

The provisions of this Agreement will be effective as of July 1, 2020 and will continue and remain in full force and effect until June 30, 2021.

7.2 Changes in Agreement

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

7.3 Savings Clause

Provisions in this Agreement are presumed to be legal and valid. If any specific provision of this Agreement shall be ruled invalid by a court of law or governmental agency, the Board and Association shall, within fifteen (15) days, mutually agree upon a date to enter into negotiations over a successor clause for the invalidated provision. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force.


7.4 Agreement

This Agreement is signed this 8th day of June, 2020, and shall be binding upon the parties.


IN WITNESS THEROF:

FOR THE ASSOCIATION:

FOR THE BOARD:



President



Chairperson



Secretary Treas.



Clerk

Appendix A
Nezperce Joint School District No. 302
2020-2021 Salary Schedule

Step	Years	BA	BA+12	BA+24	MA	MA+12	MA+24	MA+36
					BA+36	BA+48	BA+60	ES/DR
0	1	30,571	31,717	32,907	34,141	35,421	36,749	38,127
1	2	31,717	32,907	34,141	35,421	36,749	38,127	39,557
2	3	32,907	34,141	35,421	36,749	38,127	39,557	41,041
3	4	34,141	35,421	36,749	38,127	39,557	41,041	42,580
4	5	35,421	36,749	38,127	39,557	41,041	42,580	44,176
5	6	36,749	38,127	39,557	41,041	42,580	44,176	45,833
6	7	38,127	39,557	41,041	42,580	44,176	45,833	47,552
7	8	39,557	41,041	42,580	44,176	45,833	47,552	49,335
8	9	41,041	42,580	44,176	45,833	47,552	49,335	51,185
9	10	42,580	44,176	45,833	47,552	49,335	51,185	53,104
10	11		45,833	47,552	49,335	51,185	53,104	55,096
11	12					53,104	55,096	57,162
12	13						57,162	59,306
13	14							61,530

Credits acquired for advancement on the salary schedule can only be counted if they are acquired after certification, unless previous to December 10, 1997, those credits have been acknowledged by the Board, or unless negotiated by the Board.

Steps are 3.75% horizontal and vertical except for base.

Certified Contract Length – 188 days

Cells shaded with gray will be paid at \$38,500 per Idaho Code 33-1004E.

Staff holding a professional endorsement will be paid \$42,500 per Idaho Code 33-1001(17).

APPENDIX B
NEZPERCE JOINT SCHOOL DISTRICT NO. 302
2020-2021 ACTIVITY SALARY SCHEDULE

<u>ACTIVITY</u>	<u>***PERCENTAGE ON BASE</u>	<u>AMOUNT</u>
*Athletic Director	19.00 %	\$ 5,808
*Boys Varsity Basketball	13.00 %	\$ 3,974
*Girls Varsity Basketball	13.00 %	\$ 3,974
*Head Football	12.00 %	\$ 3,669
*Head Volleyball	12.00 %	\$ 3,669
*Cross Country	8.00 %	\$ 2,446
*Band	9.00 %	\$ 2,751
*Academic Coach (Jr. & Sr. High)	9.00 %	\$ 2,751
*Boys JV Basketball	9.50 %	\$ 2,904
*Girls JV Basketball	9.50 %	\$ 2,904
*Track	10.00 %	\$ 3,057
*Baseball	10.00 %	\$ 3,057
*Softball	10.00 %	\$ 3,057
*Assistant Football	9.00 %	\$ 2,751
*Assistant Volleyball	9.00 %	\$ 2,751
Annual	5.00 %	\$ 1,529
Jr. High Football	6.00 %	\$ 1,834
Jr. High Boys Basketball	4.00 %	\$ 1,223
Jr. High Girls Basketball	4.00 %	\$ 1,223
Jr. High Track	4.00 %	\$ 1,223
Jr. High Volleyball	4.00 %	\$ 1,223
Concessions Manager	4.00 %	\$ 1,223
FFA Advisor	9.00 %	\$ 2,751
HOSA Advisor	1.25%	\$ 382
Senior Advisor	1.50 %	\$ 459
FCCLA Advisor	2.50 %	\$ 764
BPA Advisor	2.50 %	\$ 764
Juniors	1.00 %	\$ 306
Girls Club	1.00 %	\$ 306
Sophomores	1.00 %	\$ 306
Freshmen	1.00 %	\$ 306
8 th Grade	1.00 %	\$ 306
7 th Grade	1.00 %	\$ 306
N Club	1.00 %	\$ 306
Honor Society	1.00 %	\$ 306
Pool Manager	9.00%	\$ 2,751
Swim Team Coach	4.50%	\$1,376

* \$30.00 per year experience factor.

** Percentage is figured on base salary of \$30,571.00

**APPENDIX C
NEZPERCE JOINT SCHOOL DISTRICT NO. 302
2020-2021 INSURANCE**

	Option 1
MEDICAL BENEFITS	
Deductible	\$500.00
Coinsurance	80%
Out-of-Pocket	\$3,000.00
Deductible Carryover?	None
Additional Accident Coverage?	None
Preventive Care? – once deductible is met, pays 100%	Yes
Dual Option?	None
Competitor Package?	No
DRUG BENEFITS	
Copay & Coinsurance	15/30/45 - 100%
RX Administrator	Wellpoint
Drug Option	No Mac
Mail Order	15/30/45 - 100%
DENTAL BENEFITS	
Program	Yes - \$50 deductible Employee only
Orthodontia?	None
VISION BENEFITS	
Program	Yes - VSP Plan C1 Employee only
BUSINESS PSYCHOLOGY ASSOCIATES EAP	
Option with Maximum Visits	None
COBRA ADMINISTRATION	
Cobra?	Yes

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("**the MOU**") is entered into July 1st, 2020 by and between The Nezperce Joint School District #302 ("**the District**") and the Nezperce Education Association ("**the Association**", collectively "**the Parties**."

This MOU is effective upon the day and date, July 1st, 2020.

WHEREAS, the Parties desire to enter into an agreement; and

WHEREAS, the Parties desire to memorialize certain terms and conditions of their anticipated endeavor;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein.

1. **OBJECTIVES:** The Parties agree as follows:

- a. **The Parties** shall work together in a cooperative and coordinated effort so as to bring about the achievement and fulfillment of the purpose of the MOU.
- b. This **MOU** is not intended to create any rights, benefits, and/or trust responsibilities by or between **Parties**.
- c. For the 2020-2021 School Year and Fiscal Year, if State appropriated funding for the Leadership premium is rescinded or held back, **the District** agrees to fund the leadership premium at a similar level and in a manner similar to the operation of the premiums in the last three years and to distribute the payments for leadership work in June 2021.
- d. Administration of **the District** will add to the Certified Teacher Handbook language that would place the default responsibility for finding a substitute teacher, in the case of unplanned absences or illness, on the district administration and administrative support. Certified staff would still be able to find their own substitute if they elect to do so.
- e. If the May 2019 Supplemental Levy does not pass, **the District** and **the Association** agree to reopen negotiations.
- f. IF the Governor of Legislature of the State of Idaho does not hold back funding as is proposed (5% holdback proposed) OR if funding for staffing or personnel increases during the Fiscal year, **the District** and **the Association** agree to reopen negotiations at any point during the year.

2. **TERM:** This MOU agreement shall commence upon July 1st, 2020, as stated above and will terminate June 30th, 2021


3. **TERMINATION:** This Agreement may be terminated at any time by mutual agreement of **the Parties**.

4. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation


5. **Indemnity.** The Parties each agree to indemnify and hold harmless the other Party, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the indemnifying party, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
6. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
7. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
8. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
9. **Legal Fees.** In the event of a dispute resulting in legal action, the successful party will be entitled to its legal fees, including, but not limited to its attorneys' fees.
10. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. This Agreement may be entered into and is legal and binding both in the United States and throughout Europe. The Parties each represent that they have the authority to enter into this Agreement.
11. **Governing Law and Jurisdiction.** The Parties agree that this Agreement shall be governed by the State and/or Country in which both Parties do business.
12. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so in writing to be signed by both parties.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

KEN HART – Board Chair

Signed: 
 Date: 6-7-2020

KELBY HEARTBURG – Nezperce Education Association President

Signed: 
 Date: 6/10/2020