

GEM COUNTY EDUCATION ASSOCIATION

June 2023

MASTER AGREEMENT

2023-2024 SCHOOL YEAR

BETWEEN THE ASSOCIATION

AND

THE BOARD OF TRUSTEES

**EMMETT INDEPENDENT SCHOOL
DISTRICT #221**

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ARTICLE I – AGREEMENT AND RECOGNITION

This Agreement is made and entered into by and between the Board of Trustees of School District No. 221, hereinafter referred to as the Board, and the Gem County Education Association, hereinafter referred to as the Association, for the period of July 1, 2023 through June 30, 2024 and is pursuant to the laws of the State of Idaho.

For the 2023 – 2024 school year, the Board recognizes the Association as the exclusive representative of all professional employees of School District No. 221 except as follows: Superintendent, Assistant Superintendent, Principals, Vice-Principals, Director of Special Education, Director of Curriculum, and any other supervisory personnel.

Pursuant to Idaho Code, the recognition requires satisfactory evidence that the Association, in fact, represents a majority of such employees. Upon the request of the Board, the GCEA will provide evidence within ten (10) days of its representation of a majority of such employees. Such evidence shall be in the form of a letter that attests to the required representative status, signed designation cards, or by election as may be determined by the Association.

Expires June 30, 2024

ARTICLE II – PROCEDURES FOR NEGOTIATING A MASTER AGREEMENT

The Board and the Association shall negotiate, per the requirements and pursuant to the process and procedure established by the Idaho Code, as to matters of Compensation to include salaries, benefits (insurance, leave time, and sick leave), description of the professional educator and what is expected including areas such as hours of work and parent contacts, RIF policy, Grievance policy, input into Board policy development for areas such as the calendar process, and committee participation.

- A. Negotiating sessions will be open and will be held on a regular basis at times and places mutually agreed to. The first order of business at each meeting will be to establish the date and time of the next meeting.
- B. Each negotiating team will consist of no more than four (4) persons at one time. Each team shall have the right to utilize the service of consultants during the negotiation, such consultants not to exceed four (4) in number.
- C. It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board and ratification by the Association
 - a. The parties mutually pledge that representatives selected by each shall be endowed with all necessary power and authority to make a proposal, consider proposals, and make concessions in the course of negotiations in an attempt to reach agreement.
- D. In the event that the Board and Association are not able to come to an agreement in negotiations, the issue or issues in dispute shall be submitted to mediation to resolve the conflict as per Idaho Code 33-1274.
 - a. A mediator will be jointly selected by the Board and Association within 7 days of either party requesting mediation.

- b. Expenses related to the mediator shall be divided evenly between the Board and Association.
- c. The Board and Association agree to attempt to resolve the disputed item(s) through mediation.

Expires June 30, 2024

ARTICLE III – DEFINITIONS

1. The term **Association** as used in the Agreement shall mean the Gem County Education Association.
2. The term **Board** as used in this Agreement shall mean the Board of Trustees of The Emmett Independent School District No. 221, Gem and Boise Counties, and State of Idaho.
3. The term **Salary** as used in this Agreement shall mean any direct financial remuneration for contracted services rendered.
4. The term **Fringe Benefits** as used in this Agreement shall mean the financial payment made by the District on behalf of the employee.
5. **Professional Endorsement** as used in this Agreement shall mean the endorsement that teachers earn after three years of teaching and meet the requirements found in Idaho Code 33-1201A

Expires June 30, 2024

ARTICLE IV – PROFESSIONAL EDUCATORS

This agreement between the Board and Association covers a few specific provisions that govern the conduct of the Board and teachers. An overriding principle is that certified teachers are Professional Educators, and as such, are governed by the highest ideals of the profession. Teacher conduct is governed by Federal and State laws, State Board of Education rules, the Code of Ethics for Idaho Professional Educators, district policy, and school procedures. Professional educators are classified as Exempt Employees under the provisions of the Fair Labor Standards Act. As a Professional, the educator is paid a salary to accomplish the job they are assigned.

Although this agreement defines areas such as hours of a workday, the Board and Association acknowledge that Professional Educators put in many more hours to accomplish the tasks. The workday is established to provide for the orderly operation of the schools, safety of students, and convenient access of parents to teachers. As professionals, the administration and staff will cooperate in allowing for some flexibility during the defined workday as long as it does not negatively impact student education or safety. Also, administration and staff will cooperate in allowing for some flexibility outside the defined workday as long as it does not negatively impact personal responsibilities.

For the 2023-2024 school year, the Board has approved a calendar for a 190-day contract year, which includes seven national holidays. The calendar will include five (5) professional development/work days before school, one full workday at the end of each semester and two (2) full professional development days during the school year. The workday for employees has been set at 7.5 hours per day. The District and GCEA recognize the importance of all meetings, such as IEP, Staff, RTI and other building leadership throughout the school year. All attempts will be made to schedule such meetings during the contract day. Staff meetings may be scheduled by

building or district administration .5 hours in length no more than twice per month outside the normal workday.

Regardless if furlough days occur and/or the number of such furlough days, employees shall receive the minimum salaries as determined by the Idaho Code.

1. Duty-Free Lunch

The Board shall provide thirty (30) consecutive minutes of duty-free lunch for all professional employees in the district. Professional employees have the right to give up duty-free lunch at their own discretion.

2. Evaluation

It is the goal of district and teacher leadership to support all staff in improving instruction and student achievement through the use of the observation and evaluation process. The processes and professional development will be used to grow staff towards the advanced professional level.

Principals will make reasonable efforts to inform a staff member when they feel there is an area in which he or she might be “Unsatisfactory” or “Basic” before it appears on the final yearly evaluation.

Any Certified staff member that has received an overall rating of “Unsatisfactory” or “Basic” on their final yearly evaluation will be evaluated the next year by (two) 2 administrators, one from their building and one from another building in the district.

The second evaluator will not discuss or review the previous evaluation with the certified staff’s building principal.

The building principal uses the information from the second evaluator to complete a final yearly evaluation. If this evaluation has an overall rating of “Unsatisfactory” or “Basic”, a meeting is held at the request of the teacher with the two evaluators and the superintendent to review the evidence and discuss the evaluation. The teacher may request to have a representative join the meeting. An amended final evaluation may be created in this meeting. There is no appeal to this final evaluation.

Expires June 30, 2024

ARTICLE V – CERTIFIED TEACHERS’ CONTRACTS

As established in Idaho Code 33-514 there are three (3) categories of annual Contracts available to school districts under which to employ certified personnel. Category 1 contract is a limited one year contract; Category 2 contract for certificated personnel in the first and second years of continuous employment with the same district; and Category 3 contract is for certificated personnel in the third year of continuous employment.

Idaho Code 33-515 establishes the provisions for the school district to offer Renewable contracts to certified personnel. Upon being offered and signing a contract for the fourth full year with the district, a certified employee is placed on a renewable contract status except those instructional and pupil services staff who have not obtained a professional endorsement under section 33-1201A, Idaho Code, may not be placed on a renewable contract status. (Idaho Code 33-515 (1)).

The term **days** when used in regard to a time limit shall mean school contract days or during summer break business days.

If a grievance is filed which might not be finally resolved at Step Three before the school year would expire leaving the grievance unresolved, the time limits set forth herein may be reduced by mutual agreement so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

4. **Representation**

The **aggrieved person** initiating the grievance has the right to be represented at each step of the grievance procedure by any person or persons of his or her choice. However, the aggrieved person must personally be present at all levels of the grievance procedure.

Neither the board nor any member of the administration shall take reprisals of any kind against any teacher, any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

5. **Procedure**

A written grievance shall meet the following specifications:

- 5.1. It shall be specific
- 5.2. It shall contain a synopsis of the facts giving rise to the alleged violation or misinterpretation.
- 5.3. It shall contain the specific section of the negotiated agreement, District policy or procedure, which has allegedly been violated.
- 5.4. It shall state the relief requested.
- 5.5. It shall contain the date of the alleged violation.
- 5.6. It shall be signed by the aggrieved.

Step One -- Principal or immediate supervisor

An aggrieved employee shall first discuss the grievance with the building principal or his/her immediate supervisor with the objective of resolving the matter informally. The aggrieved employee may (1) discuss the grievance personally, (2) may request that a representative accompany him/her, or (3) may request that the representative act in his/her behalf with the grievant present throughout the grievance process.

Step Two -- Superintendent

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been reached by his/her principal or immediate supervisor within five (5) days after the meeting, then the aggrieved employee may file the grievance in writing with the District Superintendent, with a copy sent to his/her Principal or immediate supervisor within six (6) days after the receipt of the Step One decision or eight (8) days after the Step One meeting, whichever is the later.

The Superintendent shall arrange for a meeting with the aggrieved employee within five (5) days after receiving the appeal from Step One in writing. Each party shall have the right to include in its representation witnesses and counselors, as it deems necessary to develop facts pertinent to the grievance. Upon completion of the hearing, the Superintendent will have five (5) days in which to provide his/her decision in writing to the aggrieved employee.

Step Three -- School Board or Board of Trustees

If the aggrieved employee is not satisfied with the written disposition of his/her grievance after Step Two, the aggrieved person may appeal by submitting a written grievance to the School Board within eight (8) days of receiving the Superintendent's decision. Copies of the appeal will be sent to the Principal or immediate supervisor and Superintendent. Within ten (10) days after receiving the grievance appeal, a committee of School Board members, the full board, or a hearing officer designated by the School Board shall meet with the aggrieved employee for the purpose of resolving the grievance. The School Board's ultimate decision and final disposition of the grievance shall, however, be rendered by the full Board in writing within thirty (30) days after receiving the notice of appeal. If a hearing officer is designated, all parties in interest shall have ten (10) days to submit written objections to his/her proposed findings and recommended disposition.

6. Facilitation

The Board agrees to make available to the aggrieved person and his/her representative all pertinent information not privileged under law in its possession or control which is relevant to the issues raised by the grievance.

7. Legal Rights

Nothing contained herein shall deny to any certified employee, the Board or the Association, their rights under State or Federal Constitution and laws.

Expires June 30, 2024

ARTICLE IX – REDUCTION IN FORCE OF CERTIFICATED EMPLOYEES

1. General Statement

A reduction in force may occur when the board determines that it is in the best interest of this district to reduce the number of contracted certificated employees.

2. Reasons for Elimination of Certificated Staff Positions

It is recognized that the Board of the District has the sole and exclusive prerogative to eliminate certified staff positions consistent with the provisions of the state statutes. Elimination of certificated staff positions may result from the following examples or from other conditions necessitating reductions:

- 2.1.1. Decreases in student enrollment
- 2.1.2. Changes in curriculum
- 2.1.3. Financial conditions or limitations of the District
- 2.1.4. Reorganization or consolidation.

The need for implementation of a Reduction in Force and/or the elimination of certificated positions is left to the sole discretion of the District's Board.

The District's Board may choose to implement a RIF through:

- 2.1.1.1. the elimination of an entire program or portions of programs;
- 2.1.1.2. the elimination of positions in certain grade levels only;
- 2.1.1.3. the elimination of positions by category;
- 2.1.1.4. the elimination of positions in an overall review of the District;
- 2.1.1.5. the elimination of positions through other considerations and implementation decisions;

- 2.1.1.6. the elimination of a portion or percentage of a position(s) or any combination of the above.

3. Definitions

As used in this policy, **teacher** shall apply to any employee of the District who holds a certificate issued by the State Board of Education who is employed in a teaching position.

4. Procedures

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

- 4.1.1. Voluntary retirements
- 4.1.2. Voluntary resignations
- 4.1.3. Transfer of existing staff members
- 4.1.4. Voluntary leaves of absence

- 4.2. In the event a reduction-in-staff is required, teachers who are retained pursuant to this policy may be reassigned if suitable position openings are available in instructional areas for which they are Highly Qualified and for which the principal has approved transfer as per Idaho Code requirements.

- 4.3. In making a determination as to the individuals to be released pursuant to the Reduction in Force, the Board will consider the following criteria. Each criterion, below, shall be considered in terms of the total context when selecting those employees for reduction pursuant to the provisions of this policy. Employees subject to reduction in force under this policy will be presumed to have been performing satisfactorily. The following criteria will be considered:

- 4.3.1. Current year's teacher evaluation, including components required by state statute to be encompassed in teacher evaluation.
- 4.3.2. Professional Standards and Conduct over the course of the last three (3) consecutive years.
- 4.3.3. Highly Qualified in subject matter of instruction
- 4.3.4. Highly Qualified in multiple subject matters
- 4.3.5. Educational degrees or credits earned
- 4.3.6. National certifications held
- 4.3.7. Experience in subject matter
- 4.3.8. Position as a Lead teacher within the district.
- 4.3.9. Professional contributions to the district or state as an advisor, leadership roles and impact on building culture.
- 4.3.10. Preference given to veterans of the armed services. Veteran is defined to include any person who has served in the active service of the armed forces of the United States during any period of war recognized by the United States Department of Veterans Affairs for the purpose of awarding federal veterans benefits as may be defined in Title 38, United States Code, Chapter 1, Section 101(21), who served as a veteran in the armed forces during any period, and who has been discharged from service under honorable conditions. Veterans' preference will be determined by data obtained from the personnel records on file in the district as of the date the board implements the reduction in force.

It is the intent of the Board to consider the individual and cumulative effect of each

criterion on the welfare of students and the best long-term and short-term interest of the school district.

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

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

4.4. When a reduction in force is anticipated by the Board, they will direct the Superintendent to begin the following procedures:

4.4.1. The district office in cooperation with building principals will complete a Teacher Profile on each teacher in the district.

4.4.2. With this notification, the district office shall provide a copy of the Teacher's Profile, utilizing the established point system, and the steps a teacher should take if they believe that there is an error in their individual Teacher Profile.

4.4.3. If a teacher receiving a Teacher Profile believes that there is an error that has been made on their individual profile, the teacher shall notify the district office of their concern of an error, in writing, by the close of the school day on the third school day after the Teacher Profile has been delivered to the teacher or the teacher's mailbox. This written notice shall specifically identify what element or elements of the Teacher Profile that are believed to be in error and explain specifically why the element(s) is believed to be in error.

4.4.3.1. If the district office receives notice of possible error, each such written notice, timely received, shall be individually reviewed for possible reconsideration or evaluation of the information used to create the Teacher Profile. This may include a member of the District's or School's Administration communicating directly with the teacher to obtain more information or documentation relating to the alleged error.

4.4.3.2. If the district office determines that an error was made in the completion of the Teacher Profile, a new profile will be created and forwarded to the teacher in question.

4.4.3.3. If the district office determines that no error was made in the completion of the Teacher Profile, the profile will be reviewed by the District's Superintendent. Thereafter the Superintendent or designee of the Superintendent shall review the dispute, in whatever manner the Superintendent/designee deems appropriate for the circumstance, and make a final decision on the issue of the appeal and questioned error of the Teacher Profile.

4.5. Teachers with the lowest scores on the profiles of all teachers who may be released will be reviewed by an administrative committee. The administrative committee shall consist of the school Principals, District Directors, and Superintendent. The number of teacher profiles that will be reviewed will be twice the number of positions needed to be

reduced through a RIF, taking into account the school programs, teacher positions or categories of positions that may be affected. The committee will review these teachers' profiles to ensure consistency among scoring and to ensure that the Board's intent to consider the welfare of students and the best long-term and short-term interest of the school district be considered. The committee shall submit to the District Superintendent a prioritized list of teachers to be released.

- 4.6. If the Board determines that a RIF, in fact, will be implemented, the Superintendent shall submit a list of the teachers recommended for release, through use of the above process, and shall make a recommendation to the Board as to what due process, if any, the Board needs to implement for each individual personnel situation.
- 4.7. All releases shall be done in conformance with the applicable provisions of the Idaho Code and all affected teachers will be promptly notified, in writing, of the Board's decision or actions that need to be taken by the Board relating to applicable due process activities, if any.

Expires June 30, 2024

ARTICLE X – LEAVES

1. Bereavement Leave

Each full-time professional employee will be entitled to five (5) days of bereavement leave, per occurrence, for the death of a member of the immediate family. Immediate family includes father, mother, brother, sister, husband, wife, son, daughter, grandfather, grandmother, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandchild, niece, nephew, and stepchildren.

2. Personal Leave

Each full-time professional employee will be allowed a maximum of three (3) personal leave days per school year. This leave will not be deducted from sick leave. For individuals continuing employment with the District, up to six leave days may be carried into the next year, allowing a maximum of nine (9) accumulated days. At the end of the school year, a teacher who has more than the allocated accumulated allowance for leave may request payment for a maximum of three (3) days of unused leave. For individual's not continuing employment with the district, an employee may request a maximum payment of three (3) days of unused leave. Requests are due by June 30th. Unused leave for which payment is sought shall be paid at \$100.00 per day. This reimbursement will be paid in the July paycheck.

Days will be granted under the following guidelines:

- 2.1. Personal leave will be granted upon a first come first serve basis with each building administrator being responsible to determine the number of professional employees eligible for leave on any one day based upon the availability of substitutes.
- 2.2. Requests for up to three (3) days of leave must be presented to the principal in AESOP at least two (2) full days before the requested release time. Requests for four (4) or more days leave must be presented to the principal in writing at least 14 calendar days before the requested release time. In emergency situations, the notification time will be waived; however, verification that an emergency existed may be requested.

- 2.3. Requests for personal leave for classroom teachers on their testing days and prior to or immediately following a scheduled break, the first two weeks of the school year or the final two weeks of the school year with the exception as defined in section 4.4. and must be presented to the principal in writing at least 14 calendar days before the requested release time.

3. Professional Leave

- 3.1. The Superintendent shall have the authority to grant professional leave, which involves no expense, other than substitute pay, and is requested for two (2) days or less.
- 3.2. The Board shall have the authority to grant professional leave, which involves more than two (2) days.
- 3.3. A form will be provided for professional leave. One copy goes to the building administrator, one copy goes to the District Office and one copy goes to the professional employee.
- 3.4. Request for professional leaves must be submitted:
 - 3.4.1. To the principal and/or Superintendent at least one (1) week in advance of the first day of requested leave, and,
 - 3.4.2. The principal shall have the authority to grant professional leave to professional employees requesting professional growth opportunities for writing grants, which benefit the school district and is requested for two (2) days or less.

4. Temporary Leaves of Absence

4.1. Jury Duty/Court Appearances

Temporary leaves of absence without school salary reduction may be granted for jury duty and/or court appearances for which the employee is subpoenaed as a witness. Court remuneration, less actual expenses, will be signed over to the School District.

4.2. Military Duty

Temporary leaves of absence involving recall to active duty of military reservists shall be considered by the Administration on an individual basis.

4.3. Parental Leave

Parental leave may be taken in accordance to the Family Medical Leave Act.

Sick leave may be used for childbearing. The time needed will be determined by the employee's physician.

A professional employee adopting a child shall be entitled to use thirty (30) days of sick leave, commencing upon the de facto custody of said child, or prior to receiving such custody if necessary in order to fulfill the requirements for adoption.

4.4. School Volunteer Leave

Building principals are encouraged to allow professional employees an opportunity to volunteer in his/her child or grandchild's school activities when and where scheduling is possible.

5. Extended Leave of Absence

Request for extended leave will be submitted in writing to the Superintendent with notification of acceptance or rejection of the request being returned in writing within five (5) calendar days following the next regular Board meeting.

No pay will be granted for extended leave.

Extended Leave may also be granted for health reasons as defined under Sick Leave. Employees may receive pay through sick and personal leave. Extended leave for health reasons

is governed by the Family Medical Leave Act (FMLA). Employees that have exhausted sick, personal, and FMLA may apply for extended leave.

For an Extended Leave granted mid-contract year due to extenuating circumstances, the Superintendent has the authority to grant such leave and has been so delegated by the Board. In such circumstances, the employee and the Superintendent shall discuss the anticipated period of leave and the rights, if any, that the teacher may have to return to the District should the leave extend to the end of the contract or school year. If the employee requesting leave was not an employee to whom there was an automatic right to return to the District for the next subsequent school year, no right to an automatic return is created by the employee taking this period of extended leave.

If an employee of the District seeks to take a period of Extended Leave for an entire school year, if such a request is received after contracts have been issued for the next subsequent school year and the employee has been issued a new contract, if the leave is granted, the employee will have the right to return to the same or a similar position, if such a position is available at the District at the time of the individual's return. If the individual is intending to return to the District, notice must be provided to the District's Administration on or before March 1st.

If a request for leave is made for an entire school year prior to the issuance of contracts, a discussion will be held between the District Superintendent and the employee requesting leave as to whether or not a position of any nature shall be available for the employee upon return.

6. Sabbatical Leave

- 6.1. Professional employees who have been employed by the District for a period of seven (7) consecutive years immediately prior to the years in which the sabbatical leave is to commence and who have not previously been granted a sabbatical leave may apply for sabbatical leave. Sabbatical leave may not exceed a period of one year and shall be without pay or increment. Professional employees will be assured of the same teaching assignment upon their return unless their previous teaching assignment has been eliminated. If the position has been eliminated, the professional employee will be assigned to another teaching position within the District. The professional employee may apply for a different assignment within the District upon return if he/she desires and if such a position is vacant.
- 6.2. The Board shall authorize sabbatical leaves of absence when it deems such leaves of absence to be reasonable and for good cause and not detrimental to education within the system. Sabbatical leaves shall be granted only for the purpose of allowing those professional employees to continue professional education and advancement.
- 6.3. Applications for sabbatical leaves must be submitted to the Superintendent of School prior to February 1 of the previous school year.
- 6.4. Eligible professional employees shall include with their application for sabbatical leave a recommendation from the appropriate supervisor and a plan of study in an approved college or university, or a problem or project for research or writing to be pursued independently by the applicant. This plan shall be approved by the Superintendent and receive approval before any changes shall be authorized.
- 6.5. A professional employee on sabbatical leave shall not engage in full-time employment or in the study for another trade or profession during his leave unless the employment is accepted by the Board as a part of the plan of study.

7. Sick Leave

Teachers are entitled to nine (9) days of sick leave each year without deduction of salary. Sick leave is defined as personal illness or illness in the immediate family. Immediate family includes father, mother, husband, wife, son, daughter, stepchildren, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, and grandchildren.

7.1. Sick Leave Accumulation

Professional employees who continue employment with School District No. 221 shall be able to accumulate unlimited sick leave. The total will be reflected in the professional employee's paycheck throughout the year.

If a new employee has been employed by another district or another state educational agency during the immediately preceding year or within three (3) school years if the termination of employment is due to a reduction in force, that individual's accumulated sick leave will be secured for and credited to that new employee.

Bereavement leave may be allowed out of sick leave, at the superintendent's discretion, for those situations that involve deceased individuals not covered under the Master Contract bereavement leave policy.

Accumulated sick leave days will be certified to the Public Employee Retirement System (PERSI) upon retirement for insurance calculation purposes.

8. Temporary Association Leave

A maximum aggregate total of ten (10) days of leave without any salary reduction will be granted for the school year. The aggregate of these days may be shared by one or more professional employees for use in regularly scheduled official Professional Association meetings, other than delegate assemblies, provided that written notice of the same is given to the Superintendent of Schools at least ten (10) days prior to the meetings.

9. Region or State Office Holder

A maximum total of fifteen (15) days of leave annually without any salary reduction will be granted to a member(s) who have been duly elected to a region and/or state association office. This leave shall be used for official Professional Association meetings, delegate assemblies, legislative hearings, committee and/or task force meetings, provided that written notice of the same be given to the Superintendent of Schools at least ten (10) days prior to the meetings. The maximum number of days authorized by this provision will not exceed fifteen (15) days annually as applied aggregately to the person or persons so affected.

Expires June 30, 2024

ARTICLE XI – SICK LEAVE BANK

A sick leave bank for professional employees covered by this contract is hereby established. The purpose of the sick leave bank is to alleviate economic hardship brought upon a professional employee by absences caused by personal illness, accident or medical circumstances, which render the employee incapable of carrying on his/her duties. To participate, each professional employee shall contribute a prescribed number of his/her earned sick leave days as determined by the sick leave bank committee. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating professional employees upon recommendation of the sick leave bank committee. No

professional employee will be admitted to the bank except during the designated registration period. This provision will be waived for professional employees hired after the yearly registration period. Such individuals will have thirty (30) calendar days to enroll in the bank.

The sick leave bank committee shall consist of five (5) members appointed by the Association. There shall be one (1) member from each of these schools: Carberry Elementary School, Emmett High School, Emmett Middle School, Shadow Butte Elementary School, and one at large member (preference given to Sweet, Ola, Butte View and/or Black Canyon). The committee shall have the authority to establish such guidelines, as it deems necessary, consistent with the terms of this agreement, to administer this program. Guidelines shall have the approval of the Association and the Board. The sick leave bank committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. Any days contributed by a professional employee shall become the property of the bank. At the end of the contract year, unused sick leave days will remain in the bank. When a professional employee leaves the district or withdraws from the bank, their donated days shall remain the property of the bank. Teachers who leave the district may donate any or all of their unused sick leave days to the bank. The committee shall be responsible for reporting to the District's payroll office the names of contributors and number of days contributed. It shall report all days granted by the bank and all other information necessary for the professional employee's records. The district shall be responsible for distributing enrollment forms, for maintaining each employee's sick leave membership list and provide sick leave bank committee members with current sick leave bank records.

Application for use of the bank shall be submitted to the sick leave bank committee (c/o Superintendent) for its recommendation. The committee shall review the request and determine the eligibility of the professional employee. In the event of a disagreement between a professional employee and the sick leave bank committee as to whether or not a specific disability qualifies the professional employee for a bank grant, the committee may require the professional employee to submit to an examination by a physician chosen and paid for by the applicant. The result of such an examination shall be submitted to the committee for its consideration in making a final determination of the application for a grant. If the committee deems necessary, it shall require proof of physical disability resulting from illness or injury at the time of application and from time to time after a grant has been made. After a 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.

In order for a professional employee to be eligible to apply for sick leave benefits from the sick leave bank, the professional employee must first: (1) be a contributor to the bank, (2) have been absent from work due to personal illness, accident or medical circumstances rendering the employee incapable of carrying on his/her duties and, (3) have used all of his/her sick leave and personal leave days.

The maximum number of days that can be granted in any one (1) fiscal year to a professional employee will be the remaining number of days a professional employee is scheduled to work under his/her current contract.

The number of sick leave days granted shall not exceed the number of days absent from work due to physical disability resulting from illness or injury. Bank grants to individual professional employees will not be carried over from one fiscal year to another. All such grants will end at the termination of the school year. If a professional employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. If a

professional employee has been granted days from the sick leave bank and applies in a consecutive year, the sick leave bank committee will make a recommendation to the Board who will make the final decision on the disbursement of days.

A professional employee who is a member of the bank is eligible to submit a Teacher Request Form to the committee to ask certified sick leave bank colleagues to contribute sick days to care (maximum of 2 per colleague) for an immediate family member with an illness (father, mother, husband, wife, son, daughter, step-children, brother, sister, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandfather, grandmother, and grandchildren.). The committee will review the request and make a decision on forwarding the request to the staff. Any donated days in excess of those used by the professional employee will be donated to the sick leave bank.

Expires June 30, 2024

ARTICLE XII – FRINGE BENEFITS

1. Professional Employees Cafeteria Plan

School District #221, hereinafter referred to as the “District,” hereby adopts and establishes the following Cafeteria Plan (hereinafter designated as “Plan”) pursuant to contract negotiations with the Gem County Education Association, to enable its professional employees to choose among several taxable and nontaxable benefits.

1.1. Purpose

The purpose of this Plan is to establish a plan that gives the professional employees a choice among one or more nontaxable benefits and one or more taxable benefits, which qualifies as a Cafeteria Plan under Section 125 of the Internal Revenue Code of 1954, as amended.

1.2. Identification Information

1.2.1. The name of the plan is School District #221 Cafeteria Plan for professional employees.

1.2.2. The name and address of the District are:

Independent School District #221
119 North Wardwell
Emmett, ID 83617

1.2.3. The Employer Identification Number assigned by the Internal Revenue Service to the sponsor of the plan is 501.

1.2.4. This Plan is a Cafeteria Plan.

1.2.5. The Plan is administered by the person named in 2.6 below. The person named in 2.6 below is the “named fiduciary” of the Plan within the meaning of Section 402 of the Employee Retirement Income Security Act of 1974 (hereinafter referred to as ERISA).

1.2.6. The name, title and address of the principal place of business of the person administering the Plan is as follows:

Craig Woods, Superintendent
Independent School District #221
119 North Wardwell
Emmett, ID 83617

1.2.7. The Plan administrator set forth in the immediately preceding paragraph is the person designated as agent for the purpose of receiving legal process at the address set forth in section 1.2.6 above.

1.2.8. The Plan is funded pursuant to a salary reduction agreement.

1.2.9. All benefits are paid directly by the District and no other organizations or entities are used for the accumulation of assets through which benefits are provided.

1.2.10. The ending date of the Plan's fiscal year is August 31st.

1.2.11. This change from a Premiums Only Cafeteria Plan to a broader nontaxable benefits plan under Section 125 of the Internal Revenue Code of 1954, as amended, will continue from September 1, 2022, to August 31, 2023.

1.3. Eligibility

1.1. Each professional employee of the district shall be eligible to participate in the plan on the date such employee is employed by and commences services with the district.

1.4. Benefits

The Plan shall have an effective date of September 1, 2023.

For the 2023-2024 School year, the District shall contribute as detailed below per month for insurance-eligible employees (or proportionately for proportionate eligible employees) to be utilized by the employee to pay premiums for Medical, Vision, Dental, Employee Assistance Plan, AllyHealth and Life insurance coverages. If there is any premium costs above the District's contribution, such sums shall be the responsibility of the employee and shall be addressed in a monthly payroll deduction.

2023/2024

District	Employer Contribution Regence Medical	Employee Contribution	Cost PPO 3% decrease
Medical	\$765.26	\$92.24	\$857.50
Dental Delta	\$36.30 Employee Choice	-	\$36.30
Willamette Dental	\$36.30 Employee Choice	\$9.42	\$45.72
Vision	\$7.83	-	\$7.83
Life Insurance / EAP / AllyHealth	\$17.05	-	\$17.05
Total	\$826.44	\$101.66	\$918.68 (DD) \$928.10 (WD)

District	Regence Medical HSA	HSA Account Contribution	Total
Employee	\$703.20 medical only / \$764.38 with all benefits	\$25.00 to every HSA enrollee	\$789.38

Each eligible professional employee shall be entitled to participate in the plan on the following month after the date such professional employee is employed by and commences services with the district.

Each professional employee shall designate the form in which said benefits are to be provided for themselves and dependents from the following list:

- 1.4.1. Major medical insurance options: Emmett School District Health Benefits Plan and Trust Health Savings Account (HSA) plan or Emmett School District Health Benefits Plan and Trust Preferred Provider Organization (PPO) plan for employee and dependents.
- 1.4.2. Dental insurance options, Delta Dental or Willamette, for employee and dependents.
- 1.4.3. Vision insurance for employee and dependents.
- 1.4.4. Term life insurance executable from the employee's income under Section 79 of the Internal Revenue Code of 1954, as amended, up to \$50,000 in face value.
- 1.4.5. Cancer insurance for self and dependents. (Employee has the option to purchase through payroll deduction, not included in insurance estimated total cost of insurance.)
- 1.4.6. Employee Disability Insurance. The employee may choose to participate in a District Long-Term Disability Plan or elect not to participate in the Employee Disability Program. (Employee has the option to purchase through payroll deduction, not included in insurance estimated total cost of insurance.)
- 1.4.7. Other programs offered through payroll deduction.

Designations of benefits for any given fiscal year shall be made on forms provided by the plan administrator before the professional employee is eligible for participation in the Plan. The written form must be completed and signed by the participant and submitted to the District on or before the 15th day of September, or if the professional employee becomes eligible to participate during the Plan year, on the first of the month following the beginning of services by the employee. Once the form is submitted and signed by the professional employee, the benefits designated may not be changed until the beginning of the next fiscal year unless the change is consistent with a change in family status (e.g., marriage, divorce, death of a spouse or child, birth or adoption of a child, and termination of employment of a spouse) and relates only to the remainder of the Plan year after the election is changed and advance written approval is obtained from the District

Coverage in the fringe benefit pool shall begin on the effective date of this contract and be continuous 12-month coverage.

A committee of at least two (2) professional employees, one (1) administrator, personnel manager, and the District's Business Manager will review all benefits options. This committee may provide recommendations concerning insurance benefits to the negotiations teams.

Any change in insurance carriers and contract options shall be mutually agreed to by the Board of Trustees and Representative Organization

2. College Tuition

The Board agrees to reimburse each professional employee for up to three (3) approved semester credits earned during the 2023-2024 contract year. Courses for which credit is

reimbursed must be from an accredited college or university and may be graduate or undergraduate level. Reimbursement for successful completion of an American Board for Certification of Teacher Excellence (ABCTE) assessments during the 2023-2024 contract year.

The reimbursement amount per credit will be the lesser of:

The actual cost of the credit, or 75% of the average cost per credit at Boise State University, Idaho State University, and the University of Idaho during the time that the credit is earned, regardless of where the employee actually takes the course. The administration shall calculate the average cost.

ABCTE completion will be reimbursed at 75% of the average cost of three (3) college credits.

The professional employee's reimbursement payment request must be in the Superintendent's office on or before January 15th for courses taken after September 1 to be eligible for payment on the February payroll, by September 15 for courses taken after January 15th to be eligible for payment on the October payroll. To be eligible for credit reimbursement the professional employee must be on a current contract. Credits earned through participation in courses where the District contributes funding for the class will not be eligible for tuition reimbursement if the District participation equals or exceeds the District's financial responsibility listed above.

Expires June 30, 2024

ARTICLE XIII – COMPENSATION

1. Salary Schedule for Professional Employees

Certified Salary Schedule 2023-2024 School Year

			BA	BA Plus 24	MA	
1	R1	R1	\$41,250	\$41,500	\$42,000	
2	R2	R2	\$41,500	\$42,000	\$42,500	
3	R3	R3	\$42,000	\$42,500	\$43,500	
4	P1	A	\$44,000	\$44,500	\$45,000	
5	P2	B	\$44,601	\$45,380	\$46,113	
6	P3	C	\$45,201	\$46,278	\$47,253	
7	P4A	D	\$45,802	\$47,193	\$48,422	\$ 4,200.00 *
8	P4B	E	\$46,709	\$48,127	\$49,620	
9	P5	F	\$47,616	\$49,080	\$50,848	
10	P7A	G		\$50,051	\$52,106	
11	P7B	H		\$51,042	\$53,397	
12	P8A	I		\$52,053	\$54,719	
13	P8B	J		\$53,084	\$56,074	
14	P9A	K		\$54,136	\$57,464	
15	P9B	L	2021 Only Below	\$55,208	\$58,888	
16	P10A	M	Grandfather	\$56,303	\$60,348	
17	P10B	N	Grandfather	\$57,419	\$61,844	
18	P10C	O	Grandfather	\$58,557	\$63,377	
19	P10D	P	Grandfather	\$59,718	\$64,949	
20	P10E	Q	Grandfather	\$60,903	\$66,561	
21		R	Grandfather	\$62,111	\$68,212	
22		S	Grandfather	\$63,343	\$69,905	

* All Certified Employees would have the additional cell added to their Salary

	Must be continuously employed within the Emmett School District to be eligible for this stipend
Years	
10 to 14	\$500.00
15-19	\$1,000.00
20 plus	\$1,250.00
	Sunset June 2024
	Advanced Professional \$750

Appendix A	New hire placement grid	
Completed Years	Placement on Emmett Salary Schedule	Placement
-	Residency	1
1	Residency	2
2	Residency	3
3	Professional	A Professional 1
4	Professional	B
5	Professional	C Professional 2
6	Professional	D
7	Professional	E Professional 3
8	Professional	F
9	Professional/Advanced Professional	G Professional 4
10	Professional/Advanced Professional	H
11	Professional/Advanced Professional	I
12	Professional/Advanced Professional	J Professional 5
13	Professional/Advanced Professional	K
14	Professional/Advanced Professional	L
15	Professional/Advanced Professional	M
16	Professional/Advanced Professional	N
17	Professional/Advanced Professional	O
18	Professional/Advanced Professional	P
19	Professional/Advanced Professional	Q
20	Professional/Advanced Professional	R
21	Professional/Advanced Professional	S
	Employees must meet the BA/MA * qualifications	
	Initial Placement above step K is capped at step M without Superintendent * approval	
	Out of state new hires will be placed dependent on State Department of Education Placement on the career * ladder.	

Salary Schedule for Occupational Therapy, Physical Therapy, Speech Language Pathologist, and Psychologists

See District Offer OT, PT, SLP, and Psych Salary Schedule

2023-2024 School Year

Masters or Higher

2023-2024 Career Ladder Placement	OT, PT, SLP	Psychologists
Residency 1	\$51,000	\$52,000
Residency 2	\$51,500	\$52,500
Residency 3	\$52,500	\$53,050
Professional 1	\$54,500	\$55,000
Professional 2	\$56,000	\$56,513
Professional 3	\$57,540	\$58,067
Professional 4	\$59,122	\$59,663
Professional 5	\$60,748	\$61,304
Professional 6	\$62,419	\$62,990
Professional 7	\$64,135	\$64,722
Professional 8	\$65,899	\$65,502

\$4200 - All Certified staff that fall in the salary schedule will have this additional amount added to their Salary.

Stipends may be provided to Occupational Therapy (OT), Physical Therapy (PT), Speech Language Pathologist (SLP), and Psychologists for additional duties that relate to responsibilities and extended days of work. Stipends can also be provided for additional certifications that will be utilized by the Emmett School District. Stipends will be provided in the following amounts:

School Psychologists	\$10,000
OT, PT, SLP	\$5,000
Certifications	\$5,000

3. Placement on the Salary Schedule

The above Certified Employee Salary Schedule is a model of the end goal of the GCEA and the District. It is intended to be a "living document" that provides both the District and the Employee a clear view of where they are in their salaries and where they are headed. The goal of the Salary Schedule is to be financially sustainable for the District and mutually agreed upon by both the District and the Employees.

The District will form a committee that evaluates the sustainability of the Schedule, as well as works towards developing a more permanent Schedule.

In determining the experience factor, the actual years of teaching or administrative service in an accredited public school or in an accredited private or parochial school shall be credited. All certificated employees working in a certified position including Career Technical, Pupil Service, and Instructional staff, will be placed on the salary schedule in the following manner: See Appendix A

- 3.1. All certificated employees that are in their first year of holding a certificate shall be placed in the Residency 1 cell.
- 3.2. Those in their second year of certificated employment will be placed in the Residency 2 cell.
- 3.3. Those in their third year of certificated employment will be placed in the Residency 3 cell.

All District certificated staff under contract in the 2021-2022, will be placed on the ladder as negotiated within this agreement. This placement took into account their years of service and educational placement as of the start of the 2021-2022 school year

4. Advancement on the Salary Schedule

A certificated employee that has not met the requirements, as outlined in Idaho Code 33-1001 (14), to earn an Idaho Professional Endorsement (IPE) will remain in the third cell of the residency rung until they earn an IPE.

The District's certificated staff on a professional rung of the career ladder advance one rung on the career ladder for each year of service unless they have failed to meet the compensation rung performance criteria for three (3) of the last four (4) years. "Professional compensation rung performance criteria" means:

- (a) An overall rating of proficient, and no components rated as unsatisfactory on the state framework for teaching evaluation; and
- (b) Demonstrating the majority of their students have met their measurable student achievement targets or student success indicator targets. Idaho Code 33-1001.

In determining the Educational Allocation, only credits earned after initial certification, based upon a transcript on file in the District personnel file, earned at an institution of higher education accredited by the State Board of Education or a regional accrediting association shall be allowed. The levels for the Educational Allocations are 0 to 23, 24 or more credits, and Masters. Credits and degrees earned must be in a relevant pedagogy or content area as determined by the State Department of Education.

5. Development of Curriculum for the District

Teachers, who are appointed to district curriculum projects, will be compensated at \$25 per hour for the development of curriculum and resources during non-contract time.

6. Part-Time Professional Employees

Two professional employees shall be allowed to share one position when their schedule and duties can be arranged between themselves with the advice and approval of the building principal.

When a professional employee is hired part-time, the benefits package shall be prorated to reflect the percentage of the contract day worked. Personnel hired before June 1, 1998 and hold a part-time position shall not be affected by this agreement.

7. National Board Certification

As provided by Idaho Code, any instructional staff member of this district certified as a master teacher by the National Board for Professional Teaching Standards on or before July 1 of each year will receive an additional \$2,000 per year for each of five (5) consecutive years in addition to his/her salary calculated in accordance with the district's salary schedule.

Any school nurse employed by the District for at least ten (10) years and certified by the National Board for Certification of School Nurses for at least five (5) of those years shall receive a one-time payment of \$2,500.

8. Merit Service Time Retirement

Any professional employee who has been a full-time member of the District for fifteen (15) or more consecutive years and retiring from the district will receive Merit Service Time Pay from the Board in the amount of \$50 for each year of service in District No. 221. Such Merit Service Time remuneration will be paid on their last payroll check.

9. Extended Contracts

Contracts extended beyond the regular professional employee contract year will be reimbursed at the rate of 1/190 workday at the professional employee's current placement on the salary schedule unless specified differently in this Master Agreement.

10. Extra-Curricular Salary Schedule

All extra-curricular assignments and the decision to fill any position will be made at the discretion of the School Board. Remuneration shall be consistent with the following schedules:

A professional employee as listed on the following schedule involved in the extra-curricular program will have an experience factor of .25% added to the base percentage for every two years, to a maximum of eight (8) years and maximum of 1%.

Voluntary Duties – Duties related to extracurricular activities shall be on a voluntary basis.

Extracurricular activities are those activities in which students participate voluntarily.

High School Athletic Director will be provided 15 extended contract days

Professional Employees shall be given preference concerning extra-curricular assignments.

	Athletic Director HS \$8,000	Plus 15 Days Extended Contract	
	Athletic Director MS \$4,000		
<u>Activity</u>	-	% of calculation amount	# Positions
	Head Football	17	1
	Assistant Varsity Football	8.5	5
	JV Football	9	2
	Freshman Football	9	2
	8 th Grade Football	6.5	2
	7 th Grade Football	6.5	2
	Head Basketball Boys and Girls	17	2
	Assistant Varsity Basketball Boys and Girl	8.5	2
	JV Basketball Boys and Girls	9	2
	Summer Weight Room Coordinator	6.5	1

<u>Activity</u>	<u>% of calculation amount</u>		
Frosh Basketball Boys and Girls	8.5	2	
7 th & 8 th Basketball Boys and Girls	6.5	2	
7 th & 8 th "B" Basketball Boys and Girls	5.75	2	
Head Wrestling	13	1	
Assistant Wrestling	7.5	2	
JV Wrestling	7.5	1	
7th & 8th Wrestling	6.5	3	
Head Baseball	13	1	
Assistant Varsity Baseball	7.5	1	
JV Baseball	7.5	1	
Head Softball	13	1	
Assistant Varsity Softball	7.5	1	
JV Softball	7.5	1	
Head Volleyball	17	1	
Assistant Varsity Volleyball	8.5	1	
JV Volleyball	9	1	
Freshman Volleyball	9	1	
7th & 8th Volleyball	6.5	2	
7th & 8th "B" Volleyball	5.75	2	
Head Track	13	1	
Assistant Track	7.5	3	
7th & 8th Track	6.5	4	
Head Cross Country	13	1	
Assistant Cross Country	7.5	1	
7th & 8th Cross Country	6.5	2	
Head Tennis	13	1	
Assistant Tennis	7.5	1	
7th & 8th Tennis	6.5	2	
Head Golf	10	1	
Assistant Golf	5	1	
Head Soccer Boys and Girls	13	2	
Assistant Soccer Boys and Girls	7.5	1	
Cheerleader Adv. HS	20	1	
Assistant Cheer/Dance HS	10	1	
Band Director HS	17	1	
Vocal Director HS	6.5	1	
Elementary Music	5	2	

<u>Activity</u>	<u>% of calculation amount</u>		
	Middle School Music	5	1
	Annual HS	8.5	1
	Annual EMS	5.75	1
	Drama Coordinator HS	10	1
	Middle School Drama	4.25	1
	Middle School Student Counsel	6	1
	NASA School Coordinator	7.0	1
	Debate/Mock Trial HS	5.75	1
	National Honor Society Advisor	5	1
	Class Advisors at High School	3	8
	Academic Team Adv. EMS	5	1
	Senior Project Coordinator	9	2
	Lead Teacher Sweet/Ola	7.5	2

11. Extracurricular Calculation

The extracurricular calculation amount for the 2023-2024 school year shall be \$32,250

12. Mileage Allowance

Mileage payment for use of private cars on authorized District business will be at \$0.56 per mile or the Federal IRS rate, whichever is less.

13. Withholding of Salary

For each absence not covered by this Agreement, professional employees will have 1/190 of their contract salary deducted. Contract salary does not include an extracurricular salary or extended work year.

ARTICLE XIV – SAVINGS CLAUSE

All items in this Agreement are presumed to be legal and valid. If any specific items of this Agreement shall be ruled invalid by a court of law or governmental action the Board and Association shall enter into negotiations within fifteen (15) days to agree on a successor clause of the invalidated article.

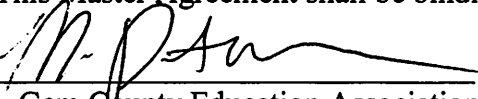
However, if such adverse ruling is made re-negotiation will commence upon agreement between the Association and the Board. The balance of this Agreement shall not be affected by any such ruling and shall remain in force.

ARTICLE XV – MASTER AGREEMENT DURATION

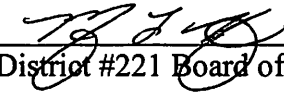
The provisions of this Agreement shall become effective as of July 1, 2023, and will continue and remain in force until June 30, 2024.

Acceptance:

This Master Agreement is signed on this 18 day of July, 2023.
This Master Agreement shall be binding on the parties hereto.



Gem County Education Association



District #221 Board of Trustees