

Negotiated and Procedural Agreement
Between the
Oneida School District
and the
Oneida Education Association
2023-2024

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Procedural Agreement

Preamble

This Procedural Agreement is entered into by and between the Board of Trustees of Oneida School District #351 and the Oneida Education Association (Local Education Organization).

The Board and the Local Education Organization recognize and agree that the major and paramount purpose and objective of the Board, Administration, Teachers, and Non-Certificated employees is to provide the very best and highest quality of education to the students (collectively and individually) of this school district, which the resources we have available will provide. The welfare of the students must have highest priority and must receive preferential consideration and treatment.

The Board is elected by the qualified electors of the school district and, as such, possesses all powers delegated to a Board of Trustees or to a school district by the Constitution and laws of the State of Idaho, together with the duties imposed thereby. These powers, duties and responsibilities cannot be negotiated to another person or organization.

The Superintendent is the chief executive officer of the school district, and, as such, administers the affairs and programs of the school district as provided by law and board policy.

Providing education of the highest possible quality for the students of the school district is the responsibility of the Board. It is recognized that the teachers have a significant role as a result of direct contact with students; therefore, the high morale of the teaching staff depends on the willing services of well qualified teachers.

It is recognized that the best interests of public education will be served by a spirit of cooperation.

Procedural Agreement Article 1

Definitions

1-1 The terms "School District" and "Oneida Public Schools" as used in this procedural Agreement shall mean Oneida School District #351 of Oneida County in the State of Idaho.

1-2 The term "Board" as used in this Agreement shall mean the Board of Trustees of Oneida School District #351 of Oneida County in the State of Idaho.

1-3 The term "Superintendent" as used in this Agreement shall mean the Superintendent of Schools of Oneida School District #351 in the State of Idaho.

1-4 The term "Local Education Organization" as used in this Agreement shall mean any local district organization duly chosen and selected by fifty percent (50%) plus one (1) of the professional employees, excluding administrative personnel. The Administrators and Supervisors shall not be represented by a "Teachers' Representative Organization," but shall be represented by an "Administrators' Representative Organization."

1-5 The term "Professional Teacher Employee" as used in this agreement means any certificated employee of Oneida School District #351, excluding the Superintendent, Principals, and any other certificated personnel who function in administrative or supervisory capacities.

Procedural Agreement Article 2

General

2-1 This Procedural Agreement shall be part of the contract of each professional employee, except the Superintendent, Principals, and any other certificated personnel who function in administrative or supervisory capacities.

2-2 Instruction is the primary function of the teacher and his or her major efforts should be directed toward improving this process.

2-3 The Board shall continue its agreement of not discriminating against any teacher on basis of race, creed, religion, color, national origin, sex, marital status, or membership in any teacher organization.

2-4 The Local Education Organization shall continue to admit persons to membership without discrimination on the basis of race, creed, religion, color, national origin, sex, or marital status.

2-5 The Board recognizes that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organization for their professional and economic improvement, and that as a matter of individual choice, teachers are free to join or refrain from joining such organizations.

2-6 The Board of Trustees may change policy from time to time as the need exists. Such changes, when approved by official Board action, become Board policies, and are binding on all parties. Every effort will be made by the Board to honor existing agreements. Communication between the Board and the Local Education Organization will take place in advance of possible policy changes.

2-7 This Procedural Agreement shall be governed and construed according to the Constitution and laws of the State of Idaho.

2-8 The Board and the Local Education Organization recognize that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of Idaho, may not be delegated, limited or abrogated by agreement with an party. Accordingly, if any provision of this Agreement, or any application of this Agreement to any teacher covered hereby shall be found to be contrary to law, such provision or application shall have effect only to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

Procedural Agreement Article 3

Recognition

3-1 The Local Education Organization selected for the purpose of negotiations by the majority of the professional employees, except the Superintendent, Principals, and any other certificated personnel who function in administrative or supervisory capacities in Oneida School District #351, shall be the exclusive representative for all professional certificated employees in the district for purposes of negotiations.

3-2 The Board's designated representative(s) shall negotiate matters covered by this Procedural Agreement with the Local Education Organization.

3-3 Recognition of a Local Education Organization, once established as described in Procedural Agreement 3-4 shall be effective during each year of the term of this Procedural Agreement, or any renewal thereof. Within ninety (90) days and not less than sixty (60) days prior to December 31 of any year the Board may call for a new election to select the representative organization.

3-4 Any teachers' organization desiring to become the Local Education Organization must submit a written request to the Board of Trustees of Oneida School District #351 through the Superintendent for an election.

3-4-1 The written request must be accompanied by a petition signed by no less than thirty percent (30%) of the certified teacher employees (except the Superintendent, Principals, and any other certificated personnel who function in administrative or supervisory capacities) of Oneida School District #351.

3-4-2 The Written Request for an election together with the petition must be presented to the superintendent not more than ninety (90) days or less than sixty (60) days prior to December 31.

3-4-3 Petition forms to be used in filing a request for representative election shall be prepared by the Superintendent of Schools and be made available to members of the petitioning body upon written request to the Superintendent.

3-4-4 The forms of the petition shall be such as to indicate that those who sign are certifying that (1) they have read this Agreement of the District; (2) that they request the Board to call a representative election pursuant to provisions set forth in this Agreement, and (3) that, to the best of their knowledge, they are employees of the District who would be eligible for inclusion in the negotiating unit. A copy of this Agreement shall be attached to all petition forms.

3-4-5 Within thirty (30) days following the receipt of such petition, by the Superintendent of Schools, bearing the valid and certified signatures of at least thirty percent (30%) of the employees of the District who would be eligible for inclusion in the negotiating unit, the Board of Trustees shall cause notice to be posted for a period of (10) days in each school building, and the District Office. The notice shall include the following:

A. The date of the posting of the notice;

B. A statement to the effect that a petition has been duly filed with the Board requesting that a representative election be held and that such request has been entered into the minutes of the Board;

C. A statement to the effect that a representative election will be held on a specified date to determine which organization, if any, should be named the exclusive representative of the employees of the District pursuant to the provision of this agreement; and

D. A statement identifying persons eligible to vote in the election by reason of eligibility for inclusion in the unit.

3-4-6 The name of any organization limiting its membership to certificated employees of the District will be placed on the ballot for the representative election if the following are filed with the Superintendent of Schools at least ten (10) days prior to the date set for the election:

A. A copy of the constitution and by-laws of the organization-;

B. A statement naming the officers of the organization and giving the dates on which the terms of office for the named officers shall expire;

C. A statement, signed by the officers of the organization, certifying that the named officers have been duly authorized to represent the membership (if their group is declared the Local Education Organization) in seeking to establish a negotiated agreement with the Board of Trustees.

3-5 The Board of Trustees hereby agrees to call a representative election not less than fifteen (15) or more than thirty (30) days following the date of the expiration of the notices as set forth above. The form of the ballot, and the procedures and rules governing the conduct of the election and the canvassing of ballots, shall be established by the committee of an equal number of representatives from the Board and the organization(s) desiring to be listed on the ballot, and or such committee may agree upon an impartial party to conduct such election.

3-6 Voting in the election shall be limited to persons eligible for inclusion in the negotiating unit as set forth in this Agreement. The choices to be listed on the ballot shall include "no organization;" and the name of each organization which has been duly nominated for designation as the representative pursuant to provisions of this policy. The official eligibility lists shall be determined from the last payroll before the election.

3-7 The choice receiving a simple majority of the total number of votes of persons eligible to vote in the election shall, upon the canvassing of the ballots, be declared the designated choice of organization representation for a period

of one year beginning January 1 next following the designation of a representative group, and petitions for subsequent elections will be received not less than sixty (60) nor more than ninety (90) days prior to the expiration of the period of representation. If less than a simple majority of the eligible voters vote in a representative election, the Board shall determine that no organization has qualified for recognition and no run-off election shall be held. Further subsequent petitions may be received only in the month of October subsequent to the date of the election.

3-8 If more than two choices appear on the ballot and no choice receives a simple majority of the total number of votes cast, a run-off election shall be held within a period of fifteen (15) days. The choices appearing on the ballot at such an election shall be the two choices, including "No Representation," receiving the largest number of votes in the first election. All cost relating to the conducting of representative elections shall be born by the organization requesting the election.

3-9 At the next regular School Board meeting following the date of the representative election, or run-off election, the Committee (as selected above) shall officially canvass the ballots. Upon determining that an organization has been elected to be recognized as the representative of all personnel eligible for inclusion in the negotiating unit, the Board shall adopt a resolution so recognizing that organization for the period, purposes, and in accordance with the provisions set forth in this policy. Recognition will be automatically extended until the Board receives petitions for representation elections pursuant to this agreement.

3-10 In accordance with the guidelines as provided in this Agreement, the Superintendent of Schools shall call the initial election to permit employees of the District to determine whether an organization shall be recognized by the Board as representative of such employees.

3-11 This agreement shall take effect July 1, 2023 to June 30, 2024.

Procedural Agreement Article 4

Procedures for Negotiations

4-1 Negotiations may be initiated by a written request by either party.

4-2 PRESENTATION OF PROPOSALS At the first negotiation meeting the Oneida Education Association and the Board shall have prepared in writing a complete listing of items to be considered for negotiations. A copy of this listing will be provided **to** each member of each team. After this list has been submitted no other items shall be considered, unless mutually agreed upon by both parties. After this exchange of lists, negotiations shall begin.

4-3 EXCHANGE OF NAMES OF NEGOTIATING TEAM MEMBERS: On or before April 1, both parties shall exchange names of the Chair and members of the Negotiating Team.

4-4 MEMBERS OF NEGOTIATING TEAMS: Both teams shall represent their respective organizations and shall otherwise meet the requirements specified in this Agreement. Both teams shall have an identified Chair. Members on either team may not exceed three (3) members, including the Chair, at any one time. A majority from each team shall constitute a quorum. A meeting shall not be held if less than a quorum of each team is present.

4-5 LENGTH OF MEETINGS: Meetings will automatically be adjourned two (2) hours after the agreed upon starting time (this includes caucus time), unless both parties agree to extend the length of the meeting.

4-6 PLACE OF MEETINGS: Negotiations will be conducted in the Board of Trustee's regular meeting room unless another place shall be mutually agreed upon.

4-7 TIME OF MEETINGS: Negotiations meetings will be held at times mutually agreed upon by both teams, but not during regular school hours.

4-8 EXCHANGE OF INFORMATION: During negotiations, the Board and the Association will present relevant data, exchange points of view, and make proposals and counter proposals. The representative teams will endeavor to reflect the positions of the Board and the Association.

4-9 OPEN OR CLOSED NEGOTIATIONS MEETINGS: All negotiations meetings shall be open to the public. Team caucus meetings may be closed.

4-10 EXCHANGE OF MINUTES OF MEETINGS: Upon the request of either team, written minutes of a meeting will be exchanged.

4-11 NEWS RELEASES: News releases may be made by either party without permission or notice to the other party.

4-12 RATIFICATION: All items agreed to by both negotiating teams are tentative until ratified by the Association and the Board of Trustees. Ratification shall be on a total package of settlement and not individual items. Ratification will comply to the provisions as stated in Idaho Code.

4-13 CONTINUING AGREEMENT: This Agreement shall become part of the total negotiated agreement. This Agreement expires in its entirety on June 30, 2024 and must be renegotiated each succeeding year. This agreement having been agreed to by both the Board of Trustees of Oneida School District #351 and the Oneida Education Association, is effective as of the date set forth herein.

Master Agreement Article I

Recognition

I.A The Board of Trustees for the Oneida School District #351 recognizes the Oneida Education Association as the “Local Education Organization” as per Idaho Code 33-1272(2) for negotiations for all certified personnel of the School District with the exception of administrative personnel.

Master Agreement Article II

Association Rights

II.A Six (6) days annually shall be allowed for professional leave for the Oneida Education Association officers. These days shall be in addition to those days provided in Idaho Code 33-513.

II.B The president of the Oneida Education Association shall not be assigned duties during the term of his/her office.

Master Agreement Article III

Leaves

III.A Sick Leave

III.A.1 At the beginning of each school year (September 1), each employee shall be credited with fourteen (14) days of sick leave allowance.

III.A.2 The unused portion of such allowance shall accumulate without limit.

III.A.3 Sick leave may be used for absence caused by personal or family illness or emotional upset caused by accident or circumstances which render the employee incapable of carrying on his/her assigned duties.

III.A.4 Childbearing or adoption shall be considered as an illness of the employee.

III.A.5 Employees who use sick leave shall be charged by the half day or whole day rate.

III.B Sick Leave Bank

III.B.1 PURPOSE Each certificated employee of the District may participate in the Sick Leave Bank. To participate, each employee shall contribute one (1) sick leave day. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating certificated employees upon recommendation of the Sick Leave Bank Committee for the purpose of alleviating the hardship caused by the absence from work necessitated by extended or recurring illness.

III.B.2 APPLICATION 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.

III.B.3 GUIDELINES 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 Education Association Executive Board and the Board of Trustees. After complete review of the application, the Committee shall have the authority to make final decisions within the guidelines as to disposition of the case.

III.B.4 ELIGIBILITY 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; (2) have been absent from work due to illness or accident; and (3) days where his/her salary was reduced by the cost of a substitute, (4) must exhaust all of their current sick leave.

III.B.5 CONTRIBUTION For the initial year of membership, each participating employee shall contribute one (1) day of his/her accumulated sick leave to the Bank. If during the first year of operation, the number of days contributed shall be insufficient to meet the needs of the Bank, each member of the Bank will be assessed days by the Committee to meet the needs of the Bank. Each subsequent year of the Bank's operation, the Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. Not to exceed 2 days per year. Any member leaving the district who cannot take his/her sick leave with him/her shall be allowed to donate unused days to the sick leave bank. To initiate this process the member shall write a letter stating his/her desire to donate his/her unused sick leave days to the district sick leave bank.

III.B.6 MAXIMUM DAYS GRANTED The maximum number of days that may be granted in any 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 a greater amount of pay from the District than his/her annual salary for that year.

The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.

III.B.7 EXCESS DAYS Bank grants to individual 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 certificated employee does not use all of the days granted by the Bank, the unused sick leave days will be returned to the Bank.

III.B.8 COMMITTEE The Sick Leave Bank Committee shall consist of two (2) members (one certified and one classified) from each building and a district office representative (the Superintendent or his appointee). The Committee shall develop and distribute the rules and procedures for the orderly administration of the Bank. The Committee shall also be responsible for reporting to the District Business Office the name of contributors and the number of days contributed. The Committee shall be responsible for reporting all days granted to any certificated employee by the Sick Leave Bank and any other information necessary to maintain an adequate accounting of the operation. The Association will work with admin to build the committee and administer the sick leave bank as necessary.

III.C Bereavement Leave

III.C.1 Employees shall be allowed one week or four (4) workdays for immediate family (parents, spouse or children). These days may be taken anytime within a two-week period. Three days shall be given for in-laws and additional days, if needed, will be given at the discretion of the principal. One day will be given for all other family members. Grandparents may be counted as immediate family where they have acted as parents.

III.C.2 Employees will be allowed one-half day per year to be used at their discretion to attend funerals of friends or acquaintances.

III.D Personal Leave

III.D.1 Employees will be given 35 hours of personal leave each year. Any unused personal leave at the end of the school year will be paid for at the rate of \$10.71 per hour for an 8.5-hour day or \$91.04 / day. The employee will be allowed to purchase twenty-one (21) hours of personal leave per year at the certified substitute rate of pay. Any additional time taken will then be charged at the employee's daily rate of pay.

III.D.2 Personal leave prior to or following a holiday weekend may be denied based on sub availability and numbers of teachers out of the building.

III.D.3 The employee will only be allowed to carry over 35 hours each year with a maximum of 70 hours per year total. These will be accrued from the 35 paid hours each year only.

III.D.4 Any employee using personal leave shall be charged by the hour(s) missed rather than the one half or one whole day rate.

III.E Maternity Leave

III.E.1 Teachers are required to use their own sick leave for "paid" maternity leave and if more days are needed, they can ask to have up to twelve (12) days donated to them at the time of birth, from any staff who would like to donate a day/days.

III.E.2 Unpaid maternity shall be granted for up to two full years. An employee on maternity leave shall retain the same position on the salary schedule and the unused sick leave accumulated.

III.E.3 The employee taking maternity leave will be granted a 90 day leave on the group insurance. After the 90 days, she must either go on Cobra insurance or drop from the district's plan. When she returns to work, she will have to apply again for insurance.

III.F Extended Illness

III.F.1 Any tenured teacher who needs to take a one-year leave of absence for serious personal or family health reasons will be given their same position the following year.

III.G Military

III.G.1 Any employee who has been called to active duty with the military shall be paid either his/her school pay or the military pay, whichever they choose. The employee shall retain all benefits, salary, and seniority as though employment had been continuous in the district. Upon his/her return to the district, the employee shall be placed in the same position last held in the district.

III.G.2 The employee taking military leave will be granted a 90-day leave of absence on the group insurance. After the 90 days, he/she must either go on Cobra insurance or drop from the district's plan. When he/she returns to work, he/she will be added to the insurance as if they were never dropped.

Master Agreement Article IV

Work Year

IV.A A day or a minimal day at the end of the school year shall be provided for grading.

IV.B Should the five-day week be reinstated, students will be released on Fridays at 1:30 p.m. with teachers staying for in-service or planning until 3:00 p.m. Teachers will participate in department meetings, cross curriculum planning, grading, in-service or any faculty related projects.

IV.C Extracurricular practices may begin immediately after school.

IV.D For the 2023-2024 year, a team of teachers will be identified, who will then work with the Superintendent to discuss teacher hours and calendar days.

Master Agreement Article V

Duties

- V.A** Two (2) para-professionals shall be hired at the elementary to do noon duty. Two para-professionals will be hired at each secondary building- middle and high school – to do noon duty. The District is under no obligation to provide the secondary positions if no one applies.
- V.B** Teachers shall have a 30-minute duty free lunch, which shall not be included in the work day.
- V.C** A building administrator may require a teacher to substitute in a class he or she is not regularly scheduled to teach. Certified staff performing duties concurrently, that is, performing two responsibilities at the same time, shall be compensated as the certified, short-term bachelor's level compensation rate. Certified staff supervising a combination of classes or providing substitute services during preparation time qualify for the additional compensation.
- Payment may be requested after the teacher has accumulated no less than one-half (1/2) day of substitute service. The teacher must submit a substitute time card to the payroll office. It is required that the time card be signed by the teacher and the applicable building principal or assistant principal, certifying the dates and number of hours of substitute service. Upon receipt, the payroll office will include the additional payment in the teacher's regular paycheck received in the month following the month of voucher submission.
- If, by the approach of the school year's end, it is not foreseeable that a teacher will accumulate the minimum amount of substitute time required for submission to payroll, the teacher shall be entitled to receive, in lieu of compensation, compensatory time, calculated at the rate of one hour of compensatory time for each hour of substitute service for which the teacher has not and will not be paid. Compensatory time shall be arranged with the building principal to be taken before the end of the school year. Compensatory time must be taken outside the instructional portion of the workday. In no case shall substitute compensatory time be carried over into the next school year.
- V.D** Special education teachers will be granted paperwork days as needed with approval from the Special Education Director. This would be on an as-needed basis.

Master Agreement Article VI

Professional Improvement

VI.A The district shall provide five (5) days per school year for professional development and in-service.

VI.B The district shall allow three (3) teachers from each building to attend Teacher institute sponsored by the State Department of Education.

VI.C The district shall pay up to \$750.00 per teacher for six (6) college credits needed to meet re-certification in each five-year certification period. Credits must be approved by the superintendent prior to taking the classes.

VI.D The District will pay \$75.00 toward teaching certification renewal.

VI.E The District will arrange for two (2) continuing education credits to be granted for professional development attended by staff. The District will cover the cost of registration and credit fees for those courses.

VI.F The District will pay up to six (6) hours of time for safety/health protocols and online curriculum development at the curriculum rate of \$14/hour.

Master Agreement Article VII

Professional Compensation

VII.A Employees who do extra duties at night games shall be paid by the individual school.

VII.B The District shall reimburse the amount given for travel meals to \$10/breakfast, \$12/lunch and \$20/dinner. Mileage will be reimbursed at the GSA rate when school district car is not available or when pre-approved by Superintendent to use your own vehicle. When you choose to use your own vehicle, even if a school car is available, you will be reimbursed at the rate of \$0.30 per mile.

VII.C The District shall pay \$200 classroom supply money for each teacher in the high school, \$250 for each teacher in the middle school, and \$300 for each teacher in the elementary school.

VII.D The District will make a new laptop computer available to teachers at the beginning of the 2020-2021 school year. After four years, it will become the property of the teacher.

VII. E Salary Schedule

2023-2024 Salary Schedule

*\$1000 Salary Enhancement will be added for full time teachers and pro-rated for part time teachers. This enhancement will be paid at Christmas.

STEP	BA	BA +24	MA or MS
R1	47,418	49,418	50,918
R2	48,288	50,288	51,788
R3	49,160	51,160	52,660
P1	50,290	52,290	53,790
P2	52,073	54,073	55,573
P3	53,855	55,855	57,355
P4	55,637	57,637	61,137
P5	57,419	59,419	60,919
P6*	58,300	60,300	61,800
AP1	60,533	62,533	64,033
AP2	62,005	64,005	65,505
AP3	63,465	65,465	66,965
AP4	64,913	66,913	68,413

*P6 is for teachers who are entering their 14th year with the District, and teacher does not qualify the Advanced Professional Rung.

Master Agreement Article VIII

Insurance Provisions

VIII.A The Oneida School District will provide health/dental/vision insurance for all full-time district employees through the “Office of Group Insurance” (OGI). Employee-only coverage will be paid 100%.

Master Agreement Article IX

Vandalism Fund

IX.A The District will cover a maximum of \$100 of an employee's personal insurance deductible resulting from the damage to or theft of personal property while the employee is working at school or attending a school function in Malad. The damage or theft of said property must be reported to and verified by a school administrator or local law enforcement office before leaving the premises.

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Master Agreement Article X

Pay for Performance/Advanced Professional Endorsement and Evaluations

X.A The Oneida Education Association may be involved in the discussion of procedures concerning Pay for Performance, Common Core, Smarter Balance assessments, and Advanced Professional Endorsements.

Master Agreement Article XI
Transparency

- XI.A** The District shall post monthly payables and revenues with Association input to help ensure best value for dollars spent. This information will be posted to the District website each month, so teachers can access it. This will include salaries, expenses, and revenues. Meetings to discuss finances can be requested by the Association as needed.
- XI. B** The District shall post the Master Agreement to the District website. The Agreement will be updated on the website no later than thirty (30) days following the ratification of the Agreement by both parties.

Master Agreement Article XII

Duration

XII.A The provisions of this Agreement will be effective as of July 1, 2023, and will continue and remain in full force and effect until June 30, 2024.

XII.B 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.