

AGREEMENT

between

BLAINE COUNTY SCHOOL DISTRICT NO. 61

and

BLAINE COUNTY EDUCATION ASSOCIATION

for 2024-2025

TABLE OF CONTENTS

<u>PREAMBLE</u>	3
ARTICLE I <u>Agreement</u>	3
ARTICLE II <u>Savings Clause</u>	3
ARTICLE III <u>Grievance</u>	3
ARTICLE IV <u>Certified Professional Employee Protection</u>	7
ARTICLE V <u>Certified Professional Employee Evaluation</u>	8
ARTICLE VI <u>Insurance</u>	10
ARTICLE VII <u>Sick Leave Bank</u>	10
ARTICLE VIII <u>Leaves</u>	12
ARTICLE IX <u>Association Rights</u>	16
ARTICLE X <u>Extracurricular / Supplemental Salaries</u>	17
ARTICLE XI <u>Salaries</u>	18
ARTICLE XII <u>Career Ladder</u>	19
ARTICLE XIII <u>Committee Work</u>	19
ARTICLE XIV <u>Professional Development</u>	20
ARTICLE XV <u>Workday</u>	21
ARTICLE XVI <u>Work Year</u>	21
ARTICLE XII <u>Duration of Negotiated Contract</u>	22
<u>MEMORANDUM OF UNDERSTANDING</u>	23

NEGOTIATED CONTRACT

2024-2025

PREAMBLE

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

The Association and the Board agree:

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

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

ARTICLE I - AGREEMENT

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

ARTICLE II - SAVINGS CLAUSE

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

ARTICLE III – GRIEVANCE

DEFINITIONS

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

A "*day*" as used in Article III shall mean any day school is in session within the regular school year as shown on the official school calendar. If the grievance extends beyond the regular school year, a "*day*" means any day, Monday through Friday, exclusive of holidays. If a grievance is filed which might not be finally resolved under the time limits set forth herein prior to the end of the school year, then the time limits set forth herein may by mutual agreement be reduced so that the grievance procedure will be concluded prior to the end of the school year, or as soon thereafter as is practical.

PURPOSE

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

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

PROCESS

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

PRELIMINARY EXPECTATION

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

LEVEL ONE:

1. The certified employee shall submit the grievance in writing using the provided Initial Grievance Report Form to his/her immediate supervisor within twenty (20) days of the incident giving rise to the grievance. The grievant has the right to have Association representation.
2. Within seven (7) days of receipt of the grievance, the immediate supervisor shall provide a written response to the employee.

LEVEL TWO:

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

LEVEL THREE:

1. If the certified employee is not satisfied with the Superintendent's/designee's response or lack of response within the seven (7) day time frame provided, the certified employee may contact the Board Clerk in writing and request a review of the grievance by a hearing panel within ten (10) days from the date of the Superintendent/designee's response.
2. Within fifteen (15) days of receipt of a request for hearing, the Board of Trustees shall convene a panel consisting of four (4) persons: one (1) hearing officer who shall preside over the hearing; one (1) designated by the Board of Trustees; one (1) designated by the certified employee; and one (1) neutral party agreed upon by the two (2) appointed members for the purpose of reviewing the grievance. All parties may produce witnesses and evidence of every description relevant to the grievance. The hearing officer shall be a licensed mediator or attorney, mutually agreed-upon by the BCEA and Board of Trustees. He/she shall provide process-related guidance to the panel and ensure that all evidence is considered prior to the panel rendering a final decision. The hearing officer shall preside with neutrality, relative to the grievance and shall not vote. The hearing officer shall ensure that no member of the panel has a conflict of interest.
3. Within five (5) days following completion of the review, the panel shall submit its decision in writing to the employee, the Superintendent, and the Board.
4. The panel's decision shall be the final and conclusive resolution of the grievance unless the Board of Trustees overturns the panel's decision by resolution at the Board of Trustees' next regularly scheduled public meeting or

unless within forty-two (42) calendar days of the filing of the Board's decision, either party appeals to the district court in the county where the school district is located. Upon appeal of a decision of the Board of Trustees, the district court may affirm or set aside and remand the matter to the Board of Trustees upon the following grounds, and shall not set the same aside on any other grounds:

- a. That the findings of fact are not based on any substantial, competent evidence;
- b. That the Board of Trustees has acted without jurisdiction or in excess of its powers;
- c. That the findings by the Board of Trustees as a matter of law do not support the decision.

SUPPLEMENTAL GRIEVANCE CONDITIONS

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

BLAINE COUNTY SCHOOL DISTRICT NO. 61

INITIAL GRIEVANCE REPORT FORM

Aggrieved Person _____ Date Filed _____

Location _____ Position _____

1. Statement of grievance and the nature of the complaint. **Must indicate** the policy/Master Agreement which has been violated or give statement specifically identifying how aggrieved was treated unfairly. Must provide evidence or documentation of the violation. Attach additional sheet of paper, if necessary.

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

3. Date alleged violation(s) occurred:

4. Names of all persons who could testify:

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

Signature of Aggrieved

Date

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

ARTICLE IV – CERTIFIED PROFESSIONAL EMPLOYEE PROTECTION

Nothing contained herein shall be construed to deny or to restrict any certified professional employee such rights as she/he has under the laws of Idaho and the United States or other applicable laws, decisions, and regulations.

NOTIFICATION OF VACANCIES

Vacancies may be declared in-district and out-of-district. All vacancies shall be posted per District Policy – [Recruitment of Certified Personnel](#). Employees who apply meeting the following criteria will be offered at least one interview, for a certified, non-administrative position, during each hiring season by an administrator in each school in which a vacancy occurs:

1. Continuing contract, and
2. Properly certified and endorsed, and
3. Regular status and not on a plan of probation

In-Building Reassignments: The District reserves the right to assign, reassign, and transfer personnel in the best interests of educational practice. Principals shall consider the following criteria: properly certified and endorsed, teacher preference and seniority (longevity in the district based on Board hire date without penalty for approved leave of absence(s)).

Certified staff members involved in a plan of improvement or plan of probation will not be considered for a transfer.

TRANSFERS

When transfers between buildings and changes in teaching discipline are necessitated by programming and district needs, there are two types of transfers considered for the welfare of students: Voluntary and Involuntary.

Any staff member wishing to transfer to another school, work location, or in-building reassignment for the following school year shall notify Human Resources, on a district provided Application for Consideration for Transfer Form, of their desire to transfer or be reassigned by February 1. Staff being reduced due to reallocation, displacement, or Leave of Absence (LOA) must also fill out an Application for Consideration for Transfer Form by February 1. Every effort will be made to honor transfer preferences, taking into consideration the criteria listed below.

1. Voluntary Transfers

The District shall consider:

- a. Staff being reduced due to reallocation, displacements, or LOA; and
- b. Certified staff who submitted a transfer form to Human Resources before February 1.
 - i. Certified staff who did not submit a transfer form before the deadline will need to apply as an out-of-district applicant to be considered with the regular candidate pool.

The District shall use the following criteria, not necessarily in this order:

- a. Seniority (longevity in the district based on Board hire date without penalty for approved leave of absence(s)),
- b. Contract status (Cat I, II, III, Renewable),
- c. Properly certified and endorsed for the position,
- d. Teacher preference,
- e. Displaced/LOA status.

Once transferred, certified staff members will not be eligible for another district-wide transfer for two (2) years. They can still participate in in-building reassignment.

If a displaced or returning LOA employee declines an offered position, the District has fulfilled that obligation for placement. The certified staff member will need to apply as an out-of-district applicant.

2. Involuntary Transfers are considered after there have been no volunteers for reassignment or voluntary transfers. When involuntary transfers are necessitated by reallocation of full-time equivalency and/or position, the following steps shall be applied to decide on who is required to relocate: These steps will apply in the following order:

- a. Seniority (longevity in the district based on Board hire date without penalty for approved leave of absence(s))
- b. Properly certified and endorsed
- c. Teacher preference
- d. Drawing lots

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

EMPLOYEE PERSONNEL FILES

Will follow and adhere to [Idaho Code 33-518](#).

APPEARANCES BEFORE EMPLOYER

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

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

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

STAFF PROTECTION

When a staff member(s) reports a major incident (a threat, pushing, unwelcome physical contact, verbal assault, harassment, property damage, etc.) involving a student to administration, the building administrator will determine a temporary alternative placement for the student until they are able to follow up with the affected staff member(s). This follow up will happen as soon as possible (within 2 business days) and prior to the student returning to the classroom to establish a plan of action for a timely classroom reentry with necessary needed support. Within the following ten (10) business days of being notified, the administrator, in conjunction with any other necessary team members (parent(s)/guardian(s), student involved, the teacher affected, social worker, counselor, HR, Title IX compliance officer, SRO, etc.) will assess if something further needs to be done and how to proceed.

Possible examples could be:

- Allow team members time to create workable solutions to resolve the threat/harassment, etc.
- A thorough threat assessment to ensure safety and constructive resolution.
- Discuss student classroom re-entry plan that accounts for staff and student safety.
- Take time to collaboratively debrief with affected parties and evaluate next steps.

The level of involvement of the affected staff member in the staff safety process should be evaluated by the administrator and/or admin designees, with the minimum being inclusion in all legally acceptable communications and the maximum being direct involvement in the resolution process with the student.

If the major incident is repeated or remains unresolved then the staff member has the right to representation and to formally meet with the superintendent or designee to create a workable solution to resolve staff safety concerns.

ARTICLE V – CERTIFIED PROFESSIONAL EMPLOYEE EVALUATION

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

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

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

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

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

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

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

1. A recommendation to place an above-mentioned employee on probation shall be made in writing to the Superintendent and the Board of Trustees.
2. The Board of Trustees shall consider probationary status in executive session. If the consideration results in probationary status, the individual on probation shall not be named in the minutes of the meeting. A record of the decision shall be placed in the teacher's personnel file.
3. The Board of Trustees shall then provide written notice to the employee providing the following:
 - a. The length of the probationary period.
 - i. This period shall be a minimum of eight (8) weeks.
 - b. The reasons for such probationary period.
 - c. The provisions for adequate supervision and evaluation of the employee's performance during the probationary period.
 - i. The supervisor and the building principal, if he/she is not the supervisor, the certified professional employee on probation, and at least two (2) other staff members (one selected by the supervisor and/or building principal, and one selected by the probationary employee), will meet at least once per month to advise and assist the employee who is on probation.
 - ii. During the probationary period, the supervisor and/or the building principal will conduct at least one (1) monthly documented observation of the employee on probation.
4. For category 3 contract employees: At the end of the probationary period, action shall be taken by the Board as to whether the employee is to be retained, immediately discharged, discharged upon termination of the current contract or reemployed at the end of the contract term under a continued probationary status.
5. For renewable contract employees: At the end of the probationary period if the Board of Trustees takes action to immediately discharge or discharge upon termination of the current contract an employee whose contract would otherwise be automatically renewed, the action of the Board shall be consistent with the procedures specified in [Idaho](#)

[Code 33-513\(5\)](#), and furthermore, the Board shall notify the employee in writing whether there is just and reasonable cause not to renew the contract or to reduce the salary of the affected employee, and if so, what reasons it relied upon in that determination.

6. If the Board of Trustees takes no actions against the renewable contract employee they shall be placed back on regular status.

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

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

ARTICLE VI - INSURANCE

The Board shall provide, without cost to the certified professional employee who is employed on a 1.0 full-time equivalency (FTE) contract the following on a continuous twelve-month basis:

1. Employee Health Insurance
2. Employee Dental Insurance
3. Employee Vision Insurance
4. Employee Assistance Plan
5. Employee Group Life Insurance in the amount of Eighty Thousand Dollars (\$80,000)

A certified professional employee with a contract equivalent to at least half (0.5) FTE but less than full-time (1.0) FTE shall cover 100% of their share of the costs, for medical, dental, and vision, proportionate to their FTE

Examples:

1. A 0.5 FTE certified professional employee in the District would be responsible for the following cost:

District Pays	Employee Pays
50%	50%

2. A 0.75 FTE certified professional employee in the District would be responsible for the following cost:

District Pays	Employee Pays
75%	25%

Individuals working 0.5 FTE to 0.99 FTE during the 2024-2025 school year will be exempt from this change until the 2025-2026 school year.

Insurance Committee:

The insurance committee consisting of the following people will convene as needed to evaluate and research benefit options prior to that year's negotiations. Specifications shall be similar to the health and dental plans in existence during the current school year. The committee will consist of the following members:

Three (3) Association representatives
Two (2) District Office representatives
One (1) Board Member

ARTICLE VII - SICK LEAVE BANK

INTRODUCTION

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

that will be available to all eligible participating certified professional employees upon recommendation of the Sick Leave Bank Committee.

APPLICATION

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

ELIGIBILITY

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

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

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

RULES AND REGULATIONS

The Sick Leave Bank shall be governed by a committee consisting of two (2) members appointed by the Association, one (1) Finance Director, and one (1) Human Resources Director. The committee shall be responsible for reporting to the District Office all days granted by the Bank to an employee, and any other information necessary to maintain an adequate accounting of the operation.

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

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

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

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

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

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

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

ARTICLE VIII - LEAVES

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

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

TERMS:

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

SICK LEAVE

DEFINITIONS

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

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

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

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

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

BEREAVEMENT LEAVE

Employees shall be granted up to five (5) days Bereavement Leave annually for a death(s) in the employee's family. There shall be no loss in pay during such Leave. Bereavement Leave is non-cumulative. In the event an employee has exhausted all his/her Bereavement Leave, see Sick Leave.

PERSONAL LEAVE WITH PAY

1. Personnel shall be granted personal leave at full pay to be taken at the convenience of the District. A principal/supervisor may deny or limit approval of personal leave on any given day based on the needs of the school.
2. Each employee will earn three (3) personal days per school year. Personal leave days are accrued at the rate of one for every one-third of the employee's year. If the employee is hired for less than the full year, the number of personal days will be prorated. These days may be taken as full or half days or any combination thereof. A personal leave day is defined as the number of hours the employee works each day. If, at the time of termination, an employee has used personal leave in excess of that which was earned, it shall be deducted from his/her final paycheck.
3. Employees can carry over up to two (2) unused Personal days which will be automatically rolled over into the following school year. These accumulated unused Personal days may not exceed five (5) days in any one school year. Employees have the option to convert unused days into Sick Leave days if they have used Sick Leave during the school year. An employee may choose to be paid for any unrolled remaining days, up to two (2). Employees must notify Human Resources by the last day of the school year to request conversion and/or compensation for any unrolled remaining days, up to two (2). Compensation will be at the Certified Guest rate.
 - a. Retiring Employees - Employees who have notified Human Resources of their intent to retire from the District at the end of the school year are not subject to the rollover provision. Employees have the option to convert unused days into Sick Leave days if they have used Sick Leave during the school year. Employees can also choose to be paid for any remaining days, up to two (2). Employees must notify Human Resources by the last day of the school year to request conversion and/or compensation for any remaining days, up to two (2). Compensation will be at the Certified Guest rate.

4. Personal leave days within the first and last two (2) weeks of school:
Personal leave days are discouraged from use during the first two (2) weeks and the last two (2) weeks of school. Such leaves shall be for substantial and reasonable cause. Anyone wishing to use personal leave during this time must submit a written request to the building principal with as much advance notice, as possible, for consideration. The request must specifically state why the employee wishes to use his/her personal leave days. Requests denied may be considered for leave without pay.

MATERNITY LEAVE

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

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

LEAVE WITHOUT PAY

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

JURY DUTY AND SUBPOENA FOR COURT APPEARANCE

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

LEAVE TO BECOME CANDIDATE FOR PUBLIC OFFICE

1. A teacher has the right to become a candidate for public office and to serve in such elective office unless there is a specific legal prohibition. Regularly appointed teachers who have completed at least four (4) continuous years of service will be granted leaves of absence without pay in order to run for, or serve in public office.
2. An extended leave of absence to become a candidate for public office is a leave of absence for political activity and political service. All leaves for political activity are granted with the provision that the employee shall make it clear that all statements and actions are those of the individual.
3. A request for leave to become a candidate for public office must be submitted in writing to the Superintendent of Schools with a copy to the principal or immediate supervisor, at least thirty (30) days prior to the effective date of the leave. Such request must include the length of time for which the leave is desired.
4. An employee who is appointed to or elected to a full-time political or public office for a period of more than two (2) years is not eligible for a leave to become a candidate for public office.
5. An employee who is on an extended leave of absence to serve in public office shall submit a written request to the Superintendent to return to active service. Such request must be on file in the personnel office on or before the first day of February of the prior school year indicating the employee's intent to return. The employee will return to active

service in the position served prior to the leave, if it is available. If the same position is not available, the employee will be assigned to a position for which he/she is qualified. Such assignment will commence at the beginning of the school year following receipt of the request to return to active service.

6. In no manner will this type of leave be considered as personal leave or professional leave.

PROFESSIONAL RELEASE TIME

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

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

UNPAID LEAVES OF ABSENCE

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

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

SABBATICAL LEAVE OF ABSENCE

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

The Board shall review all requests for unpaid leaves of absence at the regular February Board of Trustees meeting. Authorization of unpaid leaves of absence shall occur after the Board has reviewed the total number of requests received for the year in which leave will be taken and when it deems such leaves of absence to be reasonable and for good cause. Unpaid leaves of absence shall be granted for the purpose of allowing those certified professional employees to continue professional education and advancement through employment, research, travel, rest, formal education, or other reasons acceptable to the Board.

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

CHILD-REARING LEAVE OF ABSENCE

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

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

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

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

ARTICLE IX - ASSOCIATION RIGHTS

1. The Association and its representatives shall have the right, and accept responsibility, to use school buildings, facilities, and equipment at all reasonable hours for meetings. All meetings must be scheduled and held under the existing Policy of School District No. 61. While engaged in professional Association activities, there will be no rental fee assessment. For other functions, such as fund-raising activities, the Association may be charged according to the rental fee schedule.
2. The Association and its representatives shall have the right to reasonable use of District communication technology such as: local fax, e-mail, intra-district mail, copy machines, phones, etc., for Association business. Any long distance charges, etc., shall be reimbursed; all netiquette and network policies shall be adhered to.
3. Representatives of the Association shall be permitted to transact Association business on school property at all reasonable times, provided that this shall not disrupt normal school operations. Association business shall not be conducted in the presence of students. Visitors must follow proper procedures for entering into any building during school hours by checking in at the school office.
4. The Association shall have the right to post notices of professional activities and matters of Association concern in each school faculty room. The Association shall be responsible for the content of all Association information posted.
5. The Board shall make available for inspection to the Association upon its request, any and all public information relevant to Association business or necessary for the proper enforcement of the terms of this Agreement.
6. A copy of all unofficial Board minutes subject to Board amendment and approval shall be sent to the Association President.
7. The Association shall be given sufficient time, not to exceed thirty (30) minutes, at the orientation meeting for new certified professional employees for the purpose of presenting an explanation of Association activities.
8. The Association shall be granted twenty-five (25) days of non-cumulative release time per school year. Use of these release days shall be at the discretion of the Association Representative Council.
9. When the Blaine County School District Policy Committee convenes to discuss District Policy - Certified Staff

Reduction in Force the Blaine County Education Association will appoint three (3) BCEA members to serve as ad hoc members on the Policy Committee.

10. When the Blaine County School District Policy Committee convenes to discuss District Policy - [Class Size](#), the Blaine County Education Association will appoint three (3) BCEA members to serve as ad hoc members on the Policy Committee.
 - a. One (1) Elementary BCEA Member
 - b. One (1) Middle School BCEA Member, and
 - c. One (1) High School BCEA Member

ARTICLE X - EXTRA CURRICULAR / SUPPLEMENTAL SALARIES

The assignment of personnel and the determination of duties for extra-curricular and supplemental activities are the responsibility of the Board, and will be based on the request of the Principal, Superintendent or his/her designee and consistent with Idaho State Law. In accordance with Idaho Law there will be no club stipends.

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

1. Mentors shall be assigned to teachers in their first two years of the profession, by their building principal consistent with Idaho Code 33-512(17). This role requires additional days beyond the standard contract, as well as ongoing support for the new teacher throughout the year. Mentors shall receive a stipend of \$1,200 per school year.
2. Building Leadership Team members will be assigned by the building principal, with up to nine (9) per school. This role requires additional days beyond the standard contract, as well as participation in regular meetings and leadership opportunities throughout the year. Building Leadership Team members will receive a stipend of \$1,000 per school year.
3. Guiding Coalition Team members will be assigned by the District Leadership Team, with recommendations from building principals, and will include a total of one (1) representative per building. This role requires additional days beyond the standard contract, as well as participation in regular meetings and leadership opportunities throughout the year. Guiding Coalition Team members will receive a stipend of \$2,000 per school year.
4. Department Chairs will be paid at a flat rate with no cost-of-living adjustments (COLA)
 - a. Middle School Department Chairs shall receive \$1,320.00/year. All other Department Chairs shall receive \$1,920.00/year.
 - b. Each Elementary or K-8 school will form a committee to select one or two Lead Teachers with a stipend of \$1,800.00/year per teacher. The final determination will be made by the building administrator.
 - c. Carey School will have Elementary and Secondary Department Chairs.

EXTRA-CURRICULAR SALARY SCHEDULE

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

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

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

ARTICLE XI - SALARIES

2024-2025 CERTIFIED SALARY SCHEDULE

	BA + 0	BA + 9	BA + 18	BA + 27	BA + 36	MA + 0 BA + 45	MA + 9
1	\$ 58,013.64	\$ 59,263.64	\$ 60,513.64	\$ 61,763.64	\$ 63,013.64	\$ 64,263.64	\$ 65,513.64
2	\$ 59,754.05	\$ 61,041.55	\$ 62,329.05	\$ 63,616.55	\$ 64,904.05	\$ 66,191.55	\$ 67,479.05
3	\$ 61,546.67	\$ 62,872.80	\$ 64,198.92	\$ 65,525.05	\$ 66,851.17	\$ 68,177.30	\$ 69,503.42
4	\$ 63,393.07	\$ 64,758.98	\$ 66,124.89	\$ 67,490.80	\$ 68,856.71	\$ 70,222.61	\$ 71,588.52
5	\$ 65,294.86	\$ 66,701.75	\$ 68,108.63	\$ 69,515.52	\$ 70,922.41	\$ 72,329.29	\$ 73,736.18
6		\$ 68,702.80	\$ 70,151.89	\$ 71,600.99	\$ 73,050.08	\$ 74,499.17	\$ 75,948.26
7		\$ 70,763.89	\$ 72,256.45	\$ 73,749.02	\$ 75,241.58	\$ 76,734.15	\$ 78,226.71
8				\$ 75,961.49	\$ 77,498.83	\$ 79,036.17	\$ 80,573.51
9				\$ 78,240.33	\$ 79,823.79	\$ 81,407.26	\$ 82,990.72
10					\$ 82,218.51	\$ 83,849.47	\$ 85,480.44
11					\$ 84,685.06	\$ 86,364.96	\$ 88,044.85
12					\$ 87,225.61	\$ 88,955.91	\$ 90,686.20
13					\$ 89,842.38	\$ 91,624.58	\$ 93,406.79
14						\$ 94,373.32	\$ 96,208.99
15						\$ 97,204.52	\$ 99,095.26
16						\$ 100,120.66	\$ 102,068.12

1. The above salary schedule has been adopted for the 2024-2025 school year. Each step will be a 3% increase, initial lanes placement will be a \$1,250 increase with the exception of lane MA + 0.
2. Contingency Language - If the actual support units, as determined by The State Department of Education on the first Friday of November, are three (3) or more over the budgeted support units, the total value will be calculated (while subtracting any new positions not accounted for) and distributed as a one-time payment, to be included (to all staff) in the December paycheck which will be proportionate to assigned FTE.
3. Initial placement of certified professional employees will be at BA + 0, on the salary schedule until employment verification(s) are received and verified showing 120 or more days during one (1) school year of full-time experience or two (2) years (120 days each year) of half-time experience in a public school recognized by a State, an accredited private or accredited parochial school, or an accredited college or accredited university.
4. Speech Language Pathologist, Occupational Therapist, School Social Worker, School Nurse and School Psychologist shall be given an additional 5 years of experience on the Certified Salary Schedule beyond experience accepted by the State of Idaho.
5. Career technical education instructional staff holding an occupational specialist certificate shall be given half a year of experience as accepted by the State of Idaho for each year of industry experience in a field closely related to the subject they seek to teach, up to 8 years of industry experience may be brought in.
6. Original transcripts verifying education and letters verifying experience must be on file in the District Office on or before the last Friday in September for individuals hired before the first day of school, and within 30 business days if hired after the first day of school of the current contract year in order to be considered for placement. While initial placement on the Certified Salary Schedule is based on years of experience, after the initial placement, movement on the salary schedule therefore has no basis in experience, and the steps are strictly placement and not a basis in years of experience.
7. Advancement: 120 or more days during one (1) year of full-time experience or two (2) years (120 days each year) of half-time experience in the District shall be used for the purpose of advancement on the salary schedule.

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

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

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

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

Administrator or designee will provide Additional Hours Link through email on a daily or weekly basis. The District Additional Hours Link will be filled out by the certified employee, verified by the administrator or designee, and share with HR/Finance monthly.

ARTICLE XII - CAREER LADDER

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

Three (3) BCEA members (Elementary, Middle, High School)

Four (4) members of the Superintendent’s Cabinet (Superintendent, Assistant Superintendent, HR Director, Finance Director)

Two (2) Principals (Elementary and Secondary)

BCEA President or designee

ARTICLE XIII - COMMITTEE WORK

DEFINITIONS

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

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

PROCESS

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

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

ARTICLE XIV - PROFESSIONAL DEVELOPMENT

Professional Development duties should be related to District goals and objectives and/or the certified employee's professional duties. These duties must have a direct benefit to students, the District, and the employee. Such expenses shall be limited to workshop registrations, college or university credits (required textbooks/supplies for such classes will also be reimbursed), subscriptions to professional journals and memberships, certification fees, and travel reimbursement (mileage, flights, meals, lodging, etc.). Travel reimbursement must be for attendance at an approved workshop/conference or to attend an accredited college/university class. Any foreign travel must be limited to an accredited language immersion program through a university/college in the United States. The Professional Development Account may not be used to purchase classroom/student supplies, Association dues, or to attend an athletic conference or workshop.

INDIVIDUAL PROFESSIONAL DEVELOPMENT

1. The Board shall provide each certified employee an Individual Professional Development Account in the amount of \$400 each fiscal year. Any reimbursement request for this \$400 must be approved by the building principal. Funds remaining in an employee's individual account on June 30th will be rolled into the Professional Development Bank. These funds will be segregated and tracked in a designated district fund.
2. Professional Development duties should be related to district goals and objectives and/or relate to the development and improvement of certified employee's professional duties. These duties must have a direct benefit to students, the District, and the employee, and be approved by the building principal or designee.

CERTIFIED PROFESSIONAL DEVELOPMENT BANK

For any professional development request above and beyond the current balance of the individual professional development account and paid for by the District, the employee must be willing to share what they learned with other related staff members in a professional setting.

1. Each certified employee may apply for up to \$1,500 from the Professional Development Bank each school year.
2. The funds from an employee's Individual Professional Development Account in the amount of \$400 must be spent prior to receiving any additional funds from the Bank.
3. Certified employees must complete the Professional Development Bank Application to request bank funds. These requests will be reviewed by the Professional Development Bank Committee and either approved or denied based on criteria listed above. All PD Bank Application funds are approved by the PD Bank committee and not by the building principal or district office designee

The committee shall consist of at least the following members:

Three (3) BCEA members (At least one Elementary and one Secondary)
One (1) Finance designee (non-voting member)
One (1) Finance Director or designee (non-voting member)

4. The committee will meet quarterly to review Professional Development Bank applications in August, October, January, and April. The application must be submitted by the 2nd Friday of the aforementioned months to be eligible for review by the committee each quarter.
5. Reimbursements and/or payments made by the District shall be made when such certified employee verifies expenses. All claims for reimbursement must be submitted to the District Office prior to June 30. Reimbursements must be submitted for the fiscal year in which they occurred. The District shall process reimbursement for claims within thirty (30) working days of receipt.
6. Appeal Process:

If an application for PD Bank Application is denied, the employee may appeal the outcome within ten (10) business days of receipt of the denial. An appeal may be initiated if an employee has evidence that there has been a violation of the application process but may not appeal the decision to the committee. The appeal must be in writing and must be submitted to the BCEA President. The appeal must include a brief statement explaining the reasons why the appeal should be approved with attached supporting documentation. The President will forward the appeal to the BCEA Executive Committee who will review the appeal and make a decision within twenty-one (21) business days. The decision of the BCSD Executive Committee is final and binding.

Professional Leave Time: See explanation under Article VIII - Leaves.

ARTICLE XV - WORKDAY

The standard work week in the building or on site for certified professional staff will be forty (40) hours per week, in a five (5) day work week, inclusive of a thirty (30) minute consecutive duty-free lunch each day. In event of an emergency, principals or their designees may require the certified professional employee to interrupt his/her lunch period. The work week will include a minimum of two hundred fifty (250) minutes per week of Planning Time, defined below, during the instructional student day. The instructional student day is defined as the hours each day that students are expected to be in attendance. The workday may be adjusted, if needed, provided it doesn't impact the work of the staff/team as a whole and with principal approval. Any change to the length of the instructional day over required minutes per [Idaho Code 33-512](#) needs to be agreed upon by the BCEA and BCSD. Certified professional employees are expected to be in their classroom areas at all times, except during lunch or as school business requires.

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

Weekly non-student contact time:

- a. Teaming Time: School-or District-collaborative meetings such as team lesson planning, co-teaching meetings, department meetings, literacy and math coaching, Professional Learning Community meetings.
- b. Planning Time: self-directed time to be used by teachers as needed to plan lessons, work with team members, prepare materials, grade work, contact parents, answer emails, update databases, differentiate instruction, and keep classroom areas tidy and sanitized.

ARTICLE XVI - WORK YEAR

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

DEFINITIONS

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

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

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

The Building Leadership Team in conjunction with the Principal and the District will develop a building professional development plan to provide at least two (2) half-days, designated as uninterrupted in-classroom days, and will make a

reasonable effort to develop a building professional development plan to provide an additional half-day of in-classroom time, during the first week of the teacher work calendar.

ARTICLE XVII - DURATION OF NEGOTIATED CONTRACT

The provisions of this Agreement (Negotiated Contract) shall be in effect July 1, 2024 through June 30, 2025.

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

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

In the interest of promoting a collaborative and communicative working relationship, it is the intent of the Board, district administration, and the BCEA to hold regularly scheduled solution-building meetings to prepare for negotiations and to develop and implement solutions to issues that arise during the school year.

The BCEA and District will meet at least once per month throughout the school year, as the “Ongoing Negotiations Committee.” The purpose of these meetings will be to identify and address issues and provide recommendations for best possible solutions to these issues. Solutions may include adjustments to the Master Agreement language to provide clarity and mutual understanding that will be presented at the annual Master Agreement negotiations.

The agenda of these meetings shall be set by the Superintendent and the Association with input from all members of the Committee. The team shall consist of the Superintendent, HR Director, Finance Director, two (2) Administrators (Elementary and Secondary), two (2) school Board Trustees, the Association President, and up to four (4) members selected by the Association President or designee. The Superintendent and/or Association President may invite visitors to the meetings who may bring creative solutions or other viewpoints to resolve issues or interests.

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

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

SIGNATURES:

Chairman, Board of Trustees

Blaine County Education Association President

Date Signed

Date Signed

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

SUBJECT: An agreement on the contract for the 2024-2025 school year was reached between the Blaine County Education Association and the Blaine County School District No. 61 Board of Trustees.

1. Purpose: To outline an agreement made by the Blaine County School District No. 61 Board of Trustees and the teachers of Blaine County School District.
2. Reference: Article X – Extra Curricular / Supplemental Salaries
3. Scope: This MOU will address the agreement between Blaine County Education Association and Blaine County School District No. 61 Board of Trustees.
4. The Blaine County Education Association and the Blaine County School District No. 61 Board of Trustees agree as follows:
 - a. The Ongoing Negotiations Committee will review leadership stipends (Mentor, BLT, GCT, and Department Chair), job descriptions, expectations, and selection criteria.
 - b. The Ongoing Negotiations Committee will include the Extracurricular/Activities matrix as an appendix in the 2025-2026 Master Agreement. The committee will review the language.
5. MOU will be effective upon signing and will continue until negotiations on the 2025-2026 Master Agreement have been completed.

SIGNATURES:

Chairman, Board of Trustees

Blaine County Education Association President

Date Signed

Date Signed

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

SUBJECT: An agreement on the contract for the 2024-2025 school year was reached between the Blaine County Education Association and the Blaine County School District No. 61 Board of Trustees.

1. Purpose: To outline an agreement made by the Blaine County School District No. 61 Board of Trustees and the teachers of Blaine County School District.
2. Reference: Article XI – Salaries
3. Scope: This MOU will address the agreement between Blaine County Education Association and Blaine County School District No. 61 Board of Trustees.
4. The Blaine County Education Association and the Blaine County School District No. 61 Board of Trustees agree as follows:
 - a. The Ongoing Negotiations Committee will review language regarding experience, and hard to fill position language.
5. MOU will be effective upon signing and will continue until negotiations on the 2025-2026 Master Agreement have been completed.

SIGNATURES:

Chairman, Board of Trustees

Blaine County Education Association President

Date Signed

Date Signed