

# PROCEDURAL AGREEMENT

## Section I

### Article I

#### **A. Association Recognition**

The Board of Trustees of School District #414, Twin Falls County, Kimberly, Idaho recognizes Kimberly Education Association. The Kimberly Education Association has provided proof of representing 50% plus one (1) of certified personnel, and is recognized as the sole and exclusive negotiating agent for FY 18 for all employed certificated personnel in positions requiring certification (hereinafter referred to as employees), except for Superintendent, Special Services Director, Speech Pathologist, Psychologist, Principals, and other administrative personnel.

#### **B. Negotiation Exclusivity**

The Board agrees not to negotiate with any other individual(s), employees' organizations, individual employee, or group of employees, whether under contract or on leave, with regard to terms and conditions of employment unless otherwise provided for in the Agreement or unless mutually agreed to by the parties during the time of this Agreement.

## Article II

# NEGOTIATIONS PROCEDURE

#### **A. Initiating Negotiations**

The Board and the Association will enter into negotiations concerning salaries, fringe benefits, grievance procedures, work-place environment and conditions of employment. Refusal to agree to negotiate items not listed will not constitute a violation of "good faith" bargaining by either party. If either party wishes to negotiate, a written request for negotiations between the Board and the Association shall be submitted by the regular February board meeting. The Board will take action on the request when it is submitted.

#### **B. Sessions**

Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party. At the first meeting the negotiations teams will agree on a process for the sessions. Items to agree on may include frequency of meetings, minutes, process, agendas, tentative completion date, and other items.

Negotiating sessions shall be open and publicized in order to meet the Idaho Open Meeting Law. Both parties will maintain the right to caucus in private when deemed appropriate.

Minutes shall be recorded by the Board. Minutes of the previous session will be read, amended as necessary, and approved at the beginning of each session. Approval will be indicated by the signatures of the spokesperson for the Association and School Board. Copies will be provided to the Association.

#### **C. Information**

The Association and Superintendent and/or designee shall together review preliminary budgetary information affecting revenue and expenditures as soon as they are available for the ensuing year. The Board agrees to make available to the Association such other information as will assist the Association in developing constructive proposals and programs on behalf of the teachers and their students.

**D. Adopting Agreement**

After the negotiation teams have reached final agreement, the complete agreement will be submitted in writing for review and ratification to the members of the Association and the Board. Approval or disapproval shall be on the total negotiations agreement. When approved by both parties, it shall be signed and ratified by the President of the Association, and the Chairperson of the Board, and shall be entered into the official minutes and policy of the Board.

**E. Duplication and Distribution of Agreement**

Within thirty (30) days of ratification of this agreement, the agreement will be posted to the district website.

**F. Dispute Resolution**

Both parties agree to enter into and conduct collective bargaining in good faith. Both parties will make every effort to resolve disputes at the lowest level possible. In the event impasse does occur, both parties will follow dispute resolution per current Idaho Code.

Article III

**SAVINGS CLAUSE**

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

Article IV

**COMPLETION OF AGREEMENT**

This document comprises the entire agreement between the District and the Association in the matters lawfully within the scope of negotiation. Neither party shall have any obligation to meet and negotiate during the term of this agreement.

## Article V

### **Duration**

This agreement shall become effective on **July 1, 2019** and shall conclude on **June 30, 2020**. Annually, both parties may agree to the renewal of all or part of the past agreement, it will not be inferred that all or part of the past agreement will be automatically renewed.

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Chairperson, Board of Trustees

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Kimberly Education Association

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Date signed

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Date signed

# **GRIEVANCE PROCEDURE**

## **Section II**

### **Article I**

#### **Certified Employee Grievance Procedure**

The purpose of this policy is to secure, at the lowest possible administrative level, equitable solutions to grievances. Proceedings will be kept as informal and confidential as possible at any level of the procedure.

#### **A. GUIDELINES**

1. A written grievance shall meet the following specifications:
  - a. It shall be specific, stating the specific section of the contract or policy which has allegedly been violated and the manner in which it has been violated.
  - b. It shall state the date of the alleged violation.
  - c. It shall contain a synopsis of the facts giving rise to the alleged violation.
  - d. It may include a list of witnesses, if appropriate.
  - e. It shall state the relief requested.
  - f. It shall be signed by the grievant(s).
2. 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. Time limits herein designated may be extended by mutual agreement between the grievant(s) and the Superintendent, or by extenuating circumstances.
3. In the event a grievance is filed after May 15 of any year and strict adherence to the time limits may result in hardship to any party, all parties shall use their best efforts to process such grievance prior to the end of school or as soon thereafter as possible.
4. A written grievance shall not be recognized unless it shall have been presented at the appropriate level within ten (10) business days after the event that forms the subject matter of the grievance.
  - If a grievant fails to appeal a decision at any level within the prescribed time limits, he/she shall have waived his/her right to further processing of that grievance.
  - If the administration, at any level, fails to respond within the prescribed time limits, the grievance may be advanced to the next level of the procedure.
  - The term grievance shall not apply to any matter in which the method of review is prescribed by law. Evaluation and probation may be grieved only regarding process and/or procedure.
5. All written and printed documents dealing with the grievance will be filed separately from the personnel file of the grievant(s).
6. There shall be no reprisal, restraint, interference, coercion, or discrimination by the District or its employees, and/or the grievant against any person involved in the grievance procedure.
7. At each level of the grievance procedure, any party may be accompanied by a representative of his/her choice. Accompaniment of legal counsel by either party requires a notice of three (3) business days.

#### **B. Definitions**

1. **Grievance** – a ‘grievance’ shall mean a claim that there has been a violation, misapplication or misinterpretation of any of the provisions of the negotiated contract or written board policy.
2. **Grievant** – a ‘grievant’ is an employee or a group of employees asserting a grievance.
3. **Party In Interest** – a ‘party in interest’ is an employee who might be required to take action, or against whom action might be taken, in order to resolve a grievance.
4. **Day** – a ‘day’, as used in this procedure, means any day, Monday through Friday, exclusive of holidays.

### C. Procedure

**LEVEL ONE:** The Board recognizes and acknowledges that it is most desirable for an employee and his/her appropriate administrator to resolve problems through free and informal verbal communication. The employee may present his/her grievance to the Principal or appropriate administrator and make every effort to resolve the grievance in an informal manner. The grievant must inform the Principal or administrator that they are presenting a formal grievance. The administration shall respond in writing within five (5) days following presentation of the grievance.

If the grievance alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or harassment of the legal protected classifications, the Principal/Supervisor shall turn over the complaint to the Superintendent. The Superintendent or designee will complete an investigation within fifteen (15) days upon the initial grievance. If the grievant is not satisfied with the Superintendent’s findings regarding allegations of a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or harassment of the legal protected classifications, then the grievant may submit the grievance in writing to Level Four.

**LEVEL TWO:** If the grievant is not satisfied with the disposition of the grievance at Level One, the grievance may be submitted within three (3) days thereafter to the Principal or appropriate administrator in written form. The Administrator shall arrange for a meeting to take place within three (3) days following receipt of the written grievance. The Administrator shall provide the grievant with a written answer to the grievance within three (3) days after the meeting. Such answer shall include the reasons upon which the decision was based.

**LEVEL THREE:** If the grievant is not satisfied with the disposition of the grievance at Level Two, then within three (3) days the grievant will submit the grievance to the Superintendent or his/her designee. Within five (5) days of receipt of the appeal the Superintendent or designee shall arrange for a meeting to be held with the grievant. As part of the process the Superintendent shall conduct an investigation that may include but not limited to the following: interview all witnesses or read and consider their statements, meet with interested parties and, at the discretion of the Superintendent, interview other witnesses or interested parties. Upon conclusion of the investigation, the Superintendent will have ten (10) days to provide a written decision, together with reasons for the decision, to the grievant.

**LEVEL FOUR:** If the grievant is not satisfied with the disposition of the grievance at Level Three, then within five (5) days the grievance may be referred to the School Board of Trustees in writing. Upon receipt of the appeal, the Board shall arrange for a closed meeting to be held at the next scheduled board meeting, with the Board, the grievant, parties in interest, and/or legal counsel(s). If either party will have legal counsel at the hearing, the other party shall be notified three (3) days in advance. The board will be provided with a docket of all documentation submitted, received, and issued. The parties in interest may produce witnesses and evidence as they deem necessary to develop facts pertinent to the grievance. The board at its discretion can ask questions and interview other witnesses or interested parties. Upon conclusion of the meeting, the Board will have ten (10) days to provide a written decision,

together with reasons for that decision, to the grievant. The Board's decision completes the grievance process.

## Article 2

### **Evaluation Procedure**

The evaluation procedure will be conducted per Kimberly School Board Policy, Idaho State Board Rule, and Idaho Code. Revisions in the evaluation process will be recommended to the Kimberly Board of Trustees by a teacher evaluation committee comprised of teachers and administrators.

All certificated employees will have two documented observations with the first completed by January 1. In addition, certificated employees will be given one formative evaluation and one summative evaluation and the summative will be completed by June 1.

### **Discipline Short of Dismissal**

The District and the Association recognize the value of remedial action as a means of correcting problems of performance and assisting the employee.

1. The District and Association agree to discipline short of dismissal based on the following principals:

- a. Implementation and enforcement of rules, regulations, and the Master Contract, shall be done in a fair and equitable manner.
- b. Application of progressive discipline shall be utilized with the intention of improving performance.
- c. The rights of the employee shall be respected and guaranteed.
- d. At all stages in the implementation of progressive discipline, employees shall have the right of representation. In the event employees choose to have legal counsel, the district retains the same right. The employee wishing to be represented by legal counsel must provide the district a reasonable amount of time to retain legal counsel.
- e. Any disciplinary action taken shall be fair, appropriate, and reasonably related to the offense and the employee should be given appropriate due process.

2. Employees may be disciplined, but not limited to the following, for the infractions listed:

Infraction – any incident, commission or omission that is in violation of rules or policy that is not in violation of the law, code of ethics, and does not place students in jeopardy.

- a. Violations of district policy and regulations.
- b. Complaints about behavior by students, by fellow employees, or by the public while performing school related duties.
- c. Failure to perform contractual obligations.

3. Progressive Discipline Procedures (The following shall be used as a guide):

- a. The first time an administrator becomes aware of an infraction by an employee a verbal warning will be given and the employee will be informed of the possible consequences of continued infractions.
- b. For repeated infractions of the same kind, the administrator will give the teacher written warning. The employee has the right to a conference with the principal to clarify and attempt to resolve and remediate the misconduct.
- c. Infractions of the same kind occurring after a written warning will result in a written reprimand. The employee shall have the right to a conference to discuss the reprimand with the principal.
- d. If written reprimands do not resolve the problem, suspension of up to ten (10) days without pay may be implemented by the Board of Education after a full hearing on the matter.
- e. No suspension shall be carried over from one school year to the next.

### Article 3 **Leaves**

\*\* For the purpose of this section: The term "family" shall be interpreted as: spouse and your (or your spouse's) child, stepchild, father, mother, sister, brother, grandparent, grandchild, son-in-law, daughter-in-law, uncle, aunt or a person whose relationship is that of a foster parent. Unusual cases not included herein may be brought to the attention of the Superintendent of Schools for consideration.

#### **A. SICK LEAVE**

- 1) At the beginning of each school year each certificated employee shall be credited with nine (9) days of sick leave allowance cumulative to a total of two hundred twenty (220) days for sick leave use. Employees hired for less than the full year or full time will receive sick leave days on a pro-rated basis. Sick leave days may be taken as full or half days. Sick leave may be used for:
  - a. Illness or injury of the employee, including illness related to pregnancy.
  - b. Illness or injury of member of employee's family which necessitates the presence of the employee.
  - c. Bereavement of member of the employee's family.
  - d. Or the primary caregiver, either mother or father, to care for an infant or child immediately after placement for adoption, not to exceed 10 full days per adoption.
- 2) Verification of illness or injury may be requested by the Superintendent, with such verification to be made by acceptable medical authorities. Failure to provide such verification, when requested, may result in disallowance of such sick leave as claimed by the employee.
- 3) Leaves without pay for health conditions may be granted for all or part of any school year. Application for such leave will be made in writing to the Superintendent. Upon return from such leave, the teacher shall be assigned to an open position for which they are qualified.
- 4) A Sick Leave Bank is available for certificated employees in accordance to the terms and provisions of the district's policies and procedures. The Sick Leave Bank policies and procedures have been attached to this agreement.

#### **B. PERSONAL LEAVE**

All full-time certificated personnel shall be granted five (5) days of paid personnel leave per year, less substitute pay on the **fourth and fifth days**. Certificated personnel employed less than full-time shall receive personal leave on a pro-rated basis.

Advance notice must be given to the principal and leave will be granted contingent upon the needs of the school and availability of a substitute. Leave will be granted on a first written request, first granted basis. Personal days to be taken prior to or following holidays, on district in-service days, during the first two (2) weeks or last two (2) weeks of school must be requested and confirmed in advance. When extenuating circumstances deem the necessity of personal leave, without advance confirmation, application must be made to the Superintendent for an exception.

Unused personal leave may be accumulated to a total of five (6) days, or be reimbursed at the rate of the certificated sub pay per day times the unused days (two maximum), pro-rated for part-time teachers.

### **C. BEREAVEMENT LEAVE**

Certificated employees shall be granted up to five (5) days bereavement leave. Such leave shall be deducted first from sick leave for a family member, first from personal leave if not a family member. If the employee is out of personal/sick leave, the 5 days will be "substitute deduction" pay. In extenuating circumstances these days may be extended.

### **D. SABBATICAL LEAVE**

Certificated employees who have been employed by the district for a period of five (5) consecutive years immediately prior to the year in which the sabbatical leave is to commence may apply for sabbatical leave. Sabbatical Leave may not exceed a period of one (1) year and shall be without pay or increment.

The Board shall authorize sabbatical leaves when it deems such leaves of absence to be reasonable and for good cause, and not detrimental to education within the system. Sabbatical Leaves shall be granted for the purpose of allowing certificated employees to continue professional education renewal, advancement through research, formal education, or other means acceptable to the Board.

Applications for sabbatical leaves must be submitted to the Board prior to February 1 of the year prior to the commencement of the leave. Late applications that are the result of unique professional opportunities made available to the applicant after the deadline may be submitted to the Superintendent on an exceptional basis. The decision of the Board in these cases will be non-precedential and based on the staffing needs of the school and the availability of an acceptable replacement. Eligible employees shall include, with their application, a plan outlining the year's activities. An employee on leave may engage in full or part-time employment during the leave.

An employee returning from a sabbatical leave must notify the Board in writing on or before March 1 of their intent to return. Upon return from such leave, the employee shall be assigned to his/her former position which has been filled by a replacement during the leave period.

### **E. LEAVE OF ABSENCE**

Continuing contracted certificated employees may apply for a leave of absence. A leave of absence may not exceed a period of one (1) year and shall be without pay or increment.

The Board shall authorize leaves of absence when it deems such leaves to be reasonable and for good cause and not detrimental to education within the system. Leaves of absence shall be granted for the purpose of allowing certificated employees to continue professional education, renewal, and advancement through research, travel, rest, formal education, or other means acceptable to the Board.

Application for a leave of absence must be submitted to the Board prior to February 1 of the year prior to the commencement of the leave. Late applications that are the result of unique professional or other opportunities made available to the applicant after the deadline may be submitted to the Superintendent



on an exceptional basis. The decision of the Board in these cases will be non-precedential and based on the staffing needs of the school and the availability of an acceptable replacement. Eligible employees shall include with their application a plan outlining the year's activities.

An employee returning from a leave must notify the Board in writing on or before March 1 of desire to return. Upon return of such leave, the employee shall be assigned only to an open position for which they are qualified.

## **F. CHILD REARING LEAVE**

Child rearing leave is an unpaid leave of absence which may be granted to a certificated employee:

- 1) For the remainder of the current school year or
- 2) for a period of twelve (12) consecutive calendar weeks which may include 10 paid sick days commencing on the day a child is born or an adopted child is released to the custody of the adoptive parents and
- 3) Under extenuating circumstances and at the Board's discretion, the leave may be extended.

This leave is for the primary purpose of caring for or rearing an employee's natural or adoptive child. Requests for child-rearing leave of absence must be submitted in writing to the Superintendent, with a copy to the building principal or immediate supervisor. The employee shall be entitled to return from such leave only to an open position for which they are qualified. Child-Rearing leave requested for a period of 1 year will be considered as a request for a Leave of Absence.

## **G. MATERNITY LEAVE**

Use of sick leave for illness related to pregnancy and/or child birth will conform to applicable state and federal laws. Employees are entitled to use accumulated sick leave days for the period of time a physician prescribes due to illness and/or disability related to the pregnancy and recovery from delivery. Eligible certificated employees may apply to the sick leave bank if circumstances warrant.

Maternity leave is leave for the purpose of postpartum recovery commencing at the conclusion of the sick leave period a physician prescribes due to illness and/or disability related to the pregnancy and recovery from delivery. Available personal/sick leave days may be used for maternity leave. The sick leave bank may not be used for maternity leave.

Maternity leave is for a period of twelve (12) consecutive weeks or less and runs concurrently with the sick leave period a physician prescribes due to illness and/or disability related to the pregnancy and recovery from delivery. Written application must be submitted to the Board within thirty (30) days of the anticipated date of the birth. Application deadline may be waived under extenuating circumstances, and at the discretion of the Board the duration of the leave may be extended. The certificated employee shall be entitled to return from such leave to their original position. If the leave is more than twelve (12) weeks the employee may return to an open position for which they are qualified.

## **H. FAMILY MEDICAL LEAVE**

The School District will subscribe to the requirements of the Family Medical Act of 1993.

## **I. PREVENTATIVE CARE LEAVE**

Annually, employees will be provided one (1) preventative care day. Preventative care leave can be utilized for the employee, spouse, or child dealing with medical matters of preventative care. The employee must provide their supervisor with documentation of the preventative care. This leave cannot be carried over or accumulated and is non-transferrable.

## **J. FFCRA**

### **FMLA Expansion:**

- Two weeks (up to 80 hours) of expanded family and medical leave at employee's regular rate of pay where the employee is unable to work because the employee is quarantined and or experiencing COVID-19 symptoms and seeking a medical diagnosis; or
- Two weeks (up to 80 hours) of expanded family and medical leave at two thirds the employee's regular rate of pay because the employee is unable to work because of a bona fide need to care for an individual subject to quarantine or care of a child (under 18 yrs of age) whose school or child care provider is closed or unavailable for reasons related to COVID -19.
- Additionally all employees who have been employed with Kimberly School District for at least 30 days may receive up to an additional 10 weeks of expanded family and medical leave at two thirds the employee's regular rate of pay where an employee is unable to work due to a bona fide need for leave to care for a child (under 18 yrs of age) whose school or child care provider is closed or unavailable for reasons related to COVID -19.

### **Qualifying reasons for leave:**

Under the FFCRA, an employee qualifies for expanded family and medical leave if the employee is unable to work (or unable to telework) due to a need for leave because the employee:

1. is subject to a Federal, State, or local quarantine or isolation order related to COVID-19;
2. has been advised by a health care provider to self-quarantine related to COVID-19;
3. is experiencing COVID-19 symptoms and is seeking a medical diagnosis;
4. is caring for an individual subject to an order described in (1) or self-quarantine as described in (2);
5. is caring for a child whose school or place of care is closed (or childcare provider is unavailable) for reasons related to COVID-19; or
6. is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

### **Sick Leave:**

The Emergency Paid Sick Leave Act requires certain employers to provide to employees up to 80 hours (or the equivalent for part-time employees) of paid sick time because the individual is unable to work due to a need for leave for any of the following COVID-19-related reasons:

1. The employee is subject to a federal, state, or local quarantine or isolation order relating to COVID-19;
2. A health care provider advised the employee to self-quarantine due to concerns relating to COVID-19;

3. The employee is experiencing symptoms of COVID-19 and is seeking a medical diagnosis;
4. The employee is caring for an individual who is subject to an order described in the first category above or has been advised by a health care provider as described in the second category above.
5. The employee is caring for a son or daughter of such employee if the school or place of care of the child is closed due to COVID-19 precautions; or
6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretaries of Treasury and Labor.

The leave allowed under the Act is in addition to what the District already provides. The Act grants eligible employees paid sick leave in addition to any preexisting leave accrued or banked.

Eligible employees may utilize the leave provided under the Emergency Paid Sick Leave Act before using their other sick leave or PTO.

Guidance from the Department of Labor states that an employee may not stay home on FMLA leave to avoid getting the coronavirus, and leave taken to avoid getting sick is not protected.

Employees may use any accrued vacation, personal, or sick leave beyond what is required under FFCRA.

Effective end date is December 31, 2020.

## Article 4

# Teacher Rights

### **A. NON-DISCRIMINATION**

The teachers shall not be discriminated against because of age, race, religion, gender, national origin, membership or non-membership in an association.

### **B. RIGHT TO ORGANIZE**

Teachers shall have the right to organize, join, and assist any association in the process of establishing and improving conditions of professional employment and enhancing the quality of the educational program.

To meet that end, it is understood that the teachers have some specific collective rights. They are as follows:

- 1) Information: open meeting and transparency:** The district shall provide, upon request, to the Association all public information necessary for its function as a bargaining unit representative. In order to meet the transparency laws all pertinent information is posted on the district website.
- 2) Use of Buildings and Equipment:** The Association and its representatives shall have the right to access school buildings, providing there is no interference with regular school programs. Request for use shall be made through the principals and Superintendent to confirm availability of facilities. The Association shall have the right and accepts the responsibility for use of school equipment, including copy machines, computers, and audio visual equipment. Use of such equipment shall be before or after school, or during lunch time. The Association shall be responsible for customary and agreed upon cost for the use of all materials and supplies
- 3) Inter-school Mail / Communication:** The Association shall have access to the inter-school mail facilities and school mailboxes including e-mail for Association communication. All written communication using inter-school mail shall be signed and dated by the originator. All group mailing to teachers shall be signed and dated by the Association President or authorized representative. Each school faculty room shall have a designated area for Association notices and materials. **No political promotion**
- 4) New Teachers Orientation:** The Association shall be given the opportunity at a new teacher orientation meeting to present an explanation of the Association and its activities.

## **C. SAFETY AND HEALTH**

Certificated employees shall not be required to perform any duty or act which threatens anyone's personal safety or well being.

## **D. RULES AND REGULATIONS**

All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

## **E. DUE PROCESS**

No teacher shall be disciplined, reprimanded, reduced in rank or compensation, suspended, demoted, terminated, adversely evaluated, or otherwise deprived of any professional advantage without due process as prescribed by Idaho Code 33-515.

## **F. CIVIL RIGHTS**

Nothing contained herein shall be construed to deny or restrict any employee's rights under any laws of Idaho and the United States.

## **G. PERSONNEL FILES**

The Board shall provide for the establishment and maintenance of an official personnel file for each certificated employee of the school district to be kept in the District Office. Each personnel file shall contain any and all materials relevant to the evaluation of the employee. The employee shall be provided timely notice of all materials placed in the personnel file and shall be afforded the opportunity to attach a rebuttal or response to any such materials. Each employee and/or designated representative shall be given access to his own personnel file upon request and shall be provided copies of materials contained therein with the exception of confidential letters of recommendation.

## **H. APPEARANCES BEFORE EMPLOYER**

No teacher shall be required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher's employment status unless the teacher has been given prior written notice of the reason for such meeting. The teacher shall have the right to representation by the Association and shall be given sufficient time to obtain that representation.

## **I. PARENT CONCERNS**

When there are concerns by a parent or student directed toward a teacher, every effort will be made to resolve the issue at the lowest possible level. Any such concern will be first directed to the teacher. If the matter is not resolved with a parent-teacher conference, the following sequence of conferences may be used as needed to seek resolution of the problem:

- 1) Parent-teacher-building principal
- 2) Parent-teacher-building principal-superintendent
- 3) Parent-teacher-building principal-superintendent-Board of Trustees

If the concern alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or harassment of the legal protected classifications, the principal/supervisor shall turn over the complaint to the Superintendent. The Superintendent or their designee will complete an investigation within fifteen (15) business days upon the initial complaint. If the grievant is not satisfied with the Superintendent's findings regarding allegations of a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or harassment of the legal protected classifications then the grievant may submit the complaint in writing to the Kimberly School Board of Trustees.

If the complaint becomes a personnel issue, due process will be adhered to as outlined in Idaho Code 33-515.

## **J. PROTECTION**

The District shall endeavor to provide employees with an environment which inhibits verbal or physical intimidation, harassment, or interference by any group or individual on the school premises, or at any school-sponsored activity. The District shall take strong action against anyone who disrupts this environment. Refer to Kimberly School Board Policy 4301R

## Article 5

# **ACADEMIC FREEDOM AND RESPONSIBILITY**

The parties seek to educate young people in the democratic tradition, to foster recognition of individual awareness of the respect for the Constitution and the Bill of Rights, and to instill appreciation of the value

of individual personality. It is recognized that these democratic values can best be transmitted in an open atmosphere which is free from artificial restraints with free inquiry and learning; and in which academic freedom for teacher and student is encouraged, provided the Board adopted curriculum, philosophy, and course of study are adhered to. The professional employee has the right to express his/her point of view provided his/her students understand that it is the teacher's opinion and not as an authoritative statement. Statements that are personal opinion (religion, politics, and sexual orientation) should be shared with extreme caution. It is recognized that employees do not shed their constitutional rights to freedom of speech or expression at the schoolhouse gates. However, that does not mean that employee's right to free speech is without limits. Speech or expression that is disruptive, detracts from the educational process, violates right to privacy of staff or students, violates the Idaho Educator Code of Ethics, and has little regard for the mores of the community is prohibited.

## **A. STUDENT GRADES**

Teachers have the responsibility for assigning student grades as earned by the student through established criteria. Teachers also have the responsibility to maintain records that reflect criteria for those grades given.

# Article 6

## **TEACHING CONDITIONS**

### **A. WORK DAY**

The length of a work day for a certified employee shall be seven and one-half (7 ½) hours for a full-time certified employee. The work day is generally exclusive of lunch but inclusive of preparation time and assigned duties except district and school-wide meetings.

### **B. PREPARTION TIME**

Each work day during student instructional time, full-time instructional certificated staff member will have preparation time.

### **C. CLASS SIZE**

The Association and the Board agrees that low student-teacher ratios are vital to sound educational practices. To that end it is recommended that the following be used as a guide:

- 1) Individual kindergarten through third grade classrooms not exceed 20 students.
- 2) Individual fourth or fifth grade classrooms not exceed 25 students.
- 3) Individual sixth through eighth grade classrooms not exceed 30 students.

If these class sizes are exceeded, the situation shall be resolved through co-operative efforts of grade level teachers and administration.

### **D. VACANCIES, TRANSFERS, AND REASSIGNMENTS**

## I. Notice of Vacancies

- A. Vacancies will be posted only after receiving a written resignation from a contracted professional employee of the District or if a new position is created within the District. When that official resignation has been received, the Superintendent will post, via e-mail, notices in all school buildings and the District Office. The Superintendent's Office will post notice of any certified or non-certified vacancy within the District for five (5) school days for current employees to apply for the position. External notices may also be posted at this time.
- B. The building/program administrator will have the responsibility to interview all applicants who meet the qualifications needed for the position. All internal applicants who are qualified for the position will be interviewed.
- C. If a transfer is approved by the Building Principal, it will be submitted in writing to the Superintendent immediately following such determination. Since such transfer would automatically create a vacancy in another location, notice of that vacancy will be posted as specified above, with the exception that if the same grade level vacancy for the school has already been posted, the above building notice requirement will be waived.
- D. An application or letter of interest will be maintained within the District file for a period of one year from the date of inquiry. It is the responsibility of any applicant who desires to be considered for positions within the District to reactivate his/her file annually.

## Article 7

### **CLASSROOM CONTROL**

#### **A. DISTRICT DISCIPLINE POLICY**

The Board recognizes its responsibility to give all reasonable support and assistance to teachers with respect to the maintenance of control and discipline in the classroom. Toward this end, the Board will provide all teachers and parents with a copy of the District's discipline policy. All pertinent information will be posted on the district website.

#### **B. BUILDING DISCIPLINE POLICIES**

A committee shall be formed at each building for the purpose of developing recommendations concerning student discipline. Copies of building discipline policies will be provided for each staff member, student, and parent. These building discipline procedures and practices shall be reviewed and revised, with teacher input, each year as necessary. Educators shall uphold all district and school rules and regulations.

## Article 8

### **PAYROLL DEDUCTION**

In addition to those salary deductions required by law, salary deductions are permitted per board policy 7700R for the following: health insurance, dental insurance, vision insurance, other types of insurance, Magic Valley Teachers Credit Union, annuity companies and Association dues. Coverage shall begin the month following deduction except in the case of health insurance where coverage begins the same month as deduction.

All notices for deductions or changes must be into the business office by one week after school begins in the Fall, unless unavoidable circumstances make it necessary to change at other times. These exceptions would include marriage, divorce, births, adoptions, court orders, death in the family or a change in job status of either spouse. Requests for change shall be submitted to the Business Office in writing. The District shall endeavor to provide advance information to teachers concerning insurance and deductions.

Any new companies requesting deductions must have the consent of the Superintendent.

## Article 10

### **COMPENSATION AND CONTRACTS**

#### **A. SALARY**

- 1) Salaries will be negotiated annually unless otherwise agreed upon.
- 2) The salary schedule will remain in force until changed by negotiations or per current Idaho Code and ratified by both the Association and the Board.
- 3) A teacher will be placed and progress along the Career Ladder Salary Schedule in accordance with current Idaho Code and/or IDAPA.



- 4) Per Idaho Code 33-10004B: "Allocations for instructional staff and pupil service staff who do not meet the professional compensation rung performance criteria for three (3) of the previous five (5) years, one (1) of which must be during the fourth or fifth year, shall remain at the previous fiscal year allocation level. This also applies to the educational allocation."

In the event allocations for an instructional staff or pupil service staff remain at the previous fiscal year allocation level, the salary will remain at the previous fiscal year level for the instructional or pupil service staff member. Professional rung level instructional staff or pupil service staff that will be rated a basic for the school year will be placed on an "informal growth plan" no later than April 1 of that school year. The evaluator will establish the structure of the "informal growth plan." Instructional staff or pupil service staff whose salary will remain the same as the previous fiscal year may request an "informal hearing" with the Kimberly School Board of Trustees for review of their evaluation. The Kimberly School Board of Trustees will set the parameters and procedures for the "informal hearing."

- 5) **Advanced Proficient Rung: Refer to addendum "A"**
- 6) Teachers' salaries will be paid in twelve (12) equal installments payable September thru August on the 22<sup>nd</sup> of each month. If the 22<sup>nd</sup> falls on the weekend, checks shall be issued on Friday. If the 22<sup>nd</sup> falls during a holiday, checks shall be issued on the last school day before the holiday begins.

## **B. FRINGE BENEFITS**

- 1) Single medical insurance is paid by the district in an amount to be determined through negotiations. The district will offer coverage for children at the teacher's expense.
- 2) The district will offer an IRS Plan 125 with "flex" option. Each teacher may elect to participate in this plan.

## **C. INDIVIDUAL CONTRACTS**

- 1) Individual contracts issued will conform to the negotiated agreement upon final completion of the annual negotiations process and be in the form and manner prescribed by the State Board of Education.
- 2) Each employee's building shall be listed upon the individual's contract. Before any employee's assignment is changed, a reasonable endeavor shall be made to conduct a conference between employee and administration.
- 3) Contracts will be for a number of days to be determined through negotiations. These contracted days will include teacher meetings prior to the opening of school and other in-service workshops and workdays sponsored by the District.

## **D. EXTRA-CURRICULAR CONTRACTS**

- 1) Extra-curricular stipends for those teacher's assigned extra-curricular duties are set forth in district's extra-curricular stipend schedule.

- 2) The extra-curricular stipend shall be paid in addition to the teacher's contracted salary.
- 3) Non-Renewal Procedure: Every employee shall be entitled to the following rights if his/her extracurricular activity contract is not being renewed.
  - a. The employee shall be notified by the Principal or Athletic Director that his/her extra-curricular duties will not be renewed. Such notice shall be given to the employee no later than June 1.
  - b. If the extra-curricular activity contract is not being renewed, the teacher shall be entitled, upon written request, to an informal review before the superintendent, principal(s), and/or athletic director.
- 4) Individual contract of employment:
  - a. Each employee's tentative extra-curricular assignment shall be listed upon the individual's supplemental employment contract. Each employee's assignment may be changed only after a conference between the employee and the school administration.
  - b. Individual contracts will conform as to content and form as prescribed in Idaho Code.

### **Addendum A Advanced Proficient Rung**

Any teacher who has met the following criteria is eligible for the Advanced Professional Rung. Leadership positions in the district are subject to change.

- At least 8 years held a renewable certificate or 3 years interim certificate and at least five years renewable certificate.
- Professional endorsement for at least five years.
- Professional Rung performance for four of the five previous years or years three, four, and five. Professional Rung performance: Overall proficient or higher and no components rated as unsatisfactory, and majority (50%+1) of students have met their measurable student achievement goals.
- In three of the five previous years have held a leadership position. **(see below)**
- Individualized Learning Plan.
- Advanced professional rung performance for three of the five previous years or the fifth year. Advanced professional rung performance: Overall rating of proficient or higher, no components of unsatisfactory or basic, and rated distinguished overall (3 of 5) in domains 2 or 3 and 75% or more of their students have met their measurable student achievement goals.

#### **Leadership positions.**

- Instructional specialist or instructional coach, new teacher mentor or coordinator, curriculum or assessment committee member, team or committee leadership position, data coach or other leadership positions identified by the school district.
- Recipient of any teacher leadership premium
- Building leadership team, grade level team leader, calendar committee, insurance committee, breakfast club, ethics team, teacher evaluation committee, long range plan committee, exploratory

school committee, school design committee, transition committee, department head, RTI Team, Milepost Lead, KEA Building Rep, KEA delegate, any train the trainer and/or PD presenter.

- After school teacher/tutor, summer school teacher, NHS, Key Club, Debate advisor, Student Council advisor, FFA advisor, girls talk, Quiz Bowl, Core program, Pep band, Spelling Bee coordinator, Battle of the Books.