

# **Master Contract**

## **And Procedural Negotiations Agreement**

**2022-23**

Between the  
Horseshoe Bend School District  
And the  
Horseshoe Bend Education Association

## Table of Contents

<b><u>SECTION 1 CERTIFICATED EMPLOYEES AGREEMENT</u></b>	<b>3</b>
<u>ARTICLE I - RECOGNITION</u>	4
<u>ARTICLE II - ACADEMIC FREEDOM</u>	4
<u>ARTICLE III - EQUITABLE TREATMENT</u>	4
<u>ARTICLE IV - SALARIES AND BENEFITS</u>	5
<u>ARTICLE V - LEAVES</u>	9
<u>ARTICLE VI - PERSONNEL RECORDS</u>	14
<u>ARTICLE VII - REDUCTION IN FORCE</u>	14
<u>ARTICLE VIII - EVALUATION PROCEDURE / APPEALS PROCESS</u>	14
<u>ARTICLE IX - GRIEVANCE PROCEDURE</u>	15
<u>ARTICLE X - DISCIPLINE OR DISMISSAL FOR CAUSE</u>	18
<u>ARTICLE XI - DISTRICT LEADERSHIP TEAM</u>	18
<u>ARTICLE XII - WORK DAY</u>	19
<u>ARTICLE XIII - CONTRACTUAL IN-SERVICE FRIDAYS</u>	20
<u>ARTICLE XIV - LEADERSHIP DEFINITION</u>	20
<b><u>SECTION 2 PROCEDURAL AGREEMENT FOR NEGOTIATIONS</u></b>	<b>21</b>
<u>ARTICLE I - RELATIONSHIP COMPACT BETWEEN SCHOOL DISTRICT #7 AND HBEA</u>	22
<u>ARTICLE II - PARTIES AND PURPOSE</u>	22
<u>ARTICLE III - DEFINITIONS</u>	22
<u>ARTICLE IV - REPRESENTATION AND RECOGNITION</u>	23
<u>ARTICLE V - SCOPE OF NEGOTIATIONS</u>	24
<u>ARTICLE VI - BARGAINING TEAMS</u>	24
<u>ARTICLE VII - INITIATING NEGOTIATIONS</u>	24
<u>ARTICLE VIII - NEGOTIATION SESSIONS</u>	25
<u>ARTICLE IX - AGREEMENT AND RATIFICATION</u>	25
<u>ARTICLE X - MEDIATION</u>	26
<u>ARTICLE XI - NEGOTIABLE MATTERS</u>	26
<u>ARTICLE XII - GROUND RULES FOR NEGOTIATIONS SESSIONS</u>	26
<u>ARTICLE XIII - INFORMATION</u>	27
<u>ARTICLE XIV - RIGHTS OF THE BOARD</u>	27
<u>ARTICLE XV - ASSOCIATION RIGHTS</u>	27
<b><u>SECTION 3 GENERAL PROVISIONS AND ACCEPTANCE</u></b>	<b>29</b>
<u>ARTICLE I - GENERAL</u>	30
<u>ARTICLE II - DURATION</u>	30
<u>ARTICLE III - ACCEPTANCE</u>	31

# SECTION 1

## CERTIFICATED EMPLOYEES AGREEMENT

## ARTICLE I Recognition

- A. The Horseshoe Bend Board of Trustees (“The Board”) recognizes the Horseshoe Bend Education Association (“The Association”) as the exclusive bargaining representative for the purposes of negotiations.
- B. The term “certificated non-administrative personnel” shall mean any certificated personnel for which the Association is the exclusive representative for the purpose of negotiations as defined in Idaho Statute.
- C. The term “employee” as used in this section shall mean “certificated, non-administrative personnel.”

## ARTICLE II Academic Freedom

- A. As a vital component of academic freedom, teachers shall be free to present instructional materials, which are pertinent to the subject and levels taught within the outlines of appropriate course content and within the instructional program. All issues that are sensitive, controversial, and/or disruptive to the education process shall be presented in a scholarly and objective manner within the limits of appropriate discretion and propriety.
- B. A teachers’ freedom of speech should not be used to persuade students to their opinion.
- C. Teachers shall follow District policy get prior approval from the Principal and/or Superintendent when intending to cover a controversial topic in their daily lesson plans.
- D. None of the above will affect instructional curriculum prescribed and/or outlined in District policy or in State Department of Education or Idaho Board of Education policy or guidelines.

## ARTICLE III Equitable Treatment

- A. The provisions of this Agreement shall be applied without discrimination as provided by the state and federal laws.
- B. The Board agrees that it will not discriminate against certificated employees because of their membership in employee organizations.

**ARTICLE IV**  
**Salaries and Benefits**

- A. The Board of Trustees is committed to a single salary program for teachers, which is based upon training and experience. Such a program makes no distinction between grade levels of teaching.
- B. Certified employees working less than nine (9) months, or working a full nine (9) months but less than a full day shall be compensated on a pro-rata basis. For example, certificated employees working part of a seven (7) period day will be paid one-seventh (1/7) of their daily salary for each period worked. Where the working day is not comprised of instructional periods, the length of the working day shall be determined by the number of instructional hours the professional employee is required to be present in the building.
- C. The Standard Salary Schedule for certificated employees for the 2022-23 school year only shall be as follows:

<b>RUNGS</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
<b>Residency</b>	40,742	41,486	42,231		
<b>Professional</b>	43,488	45,302	47,116	48,930	50,743
<b>Advanced Professional</b>	53,478	54,442	55,389		

1. Certified staff on Professional or Advanced Professional Rungs who have earned the BA+24 stipend will receive \$2,000 as a supplemental contract.
2. Certified staff on Professional Rungs or Advanced Professional Rungs who have earned the Masters stipend will receive \$3,500 as a supplemental contract.
3. In order to receive the BA+24 or Masters stipend, credits must be submitted to the district on or before the last Friday of September.
4. Staff will move one rung on the Standard Salary Schedule for each year they are employed by the district and meet the applicable performance criteria for the compensation rung (see Idaho Statutes 33-1001 and 33-1004B).
5. For staff whose salary on the 2022-23 Standard Salary Schedule would be less than their 2021-22 base contract amount, the 2022-23 Legacy Salary Schedule (below) will be used.
6. If earned, staff on the Legacy Salary Schedule will receive a BA+24 or Masters stipend as a supplemental contract.

### 2022-23 Legacy Salary Schedule

YEAR	BA	BA+12	BA+24	MA BA+36	MA+12 BA+48	MA+24 BA+60	MA+36 ES/DR
0	40,369	40,369	40,369	40,369	40,369	40,369	40,369
1	40,369	40,369	40,369	40,369	40,369	40,369	40,369
2	40,369	40,369	40,369	40,369	40,369	40,369	40,369
3	40,369	40,369	40,369	40,369	40,369	40,369	40,369
4	40,369	40,369	40,369	40,369	40,369	40,369	41,009
5	40,369	40,369	40,369	40,369	40,369	41,009	42,547
6	40,369	40,369	40,369	40,369	41,009	42,547	44,142
7	40,369	40,369	40,369	41,009	42,547	44,142	45,796
8	40,369	40,369	41,009	42,547	44,142	45,796	47,513
9	40,369	41,009	42,547	44,142	45,796	47,513	49,295
10	40,369	42,547	44,142	45,796	47,513	49,295	51,143
11	40,369	42,547	44,142	45,796	49,295	51,143	53,061
12	40,369	42,547	44,142	45,796	49,295	53,061	55,050
13 or more	40,369	42,547	44,142	45,796	49,295	53,061	57,114

\* Base - \$28,378 (4% increase from 2020-21 Master Contract amount of \$27,287)

#### D. Initial Placement

1. Prior teaching experience outside the District may be counted for salary purposes. Only those semester credit(s) earned subsequent to initial certification are counted for placement for new hires. Years of certificated experience are counted only if the experience was in an accredited public or private school. Years of service will be evaluated by the superintendent and placement made on the salary schedule. No credit will be given for substitute teaching or less than three-quarters (3/4) of a year of teaching.
2. All State or Board approved Credit(s) earned after the conferring of the Bachelor Degree will be accepted as additional professional preparation for initial placement.

#### E. Salary Schedule Advancement

1. All State or Board approved Credit(s) earned after the conferring of the Bachelor Degree will be accepted as additional professional preparation for advancement on the salary schedule.
2. Certificated employees who have worked full-time in the District for a period of time equivalent to one (1) school calendar year shall be advanced one (1) step on the salary schedule for the following year. Step advancement of half-time (.5 FTE), or less, employees shall require two (2) calendar years.

F. Payroll Deductions

The Board of Trustees will direct the Superintendent to develop policy and procedures to allow for appropriate payroll deductions. These deductions may include approved banking institutions, vendors, savings plans, health and medical insurance and teacher association deductions.

G. Salaries for Coaching and Activities

1. All coaching and activities openings will be first opened to the staff and posted at each building for five (5) days.
2. The Board will determine which contracts will be issued for extra duty assignments in accordance with Idaho law.
3. Nothing herein shall prevent the Board from removing an extra duty assignment from an employee with appropriate reduction of extra-curricular salary from pre-existing levels. Idaho Code Section 33-515.
4. Each extra-curricular employee, excluding athletics, will receive a non-binding notice of intent regarding employment for the successive year, as part of the annual evaluation.

H. Unanticipated Funds Clause

In the event that there is an unexpected increase in the unit distribution factor, the Board agrees to the following:

1. NOTE: Each year after the conclusion of the legislative session, the State Department of Education certifies to the Idaho school districts a unit distribution factor. This unit distribution factor is based on projected financial and average daily attendance data. The unanticipated funds referred to herein would be the difference between the projected unit distribution factor provided in April/May and the final unit distribution factor determined at year-end.
2. The parties agree that any and all unanticipated funds as described herein shall be applied at the discretion of the Board consistent with its legal duties and obligations.

I. Insurance Benefits

1. For the 2022-23 school year:
  - A. The District will offer three medical insurance options

- a. PPO (roll-over of current plan)
    - b. CCO SAHA
    - c. HSA
  - B. The District will offer two dental insurance options
    - a. Basic Dental
    - b. Blue Connect
  - C. The District shall contribute
    - a. 90% of medical premium
    - b. 100% of vision premium
    - c. 100% of basic dental or \$27.70 per month towards Blue Connect premium
  - D. For those employees who choose the HSA medical plan, the District will contribute monthly the difference between the District's 90% contribution (\$694) and the monthly premium of the HSA plan (\$639) to the employee's Health Savings Account (\$55).
- 2. Each employee may participate in the Section 125 Plan and select optional benefits to the extent allowed by law. The optional benefits offered shall be:
  - Salary Protection (disability) Insurance
  - Individual Term Life (Section 79)
  - Intensive Care Insurance
  - Cancer Insurance
  - Two Party Dental
  - Individual and Family Dental
  - Individual and Family Vision
  - Flexible Benefit Plan Options
  - Life Insurance
- 3. Insurance benefits will be calculated and the cost of premiums shared by the school district and the employee. No insurance benefits will be provided to those who work less than half-time. Unless otherwise required by the District's health insurance carrier policy or the Affordable Care Act, the example below is based on a seven (7) period day of instructional time:
  - Secondary Schools:
    - 4 or more classes = 100% benefits
    - 3 classes = 50% benefits
    - 1 to 2 classes = no benefits
  - Elementary Schools and Other Certificated Staff:
    - Full-day contract= 100% benefits
    - Half-day contract = 50% benefits



## ARTICLE V

### Leaves

\*All leaves will be pro-rated for employees working less than full-time based on their established work day.

#### A. Sick Leave

1. At the beginning of each school year, each full-time certificated employee will receive nine (9) days of sick leave per school year.

Any employment over nine (9) months earns one (1) day of sick leave per month.

2. The unused portion of such allowance shall accumulate from year to year without limitation. The District shall track and record accumulated sick leave in hourly increments and provide such record to employees upon request. Unused sick leave shall be governed in accordance with Idaho Code Sections 33-1216 through 1218 and 33-1228. Employees shall not receive compensation for unused sick leave from the District.
3. Sick leave is to be used for absences caused by physical illness, mental illness (visiting a counselor, psychiatrist or psychologist), accidents, or disabling conditions or if the same conditions exist in the immediate family. The immediate family will include spouse, children, parents, sisters, brothers, grandchildren and grandparents by blood or marriage. In addition, any person living with the employee and dependent on the employee for financial or physical support shall be considered immediate family.
4. In the event of an emergency school closure, personnel who have arranged for sick, personal and bereavement leave shall not be charged for that leave.
5. In the event that an employee has missed three (3) consecutive days the administration has the right to request a doctor's written verification, provided that the Board retains the authority, upon reasonable basis, to require proof of illness at any time (Idaho Code 33-1216(b)).

#### B. Sick Leave Bank

1. Each certificated employee of the District covered by this contract may participate in the District sick leave bank. To participate each employee shall contribute two (2) days of his/her earned sick leave days, members may continue to contribute days to the bank throughout the school year. Sick leave days thus contributed shall be deducted from the individual's annual sick leave entitlement. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participating employees upon recommendation of the sick leave bank

committee for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave and personal leave.

2. Application for use of the bank shall be submitted to the sick leave bank committee for their recommendation. The committee shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness from a licensed physician at the time of application and from time to time after a grant has been made.
3. After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.
4. In order for a certificated employee to be eligible to apply for sick leave benefits from the sick leave bank, the employee must first (1) be a contributor to the bank and (2) have been absent from work due to illness or accident for all of his/her accumulated sick leave and personal leave days.
5. The final date for entry/exit in the bank will be September 1 of each year. Once an employee is entered in the bank, they remain until the written notice is given to withdraw.
6. The maximum number of days that can be granted to a member in any one fiscal year will be limited to no more than one half of the accumulated number of days in the sick leave bank (unless by a unanimous vote of the sick leave bank committee). The number of sick leave days granted should not exceed the number of days absent from work due to illness or accident.
7. Once an employee has been granted sick leave days from the bank, that employee must contribute 2 days to be eligible to use the bank again. Employees withdrawing from the sick leave bank will not be reimbursed for sick leave days that they have donated. Employees leaving the district will not be reimbursed for sick leave days donated to the sick leave bank.
8. When the sick leave bank drops below 40 accumulated days members will be asked to contribute 1 to 2 days to bring the bank days available to 40. All sick leave bank days remain active even if contributing employees leave the district.
9. Sick leave bank days are granted for the individual employees' illness and will not be granted for relatives that the employee is taking care of or requests days off for. Sick Leave Bank days are to be used for a catastrophic illness or disease.
10. Bank grants to individual employees will not be carried over from one fiscal year to another and all such grants will end at the termination of the fiscal year. If a certificated employee does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank.

11. The sick leave bank committee shall consist of three (3) members, two elected by the Association and one representing the District. The committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the employee's record.
12. The sick leave bank committee will meet at least once a year (suggested around May 15) to review new members, exiting members, and issues. The District Clerk and Horseshoe Bend Education Association President will make sure forms are given to new employees during opening in-service dates.

C. Bereavement Leave

1. Bereavement leave may be used for any relative residing in the employee's household or the following family members: spouse, mother, father, daughter, son, brother, sister, aunt, uncle, nephew, niece, grandparent and grandchild by blood or marriage.
2. An employee suffering the loss of an applicable relative may take bereavement leave with pay for up to three (3) days per occurrence. An employee may take an additional two (2) days of sick leave, for a maximum of five (5) days per occurrence of in-state bereavement leave.
3. If the bereavement requires leaving the state up to an additional five (5) days of sick leave may be used.
4. Bereavement leave is non-accumulative.

D. Personal Leave

1. Each employee shall be entitled to three (3) personal leave days per year. Personal leave may be used for any reason deemed necessary by the employee. Advance notice of the days will be given when possible using the District provided form. Personal days may be taken as full or half days at the discretion of the employee.
2. Only ten percent of the staff will be granted personal leave requests for extended leaves before or after school holidays. Requests will be granted on a "first submitted" basis, or in the immediate Supervisor's discretion if necessary to differentiate between multiple requests submitted simultaneously. The Superintendent may agree, in his or her sole discretion, to grant additional personal leave requests under extenuating or unusual circumstances.
3. Personal leave must be used in the current year and shall not accumulate as personal leave. Unused personal leave days will be converted to sick leave and will be "rolled over" to the next fiscal year as sick leave.

E. Civic Duty Leave

Civic duty leave shall apply to court-required appearances for that portion of the day that attendance is required. Leave with pay will be granted for a jury summons or a witness subpoena.

The employee will be asked to submit remuneration received from carrying out civic duty except for mileage, parking, and reimbursement for meals. Idaho Code Section 2- 201.

F. Professional Leave

Paid leave will be granted at the discretion of the administration to any School District employee. The purpose of Professional Leave is for the professional advancement of the employee and the improvement of the educational process of the School District.

G. Military Leave

The district will grant unpaid leave to employees who are members of a military reserve unit to meet military obligations when a written request is made in accordance with Idaho Code 65-501. The employee is obligated to communicate with the district regarding his/her expected return date while serving in the reserve and to either return to the district or resign when the obligation has been fulfilled. Employees may use personal leave to cover absences.

H. Family and Medical Leave

All eligible employees of this district may take leave as provided by the Family and Medical Leave Act (FMLA). The FMLA entitles eligible employees to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons. Idaho Code Section 33-1216, Family and Medical Leave Act of 1993, 29 USC 2654, 58 CFR 31812 through 31839, District Policy #407. "Eligible employees" means eligible pursuant to the FMLA, not eligible pursuant to this agreement.

I. Extended Leave

1. After each seven (7) years of continuous service in this District a certificated employee may request a one (1) year leave of absence.
2. Continuing professional employees may be granted leaves of absence without pay for up to one year. Employees should apply for leave before April 15 of year preceding leave. In the case of medical emergency or family illness, the deadline may be waived. A limit of two (2) employees may apply for extended leave per calendar year. Requests will be granted on a "first submitted" basis, or in the immediate Supervisor's discretion if necessary to differentiate between multiple requests submitted simultaneously. The Superintendent may agree, in his or her

sole discretion, to grant additional extended leave requests under extenuating or unusual circumstances. Upon return from such leave, the professional employee will be guaranteed an equivalent position held prior to the commencement of the leave.

3. No advancement will be accrued on the salary schedule or for retirement purposes for the duration of the leave. Employees granted extended leaves will inform the District, in writing, of their intent to return to work on or before April 15 preceding September 1, the next school year. Failure to do so will result in employee's termination of all rights granted under this agreement.
4. A certificated employee may remain a part of the group insurance plan during his/her extended leave as allowed by group carrier. The certificated employee will be responsible for paying the monthly premiums.

J. Association Leave

1. This District will allow 6 days absence, with pay, to the aggregate (not individually) of the certificated and non-certificated personnel to attend association activities including: those days provided by Idaho Code, such as IEA state level meetings, Board of Director's meetings and Delegate Assembly. Notification of this absence shall be given in writing to the principal at least three (3) days prior to the absence. The employee will use the district forms for leave requests.
2. Other Association leave days shall be provided with the Association paying the cost of the substitute and with the following conditions:
  - a. There is a substitute available.
  - b. The Association has agreed to pay the cost of the substitute.
  - c. The leave period will not extend a vacation or occur during parent-teacher conferences.
  - d. The principal and superintendent approve the request in advance.

K. Absence Without Pay

Deductions for approved personal absences not authorized in the preceding circumstances shall be on the basis of the individual pro-rated salary of each day absent.

L. Maternity Leave

While on Maternity leave, a staff member may use sick leave or "pay your substitute" by having the district deduct the cost of a substitute (at the long-term substitute pay rate) for every day on maternity leave, up to 8 weeks. The choice to "pay your substitute" may not span academic years.

ARTICLE VI  
Personnel Records

- A. This district will maintain a personnel file for each employee. Each file will contain any and all material relevant to the evaluation of the employee. Timely notice will be given to the employee of all materials placed in the personnel file. The employee will have the right to attach a rebuttal to any materials that are objected to by the employee.
- B. Personnel files are confidential with the exception of information contained in the file pertaining to public service or employment history, classification, pay grade and step, longevity, gross salary and salary history, status, workplace and employing agency.
- C. An employee has the right to access his or her own personnel file upon request and will be provided copies of materials contained in the file. However, an employee is not entitled to access letters of recommendation or material used to screen and test for employment.
- D. An employee into whose file a letter of reprimand has been placed, may request of his/her immediate supervisor after three (3) years of the placement of said letter that a letter of clarification be attached affirming that the behavior has not reoccurred. The supervisor shall attach the requested letter of clarification.
- E. District administration of certificated employee personnel files shall be in accordance with applicable law, including Idaho Code 33-1210; 9-340(3)(a); 33-5170; and 33-518 and/or other applicable state and federal laws.

ARTICLE VII  
Reduction in Force

Should it become necessary to reduce staff, the Board shall comply with relevant Idaho statutes.

ARTICLE VIII  
Evaluation Procedure

Evaluation procedures shall be consistent with relevant Idaho statutes. An employee receiving an "unsatisfactory" evaluation may appeal that determination in accordance with the grievance procedure described in Article IX.

- A. Evaluation Appeals Process. If a teacher or pupil staff person disagrees with the findings of their evaluation, the teacher shall have the following rights of appeal:
  - 1. The right to review and rebut any evidence the administrator used in the administrator's findings. If the rebuttal provides clear and convincing evidence to the contrary of the administrator's findings, the evaluation must be changed to

reflect the evidence.

2. The right to request another observation and a second evaluation by the same administrator who did the first evaluation, or to request an additional observation and evaluation by an alternate administrator.
3. The employee may choose which to accept for the final evaluation.
4. If, at the end of the process, the employee does not believe the evaluation process was followed or the conclusion of the evaluator are not supported by the evidence and data, the employee may utilize the grievance process to come to a final resolution.

#### ARTICLE IX Grievance Procedure

- A. The purpose of this grievance procedure is to secure, at the lowest administrative level possible, a solution to address a grievance.
- B. Guidelines. A written grievance shall meet the following specifications:
  1. It shall be specific, stating the specific section of the contract or district policy which has been allegedly violated and the manner in which it has been violated.
  2. It shall state the date of the alleged violation.
  3. It shall contain a synopsis of the facts giving rise to the alleged violation.
  4. It may include a list of witnesses, if appropriate.
  5. It shall state the relief requested.
  6. It shall be signed by the grievant(s).
- C. Since it is important that grievances be processed as efficiently 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 may be extended by mutual agreement of the parties.
- D. All written and printed documents dealing with the grievance will be filed separately from the personnel file of the grievant(s).
- E. There shall be no reprisal, restraint, interference, coercion, or discrimination by the board or administration as a sole consequence of presenting a grievance, which affects the employment status of any party in interest.

F. An employee filing a grievance will be entitled to a representative of the employee's choice at each step of the grievance procedure. The school district will also be entitled to a representative at each step of the grievance procedure.

G. Definitions:

1. Grievance - a "grievance" shall mean a claim that there has been a violation, misapplication, or misinterpretation of, or otherwise arises under, any of the provisions of the Master Contract, written board policy, or applicable law.
2. Grievant - a "grievant" is a certificated employee or group of certificated 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 school is in session within the regular school year as shown in the school calendar. If the grievance extends beyond the regular school year, a "day" means any day, Monday through Friday, exclusive of holidays.

H. Level 1

1. The employee may present his/her complaint to the principal or appropriate administrator and make every effort to resolve the complaint in an informal manner. Administration shall respond within six (6) working days following presentation of the complaint.
2. If the employee is not satisfied with the progress of his or her complaint, a grievance must be put in writing and received by the employee's immediate supervisor within six (6) working days of the Administration's response in the preceding paragraph, or if the complaint is not presented informally under the preceding paragraph, within six (6) working days of the incident giving rise to the grievance. The grievance must state the nature of the grievance and the remedies sought.
3. The immediate supervisor will provide a written response to the employee within six (6) working days of receipt of a written grievance.

I. Level II

1. If the employee is not satisfied with the response of the immediate supervisor, or if there is no response within six (6) working days, the employee may appeal the grievance to the superintendent or the superintendent's designee within five (5) working days after receiving a response or within five (5) working days from the



date a response should have been received.

2. The superintendent or his or her designee will communicate with the employee within six (6) working days in an effort to resolve the appeal.
3. Within five (5) working days of communicating with the employee, the superintendent or his or her designee will provide a written response to the employee.

J. Level III

1. If an employee is not satisfied with the response of the superintendent or his or her designee, or if no response was received, the employee may request a review of the grievance by a panel within five (5) working days of receipt of the response or failure to receive a response.
2. The panel shall consist of one (1) individual designated by the board, one (1) individual designated by the employee, and one (1) individual agreed upon by the two (2) appointed members for the purpose of reviewing the appeal. Panel members will accept their appointments with the understanding they will not be compensated for their service on the panel.
3. The panel shall appoint a time and place for hearing and cause notification to the employee and the board not less than five (5) days before the hearing. Appearance at the hearing waives the notice requirement. The hearing shall be scheduled within ten (10) working days of the date that the third panel member accepts his or her appointment.
4. The panel shall have authority to establish procedural rules and hold a hearing, during which the employee and board shall be given an opportunity to call and cross-examine witnesses and present its case with supporting evidence and argument. The panel will submit its written decision within five (5) working days following completion of the review in writing to the employee, the superintendent, and the board.
5. The panel's decision will be final and conclusive resolution of the grievance unless the board overturns the panel's decision by resolution at the board's next regularly scheduled public meeting. Either party may, within twenty-eight (28) calendar days of the filing of the board's decision, appeal to the district court of Boise County. Judicial review of the board's decision will occur in accordance with sections 67-5270 through 67-5279 of the Idaho Administrative Procedure Act.

K. Further Clarification

1. Utilization of the grievance procedure will not constitute a waiver of any right of

appeal available pursuant to law or regulations.

2. An employee shall be required to exhaust administrative remedies as outlined in these grievance procedures as a jurisdictional prerequisite to any subsequent attempt to seek any form of judicial review, relief, reinstatement, injunctive relief, monetary recovery, or any other claim or assertion of legal rights against the District as a result of or arising from any incident(s) or series of incidents known to the employee which could have formed a basis for a grievance under this Article.
3. An employee of the district will be required to review and sign any entries made to his or her personnel file. The employee may inspect documents contained in his or her official personnel file at reasonable times and places, in the presence of appropriate district officials.
4. A grievance may be withdrawn at any level without prejudice or record.
5. Copies of all written decisions of grievances at any level shall be sent to all parties involved unless it breaks confidentiality guidelines or district or state policy and regulations.
6. Disagreement with and/or disapproval of existing policy or procedures are not cause for a claim of grievance.
7. Forms for filing and processing grievances shall be available from the building principal or in the district office.

#### ARTICLE X

##### Discipline or Dismissal for Cause

No renewable contract certificated employee covered by this agreement shall be disciplined, reprimanded, non-renewed, dismissed or terminated without just and sufficient cause.

#### ARTICLE XI

##### District Leadership Team

###### A. Composition

The District Leadership Team will consist of the Superintendent, building Principals, and representatives from each school (elementary, middle, and high), and typically be comprised of no more than six individuals. At the beginning of the school year, representatives from each school can express their interest in serving on the team, and criteria for selection will be:

- Knowledge and leadership capacity
- Unique or specialized perspective the individual can bring to the team

- Specialized training
- Respect for and influence among colleagues
- Ability to balance the team composition

#### B. Purpose

The primary purpose of the Horseshoe Bend School District Leadership Team is to focus on improving teaching and learning through a continuous improvement process. The team will annually review the School Effectiveness Framework, and out of this review, adopt school goals, select strategies to achieve the goals, and monitor progress towards the goals. Additionally, the leadership team may help develop and provide input into other relevant district issues including, but not limited to, the district calendar, professional development, curriculum, policy, etc...

### ARTICLE XII Work Day

Regarding the “work day”, the following provisions will be met:

1. The regular daily of work for professional employees shall be from 7:45am to 4:00pm. Professional employees may leave early on days preceding holidays. Consideration shall be given to supervision of students as school is dismissed.
2. Each day shall include a minimum of thirty (30) minutes of continuous duty-free lunch.
3. Certificated personnel are encouraged to participate and support school activities.
4. Certificated personal are expected to attend after work hour meetings as requested by the school administration, such as staff meetings, PTO meetings, Open House, curriculum development, etc... not to exceed two (2) hours per week.
5. Each week shall include a minimum of 180 minutes duty-free preparation time for full-time certificated employees during instructional time.
6. If the above commitments are not met, the Leadership Team will immediately convene to evaluate the circumstances of the shortcomings and determine a mutually acceptable solution.
7. If the Leadership Team is unable to reach a mutually acceptable solution, the employees may elect to pursue a grievance as outlined in this agreement.

ARTICLE XIII  
Contractual In-Service Fridays

Staff may choose to work from home on one contractual Friday to be determined by administration.

1. Administration will make the determination as soon as possible, but not less than one month prior to the Friday in question.
2. The district reserves the right to conduct any contractual Friday in-service training remotely if it is determined that remote delivery is in the best interest of the staff (i.e. dangerous road conditions, training better delivered virtually than live, concern over spreading illness, etc...).

ARTICLE XIV  
Leadership Definition

An Advanced Professional certified instructional staff person shall be considered to have demonstrated professional leadership is he/she meets any of the following criteria:

1. Serves on a district leadership committee or other committee providing guidance to the district, a department, program, or school building.
2. Serves on a site-based committee providing guidance, direction to staff, or one that makes site-based decisions.
3. Serves in a leadership position in a professional association related to public education.
4. Serves on a community or state group/organization that works to benefit public education.
5. Has received a Master Educator Premium or National Board Certification
6. Documents providing mentoring, instructional coaching, collegial support, or professional development to staff.
7. Athletics coach or activities advisor.
8. Other (if you are unsure where your leadership role may fit, discuss with your principal).

## SECTION 2

# PROCEDURAL AGREEMENT FOR NEGOTIATIONS

ARTICLE I  
Relationship Compact  
Between  
School District #73 and HBEA

The District and Association agree that an interest-based approach shall be used as the basis for both individual problem-solving activities as well as contractual negotiations. To this end, the District and Association will focus on: Operating in an honest and open manner, promoting and disseminating positive information about the successes of the Horseshoe Bend School District to the public; soliciting interests of all stakeholders; consulting with appropriate parties; and using joint communication statements on key issues. The District and the Association recognize that providing a quality education for the pupils of the District is their mutual aim.

ARTICLE II  
Parties and Purpose

This Agreement is between the Board of Trustees of School District No. 73, Horseshoe Bend, Idaho (hereinafter “Board”, or “District”) and the Horseshoe Bend Education Association and/or local Idaho Education Association members (hereinafter “Association”), to establish procedures for bargaining and the specific items to be bargained between the parties pursuant to the provisions of Idaho Code Sections 33-1271 to 33-1276.

ARTICLE III  
Definitions

---

As used in this Negotiations Procedural Agreement:

- A. “Negotiations” means publicly meeting and conferring in good faith by a local board of trustees and the authorized local education organization, or the respective designated representatives of both parties for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in a negotiation agreement between said parties.
- B. “Good faith” means honesty, fairness and lawfulness of purpose with the absence of any intent to defraud, act maliciously or take unfair advantage or the observance of reasonable standards of fair dealing.
- C. “Professional employee” means any certificated, non-administrative employee of a school district.
- D. “Local education organization” means any local district organization duly chosen and selected by fifty percent (50%) plus one (1) of the certificated, non-administrative employees.
- E. “School District” and “Horseshoe Bend Public Schools” means the Horseshoe Bend School District No. 73 in the City of Horseshoe Bend and County of Boise and State of

Idaho.

- F. The term "Board" means the Board of Trustees of the Horseshoe Bend School District No. 73 in the City of Horseshoe Bend and County of Boise and State of Idaho.
- G. The term "Superintendent" means the Chief Executive Officer of the Horseshoe Bend School District No. 73 in the City of Horseshoe Bend and County of Boise and State of Idaho.
- H. The term "Association" means the Horseshoe Bend Education Association ("HBEA"), an affiliate of the Idaho Education Association ("IEA") and the National Education Association ("NEA").
- I. The term "School Year" means the period of time from the first day of pre-school orientation activities through the closing of the schools of the District as established by the official school calendar.

#### ARTICLE IV

##### Representation and Recognition

- A. The Board recognizes that the Horseshoe Bend Education Association (hereafter "Representative Organization") is the local education organization authorized to and serving as the bargaining representative of all certificated, non-administrative employees of the Board.
- B. The Representative Organization recognizes that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of Idaho and rules and regulation of the Idaho State Board of Education and State Superintendent, may not be delegated, limited or abrogated by agreement with any party. Accordingly, if any provision of this Agreement or any application of this Agreement to any employee covered hereby shall have effect only to the extent permitted by law.
- C. Should the Board request, prior to negotiations of the Master Contract, the Association will arrange a secret ballot to determine whether the HBEA in fact, has majority approval to represent the professional employees. At the request of the Board, a neutral, third-party observer may be chosen by mutual consent to monitor the process.  
  
If the election determines that majority approval no longer exists, the recognition of the HBEA as the bargaining unit will immediately cease and the Board will have no further obligation to negotiate with the HBEA.
- D. If the HBEA no longer represents a majority of the certificated, non-administrative employees, the district may bargain for the ensuing year's contract with any other education association which has majority approval.

If no other education association has a majority approval, the District will not be required to negotiate with any alleged representative group, until an education association can

prove it represents the majority.

## ARTICLE V Scope of Negotiations

The Board and the HBEA agree to meet and negotiate in good faith on all matters as specified in this Negotiations Procedural Agreement.

## ARTICLE VI Bargaining Teams

- A. Negotiations teams shall be limited to four members for each party (three members plus one alternate). More team members may be added by mutual agreement of the Association and the Board. The presence of two Board representatives and two Association representatives is necessary for a quorum at a session. A quorum is only necessary when a temporary or final agreement is being reached.
- B. In the event a vacancy occurs, the District and Association have the right to replace members and shall upon doing so, notify each other of such replacements in writing.
- C. The individual or individuals selected to negotiate for the professional employees shall be a member of the organization designated to represent the certificated, non-administrative employees and shall be a professional employee of the local school district. However, in the event a local board of trustees chooses to designate any individual(s) other than the superintendent or elected trustee(s) of the school district as its representative(s) for negotiations, the local educational organization is authorized to designate any individual(s) of its choosing to act as its representative(s) for negotiations. Negotiations pursuant to this Agreement shall only occur between the respective designated representatives. In the event a vacancy occurs, the District and the Association have the right to replace members and shall upon doing such notify each other of such replacements in writing.
- D. By mutual consent, additional outside resources may be utilized during negotiations.

## ARTICLE VII Initiating Negotiations

- A. Written requests for the commencement of negotiations between the Board and the representative Organization may be submitted by either party. Such request(s) will specify the subject matter(s) to be considered. Representatives of the Board and the Representative Organization shall exchange names of the Chairman and members of the Negotiating Team at least twenty (20) school days prior to the beginning of negotiations unless otherwise mutually agreed by the parties.
- B. A written response will be made within ten (10) school days of the receipt of any such written request.



- C. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party; provided, however, that the first meeting shall be held within twenty (20) school days of such written request.

## ARTICLE VIII Negotiation Sessions

- A. The Teams shall meet on mutually agreeable dates, time, location, and frequencies. Each negotiation session shall be no more than two hours in duration and exceed this limit only after the mutual consent of team members.
- B. The scribe should be responsible for keeping the minutes of each negotiation session. These minutes should record the interests, options and tentative agreements made during the negotiations. The minutes should also record the committees and person(s) responsible for various assignments, along with the scheduled times for future meetings. The scribe will type the minutes and submit them to the negotiation teams for approval. All minutes and documents exchanged during sessions will be kept at the District Office and available to the public for inspection.

## ARTICLE IX Agreement and Ratification

- A. Once tentative agreement is reached by the negotiation Team(s) on a proposal, each team member will initial and date two copies of the approved draft of the proposal. One copy will be retained by the Board and one by the Association.
- B. Any tentative agreement reached by the negotiation Team(s) shall be submitted to the Board and the Association, respectively. The goal is to have all agreements ratified by the May school board meeting with June 10th being the final date. This time limit is a target only and may be adjusted by consensus of team members. Upon ratification by both parties the President of the Association, the Chairman of the Board shall sign it. When an agreement has been ratified, it constitutes a binding agreement. The negotiation does not limit the authority of the Board of Trustees, superintendent, or administration to extend or increase minimum benefits provided in the agreement.
- C. If either the Association or the District does not ratify the agreement, the other party shall be notified within two (2) days of the time such action is taken and the parties shall resume contract negotiations.

## ARTICLE X Mediation

- A. If negotiations have reached an impasse, either the Board or the Association may request that the issue(s) in dispute be submitted to mediation.
- B. The Board and the Association agree to use a mediator appointed by the Federal Mediation and Conciliation Service for the purpose of mediation.
- C. The mediator will arrange the format, dates, and times of meetings.
- D. The mediation period should last no longer than thirty (30) days after the appointment of a mediator.
- E. Costs of mediation, if any, and actual and necessary travel expenses, shall be shared equally by the Board and the Association.

## ARTICLE XI Negotiable Matters

- A. Written requests for negotiations may be submitted by either the District or Association. Proposed items for negotiations should be submitted twenty (20) days prior to the commencement of negotiations. The dates for negotiation sessions must be mutually agreed upon.
- B. The Master Contract shall be open for negotiations at any time upon mutual agreement.

## ARTICLE XII Ground Rules for Negotiations Sessions

- A. Everyone is responsible for the success of the process.
- B. All members will sit at the table in an informal mixed order.
- C. The team will consist of those present at the table.
- D. A scribe will be selected to keep a written record of the process. A copy will be distributed to all members following each meeting.
- E. Agenda, date and place will be determined prior to leaving current meeting and will be posted 24 hours prior to meeting.
- F. Moderator will alternate between team members.
- G. Focus on issues rather than individuals.

- H. Treat each other with respect.
- I. Tentative agreements will be will be initialed by each member of the team(s) (those present).
- J. Concerns not directly related to the issues at hand will be put in the “parking lot” until the debriefing session or other appropriate time.
- K. All rules are subject to group modification and additional ground rules may be added at any time.
- L. Team members will hold each other to the ground rules.
- M. Meetings will last no more than two hours unless mutually agreed upon to extend the time.

#### ARTICLE XIII Information

- A. The District agrees to supply information relevant to the items of the negotiations as required by the provisions of the Public Records Act, Idaho Code Section 9- 338 and following.
- B. The Association agrees to supply information relevant to the items of the negotiations.

#### ARTICLE XIV Rights of the Board

- A. The Board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of Idaho and/or the United States.
- B. The Board is responsible for the management of the School District.
- C. On Board request, the Association will provide proof of authorization for negotiation as according to Article IV.

#### ARTICLE XV Association Rights

- A. The Association may use District school buildings for meetings and to transact official business on school property at all reasonable times, including before and after school; scheduling such use in advance with the principal of the school; as long as the meeting shall not interfere with, nor interrupt, normal school operations.
- B. The Board agrees to allow for deduction from salary for payment of dues to HBEA, IEA and NEA for the employee.

- C. The Association shall have the right to place appropriately identified notices, circulars and other information on designated school bulletin boards, in the employees' mailboxes, and by e-mail.
- D. The District will provide a copy of the most recently published policy manual to each school faculty room, or a copy will be maintained on the school website. Updates and revisions to the manual will be provided in a timely manner.
- E. The District will provide a copy of the monthly school board packet (no confidential items included) to the HBEA. It will be available on the school website.

## SECTION 3

# GENERAL PROVISIONS AND ACCEPTANCE

## ARTICLE I

### General

- A. No change, rescission, alteration, or modification of this Agreement shall be valid unless the same is ratified by both the Board and the Association and endorsed in writing hereon.
- B. This Agreement shall be governed and construed according to the Constitution and the laws of the State of Idaho.
- C. Should any article(s) or section(s) of this Agreement be found to be in conflict with either existing law or any law enacted or decision rendered after the ratification of this Agreement, said article(s) or section(s) of the agreement which do not conflict with such laws shall remain valid and binding upon the parties and shall be interpreted without reference to the invalid sections.
- D. Nothing contained herein is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education, and the Board of Trustees of School Districts by the laws of the State of Idaho. Each School District Board of Trustees is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or acts of God. Nothing contained herein shall diminish the right of the Board of Trustees of the District to promulgate rules and regulation for the governance of the District as provided by Idaho Code Section 33-506.
- E. All items in this agreement are presumed to be legal and valid. If any specific item of this agreement shall be ruled invalid by a court of law or a government 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 II


### Duration


The provision(s) of this agreement shall become effective as of its ratification and will continue and remain in full force until implementation of a successor agreement, not to exceed one (1) year for compensatory items and two (2) years for non-compensatory items.

ARTICLE III  
Acceptance

This Tentative Agreement is signed this 7<sup>th</sup> day of June, 2022.


IN WITNESS THEREOF:


  
\_\_\_\_\_  
For the Board

  
\_\_\_\_\_  
For the Association

This Final Agreement is signed this 15<sup>th</sup> day of June, 2022, and shall be binding upon the parties.

IN WITNESS THEREOF:

  
\_\_\_\_\_  
Board Chairman

  
\_\_\_\_\_  
HBEA President

