

**PROCEDURAL AGREEMENT
AND NEGOTIATED CONTRACT**

BETWEEN

**BRUNEAU-GRAND VIEW
JOINT SCHOOL DISTRICT NO. 365**

AND

BRUNEAU-GRAND VIEW EDUCATION ASSOCIATION

SCHOOL YEAR
2011-2012

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NEGOTIATIONS PROCEDURAL AGREEMENT

AGREEMENT, made this 16 day of June, 2011, between the Board of Trustees of the Bruneau-Grand View Joint School District No. 365 (hereinafter "Board" or "District") and the Bruneau-Grand View Education Association (hereinafter "Association").

Pursuant to the provisions of 33-1271 through 33-1276, Idaho Code, the Parties hereto agree as follows:

A. EXCLUSIVE REPRESENTATIVE:

The Board recognizes the The Bruneau-Grand View Education Association (hereinafter "Association") to be the exclusive bargaining agent for all certificated employees of the District except for the following:

Superintendent
Building Principals
Administrators

The Association has certified that it has been duly chosen and selected by a majority of the professional certificated employees of the District as the representative organization for conducting negotiations with the District.

If requested by the Board, the President of BGVEA or other representative organization will report that they are still the representative of the bargaining unit and this status has not been successfully challenged since the last vote. If a challenge to the Association's authority has been initiated by a certificated employee, the success or failure of the challenge will be reported to the Superintendent by the President of the Association prior to the opening of negotiations.

B. SCOPE OF NEGOTIATIONS:

The Board and the Association agree to negotiate with regard to the following subject matters:

1. Salary
2. Extra Curricular Salary Schedule
3. Insurance
4. Certificated Staff Leaves and Absences
5. Sick Leave and Sick Leave Bank

C. NEGOTIATION TEAMS:

Each of the parties shall select a Negotiation Team which shall be comprised of no more than four members, and a consultant as deemed necessary by each team.

D. SPOKESPERSON:

Each Negotiation Team shall select one person to serve as the spokesperson in carrying out negotiations. The team spokesperson will serve as the chief negotiator for each team but may invite comments from other team members relative to the item under discussion.

E. COMMENCEMENT OF NEGOTIATIONS:

1. Notice of desire to negotiate any negotiable items as herein defined, shall be provided, in writing to the other party prior to the first day of February. If the first day of February is a weekend day, such notice shall be provided by the last working day prior to the first day of February.
 - a. Should the Board desire to enter into negotiations, notice shall be provided to the Association President or designee. Should the Certificated Teaching Professionals desire to negotiate, notice shall be provided to the Superintendent of the District or designee.
2. Upon receipt of written request prior to the first day of February, negotiations shall commence at an agreed upon time after the first business day of March and shall terminate no later than the June 10, of each year, unless such date is otherwise extended by mutual agreement.
 - a. Upon reaching the June 10 of each negotiation year, the matters for which the Negotiation Teams have reached a tentative agreement will be put before the respective parties for a vote by Association by June 15 and School Board by June 22 in accordance with the terms and provisions of this agreement. If the Association does not ratify an agreement by June 15, the Board will approve their last best offer as final.
3. Prior to commencing negotiations, each party shall submit to the other a written list of the members of the Negotiations Team, with identification of the spokesperson for negotiations.
4. The District agrees to make available to all interested parties, when requested, such public information as documents pertaining to the

financial resources of the District, such as annual financial reports, June Budgets, salary schedule/salary matrix with distribution of personnel, annual Audits, and agendas and minutes of Board meetings.

5. The first meeting and all successive meetings of the Negotiations Teams shall be conducted on a date and at a time mutually agreeable to the negotiators.
6. The meetings of the Negotiations Teams shall occur in the conference room, auditorium and/or board room of the District or at any other location of the District mutually agreed upon by the Negotiations Teams.
7. Negotiations shall not be conducted during school hours, unless mutually agreed upon by the Negotiations Teams.
8. During negotiations, any member of any Negotiation Team may call for a caucus. A requested caucus shall halt the negotiation session for no longer than thirty (30) minutes, unless the time is extended by mutual agreement.
9. Each negotiation session shall last no longer than two and one-half (2 ½) hours, unless extended by mutual agreement.
10. The next negotiation session (day and time) will be determined by the respective teams prior to the conclusion of the current meeting.
11. Negotiations shall be conducted in open session. In open session, only members of the Negotiation Team for each party may participate in the negotiations. Any person who is not a member of the Negotiation Teams and who attends an open meeting session and interferes with the negotiations may be requested to leave by either team.
12. Minutes of negotiations meetings shall be maintained. Negotiation meetings may be tape-recorded, if mutually agreed to by both parties, in order to facilitate keeping of minutes. Such minutes will be made by a member of the District's Negotiation Team and will be supplied to both teams at the commencement of the next meeting for review, correction, and signature by the spokesperson(s) of the parties. If the parties are unable to agree to language for minutes, the party disagreeing to such may attach a rebuttal statement. The minutes will be maintained by the Board and will include copies of proposals and tentative agreements.
13. When the Negotiations Teams reach a tentative agreement as to a subject matter of the Procedural Agreement and Negotiated Contract, each tentative agreement will be reduced to writing and signed by

each Negotiation Team. These signed documents will be maintained as part of the official negotiation minutes.

14. When a tentative agreement has been reached on the entire Procedural Agreement and Negotiated Contract, it will be reduced to writing and submitted to the Board and Association for ratification within ten (10) working days, unless otherwise agreed by the parties.
15. In the event that ratification of a tentative agreement fails, both parties shall return to negotiations and shall continue to negotiate in good faith until June 10.
16. Should the local education association or the board of trustees fail to ratify and approve the written agreement as provided for in IC 33-1274 and IC 33-1274A, the board of trustees shall establish other compensation terms, as independently determined by the board and not controlled by the terms which failed ratification, for professional employees as provided for in code. Provided however, that such compensation shall reflect the last best good faith offer proposed by the board during negotiations.
17. Both parties agree to negotiate in good faith for the purpose of reaching an agreement upon matters and considerations subject to negotiations as specified in this Agreement.

F. CONTRACT ISSUANCE DURING NEGOTIATIONS:

Idaho Standard Teachers Contracts may be issued by the District and signed by the teachers employed by the District while negotiations are in process. If negotiations result in a change of salary for such teachers, the contracts issued thereafter will be amended to reflect the change in salary status.

G. DURATION.

All Agreements shall take effect upon ratification by both parties and thereafter shall remain in full force and effect for one year. A new agreement will be created annually.

Any selected item opened for negotiation upon which the parties cannot reach tentative agreement by June 10 will be determined by the Board's last best offer.

H. CONFLICTING LAW:

If any provisions of this Agreement should be found to be in conflict with existing Idaho Law or any law hereinafter enacted, such invalidity shall not affect the remaining portions of the Agreement, which shall continue to be valid and binding upon the parties hereto.

I. GOVERNING LAW:

This Agreement shall be governed and construed according to the Laws of the State of Idaho.

J. ALTERATION OR MODIFICATION:

This Agreement constitutes the entire Agreement between the District and the Association on the subjects covered and no change, alteration or modification of this Agreement shall be valid unless made in writing and subscribed by both of the parties hereto.

THIS CONCLUDES THE PROCEDURAL AGREEMENT FOR THE BOARD OF TRUSTEES AND THE BRUNEAU – GRAND VIEW EDUCATION ASSOCIATION.

Bruneau - Grand View Board of Trustees Chairperson

Date

Bruneau - Grand View Education Association Representative

Date

There were no negotiations for the 2011-2012 school year. This document was updated according to new state law by Vickie L. Chandler with input from Will Goodman and approved by the Board of Trustees.

NEGOTIATED CONTRACT

ARTICLE I: **SALARY**

A. SALARY SCHEDULE

	BA	BA + 12	BA + 24	BA + 36	BA + 48	BA + 60	MA + 36	
					MA	MA + 12	ES/DR	
								Years
***	24623	25485	26377	27300	28255	29244	30268	0
***	25485	26377	27300	28255	29244	30268	31327	1
***	26377	27300	28255	29244	30268	31327	32424	2
***	27300	28255	29244	30268	31327	32424	33559	3
***	28255	29244	30268	31327	32424	33559	34733	4
***	29244	30268	31327	32424	33559	34733	35949	5
***	30268	31327	32424	33559	34733	35949	37207	6
***	31327	32424	33559	34733	35949	37207	38509	7
	32424	33559	34733	35949	37207	38509	39857	8
	33559	34733	35949	37207	38509	39857	41252	9
	34733	35949	37207	38509	39857	41252	42696	10
	34733	37207	38509	39857	41252	42696	44190	11
	34733	37207	39857	41252	42696	44190	45737	12
	34733	37207	39857	42696	44190	45737	47338	13
	34733	37207	39857	42696	45737	47338	48995	14
	34733	37207	39857	42696	45737	48995	50709	15

*** Certified Staff Salary in Gray cells will be paid \$31,750

*** Base Salary is the same as 2007-2008 State Base per request by
BGVEA Negotiation Team

Salaries for the 2011-2012 School Year Includes One Additional Year of Experience
and Appropriate Educational Lane

1. Advancement on the Salary Schedule beyond the BA or MA column is dependant upon the number of semester hours earned after receipt of certification.

2. All credits earned after the 1981-82 school year, applied for advancement beyond the BA or MA degree, must be approved credit in the area of the teacher's expertise, teaching assignment, expansion of teaching credential or endorsement, or applied to an advanced degree. All credit applied for advancement beyond the MA degree must be approved graduate credit.

3. A written notice of the intent by a teacher to move to the next column on the salary schedule and a request for approval of credits must be filed with the Superintendent no later than April 1 of each year.
4. Notification of satisfactory completion of credits must be presented to the Clerk of the School Board by September 1st if adjustments are to be made to the teacher's contract salary. Verification in the form of an official transcript of credits must be received by the Clerk no later than September 1.
5. Recognition for Experience: An employee shall be given full credit on the salary schedule for each full year of teaching experience in any school district or any State approved LEA, accredited by a recognizing accrediting agency. *

B. EXTRA-CURRICULAR SALARY SCHEDULE-Frozen for 2011-2012

POSITION	PERCENTAGE OF BASE
Basketball – JH Girls	0.055
Basketball – JH Girls	0.055
Basketball – JH Boys	0.055
Basketball – 8 th G Boys	0.055
Basketball – JV Girls	0.085
Basketball – JV Boys	0.085
Basketball – Head Girls	0.12
Basketball – Head Boys	0.12
Football – JH	0.055
Football – JH	0.055
Football – Asst.	0.085
Football – Varsity	0.12
Softball - Head	0.11
Baseball – Head	0.11
Volleyball – JV	0.085
Volleyball – Head	0.12
Volleyball – JH	0.055
Volleyball - JH	0.055
Track – Asst.	0.08
Track – Head	0.11
Annual	0.12
Pep Band	0.055

In the event that student participation in the sporting events listed below exceeds a specified number of students, based on paid participation fees, the District will retain an additional coach as outlined below:

Softball Assistant Coach

If student participation in excess of 15 students 0.07 of Base

Baseball Assistant Coach

If student participation is in excess of 15 students 0.07 of Base

*The State is Paying the District Minus 2 on an Employee Experience Step. The BGVSD Pays at Experience Minus 1.

ARTICLE II: INSURANCE

A. HEALTH AND VISION INSURANCE

For the 2011-2012 school year, the District will pay a maximum of \$360 towards the monthly premium for Health/Vision insurance on a Blue Cross PPO plan. Staff selected the same policy but with \$1,500 deductible rather than \$750 as in 2010-2011.

B. DENTAL INSURANCE

The District will make available an optional dental insurance plan for employees to utilize. Such plan will be at no cost to the District and the employee shall be responsible for all premium costs should the employee choose to select this insurance coverage.

C. LIFE INSURANCE

For the 2011-2012 school year, the District will assume the entire increase in life insurance premium costs.

ARTICLE III: CERTIFICATED STAFF LEAVES AND ABSENCES

A. PERSONAL BUSINESS LEAVE

1. ENTITLEMENT TO PERSONAL BUSINESS LEAVE

- a. Upon approval of the Superintendent, certificated personnel shall be granted leave of absence with full pay for legal and/or personal business that cannot be conducted before or after school hours. A maximum of two (2) days personal business time may be earned per year.
- b. Personal business leave may be accumulated at the rate of two (2) days year not to exceed a total of six (6) days.
- c. Personal business leave days cannot be subtracted from the employee's cumulative sick leave.

B. BEREAVEMENT LEAVE

1. ENTITLEMENT TO BEREAVEMENT LEAVE

- a. All District employees will be allowed five (5) days of bereavement leave for the death of any member of a family to include spouse, child, grandchild, parent, grandparent, sibling, niece or nephew of the employee or his/her spouse.
- b. If it is requested, the building principal or superintendent may extend the definition of family member and/or length of leave with the balance from the employee's accumulated sick leave.

C. MATERNITY/PATERNITY/PARENTAL LEAVE

1. A staff member who is employed by the school system and anticipates the need for maternity/paternity/parental leave should write a letter to the superintendent. The letter should outline the approximate dates in which the maternity/paternity/parental leave is being requested and whether the staff member plans to use accrued sick leave or unpaid leave as provided in The Family Medical Leave Act or both.
2. Maternity/paternity/parental leave exceeding twelve (12) weeks will require a written statement from the attending licensed physician. In addition, a similar statement from the attending physician will be required approving the return to work.

D. PROFESSIONAL LEAVE

Attendance at educational meetings or visiting other schools is permitted at full pay if such absence is approved by the Superintendent. If any certificated teacher wishes to be absent from duty for a brief period to attend a professional meeting, or to visit schools, a written request for approval of such absence should be submitted by the member, signed by the Principal and filed in the Superintendent's Office at least one week prior to the first day of anticipated absence.

E. WITNESS OR JURY DUTY

1. When a school district employee is subpoenaed to testify in court in a case in which he/she is not a party (unless the case is related to his/her position in the Bruneau-Grand View School District) or is summoned to serve on a jury, he/she will be granted leave when such subpoena or summons is verified. During any such absence, such employee will be entitled to receive his/her regular salary and all fringe benefits he/she would normally receive.
2. All fees received for each court appearance or services, up to but not in excess of the employee's rate of pay, will be remitted to the district.

F. MILITARY LEAVE

1. The board supports a policy that allows employees to participate in a military reserve program.
2. Employees who need to be absent from their regular duties because of military reserve service will be allowed to:
 - a. Use their accrued vacation for military leave (if applicable).
 - b. Take leave without pay for the military leave.
 - c. Take a combination of accrued vacation time and leave without pay (if applicable)
 - d. Take personal leave days to which the employee is entitled, up to a maximum of six accrued personal leave days.
3. Employees who are activated for military service during their term of employment will be entitled to the following:
 - a. Leave from their duties without pay and/or use of accrued vacation days and/or personal leave days (if applicable).
 - b. The right to their job or a comparable job upon return from military service.
4. Employees who are absent from their duties because of military reserve service will be entitled to all salary and step increases they would receive had they not been absent from their duties.
5. Employees who participate in a military reserve program will be guaranteed time off for military service provided that a leave request is completed and signed by the appropriate people. Employees are encouraged to communicate to their supervisor(s) the dates of military leave as early as possible.

G. ABSENCE WITHOUT PAY

1. Leave of absence without pay may be authorized by the superintendent for purposes which s/he considers urgent and necessary but not covered by paid leave policies. For such absences, deductions from the employee's salary will be made in accordance with the school district's pay deduction regulations.
2. The employee shall make application for authorization at least ten days in advance of the occurrence or, if advance application is not possible, not later than ten days after the occurrence. Length of service, previous record of absence other than that for personal illness, and the purpose of the absence shall be factors in the decision as to authorization.
3. Involuntary absence not heretofore provided for may be excused by the superintendent. The employee shall make application to the

superintendent immediately for excuse for such absence, and deductions in salary shall be made unless such deductions are specifically waived by the superintendent.

H. SABBATICALS

1. For the purposes of this section, a sabbatical is defined as leave for an extended professional purpose.
2. Upon recommendation to the board by the superintendent, sabbatical leaves may be granted subject to the following conditions:
 - a. No more than two (2) members of the teaching staff will be absent in sabbatical leave at one time.
 - b. Requests for sabbatical leave will be presented informally to the superintendent by January 1, preceding the school year in which the sabbatical leave will be taken. Official leave requests for such leave will be submitted to the school board in writing by April 1 of the school year preceding the school year for which the sabbatical leave is requested.
 - c. The teacher has at least seven (7) consecutive full school years of service in the district.
3. After the completion of the leave of absence, an employee will return to the same or comparable position.

ARTICLE IV: SICK LEAVE

A. ENTITLEMENT TO SICK LEAVE

1. The District will allow one day of sick leave per month of service.
2. Sick leave is to be used for personal illness or the illness of an immediate family member – parent, child and/or spouse. Exceptions to immediate family must have the approval of the Superintendent.
3. No compensation will be provided for unused sick time.

B. ACCRUAL OF SICK LEAVE

1. Sick leave not used during the current or previous years may be accumulated (from 1976, where applicable) the maximum amount of sick leave currently accumulated and to which any specific employee has at the conclusion of the end of the 2010-2011 school year, plus those days to which such employee will earn during the 2011-2012 school year, so long as the employee remains continually employed.
2. To the extent allowed by applicable Idaho law, rule or regulation, sick leave can be utilized to determine the amount to be credited to a retiring employee's retirement account to pay for medical and life insurance premiums.

C. SICK LEAVE BANK

All teachers of the District who are eligible for health insurance may participate in the sick leave bank. To participate, each teacher shall contribute a prescribed minimum number of sick leave days as determined by the Sick Leave Bank Committee. Sick leave days contributed shall be deducted from the participant's accumulated sick leave days. The contributed sick leave days shall form a fund of sick leave days that will be available to all eligible participants 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 beyond the participant's accumulated sick leave.

1. Membership in the sick leave bank shall be voluntary.
2. The Sick Leave Bank Committee shall consist of the following members:
 - a. Two members appointed by the certificated staff. These members shall be Sick Leave Bank participants.
 - b. One member appointed by the Superintendent or designee of the Superintendent.
3. A majority of the Sick Leave Bank Committee members will be present in order for the committee to consider applications for grants or to conduct other business.
4. The sick leave bank committee shall determine the minimum number of sick leave days each participant must contribute in order to keep the bank solvent with the following limitations:
 - a. Each participant must contribute the minimum number of established days as set by the Sick Leave Bank Committee.
 - b. Any participant at their own choosing and discretion may voluntarily choose to contribute more days than the minimum number of days set by the Sick Leave Bank Committee.
 - c. All days contributed must be whole days.

- e. The maximum number of days in the sick leave bank shall not exceed 150 days-
 - e. New participants must join the Sick Leave Bank within the first thirty (30) days of the first contract day of each school year.
5. The Sick Leave Bank Committee shall be responsible for reporting to the District Office the names of participants and the number of days contributed within forty (40) calendar days of the first contract day of each school year. It shall report all days granted by the bank (within three working days of making a grant) and all other information necessary for the participant's records.
6. In order for a participant to be eligible to apply for sick leave benefits from the sick leave bank, the teacher must first:
 - a. Be a contributor to the bank.
 - b. Have been absent from work due to illness or accident, as defined in sick leave (paragraph IV.A.2).
 - c. Have used all accumulated sick leave and paid personal leave days.
 - d. Pay two (2) days of a substitute teacher's salary.
7. Written application for use of the bank will be submitted to the Sick Leave Bank Committee:
 - a. By applicant during illness.
 - b. By a representative if applicant is incapacitated.
 - c. All applications for grants from the bank should be sent to:

District Office Secretary.
8. The Sick Leave Bank Committee may, at its discretion, require a doctor's written statement as to the nature of the illness at the time of application or after a grant has been made.
9. The committee shall review the request and determine the eligibility of the participant's claim. The Sick Leave Bank Committee will respond to each application for a grant in writing and in the event the application is denied, will state the reason(s) for such denial. The committee shall have the authority to make final decisions within the established guidelines as to the disposition of the case.
10. Verification of days of absence shall be the responsibility of the Superintendent or designee. The applicant to the bank shall provide a copy of the applicant's attendance record and, upon approval to grant sick leave, shall identify the exact days covered. This shall be submitted in writing to the Superintendent's Office.
11. If requested by the Sick Leave Bank Committee or the Superintendent, participants returning to work after use of the sick leave bank shall present the

Sick Leave Bank Committee and the Superintendent with a statement from the medical physician in charge that the member is able to perform his or her duties in accordance with District policy.

12. Bank grants to individual participants will not be carried over from one contract year to another. All such grants will end at the termination of the grantee's contract. If the participant does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank.
13. A sick leave bank participant may withdraw his/her membership at any time by submitting a written request to the Sick Leave Bank Committee. A member may not withdraw sick leave days deposited.
14. If Workman's Compensation pays the participant's lost salary, the teacher will not be eligible to utilize the sick leave bank.

ARTICLE V: **REDUCTION IN FORCE**

A. **CIRCUMSTANCES**

It is the policy of the Board of Trustees of Bruneau-Grand View School District #365 to act in conformity with the statutes of the State of Idaho to provide a quality education for the children of the district while exercising fiscal responsibility and protecting the rights of individuals involved in the educational system.

The laws of the State of Idaho vest in the Board of Trustees the responsibilities of maintaining and operating the public schools; staffing the schools in the district; and adopting, carrying on and providing for the financing of a total educational program for the district. Such responsibilities must be met by making decisions relative to the educational needs of the children in the district and the community it serves in light of the financial resources available to the district for fulfilling its duties.

Reduction in force is an economic necessity when the school district lacks funds to continue the existing total educational program of the district. Factors affecting a determination that sufficient funds and/or revenues are not available include, but are not limited to:

1. decreasing student enrollments, whether within a course, curriculum, program, grade, or the entire district
2. rising costs of maintaining and operating the schools of the district
3. decreasing revenues
4. economic depression of the area
5. other financial circumstances.

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

1. The elimination of an entire program or portion of programs;
2. The elimination of positions in certain grade levels only;
3. The elimination of positions by category;
4. The elimination of positions in an overall review of the district;
5. The elimination of positions through other considerations and implementation decisions;
6. The elimination of a position or percentage of a position(s) or;
7. Any combination of the above.

B. REDUCTION CRITERIA

When, in the judgment of the Board of Trustees of Bruneau-Grand View School District #365, it is necessary to reduce the number of teaching positions in the district, attrition will be the first form of reduction in force. When attrition does not adequately solve the reductions necessary, the following procedure will be used:

1. In the event of a reduction in staff is required teachers who are retained pursuant to this policy may be reassigned if suitable position openings are available in instructional areas for which they are highly qualified and for which the principal has approved transfer as per Idaho Code requirements.
2. Employees reduced under this policy will be presumed to have been performing satisfactorily. The decision will be made as follows:
 - a. Area(s) of certification for which the teacher is Highly Qualified which are classified by the district as hard to fill positions.
 - b. Number of areas of certification for which the teacher is Highly Qualified.
 - c. Educational/degree status.
 - d. National Certifications held.
 - e. Position as a Lead or Master Teacher within the district.
 - f. Whether or not the teacher is Highly Qualified in a course necessary for High School Graduation Requirements.
 - g. Whether or not the teacher is Highly Qualified in a course necessary for Middle School Advancement.
 - h. Contribution and /or involvement in Extra Curricular or Co-Curricular positions with students.
 - i. Compliant with Professional Standards and Conduct over the course educational career.
 - j. Teacher evaluation including components required by state statute to be encompassed in teacher evaluation.

The board will utilize a point system for the above criteria for the implementation of this RIF policy. The appended chart which was adopted as part of this agreement identifies the specific point value for each of these areas of consideration.

For each teacher subjected to RIF considerations based upon the board's method of implementation, a Teacher Profile shall be developed by the District Office applying the criterion to each respective teacher.

The factors for consideration shall be reviewed on an annual basis by the district's administration to determine whether factors should be added or eliminated or weighed differently. Such recommendations for modification will then be brought before the board for consideration.

C. NOTIFICATION

The District Office shall advance notify the possible reduction in force to all teachers who may be released based upon the number of teachers who may be released in whole or in part and the school program, teacher positions or categories of positions that may be affected.

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

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

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

- a. If the District Office determines that an error was made in completion of the Teacher Profile, a new profile will be created and forwarded to the teacher in question.
- b. If the District Office determines that no error was made in completion of the Teacher Profile, the teacher shall be notified of this determination.
- c. The teacher shall have a period of three school days to file written notice of an appeal of this decision to the district superintendent. Thereafter the superintendent or designee of the superintendent shall review the dispute, in whatever manner the superintendent/designee deems appropriate for the circumstance, and makes a final decision on the issue of the appeal and questioned error of the Teacher Profile.

If the board determines that a RIF in fact will be implemented, the superintendent shall submit a list of teachers recommended for release, through the use of the

above process, and shall make recommendations to the board as to what due process, if any the board needs to implement for each individual personnel situation.

All releases shall be done in conformance with the applicable provisions of the Idaho Code and all affected teachers will be promptly notified, in writing, of the board's decision or action that need be taken by the board relating to the applicable due process activities, if any.

D. REEMPLOYMENT

If the contract of employment of a teacher is terminated because of the implementation of this RIF policy, the name of the teacher shall be placed upon a reappointment list for a period of two years.

If a position becomes open during such period, and the teacher has been selected by the board as a person on the recall list who is Highly Qualified and most capable of holding the position, then the teacher will be notified in writing by certified mail sent to the last known address at least thirty days prior to the anticipated date of employment when possible.

In determining whether a teacher is qualified for reappointment, the board shall consider the criteria set forth. The teacher shall accept or reject the appointment within seven days after receipt of such notification. If the appointment is accepted, the teacher shall receive a written contract within twenty days of receipt of the teacher's reply by the board. If the teacher rejects the appointment offered or does not respond accordingly to this procedure within seven days after receipt of such notification, the name of the teacher will be removed from the recall list.

ARTICLE VII: GENERAL PROVISIONS

A. CONTRACT ISSUANCE DURING NEGOTIATIONS

Idaho Standard Teachers Contracts may be issued by the District and signed by the teachers employed by the District while negotiations are in process. If negotiations result in a change of salary for such teachers, the contracts issued thereafter will be amended to reflect the change in salary status.

B. DURATION

All Agreements shall take effect upon ratification by both parties and thereafter shall remain in full force and effect for the school year.

C. CONFLICTING LAW:

If any provisions of this Agreement should be found to be in conflict with existing Idaho Law or any law hereinafter enacted, such invalidity shall not affect the remaining portions of the Agreement, which shall continue to be valid and binding upon the parties hereto.

D. GOVERNING LAW:

This Agreement shall be governed and construed according to the Laws of the State of Idaho.

E. ALTERATION OR MODIFICATION:

This Agreement constitutes the entire Agreement between the District and the Association on the subjects covered and no change, alteration or modification of this Agreement shall be valid unless made in writing and subscribed by both of the parties hereto.

THIS CONCLUDES THE NEGOTIATED CONTRACT FOR THE BOARD OF TRUSTEES AND THE BRUNEAU – GRAND VIEW EDUCATION ASSOCIATION.

Bruneau - Grand View Board of Trustees Chairperson

Date

Bruneau - Grand View Education Association Representative

Date

There were no negotiations for the 2011-2012 school year. This document was updated according to new state law by Vickie L. Chandler with input from Will Goodman and approved by the Board of Trustees.