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**SECTION H**

NEGOTIATIONS

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PROFESSIONAL PERSONNEL  
NEGOTIATIONS

H.1

8/5/82

In accordance with I.C. § 33-1276, the Board 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.

LEGAL REF.: Idaho Code, 33-1276 as cited above; see also 33-1271 et seq.

ADOPTED: 6/21/82

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BOARD NEGOTIATING  
AGENT

H.2

8/17/81

The Board shall designate at least one representative to be the Board's negotiator with the teachers.

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H.3

INTENTIONALLY OMITTED

OMITED: 9/14/11

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PROFESSIONAL PERSONNEL  
NEGOTIATING ORGANIZATION

H.4

7/1/90

- A. The Board hereby recognizes the Filer Education Association (“Association”) as the sole exclusive representative for all “professional employees” (as that term is defined by I.C. § 33-1272(1)) whether under contract, on leave, employed or to be employed by the Board. Such representation shall cover all personnel assigned to newly created professional positions unless the board determines in advance that such positions are principally supervisory and administrative. Such representation shall exclude the superintendent and principals.
- B. The Board agrees not to negotiate with or recognize any teachers' organization other than the Association so long as the Association is the duly authorized, exclusive bargaining agent of the teachers of this district and is able to provide proof that it has been duly chosen by a majority of the professional employees of the District as their representative organization within ten (10) days of the date a requests for negotiations is initiated by either the Association or the Board or the Board’s designee. Such proof may be:
- a. A list of certificated professional employees, who would be subject to the agreement, who are members of the local education organization as of the date that the request for negotiations is initiated; or
  - b. Other evidence that the professional employees have chosen and selected the local education organization as their representative organization as of the date that the request for negotiations is initiated.
- C. If the Association or an entity seeking to be declared the local education organization cannot provide evidence that the majority of the professional employees have chosen and selected it as the representative organization, the District shall have no obligation or authority to enter into negotiations.
- D. Should there be no entity that qualifies as a local education organization by May 10<sup>th</sup> of a school year, the Board no has no obligation or authority to negotiate as required by I.C. § 33-1271 et seq., and may establish compensation for professional employees for the ensuing school year as it deems appropriate.

MODIFIED: 09/14/11

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PROFESSIONAL PERSONNEL  
NEGOTIATING PRIVILEGES

H.5

7/1/90

- A. The Board agrees that the individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing, and that he/she shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of other mutual aid or protection.
- B. The Board agrees to furnish the Association, upon request, all available information concerning the financial resources of the district, including but not limited to; Annual financial reports, requirements and allocations, agendas and minutes of all Board meetings, treasurer's reports, school census information and names of all teachers to assist the Association in developing constructive proposals and programs on behalf of the teachers and their students, also, any information which may be necessary for the Association to process any grievance or complaint.
- C. The Association shall be allowed to make recommendations in plans to expand, eliminate, or change any curriculum or program that will affect the budget.
- D. The Association, as well as other groups, shall be given an opportunity to present reports and announcements at faculty meetings.
- E. The Association shall be given sufficient time on the agenda of the orientation program for new teachers to explain Association activities.
- F. The superintendent may place on the agenda of each regular Board meeting any matters brought to its consideration by the Association.

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H.6

INTENTIONALLY OMITTED

OMITTED 9/14/11

PROFESSIONAL PERSONNEL  
RIGHTS

H.7

7/1/87

- A. The District recognizes the teachers' full rights of citizenship and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination provided the activity is not disruptive to school procedures or morale and does not otherwise violate District policy, Code of Ethics for Idaho Professional Educators or Idaho law.
- B. Teachers will not be required to perform any duty or act which threatens anyone's physical safety or well-being.
- C. Teachers shall be protected against intimidation, harassment, or interference by any group or individual on the school premises.
- D. Teachers shall be indemnified and protected, by the District in accordance with Idaho law, against the costs of defense by reasons of any reasonable and prudent acts committed within the scope of employment.
- E. No teacher shall be required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his/her office, position, employment or the salary or any increments pertaining thereto, unless he has been given prior written notice of the reason for such a meeting or interview and shall be entitled to have a representative, which may be the Association or legal counsel, present to advise him/her and represent him/her during such interview.
- F. All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

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H.8

INTENTIONALLY OMITTED

OMITTED: 9/14/11

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H.8.1

INTENTIONALLY OMITTED

OMITTED: 9/14/11

EFFECT OF NEGOTIATED  
AGREEMENT

## H.8.2

- A. The Board shall carry out the commitments contained in any negotiated agreement and give them full force and effect.
- B. During its term a negotiated agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in written and signed amendment to said agreement.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of any negotiated agreement in force at the time the contract of employment is executed. If an individual contract contains any language inconsistent with the applicable negotiated agreement, the applicable negotiated agreement during its duration shall be controlling unless contrary to Idaho law.
- D. If any provisions of the negotiated agreement or any application of the negotiated agreement to any employee or group of employees is contrary to Idaho law, then such provision or application shall be void or invalid, but all other provisions or applications shall continue in full force and effect.
- E. A copy of the negotiated agreement will be provided to each building and the Association has the privilege of duplicating (at District expense) one copy per certificated employee.
- F. An updated copy of the Board Policy Manual will be available in the school libraries or through the Association officers.

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DURATION OF NEGOTIATED  
AGREEMENT

H.9

7/1/90

In accordance with I.C. § 33-1275(1), any negotiated agreement shall have a term of July 1 through June 30 of the ensuing fiscal year.

MODIFIED: 09/14/11