

**American Falls School District #381  
Master Agreement 2016-2017**

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## **AGREEMENT**

This agreement is made this 1<sup>st</sup> of July, 2016 by and between the American Falls School District #381 Board of Trustees, hereinafter referred to as the "Board," and the American Falls Education Association, hereinafter referred to as the "Association."

## **RECOGNITION**

The Board recognizes the Association as the "local education organization" as per 33-1272(2) for negotiations for all certified personnel of the School District with the exception of Superintendent and Principals.

## **NEGOTIABLE ISSUES**

"Representatives of the Board and Association shall meet and negotiate in good faith on all matters relating to conditions of employment, "compensation" or salary and benefits for professional employees as agreed on in advance in writing by the Board and the AFEA. "Benefits" includes employee insurance, leave time, and sick leave benefits. (33-1271 through 33-1275)." This agreement in writing will occur prior to the April Board Meeting.

## **ARTICLE I**

### **LEAVES**

#### **1.1 Sick Leave**

At the beginning of each new employment year, each certificated employee of the school district shall be entitled to ten (10) days of sick leave with pay.

The Board of Trustees may require proof of illness adequate to protect the district against malingering and false claims of illness.

After twenty (20) consecutive days of absenteeism the board will review each individual case to determine if any additional days are needed.

The Board of Trustees may establish a policy governing leave for certificated employees in the case of illness or death of members of the families of such employees and for such other purposes as the Board may determine. The Board of Trustees shall not provide compensation for unused sick leave except as outlined in Idaho Code 3312-28.

Unused sick leave shall be accumulated from year to year as long as an employee remains continuously in the service of the same school district. There will be no limit to the number of sick leave days that may be accumulated.

The Board of Trustees may fix and establish for the district a period of annual leave and accumulation of sick leave in excess of the amounts provided herein, not discriminatory among employees and as in its discretion may appear necessary, and may require proof of illness.

The State Board of Education may provide uniform regulation for proof of illness, including forms for submission of proof, and, when so provided, its regulations shall supersede the regulations of the district in this regard.

If a new employee has been employed by another district or state agency participating in PERSI during the year immediately preceding employment with American Falls School District, that individual's accumulated sick leave will be secured for, and credited to, that new employee.

If at the end of the school year a teacher has not used any of the designated sick leave for that year (10 days) the school district will reward that teacher with one (1) personal leave day to be carried over to the next school year.

## **1.2 Absence Allowed for Illness, Defined**

1. Absence due to personal illness.
2. Absence due to the illness of a family member.
3. Absence due to the death of a family member.
4. Absence due to the death of a close friend, one day plus necessary travel time.

Employee request for special consideration due to an illness or funeral or an unusual situation may be considered by the Superintendent and judged upon its individual merit.

## **1.3 Transfer of Unused Sick Leave Days**

Any bargaining unit employee shall have the option to transfer his or her unused sick leave days to any other bargaining unit employee under the following conditions:

1. The employee receiving the sick leave days must have used all of their own sick leave, personal leave days and vacation days.
2. The days transferred cannot be used for retirement purposes.
3. Any donated sick leave days not used by the employee will go into the sick leave bank.

## **1.4 Personal Leave:**

Upon application to the principal, each full-time, regularly- employed employee of District #381, American Falls, Idaho, shall be authorized **four (4)** days of personal leave. One additional day of leave is available each year and shall be referred to as a "buy-a-day". After 10 years of full-time service, employees will be eligible for two (2) "buy-a-days". If the "buy-a-day" is taken, the employee will pay a **\$75.00** substitute fee. If the "buy-a-day" is not taken, it will not be eligible for reimbursement, carry over into personal leave, or transfer to sick leave. The employee may convert unused personal leave to sick leave, but any days so converted shall not be eligible for reimbursement by the district.

Those employees who have been in the district three (3) years through nine (9) years, shall be able to accumulate one (1) day of unused personal leave for the following year for a total of five (5) days.

Those employees who have been in the district ten (10) years or more shall be able to accumulate two (2) days of unused personal leave for the following year for a total of **six (6)** days.

1. For each personal leave day not used, each full-time, certificated employee shall be reimbursed the sum of \$60.00 per day in their regular June paycheck except for those days designated to be accumulated for the following year.
2. There shall be no more than one-tenth of the total staff members absent with personal leave unless previous arrangements have been made with the principal. Determinations of the above will be on the first-come-first-served basis.

3. Request for leave, except in extreme cases, should be planned in advance and presented to the principal. Personnel are strongly discouraged from taking personal leave the first two weeks of school and the last two weeks of school.

### **1.5 Leaves of Absence:**

A teacher may be eligible for a leave of absence after the completion of 5 years of satisfactory service, when in the opinion of the Board of Trustees the leave is to the mutual advantage of the teacher and the school system.

Requests for such leaves are to be presented in writing by the teacher requesting the leave. The request will be considered by the Board of Trustees at a regular school board meeting. The teacher will be notified in writing of the conditions under which the leave is granted.

Employees taking a leave of absence can receive a continuation of health care coverage at the employee's expense under the federal Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) if they qualify.

Continuing contract teachers shall be granted a leave for child rearing purposes of up to one (1) year without pay for the birth or adoption of a child. The employee must have no less than three years of continuous service with the district before the leave will be granted. Upon return from leave, the teacher shall be guaranteed a position for which they qualify based upon availability. The leave of absence will provide for no loss in accumulated benefits (sick leave and seniority).

Refusal of an offered position constitutes no further obligation of the district to the employee on leave. This article does not supercede Article XIV 'Reduction in Force.'

### **1.6 Absences Not Covered By Other Leave Policies**

Absences (extended personal leave) that are not covered by the sick leave policy or the personal leave policy will be handled individually at the discretion of the Superintendent (one day maximum) and/or the Board of Trustees. Except in extreme emergencies these leaves should be presented to the Superintendent in writing at least three (3) weeks in advance of the date(s) requested.

The extended leaves will be judged on the effect each has on the educational program with the following areas to be evaluated: individual's total absence for the year, use of regular personal leave, reason for request, availability of substitute, time of year, and individual's frequency of requests.

### **1.7 Military Leave**

Employees who are members of the Armed Forces Reserve or the National Guard(s) shall be granted military leaves of absence if called in service. While on leave, the employee shall retain all seniority as though employment had been continuous in the district. Upon return from leave the employee shall be guaranteed a position for which they qualify based upon availability and subject to the Reduction in Force Policy.

### **1.8 Bereavement Leave**

Upon application to the principal, each full-time, regularly employed employee of District #381 shall be authorized three (3) days of bereavement leave per incident. The leave may be used for the death of a child, parent, parent-in-law, spouse, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, step child, or step parent of the employee. The leave may be extended at the request of the employee.

## **ARTICLE II**

### **LONGEVITY BENEFIT**

The district will provide all certificated educational staff who have been employed by the district as a full time certified employee for 20 or more years with an increased salary allotment of \$3,164 per year for three consecutive years, unless the employee terminates employment. The increase of \$3,164 per year shall be added to the individual teacher's base salary and paid as a part of their regular monthly salary. The \$3,164 longevity benefit will be increased proportionately with any increase in the district's base salary amount, (ie. If the district base salary is increased 3% the \$3,164 longevity benefit will also be increased by 3%).

Application for the Longevity Benefit must be made prior to April 1 of the year preceding the commencement of the benefit. Eligibility for the benefit will be based on years of service to the district. See Addendum B.

### **ARTICLE III**

#### **EMPLOYEE CAFETERIA PLAN**

American Falls School District #381 will provide a Flexible Benefit Plan in order to make a broader range of benefits available to its Employees and their Beneficiaries. This Plan allows Employees to choose among different types of benefits and select the combination best suited to their individual goals, desires, and needs. Those choices include an option to receive certain benefits in lieu of taxable compensation.

It is the intent of American Falls School District 381 to establish this Plan in conformity with Section 125 of the Internal Revenue Code of 1986, as amended, and in compliance with applicable rules and regulations issued by the Internal Revenue Service.

The Section 125 Flexible Benefit Plan shall be administered by American Fidelity Insurance Company and shall further be identified as follows:

Name of Plan: American Falls School District Flexible Benefit Plan  
Plan Number: 501  
Effective Date: 10-15-95

## ARTICLE IV

### PROFESSIONAL COMPENSATION

#### 4.1 Salary Schedule

**A.F. School District 381**  
**Teacher's Salary Schedule for 2016-2017 (Effective Sept. 1, 2016)**  
**Contract days: 186**

YEARS	BA	BA+12	BA+24	BA+36 MA	BA+48 MA+12	BA+60 MA+24	MA+36 ES/DR	Co- Curricular
1	33,400	33,,400	33,400	33,400	33,400	35,279	37,174	25,808
2	34,250	34,250	34,250	34,250	34,572	36,476	38,361	26,993
3	35,117	35,117	35,117	35,117	35,759	37,653	39,547	28,183
4	35,117	35,117	35,117	35,117	36,948	38,843	40,737	29,369
5	35,117	35,117	35,117	36,241	38,135	40,029	41,922	30,557
6	35,117	35,117	35,531	37,426	39,321	41,216	43,110	31,742
7	35,117	35,117	36,719	38,613	40,508	42,402	44,296	32,932
8	35,117	36,012	37,907	39,801	41,695	43,590	45,486	34,118
9	35,306	37,200	39,094	40,988	42,883	44,777	46,671	35,306
10	37,406	38,386	40,281	42,174	44,068	45,963	47,858	37,406
11		40,563	41,469	43,363	45,256	47,151	49,045	
12			43,722	44,550	46,444	48,338	50,233	
13				45,737	47,631	49,526	51,420	
14				48,096	48,818	50,712	52,606	
15					51,255	51,900	53,795	
16						54,414	54,980	
17							56,169	
18							56,169	
19							60,327	

\* In compliance with Idaho Code 33-1004E no full-time instructional staff member shall be paid less than \$32,700.

#### 4.2 Designation of Credit for Salary Schedule

For designated employees hired by the School District prior to June 1, 1996, all transcribed credit hours claimed for advancement must have been earned after the awarding of the employee's initial degree. For employees hired after June 1, 1996, only transcriptional credits earned after initial certification will be counted for horizontal movement on the salary schedule.

#### 4.3 Employee Background Checks

The American Falls School District will fund 50%, or \$17.38, of the required background check fees plus any administration fee and the individual employee will fund the remaining 50%, or \$17.37.

#### 4.4 Medical Insurance, Dental Insurance & Vision Insurance

The health insurance coverage for the 2016-17 school year, effective September 1, 2016, will be as follows:

<b>AMERICAN FALLS SCHOOL DISTRICT</b> <b><i>Preferred Blue® PPO</i></b> <b>2016-2017 (Effective September 1, 2016)</b>		
<b>MEDICAL BENEFITS</b>	<b><i>In-Network</i></b>	<b><i>Out-of-Network*</i></b>
<b>Individual/Aggregate Deductible</b>	\$1,000/\$2,000	
<b>Coinsurance</b>	80%	60%
<b>Out-of-Pocket Limit</b> - Excludes deductible. (Excludes drugs, dental and vision services, charges in excess of the maximum allowance and noncovered services.)	\$1,500	\$3,000
<b>Physician Office Visit</b> - Office Visit only, additional services are subject to deductible and coinsurance.	\$20.00 copayment	60% after deductible
<b>Wellness/Preventive Care</b> Annual/Routine Exam (including pap test, fecal occult blood test, PSA test, and cholesterol panel) Well Baby Exam	100%	60% after deductible
Immunizations	100%	
Preventive Screening Mammogram	\$20.00 copayment	60% after deductible
<b>Diagnostic Services**</b> (includes non-screening mammograms)	100% for first \$100 then 80% after deductible	60% after deductible
<b>Maternity</b>	80% after deductible	60% after deductible
<b>Physician Services</b> (Hospital, surgery, anesthesia, etc.)	80% after deductible	60% after deductible
<b>Hospital Services</b> (Inpatient, outpatient, diagnostic, etc.)	80% after deductible	60% after deductible
<b>Ambulance</b>	80% after deductible	60% after deductible
<b>Inpatient Physical Rehabilitation</b>	80% after deductible	No benefits
<b>Chiropractic Care</b> (Up to \$800 per insured per calendar year)	80% after deductible	50% after deductible
<b>Mental Health</b> Outpatient (20 visits per calendar year) Inpatient (8 days per calendar year)	50% after deductible 50% after deductible	No benefits
<b>Prescription Drugs</b> Retail: (30 day supply) <i>Generic:</i> <i>Brand Name:</i>  Mail Order: (30 day supply) <i>Generic:</i> <i>Brand Name:</i> <i>(Maximum out of pocket \$3,000)</i>	100% after \$10 copay 100% after \$20 copay	Same as In-Network Member pays amounts over allowance
	100% after \$10 copay 100% after \$20 copay	No benefits
<b>Accident Benefit</b>	No benefits	

- Out of Network Services include services from a provider not contracting with Preferred Blue. You will be responsible for payment of the annual deductible and your designated percentage of the balance. If you choose a non-contracting or out-of-state provider, you may also be responsible for payment of any charges exceeding our pre-established maximum allowance.
- This is a summary of benefits. Any errors and/or omission are non-binding. Please refer to the Blue Cross master contract for complete benefit provisions.

<b>Dental Benefits:</b>	Incentive \$1,000 Per Person, Per Calendar Year
<i>Preventive Care Benefits</i>	Routine dental care: exams, x-rays & cleanings, fluoride required sealants (to age 16) for enrolled dependent children, space maintainers, palliative treatments & oral tissue biopsies. <ul style="list-style-type: none"> <li>70-100% of maximum allowable charge.</li> </ul>
<i>Basic Care Benefits</i>	Diagnostic casts, fillings & pin retentions, simple extractions, oral surgery, root canal therapy, occlusal adjustments & periodontal maintenance. <ul style="list-style-type: none"> <li>Pays 70-100% of maximum allowable charge.</li> </ul>
<i>Major Care Benefits</i>	Prosthetic & restorative treatments, including crowns & repairs, bridgework & repairs, dentures & repairs, adjustment & relining of dentures, gold inlays & onlays, cast porcelain restorations, post & core. <ul style="list-style-type: none"> <li>Paid at 50% of maximum allowable charge</li> </ul>

### **VISION SERVICE PLAN (VSP)**

The plan provides the insured with an eye examination, glasses or contact lenses in a 12 month period. If you go to an In-Network doctor there is no charge for the examination. A \$25 deductible applies for lenses and frames. Up to \$120 is covered on elective contact lenses. If you choose to go to an Out-of-Network doctor different charges apply. The insured will be responsible for an additional charge on cosmetic materials.

The district will pay the individual premium as noted below for health, dental and vision insurance for the employee. The employee will self pay **\$38.72** per month for the individual medical insurance premium regardless of the medical plan that they choose. The district cost for these premiums for the 2016-2017 school year are as follows:

Employee Health	(Blue Cross PPO)	<b>\$560.43</b>	(Blue Cross Comprehensive)	<b>\$397.10</b>
Employee Dental	(Blue Cross PPO)	<b>\$ 29.25</b>	(Willamette Dental)	<b>\$ 29.25</b>
Employee Vision	(VSP)	<b>\$ 8.85</b>		

The employee's cost of the family medical, dental, and vision premiums is as follows:

<b><u>Health Insurance:</u></b>	<b><u>Blue Cross</u></b>	<b><u>Blue Cross Comprehensive</u></b>
Two party (Spouse)	<b>\$757.32/mo</b>	<b>\$561.15/mo</b>
Family	<b>\$966.92/mo</b>	<b>\$713.55/mo</b>
Single + Child	<b>\$362.07/mo</b>	<b>\$273.80/mo</b>
Single + Children	<b>\$511.82/mo</b>	<b>\$415.98/mo</b>
Single	<b>\$38.72/mo</b>	<b>\$38.72/mo</b>
<b><u>Dental Insurance:</u></b>	<b><u>Blue Cross</u></b>	<b><u>Willamette Dental</u></b>
Two party (Spouse)	<b>\$33.85/mo</b>	<b>\$47.38/mo</b>
Family	<b>\$82.75/mo</b>	<b>\$106.64/mo</b>
Single + Child	<b>\$26.90/mo</b>	<b>\$38.84/mo</b>
Single + Children	<b>\$54.30/mo</b>	<b>\$72.08/mo</b>
Single		<b>\$6.17/mo</b>
<b><u>Vision Insurance:</u></b>		
Two party	<b>\$4.10/mo</b>	
Family	<b>\$14.20/mo</b>	

#### **4.5 Life Insurance - Standard**

Personal Life - \$50,000 Term	\$9.00/mo (Employer Paid)
Dependent Life - \$5,000.00 Term	\$1.50/mo

#### **4.6 Additional Compensation for Teaching Assignment**

Additional compensation for extra teaching assignments shall be calculated by dividing the employee's contract base salary (excluding stipends) by 186 days and dividing the result by 7 3/4 hours. All extra assignments shall be paid on this hourly rate. Additional compensation and extra assignments must be approved by the Superintendent and Board prior to being implemented.

#### **4.7 Course Reimbursement**

The AFEA may approach the Board of Trustees at any time during the year to request reimbursement for specific courses required by the state; or by the Board, for teacher recertification. The Board will consider these requests on an individual basis for each course, and reimbursement will take place immediately upon board approval.

#### **4.8 Travel Compensation**

If the specific job assignment of a teacher requires them to travel between schools during the school day, the district will reimburse the teacher at 57.5 cents for mileage traveled. The miles to be traveled will be determined prior to the beginning of the school year on an individual basis. A log of the dates and miles traveled must be kept by the teacher and submitted to the district office at the time of reimbursement, per IRS regulations.

#### **4.9 Special Education Compensation**

The Board agrees to allow Special Education Teachers (as defined by IBEDS) an extended contract of up to five (5) days per contract year with administrative approval.

## ARTICLE V

### CO-CURRICULAR COMPENSATION

#### **5.1 Co-Curricular Compensation Schedule**

##### **A.F. School District 381 Extra Duty Salary Schedule for 2016-2017**

Activities compensated on the co-curricular salary schedule are those sanctioned by the Idaho High School Activities with the addition of some grandfathered-in positions (as of 1996-97).

The addition of positions and programs shall be done at the time of negotiations each year. If the activity falls under the purview of the IHSAA, it will be automatically added to the schedule at a percentage in parity with similar positions. If programs are added after the budget is set, the money for the program is to be raised by the activity's organizers for the first year.

Requests for changes to the Co-Curricular salary schedule should be referred to the Co-Curricular Committee and be budget neutral.

Any high school activity sponsored by the district may also be included at the middle school level.

Contract Dollar amounts are based on the current salary schedule on the B.A. column in relationship to years of experience.

#### **HIGH SCHOOL**

Head Football Coach	10%
Head Basketball Coach	10%
Head Baseball Coach	10%
Head Softball Coach	10%
Head Wrestling Coach	10%
Head Volleyball Coach	10%
Head Track Coach	10%
Head Golf Coach	10%
Asst. Football Coach	6%
Asst. Basketball Coach	6%
Asst. Wrestling Coach	6%
Asst. Volleyball Coach	6%
Asst. Track Coach (2)	6%
Asst. Golf Coach	6%
Cross Country	9%
Asst. Softball	6%
Asst. Baseball	6%
Intramural	\$400.00

#### **Other**

District Activities Dir.	9%
Pep Club	1%
Cheerleaders	8%
Drill Team Advisor	5%
Drill Team (non staff)	8%
Debate	4%

#### **MIDDLE SCHOOL**

Head Football Coach	3%
Head Basketball Coach	3%
Head Wrestling Coach	3%
Head Volleyball Coach	3%
Assist. Football Coach	2%
Head Track Coach	3%
Assistant Basketball	2%
Asst. Volleyball Coach	2%
Asst. Track	2%
Asst. Wrestling	2%
Cheer Leader	3%
Pep Club	\$250.00
Other	
Drama (1 major prod.)	
One Supervisor	3%

Annual	9%
Newspaper	2%
Competitive Speech	2%
Drama (1 major prod.)	6%
Competitive Drama	2%
Frosh & Soph Class Adv.	1%
Junior & Sen. Class Adv.	2%
Student Council Advisor	9%
Academic Decathlon	3%
Quiz Bowl	3%
Summer Weight Room (One Supervisor)	\$1,600.00

### **HIGH SCHOOL MUSIC**

A.	Pepband supervision and performance beyond day to day Activities	7%
B.	Group Choral Productions beyond routine class work	
	Regular Concerts and Contest (In Contract)	2%
C.	School Musical (Paid at Completion) (Maximum)	10%
D.	Group Instrumental Productions beyond routine class work	
	Regular concerts, contest and activities (In Contract)	2%
E.	Small groups, Madrigals and Individual choral and/or Instrumental Performances (Minimum 12 performances) Beyond Regular Concerts & Contests (Paid at End of Year)	2%
F.	Summer Band - Prorated on an hourly basis, based on regular contracted salary.	

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **6.1 Definitions**

A grievance shall be defined as a written allegation of unfair treatment or violation of the negotiated agreement or of school district policy.

The association or an employee of the district may file a grievance.

### **6.2 Purpose**

The purpose of this procedure is to secure equitable solutions to problems at the lowest possible administrative level.

### **6.3 Procedure**

If a grievance is initiated, the grievant shall submit the grievance in writing to his or her immediate supervisor within ten (10) working days of the incident giving rise to the grievance. The grievance shall state the nature of the grievance and the remedy sought. Within ten (10) working days of receipt of the grievance, the immediate supervisor shall provide a written response to the grievant.

If the grievant is not satisfied with the response the immediate supervisor or if there is no response within the time lines, the grievant may appeal the grievance to the superintendent of the district or the superintendent's designee within five (5) working days of the receipt of the response within five(5) working days from the date the supervisor last had to respond if the grievant received no written response. Within six (6) working days of an appeal, the superintendent or his designee shall communicate with the grievant in an effort to resolve the appeal. Within five (5) working days of the working days of the communication, the superintendent or his designee shall provide a written response to the grievant.

If the grievant is not satisfied with the response of the superintendent or his designee, or if there is no response by the superintendent or his designee within the time frame the grievant may request a review of the grievance by a hearing panel within five (5) working days from receipt of the response if the grievant received a written response, or five (5) working days from the date the superintendent last had to respond if the grievant received no written response. Within ten (10) working days of receipt of an appeal, the board of trustees shall convene a panel consisting of three (3) persons; one (1) designated by the board of trustees, one (1) designated by the grievant, and one (1) agreed upon by the two (2) appointed members for the purpose of reviewing the appeal. Within five (5) working days following completion of the review, the panel shall submit its decision in writing to the grievant, the superintendent, and the board of trustees.

### **6.4 Hearing Panel**

The panel's decision shall be the final and conclusive resolution of the grievance procedure unless the board of trustees overturns the panel's decision by resolution at the board of trustees' next regularly scheduled public meeting or unless within forty-two (42) calendar days of the filing of the board's decision, either party appeals to the district court in the county where the school district is located. Upon appeal of the decision of the board of trustees, the district court may affirm or set aside and remand the matter to the board of trustees upon the following grounds, and shall not set the same aside on any other grounds:

That the findings of fact are not based on any substantial, competent evidence;

That the board of trustees has acted without jurisdiction or in excess of its power;

That the findings by the board of trustees as a matter of law do not support the decision.

**6.5 Representation**

A grievant filing a grievance pursuant to this procedure shall be entitled to a representative of the grievant's choice at each step of the grievance procedure. The supervisor, superintendent, or the superintendent's designee shall be entitled to a representative at each step of the grievance procedure.

**6.6 Time Lines**

The time lines of the grievance procedure may be waived or modified by mutual written agreement.

**6.7 Utilization**

Utilization of the grievance procedure shall not constitute a waiver of any right of appeal available pursuant to law and regulation.

**6.8 No Reprisals**

Neither the board nor any member of the administration shall take reprisals affecting the employment of any interested party.

**6.9 Personnel File**

An employee of the school district shall be required to review and sign any entries made to his personnel file. At reasonable times and places, in the presence of an appropriate district official, an employee may inspect documents contained in his official personnel file.

## **ARTICLE VII**

### **EFFECT OF AGREEMENT**

#### **7.1 Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual teacher hereafter executed shall be subjected to the terms and conditions of this Agreement. If any individual contract contains any language contrary to the Agreement, this Agreement, during its duration, shall be controlling.

#### **7.2 Separability and Savings Clause**

Nothing contained in this Negotiation Agreement 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 District 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 regulations for the governance of the District as provided by Idaho Code 33-506.

If any provision or any application of this Agreement shall be held to be contrary to law, in the spirit of mutual cooperation, the Association and the Board shall meet to negotiate a successor clause.

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

**7.3    Agreement**

      This Agreement is signed this \_\_\_\_\_th day of \_\_\_\_\_, 2016.  
IN WITNESS THEREOF:

For the Association

For the Board

\_\_\_\_\_  
President

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Clerk

**ADDENDUM A**  
**SICK LEAVE BANK APPLICATION**

Employee Name \_\_\_\_\_

Address \_\_\_\_\_  
(Street) (City) (State) (ZIP)

Phone \_\_\_\_\_ School \_\_\_\_\_

Attending Physician \_\_\_\_\_ Building Principal \_\_\_\_\_

-----

Dear Physician:

Please complete the following information, sign and return to the address below. Thank you for your time and cooperation in this matter.

		Yes	No
1.	Will the duration of direct medical treatment extend more than 14 days? From: _____ To: _____		
2.	Does the illness require inpatient hospitalization of the patient?		
3.	Does the illness require outpatient medical care including referral to other providers of health services for more than 14 days?		
4.	Will the illness or injury necessitate direct medical treatment that requires the employee to be off work on an intermittent basis or to work less than the normal schedule of hours per day or days per week? If yes, please specify:		
5.	Is the patient able to perform their regular work duties? If no, describe limitations.		

I certify that the above information is true and correct to the best of my knowledge.

\_\_\_\_\_  
Attending Physician

\_\_\_\_\_  
Date

Please return the completed form to: American Falls School District  
Attn: Sick Leave Bank Chairperson  
827 Fort Hall Ave.  
American Falls, ID 83211

**ADDENDUM B**

**2016-2017**

**APPLICATION FOR LONGEVITY BENEFIT**

Return no later than April 1<sup>st</sup> to: School Dist. #381 Admin. Office, 827 Fort Hall Ave., American Falls, ID

Name: \_\_\_\_\_ SS# \_\_\_\_\_

(Please type or Print)

Mailing Address \_\_\_\_\_

Date of Full Time Certified Employment \_\_\_\_\_ Years of Service \_\_\_\_\_

I agree that:

- ✓ I am currently working under contract for American Falls School District for the entire 2015-2016 school year in a full time certified position.
- ✓ I will complete my 2016-2017 contract.
- ✓ I am eligible to be offered a contract for the 2016-2017 school year and if the contract is offered, I intend to accept it.
- ✓ I am not currently on probationary status with my immediate supervisor.
- ✓ As of June 30, 2016, I have completed a minimum of twenty (20) years continuous full-time years as a certified employee with American Falls School District #381.
- ✓ I will be paid a longevity benefit in the amount of \$3,164 per year for three consecutive years (2016-2017, 2017-2018 and 2018-2019), unless my employment is terminated, either by the district for just cause or by my own choice.
- ✓ If at any time during the next three years my employment with School District #381 is terminated, the benefit will be pro-rated based on the number of days completed in the current contract year and will be discontinued from that point on.
- ✓ The longevity benefit of \$3,164 per year for three years shall be listed as a stipend to my contract and paid as part of my regular monthly salary.
- ✓ The longevity benefit is considered additional compensation and subject to federal and state tax laws.
- ✓ If I chose to withdraw my application, I will notify the Administration Office in writing no later than June 1, 2016.

Please provide dates of continuous full time employment at American Falls School District in the space provided below, beginning with the most recent experience:

School: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

School: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

School: \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

I certify the above information is correct and that I have met all the necessary criteria to participate in the longevity benefit per the Master Agreement Article V. I understand that the maximum amount I will be paid is \$9,492.00 (\$3,164.00 per year for three years) and once I have received this benefit, I may not make application for the benefit again during my employment with American Falls School District #381.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date