

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

SCHOOL DISTRICT NO. 411

TWIN FALLS COUNTY

STATE OF IDAHO

AND

THE TWIN FALLS EDUCATION ASSOCIATION

FOR THE PERIOD FROM JULY 1, 2016,

TO JUNE 30, 2017, INCLUSIVE

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1. AGREEMENT

This Agreement is entered into by and between the Twin Falls Education Association, hereinafter called the "Association," as the exclusive representative of all certified professional employees, except administrative personnel, as defined by the Idaho System of Educational Excellence (ISEE), and any other administrative personnel employed in the Twin Falls School District, and School District No. 411, Twin Falls County, State of Idaho, acting by and through its duly elected Board of Trustees, hereinafter called the "Board," and its successor boards.

2. EFFECT OF AGREEMENT

The matters covered by this Agreement constitute Board Policy for the term of this Agreement, and the Board and the Association will carry out their mutual commitments contained herein.

During its term, this Agreement may be altered, changed, added to, deleted from, or modified only through negotiations between the Board and the Association, or court order or other government action.

Any individual contract between the Board and a certified employee will state "within area of certification" and will state the employee's building assignment and subject to and consistent with terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement not prescribed by law, this Agreement during its duration will be controlling.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application will not be deemed valid and subsisting, except to the extent permitted by law. All other provisions or applications will continue in full force and effect.

This Agreement will not be interpreted or applied to deprive teachers of professional advantages, which are hours, wages, and negotiated benefits, heretofore enjoyed unless expressly stated herein.

3. DURATION OF AGREEMENT

The duration of this Agreement will take effect on July 1, 2016 and will continue and remain in full force and effect until June 30, 2017. Requests to open negotiations must be made in written form and be in compliance with IC 33-1271 and IC 33-1273.

4. ASSOCIATION RIGHTS

The Board agrees that the individual teacher will have full freedom of association as provided by law.

The Board agrees to provide the Association access to District records that are public information and the reasonable opportunity to make copies.

The Association will be given an opportunity to present reports and announcements at faculty meetings.

The Association will be given time on the agenda of the orientation program for new teachers for announcements of Association activities.

The Board will place on the agenda of each regular monthly meeting any matters related to the Agreement brought to its attention by the Association so long as these matters have first been processed through administrative channels specified in the District policy manual.

The District will deduct dues as per State law.

- A. Employees wishing payroll deduction for Association dues will fill out appropriate forms in the building where they are employed.
- B. Payroll deduction forms for deduction will be processed during September.
- C. Payroll deductions for dues will be spread over ten months, beginning in November.
- D. Employees may cease payroll deductions at any time by giving written notification to the District Administration Office.
- E. By October 15th, the District will make available a list of employees authorizing Association dues deductions.
- F. The District will make available to the Association President the transmittal list of Association dues deductions.

The Association will be notified in advance should it be necessary for the Board to implement the Reduction in Force Policy. The Superintendent will be available to discuss with the President of the Association the effect of the implementation of that policy upon working conditions within the District.

5. LEAVE

In accordance with the Twin Falls School District accounting system, all types of leave listed in days are at a rate of eight (8) hours equal one day and four (4) hours equal one-half day.

5.1. LEAVE OF ABSENCE

A one (1) year leave of absence will be granted to any fully certified teacher who has completed not less than two (2) years of service in the District and who has been recommended for employment during the succeeding year in the following cases:

- A. Should a teacher desire to further his/her education by attendance at a college or university, or, if vocational personnel, at a technical school, or if a teacher accepts a position in a state or national educational office, a notice of intent and application for leave should be submitted by the teacher as early in the preceding school year as is possible. A leave of absence for travel when an accredited institution gives college credit may be approved.
- B. Should it be impossible for a teacher to fulfill a teaching contract during the contract year or the succeeding year because of illness, childbirth or adoption, family emergency or other circumstances beyond the teacher's control, an application for such leave may be made at the time the necessity for the leave becomes known and if a qualified replacement can be secured, the leave will be granted.

The Board of Trustees will attempt to make written contact with the teacher on the leave of absence during March of the leave year for the purpose of receiving the teacher's intent towards teaching in the District for the succeeding year. Documentation of this attempt will be placed in the personnel file of the teacher on leave. The teacher must notify the Board in writing no later than April 1 if he/she wishes to accept a contract. If the teacher's intention is to accept a contract, the teacher is guaranteed a position upon return unless the position was RIFed. Should the position not be RIFed, the teacher may be guaranteed a return to the same position if his/her request to return to that position is approved by the board prior to the beginning of the leave of absence. The board's prior approval will be contingent upon the ability of the District to find a suitable replacement and the recommendation of the school principal.

A leave of absence will be considered a break in service. The teacher returning from leave will be placed on the current salary schedule in the step following that of his/her last full term contract, and in the appropriate column for academic preparation.

Sick leave accumulated prior to the leave of absence will be credited to the teacher upon resumption of services in the District.

5.2. PROFESSIONAL LEAVE

At the beginning of every school year, the Board shall credit three hundred fifty (350) days to be used by the teachers for the purpose of attending professional meetings, with up to 75 of such days to be used for in-service. Professional meetings include education conferences and workshops, United Teaching Professional meetings, and meetings of other professional groups. Leave for district-sponsored student activities or leave required by the School District through its administrators shall not be classified as professional leave and, therefore, shall not be included in the total credited days.

The Association shall appoint one person from each level (elementary, middle, and high school) to serve on a committee with one individual appointed by the Administration, who will establish guidelines for professional leave grants. An Association representative and the Administrative representative will Co-Chair the committee. No more than ten (10) percent of any building staff will be granted professional leave on the same day unless the building principal determines that it would not be a detriment to the educational program of the District. No individual staff member may be granted more than six professional leave days during any school year unless the building principal determines that it would not be a detriment to the educational program of the District.

If a representative of the Association needs to attend a regularly scheduled or specially called meeting dealing with Association business, the District shall allow that representative to leave school five (5) minutes after student dismissal to attend the meeting. The amount of time that the representative is released prior to the end of the normal workday will be deducted from the time allowed for Professional Leave at the rate of eight (8) hours equaling one (1) day. If the representative has an assigned duty when an Association meeting is called, the representative will be responsible for securing a qualified replacement.

Once professional leave is granted by the Association, the applicant shall receive full salary from the District.

Professional leave requests approved by the Association shall be communicated to the supervisor or principal of the appropriate school at least five (5) school days prior to the day the professional leave is to commence.

If, during the school year, additional professional leave days are needed by the Association, the President of the Association may request from the Board additional professional leave days above the original three hundred fifty (350) days.

5.3. PERSONAL LEAVE

Personal Leave: Each certified employee will be allotted a total of three (3) school days of personal leave each school year. Advance notice must be given to the principal and leave will be granted contingent upon a suitable substitute being available. Personal leave may be used for whatever purpose the teacher prefers, except that requests for personal leave will be limited to extenuating circumstances during the first two weeks of school, the last two weeks of school or two days immediately preceding or following a school vacation. Leave at this time is granted at the discretion of the building principal. In the event that the teacher is dissatisfied with the principal's decision, the teacher may appeal to the superintendent for review. No more than ten (10) percent of any building staff will be granted personal leave on the same day unless the building principal determines that it would not be a detriment to the educational program of the District.

Certified employees shall be allowed to carry forward a maximum of four (4) personal leave days. The maximum number of personal leave days that may be available in one contract year will be seven (7) days. If, at the end of the contract year, an employee has accumulated more than four (4) personal leave days, he/she will be paid \$95 per day for unused personal leave days in excess of four. For the 2016-2017 contract year, certified employees who receive three (3) additional personal leave days will need to refer to the MOU for guidelines and procedures.

To implement this procedure, it shall be the responsibility of the certified employee to complete FORM PLD3 requesting payment of any or all unused personal leave days with any remaining days forwarded to the subsequent contract year. This form will be available from each building secretary and must be received in the district office no later than June 1 of the contract year.

In the event an employee resigns from employment with the district, or is not re-employed by the District he/she will be paid for all unused, earned personal leave days.

The use of personal leave by those people who are nearing retirement will be governed in accordance with this Agreement and Idaho statute.

5.4. EMERGENCY LEAVE

Emergency leave will be granted to a certified employee to a maximum of five (5) days after his/her accumulated personal leave days have been exhausted. The employee will receive regular pay less the current substitute rate per day while on emergency leave.

Emergency leave shall be defined as leave taken due to a situation that has been suddenly precipitated or is unplanned, or where preplanning could not relieve the necessity of the employee's absence.

5.5. CERTIFIED SICK LEAVE

- A. At the beginning of each school year, each certified employee shall be credited with one (1) day of sick leave per month at full pay for each full month of service or major portion thereof as projected for the employment year. Sick leave may be used for absence caused by illness, injury, surgery, maternity, paternity, adoption, quarantine, disability, or medical or diagnostic examinations or tests.
- B. Each individual will be allowed to accumulate sick leave from year to year with no maximum accrual ceiling.
 - 1. Both parties agree to allow for the accumulation of sick leave without maximum as long as the manner in which funding for the state “sick leave reimbursement” program remains unchanged. If for some reason, the state places a limit on the amount of accumulated sick leave it will financially support in providing the sick leave retirement benefit; both parties agree that the district’s obligation will be limited to the amount supported by the state.
 - 2. Both parties agree that should the state change the sick leave reimbursement fee it charges Districts from the flat fee that existed in 1998-1999 to a fee related to the number of days accumulation allowed by the district, the district will not be obligated to pay for sick leave accumulated beyond 170 days.
- C. Certified employees shall be permitted to use sick leave when such absence is due to illness of that employee's children, spouse, and parents. The Superintendent may, at his discretion, make judgments in favor of use of sick leave by an employee due to an illness of a loved one, whose circumstances are not covered by exact contract language.
- D. Absence due to injury incurred in the course of the employee's employment shall follow Workman's Compensation guidelines.
- E. Certified Sick Leave Bank
 - 1. Each employee of the District covered by this contract may participate in the Sick Leave Bank. An initial contribution of two sick leave days, prior to November 1, will be the required minimum to become a Sick Leave Bank member for the duration of employment in District #411. Each employee, or retiring employee, may voluntarily, prior to November 1st of each succeeding year, contribute additional sick leave days. A threshold of five hundred (500) days will be established in the Sick Leave Bank. When the total days in the Sick Leave Bank falls below five hundred (500) days, the Sick Leave Bank will then assess each member one day, thus re-establishing the minimum 500-day threshold. Sick leave days thus contributed shall be deducted from the individual's previously accumulated sick leave. The contributed sick leave days shall form a bank of sick leave days which will be available to all eligible employees

for absence from work necessitated by extended or recurring illness extending beyond the employee's available sick leave.

2. In order for an employee to be eligible for sick leave benefits from the Sick Leave Bank, the employee must first: 1) be a contributor to the Bank, 2) have been absent from work due to illness or accident, and 3) have used all available sick leave days, personal leave days, and class coverage units.
 3. Applications for use of the Bank shall be submitted to the Sick Leave Bank Committee. The Sick Leave Bank Committee shall be comprised of two (2) certified employees appointed by the Association and two (2) District representatives. One Association rep and one District rep will Co-Chair the committee. The Sick Leave Bank Committee shall review the request and determine the eligibility of the employee. If the Sick Leave Bank Committee deems necessary, it may require proof of illness at the time of application and from time to time after a grant has been made, in order to prevent misuse, abuse, or excessive sick leave bank grants.
 4. The Sick Leave Bank Committee shall have the authority to establish such operational procedures as it deems necessary to implement this program. After a complete review of the application, the Sick Leave Bank Committee shall have the authority to make final decisions within these guidelines as to the disposition of the case.
 5. The maximum number of days which may be granted in any one school year will be sixty (60).
 6. Bank grants will end at the termination of the school year. If an employee does not use all of the days granted by the Bank, the unused sick leave days will be returned to the Bank.
 7. The Certified Sick Leave Bank may loan days to a member for a normal, healthy childbirth situation. This would require an application for use of sick leave bank days to be submitted for a loan of up to ten (10) days. Repayment of the loaned days will be at a rate of two (2) days per year. Repayment may be accelerated if employee elects. If an employee who has been loaned days resigns before the loaned days are repaid, an amount equal to the person's daily salary (1/188) will be deducted from remaining paychecks for each day not yet repaid.
- F. At the end of each District fiscal year, the District will provide each certified employee with a total number of his/her accumulated sick leave days.

5.6. LEAVE FOR JURY DUTY AND COURT ACTIVITIES

A teacher summoned to appear for legal proceedings before any judicial, quasi-judicial, or administrative tribunal will not lose compensation for performance of such obligation. Teachers serving on

jury duty will receive their regular pay less any money granted from the court for such jury duty. Travel funds incurred and paid by the Court to the teacher shall remain the property of the teacher.

5.7. BEREAVEMENT LEAVE

Certified personnel shall be granted up to three (3) work days bereavement leave during the school year for a death of an immediate family member (parent, mother/father in-law, spouse/domestic partner, children, grandchildren, grandparent, brother, sister, brother/sister in-law, uncle, aunt). Such leave will be granted with full pay and will not be deducted from either personal or sick leave. If the employee needs additional leave, bereavement leave may be granted at the discretion of the District and will be deducted from accumulated sick or personal leave. Bereavement leave is not cumulative or reimbursable if not used.

5.8. COVERAGE UNITS

If a certified employee during the contracted day volunteers, is asked, or required to cover a class or other responsibilities by the building administrator, they are eligible for time reimbursement. (See coverage units request form in staff section of district website) At the elementary level, recess, office, crossing guard, and other similar duties may qualify for coverage units.

If a certified elementary employee is asked to take a portion of a classroom of students to cover for absent staff between 45 minutes and 3.5 hours the employee will qualify for one (1) coverage unit. If the coverage exceeds 3.5 hours the employee will qualify for two (2) coverage units.

All coverage time must be approved by a building administrator and recorded by the building record keeper. Time will be reimbursed at a rate of seven coverage units equal to one contract day. Employees are restricted to earning a maximum of two coverage units per day, unless approved by a building administrator. One coverage unit is equal to 45 minutes of coverage accumulated in 15-minute increments.

EXAMPLE: If certified Employee A is asked to cover for certified Employee B for a school or district related activity, the coverage units are considered administrative leave. If certified Employee A is asked to cover for certified Employee B for personal reasons, the coverage units are deducted from Employee B. If no coverage units are available to Employee B, the time will be deducted from Employee B's sick or personal leave accumulations.

If coverage units are unused, certified employees under contract covered by the Agreement may request the conversion of units into full days that are paid at the current certified employee guest teacher rate. The certified employee shall be allowed to carry forward a maximum of twenty-one (21) coverage time units. A maximum of twenty-one (21) coverage time units may be accumulated in the current contract year.

It shall be the responsibility of the building recorder to submit the coverage unit payment record (form CUD-1) to the district office no later than June 1st of the contract year.

5.9. ASSOCIATION PRESIDENT ADMINISTRATIVE LEAVE

During the school year, the Association president will be allowed one day of administrative leave per month for the purpose of conducting business required by that office.

6. GRIEVANCE PROCEDURE

The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to grievances of school personnel who come under the Agreement.

A. Definitions

1. A grievance is a claim alleging a violation, misinterpretation, or misapplication of any District rule, regulation, or policy affecting employment conditions or any term(s) of this Agreement.
 - (a) The term grievance shall not apply to any matter which
 - (1) The method of review is prescribed by law.
 - (2) The School Board is without authority to act.
 - (3) Is covered by the School Board's affirmative action grievance procedure.
2. An "aggrieved person" is a certified teacher or group of teachers. The "aggrieved person" initiating the grievance has the right to be represented at each step of the grievance procedure by any person or persons of his or her choice. However, the "aggrieved person" must personally be present at all levels of the grievance procedure.
3. A "party in interest" is a certified employee who may be required to take action to resolve a grievance or against whom action may be taken to resolve a grievance. Any "party in interest" may be represented at any level of the grievance procedure by a person or persons of his or her choosing.

B. Time Limits

1. No grievance shall be recognized by the Board or the Association unless it has been presented at the appropriate level within thirty (30) business days after the aggrieved person or persons knew, or reasonably should have known, of the act or condition on which the grievance is based. If not so presented, the grievance shall be considered as waived.
2. The term "days" when used in regard to a time limit shall mean business days.
3. If a grievance is filed which might not be finally resolved at Step Three before the school year would expire leaving the grievance unresolved, the time limits set forth herein may be

reduced by mutual agreement so that the grievance procedure may be concluded prior to the end of the school year, or as soon thereafter as is practicable.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

C. Association Representation

1. Neither the board nor any member of the administration shall take reprisals of any kind against any teacher, any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.
2. When a teacher is not represented by the Association, at the sole discretion of the teacher, the Association shall have the right to be present and to state its views at any step of the grievance procedure except step one.
3. All grievance related documents, communications, and records dealing with the process of a grievance shall be filed separately from the personnel files of the participants.

D. Purpose and Rights

1. The purpose of this procedure is to secure at the lowest possible administrative level equitable solutions to the problems which may from time to time arise. Both parties agree that these proceedings will be kept as informal and as confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained will be construed as limiting the right of any teacher or building counselor having a grievance, to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided that the adjustment is consistent with the terms of this Agreement and Board Policy.

E. Procedure

1. Step No. One -- (Principal or immediate supervisor)

An aggrieved employee shall first discuss the grievance with the building principal or his/her immediate supervisor with the objective of resolving the matter informally. The aggrieved employee may (1) discuss the grievance personally, (2) may request that the Association's representative accompany him/her, or (3) may request that the Association's representative act in his/her behalf with the grievant present throughout the grievance process.

2. Step No. Two -- (Superintendent)

If the aggrieved employee is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been reached by his/her principal or immediate supervisor within

five (5) days after the meeting, then the aggrieved employee or Association may file the grievance in writing with the Superintendent of Schools, with a copy sent to his/her Principal or immediate supervisor within six (6) days after the receipt of the Step One decision or eight (8) days after the Step One meeting, whichever is the later.

The Superintendent shall arrange for a meeting with the aggrieved employee or the Association within five (5) days after receiving the appeal from Step One in writing. Each party shall have the right to include in its representation such witnesses and counselors as it deems necessary to develop facts pertinent to the grievance. Upon completion of the hearing, the Superintendent will have five (5) days in which to provide his/her decision in writing to the aggrieved employee and Association.

3. Step No. Three -- (School Board or Board of Trustees)

If the aggrieved employee and/or Association is not satisfied with the written disposition of his/her grievance at Step No. Two or if no decision has been rendered by the Superintendent within five (5) days after the Step No. Two meeting, the aggrieved person may appeal by submitting a written grievance to the School Board with copies sent to the Principal or immediate supervisor and Superintendent. Within ten (10) days after receiving the grievance appeal, a committee of School Board members or a hearing officer designated by the School Board shall meet with the aggrieved employee for the purpose of resolving the grievance. The School Board's ultimate decision and final disposition of the grievance shall, however, be rendered by the full Board in writing within thirty (30) days after receiving the notice of appeal. If a hearing officer is designated, all parties in interest shall have ten (10) days to submit written objections to his/her proposed findings and recommended disposition.

F. Facilitation

1. To facilitate operation of the grievance procedure, necessary forms for filing, serving notices, making appeals, making reports and recommendations, and other necessary documents will be jointly prepared and distributed by the Association and the Superintendent. (Forms are attached as Appendix C).
2. The Board agrees to make available to the aggrieved person and his/her representative, or the Association, all pertinent information not privileged under law in its possession or control which is relevant to the issues raised by the grievance.
3. When it is necessary at Step No. Two or Step No. Three for the aggrieved person, a representative of the Association, or a party in interest to attend a meeting or a hearing called by the Superintendent or the School Board during the school day, the Superintendent's office

shall notify the Principal or immediate supervisor of those affected, and they shall be released without loss of pay for such time as their attendance is required at the meeting or hearing.

7. CERTIFIED STAFF REDUCTION

1. Certification: To ensure that the certificated staff members retained are qualified to implement the educational programs determined by the Board, all certified staff members must possess a valid Idaho State Certificate as may be required for the positions available.
2. Employment Categories: The following categories and specialties are established to ensure the qualifications of personnel assigned to retained positions:
 - a. Elementary staff members will be considered for retention in one category (K-5).
 - b. Secondary staff members (6-12) will be considered for retention in subject matter areas. Each subject matter area is a category defined by, but not limited to one of the following: science, math, social studies, language arts, music, art, physical education and health, and individual language (e.g., French, Spanish, and German). A staff member with elementary certification must have a minimum of 20-credit hours in a content area to be considered in the (6-12) pool in that content area.
 - c. Other non-supervisory certified staff members will be considered for retention according to their specialties which may include, but are not limited to, the following:
 - Special Education personnel (by field of specialty including Pre-K)
 - Psychologists
 - Elementary Counselors
 - Secondary Counselors
 - Librarians
 - Elementary Music
 - Elementary Physical Education
 - Communication Disorder Specialist
 - Audiologist
3. Retention by Employment Category:
 - a. Each certificated staff member will, in accordance with the criteria set forth in Section 2 and 3 hereof, be considered for retention in the category or specialty to which he/she is assigned.
 - b. A staff member's name will appear on every seniority list for which he/she is qualified as provided for in this procedure.

- c. Staff members will be considered for additional categories and/or specializations for which they are certified only if they are not retained in the category or specialty appropriate to the position held at the time of implementation of these procedures.
 - d. Staff members will be considered for retention at the same FTE status held at the time of RIF enactment (e.g., part-time employees will be considered to be retained in part-time positions, full-time employees will be considered to be retained in full-time positions).
4. Selection Within Employment Categories: Certified staff members will be considered for retention in available positions within the categories or specialties for which they qualify under Section 2, and 3, and 4 hereof. In the event that there are more qualified staff members than available positions in a given category or specialty, the following criteria will be used to determine which staff members will be retained.
- a. Within each employment category retention will be based upon seniority (on a district wide basis) within areas of certification. Seniority lists will be established in writing based on certificate endorsements/qualifications as provided for in this procedure.
 - i. The employees with the greatest number of continuous in-district experience immediately preceding a reduction in force shall have the greatest seniority.
 - ii. Should factor a.i. be equal, total years of certificated experience shall determine seniority.
 - iii. Should factors a.i. and a.ii. be equal, the number of undergraduate or graduate credits as accepted by the district towards placement and advancement on the salary schedule will determine seniority.

Should factors a.i., a.ii., and a.iii. be equal, and a tie exists, the person(s) to be retained will be determined by drawing lots among the tied staff members.
 - b. Employees who have been granted a leave of absence prior to a reduction in force will retain seniority earned. A leave of absence will not count towards a year of seniority.
 - c. Staff members on part-time contracts will earn seniority equivalent to the sum of their fractional contracts.
 - d. When the need for a reduced educational program within an employment category becomes apparent, each certified employee shall be notified in writing that he/she will have ten (10) working days to update his/her personnel file.
 - e. Seniority lists within employment categories will be established and distributed to each staff member as soon as possible after the identification of the need for a reduced educational program. Any staff member who wishes to challenge his/her placement on the seniority lists must file a written notice with the Human Resources Department within five (5) working days

immediately following the distribution of said seniority lists. Any such notice shall identify the basis of the challenges. The Human Resources Department will review all written challenges and will make such changes as may be supported by information contained in the staff member's personnel file. Notification, to staff members filing such challenges and to all staff members affected by any changes made, shall be given in writing by the Human Resources Department on or before fifteen (15) working days immediately following the initial distribution of the seniority lists. Any staff member adversely affected by any changes made in the seniority lists shall have five (5) working days following notification of changes in the lists to file a written challenge which shall be made in the same manner as specified for original challenges. Any staff member failing to challenge his/her placement on the seniority lists within the time limitations as specified shall be deemed to have waived any right to thereafter challenge such placement.

5. Recall:

- a. All certified staff members who are not retained in accordance with these procedures will be placed in a recall pool for possible re-employment during the first school year immediately following his/her placement in the recall pool. Upon reinstatement of RIFed position(s), individuals in the recall pool will be given the opportunity to fill open positions within the categories or specialties from which they were displaced in reverse order of layoff.
- b. Any individual wishing to remain in the recall pool for a second year must notify the superintendent or his/her designee in writing between March 15th and April 15th of the individual's first year in the recall pool. If such notification is not received, the name of any such individual shall be dropped from the recall pool. The district will notify individuals remaining in the recall pool of this obligation at the addresses in their personnel files.
- c. When reinstatement of position occurs from which a qualified individual has been displaced, notification from the school district to such individual will be by certified mail. Such individual will have five (5) working days from the receipt of the letter to accept the position. If an individual fails to accept a position offered, he/she will be dropped from the recall pool.
- d. The district may have the opportunity to offer a displaced employee a position which would allow the individual to work within his/her area of skill/certification and be retained at a similar wage/FTE status. Should an offer of this nature be extended and declined by the individual, the individual will forfeit recall rights and be dropped from the recall list.
- e. Recall rights apply to the FTE status the individual held at the time of the RIF. Displaced full-time employees have the right to be recalled to full-time positions. Displaced part-time

employees have the right to be recalled into part-time positions equivalent to the FTE status the employee held upon RIF enactment.

8. TEACHER EVALUATIONS

The School Board and the Association recognize that evaluation of the staff is a vital function of the District. A Teacher Evaluation Review Committee consisting of six teachers, including two elementary, two middle school, and two high school teachers appointed by the Twin Falls Education Association; an elementary administrator, a middle school administrator, and an high school administrator appointed by the Twin Falls School District Administration; and three district office administrators to include the Elementary Director, the Secondary Director and the Director of Support Services.

The appointment of the members of the committee will be made on or before October 1st of each year. An administrator from the district and a member appointed by the Association will Co-Chair the Committee. The Committee will meet at the call of the Co-Chairs.

The Professional Practice portion of the evaluation will be conducted by a member of the building administrative team. The building administrator will meet with the teacher before the first observation to discuss goals and the evaluation tool. The evaluation shall include a minimum of two (2) documented observations annually, with at least one (1) observation being completed by January 1 of each year. In situations where a teacher is unavailable for two (2) documented classroom observations, due to situations such as long-term illness, late year hire, etc., one (1) documented classroom observation is acceptable. At least one of the documented observations will be a minimum of 30 continuous minutes. A residency teacher will have two (2) observations and both will be at least 30 continuous minutes. The formal written evaluation will be reviewed during a post evaluation conference to communicate results, discuss any concerns, commend the employee for a job well done, and to obtain signatures.

At the beginning of each contract year, employees will be given a copy of the evaluation and other evaluation tools to be used that year. Employees will sign that the documents have been received.

9. AUTHORIZED USE OF EMPLOYEE'S AUTOMOBILE

Certified employees who drive students to District sponsored student activities which take place away from the school building may do so voluntarily with the advance approval of their Principal or immediate supervisor. For District required travel, certified employees will be insured under the District's master liability insurance policy for personal accident liability above the primary coverage afforded under their own policies and will be compensated at the established state reimbursement rate. Prior to certified employees using their own automobiles for District required travel, he/she must provide to the principal a valid driver's

license, evidence of adequate automobile insurance, and affirmation that the vehicle is adequately maintained.

10. INSURANCE

- A. The District will maintain a “125 Plan” that is in conformance with IRS Regulations for all certified employees.
- B. To be eligible for the district contribution for insurance, certified personnel must be enrolled in medical, dental, and group life insurance programs. The District will provide, at no cost to each full-time employee, the following:
 - 1. Employee Medical insurance.
 - 2016-2017 rate of up to \$7,203.60 per year for PPO
 - 2016-2017 rate of up to \$7,203.60 per year for the total premium for PPO Economy (Premium in excess of individual rate will be applied to health savings account)
 - 2. Employee Dental insurance.
 - Option one: 2016-2017 rate of \$31.22 per month for LifeMap Dental Insurance, paid by district.
 - Option two: 2016-2017 rate of \$38.34 per month for Willamette Dental (additional \$7.12 per month paid by employee).
 - 3. \$20,000 group term life insurance. (2016-2017 rate of \$2.92 per month)
- C. Certified personnel who work at least 20 hours per week, but less than full-time, will receive one-half the full-time benefit amounts. Certified personnel who work less than 20 hours per week will receive no benefit amounts.
- D. Each employee may choose to purchase additional coverage or programs offered within a “125 Plan.”
- E. Should the employee choose benefits whose premiums exceed the District's contribution, the employee shall authorize payroll deduction to pay the excess amounts for optional benefits.
- F. In the event that more than one certified employee is a member of the same family, the total cost of their insurance benefit choices may be deducted from either employee.
- G. New coverage in the insurance package shall begin on September 1st.
- H. Carriers and plans for the pool shall be mutually determined by the District and Association.
- I. Individual changes in allocation of benefits or deductions must be made by August 31st, with the exception of marital or family status changes.

- J. If eligibility requirements are met, employees may purchase optional vision insurance at the designated district group rate for 2016-2017. The District will pay \$6.63 per month towards the premium for employees electing voluntary vision coverage.
- 2016-2017 rate of \$6.63 per month for employee
 - 2016-2017 rate of \$13.25 per month for employee and spouse
 - 2016-2017 rate of \$14.19 per month for employee and child
 - 2016-2017 rate of \$14.19 per month for employee and children
 - 2016-2017 rate of \$22.66 per month for employee, spouse, and children
- K. Teachers will be indemnified and protected by the District against the cost of defense by reasons of any reasonable prudent acts committed within the scope of employment.
- L. An Insurance Review Committee will convene in October to review benefits and propose changes for the upcoming year. The co-chairs of the committee will be the Director of Fiscal Affairs and a TFEA representative. Included will be teacher representatives from each building selected by the president of TFEA. District representation will include two principals and three classified employees.
- M. The District will provide an Employee Assistance Program (EAP) at no cost to the employee.

11. PLACEMENT, ADVANCEMENT, AND SALARY (See Appendix A-1)

A. Experience: Credit for previous teaching experience in public or accredited private schools will be given at the ratio of one for one.

B. Training: At least a bachelor's degree, with a teaching major and a valid Idaho teaching certificate are required.

C. Recertification and Frequency of Credit: All Idaho certificates, except Life Certificates, must be renewed. One requirement for renewal of a state certificate is professional growth. All certificated persons are currently required to complete at least six semester hours, or the equivalent, within five years prior to recertification. Teachers in the Twin Falls School District are also expected to complete a minimum of six semester hours, or equivalent, prior to every five-year anniversary of current employment in the district. Guidelines for credits which satisfy recertification requirements and the guidelines for credits which satisfy district frequency-of-credit requirements differ somewhat. Teachers should contact the District Human Resources Department or the State Department of Education to determine recertification guidelines.

D. Five Year Cycle: If a teacher begins teaching in the District during a year other than during a year of his/her state certification or recertification, the District frequency-of-credit requirement will be

waived until the beginning of the teacher's next five-year recertification cycle. From this year on, the District frequency-of-credit requirement (five-year cycle) will coincide with the cycle of his/her state recertification.

E. District Requirements: Teachers who do not meet District requirements will not be advanced on the Career Ladder. Credits for the District requirement may be earned by correspondence, through extension work, or on campus. Travel may be allowed when it is sponsored by an accredited institution of higher learning, credit is given, and credits are shown on a transcript.

F. Initial Placement: Initial placement is determined by the District Human Resources Department in accordance with Idaho State Code regarding the Career Ladder. All credits earned after conferring of the Bachelor's Degree will be accepted for initial placement provided these credits are either of the following:

1. Content Credit Hours: These include college courses which are directed toward the teaching assignment, endorsement, or future endorsement; relative subject matter; or related course work.

2. Education Credit Hours: Education courses must be offered by accredited colleges and universities. These courses include credits earned by an individual who is moving into a different branch of education, such as a classroom teacher moving to administration or counseling. NOTE: Education credits earned to satisfy initial state certification requirements will not count for initial placement on the Career Ladder even if these credits are earned after the conferring of the Bachelor's Degree.

Courses which are primarily designed for self-improvement or for personal benefit (not related to education), or courses taken to train an individual for another vocation or profession (outside of education) may not be used for initial placement.

G. Pupil Service Personnel will be placed at their appropriate location on the Career Ladder (Appendix A-1) and will be eligible for an extended contract up to a maximum of 210 days (as determined by the District) at their daily rate of pay computed from the Career Ladder. In addition, Pupil Service Personnel will receive extra duty pay at the rate of 0.20 of the extra duty calculating base.

H. Professional Advancement Committee: The Association will appoint one person from each building in the District to serve on the Professional Advancement Committee with three representatives appointed by the Administration. One Association representative and one District representative will Co-Chair the committee. The committee will establish criteria for and determine each individual certificated teacher's case for acceptability of credit for advancement on the salary schedule. The criteria determined by the Committee shall be available to all District personnel.

I. Career Ladder Advancement: To be eligible for an education allotment, Instructional and Pupil Service Personnel must have a bachelor's degree plus 24 credits or a master's degree, and three years of successful teaching experience. Credits must be received for the education allotment on the career ladder by September 1. Credits must be earned subsequent to a degree and initial certification. All credits are to be counted in semester hours or equivalent. If the approval of any credit is in question, the teacher should seek approval by the Professional Advancement Committee prior to course registration. Documentation of additional professional growth and approval of the Professional Advancement Committee shall be submitted to the District Human Resources Department eligibility for the education allotment on the career ladder.

All semester credits earned above a Bachelor's Degree and initial certification must be graduate hours, except as follows:

1. Up to fifteen (15) semester hours of undergraduate course work credits may be accepted for education allotment.
2. Additional undergraduate classes in the area of technology taken subsequent to the implementation of the Idaho Technology Proficiency Requirement of July 1997 may be accepted for horizontal advancement during each contract year if they are in the following areas: Computing Environment (hardware and software), word processing, database, telecommunications, spreadsheets, presentation software, or the integration of technology into the classroom/curriculum.

J. Contract Terms: Salaries are based on a twelve month calendar year, payment to be made monthly. For 2016-2017 contracts are written for one hundred eighty-eight (188) days. These will include days required for in-service training, institutes, workshop, and legal holidays. Individual classroom preparation time of at least 2-1/2 days will not be interrupted by District or building designated activities.

K. Work Day: The normal work day shall not exceed eight and one half hours (8 ½) from arrival to departure. Change in the length of the work day shall be brought about only through consultation between the Association Executive Board and/or Negotiations Team and the Administration and/or Board.

1. The District's certified personnel work days shall include a duty-free lunch period of at least thirty (30) consecutive minutes and a duty-free preparation period of at least forty-five (45) minutes.
2. Elementary certified personnel will be guaranteed continuous preparation time of at least forty-five (45) minutes each day during block periods in which their students are involved in Physical Education, Music, Library, Computer or other instruction with a certified teacher, or qualified staff member. Guest

teachers shall be provided for librarians and computer lab aides. Guest teachers may replace paraprofessionals who are trained to substitute for Library or Computer.

3. At the end of the first and third quarters, teacher workshop days will be limited to one-half day in order to allow time for teachers to complete student report cards. At the end of the second and fourth quarters teachers will have one-half day to complete student report cards. Half-day kindergarten teachers will not have students on designated early release days. The instructional time lost by this change will be added equally to the remaining school days. This time will allow half-day kindergarten teachers to work on professional responsibilities. No other school or District activities will be scheduled during the teacher work time. The Friday following conferences for the first quarter and the Friday following conferences for third quarter will be a day off for teachers as compensation for conferences completed in a timely manner as defined at the building level. At the end of the first and third quarters, a.m. and p.m. kindergarten teachers will be allowed two (2) days to complete parent teacher conferences.

4. Certified employees shall have the opportunity to exchange at the rate of one (1) day to one (1) day of TFSD Sponsored Summer Institute for contracted days during the October State Teacher In-services. Certified employees who do not attend the TFSD Sponsored Summer Institute will have the option to attend a State Conference, workshop, conference, training, or other professional development activity during the October State In-service days with the pre-approval of the Professional Leave Committee. If the certified employee is unable to attend any of the above options, he/she will be required to use one of his/her leave options for the two contracted October days. Documentation of attendance must be submitted to the building principal. The specific dates of the TFSD Summer Institute shall be scheduled and placed on the Twin Falls District #411 School Calendar.

L. Professional Development Monies: Prior to March 15 of the current contract year, \$250 will be paid to each teacher for professional development expenses incurred by said teacher.

12. MISCELLANEOUS ELEMENTARY DUTIES

Duties for elementary teachers will be minimized through the following plan: Each elementary faculty will meet with their respective principals, and jointly work out a plan to utilize teacher aides and paraprofessionals in accordance with funding regulations. If they cannot work out an agreeable plan, the superintendent or designee will assist them.

Trained teachers' aides and paraprofessionals will be employed for the purpose of minimizing teacher duty time at the elementary level. These aides may be used for lunchroom duty, playground duty, and bus duty. In addition, these aides may be used to assist teachers in the instructional program.

13. RETIREMENT INCENTIVE

The following retirement program shall be effective during the term of this agreement:

- A. Participants in the program must be between the ages of 55 and no older than 64 years by June 30 of the retirement year. Employees must have reached the "Rule of 90" as required and calculated by the Public Employee Retirement System of Idaho by April 1st of the current contract year.
- B. To be eligible, participants must apply for the program between March 1st and May 15th. Applications may be obtained in the District office.
- C. A one-time payment of between 5% and 10% of the participant's present teaching salary will be awarded to him/her between July 1st and July 31st of the current year in which he/she decides to retire. The exact amount of the award will be determined on the basis of the time the retiree has spent as an educator in the district and will be prorated in accordance with the following table:

15 years or more	10%
14 years	9%
13 years	8%
12 years	7%
11 years	6%
10 years	5%

- D. Participants must have taught in District #411 for a minimum of 10 years.
- E. This provision will not be changed or negotiated and will sunset on June 30, 2018.

APPENDIX A-1

2016-2017 Career Ladder

Salaries for the 2016-2017 school year are based on 188 days. (See Appendix A-2).

Cohort	Professional (base)	Professional BA +24 credits	Professional Masters					
Resident/Prof 1*	\$ 33,400.00	\$ 34,200.00	\$ 34,800.00					
Resident/Prof 2*	\$ 34,736.00	\$ 35,536.00	\$ 36,136.00					
Resident/Prof 3*	\$ 36,125.00	\$ 36,925.00	\$ 37,525.00					
Professional 1	\$ 37,570.00	\$ 38,370.00	\$ 38,970.00					
Professional 2	\$ 39,073.00	\$ 39,873.00	\$ 40,473.00					
Professional 3	\$ 40,636.00	\$ 41,436.00	\$ 42,036.00					
Professional 4	\$ 42,261.00	\$ 43,061.00	\$ 43,661.00					
Professional 5	\$ 43,951.00	\$ 44,751.00	\$ 45,351.00					
Professional 6	\$ 45,709.00	\$ 46,509.00	\$ 47,109.00					
Professional 7	\$ 47,537.00	\$ 48,337.00	\$ 48,937.00					
Professional 8	\$ 49,438.00	\$ 50,238.00	\$ 50,838.00					
Professional 9	\$ 51,416.00	\$ 52,216.00	\$ 52,816.00					
Professional 10	\$ 53,000.00	\$ 53,800.00	\$ 54,400.00					
Equalization payments will continue for those returning TFSD certified employees whose 2016-2017 rung amount is less than a 4% increase over the employee's 2015-2016 base salary and equalization payment. These employees will receive a minimum 4% increase up to a cap of \$53,000 (not including education amounts). For 2016-2017 certified employees base salary calculation exceeds \$53,000 will be allotted three additional personal days (See MOU).								
How to calculate your salary								
Step 1: Find your base amount from last year using the chart below								
Step 2: Multiply number from step 1 by 1.04								
Step 3: Compare this amount to corresponding amount on the 16-17 career ladder above. Your base salary is the higher of the two up to \$53,000								
Resident/Prof 1	\$ 32,700.00							
Resident/Prof 2*	\$ 33,864.00							
Resident/Prof 3*	\$ 35,174.88							
Professional 1	\$ 36,917.92							
Professional 2	\$ 38,360.40							
Professional 3	\$ 39,843.44							
Professional 4	\$ 41,366.00							
Professional 5	\$ 42,933.28							
Professional 6	\$ 43,772.56							
Professional 7	\$ 45,414.72							
Professional 8	\$ 47,117.20							
Professional 9	\$ 48,884.16							
Professional 10	\$ 49,507.12							
The chart below is only used for the placement of new staff to the TFSD.								
Salary Chart Used for Placement of New Staff								
Years of service COMPLETED as of Sept. 2014	BA	BA+12	BA+24	MA or BA+36	MA+12 or BA+48	MA+24 or BA+60	MA+36 or ES/DR	
0	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	
1	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	
2	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	
3	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 32,530.00	
4	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 32,530.00	\$ 33,749.00	
5	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 32,530.00	\$ 33,749.00	\$ 35,015.00	
6	\$ 31,750.00	\$ 31,750.00	\$ 31,750.00	\$ 32,530.00	\$ 33,749.00	\$ 35,015.00	\$ 36,327.00	
7	\$ 31,750.00	\$ 31,750.00	\$ 32,530.00	\$ 33,749.00	\$ 35,015.00	\$ 36,327.00	\$ 37,689.00	
8	\$ 31,750.00	\$ 32,530.00	\$ 33,749.00	\$ 35,015.00	\$ 36,327.00	\$ 37,689.00	\$ 39,102.00	
9	\$ 32,530.00	\$ 33,749.00	\$ 35,015.00	\$ 36,327.00	\$ 37,689.00	\$ 39,102.00	\$ 40,568.00	
10	\$ 32,530.00	\$ 35,015.00	\$ 36,327.00	\$ 37,689.00	\$ 39,102.00	\$ 40,568.00	\$ 42,089.00	
11	\$ 32,530.00	\$ 35,015.00	\$ 36,327.00	\$ 37,689.00	\$ 40,568.00	\$ 42,089.00	\$ 43,667.00	
12	\$ 32,530.00	\$ 35,015.00	\$ 36,327.00	\$ 37,689.00	\$ 40,568.00	\$ 43,667.00	\$ 45,304.00	
13 or more	\$ 32,530.00	\$ 35,015.00	\$ 36,327.00	\$ 37,689.00	\$ 40,568.00	\$ 43,667.00	\$ 47,002.00	

APPENDIX A-2

CALENDAR REVIEW COMMITTEE

A calendar review committee will meet beginning in January to receive input on the calendar for the upcoming year. The Co-Chairs of the committee will be the Superintendent of District #411 and an Association representative. The committee will consist of a teacher representative from each building appointed by the TFEA, a principal from an elementary, middle, and high school, the director of elementary programs, the director of secondary programs, board member, community relations specialist and a representative from the parent advisory committee (presidents of the PTA/O).

This calendar is included for reference and informational purposes only. Any changes to the calendar will be made through notification of the association and board action.

TWIN FALLS SCHOOL DISTRICT #411

2016-2017 SCHOOL CALENDAR

JUL 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

AUG 2016						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

SEP 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

OCT 2016						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

NOV 2016						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

DEC 2016						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

August

- 8 12th Grade and 11th Grade N-Z Registration- TFHS/ CRHS 7th/8th Grade Registration
- 9 11th Grade A-M and 10th Grade Registration- TFHS/ CRHS 6th Grade Registration
- 10 9th/All Grades Registration-TFHS/CRHS New Teacher Orientation
- 11 Summer Institute
- 12 Summer Institute
- 15 1/2 Opening Day 1/2 Day Building Retreat
- 16 Teacher Workday
- 17 Teacher Workday
- 18 First Day of School

September

- 2 Early Dismissal No School 1/2 Day Kindergarten
- 5 Labor Day - No School
- 6 Data Day - No School

October

- 6 State Inservice - No School
- 7 State Inservice - No School
- 14 End of 1st Quarter - 39 Days- Teacher Workday - No School All Grades
- 20 Kindergarten Parent/Student/Teacher Conferences No School for Kindergarten
- 21 All Parent/Student/Teacher Conferences No School For All Grades

November

- 21 ICS Teacher In-Service No School All Grades
- 22 ICS Teacher In-Service No School All Grades
- 23 Thanksgiving Break No School Nov. 21- 25

December

- 16 End of 2nd Quarter - 42 Days End of 1st Semester - Early Dismissal No School 1/2 Day Kindergarten 1/2 Day Report Cards

- 19 Christmas Vacation- No School Dec 19- Jan 2

January

- 3 School Resumes

February

- 20 ICS Teacher In-Service No School All Grades

March

- 10 End of 3rd Quarter - Early Dismissal 1/2 Day Report Cards - 49 Days No School Half Day Kindergarten
- 14 CRHS/TFHS-Advisor/Parent/Student Registration Conferences
- 15 CRHS/TFHS-Advisor/Parent/Student Registration Conferences Kindergarten Parent/Student/Teacher Conferences No School for Kindergarten
- 16 CRHS/TFHS - Junior Boards and Senior Projects Elementary and Middle School Parent/Student/Teacher Conferences No School For All Grades

- 17 No School For All Grades
- 20 Spring Break-No School March 20-24
- 27 School Resumes

May

- 22 CRHS Graduation
- 23 TFHS Graduation
- 24 MVHS Graduation
- 25 End of 4th Quarter - 48 Days Last Day of School-Early Dismissal 1/2 Day Report Cards No School Half Day Kindergarten School Year - 178 Days
- 26 1/2 Analyze Assessments and Goals 1/2 Day Teacher Workday
- 29 Memorial Day

JAN 2017						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

FEB 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28			

MAR 2017						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APR 2017						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

MAY 2017						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUN 2017						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

APPENDIX B-1

Extra Duty Definition/Policy

The time used to fulfill contracted competitive and non-competitive assignments in which students are involved that require activities beyond the contracted time of a certified employee, and/or duties that require time beyond the daily contracted time.

1. An Extra Duty Committee shall be established as a permanent standing committee with co-chairs from the TFEA and District Administration. The committee shall consist of eight (8) people. The Association shall appoint two (2) people who already receive extra duty pay and two (2) who do not. The board shall appoint two (2) people directly involved in administering extra duty pay and two (2) who are not. The responsibilities of the Extra Duty Committee will be to:
 - a. Continue to review the index of each extra-curricular assignment on a 5 year cycle starting with 2016-2017.
 - b. Recommend additions to or deletions from the extra pay schedule to the governing entities (Twin Falls Education Association and District).
 - c. Advise the governing entities on matters concerning pay for extra duties.
 - d. Review the proposals for short-term extra-duty assignments (one-year assignments).
 - e. Review the proposals and established extracurricular activities.
2. If two (2) or more employees agree to work a position rated for a single individual and this is approved by the administration, the extra duty pay will be split in a manner agreeable to those involved.
3. When extra duty candidates are considered similarly qualified, first consideration will be given to district teachers, then to other district staff, and then to non-district applicants. Non-staff members may not receive more than the stated extra duty pay and may receive less than the extra duty pay. The extra duty pay for non-staff is to be determined by the building administration with the advice of the Extra Duty Committee.
4. All coaches that earn Certified Interscholastic Coach Certification from the National Federation of State High School Associations will receive a 5% increase to the Indexed amount of Base @100% (see appendix B-2).
5. In order for a position to be initially placed on the extra duty schedule it must involve, at a minimum, at least six performance or competitive events involving at least 12 students and at least 100 hours of extra time spent with those students – either in a preparation or coaching capacity during a school year.
6. Job descriptions will exist for all positions receiving extra duty pay. All new extra duty positions will include job descriptions written by the Extra Duty Committee and forwarded to the superintendent and board for approval.

7. Formula for extra duty pay:
Step 1, 2, 3 - 85% of the indexed amount for the first three years
Step 4, 5 - 95% for the following two years, and
Step 6+ - 105% for the years thereafter.
All indexed extra duty salaries will be calculated from a \$26,544 base.
8. If an assistant coach/advisor moves to a head coach/advisor position in the same sport or activity listed on the extra duty pay schedule, he/she will be placed at the maximum number of years for the previous step (at 85% or 95%) on the head coach schedule. Middle school coach/advisor head coach position is considered equivalent to assistant coach at the high school level.

Example: An assistant coach/advisor at 105% would be moved to the fifth year at 95%. (Step 6+ years = placement on Step 5)
9. If an assistant coach/advisor moves to the head coach of another sport or activity, without any previous experience as head coach/advisor in that sport or activity, entry will be at Step 1 of the extra duty schedule.
10. Coaches/advisors with out of district experience will be placed the same as coaches/advisors within the district. Their credited experience must be in the same area in which they will coach.
11. Calculation for indexed amounts from the current base salary will include all coaches/advisors (middle school and high school).
12. Any exceptions not covered in aforementioned policy may be presented to the Extra Duty Committee for consideration, with accompanying rationale and documentation, in written form.
13. The Extra Duty Committee will reserve the right to invite representative(s) of a proposal to testify in person.
14. The Extra Duty Committee will discuss and make recommendation(s) to appropriate entities after all information has been received and proposal has been considered.

APPENDIX B-2
EXTRA DUTY INDEX

High School Positions	District	School	Index	Indexed amount of Base @ 100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
Declamation	2	1	0.045	1,194	1,015	1,135	1,254
Dramatics	2	1	0.12	3,185	2,707	3,026	3,345
Dramatics - MVHS	1	1	0.1	2,654	2,256	2,522	2,787
Debate	2	1	0.1	2,654	2,256	2,522	2,787
Year Book	2	1	0.08	2,124	1,805	2,017	2,230
Journalism	2	1	0.1	2,654	2,256	2,522	2,787
Band	2	1	0.1	2,654	2,256	2,522	2,787
Orchestra	2	1	0.075	1,991	1,692	1,891	2,090
Choral	2	1	0.075	1,991	1,692	1,891	2,090
Show Choir	2	1	0.045	1,194	1,015	1,135	1,254
Student Council Advisor	2	1	0.12	3,185	2,707	3,026	3,345
Head Quiz Bowl Advisor	2	1	0.05	1,327	1,128	1,261	1,394
Assistant Quiz Bowl Advisor	2	1	0.04	1,062	902	1,009	1,115
Athletic Game Manager	2	1	0.2	5,309	4,512	5,043	5,574
Certified Athletic Trainer	2	1	0.24	6,371	5,415	6,052	6,689
Assistant Athletic Trainer	2	1	0.08	2,124	1,805	2,017	2,230
CHEER AND DANCE							
Head Cheer Advisor	2	1	0.16	4,247	3,610	4,035	4,459
Assistant Cheer Advisor	2	1	0.11	2,920	2,482	2,774	3,066
Head Dance Advisor	2	1	0.16	4,247	3,610	4,035	4,459
Assistant Dance Advisor	2	1	0.11	2,920	2,482	2,774	3,066
WEIGHT TRAINING							
Summer Weights	2	1	0.05	1,327	1,128	1,261	1,394
FOOTBALL							
Varsity Head Coach	2	1	0.19	5,043	4,287	4,791	5,296
Assistant Coaches	12	6	0.12	3,185	2,707	3,026	3,345
JV Coaches	4	2	0.12	3,185	2,707	3,026	3,345
Freshman Coaches	4	2	0.12	3,185	2,707	3,026	3,345
CROSS COUNTRY							
Head Coach	2	1	0.12	3,185	2,707	3,026	3,345
Assistant Coach	2	1	0.07	1,858	1,579	1,765	1,951

High School Positions (continued)	District	School	Index	Indexed amount of Base @ 100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
SOCCER (BOYS)							
Head Coach	2	1	0.16	4,247	3,610	4,035	4,459
Assistant Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Coach	2	1	0.11	2,920	2,482	2,774	3,066
Assistant JV Coach	2	1	0.09	2,389	2,031	2,270	2,508
SOCCER (GIRLS)							
Head Coach	2	1	0.16	4,247	3,610	4,035	4,459
Assistant Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Coach	2	1	0.11	2,920	2,482	2,774	3,066
Assistant JV Coach	2	1	0.09	2,389	2,031	2,270	2,508
VOLLEYBALL							
Head Coach	2	1	0.16	4,247	3,610	4,035	4,459
Assistant Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Assistant Coach	2	1	0.09	2,389	2,031	2,270	2,508
Freshman Coach	2	1	0.11	2,920	2,482	2,774	3,066
BASKETBALL (BOYS)							
Head Coach	2	1	0.19	5,043	4,287	4,791	5,296
Assistant Coach	2	1	0.12	3,185	2,707	3,026	3,345
JV Coach	2	1	0.12	3,185	2,707	3,026	3,345
JV Assistant Coach	2	1	0.1	2,654	2,256	2,522	2,787
Freshman Coach	2	1	0.12	3,185	2,707	3,026	3,345
BASKETBALL (GIRLS)							
Head Coach	2	1	0.19	5,043	4,287	4,791	5,296
Assistant Coach	2	1	0.12	3,185	2,707	3,026	3,345
JV Coach	2	1	0.12	3,185	2,707	3,026	3,345
JV Assistant Coach	2	1	0.1	2,654	2,256	2,522	2,787
Freshman Coach	2	1	0.12	3,185	2,707	3,026	3,345
WRESTLING							
Head Coach	2	1	0.16	4,247	3,610	4,035	4,459
<i>Head Coach 2016-2017 only</i>	<i>1</i>	<i>1</i>	<i>0.19</i>	<i>5,043</i>	<i>4,287</i>	<i>4,791</i>	<i>5,296</i>
Assistant Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Assistant Coach	2	1	0.09	2,389	2,031	2,270	2,508
BASEBALL							
Head Coach	2	1	0.16	4,247	3,610	4,035	4,459
Assistant Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Assistant Coach	2	1	0.09	2,389	2,031	2,270	2,508

High School Positions (continued)	District	School	Index	Indexed amount of Base @100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
SOFTBALL							
Head	2	1	0.16	4,247	3,610	4,035	4,459
Assistant Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Coach	2	1	0.11	2,920	2,482	2,774	3,066
JV Assistant Coach	2	1	0.09	2,389	2,031	2,270	2,508
TRACK							
Head Coach	2	1	0.16	4,247	3,610	4,035	4,459
Assistant Coaches	10	5	0.11	2,920	2,482	2,774	3,066
TENNIS							
Head Coach	2	1	0.12	3,185	2,707	3,026	3,345
Assistant Coach	2	1	0.07	1,858	1,579	1,765	1,951
GOLF							
Head Coach	2	1	0.12	3,185	2,707	3,026	3,345
Assistant Coach	2	1	0.07	1,858	1,579	1,765	1,951
BOWLING							
Head Coach	2	1	0.07	1,858	1,579	1,765	1,951
Assistant Coach	2	1	0.035	929	790	883	975

Middle School Positions	District	School	Index	Indexed amount of Base @100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
Athletic Director	3	1	0.15	3,982	3,384	3,783	4,181
Choral	3	1	0.075	1,991	1,692	1,891	2,090
Band	3	1	0.065	1,725	1,467	1,639	1,812
Orchestra	3	1	0.06	1,593	1,354	1,513	1,672
Drama	3	1	0.05	1,327	1,128	1,261	1,394
Cheer Advisors	6	2	0.055	1,460	1,241	1,387	1,533
Jazz Band	3	1	0.01	265	226	252	279
Robotics Advisor	3	1	0.05	1,327	1,128	1,261	1,394
Dance Advisor	3	1	0.055	1,460	1,241	1,387	1,533

Middle School Positions (continued)	District	School	Index	Indexed amount of Base @ 100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
FOOTBALL					0	0	0
8th Grade Head Coach	3	1	0.05	1,327	1,128	1,261	1,394
8th Grade Assistant	3	1	0.05	1,327	1,128	1,261	1,394
7th Grade Head Coach	3	1	0.05	1,327	1,128	1,261	1,394
7th Grade Assistant	3	1	0.05	1,327	1,128	1,261	1,394
CROSS COUNTRY							
7th/8th Grade Head Coach	3	1	0.05	1,327	1,128	1,261	1,394
**7th/8th Grade Assistant Coach	3	1	0.045	1,194	1,015	1,135	1,254
**Additional Assistant Coach	**	**	0.045	1,194	1,015	1,135	1,254
SOCCER (BOYS)							
7th/8th Grade Head Coach	3	1	0.05	1,327	1,128	1,261	1,394
SOCCER (GIRLS)							
7th/8th Grade Head Coach	3	1	0.05	1,327	1,128	1,261	1,394
VOLLEYBALL							
8th Grade Head Coaches	3	3	0.05	1,327	1,128	1,261	1,394
8 th Grade Developmental Coach	3	1	0.05	1,327	1,128	1,261	1,394
7th Grade Head Coaches	3	3	0.05	1,327	1,128	1,261	1,394
7 th Grade Developmental Coach	3	1	0.05	1,327	1,128	1,261	1,394
*Additional Team	*	*	0.05	1,327	1,128	1,261	1,394
BASKETBALL (BOYS)							
8th Grade Head Coaches	3	3	0.05	1,327	1,128	1,261	1,394
8 th Grade Developmental Coach	3	1	0.05	1,327	1,128	1,261	1,394
7th Grade Head Coaches	3	3	0.05	1,327	1,128	1,261	1,394
7 th Grade Developmental Coach	3	1	0.05	1,327	1,128	1,261	1,394
*Additional Team	*	*	0.05	1,327	1,128	1,261	1,394
BASKETBALL (GIRLS)							
8th Grade Head Coaches	3	3	0.05	1,327	1,128	1,261	1,394
8 th Grade Developmental Coach	3	1	0.05	1,327	1,128	1,261	1,394
7th Grade Head Coaches	3	3	0.05	1,327	1,128	1,261	1,394
7 th Grade Developmental Coach	3	1	0.05	1,327	1,128	1,261	1,394
*Additional Team	*	*	0.05	1,327	1,128	1,261	1,394
WRESTLING							
7th/8th Grade Head Coach	3	1	0.055	1,460	1,241	1,387	1,533
7th/8th Grade Assistant Coach	3	1	0.05	1,327	1,128	1,261	1,394
**Additional Assistant Coach	**	**	0.05	1,327	1,128	1,261	1,394
TRACK							
8th Grade Head Coach (Boys)	3	1	0.05	1,327	1,128	1,261	1,394
8th Grade Head Coach (Girls)	3	1	0.05	1,327	1,128	1,261	1,394

Middle School Positions (continued)	District	School	Index	Indexed amount of Base @100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
**8th Grade Assistant	3	1	0.045	1,194	1,015	1,135	1,254
**Additional 8 th Asst. Coach	**	**	0.045	1,194	1,015	1,135	1,254
7th Grade Head Coach (Boys)	3	1	0.05	1,327	1,128	1,261	1,394
7th Grade Head Coach (Girls)	3	1	0.05	1,327	1,128	1,261	1,394
**7th Grade Assistant	3	1	0.045	1,194	1,015	1,135	1,254
**Additional 7 th Asst. Coach	**	**	0.045	1,194	1,015	1,135	1,254
GRADE 4-6 FOOTBALL							
Commissioner	1		0.05	1,327	1,128	1,261	1,394
Assistant Commissioner	1		0.04	1,062	902	1,009	1,115

**All individual sports at the middle school level (Cross Country, Wrestling, and Track) will have the opportunity to have an additional assistant coach after every 30 participants. *For example, if there are 31 middle school Cross Country athletes an assistant coach may be added.*

* For middle school Basketball and Volleyball, each school will have a competitive and a developmental league team. If warranted, each school may add a competitive or developmental team up to a maximum of three teams at each level.

Extra Duty Definition/Policy
District Department Head

An Extra Duty pay for **District Department Head** will be awarded upon the basis of responsibility for coordinating the program in a subject area in all of the secondary schools. The District Dept. Head will plan and chair 6-12 inter-district department meetings and/or professional development, facilitate curriculum, instructional, and assessment alignment, and serve as a liaison between school departments, building principals, and the district office. The District Department Head assumes the responsibilities of the High School Department Head in his/her high school; thus, the stipend for the District Department Head covers both areas of responsibility.

Each subject area will have one District Department Head overseeing the secondary program (6-12) in six schools. The index will be based on the following numbers of staff members in the respective department: 3-6 (.04); 7-10 (.05); 11-14 (.06); 15-18 (.07); 19-24 (.08); 25 -29 (.09); 30-35 (.10); over 35 (.11).

District Department Head	Index	Indexed amount of Base @ 100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
Ag/Tech Ed./FCS	0.05	1,327	1,128	1,261	1,394
Art	0.05	1,327	1,128	1,261	1,394
Business/ IT	0.06	1,593	1,354	1,513	1,672
Language Arts	0.11	2,920	2,482	2,774	3,066
Foreign Language	0.04	1,062	902	1,009	1,115
Physical Education/Health	0.06	1,593	1,354	1,513	1,672
Music/Drama	0.05	1,327	1,128	1,261	1,394
Mathematics	0.1	2,654	2,256	2,522	2,787
Science/Health Occ.	0.09	2,389	2,031	2,270	2,508
Social Studies	0.09	2,389	2,031	2,270	2,508
Library	0.06	1,593	1,354	1,513	1,672
Elementary Grade Level 1 per grade level + Specialists	0.09	2,389	2,031	2,270	2,508

Extra Duty Definition/Policy
High School Department Head

An Extra Duty Category II pay for **High School Department Head** will be awarded upon the basis of responsibility for supporting the District Department Head in the coordination and communication between middle school and high school departments in the four core areas. The High School Department Chair will plan and chair building department meetings, facilitate curriculum, instructional, and assessment alignment in the building and feeder middle school, and serve as liaison between the middle school department, the building principal, the District Department Head, and the district office. If the two high schools have a different number of core teachers, the matrix will reflect that difference.

Each core subject area will have one High School Department head to assist the District Department Chair. The index will be based on the following number of staff members in the building department and feeder middle school: 7-10 (.05); 11-14 (.06); 15-18 (.07); 19-22 (.08).

High School Department Head	Index	Indexed amount of Base @ 100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
English Language Arts	0.07	1,858	1,579	1,765	1,951
Mathematics	0.06	1,593	1,354	1,513	1,672
Science	0.06	1,593	1,354	1,513	1,672
Social Studies	0.06	1,593	1,354	1,513	1,672
Magic Valley HS	0.06	1,593	1,354	1,513	1,672

Extra Duty Definition/Policy
Middle School Department Head

An Extra Duty Category II pay for **Middle School Department Coordinators** will be awarded upon the basis of responsibility for planning and chairing building meetings, leadership at the middle school in facilitating curriculum, instructional, and assessment alignment, and serving as liaison between the department, high school department heads, and the building principal.

Each core department will have one department coordinator at each middle school. The index will be based on the following numbers of staff members in the respective department: 4-6 (.04); 7-10 (.05).

Middle School Department Coordinators	Index	Indexed amount of Base @ 100%	1-3 years 85%	4-5 Years 95%	6+ Years 105%
English Language Arts (2)	0.05	1,327	1,128	1,261	1,394
Mathematics (2)	0.04	1,062	902	1,009	1,115
Science (2)	0.04	1,062	902	1,009	1,115
Social Studies (2)	0.04	1,062	902	1,009	1,115
Bridge Academy	0.04	1,062	902	1,009	1,115

APPENDIX C-1 GRIEVANCE REPORT FORM

Aggrieved Person _____ Date Filed _____

School _____ Teaching Assignment _____

1. Date Cause of Grievance Occurred _____

2. Statement of Grievance _____

3. Action Requested or Relief Sought _____

(Attach Additional Sheet if Needed)

Signature of Aggrieved

Date

LEVEL II

Decision of Superintendent _____

Signature of Superintendent

Date

2. Aggrieved Person's Response _____

Signature of Aggrieved

Date

LEVEL III

1. Date Received by Board of Trustees _____

2. Decision by Board of Trustees _____

Signature of Chairman of Board

Date

3. Aggrieved Person's Response _____

Signature of Aggrieved

Date

TO BE FILED IN SEPARATE GRIEVANCE FILE, SEPARATE FROM
PERSONNEL FILE OF AGGRIEVED

MEMORANDUM OF UNDERSTANDING
BETWEEN
TWIN FALLS EDUCATION ASSOCIATION & TWIN FALLS SCHOOL DISTRICT #411

RETIREMENT INCENTIVE

This provision will not be changed or negotiated and will sunset on June 30, 2018.

FUND BALANCE INCREASE SHARING

In the event that the uncommitted fund balance reaches a trigger point of \$2,490,000.00, funds in excess of \$2,400,000.00 will be distributed $\frac{1}{2}$ to total employees' salaries and $\frac{1}{2}$ to general fund balance. The manner of distribution will be as follows:

- A. The proportion that certified personnel base salaries are to total salaries will be calculated, and that percentage will be applied against $\frac{1}{2}$ of uncommitted fund balance increase. The resulting figure will be set aside for distribution to eligible certified instructional personnel and will include within it the employer's FICA/PERS obligation.
- B. Certified personnel employed during the current contract year are eligible for these funds. Distribution will be in the form of a one-time Christmas bonus in the December paycheck. Funds received are not part of the employee's contractual salary and are thereby excluded from the requirements of IC 33-515.
- C. Uncommitted fund balance is defined a total fund balance less open encumbrances and amounts committed for special projects. Encumbrances are defined as open purchase orders where the items ordered are not received by June 30th. Accounts committed for special projects are amounts recorded in sub-funds of the general funds. Sub-funds are maintained to record revenues and expenditures related to the operation of individual schools. Contributions for restricted usage and grants to individual schools for restricted purposes are excluded. The amount of increase to be distributed as bonuses will be shown on the district's financial reports as a special project and recognized in the exclusion calculation in the uncommitted fund balance computation.
- D. In the event that there is no increase in uncommitted funds to distribute under this agreement, the district has no obligation.

ADDITIONAL PERSONAL DAYS FOR 2016-2017

- A. Each certified employee whose individual base salary prior to addition of an education allotment exceeds the career ladder base cap of \$53,000 will be allotted three (3) additional personal days.
- B. Each certified employee receiving the three additional days will be allowed to carry forward a maximum of four (4) days and will be able to accumulate a maximum of ten (10) days.
- C. No more than seven consecutive days may be used without the approval of the building principal.
- D. Pay out of days will follow the guidelines outlined on FORM PLD3.

APPENDIX D-1

ONE-TIME SUPPLEMENTAL PROFESSIONAL DEVELOPMENT DAYS

For the purpose of the 2016-2017 school year only, and not considered as a contract day and/or part of the base contract for any Certificated Professional Employee, without any right or expectation of continuation or any application of any due process rights or proceedings, for the 2016-2017 school year only, the Certificated Professional Employees of the District will be provided with the opportunity to engage in two (2) supplementary days of Professional Development activities.

1. The Supplemental Professional Development Days will be held on Monday, November 21, 2016 and Tuesday, November 22, 2016 for the purpose of Idaho Core related matters.
2. Each Certificated Professional Employee participating in the full day's Supplemental Professional Development Activities shall receive compensation equivalent to that respective employee's 2015-16 daily rate of pay.
3. To qualify for compensation, the Certificated Professional Employee must attend and participate in the entire day's activities. The day shall not be subject to application of compensation for sick leave, personal leave, or any other compensated leave provided by the District. Make-up days will be scheduled on Saturdays by the Director of Secondary or Elementary Programs, to allow those who were absent an opportunity to earn their stipend. Extenuating circumstances may be appealed to the superintendent in writing. Those unable to attend either the scheduled or make-up day will be required to complete any assigned ICS tasks.
4. Compensation for participation in the Supplemental Professional Development days shall be made to each Certificated Professional Employee in the month following the assigned days. November 21st and November 22nd will be paid as a separate line item on the Certificated Professional Employee's December 2016 paycheck.

This Supplemental Professional Development Day shall not be part of the Certificated Professional Employee's base contract or base salary. There shall be no expectation of such days occurring in subsequent school years and no Certificated Professional Employee shall be automatically entitled to any contract, for any subsequent school year, which includes the addition of the Supplemental Professional Development Days of the compensation associated with such days.

ELEMENTARY AND SECONDARY LEADERSHIP COMMITTEES

For the 2016-2017 year, both the Secondary and Elementary Leadership committees will have District and TFEA appointed Co-Chairs. Both Secondary and Elementary committees will be charged with setting leadership priorities for distribution of Leadership funds at each level. Co-chairs (together) can add committee members as needed. The composition of each committee will be as follows.

District Co-Chair (Secondary and Elementary Directors)

TFEA Co-Chair (Appointed by TFEA)


District Appointed Teachers (3)

TFEA Appointed Teachers (3)

Administrators (2)


ATTEST:

Peggy Hoy 6-23-16
Co-President, Twin Falls Education Association Date


Co-President, Twin Falls Education Association

6-23-16
Date

Bernard Hansen 6-27-16
Chairman, Board of Trustees Date

 6-27-16
Clerk of the Board of Trustees Date