

PROFESSIONAL AGREEMENT
BETWEEN
THE REXBURG EDUCATION ASSOCIATION
AND
THE BOARD OF TRUSTEES
SCHOOL DISTRICT 321
MADISON COUNTY

July 1, 2017 – June 30, 2018
Effective Dates

TABLE OF CONTENTS

Agreement and Preamble.....	1
Article I - Definitions.....	2
Article II - Recognition.....	2
Article III - Association Rights.....	3
Article IV - Teacher Rights.....	3
Article V - Certificated Staff Grievance Policy, 5250.....	5
Article VI - Leaves	7
Article VII - Conditions of Employment.....	10
Article VIII - Professional Compensation.....	11
Article IX - Fringe Benefits.....	11
Article X - Negotiations.....	12
Article XI - Miscellaneous Provisions.....	13
Article XII - Duration.....	14
Appendix A - Salary Schedule	15
Appendix B - Sick Leave Bank.....	17
Appendix C - Reduction in Force Policy, 5740	18

AGREEMENT

This agreement is made and entered into by and between Madison School District 321 Board of Trustees, hereinafter called the “Board,” and the Rexburg Education Association, hereinafter called the “Association.”

PREAMBLE

The Board and the Association recognize that providing a high quality of education for the students of Madison School District 321 is the paramount objective of the School District. The Board and the Association further recognize that the best interest of public education will be served by a spirit of cooperation between the Board and the teachers. It is further recognized that the compensation agreed to be paid under the terms of this agreement represents a reduction as compared to the compensation

paid in previous years. In order to promote maximum utilization of this spirit of cooperation, the parties hereby agree as follows:

ARTICLE I – DEFINITIONS

- Section 1.** The terms “School Board” and “School District” shall mean Madison School District 321, its Board of Trustees or the designated representatives of the Board.
- Section 2.** The term “Association” shall mean any local education organization verified as required by I.C. 33-1273.
- Section 3.** The term “Superintendent” and “Superintendent of Schools” shall refer to the chief administrative officer of the School District.
- Section 4.** The terms “Teacher(s)” or “Employee(s)” as used herein shall mean a certificated member of the appropriate unit as defined in Article II, Section 2.
- Section 5.** The term “Contract” as used in this agreement shall mean the applicable teacher’s contract, approved by the State Department of Education, and its terms between an individual and the Board of Trustees of Joint School District No. 321.
- Section 6.** The term “day or days” as used in this agreement shall mean school days unless otherwise defined in any specific provision of this agreement.

ARTICLE II - RECOGNITION

- Section 1.** The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations for all certificated teachers, except as follows: Superintendent, Director of Special Services, Athletic Director, Business Manager, Principals, Vice Principals, and any other administrative or supervisory personnel.
- Section 2.** The bargaining unit represented by the Association shall consist of all certificated professional employees of the District except for those identified as not being subject to negotiations in Section 1 above.
- Section 3.** The Association recognizes the Board as the legally elected representatives of the patrons of School District No. 321 with such powers as have been delegated to it by the State Legislature and with full authority to determine and make final decisions concerning School District Policy.
- Section 4.** It is recognized that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred by the courts, the laws of the State of Idaho, and the State Board of Education. Notwithstanding the terms of the agreement the Board is likewise entitled, without negotiation, to take action that may be necessary to carry out its responsibilities due to situations of emergency or acts of God.

ARTICLE III – ASSOCIATION RIGHTS

- Section 1.** Right to Organize: The Board acknowledges that the teachers have full freedom of association, self-organization and the designation of their own choosing, to negotiate the terms and conditions of their employment, and that they shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other Association activities for the purpose of mutual aid or protection as those rights are established by Idaho Law.
- Section 2.** Communication: Representatives of the Association in agreement with the building principal will be permitted to transact Association business on school property. The transaction of Association business through formal meetings shall be conducted outside regular contract hours in order that such business will not interfere or interrupt normal school business.
- Section 3.** Use of Buildings: The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Scheduling shall be coordinated with the building principal. If the use of buildings for Association meetings requires additional expense beyond the regular operation for heat, lights, or custodial service, the additional expense will be paid by the Association.
- Section 4.** Use of Interschool Communication Facilities: The Association and individual certificated professional employees shall have the right to use the interschool communication facilities, including interschool mail, email and school mailboxes. Interschool communication facilities shall not be used for distribution of anonymous materials or material that is derogatory or defaming to any individual or group. In the event that any person or entity misuses said communication facilities, the District shall have the right to restrict or deny any such person or entity use of any or all of said communication facilities for a period of time to be determined by the District not to exceed the remainder of the contract year.

ARTICLE IV – TEACHER RIGHTS

- Section 1.** State Code Rights: Nothing contained herein shall deny such rights as teachers may have under Idaho Law.
- Section 2.** Teacher Personnel File:
- A. A teacher's personnel file (excluding the confidential portion) shall be open to that teacher or any party that the teacher so designates in writing. The confidential portion shall include only college credentials and letters of recommendation by former employers.
 - B. The teacher shall be provided timely notice of all materials placed in his or her personnel file by being provided with a copy and shall be afforded the opportunity to attach a written rebuttal to any such materials. Any rebuttal materials will be provided by the teacher within twenty (20) days of their receiving notice of

materials being placed in their personnel file. Upon written request, the teacher will receive a copy of all items which are added to their file.

- C. All items relating to an individual teacher will be filed in a single personnel file at the close of each school year.
- D. Copies of a teacher's annual evaluations must be placed in their personnel file.

Section 3. Payroll Deduction: Upon appropriate written authorization by the teachers, the School District shall deduct from the teacher's salary and make appropriate remittance for the following: professional dues, service fee, approved tax-sheltered annuities, credit union payments, savings bonds, recognized charities or insurance.

Section 4. Dues Checkoff:

- A. The School District shall deduct from the salaries of teachers such monies for any Association and its affiliated organizations as each said teacher individually authorizes the School District to deduct. Commencing in September and each month thereafter the School District shall deduct in equal installments the monies that the teacher has agreed to pay the Association during the period provided in the individual's authorization. New authorizations when received by the School District during the school year will be deducted in equal installments over the remaining monthly payments of the teacher's current contractual salary. In order for a deduction to be made for a given month, the authorization cards must be received by the School District no later than the first day of said month.
- B. Any designated Association will certify to the School District by October 31 of the current year the rate of membership dues and the names of individuals who have joined the Association and will submit to the School District a copy of the membership contract signed by the individual teacher authorizing deductions by the School District.
- C. The School District shall submit all deducted dues, along with a list of the names for whom deductions were made, to the treasurer of the designated Association on a monthly basis.

Section 5. Political and Citizenship Rights and Responsibilities: All teachers under contract shall be guaranteed full equality with other citizens in the exercise of their political rights and responsibilities, including such activities as jury duty, voting, discussing political issues, campaigning for candidates and running for and serving in political office so long as these activities are not in the classrooms before students and do not violate any and all other applicable laws, rules and regulations. Jury duty or service in political office shall be arranged with the principal prior to such service. The Board may reduce a teacher's salary for each day of service missed while engaged in political activities. There will be no deduction of salary for jury duty. Pay for jury duty during contract time will be signed over to the school district.

Section 6. Uniform Application of Rules: All rules and policies of the District, and state and federal statutes shall be interpreted and applied uniformly.

Section 7. Appearances Before Employer: A teacher shall not be required to appear before the Board concerning any matter which could adversely affect the continuation of his/her position, employment, salary, or increments pertaining thereto, unless the teacher has been given prior written notice of the reason for such a meeting or interview, and his/her entitlement to have a representative of the Association or other person of their choosing present to advise and represent them. Said written notice shall inform the teacher of the necessity to provide at least one (1) day's written notice to the Board of his/her intent to have representation present. Except in cases of emergency, the Board shall notify the teacher at least five (5) working days in advance of the meeting to permit the teacher the time to secure adequate representation.

ARTICLE V – CERTIFICATED STAFF GRIEVANCES

Madison School District 321 PERSONNEL

5250

Certificated Staff Grievances

It is the Board's desire that procedures for settling certificated staff grievances be an orderly process within which solutions may be pursued. Further, that the procedures provide prompt and equitable resolution at the lowest possible administrative level. Additionally, it is the Board's desire that each certificated employee be assured an opportunity for orderly presentation and review of grievances without fear of reprisal.

Grievance Definition

A grievance pursuant to this policy shall be a written allegation of a violation of Board approved District policies or a written allegation of a violation of the Master Agreement between the District and the teachers' association.

Grievance Procedure

A staff member with a grievance is encouraged to first discuss it with their immediate supervisor, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment or violation of any other protected status should be discussed with the first line administrator that is not involved in the alleged harassment. This attempt at informal resolution is not a required component of the grievance policy but is suggested in an effort to attempt to resolve disputes informally.

If the grievance is not resolved informally, and the grievant wishes to continue to seek to address the grievance, the grievant shall file the written grievance with their immediate building principal. The written grievance shall state:

1. the policy or provision of the Master Agreement the employee believes were violated;

2. the alleged date of violation;
3. the actor involved in the alleged violation;
4. the remedy requested by the employee.

The written grievance must be filed with the immediate building principal within ten (10) working days of the date of the initial event allegedly giving rise to the grievance.

1. The School District may be represented during any step of this procedure by its designated representative. The Teacher may be represented at any step of this procedure by the Association.
2. Reprisals shall not be made against any party of interest in the grievance procedure.

The immediate building principal or designee of the building principal shall meet with the grievant and shall, at the discretion of the principal or designee, conduct whatever additional meetings or investigative activities the principal or designee believes are necessary to address the grievance.

Subsequent to these activities and within a period of ten (10) working days, the principal shall provide the grievant with a written response to the grievance of the certificated employee.

If the grievant is not satisfied with the decision of the principal or designee, the individual shall have a period of five (5) working days to advance the grievance to the Superintendent by submitting a written objection to the decision with the Superintendent.

If the principal or designee does not provide a written response to the grievance at the conclusion of ten (10) working days and no extension of this time period has been agreed to between the grievant and principal or designee, the grievance shall be advanced to the Superintendent without written response of the principal or designee.

Upon receipt by the Superintendent, the Superintendent or a designee shall schedule a meeting between the parties and the principal. The parties shall be afforded the opportunity to either dispute or concur with the principal's report. The Superintendent or designee shall, within a period of fifteen (15) working days, decide the matter notifying all the parties in writing of the decision. The decision of the Superintendent or designee shall be controlling, regardless of whether it is in agreement or in disagreement with the decision of the principal.

If either party is not satisfied with the decision of the Superintendent, the Board is the next avenue for appeal. A written appeal must be submitted to the Board within five (5) days of receiving the Superintendent's decision. The Board is the policy-making body of the school, however, and appeals to that level must be based solely on whether or not policy has been followed. Any individual appealing a decision of the Superintendent to the Board bears the burden of proving a failure to follow Board policy.

Upon receipt of a written appeal of the decision of the Superintendent, and assuming the individual alleges a failure to follow Board policy, the matter shall be discussed by the Board in Executive Session, not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

Procedure History:

Adopted on: May 16, 2013

Revised on:

ARTICLE VI – LEAVES

All leave provisions detailed in this Article are for the benefit of the individual teacher as an employee of the district. The leave provisions represent an investment with considerable financial implication for the district, in the well-being and welfare of the individual teacher. No leave may be ceded, transferred or appropriated from one teacher to the benefit of any other district employee except as provided for in Appendix C of this agreement.

Section 1. Sick Leave: Sick leave shall be granted with pay to all full-time personnel during each school year at the rate of twelve (12) days per school year. Unused sick leave shall be accumulated to an unlimited amount.

All sick leave that will be earned during the present school year will be available at the beginning of the school year. Sick leave will be granted for an accident or illness of the teacher, teacher's spouse, parents of the teacher or teacher's spouse, or persons living in the teacher's household. The sick leave can also be used for sickness of the teacher's children not living at home if there is an emergency requiring hospitalization and/or other emergency.

Section 2. Sick Leave Bank: A sick leave bank has been established for teachers in the District. The guidelines and provisions for its use are found in Appendix C which is attached to and incorporated into this agreement.

Section 3. Emergency:

- A. New Parent Leave: Accumulated sick leave may be used as new parent leave by a teacher up to a maximum of ten (10) days. If the teacher has less than ten (10) days accumulated sick leave, the teacher may remain out of school up to ten (10) days with the substitute pay for the remaining days being deducted from the teacher's salary.
- B. Bereavement Leave: Bereavement leave of two (2) days shall be granted a teacher for bereavement due to the death of a member of the teacher's or spouse's immediate family, i. e. grandparents, father, mother, brother, sister, son, daughter, son-in-law, daughter-in-law, husband, wife, grandchild, aunt, uncle or person living in the teacher's household. Such leave when granted shall not be charged to sick leave. The District will provide a substitute at no cost to the teacher. If more than two (2) days are used, the days in excess of two (2) up to a maximum of five (5) days for out-of-state travel will be deducted from accumulated sick leave.

- C. Funeral Leave: In the event a teacher feels the need to attend a funeral of a close friend, the use of personal leave shall be granted. In the event that the teacher has no available personal leave, the District will allow sick leave for such purpose.
- D. The District reserves the right to require verification of illness or deaths and duration of emergency as a means of preventing misuse of sick leave. If a second opinion is desired, additional verification will be at no cost to the teacher.

Section 4. Personal Leave: Three (3) days of personal leave shall be granted for the purpose of transacting matters which require absence during school hours.

- A. Notice of taking personal leave shall be directed to the building principal in writing on the form supplied by the District in advance of the absence. Upon written request substantiated with an acceptable reason, the Superintendent may grant additional days for personal leave with a corresponding loss of the teacher's daily rate of pay for each extra day of absence.
- B. If the allocated day(s) of personal leave are not used, the teacher may accumulate such unused day(s) to be used in another year. Accumulated personal leave shall not exceed five (5) school days. However, if accumulated personal leave days exceed five (5) school days as of June 30 of any year, the days exceeding five (5) will be paid to the teacher at their daily rate of pay (annual salary divided by the number of contract days.) Said payment shall be included in their June paycheck.
- C. All leaves granted under this article shall be in units reflecting the periods missed, the minimum unit being one (1) class period, and no personal leave shall be taken or granted during grading periods or the last week of school except in emergencies. At least forty-eight (48) hours advance notice must be given except in those circumstances where advance notice is impossible. Personal leave is limited to ten percent (10%) of the teaching staff on any one (1) day. Available leave is on a first-come, first-serve basis. In the event the teacher is absent and fails to provide the required notice, except in case of emergency, prior to being absent from work the leave shall be considered without pay.

Section 5. Maternity Leave:

- A. Maternity leave without pay shall be granted to any teacher who is pregnant. The employee shall notify the Superintendent in writing of her desire to take such leave and except in cases of emergency, shall give notice specifying the date leave is to begin and the expected number of days they will be absent from the job. This notice must be provided at least thirty (30) days prior to the date on which her leave is to begin. The leave may last for the remainder of the contract year in which it was requested.
- B. The employee may return to their previous employment status, at any time, provided that such employee provides the Superintendent a minimum of ten (10) day's notice prior to the time they intend to return. In the event the teacher's

absence was a personal medical emergency related to the pregnancy, they shall obtain a medical release from their treating physician prior to returning to work. If they have been absent longer than twenty (20) consecutive workdays, the scheduled return cannot occur during the last two (2) weeks of the official school calendar.

- C. Provisions of this section shall not deny rights the teacher has to sick leave as provided in this agreement.

Section 6. Professional Leave: Teachers may be granted leave without loss of pay for the following purposes: attendance at professional meetings, extracurricular meetings/clinics, workshops, conferences, or seminars by an educational agency or organization; interschool or intraschool visitation; or other activities approved by the Superintendent. Requests for Professional Leave to attend meetings more than 350 miles from Rexburg must be approved by the Board of Trustees in advance of attendance. Reasonable and necessary expenses, including transportation, will be reimbursed as determined by the Board.

Section 7. Leave of absence: In the event a teacher determines that it is necessary to take time off from his/her classroom duties, the teacher may request a leave of absence without pay from the Board of Trustees. The option to request such leave shall be available only to a teacher who has completed their fourth continuous year of employment in the School District. If the leave is to occur in the current school year, the teacher must make application with the Superintendent as soon as is practicable setting out the reason for the requested leave in sufficient detail to allow the Board to make a determination on whether or not to allow such requested leave. If the leave is granted by the Board, it may not extend beyond the end of the current school year. If the leave is to occur in the following school year, it must be for the full term of that school year so that the District can provide an appropriate replacement. The application for leave during the following school year must be made by March 1 of the year prior to the leave of absence. The Board does not guarantee that the teacher will be able to return to the same position he/she had prior to the requested leave. Following the leave of absence, granted pursuant to the section, the administration will offer employment to the staff member commensurate to the certification of the teacher if the staff member desires re-employment and such a position is available. If a staff member desires an offer of employment following a leave of absence, notification of that desire must be made to the Superintendent in writing by March 1 of the year of the leave. If no request is made by that date, the District shall have no obligation to offer a position to the teacher.

Section 8. Sabbatical Leave: It is the desire of the Association and the Board to provide a quality education for all students in the School District. As an encouragement to the teaching staff to improve instructional skills and acquire new knowledge, the District may provide one (1) year of sabbatical leave without pay for certificated staff to study or travel after completion of six (6) continuous years of teaching in the School District. Application for sabbatical leave must be made to the Superintendent on or before April 1 of the year prior to the school year requested for sabbatical leave and is subject to approval by the Board. Staff members on sabbatical leave will be reinstated in the position that was vacated at

the time leave was granted. The staff member's benefits will not increase during the sabbatical leave of absence.

Section 9. Adoption Leave: Adoption leave without pay shall be granted to any teacher adopting a child. The teacher will notify his/her principal in writing of intent to adopt as soon as formal adoption procedures commence and each year thereafter. He or she shall provide a verbal update of events promptly as they occur. The leave may be for the current contract year or part thereof, whichever is applicable. Continuing Contract teachers receiving this leave shall be given first consideration in the ensuing year for open positions for which they are qualified to teach and their benefits of accumulated sick leave and years of service will remain in effect.

Section 10. Military Leave: Military leave will be granted to any teacher with commitments to the National Guard or Reserve for the purpose of honoring those obligations. With the exception of salary earned during the noncontract times, military leave will be without an increase in compensation with the District paying the cost of the substitute. A notice of one (1) week will be given to the principal for all short-term leaves of less than one (1) week. For leaves of more than one (1) week, the teacher must first request that this leave be taken during the summer period and the leave will only be granted when the request for deferment to the summer is turned down. No notice is required if the military unit is called up in time of an emergency.

ARTICLE VII - CONDITIONS OF EMPLOYMENT

Section 1. Time Guide: The teachers' day is an eight (8) hour day including a duty-free, thirty (30) minute lunch period, with the exact schedule being determined by each school. Exceptions to the eight (8) hour day may be granted in advance by the building principal. On Fridays, teachers may leave after the end of the students' last class period provided they have worked at least seven and one-half (7 ½) hours during the day. On days before holidays, teachers may leave as soon as possible after the students leave.

Section 2. Elementary Preparation Time: Elementary teachers will be given at least an hour preparation time on one (1) day each week if the following conditions are met:

- A. A majority of the elementary teachers in a given building agree to and vote for an adjustment of contract hours per day to meet minimum state standards.
- B. The preparation time will be used on the day of early dismissal.
- C. Bus schedules can be arranged to meet the changed hours.
- D. Teacher preparation time will not be used for faculty meetings or in-service meetings.

Section 3. Class Size: Every effort will be made by the District to conform to the classroom size load, building by building, not the entire District, as recommended in the latest edition of the "Idaho State Board of Education Rules and Regulations for Public Schools."

ARTICLE VIII – PROFESSIONAL COMPENSATION

Section 1. Salary Schedule: The basic salaries of teachers covered by this agreement are set forth in Appendix A which is attached to and incorporated herein by reference as if set forth in full in this agreement.

Section 2. Experience Recognition: All teachers, including those in federal and other special programs will be placed on the salary schedule at the highest level that they qualify for because of experience and training as determined by the District. No teacher will be placed at a position higher than one step greater than is funded by the State of Idaho. It is understood that the degree obtained by the teacher for purposes of placement on the salary schedule is in a field of study recognized for certification by the Idaho State Department of Education, and was received from an institution of higher education accredited by the State Board of Education or a regional accrediting association and that all credits used for purpose of placement on the salary schedule shall be credits earned after the teacher's initial certification.

Section 3. A 2% one-time bonus will be paid in December 2017 to all certificated staff.

Section 4. Long-term Extracurricular Assignments:

A. The stipend is to be paid in addition to the teacher's base pay.

B. The schedule for extra pay is determined in Board Policy and subject to review by the Association.

ARTICLE IX – FRINGE BENEFITS

Section 1. Insurance: The Board shall provide for each employee the following as determined by FTE status:

A. Complete health care protection (hospital, surgical-major medical) insurance

B. Dental insurance

C. Vision insurance

D. Term life insurance in the following amounts:

1. Employee - \$50,000 plus \$50,000 for accidental death or dismemberment

2. Spouse - \$2,500

3. Dependent children six (6) months and over - \$2,500

4. Dependent children over fourteen (14) days but less than six (6) months - \$500

These insurance coverages will be for a full twelve-month period for the employee and dependent family. The contracts will be in effect from September 1 through August 31 of the calendar year.

Section 2. Payment of Premiums: For the 2017-2018 contract year, the Board agrees to pay the coverages as stated in Section 1 according to the following premium schedule:

Board will pay

1. Full Family - \$794.51 per month
2. Employee + children - \$575.21 per month
3. Employee & Spouse - \$652.38 per month
4. Employee + 1 child - \$510.36 per month
5. Single - \$338.91 per month

During the 2017-2018 Negotiations, it was agreed upon that there would be a one-month, one-time, insurance premium holiday to be paid on a date to be determined by the District's Business Office.

Section 3. Disability Insurance: The District will pay the long-term disability insurance premium for the employee as defined by the Long-Term Disability Insurance Plan. Disability insurance which becomes active after ninety (90) calendar days of disability at the rate of sixty-seven percent (67%) of his/her salary for the period of disability, or until age sixty-five (65), in accordance with the terms of the policy.

Section 4. Plans and Carriers: The Board and the Association shall agree upon the specifications and carriers of the insurance plans listed in Section 1. Upon written request by the Board or Association, the insurance coverage listed in Section 1 may be opened for bidding. A joint insurance committee composed of members appointed by the Association and the Board will meet and consider options regarding insurance providers and benefits. These recommendations will be submitted to the negotiating teams for consideration.

ARTICLE X – NEGOTIATIONS

Section 1. The parties agree to negotiate compensation and benefits as defined by I.C. § 33-1272 annually, so long as, all required procedures triggering the duty to negotiate, as set out in Idaho statutes have been satisfied by the Association. The parties can make proposals for additional issues to be included in negotiations as set out under the terms of this agreement. All proposals will be simultaneously exchanged by both parties at the first negotiation session. It is agreed that each party making a proposal shall provide, as part of the proposal, the contract language to be included in the agreement. After the first

negotiation session neither party may submit any additional proposals, except by mutual consent. Modification to proposal and/or counter proposals made in the normal process of negotiation shall not be considered as additional proposals.

- Section 2.** Either party can request negotiations. Such request shall include a designation of a lead negotiator. Prior to the first negotiation session, the other party shall designate its lead negotiator. The identified lead negotiators for each party shall be present at each negotiation session, unless otherwise agreed by both parties.
- Section 3.** It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Trustees and ratification by the membership of the bargaining unit. The parties mutually pledge that representatives selected by each shall be clothed with all necessary power and authority to make a proposal, consider proposals, and make concessions in the course of negotiations subject only to such ultimate ratification. Tentative agreements shall be reduced to writing and signed by the lead negotiator for each party prior to being presented for ratification.
- Section 4.** Negotiation sessions shall be public.
- Section 5.** Records will be kept by the respective teams for themselves with official minutes of the meeting provided by the Board's negotiation team. Negotiation proceedings shall not be electronically recorded. When a tentative agreement is reached, it may be electronically recorded prior to being reduced to writing.
- Section 6.** No statement to the media concerning the progress of negotiations may be made by the party's respective negotiation teams unless by mutual agreement of the parties.

ARTICLE XI – MISCELLANEOUS PROVISIONS

- Section 1.** Changes: The terms of this agreement may only be altered through the voluntary, mutual consent of the parties in a written and signed amendment.
- Section 2.** Savings Clause: 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 shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or application shall continue in full force and effect.
- Section 3.** Maintenance of Standards: The Association shall strive to maintain and improve the quality of teaching and professional standards of teachers. The Board shall strive to maintain and improve employment conditions.
- Section 4.** Nondiscrimination: The provisions of this agreement shall be applied without regard to race, creed, religion, color, national origin, gender, age, marital status, or to membership in any teacher organization.

ARTICLE XII – DURATION

Section 1. Effective Period: This agreement shall be effective as of July 1, 2017, and shall continue in full force and effect until June 30, 2018.

Section 2. Date and Signature: This agreement is signed on _____

IN WITNESS WHEREOF:

FOR THE ASSOCIATION:

FOR THE BOARD:

President

Chairman, Board of Trustees

Secretary

Clerk of the Board of Trustees

Appendix A

**MADISON SCHOOL DISTRICT #321
Rexburg, Idaho
Certificated Salary Schedule 2017-2018**

Cohort	1	2	3	4	Cohort	Rung
	Residency B	----- Professional ----- B B+24 M				
RP1	34,600	34,600			RP1	1
RP2	34,600	34,600	37,200	39,800	RP2	2
RP3	34,600	34,600	37,200	39,800	RP3	3
P1		36,056	38,656	41,256	P1	4
P2		37,498	40,098	42,698	P2	5
P3		38,998	41,598	44,198	P3	6
P4		40,558	43,158	45,758	P4	7
P5		42,180	44,780	47,380	P5	8
P6		43,867	46,467	49,067	P6	9
P7		45,621	48,221	50,821	P7	10
P8		47,446	50,046	52,646	P8	11
P9		49,343	51,943	54,543	P9	12
P10		51,317	53,917	56,517	P10	13
P11		53,370	55,970	58,570	P11	14

Placement: Certified staff are placed in a cohort on Madison's Certified Salary Schedule based on their education and experience index as reported to the State of Idaho from ISEE at the start of the 2014-2015 school year.

First Year Teachers: Teachers in their first year of teaching will be placed in the Residency column on the RP1 rung of Madison's Certified Salary Schedule.

Residency Description: Teachers in their first three years of teaching. In order to be eligible to advance from Residency to Professional the individual must: (a) have held a certificate for at least three (3) years, or have completed a state board of education approved interim certificate of three (3) years or longer; (b) show they met the professional compensation rung performance criteria for two (2) of the three (3) previous years or the third year; (c) have a written recommendation from the employing school district; and (d) have an annual individualized professional learning plan developed in conjunction with the employee's school district supervisor (IC 33-1201A).

Experience: Once the employee's cohort is determined, the employee will move one rung on the salary schedule for each additional year of experience (.5 fte or more or taught more than half the year) in which the employee has met the performance criteria for movement on the applicable compensation rung.

Education: Official transcripts must be submitted before September 1st to move across to another column on the Certificated Salary Schedule.

Contract Period: The salary schedule is for a 187 day contract period.

Masters Column: A Masters degree is required for the Masters column.

Instructions to locate where you fall on Madison School District #321 Certificated Salary Schedule

Step 1

Start by locating your placement in 2014-2015 for Instructional staff (not the current school year) on the table below titled State of Idaho Mapping. (Note: Pupil Service staff are placed based on 2015-2016 education & experience.)

- Find your years of experience (your first year is year 0 on the State Index).
- Then locate your Degree and Credits you had in the school year 2014-2015 (2015-2016 for Pupil Service staff.)
- This gives you your cohort for placement for the 2015-2016 school year (2016-2017 for Pupil Service staff.)

State of Idaho Mapping							
2014-2015 Cohorts/Career Ladder Placement				MA	MA+12	MA+24	MA+36
Yrs.	BA	BA+12	BA+24	BA+36	BA+48	BA+60	ES/DR
0	RP2	RP2	RP2	RP2	RP2	RP2	RP2
1	RP2	RP2	RP2	RP2	RP2	RP2	RP2
2	RP2	RP2	RP2	RP2	RP2	RP2	RP2
3	RP2	RP2	RP2	RP2	RP2	RP3	RP3
4	RP2	RP2	RP2	RP2	RP2	RP3	P1
5	RP2	RP2	RP2	RP2	RP3	P1	P2
6	RP2	RP2	RP2	RP3	P1	P2	P3
7	RP2	RP2	RP3	P1	P2	P3	P4
8	RP2	RP3	P1	P2	P3	P4	P5
9	RP3	P1	P2	P3	P4	P5	P6
10	RP3	P2	P3	P4	P5	P6	P7
11	RP3	P2	P3	P4	P6	P7	P8
12	RP3	P2	P3	P4	P6	P8	P9
13+	RP3	P2	P3	P4	P6	P8	P10

Example: BA with 10 years of experience would be BA year 9 the cohort would be RP3.

Step 2

Next, find your placement on the MSD schedule.

Instructional staff will move one rung on the salary schedule for each additional year of experience in which the employee has an FTE of .5 or more or the employee has an FTE of 1.0 and has taught more than half the year, and meets the applicable performance criteria.

Pupil Service staff will not move until the 2017-2018 school year to match state funding of the career ladder.

- Pupil Service staff are Certificated staff defined by HB 571 as Pupil Personnel Staff. "Pupil service staff" means those who provide services to students but are not involved in direct instruction of those students, and hold a pupil personnel services certificate").

Step 3

Go to Career Ladder-Instructional Certificated Salary Schedule find your Cohort placement then your column.

- Column 1 Residency - The first three years of teaching
- Column 2 Professional Endorsement and Bachelors
- Column 3 Professional Endorsement and Bachelors with at least 24 credits
- Column 4 Professional Endorsement and Masters

Instructional example: In 2014-15 you had a Masters with 10 years of experience your cohort would be P3. Move to the Certificated Salary Schedule find P4 and move across to MA, this would be the salary paid for 2016-2017.

**APPENDIX B
SICK LEAVE BANK
MADISON SCHOOL DISTRICT 321**

In addition to other provisions covering a sick leave, the following sick leave bank provisions shall be in effect:

A. Each professional and supervisory employee of the District whose position allows them to accumulate sick leave days may participate in the sick leave bank. To participate, each employee shall contribute a prescribed number of his/her earned sick leave days as determined by the Sick Leave Bank Committee. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed sick leave days shall form a bank of sick leave days that will be available to all eligible, participating employees upon approval of the Sick Leave Bank Committee. The purpose of the bank is to alleviate the hardship caused by extended illness or injury to the employee beyond the employee's accumulated sick leave days.

B. Application for use of the bank shall be submitted to the Sick Leave Bank Committee. The committee shall review the request and determine the eligibility of the employee. The committee shall operate within the following established guidelines, and after a complete review, the committee shall make a final decision.

C. Guidelines:

1. In order for an employee to be eligible to apply for sick leave benefits from the bank, the employee must be a contributor to the bank, and join within thirty (30) days following the beginning of the contract school year. Employees who join the District after the beginning of the school year will be given the same thirty (30) day enrollment period. The contributor must have been absent from work due to extended illness or injury for his/her accumulated sick leave days and doctor's verification of illness or injury will be required.

2. The Sick Leave Bank Committee may request a second opinion from a physician chosen by the committee and paid by the District. The committee may also request proof of illness from time to time after sick leave days have been granted.

3. The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent. A participant must contribute those days to maintain membership status in the sick leave bank. Contributions to the bank must be the same for each participant during any given period.

4. The maximum number of days that may be granted in any one (1) year will be the remaining number of days an employee is scheduled to work under his/her current contract. In no case will the granting of leave cause an employee to receive more than his/her annual salary for that year.

5. The number of sick days granted shall not exceed the number of working days absent from work due to extended illness or injury. Whenever an employee has been absent for

a continuous incident beyond his/her accumulated sick leave, the committee may allow retroactive coverage for four fifths (4/5) of any portion of the first ten (10) days. Any days beyond the first ten (10) may be covered in full by the sick leave bank up until such time as the employee qualifies for disability insurance. The employee must apply for the sick leave bank benefits within thirty (30) days after the first day that he or she would be eligible for the benefits.

6. Sick leave bank grants to individuals will not be carried over from one (1) school year to the next. The grants will end at the termination of the school year in which the grant was made.

7. The Sick Leave Bank Committee shall consist of five (5) members appointed by the REA Executive Committee. In order to conduct business, a majority of the members must be present.

8. The committee shall be responsible for reporting to the District's accounting office the names of the contributors and the number of the days contributed. It shall also report all days granted and to whom, and all other information necessary for accurate administration of the bank.

9. The committee shall develop and distribute rules, procedures, and forms needed for orderly administration of the bank.

10. Any changes or additions to the guidelines of this agreement shall be approved by the REA Executive Committee and the District Board of Trustees.

11. The Sick Leave Bank Committee shall compile an annual report on the current status of the bank. The report shall be distributed to each school by the end of the school year. The status report shall include members, days donated, days used, and days remaining in the bank.

Appendix C

Madison School District 321 PERSONNEL

5740

Reduction in Force

It is recognized that the Board has the responsibility to maintain good public elementary and secondary schools and to implement the educational interest of the state, consistent with state and federal educational requirements, including District improvement plans, accreditation requirements, and other school-based issues. However, recognizing also that it may become necessary to eliminate certificated

staff positions in certain circumstances, this policy is adopted to provide a fair and orderly process should such elimination become necessary.

The Board has the sole and exclusive authority to determine the appropriate number of certificated employees and to eliminate certified staff positions consistent with the provisions of the State law. A reduction of certified employees may occur as a result of, but not be limited to, the following examples or from other conditions necessitating reductions:

- a. Decreases in student enrollment
- b. Changes in curriculum
- c. Financial conditions or limitations of the District

The need for implementation of a Reduction in Force and/or the elimination of certificated positions is left to the sole discretion of the Board provided however, that no such decision shall be made until after completion of the written evaluation for each certificated staff member and that the decision as to which employee(s) shall be subject to such reduction shall not be made solely on consideration of seniority or contract status..

The Board may choose to implement a RIF through:

- a. the elimination of an entire program or portions of programs;
- b. the elimination of positions in certain grade levels only;
- c. the elimination of positions by category;
- d. the elimination of positions in an overall review of the District;
- e. the elimination of positions through other considerations and implementation decisions;
- f. the elimination of a portion or percentage of a position(s) or any combination of the above.

Legal Reference: § I.C. 33-514 Issuance of Annual Contracts
 § I.C. 33-515 Issuance of Renewable Contracts
 § I.C. 33-522 Reductions in Force

Policy History:

Adopted on: May 16, 2013

Revised on: June 19, 2014