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AGREEMENT

This agreement is made this 26th day of April, 2019 by and between the American Falls School District #381 Board of Trustees, hereinafter referred to as the "Board," and the American Falls Education Association, hereinafter referred to as the "Association."

RECOGNITION

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

NEGOTIABLE ISSUES

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

ARTICLE I

RIGHTS OF PROFESSIONAL PERSONNEL

1.1 Distribution

There shall be two (2) signed copies of the Collective Bargaining Agreement for the purpose of records, one retained by the District and one retained by the Association. In addition, the District shall provide copies to the Association for distribution to bargaining unit members if desired. All costs for production and distribution shall be assumed by the Association. The Agreement will also be provided through the district website.

1.2 Association Leave

The Association shall be allowed twenty (20) days to attend Association business. Such business will include conferences, workshops, conventions, and local, regional, state, or national meetings. Association representatives shall include elected officers and/or their designees, by election or appointment. Such leave shall be granted upon request of the Association President, provided a suitable substitute is available. There will be a maximum of 3 days per teacher or 6 days per building on the advice and consent of the building principal. The AFEA will pay the cost of the substitutes for all Association business.

The American Falls School District will allow the AFEA co-presidents three (3) days per year to attend to AFEA business. Such leave will be granted upon request by the president to the school board. The AFEA will pay the cost of the substitute. This leave will be in addition to the 20 days available to the entire association.

1.3 Association Activities

Interschool mail facilities and district email may be used for distribution of Association communications provided such communications are not derogatory or inflammatory.

School facilities may be used for Association meetings during non-school hours provided such meetings do not interfere with normal school operations and events.

Upon request, the District agrees to make available to the Association information which is public record. The Association agrees to reimburse the District for actual cost incurred in development and delivery of such information when it is not readily available.

Building administration shall set aside time for the members of the AFEA to conduct business in conjunction with faculty meetings.

All AFEA business and association business should be held during non-school hours.

1.4 School Board Minutes

The superintendent or designee will insure that the official minutes of all school board meetings are posted in the faculty rooms in each school two days following the date the Board officially adopts the minutes. A copy of the agenda for all meetings will be posted in each school's faculty room at least one day prior to the board meeting.

1.5 Letters of Intent

The District will notify teachers in writing of its intent to offer a teaching contract for the following school year. Notification will be in accordance with Idaho Code 33-514 and 33-515.

1.6 Faculty Meeting Agendas

Faculty meeting agendas will be set at the discretion of the building principal prior to meetings. Faculty and administration will be able to add to agenda items.

ARTICLE II

LEAVES

2.1 Sick Leave

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

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

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

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

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

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

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

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

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

2.2 Absence Allowed for Illness, Defined

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

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

2.3 Sick Leave Bank

1. Purpose

The purpose of the Sick Leave Bank is to alleviate the hardships caused by absence from work necessitated by extended recurring illness requiring leave beyond the employee's accumulated and personal leave days. Each full time certified and full time (35 hours or more per week) classified employee of school district #381 may participate in the Sick Leave Bank (SLB).

2. Participation

In order to participate in the SLB, each full time certified and full time (35 hours or more per week) classified employee shall contribute a prescribed number of sick leave days to the SLB as determined by the superintendent's official records. Sick leave days thus contributed shall be deducted from the individual's sick leave entitlement. The contributed days will be available to all eligible participating employees upon recommendation of the Sick Leave Bank Committee.

Any part-time employee who was a member of the employee sick leave bank as of July 1, 2018 will be grandfathered in and are allowed to continue to be a member of the sick leave bank.

3. Application

Application for days from the SLB must be made in writing and presented to the SLB Committee. The Committee shall review the request and determine the employee's eligibility. The applicant must provide proof of illness from a qualified physician at the time of application and upon Committee request after a grant has been made.

3.1 All applicants need to check with the Payroll Clerk to verify available sick and personal leave days.

3.2 Requests for sick leave days from the SLB must be submitted by the last working day of the school year.

3.3 As the Sick Leave Bank committee members are working as the guardians of the employee's bank, an approved application does not guarantee additional days after the first approved application. If the same illness is prolonged, the committee may ask for additional documentation, from a physician, if needed to extend days past an applicant's first application.

4. Guidelines

The SLB Committee shall have the authority to establish such guidelines, as it deems necessary to implement this program. Guidelines shall have the approval of the American Falls Education Association and the Board of Trustees. After complete review of any application, the Committee shall have the authority to make final decisions with the guidelines as to the disposition of the case.

5. Eligibility

An employee, to be eligible for the Sick Leave Benefits Must:

5.1 Be a full time certified or full time (35 hours or more per week) classified employee, or a part-time member grandfathered in as of July 1, 2018 and contributor to the bank.

5.2 Have used all his/her accumulated sick leave, vacation, and personal days

and/or been otherwise solely responsible for the first ten working days of absences before applying to the SLB, unless the employee has accumulated enough sick leave that he/she is eligible to use Guideline 5.5, and,

5.3 Have an illness, injury, or medical complication that will require more than ten consecutive working days leave substantiated by a letter from a physician.

5.4 A SLB member may also apply for SLB days if a member of employee's immediate family (as defined under 5.4.1) has an illness, injury, or medical complication that requires the attendance of the employee more than ten consecutive days.

5.4.1 Family is to be defined as spouse, children, and parents. (Sick leave days utilized for parent(s) of employee are limited to 10 days during a given year.)

5.4.2 Letter from attending physician must also substantiate medical condition of family member.

5.5 In the event that an employee has accumulated 50 or more personal sick leave days, he or she may become eligible for SLB benefits after using 20 consecutive working days of his or her own sick leave in the course of an academic year.

6. Contribution:

6.1 All new applicants to the SLB will make an initial donation of two (2) days.

6.2 If the SLB falls below 100 days, each member will be assessed one additional day. Those members who have no accumulated sick leave or personal leave will contribute at the beginning of the next year.

6.3 Any employee leaving School District #381 may donate all unused sick or personal leave days to the SLB.

6.4 Any SLB member with drawing from the SLB automatically surrenders all donated days to the SLB.

7. Maximum Days Granted:

7.1 The maximum number of days that may be granted in any fiscal year (ending June 30) will be the remaining number of days an employee is contracted or scheduled to work and shall not exceed 100 days. In no case will the granting of leave cause an employee to receive a greater amount of pay from the school district than his/her annual salary for that year.

7.2 The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.

8. Excess Days:

SLB grants to individual employees will not be carried over from one fiscal year to another. All grants will end at the termination of the school year. If an employee does not use all the days granted by the SLB, the unused sick leave days will automatically revert back to the SLB.

9. The Sick Leave Bank Committee:

The SLB Committee shall consist of five (5) to (8) members appointed by the Association and approved by the Board of Trustees. One of the committee members must be an active member of the Idaho Education Association. The Committee shall develop and distribute the rules and procedures for the orderly administration of the SLB. The Committee shall also be responsible for reporting the names of the contributor and the number of days contributed to the District Business Office. The SLB Committee shall be responsible for reporting all days granted to any SLB member by the SLB and any other information necessary to maintain an adequate accounting of the operation.

10. SLB Rules of Operation:

10.1 A simple majority of the committee members must be present to transact business or consider grants, however

10.2 When necessary and appropriate, business may be conducted by telephone.

10.3 The chairperson will send written notification of approval or denial to each applicant.

10.4 The chairperson will send all necessary forms to School District #381's district business office within three (3) working days after SLB approval.

2.4 Transfer of Unused Sick Leave Days

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

1. The employee receiving the sick leave days must have used all of their own sick leave, personal leave days and vacation days.
2. The days transferred cannot be used for retirement purposes.
3. Any donated sick leave days not used by the employee will go into the sick leave bank.
4. Employee donating days must pay taxes on the donated amount unless the donation is due to a medical emergency.
5. The donated days are not tax deductible for the donor.

2.5 Personal Leave:

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

The employee may convert unused personal leave to sick leave, but any days so converted shall not be eligible for reimbursement by the district. Converted sick days cannot be used to pay for insurance upon retirement.

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

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

1. For each personal leave day not used, each full-time, certificated employee shall be reimbursed the sum of \$60.00 per day in their regular June paycheck except for those days designated to be accumulated for the following year.
2. There shall be no more than one-tenth of the total staff members absent with personal leave unless previous arrangements have been made with the principal. Determinations of the above will be on the first-come-first-served basis.
3. Request for leave, except in extreme cases, should be planned in advance and presented to the principal. Personnel are strongly discouraged from taking personal leave the first two weeks of school and the last two weeks of school.

2.6 Leaves of Absence:

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

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

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

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

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

2.7 Absences Not Covered By Other Leave Policies

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

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

2.8 Military Leave

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

2.9 Bereavement Leave

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

ARTICLE III

LONGEVITY BENEFIT

The district will provide all certificated educational staff who have been employed by the district as a full time certified employee for 20 or more years with an increased salary allotment of \$3,673 per year for three consecutive years, unless the employee terminates employment. The increase of \$3,673 per year shall be added to the individual teacher's base salary and paid as a part of their regular monthly salary. The \$3,673 longevity benefit will be increased proportionately with any increase in the district's base salary amount, (ie. If the district base salary is increased 3% the \$3,673 longevity benefit will also be increased by 3%).

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

ARTICLE IV

EMPLOYEE CAFETERIA PLAN

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

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

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

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

ARTICLE V

PROFESSIONAL COMPENSATION

5.1 Salary Schedule

**A.F. School District 381
Teacher's Salary Schedule for 2019-2020 (Effective Sept. 1, 2019)
Contract days: 186**

See Addendum A

* In compliance with Idaho Code 33-1004E no full-time instructional staff member shall be paid less than \$38,500.

5.2 Designation of Credit for Salary Schedule

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

5.3 Employee Background Checks

The American Falls School District will fund 50%, or \$16.00, of the required background check fees plus any administration fee and the individual employee will fund the remaining 50%, or \$16.00.

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

VISION SERVICE PLAN (VSP)

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

The district will pay the individual employee premium as noted below for health, dental and vision insurance for the employee. The district cost for these premiums for the 2019-20 school year are as follows:

Employee Health	(Blue Cross PPO)	\$674.20	(Blue Cross HAS Plan)	\$490.45 + \$183.75 to HSA account
Employee Dental	(Blue Cross PPO)	\$ 29.25	(Willamette Dental)	\$ 29.25
Employee Vision	(VSP)	\$ 8.85		

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

<u>Health Insurance:</u>	<u>Blue Cross PPO Plan</u>	<u>Blue Cross High deductible Plan</u>
Enrollee	\$0.00	\$0.00
Ee/Spouse	\$808.80	\$588.00
Ee/Child	\$364.00	\$264.55
Ee/Children	\$532.45	\$387.15
Family	\$1044.75	\$759.50
2 Dist. EE Family	\$370.55	\$269.05

<u>Dental Insurance:</u>	<u>Blue Cross PPO</u>	<u>Willamette Dental</u>
Enrollee	\$0.00	\$12.19
Ee/Spouse	\$33.85	\$60.14
Ee/Child	\$26.90	\$50.18
Ee/Children	\$54.30	\$88.97
Family	\$82.75	\$129.29
2 Dist. EE Family	\$53.50	\$100.04

<u>Vision Insurance:</u>	
Enrollee	\$0.00
Ee/Spouse	\$4.10
Ee/Child	\$4.10

Ee/Children	\$14.20
Family	\$14.20
2 Dist. EE Family	\$5.35

5.5 Life Insurance - Standard

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

5.6 Additional Compensation for Teaching Assignment

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

5.7 Credit Reimbursement

The Board and the AFEA agree that the district provide \$60.00 per credit hour to reimburse certified staff in pursuit of additional certifications, degrees, or recertification requirements. The staff member must receive a satisfactory or passing score for the class in which the credit is taken, and must provide appropriate documentation to show the cost of each credit. The district will not reimburse more than \$60.00 per credit, although a teacher can be reimbursed for multiple credits in a year.

5.8 Substitute Reimbursement

The Board and the AFEA agree that any certified staff member that works as a substitute can be reimbursed for their preparation or lunch time that was lost due to substitute duties. The certified staff member must fulfill the following requirements to claim this reimbursement.

- 1) The certified staff member must act as a substitute in a classroom during their own preparation or duty-free time.
- 2) The certified staff member must document 6 hours acting in this capacity to claim a reimbursement for a substitute day.
- 3) The certified staff member will be reimbursed at the current pay rate for one certified teacher substitute day.
- 4) The certified staff must have their documentation approved by a supervisor designated by the administration of each building.

A list of certified staff members who are willing to act as substitutes in this capacity will be maintained and will be approached first to fulfill substitute duties. This list will be maintained by each school administration. However, any staff member that acts in this capacity will be a recipient of this reimbursement.

Volunteers may withdraw from the volunteer list or be added at their own discretion during the school year.

5.9 Recertification Reimbursement

The Board and the AFEA agree that a staff member who has been employed by the American Falls School District for a minimum of 15 years will have their recertification fee reimbursed by the district.

5.10 Travel Compensation

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

5.11 Special Education Compensation

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

ARTICLE VI

CO-CURRICULAR COMPENSATION

6.1 Co-Curricular Compensation Schedule

**A.F. School District 381
Extra Duty Salary Schedule
for 2019-20**

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

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

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

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

See Addendum B

ARTICLE VII

TEACHER WORKDAY

The work hours for teachers are 7:45 a.m. to 3:30 p.m.

Teachers who are required to work outside contracted hours for special meetings called by the administrator will be allowed compensation time of an equal amount.

ARTICLE VIII

DUTY FREE LUNCH PERIOD

The District shall provide each employee a duty free regular lunch period of at least 40 continuous minutes daily unless a special or emergency situation called by the administrator occurs.

Teachers who volunteer for lunch duty will be provided a school lunch at no charge.

ARTICLE IX

GRADE CHANGE POLICY

It is of the utmost importance to maintain the integrity of grades and teacher credibility. It is vital to have a district policy concerning proposed grade changes.

When a grade change is proposed the following steps will be taken to resolve the issue.

1. The student meets with the teacher of the class in question to resolve the issue. If unresolved. . .
2. The student, the student's parents or guardians, the teacher, and the principal meet to resolve the issue. If unresolved. . .
3. The students [**sic**], the student's parents or guardians, the teacher, the principal, and the superintendent meet to resolve the issue. If unresolved. . .
4. The proposed grade change will be submitted to Grade Adjustment Committee under the following conditions.

Written documentation of step three. This documentation will be provided to all members of the committee.

The teacher and the student involved in the grade change in question will make an oral presentation of their case to the committee.

The two aforementioned parties will submit any written records they feel will be pertinent.

Both parties will submit to oral questions for the committee.

5. This committee will arrive at a decision that will be binding on all parties involved.

The Grade Adjustment Committee shall be composed of four members.

1. A teacher from the same department or grade level as the teacher involved in the grade change issue.
2. A counselor
3. A member of the Board of Trustees (preferably the Board member who represents the school involved in the grade change issue).
4. A member of the Student Council to represent high school students.

The following criteria will be adhered to when selecting the members for the Grade Adjustment Committee.

1. None of the people who participate in Steps 1, 2, or 3 will be allowed to serve as a member of the Grade Adjustment Committee.
2. None of the committee members can have any familial ties to either the teacher or the student involved in the issue.

The appeal to have a grade change must be initiated before the end of the next grading period. The Grade change Policy does not preclude any of the normal grade changes that occur as listed.

1. Erroneously computed or recorded grades.
2. Conversion of grades from other schools in the American Falls grading system.
3. Special programs.
Homebound instruction
Tutorial programs
Summer School

All students, parents or guardians, and teachers shall be advised of this policy by any of the following methods.

1. Student Handbook
2. Letter to parents
3. General assembly
4. Individual classroom information session
5. Newsletter
6. Articles in the local newspaper
7. Faculty meetings

All teachers, administrators, and members of the Board of Trustees shall view it as unethical to coerce, pressure, or intimidate any teacher into making a grade change. Any unethical behavior will be reported to the Professional Standards Commission.

ARTICLE X

GRIEVANCE PROCEDURE

10.1 Definitions

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

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

10.2 Purpose

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

10.3 Procedure

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

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

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

10.4 Hearing Panel

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

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

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

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

10.5 Representation

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

10.6 Time Lines

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

10.7 Utilization

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

10.8 No Reprisals

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

10.9 Personnel File

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

ARTICLE XI

EFFECT OF AGREEMENT

11.1 Compliance Between Individual Contract and Master Agreement

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

11.2 Separability and Savings Clause

Nothing contained in this Negotiation Agreement is intended to or shall conflict with, or abrogate the powers or duties and responsibilities vested in the legislature, State Board of Education and the Board of Trustees of School District by the laws of the State of Idaho. Each School District Board of Trustees is entitled, without negotiation or reference to any negotiated agreement, to take action that may be necessary to carry out its responsibility due to situations of emergency or acts of God. Nothing contained herein shall diminish the right of the Board of Trustees of the District to promulgate rules and regulations for the governance of the District as provided by Idaho Code 33-506.

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

If any specific items on this agreement shall be ruled invalid by a court of law or governmental agency, the Board and Association shall enter into negotiations within fifteen (15) days to agree

on a successor clause for the invalidated article. The balance of this Agreement shall not be affected by any such ruling and shall remain in full force.

11.3 Agreement

This Agreement is signed this _____th day of _____, 2019.

IN WITNESS THEREOF:

For the Association

For the Board

President

Chairperson

Secretary

Clerk

Addendum A

American Falls School District
Teacher Salary Schedule 2019-20

Step	BA/BA 12 LANE 1	BA 24/BA 36 LANE 2	Masters/BA 48 BA 60 LANE 3
R1	39,000	40,500	42,000
R2	40,000	41,500	43,000
R3	41,000	43,000	44,000
P1	42,500	44,100	45,800
P2	43,600	45,700	47,400
P3	45,200	47,300	49,000
P4	46,800	48,900	50,600
P5	47,800	50,500	52,200
P6	48,800	52,100	53,800
P7	49,800	53,700	55,400
P8	50,800	54,700	57,000
P9	51,800	55,700	58,600
P10	52,800	56,700	60,351

*Grandfathered Scale: \$64,855

The above salaries include the education allocation received from the state.

*Teachers who remained on the 2017-2018 salary schedule placed in the MA + 36, ES Doctorate - year 19 cell will be grandfathered at their current salary plus a \$500 raise for 2019-20.

**AMERICAN FALLS MASTER AGREEMENT
ADDENDUM D
2019-20**

APPLICATION FOR LONGEVITY BENEFIT

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

Name: _____ SS# _____

(Please type or Print)

Mailing Address _____

Date of Full Time Certified Employment _____ Years of Service _____

I agree that:

- ✓ I am currently working under contract for American Falls School District for the entire 2018-19 school year in a full time certified position.
- ✓ I will complete my 2018-19 contract.
- ✓ I am eligible to be offered a contract for the 2019-20 school year and if the contract is offered, I intend to accept it.
- ✓ I am not currently on probationary status with my immediate supervisor.
- ✓ As of June 30, 2019, I have completed a minimum of twenty (20) years continuous full-time years as a certified employee with American Falls School District #381.
- ✓ I will be paid a longevity benefit for three consecutive years (2019-20, 2020-2021 and 2021-2022), unless my employment is terminated, either by the district for just cause or by my own choice.
- ✓ The longevity amount will be \$3673 the in 2019-20 and proportionately increased for the remaining two years. Per Article III, Longevity Benefit of the American Falls 2019-20 Master Agreement, the longevity benefit will be increased proportionately with any increase in the district's base salary amount, (ie. If the district first year teacher, first lane base salary is increased 3% the longevity benefit will also be increased by 3%).
- ✓ If at any time during the next three years my employment with School District #381 is terminated, the benefit will be pro-rated based on the number of days completed in the current contract year and will be discontinued from that point on.
- ✓ The longevity benefit shall be listed as a supplemental stipend to my contract and paid as part of my regular monthly salary.
- ✓ The longevity benefit is considered additional compensation and subject to federal and state tax laws.
- ✓ If I chose to withdraw my application, I will notify the Administration Office in writing no later than June 1, 2019.

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

School: _____ From _____ To _____

School: _____ From _____ To _____

School: _____ From _____ To _____

I certify the above information is correct and that I have met all the necessary criteria to participate in the longevity benefit per the Master Agreement Article III. I understand that I will be paid a longevity for three years and once I have received the total benefit, I may not make application for the benefit again during my employment with American Falls School District #381.

Signature

Date