

**Negotiated Master Contract**

**Between**

**Idaho Falls Education Association**

**And**

**Idaho Falls School District 91**

**2019-2020**



# Table of Contents

<b>PREAMBLE</b> .....	2
<b>ARTICLE 1</b> Definitions.....	3
<b>ARTICLE 2</b> General.....	5
<b>ARTICLE 3</b> Grievances.....	6
<b>ARTICLE 4</b> Teacher Rights & Responsibilities.....	9
<b>ARTICLE 5</b> Representative Organization Rights.....	13
<b>ARTICLE 6</b> Evaluations.....	15
<b>ARTICLE 7</b> Reassignment & Transfer.....	16
<b>ARTICLE 8</b> Hours & Conditions of Employment.....	18
<b>ARTICLE 9</b> Leave Policy.....	22
<b>ARTICLE 10</b> Negotiations.....	29
<b>ARTICLE 11</b> Fringe Benefits.....	31
<b>ARTICLE 12</b> Extracurricular Activities.....	33
<b>ARTICLE 13</b> Salary Schedule.....	38
<b>APPENDIX A</b> Invoice for Representative Organization President Leave.....	43
<b>MEMORANDUM 1</b> One-Time Payment.....	44
<b>INSURANCE COMMITTEE RECOMMENDATION</b> .....	45

## **PREAMBLE**

The Board and the Representative Organization recognize that providing a culture that empowers, instruction that engages and technology that enables is the vision of District #91 and the Board of Trustees. The Board and the Representative Organization further recognize that the best interests of public education will be served by a spirit of cooperation between the Board of Trustees and the teachers and the maintenance of free and open exchange of views in determining and resolving matters of mutual concern. In doing this, it is understood that:

The Board recognizes that teaching is a profession and that members of this profession must have specialized educational qualifications, and that their participation in matters relative to the professional services of teachers is important to the success of the school program.

Attainment of the objectives of the educational programs conducted in the Idaho Falls public schools requires mutual understanding and cooperation between the Board and the Representative Organization.

The Board and the Representative Organization recognize the importance of due process of law as an essential element of a democratic society. They further recognize the importance of collaboration in resolving future problems and/or challenges that the district may encounter.

The Board and the Representative Organization commit themselves and their officers to act in accordance with the provisions of this Negotiated Master Contract, state law, Board Policy, and the Code of Ethics for Idaho Professional Educators and due process in all relations with each other and with the teachers.

It is the responsibility of each teacher and administrator to read, understand and abide by this Negotiated Master Contract.

# ARTICLE 1

## Definitions

- 1-1** The term "Board" as used in this agreement shall mean the Board of Trustees of the Idaho Falls School District No. 91 in the City of Idaho Falls and County of Bonneville and State of Idaho.
- 1-2** The term "Mediator" as used in this agreement shall mean a disinterested third party who assists the negotiating parties in arriving voluntarily at agreement.
- 1-3** The term "Negotiations" as used in this agreement means collective bargaining in good faith (as defined by Idaho Code) by representatives of the Board of Trustees of Idaho Falls School District No. 91 or its designated representative(s) and the Representative Organization of teachers, for the purpose of reaching an agreement, upon matters and conditions subject to negotiations as specified in the agreement between said parties.
- 1-4** The term "Teachers" as used in this agreement means any certificated employee of Idaho Falls School District No. 91, except for assistant superintendents, principals, assistant principals, coordinators, supervisors, directors, or the superintendent.
- 1-5** The term "Representative Organization" as used in this agreement shall mean the professional organization that is elected to represent teachers of School District No. 91.
- 1-6** The terms "School District" and "Idaho Falls Public Schools" as used in this agreement shall mean the Idaho Falls School District No. 91 in the City of Idaho Falls and County of Bonneville and State of Idaho.
- 1-7** The term "School Year" as used in this agreement shall mean the period of time from the first day of pre-school orientation activities, through the closing of schools of the District in the spring as established by the official school calendar.
- 1-8** The term "instructional day" refers to the hours within the day in which the students are scheduled to attend class.
- 1-9** The term "sick leave day" refers to when an employee is absent during a contracted day of employment for health related reasons. The employee may take either the full contract day or one-half contract day. The contract day is calculated by the contracted FTE (Full Time Equivalency), as shown on the employee's contract.
- 1-10** The term "Superintendent" as used in this agreement shall mean the Superintendent of Schools of Idaho Falls School District No. 91.
- 1-11** Instructional Coaches – A certified teacher who provides ongoing and job embedded professional development and support for teachers and principals to improve teaching and student learning.
- 1-12** Professional Learning Community – Professional Learning Communities foster effective collaboration to set student growth goals for each course/subject area. Teachers on PLC teams "unpack" content standards in order to identify essential skills for mastery, develop common formative assessments to monitor progress, and evaluate data for mastery, intervention and enrichment.
- 1-13** Curriculum: A coherent framework for realizing standards including the knowledge, skills, understandings, attitudes, and processes to be written, taught, and tested at the appropriate levels within courses in a discipline. A curriculum works with standards to frame optimal learning

experiences. It serves as a blueprint for learning based on desired outcomes (content and standards). The ultimate aim of a curriculum is independent transfer; i.e., for students to employ their learning, independently and thoughtfully, to varied complex situations, inside and outside of school.

- 1-14 Instructional Resources: Textbooks, anthologies, trade books, and digital media, etc., that teachers need to implement instructional activities, matched to standards for a particular course of student or subject area.
- 1-15 Supplementary Resources: Materials that complete, reinforce, or extend the curriculum.

## **ARTICLE 2**

### **General**

- 2-1** This agreement shall be part of the contract of all teachers of School District No. 91.
- 2-2** The Board policy shall not discriminate against any teacher on the basis of age, race, religion, color, disability, national origin, gender, sexual orientation, marital status or membership in any organization.
- 2-3** The Board recognizes that in pursuit of the profession of teaching, teachers have a right to join or refrain from joining any teachers' organizations for their professional and economic improvement, and that as a matter of individual choice; teachers are free to join or refrain from joining such organizations. Furthermore, the Board recognizes that the teachers have an interest and valuable input into the educational process. Therefore, due consideration will be given throughout the year to matters of mutual concern.
- 2-4** The parties to this agreement specifically recognize that, irrespective of this agreement, the Board of Trustees has certain powers, discretion and duties that, under the constitution and laws of the State of Idaho, may not be delegated, limited or abrogated by agreement with the parties. Parties recognize that the Board of Trustees is empowered and shall, from time to time, enact Board policies concerning the operation of the School District and the direction of School District employees, which policies shall be binding on all parties to this agreement. The parties further acknowledge that this agreement, as well as Board policies heretofore enacted or hereinafter enacted, shall be governed and construed according to the constitution and laws of the State of Idaho.
- 2-5** In the event that any provision of this agreement, the official acts and Board policies of the School Board, or any application of this agreement or School Board policy to any teacher covered under the terms of this agreement, shall be found to be contrary to law, such provisions, Board policy or application thereof shall be effective only to the extent permitted by law and all other policies of the Board or provisions and applications of this agreement shall continue in full force and effect.

# ARTICLE 3

## Grievances

### 3-1 Purpose

The purpose of the grievance procedure is to provide a framework within which employees may work toward solving problems as they arise and to guarantee fair treatment.

### 3-2 Informal Resolution

It is expected that all parties to a disagreement, complaint or problem will initially attempt to resolve such problems at the lowest possible administrative level before filing a formal grievance.

### 3-3 Formal Resolutions

The teacher shall be bound by the procedure established below if a formal grievance is filed.

### 3-4 Definitions

**3-4-1** *Grievance*: A written claim by a certified employee, group of certified employees or the Representative Organization, that a dispute or disagreement exists involving interpretation or application of the terms of this agreement or of an existing Board policy or practice, or that an employee has been treated unfairly or there exists a condition which jeopardizes employee health or safety.

**3-4-2** *Grievant*: A teacher, group of teachers, or the Representative Organization making the claim.

**3-4-3** *Days*: Reference to “days” regarding time periods in this procedure shall refer to working days.

### 3-5 Timelines

**3-5-1** Within thirty (30) workdays from the time an employee knew of the act or condition which is the basis of the grievance, the grievant may file a grievance at the lowest administrative level at which a decision can be made.

**3-5-2** Except by mutual agreement, failure by the employer at any step to communicate a decision within the specified time shall be considered acceptance of the decision at that level.

**3-5-3** The time limits for decisions or appeal are:

Level 1 – five (5) working days

Level 2 – ten (10) working days

Level 3 – twenty (20) working days

Level 4 – twenty (20) working days

Level 5 – twenty (20) working days

### 3-6 Levels

Level 1: The building principal (or immediate supervisor) or designated representative



Level 2: The Superintendent or designated representative.

Level 3: Mediation

Level 4: The Board of Trustees

If the grievant is not satisfied with the disposition of the grievance at a level, it may be appealed to the next level. If the grievance remains unresolved at the conclusion of level 4, it may be submitted to Advisory Arbitration at the discretion of the Representative Organization provided notice is given to the Superintendent within the time limits provided.

### **3-7 Arbitration**

Within five (5) days of submission of the grievance to Advisory Arbitration, the parties shall request the American Arbitration Association Regional Office to suggest five (5) persons as potential arbitrators.

Within five (5) days of receipt of the list, the parties shall meet and select an arbitrator by alternately striking names from the list, with the name remaining being the arbitrator. A flip of a coin shall determine which party strikes the first name.

Rules and procedures governing the arbitration hearing shall be fixed by the arbitrator and the award, when signed by the arbitrator, shall be of an advisory nature to the parties. At the conclusion of Level 5 of the grievance procedure (advisory Arbitration), the Board of Trustees shall hear comments from both the Superintendent and a representative for the grievant in executive session and then shall carefully study all resulting written findings, conclusions and recommendations of the advisory arbitrator before determining whether to accept or reject the advisory recommendation.

The Board and the grievant shall not be permitted to assert in the arbitration procedure any grounds or to reply upon evidence not previously disclosed to the other party.

The fee(s) and expense(s) of the arbitrator and other costs of the arbitration shall be shared equally by the Board and the Representative Organization.

### **3-8 Representation**

The Board acknowledges the right of the Representative Organization's grievance representative to participate in the processing of a grievance at any level, and no employee shall be required to discuss any grievance if the Representative Organization's representative is not present. The administration will notify the Representative Organization of the disposition of any grievance at Level 1 where the Representative Organization was not represented. The administration shall notify the Representative Organization of any grievance remaining at Level 2 prior to any action on the grievance at that level.

When an employee is not represented by the Representative Organization, on its request, the Representative Organization shall have the right to its representative present to state its views at any stage of the grievance procedure.

### 3-9 Miscellaneous Provisions

- 3-9-1 Cooperation:** All parties shall cooperate with the investigation of any grievance.
- 3-9-2 Non-Reprisal:** No reprisals of any kind shall be taken by the Board, the administration, or any person covered by the Negotiated Contract for their participation in this grievance procedure.
- 3-9-3 Class Grievances:** Grievances involving one (1) or more employees and grievances involving an administrator above building level may be initially filed by the Representative Organization at Level 2.
- 3-9-4 Release Time:** Should the investigation or processing of any grievance require that an employee or a Representative Organization representative be released from his/her regular assignment, said employee or representative shall be released without loss of pay and/or benefits.
- 3-9-5 Separate File:** All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
- 3-9-6 Grievance Withdrawal:** A grievance may be withdrawn at any level without establishing precedent.
- 3-9-7 Compliance with Code:** The provisions of the Uniform Arbitration Act (Chapter 9, Title 7, Idaho Code) apply to this agreement.
- 3-9-8 Forms:** Grievance forms are available in electronic form online at [www.d91.k12.id.us](http://www.d91.k12.id.us).
- 3-9-9 Mediation:** If the grievance remains unresolved at level 2, the grievant and the Superintendent may agree to request that the grievance be submitted to mediation. The Superintendent and the grievant may agree to a mediator or request that a mediator be appointed through the Federal Mediation Conciliation Service. If there is no agreement to mediate, the grievance may be appealed to the next level by either party. Mediation will be conducted in accordance with the provisions outlined in the Federal Mediation Conciliation Service grievance mediation rules and guidelines.

# ARTICLE 4

## Teacher Rights & Responsibilities

### 4-1 Public Concerns

- 4-1-1 It is the intent of the Representative Organization and the Board that concerns are best dealt with through communications with appropriate staff members.
- 4-1-2 Any concern involving a teacher will first be addressed between the teacher and the concerned party. If the initial concern is expressed to an administrator, the concerned party shall be referred to the teacher as soon as possible but no later than five (5) working days.
- 4-1-3 If the parties are not able to resolve the concern, it will then be resolved in an administrator-mediator conference between the teacher and the concerned party. Appeals of the mediated resolution will be handled according to Board Policy.
- 4-1-4 The Board recognizes that situations may arise in the operation of the system which are of concern to parents or the public. Such concerns are best dealt with through communication with appropriate staff members and officers of the District, such as the faculty, the principals, the Superintendent or designee and the Board.

The following guidelines are suggested as the proper procedure to be followed by persons with questions or complaints:

- 4-1-4-1 Matters concerning individual students should first be addressed with the teacher or the person directly involved in the matter.
- 4-1-4-2 Unsettled matters from (1) above, or problems and questions concerning individual schools, should be directed to the principal of the school.
- 4-1-4-3 Unsettled matters from (2) above or problems and questions concerning the District should be directed to the Superintendent or designee.
- 4-1-4-4 If the matter cannot be settled satisfactorily by the Superintendent or designee, it may be brought before the Board of Trustees.
- 4-1-4-5 In the event the complaint is against a particular teacher or District employee, the affected employee must be notified within five working days. For this reason, the board requires that such complaints, which may ultimately be resolved by the Board, shall be in writing. Complaints informal in nature to be administratively acted upon, and not intended for Board action, may be orally directed to the principal, central office administrators, or the superintendent.

**4-1-5** Written complaints received by the District involving District personnel will be made available to the affected personnel. The Board considers it the obligation of employees of the District to entertain the questions of parents or the public.

**4-1-6** In the event that a student is transferred from one classroom to another classroom within a school, the teacher will be notified prior to the transfer.

## **4-2 Personnel Files**

**4-2-1** Files for teachers are created and maintained by the District office. Teachers may examine the contents of their own file and review them with the appropriate staff personnel in accordance with the conditions listed below. It is intended that such files shall be used only by appropriate School District personnel only for the purposes directly related to employment.

**4-2-1-1** All materials, except confidential material from a teacher placement center will be made available to the teacher for examination upon request at any reasonable time.

**4-2-2** Personnel files will be handled in accordance with Idaho Code.

## **4-3 Academic Freedom**

**4-3-1** Certificated employees shall have academic freedom to teach in their assigned areas without interference. The parties recognize that the Board's role is to approve curriculum and the certificated employees' role is to determine how curriculum should be taught. The certificated employee shall have the following responsibilities:

**4-3-1-1** The certificated employee agrees to follow the Code of Ethics for Idaho Professional Educators.

**4-3-1-2** The certificated employee will follow Board policy, state and federal laws, and the rules and regulations of the Idaho State Board of Education.

**4-4 Fair Treatment:** When disciplinary action occurs, teachers will be notified verbally and/or in writing of the reason for the action.

**4-5 Uniform Application of Rules and Regulations:** All rules and regulations governing employee activities and conduct shall be interpreted and applied uniformly throughout the district.

## **4-6 Release from Contract**

The district may issue individual staff contracts prior to the end of the school year, but the teacher shall be granted release from an individual contract if a request is made prior to July 10. Requests made subsequent to July 10 may be granted by the Board of Trustees.

**4-7 Professional Growth**

Professional Improvement of Education (P.I.E.): A program of Professional Improvement of Education hereafter known as P.I.E. will provide teachers with the opportunity, time and resources to participate in their own and their colleagues' professional growth. P.I.E. will allow teachers the opportunity to share and to learn from an experienced colleague, and will provide support and collegiality by allowing them to observe other classrooms or education settings or to request assistance from a colleague. Participation in P.I.E. is voluntary on the part of all participants and is confidential between the parties involved. It shall in no way become part of an ongoing evaluation.

The building principal and the Association representative shall make all employees aware of the P.I.E. program and the request process at the beginning of each school year.

**4-7-1 Individual Professional Learning Plan**

All teachers and pupil personnel shall have an Individual Professional Learning Plan (IPLP) based on identified strengths and areas for growth in district and school improvement plans. The IPLP must identify professional learning activities identified to improve teacher practice. Professional activities must meet the requirements set forth by the district professional development committee and be the equivalent of two days or more of professional learning.

**4-8 Concern Sessions and Concern Committee**

Each school may hold regularly scheduled Building Level Concern sessions which will focus on building level issues and solutions. Employee attendance is optional.

**4-9 State and Federal Rights**

Nothing contained herein shall be construed to deny or to restrict any teachers such rights as he/she has under the laws of Idaho and the United States or other applicable laws, decisions and regulations. The rights granted to teachers thereunder shall be deemed to be in addition to those provided elsewhere.

**4-10 School Safety**

For safety reasons, staff shall notify office personnel when leaving the building during the instructional day. The hours of the instructional day do not include lunch. For safety reasons, building administrators shall notify staff when leaving the building during the instructional day.

**4-11 Protecting the Educational Environment**

As per board policy 1005.3, students who disrupt the educational environment and process of the classroom will incur disciplinary actions, which will be documented into the district student information system by the administrator.

#### **4-12 School Culture Committee**

The committee's purpose is to guide the school's efforts for a safe and positive learning environment. The committee will address:

- Concerns
- Trends
- Discipline Policy and Procedures
- Fairness and consistency in building discipline

Individual student issues will be referred to the appropriate team or administrator. It is recommended the committee consist of:

- One (1) administrator from the school
- Three (3) teachers from the school; one (1) of whom is a Special Education Teacher
- One (1) counselor from the school

**4-13 Curriculum Adoption Committees:** As per board policy 604.0 and the Curriculum Management Plan, it is the shared responsibility for the District's professional staff for the development, implementation, and evaluation of the curriculum. For major program and multi-grade level adoptions, curriculum adoption committees will convene based on the established instructional needs for the year. The committee is to be made of teachers with content area expertise, and every effort will be made to have representation from each building and grade level impacted by adoption. Using established criteria, the committee will review core instructional resources and make recommendations for adoption and implementation. For major program adoption and multi-grade level core instructional resource adoptions, the committee and superintendent or designee will jointly present the proposal to the board. Any substantive change after the proposal is to be approved by the committee.

**4-14 Covering Classes in the Case of Substitute Shortages:** Each building's leadership team and principal will create a plan to cover substitute shortages for unfilled teacher absences. The plan is to be created by September 15<sup>th</sup> of each year, and the plan will be shared with the faculty and monitored by the principal and building leadership team monthly.

# ARTICLE 5

## Representative Organization Rights

### 5-1 Representative Organization Leave

**5-1-1** Each school year, official delegates of the Representative Organization will be allowed leave without loss of pay (ref. Idaho Code) to attend regularly scheduled official meetings of the state education association (i.e. IEA Delegate Assembly, standing committees, and task force meetings). Substitute costs will be borne by the District.

**5-1-2** Each school year, the Representative Organization may receive up to thirty (30) school days, exclusive of the substitute teacher coverage provided below, to be used by Representative Organization officers or representatives for Representative Organization business. Additional days may be requested with the recognition that student learning is maximized by the regular presence of the teacher in the classroom. The appropriate District and building administrators will be given sufficient notice of leave to be taken under this provision so that substitutes may be supplied if needed. The actual cost of substitutes will be borne by the Representative Organization. Leave taken where a substitute is not secured shall count toward the thirty (30) days.

**5-1-3** The Representative Organization president shall be invited to attend all joint committee meetings and local, open Board meetings. The Representative Organization or designee shall be provided the opportunity to participate in meetings in which district policy and procedure are formulated. The representative Organization President or designee may also be requested to participate in other administrative meetings where his/her attendance is beneficial to the function of the school district. To facilitate these services by the Representative Organization President or designee, the District will provide substitute coverage in an amount up to \$2,600.00. The Representative Organization President will submit a report of activities listing the public purpose for each absence and an invoice, as found in Appendix A, indicating how the monies are to be distributed to the Board of Trustees at the first meeting of each month.

**5-1-4 Representative Organization Meetings:** Early dismissal release time for Representative Organization meetings shall be granted one (1) time each year for the purpose of meeting and voting on the ratification of the Master Agreement.

### 5-2 Right to Organize

The Board and the Representative Organization agree that the individual teacher may have full freedom of association and self-organization. However, the Board and the District shall not be required to recognize or negotiate with any organization not so designated in this agreement.

**5-3 Pertinent Information**

Representative Organization and the Board will exchange requested information regarding mutual interests and concerns. Financial reports, budgets, budget projections, numbers of employees, and survey results are examples of information items that may be exchanged.

**5-4 Representative Organization Business**

Representative Organization representatives will be permitted to transact necessary Representative Organization business on school property, provided that this does not disrupt regular school operations.

**5-5 Use of Buildings**

The Representative Organization and its representatives may use District buildings for meetings. Such facilities must be scheduled through the building administrator prior to the day of the planned meeting. Care will be taken to see that rooms, etc., are restored to the normal condition following such meetings.

**5-6 Representative Organization use of Interschool Communication Facilities**

The Representative Organization may post notices of activities and business on the bulletin boards designated for this use and, at the discretion of the building administrator, may post notices of activities and business on regular notices for announcements and daily school bulletins. The District e-mail, mail service, and teacher mailboxes may be used for Representative Organization communications provided such materials are not contrary to the interests of education.

**5-7 Representative Organization Involvement at School Board Meetings**

The Board of Trustees shall place on the agenda of each regularly scheduled Board meeting a report from the Representative Organization President or his/her designee.

**5-8 Exclusive Rights:** The board acknowledges that the Idaho Falls Education Association is the current organization designated to represent the employees covered by this agreement. The Representative Organization shall have the following exclusive rights:

1. Representation in collective bargaining;
2. Payroll deduction of dues;
3. Access to the faculty meeting agendas;
4. Release time for Association business.



# ARTICLE 6

## Evaluations

### 6-1 Evaluations

Evaluations will be conducted in accordance with Idaho Code and State Board procedures.

### 6-2 Conditions of Evaluation

In evaluating a teacher, due consideration shall be given to class size, ability level of students and physical distractions as they would affect teaching performance. All evaluations of the teacher's activities shall be conducted openly and with the teacher's full knowledge and awareness.

### 6-3 Informal walk-through

A walk-through is short in length – about 3 to 5 minutes in a classroom. There is no intent to evaluate the teacher; rather, it is time to gather information about curricular and instructional teaching practices and decisions teachers are making. Follow-up with the teacher is optional and will not be part of the teacher evaluation process. Written notes will not be placed in the teacher's file.

**6-4 Instructional Coach:** The instructional coaches shall not have a formal evaluative role. An instructional coach shall not be requested or directed to make any recommendation regarding the continued employment of the teacher, and their activities are not part of the evaluation process. No instructional coach shall be requested or directed to divulge information from the written documentation or confidential instructional coach discussions.

### 6-5 Evaluation Procedures

The procedure for supervision and evaluation of teachers will be reviewed annually by a committee. The committee will consist of three (3) teachers selected by the President of the Representative Organization (one elementary, one secondary, one ancillary) and three (3) administrators selected by the superintendent or his/her designee.

# ARTICLE 7

## Reassignment & Transfer

### 7-1 Reassignment & Transfer

**7-1-1** The basic considerations in the assignment of professional personnel are the demands and responsibilities of the program of instruction. It is the policy that instructional personnel be assigned on the basis of their qualifications and the needs of the district. The Superintendent has the responsibility for the assignment of all personnel in the schools.

**7-1-2** Faculty members may be reassigned or transferred when, in the judgment of the Superintendent or designee, the move will result in increased effectiveness in the classroom, or to meet district/building staffing needs. Reassignment can be initiated by a teacher seeking transfer (Voluntary), by the principal/supervisor of the teacher (Involuntary), or by the superintendent or designee. (Involuntary)

**7-1-2-1 Voluntary Transfer:** A written request for reassignment shall be submitted to the Superintendent no later than January 15<sup>th</sup> proceeding the next school year. All applicants for transfer who meet the January 15<sup>th</sup> deadline will be interviewed by either the Superintendent or his/her designee prior to placement interviews of any out-of-district applicants. All teachers meeting the January 15<sup>th</sup> deadline will be contacted within one (1) week after the interview. This provision does not prohibit a teacher from requesting reassignment to and consideration for positions that become available after January 15<sup>th</sup>.

**7-1-2-2 Involuntary Transfer:** When transfers for cause or involuntary transfers are necessary, the teacher so affected will be apprised in a conference and in writing of the reasons why such a transfer is in order. Notification of transfer must be made no later than one day prior to the last contract student contact day when possible. Alternative teaching positions will be reviewed with the teacher involved with an involuntary transfer. A teacher may utilize the grievance procedure if he or she does not agree with the transfer.

**7-1-2-3 In Building Staffing Changes:** Each January, principals will provide a form to staff asking for information concerning next year's teaching assignment which must be returned prior to February 1st. Teachers will be asked to rank preferences in grades and/or subject to be taught in the next school year. The ranking will be a factor in the final placement of teaching assignments.

**7-1-2-4 Reassignment and Transfer:** The district will provide assistance to the employee to move the employee's classroom materials if there is an involuntary transfer. If it is a voluntary transfer, the district will provide assistance if available.

# ARTICLE 8

## Hours & Conditions of Employment

### 8-1 Hours & Conditions of Employment

**8-1-1 Elementary Planning Time:** Elementary teachers will have a minimum of sixty (60) duty-free minutes of self-directed planning time four (4) times per week prior to and following the instructional day. Sixty (60) minutes per five-day instructional week will be provided during the instructional day. Additional time will be provided as the school schedule allows. There is an acknowledgement that during some weeks, more than sixty (60) minutes will be provided, and other weeks, situations may arise when less than sixty (60) minutes can be provided.

**8-1-2 Middle School Planning Time:** Middle School Teachers will have a minimum of one (1) class period of duty free, self-directed planning time daily.

**8-1-3 High School Planning Time:** High School Teachers will have a minimum of one (1) class period of duty free, self-directed planning time daily.

**8-1-4** For grades one through six, buildings will schedule a maximum 15-minute recess daily, not in conjunction with lunch.

### 8-2 Duty Free Lunch

All teachers will be given thirty (30) minutes of duty free lunch.

### 8-3 Back to School Nights

**8-3-1** When back to school night is scheduled on an instructional day, school will be a half (1/2) day of student contact time with the other half (1/2) of the day to allow teachers time to prepare and then come back to school for this event. State mandated instructional hours must still be met.

### 8-4 Faculty/Staff Development/Professional Learning Meetings

**8-4-1** One (1) hour per five-day instructional week may be scheduled for building level faculty meetings or building level committee meetings. Every effort will be made to keep these meetings to an hour, but if a meeting exceeds an hour, it is the professional responsibility to stay for the remainder of the meeting when possible. It is suggested that these meetings be held on Tuesdays. Faculty meetings may be held either in the morning or the afternoon based upon a majority vote of the teachers within a building.

**8-4-2** IFEA will be included on each building faculty meeting agenda.

**8-4-3** All staff will be notified of mandatory meetings (including faculty, staff development and professional learning meetings) at least two (2) workdays in advance, except in situations related to health, safety or other emergencies.

## **8-5 Workdays**

### **8-5-1 Professional Learning**

**8-5-1-1** All teachers shall participate in staff-development. The purpose of staff-development is to build capacity with a specified group to meet an identified need within our system. Staff-development can take place during designated staff-development days, weekly faculty meetings, and up to an hour each week during the instructional day as the school schedule allows.

**8-5-1-2** All teachers shall participate in two non-instructional days of professional development. Two days of designated professional development will be included in the 2018-2019 school year. Teachers may participate in professional development outside of the 190-day contract term in lieu of the designated professional development days. Professional development must meet the requirements set forth by the district Professional Development Committee and be the equivalent of two or more days of professional learning.

**8-5-2** Five (5) non-teaching workdays will be scheduled during the school year as follows:

**8-5-2-1** Two workdays will be scheduled prior to the start of the new school year for teachers to prepare.

**8-5-2-2** The third, fourth and fifth workdays will be scheduled to allow teachers time to complete necessary end of course work and submit grades at the end of each trimester.

**8-5-2-3** No scheduled meetings or trainings will occur on these workdays.

## **8-6 Class Size**

**8-6-1** The board, in recognition of the benefits to be gained from reasonable class size, shall make every reasonable effort to distribute the existing student load equitably among the available teaching staff within each building, and keep class size as small as possible.

**8-6-2** It is agreed that within each building, concerted efforts shall be made each spring to maintain equitable class sizes and subgroup distribution within the teacher's schedule and within each department except when configuration is based on an instructional model.

**8-6-3** In those classes where the teacher believes the class size or subgroup distribution is excessive or inequitable, the affected teacher(s) may request a meeting to include the teacher, a Representative Organization representative, the principal and an administrator selected by the Superintendent to discuss the situation and attempt to arrive at an acceptable solution.

**8-6-4** Whenever possible, to meet reasonable class size objectives, overflows will be considered.

**8-6-5** Based on school-wide average class size in grades 1-6 on the third Friday of the first trimester and the second Friday of second and third trimester, an additional instructional support allocation will be given to each school whose school-wide average class size in grades 1 through 3 exceeds 23 students or whose school-wide average class size in grades 4 through 6 exceeds 25 students. Schools that qualify in the second and third trimesters will receive a prorated amount. The amounts allocated will be as follows:

Average Class Size 1-3	Average Class Size 4-6	Allocation
23.1-24	25.1-26	\$3,000
24.1-25	26.1-27	\$6,000
25.1-26	27.1-28	\$9,000
26.1-27	28.1-29	\$12,000
27.1-28	29.1-30	\$15,000
28.1-29	30.1-31	\$18,000

A minimum of 2.5 hours Kindergarten aide support per session will be provided.

**8-7 Positive Work Environment**

**8-7-1** It is critical in establishing a positive work environment in each building that bullying, abuse of social power, and related behaviors not be tolerated.

**8-7-2** Bullying and abuse of social power can include, but is not limited to, the following:

- A clear desire to hurt a person or group
- An imbalance of power
- An unjust use of power
- Hurtful action
- Repetition of inappropriate actions
- Satisfaction for the aggressor
- A sense of being hurt on the part of the target

**8-8 Professional Development Committee**

The Board of Trustees and the Representative Organization for District 91 agree that a “Professional Development Committee” shall be formed for the purpose of developing and implementing supports for faculty to improve student growth and achievement. The Professional Development Committee shall include three (3) members assigned by the Representative Organization President.

**8-9 Leadership Premium Committee**

In accordance with Idaho Code, District 91 will form a committee to identify leadership premium priorities. The committee shall include three (3) members assigned by the Representative Organization President.

**8-10 Technology Advisory Committee**

A joint instructional technology advisory committee will be established. The District technology director will chair this committee. The members of this committee will include a representative

from each school, three of which will be appointed by the President of the Representative Organization, and other district representatives appointed by the superintendent or designee. This committee shall seek input from employees at elementary, middle and secondary schools regarding technology needs and concerns. The function of this committee will be to provide feedback and assist in the development of a district technology plan. This committee shall meet and be provided with an annual report of the revenue and expenditures of the state technology fund.

# ARTICLE 9

## Leave Policy

### 9-1 Leave With Pay

Each teacher covered by this agreement shall be entitled to the following leave time. Notification procedures will be identified at the building level.

#### 9-1-1 Sick Leave

**9-1-1-1** At the beginning of each teacher's contract period, each full-time teacher shall be credited with a set number of sick leave days dependent upon the number of days of his/her contract.

Contract Days	Sick Leave Allocation
161 - 170	12
171 - 180	12.5
181 - 190	13
191 - 200	13.5
201 - 210	14
211 – 220	14.5
221 – 230	15
231 – 240	15.5
241 – 260	16*

\*The maximum allowed per year is 16 days.

Teachers will not have their salaries deducted for use of regular sick leave regardless of the availability of a substitute. Sick Leave shall be granted.

**9-1-1-2** Unused sick leave shall be allowed to be accumulated from year to year to unlimited sick days accumulation.

**9-1-1-3** Sick leave is to be used for absences caused by personal or immediate family illness, accident, injury, preventative treatment, or health assessment.

**9-1-1-4** Under Idaho law, portions of unused sick leave are available as severance allowance upon retirement for the purchase of health, accident, dental and life insurance as listed in Idaho Code Section 33-1228-2.

#### **9-1-1-5 Use of Sick Leave during Pregnancy**

The use of sick leave for maternity-related illness will be treated no differently than any other illness.



**9-1-1-6** The District reserves the right at its own expense of requiring additional medical examination of any person requesting leave under the provision of this section.

**9-1-2 Sick Leave Bank**

**9-1-2-1** Each new teacher of the District will participate in the sick leave bank unless he/she notifies the District office in writing that he/she does not wish to participate. To participate, each employee will 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 fund of sick leave days that will be available to all eligible participating teachers upon recommendation of the *Sick Leave Bank Committee* for the purpose of alleviating the hardship caused by absence from work necessitated by extended or recurring illness extending beyond the employee's accumulated sick leave.

**9-1-2-2** Application for use of the sick bank shall be submitted to the *Sick Leave Bank Committee* for their recommendation. The committee shall review the request and determine the eligibility of the employee. If the committee deems necessary, it shall require proof of illness at the time of application and from time to time after a grant has been made.

**9-1-2-3** The committee shall have the authority to establish such guidelines as it deems necessary to implement this program. Guidelines shall have the approval of the Representative Organization and the Board of Trustees.

**9-1-2-4** After complete review of the application, the committee shall have the authority to make final decisions within the guidelines as to the disposition of the case.

**9-1-2-5** In order for a teacher to be eligible to apply for sick leave benefits from the sick leave bank, the employee must first: (1) be a current contributor to the bank; (2) have been absent from work due to personal illness or accident; and (3) used all his/her current and accumulated sick leave and personal leave days.

**9-1-2-6** 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 sick leave bank member leaving the District or retiring may donate unused sick leave days to the bank.

**9-1-2-7** The maximum number of days that can be granted in any one (1) fiscal year will be the remaining number of days a teacher is scheduled to work under his/her current contract. In no case will the granting of leave cause a teacher to receive more than his/her annual salary for that year.

**9-1-2-8** The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident.

**9-1-2-9** Bank grants to individual teachers will not be carried over from one (1) fiscal year to another; all such grants will end at the termination of the school year. If a teacher does not use all of the days granted by the bank, the unused sick leave days will be returned to the bank. In no case shall a teacher be granted more than a total of 187 days from the sick leave bank for all illnesses or disabilities during a five (5) year period.

**9-1-2-10** The *Sick Leave Bank Committee* shall consist of two (2) members appointed by the Representative Organization and two (2) members appointed by the District. The committee shall develop and distribute rules and procedures for the orderly administration of the bank not inconsistent with the terms of this agreement.

The committee shall be responsible for reporting to the District's accounting office the names of contributors and the number of days contributed. It shall report all days granted by the bank and all other information necessary for the teacher's records.

**9-1-2-11** Applicants will have the option, if the application is approved, of using the days granted or taking a salary reduction equal to the cost of a certificated substitute teacher for the days granted.

The *Sick Leave Bank committee* will provide information to the applicant necessary to calculate the following:

1. Potential cost of decreased accumulated sick leave at retirement.
2. Actual cost of a certificated substitute teacher for the number of days requested.

**9-1-3 Death in the Immediate Family**

Upon notification to the principal or immediate supervisor, up to three (3) days bereavement leave per occasion without loss of pay shall be granted for death in the immediate family of spouse or teacher. Additional days may be granted upon written request to the Superintendent when circumstances require a lengthier absence. In the event of death in other than the immediate family where extenuating circumstances exist, a request should be directed to the Superintendent and said request will thereafter be considered. For the purposes of clarification, the immediate family is defined as including father, mother, husband, wife, children, sister, brother, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, and grandchildren.

**9-1-4 Personal Leave**

Leave for personal reasons will be granted for up to three (3) days per school year.

Any teacher covered by the terms of this agreement will be able to accumulate unused days year to year, up to seven (7) days. If a person has more than four (4) days of unused personal leave at the end of the school year, she/he will be paid for the excess days at the rate of \$65 per day. Days shall be paid in June of the current school year.

Teachers who have been continuously employed with School District #91 for ten (10) years or more will be reimbursed for excess personal leave at the rate of \$130 per day. Teachers

who have been continuously employed with School District #91 for twenty (20) years or more will be reimbursed for excess personal leave at the rate of \$195 per day. Upon separation of employment from the district, teachers will be reimbursed for all unused personal leave as listed above.

Teachers who have used their available personal leave may purchase two (2) additional personal leave days through a salary reduction of \$65 per day by submitting an Extra Personal Leave Purchase Request form.

**9-1-5 Professional Leave**

Professional leave may be requested by any member of the teaching staff for the purpose of attending professional meetings, workshops, conferences or seminars sponsored by an educational agency or organization, interschool or intraschool visitations, or other appropriate activities. Professional leave may be granted to those teachers who wish to participate in such activities, upon submitting a written request through their building principal not less than one (1) week prior to the professional meeting, outlining the purpose and projected cost of the conference.

Teachers will be compensated for professional leave at their regular rate of pay.

**9-1-6 Jury Duty**

Whenever a teacher is called for jury duty which necessitates his/her absence from regularly scheduled duties, said teacher shall lose no salary or benefits.

**9-2 Leave Without Pay**

**A written request must be submitted to the superintendent for any leave without pay. This applies to a request for a single day of leave without pay as well as to extended absences. Leave without pay without approval from the superintendent may be considered a breach of contract.**

Requests for any leave without pay shall set out the anticipated date when the teacher plans on returning to work subject to change.

**9-2-1 Maternity Leave, Paternity Leave and Parental Leave**

**9-2-1-1** A teacher who is expecting to be a parent shall be entitled, upon giving notice as hereinafter provided, to a leave without pay to begin any time after the commencement of the pregnancy and to continue for a period of time up to one (1) year after a child is born. Said teacher shall notify the Superintendent in writing of the desire to take such leave, and except in case of emergency, shall give such notice at least thirty (30) days prior to the date on which the leave is to begin. The teacher shall be permitted to continue in active employment as late into the pregnancy as is desired providing the required contract duties can be performed. A teacher, having taken such leave and requesting to return early to full-time employment, may be denied such full-time employment for the balance of said leave period in those cases where the District has contracted for a replacement for the balance of said leave period.

**9-2-1-2** A teacher adopting an infant child one (1) year of age or less shall be entitled, upon request, to a leave to commence at any time during the first year after receiving de facto custody of said infant child, or prior to receiving such custody if necessary in order to fulfill the requirements for adopting. Leave taken under this

provision shall be for duration and subject to the notices, terms, and conditions as provided under the provisions stated above.

- 9-2-1-3** Requests for a leave of absence will require approval by the Board of Trustees unless the request is based upon a statutory entitlement such as the Family and Medical Leave Act.
- 9-2-1-4** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-1-5** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
- 9-2-1-6** Teachers granted maternity, paternity or parental leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.

## **9-2-2 Medical Leave**

- 9-2-2-1** Medical leave without compensation may be granted by the Superintendent or designee to an employee upon the occurrence of extended personal illness, emotional upset, or illness of any member of his/her immediate family. Medical leave shall not be granted for more than one (1) school year or major portion thereof.
- 9-2-2-2** Requests for a leave of absence will require approval by the Board of Trustees unless the request is based upon a statutory entitlement such as the Family and Medical Leave Act.
- 9-2-2-3** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-2-4** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
- 9-2-2-5** Teachers granted medical leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.

### **9-2-3 Educational Leave**

- 9-2-3-1** A teacher may apply for educational leave after four (4) continuous years of satisfactory service in the District. Educational leave may be granted to individuals to enroll as full-time students at the university level.
- 9-2-3-2** Educational leave will be for the duration of one (1) school year.
- 9-2-3-3** Requests for an educational leave of absence will require approval by the Board of Trustees. The Board reserves the right to limit the number of requests for educational leave which may be granted in a single year.
- 9-2-3-4** Teachers on educational leave shall receive no compensation from the District during the leave.
- 9-2-3-5** Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.
- 9-2-3-6** Teachers granted educational leave shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave, or continuing contract. Educational leave does not count as a year of salary schedule advancement but educational advancement earned during the leave will be recognized.
- 9-2-3-7** Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.

### **9-2-4 Special Leave of Absence**

Teachers may be granted leaves of absence without pay for one (1) year under the following criteria:

1. Teachers must have been a full-time employee of the District for a minimum of eight (8) years.
2. Teachers may only utilize this leave one (1) time during their career with the District.
3. Granting such leave is contingent upon the District's ability to employ a qualified replacement. Requests for a special leave of absence will require approval by the Board of Trustees. The Board reserves the right to limit the number of requests for a special leave of absence which may be granted in a single year.
4. Upon return, the teacher will be assigned to the same position with the District, unless the position has been eliminated by the District or unless the position has been filled by a teacher with seniority greater than the returning teacher. The

returning teacher may then accept a transfer within the District to any similar position, if the more senior teacher does not wish to accept a transfer.

5. Teachers granted a special leave of absence shall not have their status changed or reduced in regard to placement on the salary schedule, accumulated sick leave or continuing contract.
6. Insurance benefits may be retained by the teacher on leave by assuming the cost of the premiums.
7. Teachers must apply for leave under this provision no later than March 15 of each year.

# **Article 10**

## **Negotiations**

### **10-1 Initiating Negotiations**

**10-1-1** Negotiations will begin annually at the conclusion of the legislative session or such later date as the parties may mutually agree. Negotiations will be conducted at times and places mutually agreeable to the negotiators named by each party.

**10-1-2** The Board and the Representative Organization agree to negotiate in accordance with Idaho Code. It is understood that the management and control of the District, its equipment and supplies, the assignments and responsibility of teachers, rest exclusively with the Board of Trustees. Once the agenda has been mutually determined, no new items will be negotiated until a new agenda is determined at the beginning of the next annual negotiation session. Nothing herein shall preclude consideration of proposals of the Insurance Committee after the agenda has been determined.

### **10-2 Conducting Negotiations**

**10-2-1** The Board and the Representative Organization agree to negotiate in good faith as defined by Idaho Code. Counsel may be sought by the respective negotiating teams during negotiations in an effort to reach agreement. It is understood by both parties to this agreement that annual negotiations will proceed expeditiously and without delay at the conclusion of the current year's legislative session.

**10-2-1-1** Upon the issuance of proposed contracts for the next ensuing year, said contracts shall include any salary increases resulting from education allocations through an official transcript in accordance with Idaho Code. Evidence of training must be provided to the District office at least one week prior to issuance of contracts to be included on the contract. For that training not reported prior to the issuance of the contract, it must be reported not later than September 15 to be included for that school year. It is the duty of each teacher to file official transcripts with the District Office prior to September 15<sup>th</sup> of each year for all training received by the teacher regardless of whether the training satisfies the requirements for an education allocation on the salary schedule. This deadline may be extended by the Superintendent in cases of extenuating circumstances.

**10-2-1-2** Representative Organization and the Board will direct their efforts and move in a positive manner to maintain good faith as defined by Idaho Code on the part of their members and negotiating teams.

**10-2-2** The Representative Organization's designee(s) and the Superintendent or his/her designee(s) may review preliminary budgetary information affecting revenue and expenditures as soon as they are available for the ensuing year.

**10-2-2-1** A joint Budget Committee will be established. This committee shall consist of three (3) teachers appointed by the Representative Organization President, three (3)

administrators appointed by the Superintendent, and one (1) board member. This committee shall convene no later than April 1 and shall report recommendations to the negotiating teams no later than April 30, or when the teams have convened.

- 10-2-2-2** The purpose of the budget committee is to recommend budget priorities to the Board, administration and negotiation teams on an annual basis.
- 10-2-2-3** During negotiations, the Board and the Representative Organization teams will present relevant data, exchange points of view, and make proposals and counterproposals. The respective teams will endeavor to reflect the position of Board and the Representative Organization. Upon request of either party, the other will make copies of data upon which the proposals are based available for inspection.
- 10-2-2-4** Whenever possible, negotiations should be conducted outside of school hours. However, if negotiations are scheduled during the school day, negotiators for the Representative Organization shall be released from their regular duties with one-half (1/2) the cost of substitute(s) pay being reimbursed to the School District by the Representative Organization. Qualified substitute teachers will be provided by Idaho Falls School District No. 91.
- 10-2-2-5** At the first negotiating meeting, the Representative Organization and the Board's designee(s) shall exchange their proposals simultaneously prior to any discussion or caucus. New proposals may be introduced only by mutual consent.
- 10-2-2-6** Negotiations between the Board and the Representative Organization shall take place in open sessions.

### **10-3 Adopting and Amending Agreements**

- 10-3-1** Any agreements reached through the aforementioned procedure shall be reduced to writing and if approved by the Board and the Representative Organization, shall be signed by the properly designated officers of the Board and Representative Organization. Such agreements, once signed, shall become binding upon both parties during the term of the agreement unless in conflict with Idaho Code.

### **10-4 Mediation**

- 10-4-1** If the negotiations described above have not resolved the issues after a reasonable period of negotiations, either party may request that the issues in dispute be submitted to mediation. The Board and Representative Organization will attempt to reach mutual agreement upon a mediator. In the event the parties cannot agree upon the designation of a mediator, either party may request the mediator be appointed through the Federal Mediation and Conciliation Service.
- 10-4-2** The format, dates and times of meetings will be arranged by the mediator.
- 10-4-3** Costs of the mediator, if any, and actual and necessary travel expenses shall be equally assumed by both parties.



# ARTICLE 11

## Fringe Benefits

### 11-1 Fringe Benefits

**11-1-1** Effective September 1, 2019 through August 31, 2020 the Board agrees to pay the premiums for each teacher's individual health insurance through Blue Cross of Idaho at the district's 2018-2019 share plus up to 5%, dental insurance through Delta Dental at the district's 2018-2019 share plus up to 5% or Willamette Dental at the district's 2018-2019 share plus up to 5%, and term life insurance through Unum at the district's 2018-2019 rate on a prorated basis determined by the teacher's FTE with a maximum benefit of no more than the district's share of the individual premium. A teacher must have a minimum of a .75 FTE contract to be eligible for insurance coverage.

The life insurance benefit will be for the sum of \$50,000. The specific plan recommendation will be developed by the Insurance Committee and presented to the Joint Negotiation Teams for approval.

**11-1-2** To obtain payroll deductions for insurance, the company and its program must be approved by the Insurance Committee. This approval must be granted prior to approaching employees within the District.

**11-1-3** Any change in the benefits or carrier shall be mutually agreed to by the Board and the Representative Organization. Upon request of either party, the insurance coverage shall be evaluated and, if desirable, the Board shall submit the coverage to bids from other companies.

**11-1-4** An Insurance Committee shall be established as a permanent standing committee, whose purpose is to evaluate insurance programs and companies. The committee will consist of three (3) teachers (appointed by the Representative Organization), and one (1) classified employee, one (1) central administrator, and two (2) building administrators.

**11-1-4-1** The responsibilities of the committee will be to:

1. Review and evaluate medical, dental, and life insurance programs and companies.
2. Make recommendations to the negotiating teams and Board of Trustees for employee medical, dental, and life insurance.

**11-1-4-2** Committee Procedures:

- As soon as necessary information is made available, the committee will meet to begin the annual insurance process.
- Subsequent meetings will be scheduled as insurance renewal and/or quotes are available.
- Except in extraordinary circumstances, the committee should be prepared to make its recommendations to the negotiating teams and Board of Trustees by April 30.

**11-2 Credit Reimbursement**

The district will reimburse employees for three (3) credits during the five (5) year period prior to each re-certification. The reimbursement per credit will not exceed the current rate for an ISU graduate credit.

**11-3 Activity Pass**

Teachers will receive a District activity pass each year. The pass will allow the teacher and guest to attend District activities at no cost.

# ARTICLE 12

## Extracurricular Activities

### 12-1 Extracurricular Stipend Schedule for: 2019-2020

#### 12-1-1 High School Activities 2019-2020

Stipend Schedule for 2019-2020

Base = \$32,669

HIGH SCHOOL

Experience Steps

Extra-curricular	Position	Stip #	%	1	2	3	4	5	6	7
Baseball	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	3	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Basketball-Boys	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	5	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Basketball - Girls	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	5	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Cheerleader	Chair	2	18.0	\$5,880	\$6,116	\$6,351	\$6,586	\$6,821	\$7,057	\$7,293
	Assist	2	7.5	\$2,449	\$2,548	\$2,646	\$2,743	\$2,843	\$2,941	\$3,038
Cross Country	Chair	2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
	Assist	2	5.0	\$1,633	\$1,700	\$1,765	\$1,828	\$1,894	\$1,958	\$2,026
Football	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	16	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Golf	Chair	2	7.0	\$2,287	\$2,377	\$2,469	\$2,561	\$2,653	\$2,742	\$2,838
	Assist	1	5.0	\$1,633	\$1,700	\$1,765	\$1,828	\$1,894	\$1,958	\$2,026
Scholastic Team	Advisor	3	5.0	\$1,633	\$1,700	\$1,765	\$1,828	\$1,894	\$1,958	\$2,026
Soccer - Boys	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Soccer - Girls	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Softball	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	3	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Swimming	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Tennis	Chair	2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
	Assist	2	5.0	\$1,633	\$1,700	\$1,765	\$1,828	\$1,894	\$1,958	\$2,026
Track	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	8	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Volleyball	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	5	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Wrestling	Chair	2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
	Assist	2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645

## HIGH SCHOOL

## Experience Steps

Co-curricular	Position	Stip #	%	1	2	3	4	5	6	7
Band		2	13.5	\$4,409	\$4,587	\$4,761	\$4,939	\$5,115	\$5,291	\$5,467
Band - Summer		2	2.0	\$652	\$678	\$707	\$731	\$758	\$784	\$810
Debate	Advisor	2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
	Assist	1	7.0	\$2,287	\$2,377	\$2,469	\$2,561	\$2,653	\$2,742	\$2,838
Drama		3	7.0	\$2,287	\$2,377	\$2,469	\$2,561	\$2,653	\$2,742	\$2,838
Newspaper		2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Student Gov't		2.5	11.0	\$3,592	\$3,736	\$3,880	\$4,023	\$4,168	\$4,311	\$4,454
Vocal		2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645
Yearbook		3	11.0	\$3,592	\$3,736	\$3,880	\$4,023	\$4,168	\$4,311	\$4,454

**12-1-2 Middle School Activities 2019-2020**

**Base = \$32,669**

**MIDDLE SCHOOL**

**Experience Steps**

<b>Extra Curricular</b>	<b>Position</b>	<b>Stip #</b>	<b>%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Basketball - Boys	Coach	4		\$1,655	\$1,722	\$1,787	\$1,854	\$1,920	\$1,987	\$2,053
Basketball - Girls	Coach	4		\$1,655	\$1,722	\$1,787	\$1,854	\$1,920	\$1,987	\$2,053
Cheerleader	Coach	4		\$1,655	\$1,722	\$1,787	\$1,854	\$1,920	\$1,987	\$2,053
Cross Country	Coach	2		\$1,655	\$1,722	\$1,787	\$1,854	\$1,920	\$1,987	\$2,053
	Assist	2		\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380	\$1,380
Track	Coach	2		\$1,655	\$1,722	\$1,787	\$1,854	\$1,920	\$1,987	\$2,053
	Assist	6		\$1,380	\$1,435	\$1,490	\$1,546	\$1,601	\$1,655	\$1,711
Volleyball	Coach	4		\$1,655	\$1,722	\$1,787	\$1,854	\$1,920	\$1,987	\$2,053
#Wrestling	Coach	2		\$1,655	\$1,722	\$1,787	\$1,854	\$1,920	\$1,987	\$2,053

Math Counts	Advisor	2	1.5	\$490	\$508	\$529	\$549	\$567	\$587	\$605
M S Events Coord		2		\$1,655						
Student Gov't		2	4.5	\$1,473	\$1,529	\$1,588	\$1,646	\$1,706	\$1,765	\$1,822

<b>Co-curricular</b>	<b>Position</b>	<b>Stip #</b>	<b>%</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>
Band		2	4.5	\$1,473	\$1,529	\$1,588	\$1,646	\$1,706	\$1,765	\$1,822
Orchestra		2	4.5	\$1,473	\$1,529	\$1,588	\$1,646	\$1,706	\$1,765	\$1,822
Speech Drama		2	4.5	\$1,473	\$1,529	\$1,588	\$1,646	\$1,706	\$1,765	\$1,822
Stage Manager		2	2.0	\$652	\$678	\$707	\$731	\$759	\$783	\$810
Vocal		2	4.5	\$1,473	\$1,529	\$1,588	\$1,646	\$1,706	\$1,765	\$1,822
Yearbook		2	9.0	\$2,939	\$3,058	\$3,173	\$3,294	\$3,411	\$3,528	\$3,645

# The addition of an assistant coach is dependent on the number of participants.

**12-1-3 District Level Stipends 2019-2020**

**Base = \$32,669**

Experience Steps

Fixed Rates

	Pos.	No.	%		Amount
District	{People}				
Dist. Music-Discretionary		1	3.725		\$1,216

The stipend shall be paid only for the position it supports, and if not used, it will not be transferable for other uses.

If a stipend is paid for a position, *e.g.*, music, that does not consume a full day, a second stipend for a similar assignment in another building(s) will be paid at one-half (½) rate.

Two (2) stipends for the same activity will not be paid to one (1) person, *e.g.*, one (1) teacher who does both the Chair coach and assistant coach position. The following guidelines manage placement on the stipend schedule:

1. Position and allowable experience will be the factors in determining the exact placement on the stipend schedule.
2. If an assistant coach moves to a Chair coach in the same sport, he/she will be placed one (1) step less on the Chair coach schedule than he/she was on the assistant schedule.
3. If an assistant coach moves to the Chair coach of another sport, entry will be at the beginning of the stipend schedule.
4. Experienced coaches entering District 91 will not be entered any higher than the third step on the stipend schedule. Their experience must be in the sport they are going to coach.
5. For implementation purposes, individuals presently receiving stipends will receive a percent no less than was assigned last year.
6. The percentages listed on the Stipend Schedule are percentages of \$32,669. The steps on the Stipend Schedule are four percent (4%) additive.

To insure the safety of participants, a school administrator or coach may, at his/her discretion, request an assistant coach position where the number of participants warrants such increase. Any stipends assigned by the administration during the school year in accordance with this provision will be communicated to the President of the Representative Organization and will be reviewed by the negotiation teams.

**12-1-4 Extracurricular Assignments**

Teachers who are contracted for an extracurricular activity will utilize the State of Idaho Supplemental Contract form.

All teachers assigned to an extra-pay position will be placed at the correct position on the extra-pay schedule.

If two (2) or more teachers agree to work a position rated for a single individual and this is approved by the administration, the stipend will be split in a manner agreeable to the teachers involved.

Teachers will be given priority for extra-pay positions. When qualified volunteers are not available, positions may be filled with non-staff members. Non-staff members may not receive more than the stated stipend.

The stipend is to be paid in addition to the teacher's contracted salary. The schedule for extra-pay stipends is made a part of this agreement.

A coach may be granted maternity/paternity leave for one (1) year from extracurricular assignment. This leave is independent of a maternity/paternity leave from a teaching assignment.

**12-1-4-1** An Extracurricular Stipend Committee shall be established. The committee shall consist of two high school and two middle school teachers appointed by the President of the Representative Organization and two (2) administrators appointed by the Superintendent or his designee.

The responsibilities of the committee shall be to:

1. Review each extracurricular assignment.
2. Recommend additions to or deletions from the pay schedule to the parties.
3. Advise the parties on matters concerning extracurricular pay.
4. Review the stipend job descriptions to ensure expectations are clear.
5. Review the band stipend to determine if it should be divided into a base stipend with optional components.

**12-1-4-2** The Extracurricular Stipend Committee will report to the negotiation team.

# ARTICLE 13

## Salary Schedule

### Idaho Falls School District No. 91 Teachers' Schedule of Contract Benefits for 2019-2020

Contract Days: 190

#### 13-1 Incoming Experience

**For teachers with no experience prior to 2016-2017:** A teacher with no previous experience will be placed on Rung A. Teachers with one year of experience will be placed on rung B. Teachers with two years of experience will be placed on rung C. Teachers with 3 years of experience will be placed on rung D. The Idaho State Department of Education rules will be used to determine years of experience.

**For teachers with experience prior to 2016-2017:** Experienced teachers will be placed on the 2015-2016 Idaho Falls School District 91 salary schedule based on their education and experience on September 15, 2015. Using the crosswalk for that cell, the teacher will then be placed on the Idaho Falls School District 91 Career Ladder as per the following chart.



Idaho Falls School District 91 Schedule of Teacher Contract Benefits 2015-2016							
STEP	BA	BA 12	BA 24	BA 36/MA	BA 48/MA 12	BA 60/MA 24	MA 36/EDS/PHD
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							

DID NOT TEACH FT SINCE 2015-2016	TAUGHT FT FOR ONE YEAR SINCE 2015-2016	TAUGHT FT FOR TWO YEARS SINCE 2015-2016	TAUGHT FT FOR THREE YEARS SINCE 2015-2016
B	C	D	E
C	D	E	F
D	E	F	G
E	F	G	H
F	G	H	I
G	H	I	J
H	I	J	K
I	J	K	L
J	K	L	M
K	L	M	N
L	M	N	O
M	N	O	P
N	O	P	P
O	P	P	P
P	P	P	P

Once a teacher's experience rung placement is determined, that teacher will receive one rung advancement for each year the teacher worked a .50 FTE or greater contract for a full year or a 1.00 FTE contract for fifty percent or more of the school year.

**13-2 Salary Schedule**

Though the length and dates of the school year are not subject matters specifically delineated by statute as subject matter for negotiation, the below negotiated salary schedule for the 2019-2020 school year is based upon a determination by the District’s Board of Trustees that the 2019-2020 school year includes 190 contract days for teachers.

The determination of the length and makeup of the school year is a matter left to the sole discretion of the District’s Board.

These facts have been included in the 2019-2020 Negotiated Agreement solely for informational purposes and to allow the school’s certificated teachers to calculate their daily rate of compensation. By inclusion of this information in this Agreement, the District represents that this has not been negotiated with the representative organization nor does the District Board concede or consent that this is a lawful or appropriate subject matter for negotiation at this time or in negotiations for any future school year.

**13-3**

Idaho Falls School District 91  
Career Ladder Contract Benefits 2019-2020  
Contract Days: 190 Minimum Salary: \$38,500

<b>Rung</b>	<b>Bachelors</b>	<b>Bachelors + 24</b>	<b>Masters</b>
A	\$38,500	\$40,500	\$42,000
B	\$39,000	\$41,000	\$42,500
C	\$39,500	\$41,500	\$43,000
D	\$42,500	\$44,500	\$46,000
E	\$43,500	\$45,500	\$47,000
F	\$45,300	\$47,300	\$48,800
G	\$46,500	\$48,500	\$50,000
H	\$48,500	\$50,500	\$52,000
I	\$50,000	\$52,000	\$53,500
J	\$51,700	\$53,700	\$55,200
K	\$53,700	\$55,700	\$57,200
L	\$55,800	\$57,800	\$59,300
M	\$57,500	\$59,500	\$61,000
N	\$58,800	\$60,800	\$62,300
O	\$60,500	\$62,500	\$64,000
P	\$62,000	\$64,000	\$65,500

\*Due to the state legislative mandate requiring districts to fund minimum salary for the 2019-2020 school year, all full-time certified employees on rungs A through O will receive a minimum salary increase of \$2500 over their 2018-19 salary. Any certified employee on the pay schedule rungs A through O whose increase is less than \$2500 will receive a one-time payment in the June 2020 paycheck for the amount stated in the table below to reach the \$2500 minimum.

BA-0	One Time Payment	BA-24	One Time Payment	MA-0	One Time Payment
C	350	K	100	M	100
G	100	M	400	N	100
I	400	N	400	O	100
J	395	O	400		

\*Employees who were on rung P during the 2018-2019 school year will receive a \$1,000.00 stipend for the 2019-2020 school year.

No teacher shall be paid less than the state mandated minimum salary. Placement on the schedule is governed by the following criteria:

- a. Evidence of training and experience that must be provided by the individual.
- b. Change in status must include an official transcript and be filed with the District Office not later than the 15th of September of the year in which the change is to be effective.
- c. Retroactive payment will be made.
- d. Advancement beyond the BA column is dependent upon semester hours earned after becoming certified.
- e. All credits for the education allocation and all degrees must be in a relevant content area or pedagogy as determined by the state.
- f. For pay purposes only, this schedule does not apply to teachers who provide services such as Emerson High School and in-service. Emerson High School teachers employed on a single class basis will receive a stipend equivalent to 1/15<sup>th</sup> of the minimum salary, per class.

The above schedules are based on a 190-day contract including five (5) paid holidays. Employees covered by this agreement who are required to spend more than 190 days at their assignment shall have their contract benefits augmented at the rate of 1/190<sup>th</sup> of their regular contract benefit for each additional day beyond 190. Teachers who are assigned to teach a

fraction of the regular scheduled teaching day, and who are not otherwise compensated for the additional period through an extended contract or on the stipend schedule, will be paid the appropriate fraction of their teaching day of their base contract benefit.

Education allocation lanes are based on credits earned after certification. Due to the addition of the requirement that only credits earned after certification are counted, some teachers with more than three years of experience may have been placed on bachelor's plus 24 or greater in 2015-2016 and did not qualify for an education allocation. The district will hold the teachers harmless for one year for each six (6) credits needed to accumulate at least 24 credits.

**13-3-1** Certified staff who are compensated at an hourly rate for supervisory duties will be compensated at a rate of twenty-five (25) dollars an hour. Certified staff who are compensated at an hourly rate for direct instruction or curriculum work will be compensated at a rate of thirty (30) dollars an hour.

## Appendix A

### Invoice for Representative Organization President Leave

The total cost to the District for all salary and associated benefits shall not exceed \$2,600 annually.

Date	Name of Sub or Aide	Service Utilized (Sub or Aide)	Hours or Days	Public Purpose of Activity	Hourly/Daily Rate <i>(Payroll Use Only)</i>	Amount of Payment <i>(Payroll Use Only)</i>

**TOTAL:** \_\_\_\_\_

\_\_\_\_\_  
**IFEA PRESIDENT SIGNATURE**

\_\_\_\_\_  
**DATE**

*This invoice is due on or before the first Wednesday of each month.*

# Memorandum 1

## One-Time Payment

### MEMORANDUM OF UNDERSTANDING

Effective Dates: July 1, 2019 through June 30, 2020

Each full-time employee will receive a \$500.00 one-time payment in the November 2019 paycheck.

## Idaho Falls School District 91 - Insurance Committee

April 2019

To: District Joint Negotiating Team

RE: Insurance Committee Recommendation for 2019-2020

The Insurance Committee has completed their work for the year and would like to make the following recommendations:

Medical Insurance: The committee recommends the renewal of the Blue Cross policy with a 6.45% increase. With the district paying 5% of the increase, the individual employee cost will be \$26.24 per month. The insurance committee recommends the district continue to offer the HSA eligible plan. With the district paying 5% of the increase, the individual employee cost will be \$5.09 per month. Coverage would be prorated based on FTE or hours.

Blue Cross	Current Premium	New Monthly Premium	Employee Cost	HSA Option	Employee Cost
Individual	\$604.30	\$643.20	\$26.24	\$622.05	\$5.09
2 Party (Self & Spouse)	\$1,327.95	\$1,413.90	\$796.94	\$1,367.85	\$750.89
2 Party No Spouse (Self & 1 Child)	\$931.25	\$991.40	\$374.44	\$961.05	\$344.09
Family No Spouse (Self & 2 or more Children)	\$1,081.55	\$1,151.50	\$534.54	\$1,115.15	\$498.19
Family	\$1,538.40	\$1,638.00	\$1,021.04	\$1,583.55	\$966.59

Dental Insurance: The committee recommends the district accepts the Delta Dental renewal at no change to the current rate. The committee also recommends the district accepts the Willamette Dental renewal with a 9.89% increase. With the district paying 5% of the increase, the individual employee cost will be \$2.00 per month.

Delta Dental	Total Delta Dental Monthly Premium	Employee Cost with Delta	Willamette	Total Willamette Monthly Premium	Employee Cost with Willamette
Individual	\$34.75	\$.00	Individual	\$45.05	\$2.00
2 Party	\$72.86	\$38.11	2 Party (Self & Spouse)	\$90.05	\$47.00
Employee + child/children	N/A	N/A	Employee + child/children	\$89.20	\$46.15
Family	\$111.83	\$77.08	Family	\$138.30	\$95.25

The committee recommends the district accepts:

- Unum's renewal at no change to the current rate.

- Teledoc's renewal at no change to the current rate.
- Section 125 Flex Plan and the Section 125 Premium Only Plan.
- Voluntary Avesis Vision Plan renewal at a 4% increase.