

**AGREEMENT**

between the

**LEWISTON EDUCATION ASSOCIATION**

an affiliate of the

Idaho Education Association

and the

National Education Association

and the

**BOARD OF DIRECTORS**

**INDEPENDENT SCHOOL DISTRICT NO. 1**

LEWISTON, IDAHO

**July 1, 2019 – June 30, 2020**

## TABLE OF CONTENTS

ARTICLE I	DEFINITIONS	
1.1	Definition of Terms.....	1
ARTICLE II	RECOGNITION	
2.1	Association Recognition.....	2
2.2	Challenges to Association Representation.....	2
ARTICLE III	NEGOTIATION PROCEDURES	
3.1	Good Faith Negotiations.....	3
3.2	Membership.....	3
3.3	Negotiation Processes.....	3-4
ARTICLE IV	LEAVES	
4.1	Sick Leave.....	5
4.2	Sick Leave Bank.....	5-6
4.3	Bereavement Leave.....	7
4.4	Parent Leave.....	7
4.5	Civic Duty Leave.....	7
4.6	Personal Leave.....	7
4.7	Professional Leave.....	8
4.8	Association Leave.....	8
4.9	Additional Leave Regulations.....	8-9
ARTICLE V	PROFESSIONAL COMPENSATION	
5.1	Salary Schedule .....	10-11
5.2	Activity and Extra Pay Schedules.....	11-17
5.3	School Psychologists.....	17
5.4	Recognition for Additional Preparation.....	17
5.5	Part-Time Contracts.....	17
5.6	Committee Allowance.....	17
ARTICLE VI	INSURANCE PROVISIONS AND OTHER FRINGE BENEFITS	
6.1	Health Insurance.....	18
6.2	Dental Insurance.....	18
6.3	Optical Insurance.....	18
6.4	Payment of Premium.....	18
6.5	Section 125 Full Flex Plan.....	18
6.6	Life Insurance.....	18
6.7	Long-Term Disability Insurance.....	19
6.8	Liability Insurance.....	19
6.9	Insurance Committee.....	19
6.10	Workers' Compensation.....	19
6.11	Retirement.....	19
ARTICLE VII	GENERAL PROVISIONS	
7.1	Non-Discrimination.....	20
7.2	Appearances before the Board.....	20
7.3	Parental Complaint.....	20
7.4	Duty Free Lunch.....	20
7.5	Communication.....	21
7.6	Professional Employee Rights.....	21

ARTICLE VIII	GRIEVANCE PROCEDURES	
8.1	Definition of Terms.....	22
8.2	Purpose.....	22
8.3	Representation.....	22-23
8.4	Conditions.....	23
8.5	Procedures.....	23-24
8.6	Grievance Investigation.....	24
8.7	Withdrawal of Grievance.....	24
8.8	Grievance Files.....	24
ARTICLE IX	TRANSFERS	
9.1	Transfers.....	25-27
ARTICLE X	PROFESSIONAL DEVELOPMENT REIMBURSEMENT FOR CREDIT	
10.1	Reimbursement for Costs.....	28
ARTICLE XI	SAVINGS CLAUSE	
11.1	Severability.....	29
ARTICLE XII	EFFECT OF AGREEMENT	
12.1	Duration.....	30
12.2	Changes in Agreement.....	30
12.3	Agreement.....	30
APPENDIX A	APPLICATION FOR SICK LEAVE BANK FORM.....	31
APPENDIX B	REQUEST FOR ASSOCIATION LEAVE.....	32
APPENDIX C	SECTION 125 FLEXIBLE BENEFITS PLAN.....	33-38
APPENDIX D	GRIEVANCE FORMS.....	39-42
APPENDIX E	APPLICATION FOR TRANSFER FORMS.....	43-46

**ARTICLE I**  
**DEFINITIONS**

1.1 Definition of Terms

As used in the Agreement, the following terms will have the meaning as designated:

"Agreement" is all or any part of this document.

"Association" is the Lewiston Education Association.

"District" is the Independent School District No. 1, Lewiston, Idaho.

"Board" is the Board of Directors of the Independent School District No. 1, Lewiston, Idaho.

"Parties" are the Association and its representatives and the Board and its representatives.

"Professional Employees" are all employed certificated personnel whose employment is contingent on a teaching certificate, except for the superintendent, assistant superintendent, principals, assistant principals, supervisors and directors.

"Certificated Personnel" are those persons holding certificates issued by the State Department of Education employed within that capacity.

"Representative" is the individual or individuals selected to negotiate for the Professional Employees, shall be a member of the organization designated to represent the Professional Employees, and shall be a professional employee of the local school district.

However, in the event the Board of Directors chooses to designate any individual(s) other than the Superintendent or board member(s) of the District as its representative(s) for negotiations, the local educational organization may designate any individual(s) of its choosing to act as its representative(s) for negotiations.

"Itinerant Personnel" are all Professional Employees who serve two or more buildings.

**ARTICLE II**  
**RECOGNITION**

2.1 Association Recognition

The Board recognizes the Association's status as the sole and exclusive Representative for all Professional Employees.

2.2 Challenges to Association Representation

1. Either Party may, on or before November 1st of each contract year, demand that an election be held by secret ballot to determine if the Professional Employees desire to:
  - a. Continue to be represented by the Association
  - b. Be represented by another organization or organizations to be named on the ballot
  - c. Have no organizational affiliation for representation
2. A third party may demand an election under the provisions of Article II, Item 2.2.1 when a petition is presented to both Parties bearing the signatures of at least thirty percent (30%) of all Professional Employees.
3. Any such election shall be administered by a mutually agreed to third person(s). The person(s) will not be affiliated with either the Association or the District.

**ARTICLE III**  
**NEGOTIATION PROCEDURES**

3.1 Good Faith Negotiations

The Parties agree that their representatives shall meet and negotiate in good faith, pursuant to the provisions and process identified in the Idaho Code.

3.2 Membership

1. The Negotiation Teams for the Association and the Board may include up to five (5) members. The Association Team members must be Professional Certificated Employees under contract to the District. The Board Team members must be elected directors of the District and may include the Superintendent. In the event the Board chooses to designate any individual(s) other than the Superintendent or directors as its representative(s) for negotiations, the Association may designate any individual(s) to act as its representative(s) in harmony with Idaho Code 33-1273.
2. Any person may be called to present information or testimony during negotiation procedures by either party if both Negotiation Teams agree.

3.3 Negotiation Processes

1. Negotiations shall be held in open session.
2. Request for commencement of negotiations shall conform to the process and procedures established in the Idaho Code.
3. During such negotiation, the Board and the Association will present relevant data, exchange points of view and make proposals and counter proposals. The Board will also make available to the Association all pertinent public records, data and such information of the District for developing intelligent, feasible and constructive proposals on behalf of the Professional Employees, students and the school system.
4. Accurate records or minutes shall be kept (in accordance with Idaho Code 33-1271) and shall be available for public inspection at the Central Services Office during normal business hours.
5. The times for negotiation sessions shall be determined by the Negotiation Teams.
6. The agenda shall be mutually agreed to by both Teams, then prepared by the Superintendent, and shall contain the items agreed to by the Negotiation Teams.
7. The negotiation sessions will be informal unless the Negotiation Teams for both Parties decide on specific procedures.
8. Tentative agreements reached shall be reduced to writing and signed by the chief negotiator for each Team, and will be available for the Negotiation Teams on or before the next scheduled meeting.
9. When a negotiation packet is agreed to by the Negotiation Teams, it shall be submitted for ratification to the Board and the Association within the timeline established by the Idaho Code. When approved by both Parties, it shall be signed by their respective officers and shall also be entered into the official minutes.

10. Master Agreement Copy

Upon request, professional employees will receive a printed copy of the Master Agreement and the District Directory. The Master Agreement will also be available to Professional Employees on the district website at

<http://www.lewistonschools.net/contractsagreements/>

## ARTICLE IV

### LEAVES

All leave allowance will be determined in proportion to the professional employee's contracted Full Time Equivalency (FTE).

#### 4.1 Sick Leave

1. Professional Employees will be allowed sick leave for personal or for family illness at a rate of twelve (12) days per year.
2. Professional Employees may accumulate an unlimited number of sick leave days.
3. To better assist Professional Employees in addressing health concerns causing a short-term absence of 75 minutes or less, the employee may provide for coverage of class and assigned duties through collaboration with other appropriate certificated staff members. No sick leave will be deducted if a substitute is not called to cover any part of the short-term absence.
4. Any claim for lost time because of personal illness or family illness shall be approved by the building principal and a doctor's certificate may be required at the option of the District.
5. Up to ten (10) weeks of accumulated sick leave may be used from the date of birth of a child for the recovery of the mother. Sick leave in excess of ten (10) weeks will require a doctor's certificate.
6. Up to ten (10) weeks of accumulated sick leave may be used for the adoption of a child. The ten (10) weeks must be taken within twelve (12) consecutive weeks from the first day of granted leave.
7. An employee shall be entitled to a total of twelve (12) weeks unpaid leave because of the birth of a child of the employee, in order to care for the child, or because of the placement of a child for adoption or foster care.

#### 4.2 Sick Leave Bank

1. Each Professional Employee of the District covered by the contract with the Association may participate in the Sick Leave Bank. To begin participation in any school year, a Professional Employee shall, prior to September 15, or within fifteen (15) days after signing a contract if not an employee by September 15 (hereafter described as "enrollment period"), contribute two (2) sick leave days. Each time the Sick Leave Bank falls below one hundred eighty (180) days, every participating member shall be assessed one (1) additional sick leave day. Sick leave days thus contributed shall be deducted from the individual's accumulated sick leave. The contributed sick leave days shall form a bank of sick leave days which will be available to all participating Professional Employees for absence from work necessitated by prolonged or recurring illness of the Professional Employee extending beyond the employee's available leave, as set out below. Eligible employees electing not to join during the initial enrollment period must wait until the enrollment period of the following year.
2. A Committee, including three (3) Professional Employees selected by the LEA and



three (3) administrators selected by the Superintendent, establish such procedures necessary to implement and operate the Sick Leave Bank.

3. Application for use of the Sick Leave Bank shall be submitted to the Committee, which shall review the request and determine the eligibility of the Professional Employee. Proof of illness may be required at the time of application and from time to time after a grant has been made.
4. To be eligible for sick leave benefits from the Sick Leave Bank, the Professional Employee must:
  - (1) be a current Sick Leave Bank member and contributor to the Sick Leave Bank,
  - (2) have been absent from work due to accident or illness of the Professional Employee,
  - (3) have used all his/her accumulated sick leave days and personal leave days, and
  - (4) had two (2) days after exhaustion of accumulated sick leave and personal leave where his/her salary was reduced in full.

Application must be on the form provided in the Appendix within fifteen (15) days of the depletion of sick leave. After complete review of the application, the Committee shall have the authority within the procedures to make final decisions as to the disposition of the case. The decision of the Committee will be implemented contingent upon compliance with the law. Notification of the decision will be given to the Professional Employee, in writing, within a timely manner from the date of application. If the employee is incapacitated to such an extent that he/she cannot personally apply for a grant, the employee's immediate supervisor, next of kin, or representative may apply for the employee.

5. The maximum number of days which may be granted in any one (1) school year will be either the remaining number of days a Professional Employee is scheduled to work or the number of days until the employee becomes eligible for long-term disability insurance payments, whichever is smaller. Any Professional Employee requesting days from the Sick Leave Bank must apply for disability benefits when eligible as defined by the qualifying period. No days, or partial days, will be granted to the Professional Employee from the Sick Leave Bank for any days for which the Professional Employee receives disability payments. Determination of disability benefits will be the responsibility of the insurance carrier. An employee shall not receive more than his/her contracted salary for that year.
6. Within any five (5) year period, the number of days granted to a Professional Employee from the Sick Leave Bank will not exceed one hundred ninety (190) days.
7. Sick Leave Bank grants will terminate at the end of the school year. If a Professional Employee does not use all of the days granted by the Sick Leave Bank, the unused sick leave days will be returned to the Sick Leave Bank. A Sick Leave Bank member may withdraw his/her membership, at any time, by submitting a written request to the Committee. A member may not withdraw those days of sick leave already contributed to the Sick Leave Bank. The days remain the property of the Sick Leave Bank and cannot be transferred if a Professional Employee leaves the District or chooses to drop membership in the Sick Leave Bank.

#### 4.3 Bereavement Leave

Professional Employees will be allowed bereavement leave for the following reasons:

1. Up to five (5) days leave per occurrence with full pay will be allowed when there is a death in the family.
2. One (1) day leave per year with full pay will be allowed for a Professional Employee to attend a memorial service in the case of the death of a close friend.
3. Bereavement leave must be used within ten (10) days of a death within the family, except in special circumstances with prior written authorization by the Superintendent or his/her designee.

#### 4.4 Parent Leave

The parent of a newborn or adopted child may take three (3) days leave within ten (10) days of the birth or reception of the adopted child. Parent leave applies only to Professional Employees who have accumulated less than forty-eight (48) days of sick leave on the first day of contracted work (see Sick Leave 4.1.5 and 4.1.6 for additional information).

#### 4.5 Civic Duty Leave

1. Professional Employees called for jury duty shall be paid full salary minus compensation paid jurors.
2. When subpoenaed as a witness as a result of employees' professional duties to the District and/or civic responsibility, prior written authorization from the Superintendent or his/her designee will be required. Full salary will be paid minus compensation paid for witnesses.

#### 4.6 Personal Leave

1. Professional Employees will be allowed two (2) days personal leave per year cumulative to a maximum of five (5) days.
  - a. When available personal leave has been exhausted, a Professional Employee may buy up to two (2) personal leave day(s) at a cost of 1.75 times the substitute rate.
2. Any unused personal leave days, when the maximum days have been accumulated, will be paid at the substitute rate to the employee in their July paycheck.
3. Requests for personal leave on school improvement days shall be subject to the approval of the building administrator or the immediate supervisor. Personal leave will not be granted on days scheduled for parent teacher conferences.
4. Personal Leave may not be taken if a substitute cannot be found. No more than ten percent (10%) or no more than three (3), whichever is greater, of the Staff in any one building may be absent at any one time for this purpose. The building administrator or immediate supervisor must be notified at least two (2) working days in advance of the day to be taken as a personal leave, except in emergency situations.

#### 4.7 Professional Leave

Leave with full pay may be allowed by the Superintendent or his/her designee to Professional Employees:

1. To attend state, regional, or national educational or professional meetings or workshops.
2. For a visitation day under the direction of the building principal.
3. To take comprehensive examinations for advanced degree. Limited to one day per year.

Prior written authorization is required.

#### 4.8 Association Leave

1. The Association President or designee may be granted the equivalent of 25 days per year release time for the purpose of attending to state and local Association business. If, in extenuating circumstances, the total number of days used exceeds 25, the approval of the Superintendent is required. This leave is not to be used to interrupt the regular teaching day of the faculty.
2. Five (5) days prior arrangement must be made, when possible, with the building principal or immediate supervisor who must be able to employ a substitute before the leave is granted.
3. Request for leave shall be made by completing a [Request for Association Leave](#) (Page 32 of *Agreement*). Association Leave within the allowable days shall be approved by the Association President. Copies of the request shall be sent to the building principal, director of business services and superintendent.
4. In years when the Association has a member, or members, serving on the IEA Board or a state committee, arrangements shall be made with the Superintendent for the scheduled meeting dates. These dates shall not be deducted from Association Leave.
5. The Association will reimburse the District for the full cost of the substitute.
6. The Association President shall be granted release time from his/her regular duty assignment without loss of pay or benefits for half or full time. The Association shall reimburse the District for the pay and benefits. The amount of release time shall be a decision of the Association yearly not later than the first Monday in June of the school year preceding the leave.

#### 4.9 Additional Leave Regulations

1. When applicable leave has been exhausted, the District may allow Professional Employees the difference between their salary and that paid the substitutes for:
  - a. Emergencies and special cases not hereto defined. This provision shall be equitably applied.

- b. Ordinarily the limit shall be five (5) days unless the employee is a state legislator, in which case this allowance will be extended for the term of the legislative session.
- 2. Should a Professional Employee be absent beyond the time allowed for defined (4.1-4.8) leave or for reasons not provided by leave, an amount equal to 1/190<sup>th</sup> of the annual salary shall be deducted for each day's absence.

**ARTICLE V  
PROFESSIONAL COMPENSATION**

5.1 Salary Schedule 2019-2020 – Based on 190 contract days

	<u>B.A.</u>	<u>B.A. +15</u>	<u>B.A. +30</u>	<u>B.A.+45 OR MASTERS</u>	<u>MA.+30 or B.A.+75 or B.A.+45+M.A.*</u>
1	35,818.27 1 38,500 ***	36,893 1.03 38,500 ***	38,000 1.0609 38,500 ***	39,140 1.09273	40,314 1.12551
			****[Minimum Salary to be paid per Idaho Code section 33-1004E]		
2	37,484 1.0465 38,500 ***	38,609 1.0779	39,767 1.11023	40,960 1.14354	42,189 1.17785
3	39,227 1.09516	40,404 1.12802	41,616 1.16186	42,864 1.19671	44,150 1.23262
4	41,051 1.14608 42,500 ****	42,282 1.18047 42,500 ****	43,551 1.21589	44,857 1.25236	46,203 1.28994
			****[Minimum Salary to be paid per Idaho Code section 33-1001(17)]		
5	42,959 1.19937	44,248 1.23536	45,576 1.27243	46,943 1.31059	48,352 1.34992
6	44,957 1.25514	46,306 1.2928	47,696 1.3316	49,126 1.37153	50,600 1.41269
7	47,047 1.3135	48,459 1.35292	49,913 1.39352	51,410 1.43531	52,953 1.47838
8	49,235 1.37458	50,713 1.41583	52,235 1.45832	53,801 1.50205	55,415 1.54712
9	51,525 1.4385	53,071 1.48167	54,663 1.52613	56,303 1.5719	57,992 1.61906
10	53,920 1.50539	55,539 1.55057	57,205 1.5971	58,921 1.64499	60,689 1.69435
11			59,866 1.67137	61,660 1.72148	63,511 1.77314
12				64,528 1.80153	66,464 1.85559
13					69,554 1.94187

\* The MA must be earned subsequent to the BA +45 standing. The total credits must be equal to a BA +75. The employee must earn a BA +45 and an additional 30 credit hours of graduate work leading to the Master's Degree.

\*\*\* Minimum Salary per Idaho Code Section 33-1004E is \$38,500 for residential placement.

\*\*\*\* Minimum Salary per House Bill 293 Section 33-1001(17) is \$42,500 for professional state placement.

5.1 (Continued)

a. Career Ladder Planning Committee

A Committee, including four (4) Professional Employees selected by the LEA, including the LEA President, and four (4) administrators selected by the Superintendent, including the Superintendent, will be established for the purpose of reviewing and recommending a compensation structure consistent with the Career Ladder Appropriation.

5.2 The activity and extra pay schedule for employees covered by this Agreement is set forth as follows:

**ACTIVITY AND EXTRA PAY SCHEDULES 2019-2020  
ADOPTED BASE SALARY = \$35,818.27**

<u>Other Activities</u>	<u>Index</u>	
Radio Forensic	.03	\$ 1,075.00
Associated Student Body	.08	2,865.00
 <u>Junior High Dept. Heads</u>		
Humanities	.07	\$2,507.00
Language Arts	.07	2,507.00
Team Leaders	.07	2,507.00
Math	.07	2,507.00
Science	.07	2,507.00
Social Studies	.07	2,507.00
Special Services-Vocational Education	.07	2,507.00
 <u>Senior High Dept. Heads</u>		
Humanities	.08	\$2,865.00
Physical Education	.08	2,865.00
Special Education	.08	2,865.00
English	.08	2,865.00
Math	.08	2,865.00
Science	.08	2,865.00
Social Studies	.08	2,865.00
Music	.08	2,865.00
Vocational Education	.08	2,865.00
 <u>Coordinators</u>		
Head Teachers - Elem.	.05	\$1,791.00
School Patrol	.03	1,075.00
Computer Techs	.05	1,791.00
Just-In-Time-Trainers (JITTs)	.04	1,433.00

5.2 (Continued)

**ACTIVITY AND EXTRA PAY SCHEDULES 2019-2020  
ADOPTED BASE SALARY= \$35,818.27**

The following positions will be paid using the following formula:  
Adopted Base Salary (\$35,818.27)  $\times$  Index  $\times$  Experience Factor

	<u>Index</u>
<u>Football</u>	
Varsity Coach	.17
Asst's - H.S.	.13
J.H.S. - Head - 9th	.13
J.H.S. - Asst's. - 9 <sup>th</sup>	.13
J.H.S. - Head - 8th	.09
J.H.S. - Head - 7th	.09
J.H.S. - Asst's.	.08
 <u>Basketball</u>	
Varsity Coach	.17
Asst's. - H.S.	.13
J.H.S. - Head - 9th	.10
J.H.S. - Head - 8th	.09
J.H.S. - Head - 7th	.09
 <u>Basketball – No-Cut Teams</u>	
J.H.S. - 7th/8th Team	.07
 <u>Baseball</u>	
Varsity Coach	.16
Asst's. - H.S.	.12
J.H.S. - Head - 9th	.10
 <u>Track</u>	
Varsity Coach	.16
Asst's. - H.S.	.12
J.H.S. - Head	.10
J.H.S. - Asst's	.08
 <u>Wrestling</u>	
Varsity Coach	.16
Asst's. - H.S.	.12
J.H.S. - Head	.10
J.H.S. - Asst's	.08
 <u>Cross Country</u>	
Varsity - H.S.	.13
Asst's. - H.S.	.10
 <u>Golf</u>	
Varsity - H.S.	.13
Asst's. - H.S.	.10

5.2 (Continued)

	<u>Index</u>
<u>Tennis</u>	
Varsity - H.S.	.13
Asst's. - H.S.	.10
<u>Soccer</u>	
Varsity - H.S.	.13
Asst's. - H.S.	.10
<u>Dance/Cheer</u>	
H.S.	.19
H.S.-Asst's.	.15
J.H.S.	.12
J.H.S.-Asst's.	.09
<u>Volleyball</u>	
Varsity - H.S.	.14
Asst's. - H.S.	.11
J.H.S. - Head - 9th	.10
J.H.S. - Head - 8th	.09
J.H.S. - Head - 7th	.09
<u>Volleyball - No Cut Team(s)</u>	
J.H.S. - 7th/8th Team	.07
<u>Softball</u>	
Varsity - H.S.	.16
Asst's. - H.S.	.12
J.H.S. - Head - 9th	.10
<u>Athletic Trainer</u>	.48

Coaches of ninth grade teams whose activities and expectations are included with a high school schedule will be paid the rate of a high school assistant coach.

All High School Assistant Coaches will participate in pre-school practice sessions.



5.2 (Continued)

**ACTIVITY AND EXTRA PAY SCHEDULES 2019-2020**  
**ADOPTED BASE SALARY= \$35,818.27**

<u>Other Activities</u>	<u>Index</u>
H.S. Debate	.06
H.S. Annual	.08
J.H.S. Annual	.045
Bengal Purr	.13
Drama Club	.05
Drama- H.S. - Per Major Production	.06
H.S. Asst's. - Per Major Production	.03
H.S. Drama - Per Minor Production	.02
J.H.S - Per Production	.03
Mock Trial Advisor	.04
 <u>Music</u>	
H.S. Band	.22
H.S. Asst.	.05
J.H.S. Band	.10
Strings	.06
Orchestra	.09
H.S. Chorus	.10
J.H.S. Chorus	.08
(Before school, 2 days per week)	
Elem. Instrumental	.08
Elem. Vocal	.08
 <u>Coordinators</u>	
J.H.S. Activities - Dir.	.28
Summer Conditioning	.18
(Maximum allowed. Program must be submitted to and approved by Superintendent. May involve more than one person.)	
Athletic Coordinator	.045

## PAYMENT CHART

INDEX	A 1.000	B 1.015	C 1.030	D 1.045	E 1.060	F 1.075	G 1.090	H 1.105	I 1.120
0.015	537	545	553	561	570	578	586	594	602
0.02	716	727	738	749	759	770	781	792	802
0.0225	806	818	830	842	854	866	878	891	903
0.025	895	909	922	936	949	963	976	989	1,003
0.03	1,075	1,091	1,107	1,123	1,139	1,155	1,171	1,187	1,203
0.04	1,433	1,454	1,476	1,497	1,519	1,540	1,562	1,583	1,605
0.045	1,612	1,636	1,660	1,684	1,709	1,733	1,757	1,781	1,805
0.05	1,791	1,818	1,845	1,872	1,898	1,925	1,952	1,979	2,006
0.06	2,149	2,181	2,214	2,246	2,278	2,310	2,343	2,375	2,407
0.07	2,507	2,545	2,582	2,620	2,658	2,695	2,733	2,771	2,808
0.08	2,865	2,908	2,951	2,994	3,037	3,080	3,123	3,166	3,209
0.09	3,224	3,272	3,320	3,369	3,417	3,465	3,514	3,562	3,610
0.10	3,582	3,636	3,689	3,743	3,797	3,850	3,904	3,958	4,012
0.11	3,940	3,999	4,058	4,117	4,176	4,236	4,295	4,354	4,413
0.12	4,298	4,363	4,427	4,492	4,556	4,621	4,685	4,750	4,814
0.13	4,656	4,726	4,796	4,866	4,936	5,006	5,075	5,145	5,215
0.14	5,015	5,090	5,165	5,240	5,315	5,391	5,466	5,541	5,616
0.15	5,373	5,453	5,534	5,615	5,695	5,776	5,856	5,937	6,017
0.16	5,731	5,817	5,903	5,989	6,075	6,161	6,247	6,333	6,419
0.17	6,089	6,180	6,272	6,363	6,454	6,546	6,637	6,728	6,820
0.18	6,447	6,544	6,641	6,737	6,834	6,931	7,028	7,124	7,221
0.19	6,805	6,908	7,010	7,112	7,214	7,316	7,418	7,520	7,622
0.22	7,880	7,998	8,116	8,235	8,353	8,471	8,589	8,707	8,826
0.25	8,955	9,089	9,223	9,358	9,492	9,626	9,760	9,895	10,029
0.28	10,029	10,180	10,330	10,480	10,631	10,781	10,932	11,082	11,233
0.42	15,044	15,269	15,495	15,721	15,946	16,172	16,398	16,623	16,849
0.48	17,193	17,451	17,709	17,966	18,224	18,482	18,740	18,998	19,256

Legend - Years:    A = 0-2    B = 3-5    C = 6-8    D = 9-11    E = 12-14    F = 15-17  
                               G = 18-20            H = 21-23            I = 24 +

a.    Activities Review Committee

An Activities Committee shall be established as a permanent standing committee. The committee shall consist of five (5) teachers, two (2) teachers who already receive extra duty pay and three (3) teachers who do not have a supplemental contract under the schedule being reviewed appointed by the President of the Lewiston Education Association and five (5) administrators who are appointed by the Superintendent.

The responsibilities of the committee will be to:

1. Review and make specific recommendations regarding the Athletic and Activities sections of the Extra Pay Schedule on a prescribed schedule. The first full review of the Athletic portion of the schedule was in 2007-2008 and will be done every six (6) years thereafter.\* The first full review of the Activities portion of the schedule was in 2008-2009 and will be done every six (6) years thereafter.\*
2. During each review cycle, the committee will inform Professional Employees who hold a supplemental contract on the schedule under review of the process for submitting specific requests and supporting documentation. Individual requests must be in writing and must be on the forms provided by the committee. Requests must be submitted to the Personnel Department no later than November 30th of the year in which the specific schedule is under review.
3. The committee will deliver a final report to the negotiation teams on or before March 30 of the year in which a specific schedule is under review.

\*Review Schedule:

Athletics  
2019-2020  
2025-2026

Activities  
2020-2021  
2026-2027

b. Evening and Summer School

Evening and summer school instruction shall be compensated at 1/190<sup>th</sup> of the Professional Employee's salary on the salary schedule under Article 10.1.

c. Other Work Assignments 2019-2020

\$23.78 (.000664 x \$35,818.27) per hour

Allowances may be made by the Superintendent for other additional duties which may be assigned.

d. Doctoral Degree

\$2,000 annually.

e. Longevity Payment

Professional Employees who have attained a B.A. +45 or Masters or a M.A. +30 or B.A. +75 or B.A. +45+M.A. and 20 years of experience on the District's Salary Schedule will receive a yearly \$250 stipend. An additional \$250 will be added to this stipend at each five (5) year increment thereafter.

f. Mentors

Mentors will be compensated based on the number of novice teachers assigned and the experience of each novice teacher. Compensation will be at the following rates:

- Category 1 or 2 novice teachers in the first year of \$250 per each novice teacher

- employment in the District:
- Category 1 or 2 novice teachers in the second year of employment in the District: \$50 per each novice teacher

### 5.3 School Psychologists

School psychologists will be paid at the rate indicated in accordance with training, experience, and Rules and Regulations on the current salary schedule plus .10 on the index. The workday for psychologists will be the same as for the Central Services office administrators. The .10 will compensate for the additional time requirement over classroom teachers.

### 5.4 Recognition for Additional Preparation

1. To advance to a B.A.+15, B.A.+30, or B.A.+45 on the salary schedule, advancement credits must be earned after the 1992 summer session. To advance to an M.A.+30 or B.A.+75 or B.A.+45+M.A. on the salary schedule, advancement credits must be earned after the 1987 summer session.
2. Three (3) District in-service credits authorized by the Superintendent, or designee for approved courses, projects or travel apply toward recertification. In-service credits are not applicable for advancement on the salary schedule.
3. Credit for campus and correspondence program courses pertinent to teaching earned from accredited colleges and universities, a fifth-year program or an advanced degree program will be applicable for advancement on the salary schedule. Non-traditional or extension courses require prior approval of the Superintendent.
4. Only credit earned prior to the beginning of the school year may be used to determine education category on the salary schedule.
5. Professional Employees intending to advance on the salary schedule because of additional credits must submit a statement of intent by May 1.

### 5.5 Part-Time Contracts

1. Professional Employees on part-time contracts will be allowed a full year advancement on the salary schedule for each school year taught.
2. Professional Employees' compensation shall be prorated to the same portion of the day worked.

### 5.6 Committee Allowance

Professional Employees shall receive the sum of \$25.23 (.000664 x BA +30, Step 1) per hour for each hour of committee work required by an authorized administrator (i.e. Superintendent, Assistant Superintendent, Directors, and Principals), provided that such committee work, when taken in combination with the Professional Employee's regularly scheduled work time, results in said employee being required to work more than 40 hours per week or more than two (2) hours in excess of said employee's regularly scheduled workday. Duty-free lunch periods shall not be counted in computing the number of hours worked in a day or week.

## ARTICLE VI

### INSURANCE PROVISIONS AND OTHER FRINGE BENEFITS

#### 6.1 Health Insurance

The Board shall provide to full-time Professional Employees complete health care protection (hospital-surgical-major medical insurance) for a full twelve-month period for the employee's selected enrollment category (employee only, employee and one child, employee and children, employee and spouse, full family) with a minimum of \$250,000 major medical. The District shall pay the same portion of the premium for the employee-selected category as that portion of the day worked by a part-time Professional Employee.

The Board shall continue to pay the districts portion of employee's premium for one (1) year after a Professional Employee has exhausted his/her sick leave, but is still under contract to, or on a leave of absence from the District and is disabled unless the Professional Employee enters into a retirement or permanent disability program such as Social Security Disability or PERSI Disability Retirement.

#### 6.2 Dental Insurance

The Board shall provide to full-time Professional Employees a limited dental care insurance program for a full twelve-month period for the employee's selected enrollment category (employee only, employee and one child, employee and children, employee and spouse, full family).

#### 6.3 Optical Insurance

The Board shall provide to full-time Professional Employees limited optical care services for a full twelve-month period for the employee's selected enrollment category (employee only, employee and one child, employee and children, employee and spouse, full family).

#### 6.4 Payment of Premium

For the 2019-2020 school year, the Board shall pay 100% of the total premium cost for full-time Professional Employees and 80% of dependent coverage for Professional Employees for the District Basic Plan. All Professional Employees will be covered on the District Basic Plan. An optional plan will be made available to employees for the 2019-2020 school year, and all costs in excess of the Basic Plan shall be at employees' personal expense.

In the event a Professional Employee terminates employment for reasons other than illness prior to June, the employee's subsidy shall terminate on the first day of the month following termination.

#### 6.5 Section 125 Full Flex Plan

A Section 125 Plan of the Internal Revenue Code offering pre-tax medical cost reimbursement and a dependent care account shall be optional for Professional Employees. The Plan shall be administered by a third party at no cost to the District. The Plan Year shall commence on January 1 of each year. The Plan Document shall become a part of this agreement as Appendix C.

#### 6.6 Life Insurance

The Board shall provide to each full-time Professional Employee a \$20,000 group life insurance policy and an accidental death and dismemberment policy for \$20,000.

6.7 Long-Term Disability Insurance

The Board shall provide to each full-time Professional Employee a Disability Insurance Plan.

6.8 Liability Insurance

The Board shall furnish liability insurance to a maximum of \$500,000 for each individual personal injury, \$500,000 for each occurrence of personal injury, and \$100,000 for each occurrence of property damage.

6.9 Insurance Committee

An insurance committee will be appointed consisting of three (3) Professional Employees appointed by the L.E.A. and three (3) administrators appointed by the Board. Said committee will be given binding authority to determine an insurance plan and provider within the parameters of the dollar amount negotiated each year for all above categories of insurance. In the event that the committee cannot, by majority vote, agree upon a plan and provider, then the members of the committee shall select a mutually agreeable seventh person to cast the deciding vote. Any carrier selected will be required to equally provide insurance information to both the L.E.A. and the Board except for disclosure of individual confidential information. Any request by the L.E.A. or Board to a carrier for information shall be made through an insurance committee member.

6.10 Workers' Compensation

All Professional Employees are covered by Workers' Compensation Insurance for bodily injury, disease, or death caused by accident arising out of and in the course of their employment. Notice of injury shall be reported to the Central Services Office as soon as possible. A claim for compensation will be prepared and submitted to the State Insurance Fund and the Industrial Commission for approval. Professional Employees drawing Industrial Accident Insurance for time lost will receive no more per day in compensation from sick leave and Workers' Compensation than if the individual were working. Cumulated sick leave for an employee on compensation will only be reduced proportionately to the amount of compensation furnished by sick leave.

6.11 Retirement

Professional Employees who retire from the District shall remain an eligible part of the group for purposes of insurance and may choose to pay premiums to continue under group plans if agreed to by the District's insurer.

**ARTICLE VII**  
**GENERAL PROVISIONS**

7.1 Non-Discrimination

The Board shall not discriminate against employees or job applicants on the basis of sex, age, conditions of birth, ancestry, national or ethnic origin, race, color, exceptionality, handicap, religion, family relationship, or personal or political patronage.

7.2 Appearances Before the Board

When any Professional Employee is required to appear before the Board concerning that employee's performance, the Board shall notify the employee at least one (1) week prior to the Board meeting. The notice will state specifically what matters concerning the employee's performance will be discussed in the meeting.

7.3 Parental Complaint

In the event a Professional Employee receives a parental complaint, the employee should attempt to resolve the difficulty by meeting with the parent. In the event that either party feels that the matter cannot be resolved by an employee-parent conference, or the matter is not resolved at an employee-parent conference, then the conflict resolution conference steps listed below will be initiated:

- A. Parent-employee-building principal
- B. Parent-employee-building principal-superintendent
- C. Parent-employee-building principal-superintendent-board

In the event an administrator receives a parental complaint about a Professional Employee, the employee will be notified of the complaint. The employee should attempt to resolve the difficulty by meeting with the parent. In the event that either party feels that the matter cannot be resolved by a parent-employee conference, or the matter is not resolved at a parent-employee conference, then the conflict resolution conference steps listed below will be initiated

- A. parent-employee-building principal
- B. parent-employee-building principal-superintendent
- C. parent-employee-building principal-superintendent-board

It is the responsibility of all Professional Employees, administrators, and board members contacted by a parent with a complaint to inform the parent of this complaint procedure.

A Professional Employee shall be disciplined only for cause. Charges and/or complaints which may form the basis for disciplinary action shall be made available to the employee and the employee shall be given the opportunity to respond before any disciplinary action is taken.

Parental complaints shall not serve as the basis for comments on the evaluation of a Professional Employee unless the Professional Employee has been made aware of the complaint and has been afforded an opportunity to respond.

7.4 Duty-Free Lunch

The junior and senior high school Professional Employees shall receive 25 minutes of continuous duty-free lunch time excluding passing time. Elementary Professional Employees shall receive 40 minutes of continuous duty-free lunch time.

7.5 Communication

1. The Association and its members may use District buildings for meetings.
2. The Association and its members may post notices of activities and business on a designated Association bulletin board in each building.
3. The Association may use members' mailboxes or email for communication to building members.
4. The Association may use District phone or intercom to announce the start of a building meeting.
5. The Association may provide information to professional employees hired by the District during the new teacher orientation at the beginning of the school year.

7.6 Professional Employee Rights

When any professional employee is required to appear before the Board or any administrator for purposes of probation or reprimand, the professional employee shall be given reasonable prior notice of the reasons for such meeting and shall be entitled to have representation of the Association present to advise and/or represent the professional employee during such meeting.



**ARTICLE VIII**  
**GRIEVANCE PROCEDURE**

8.1 Definition of Terms

In addition to the definitions in Article I of the Agreement, the following terms will have the meanings as designated:

"Grievance" is any complaint by a person represented by the Association that there has been a violation or inequitable application on contract provisions, or that there has been an event or condition which adversely affects the welfare and terms or conditions of work of an employee or group of employees.

"Group Grievance" is when two or more persons make a common claim of a Grievance.

"Days" shall be calendar school days except in summer when they shall be weekdays excluding national holidays.

"Grievant" is a person or group claiming a Grievance.

"Parties of Interest" are the Grievant and/or any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

8.2 Purpose

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the Grievances which may come over the interpretation of the Agreement or Rules and Regulations concerning salary, benefits and working conditions.
2. Both Parties agree that not over ten (10) Grievances may be under consideration at any one time in Step II. If ten (10) Grievances are in Step II, time constraints from Step I will not apply. As a Grievance leaves Step II, Step I Grievances will be advanced to Step II in their order of filing.
3. Both Parties recognize the right of the individual to try less formal procedures available to settle problems.
4. No reprisals against grievant or representative will be taken by the Board or administration.

8.3 Representation

1. A Grievant may have a representative present who shall be a regularly contracted employee of the District at any step of the procedure. At Step I, the representative must be another contracted Professional Employee assigned to the same building unless none is available. Itinerant Personnel shall file the grievance at the building where the alleged grievance transpired, and may choose either a representative from the building or another Itinerant staff member. The representative shall not act as a sole spokesperson.
2. The Executive Committee of the Association is to be informed of all written Grievances, may send a representative member of that Committee to Grievance Hearings, and may file Grievances on behalf of the Association.

3. In Step III, the Grievant, or others, may be represented by counsel as they desire and have witnesses and testimonials from others including, but not limited to, the Parties to the Agreement.

#### 8.4 Conditions

1. The fact that a Grievance is accepted for processing under these procedures does not in itself constitute recognition by the Board that the Grievance is either valid or legitimate.
2. At any time that the Grievant does not meet the time limitations or agrees that the Grievance is either not legitimate or not valid, the Grievance will be waived and neither Party to the Agreement will pursue it in any manner whatsoever.
3. All time limits shall be in days as defined. The number of days indicated at each level are considered maximums. There shall be no obligation by either Party to consider any Grievance not filed as prescribed by the procedures and in a timely manner. They may be extended by mutual agreement in writing.

#### 8.5 Procedures

##### STEP I:

1. Within twenty (20) days of the alleged Grievance, or when the Grievant had knowledge of it, the Grievant shall attempt to resolve it with the building principal or immediate supervisor and any administrator involved above the building level. If it involves only an administrator above the building level, the Grievant shall attempt to resolve it with that administrator.
2. If the Grievance is not solved satisfactorily through discussion, a written Grievance may be filed with the building principal or immediate supervisor, and any administrator above the building level if involved. At this time, the Grievance must be reduced to writing and it must include
  - a. The nature of the Grievance.
  - b. The article, section and item of either the Agreement or Rules and Regulations or the contract that the Grievant claims has been incorrectly or improperly interpreted or inequitably applied, and/or the event or condition that adversely affects the welfare and terms or conditions of work.
  - c. A statement of how the interpretation has adversely affected the Grievant.
  - d. The name of the person(s) against whom the Grievance is claimed.
  - e. The name of the person(s) claiming the Grievance.
  - f. The relief sought.
3. Copies of the above will be presented to the Executive Committee of the Association and the Superintendent.
4. Within ten (10) days of receiving the written Grievance, the building principal or immediate supervisor, and any administrator above the building level if involved, will give written notice of the decision including reasons for that decision.
5. The Grievant shall communicate to the building principal or immediate supervisor whether the written decision of that individual is satisfactory or not, within ten (10) days after receiving the written decision.

## 8.5 Procedures (Continued)

### STEP II:

1. If the Grievant is not satisfied with the decision at Step I, the written Grievance is to be filed within ten (10) days with the Superintendent and with the Executive Committee of the Association.
2. Within ten (10) days after receiving the written Grievance, the Executive Committee of the Association will inform the Superintendent and the Grievant if the Association will support the Grievance.
3. Within fifteen (15) days of receiving the Grievance, the Superintendent will meet with the Grievant and a representative of the Association in an effort to resolve the Grievance.
4. Within ten (10) days, the Superintendent will give written notice of the decision along with reasons. This written notice will be sent to all Parties of Interest.

### STEP III:

1. If the Grievant is not satisfied with the decision of the Superintendent, he/she will have ten (10) days after Step II to request that it be filed with the Board.
2. Within fifteen (15) days of receiving a Grievance, the Board will conduct an informal hearing. The hearing will be in an open session unless the Grievant or the party grieved against requests otherwise; then it shall be in an executive session.
3. The Board will render a decision within ten (10) days of the hearing. That decision will be put in writing and sent to all Parties of Interest.

## 8.6 Grievance Investigation

The Board, the Administration, and the Association shall cooperate in the investigation of any Grievance.

## 8.7 Withdrawal of Grievance

A Grievance may be withdrawn at any level without establishing precedent.

## 8.8 Grievance Files

All documents, communications, and records dealing with the processing of a Grievance shall be confidential and filed separately from the personnel files of the participants.

## ARTICLE IX

### TRANSFER

#### 9.1 Transfers

The assignment of Professional Employees is made each year based on student enrollment, course requirements and certification of staff, making this a complex process. The following sequential procedures allow for the Professional Employee to be informed and provide opportunity for the Professional Employee to express interest in being considered for positions within the District. Vacancies created by approval of Level II transfer requests will not be open for either Level II Transfer or internal applicants.

##### Step 1: Notification of retirements, leaves of absence and resignations

It will be the responsibility of the Superintendent or designee to notify all Professional Employees by intra-district email and by posting in each building any action of the Board of Directors relative to resignations, retirements, and leaves of absence following Board meetings where such action occurred.

##### Step 2: Reassignment Within the Same School

A Professional employee must notify the current administrator of his/her interest in being considered for a reassignment to a new grade level, class or course within the school.

The administration shall have the sole discretion to make reassignments.

##### Step 3: Level I Transfer

A Level I Transfer is an assignment to a new grade level, class or course in a different building prior to an internal vacancy being declared by the Superintendent. A Professional employee must hold a 0.5 FTE contract or greater to be eligible for a Level I transfer.

A Professional Employee must complete *the Level I Transfer Request to Another School* form found on the District's website at [www.lewistonschools.net/human-resources](http://www.lewistonschools.net/human-resources) and respond to the questions regarding his/her qualifications and interest in the position(s) prior to March 15. Professional employees filing a *Level I Transfer Request to Another School* shall receive a written acknowledgement of that request.

Administrators will provide information to Professional Employees regarding grade level sections, classes or courses planned for the next school year as soon as final decisions are made.

The administration shall have the sole discretion to approve or deny a Level I Transfer request.

Notice of acceptance or denial of a Level I Transfer request shall be made within two (2) days of the decision. Written notice shall be mailed to the professional employee's home residence.

The district-wide Level I Transfer Pool will be purged on August 15 of each year.

Step 4: An internal vacancy is declared

All Level I Transfer requests will be reviewed prior to an internal vacancy being declared by the Superintendent.

An internal vacancy will announce the specific position in a grade level or course(s) and the building where the opening exists. All internal vacancies shall be dated and posted within five (5) days of the declaration. Postings shall be made in each building, through intra-district email, in the Central Services Office. Once posted, a vacancy is open for Level II transfer for a period of five (5) business days. Decisions shall be made within 15 business days of the Level II closure.

Step 5: Level II Transfer

Qualified Professional Employees may file a written request to be considered for a Level II Transfer to the advertised position. The form is located on the District website at <http://www.lewistonschools.net/human-resources/> and includes questions regarding qualifications and interests in the position.

Any Professional Employee filing a request for a Level II Transfer shall receive a written acknowledgement of that request from Human Resources.

Professional Employees interested in being considered for a Level II Transfer, may request an informal meeting concerning an internal vacancy through the building administrator. Professional Employees filing a Level II Transfer request will be considered for the internal vacancy regardless of participation in an informal meeting.

Consideration for a Level II Transfer will be given to certification, experience, training, certified background, additional endorsements, and other relevant factors.

The administration shall have the sole discretion to approve or deny all Level II Transfer requests.

Notice of acceptance or denial of a Level II Transfer request shall be made within two (2) days of the decision. Written notice shall be mailed to the employee's home residence.

Step 6: Consideration for a Level II Transfer after June 1

Professional Employees will continue to receive notification of personnel action by the Board of Directors following each meeting in June and July through District email only. A Professional employee who is interested in being considered for an opening based on Board action shall complete a Level II Transfer Request form within three (3) days of the email being sent.

Level II Transfer Requests shall only be considered through July 31 of each year and only available based on personnel action by the Board of Directors.

Step 7: External Notice of Vacancies

External notice of vacancies shall be at the discretion of the administration.

Step 8: Involuntary Transfer

An involuntary transfer occurs when a Professional Employee is assigned to a new building by the administration and not at the request of the employee. No Professional Employee shall be involuntarily transferred more than one (1) time in any two (2) years. Involuntary transfers shall be made with advance notice and discussion with the teacher involved.

Involuntary transfer shall be based on needs related to scheduling, enrollment and certification.

## **ARTICLE X**

### **PROFESSIONAL DEVELOPMENT REIMBURSEMENT FOR CREDIT**

#### **10.1 Reimbursement for Costs**

The District will reimburse each Professional Employee for up to three (3) semester credits each calendar year in which the course was completed. The Professional Employee must present a receipt and proof of completion of the course for reimbursement. The reimbursement shall be for the tuition only. The maximum allowance shall be whatever is currently charged by the University of Idaho or the actual cost, whichever is the lesser.

In cases where the Professional Employee is enrolled in a summer program, only that proportional cost per credit, again not exceeding that charged by the University of Idaho, shall be allowed. In cases where the Professional Employee gains credit where the tuition and fees are paid by some other agency through scholarship or fellowship, including institutes, no reimbursement will be made.

**ARTICLE XI**  
**SAVINGS CLAUSE**

11.1 Severability

If any provision of the Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law; but all other provisions shall continue in full force and effect. If such provisions exist which are contrary to law, at the request of either party negotiations shall immediately commence in order to alter said section(s) to comply with the law.



**ARTICLE XII**  
**EFFECT OF AGREEMENT**

12.1 Duration

The provisions of the Agreement will be effective as of July 1, 2019, and will continue and remain in full force and effect until June 30, 2020.

12.2 Changes in Agreement

During its term, the Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the Parties in written and signed amendment to this Agreement, through court order or other governmental action.

12.3 Agreement

This Agreement is signed this \_\_\_\_ day of September, 2019, and shall be binding upon both parties.

IN WITNESS THEREOF:

***For the Association:***

***For the Board:***

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Representative

\_\_\_\_\_  
Clerk

**APPENDIX A**

INDEPENDENT SCHOOL DISTRICT #1  
LEWISTON, IDAHO

**PROFESSIONAL EMPLOYEES SICK LEAVE BANK  
APPLICATION FOR A SICK LEAVE GRANT FORM**

I, \_\_\_\_\_, am applying for a grant of \_\_\_\_\_ days from the Professional Employees Sick Leave Bank. The grant will begin on \_\_\_\_\_ and end on \_\_\_\_\_.

To be eligible for the grant, I realize I must: (1) be currently enrolled in the Professional Employees Sick Leave Bank; (2) be absent from work due to a personal illness or accident; (3) have exhausted all accumulated sick leave and personal leave days; and (4) have had a salary reduction of two days' pay after the exhaustion of accumulated sick and personal leave.

The maximum number of days which may be granted in any one school year will be the smaller of the number of remaining scheduled work days or the number of days until the employee becomes eligible for long-term disability insurance payments. Within any five-year period, the number of days granted to a professional employee will not exceed one hundred ninety (190) days.

Include physician's proof of illness with this application. Proof may be requested periodically during the time of this grant.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
School

\_\_\_\_\_  
Date

**Send a copy of this application to:** Sick Leave Bank Committee  
Independent School District No. 1  
3317 12th Street  
Lewiston, Idaho 83501

<b><u>SEND FORM TO THE SICK LEAVE BANK COMMITTEE - A COPY WILL BE RETURNED TO YOU.</u></b>	
<b>SICK LEAVE BANK COMMITTEE USE ONLY:</b>	
This request is approved for _____ days to begin on _____ and end on _____	
This request is denied. Reason: _____	
_____	
_____ Sick Leave Bank Committee Chairperson	_____ Date

**APPENDIX B**

## REQUEST FOR ASSOCIATION LEAVE

Name \_\_\_\_\_

Building \_\_\_\_\_

Date(s) Absent \_\_\_\_\_

LEA or IEA business: \_\_\_\_\_

I will not need a substitute

I will need a substitute for \_\_\_\_\_ (list dates).

NOTE: The Association (LEA or IEA) will reimburse the District for the full cost of the substitute.

**Invoice to** (name/address): \_\_\_\_\_

\_\_\_\_\_  
Association Member

\_\_\_\_\_  
LEA President

Please submit form to the Director of Business Services five (5) days prior to the absence.

If, in extenuating circumstances, the total number of days used exceeds 25, the signature of the Superintendent is required for approval of Association Leave.

\_\_\_\_\_  
Superintendent

**APPENDIX C**

*INDEPENDENT SCHOOL DISTRICT NO. 1  
LEWISTON, IDAHO*

*SECTION 125 FLEXIBLE BENEFITS PLAN*

Administrator: American Fidelity Assurance Company

## SECTION 125 FLEXIBLE BENEFITS PLAN

### 1. SUMMARY OF REIMBURSEMENT ACCOUNT ARRANGEMENT

This is a summary of the Reimbursement Accounts portion of your Section 125 Flexible Benefit Plan. Some of the items covered are:

- Account Restrictions
- Types of expenses that may be covered
- Dependent day-care tax credit
- Making election changes

This is a summary only. Should you have more specific questions, please contact your employer, or in some instances, your tax advisor.

### 2. GENERAL INFORMATION

- \* You may allocate specified amounts of monthly salary or wages for the reimbursement of medical care expenses or dependent day-care expenses, or both.
- \* You may file a claim voucher for reimbursement of the eligible medical care or dependent day-care expenses which you have incurred.
- \* No reimbursements will be made until the first account deposit is received from your employer.

### 3. IMPORTANT RESTRICTIONS

- \* You must elect to participate prior to the beginning of each plan year. There is no allowance for late enrollment.
- \* The amount which you designate for medical reimbursement may not subsequently be used for reimbursement of dependent day-care expenses and vice versa.
- \* If you do not file sufficient claims for reimbursement, you will lose the unused amounts. This is often referred to as the “use it or lose it” rule.
- \* During an unpaid leave of absence, contributions to the unreimbursed medical account must be made on an after tax basis just like any insurance premiums. When the employee returns to work, the pre-tax contribution will resume.

### 4. ELECTION CHANGES

- \* A Section 125 Plan provides that participant elections are irrevocable for the period of coverage (the plan year), except for a change in family status which affects your need for an elected benefit. Examples of a change in family status include marriage, divorce or legal separation, death of a spouse or child, birth or adoption of a child, or change in employment status of you or your spouse. Election changes for any of the above reasons are permitted for the dependent day-care account; however, **no changes are permitted for the medical expense reimbursement account for any reason except for termination of employment.** Contact your employer for special rules affecting your plan.

## 5. OPTIONS AT EMPLOYMENT TERMINATION

- \* Upon termination of employment, you may elect to discontinue or to continue the medical expense reimbursement account payment on an after-tax basis (COBRA). If you elect to continue the contribution on an after-tax basis, the coverage under the medical expense account will continue until the premium ceases. Expenses incurred during the period of coverage will be reimbursed.

If you do not elect to continue the payments on an after-tax basis, only expenses incurred during the period of coverage will be reimbursed. Coverage under the reimbursement account ceases when the payments cease.

## 6. CLAIM FOR REIMBURSEMENT

- \* The medical expense reimbursement check will be for the expenses claimed up to the maximum benefit amount you elected for the year. The dependent day-care expense check will be for expenses you claimed up to the amount you have in your account. If the dependent day-care expense claim is in excess of your account balance, the balance of the amount due will be forwarded to you as additional payments are received.
- \* You may only be reimbursed for expenses which you incur during the plan year. However, you may submit your claim for reimbursement as late as 60 days after the end of the plan year during which you incurred your expenses.
- \* All voucher forms must be accompanied by the statement you received when the service was provided or an insurance company Statement of Benefits which has been provided by an independent third party. Only expenses properly verified by the independent third party will be reimbursed. Dependent day-care claims must be accompanied by a Dependent Day Care Provider Acknowledgment form which includes the provider's tax identification number or Social Security number.

## 7. MEDICAL EXPENSE REIMBURSEMENT ACCOUNT

- \* Maximum amount that may be contributed to the plan is \$2,650 per year.
- \* Your medical expense reimbursement account may be used to reimburse you for expenses incurred for treatment of yourself, your spouse, and your eligible dependents.
- \* Eligible medical expenses include deductible and coinsurance amounts under a group health plan, charges which are in excess of the amount reimbursed under a group health plan, and charges which are not covered by a group health plan such as certain corrective surgery, vision care, dental care and hearing aids. See the following list of expenses eligible for reimbursement.

8. **ELIGIBLE EXPENSES** – for current listing of eligible expenses please check out the American Fidelity Assurance Company website address:

<http://www.afadvantage.com/for-individuals/flexible-spending-accounts/health-flexible-spending-accounts/health-fsa-eligible-expenses.aspx>

Partial List of Eligible Expenses:

Acupuncture	Obstetrics
Alcohol and drug rehabilitation	Optometrist
Ambulance	Orthodontia expenses-as treatment is provided*
Anesthetist	Osteopath

Artificial limbs and teeth	Outpatient care
Birth control pills	Pediatrician
Chiropracist	Physical therapy by licensed therapist
Chiropractor	Physician
Podiatrist	Practice nurse
Dental care	Prescription drugs
Eye exam, eyeglasses, contact	Psychiatrist
Lenses	Psychologist
Gynecologist	Rental or purchase of medical equipment
Hospital and skilled nursing facility	Supportive or corrective devices
Insulin	Surgery
Laboratory fees	Transportation expenses relative to illness
Medical examinations	Midwife
Nursing care	Home health care persons
Lip-reading lessons (including doctor's office at current IRS rate)	
Hearing aids and batteries including special equipment for handicapped	

\* We cannot accept a claim for the entire contracted amount of orthodontia treatment. We will accept claims for the initial down payment usually associated with the appliances. Monthly payments will also be accepted as the charge for the medical services rendered for that month. Maximum amount that may be contributed to the plan is \$2,650 per year.

**9. INELIGIBLE EXPENSES**

Cosmetic procedures	Marriage counseling
Dancing or swimming lessons	OTC medicine – unless prescribed by doctor
Health club dues	Teeth Whitening
Health insurance premiums	Vacation
Expenses not incurred during plan year	
Expenses reimbursed under health plan	
Swimming pools, hot tubs, exercise equipment	

**10. DEPENDENT DAY-CARE EXPENSE REIMBURSEMENT ACCOUNT**

- \* Your dependent day-care expenses must be incurred to allow you (and your spouse if you are married) to work or look for work. (There are special rules relating to student spouses and disabled spouses explained later in this brochure).
- \* You must have income from work during the year.
- \* You (and your spouse if you are married) must keep up a home which you live in with your qualifying dependent(s).
- \* You must have made payments for dependent day care to someone you could not claim as a dependent and, if the person you made payments to was your child, he or she must have been age 19 or over by the end of the tax year.
- \* Child support payments and child care payments qualifying as alimony are not qualified expenses for reimbursement.

**11. WORK REQUIREMENT**

- \* Work may include actively looking for work.
- \* Unpaid volunteer work or volunteer work for a nominal salary does not qualify.

## 12. ELIGIBLE DEPENDENT DAY-CARE EXPENSES

- \* You may allocate up to \$5,000 per tax year for reimbursement of dependent day-care expenses (\$2,500 if you are married and file a separate return).
- \* The services of a housekeeper, maid or cook are usually considered necessary to run your home if performed in connection with care of the qualifying dependent.
- \* Dependent day-care center expenses are eligible if the care is for your dependent under age 13 or for any other qualifying dependent who regularly spends at least 8 hours each day in your household.
- \* A dependent day-care center or an individual providing dependent day care must comply with all federal, state and local regulations, if applicable.
- \* A dependent day-care center is a place which provides care for more than six persons (other than persons who live there) and receives a fee, payment, or grant for providing services for any of those persons, regardless of whether the center is run for profit.
- \* The cost of getting a qualifying dependent to and from your home and the care location is not an eligible expense.

## 13. QUALIFYING DEPENDENT

- \* A qualifying dependent lives in your home and is
  1. Your dependent under age 13 for whom you may claim an exemption deduction (See below--Child of Divorced or Separated Parents), or
  2. Your dependent who is physically or mentally not able to care for himself/herself and spends at least 8 hours in your home daily, or
  3. Your spouse who is physically or mentally not able to care for himself/herself, and spends at least 8 hours in your home daily.
- \* Persons who are not able to dress, clean, or feed themselves, or because of physical or mental problems are not able to care for themselves.

## 14. CHILD OF DIVORCED OR SEPARATED PARENTS

- \* If you are divorced or separated, your child or stepchild qualifies if he/she:
  1. Was under age 13 at the time the care was provided or not able to care for himself/herself, and
  2. You must be the custodial parent and the child must live in your home.

## 15. PAYMENTS TO RELATIVES

- \* Eligible dependent day-care expenses do not include payment to a person you may claim as a dependent for federal income tax purpose.
- \* Payments to your child are not eligible expenses unless your child was age 19 or over by the end of the year.

## 16. EARNED INCOME LIMIT

- \* Your eligible expenses during a calendar year may not be more than:
  1. Your earned income for the year, if you are single at the end of the calendar year, or
  2. The smaller of your earned income or your spouse's earned income for the year, if you are married at the end of the calendar year.



## 17. STUDENT SPOUSE OR DISABLED SPOUSE

- \* If you are married and, for any month, your spouse is either a full-time student or not able to care for himself/herself, your spouse will be considered to have earned income of \$200 a month if there is one qualifying dependent in your home, or \$400 a month if there are two or more qualifying dependents in your home.
- \* Your spouse is considered to have worked if:
  1. He/she was a full-time student during each of five (5) months during the calendar year, or
  2. He/she was physically or mentally not able to care for himself/herself.
- \* A full-time student is one who is enrolled at a school during each of five (5) calendar months of the calendar year, not necessarily consecutive, for the number of hours considered to be a full-time course of study.

## 18. TAX CREDIT ALTERNATIVE

- \* You should be aware that you may be able to take a federal tax credit of up to 30% of the amount you pay for dependent day-care expenses instead of participating in the dependent day-care expense reimbursement account.
- \* You may use up to \$2,400 of dependent day-care expenses to figure your credit if you have one qualifying dependent and up to \$4,800 if you have two or more qualifying dependents.
- \* Your credit can be as much as \$720 if you have one qualifying dependent or as much as \$1,440 if you have two or more qualifying dependents.
- \* The tax credit is a direct reduction of the tax you owe to the federal government, unlike the income exclusion of participating in the dependent day-care reimbursement account. Many states also provide a state tax credit for dependent day-care expenses.
- \* You should consult with your tax advisor as to whether the tax credit may be more favorable for you than participating in the dependent day-care expense reimbursement account. You may also wish to obtain IRS Publication 503 for more information about the federal tax credit.

## 19. IMPORTANT TAX INFORMATION

- \* Regardless of whether you participate in the dependent day-care plan under Section 125 or claim the credit on your income tax, you **must** provide the IRS with the name, address and taxpayer identification number (TIN) of your dependent day care provider(s) by completing Schedule 2 of Form 1040A or Form 2441 and attaching it to your annual income tax return.
- \* These requirements are subject to change by the IRS. Be sure to follow the current instructions given by the IRS for preparing your annual income tax return. Failure to provide this information to the IRS could result in loss of the pre-tax exemption for your dependent day-care expenses.

**APPENDIX D**

**GRIEVANCE REPORT FORM**

Grievant \_\_\_\_\_ Date Filed \_\_\_\_\_

School \_\_\_\_\_ Subject Area or Grade \_\_\_\_\_

1. Date Grievance Occurred: \_\_\_\_\_

2. Grievance:

a. Nature of Grievance \_\_\_\_\_

\_\_\_\_\_

b. The article, section, and item of either the Agreement or Rules and Regulations or the contract that the Grievant claims has been incorrectly or improperly interpreted or inequitably applied, and/or the event or condition that adversely affects the welfare and terms or conditions of work.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

c. Statement of how the interpretation has adversely affected the Grievant.

\_\_\_\_\_

\_\_\_\_\_

d. The name of the person(s) against whom the Grievance is claimed.

\_\_\_\_\_

e. The name of the person(s) claiming the Grievance.

\_\_\_\_\_

f. The relief sought: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Signature of Grievant  
A/80

\_\_\_\_\_  
Date

**GRIEVANCE REPORT FORM**

**LEVEL I**

- 1. Name of person(s) claiming the Grievance \_\_\_\_\_
- 2. Date received by the principal or immediate supervisor \_\_\_\_\_
- 3. Decision of the principal or immediate supervisor: \_\_\_\_\_

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\_\_\_\_\_  
Signature: Principal or Immediate Supervisor

\_\_\_\_\_  
Date

- 4. Grievant's Response:

\_\_\_\_ I accept the above decision.

\_\_\_\_ I hereby refer the above decision to Level II.

\_\_\_\_\_  
Signature of Grievant  
B/80

\_\_\_\_\_  
Date



**GRIEVANCE REPORT FORM**

**LEVEL III**

- 1. Name of person(s) claiming the Grievance \_\_\_\_\_
- 2. Date submitted to the Board of Education \_\_\_\_\_
- 3. Date of the hearing \_\_\_\_\_
- 4. Decision of the Board of Education: \_\_\_\_\_  
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Signature: Chairman of the Board

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Clerk of the Board

\_\_\_\_\_  
Date

(To be filed in separate Grievance file; separate from personnel file of the Grievant.)  
D/80

LEWISTON INDEPENDENT DISTRICT NO. 1

APPENDIX E

ARTICLE 7.4 TRANSFERS

# APPLICATION FOR DISTRICT-WIDE LEVEL I TRANSFER POOL TO ANOTHER BUILDING(S)

**DEFINITIONS:**

**A Level I Transfer is an assignment to a new grade level, class or course prior to an internal vacancy being declared by the Superintendent. This form is to be used for a Level I transfer request to another building.**

**The Level I Transfer pool is a listing of all Professional Employees who have submitted their name to the District-Wide pool. All names will be purged from the Level I Transfer pool on August 15<sup>th</sup> of each year.**

To be notified and considered for positions that may be filled internally through a Level I Transfer, please complete the following information and send to the Human Resources Supervisor at the Central Services office.

1. Name \_\_\_\_\_
2. Current Position \_\_\_\_\_
3. Certification and Endorsement \_\_\_\_\_
4. Please consider me for a Level I Transfer to the following position in another school:  
Grade or Subject and School  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
5. Signature \_\_\_\_\_ Date \_\_\_\_\_

Please answer the following questions and attach your response to this form:

1. What qualifications would you like the administration to consider as you request a Level I transfer?
2. Why do you want to transfer to the above requested position(s)?

LEWISTON INDEPENDENT DISTRICT NO. 1  
APPENDIX E

# APPLICATION FOR LEVEL II TRANSFER

**DEFINITIONS:**

**A Level II Transfer is a change of job assignment between buildings after an internal vacancy is declared by the Superintendent.**

To make a Level II Transfer request please complete the following information:

1. The **posted internal vacancy** you wish to transfer to.

\_\_\_\_\_

Grade or Subject and School

2. I understand and may request an informal meeting with the appropriate building administrator or supervisor.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Your transfer request must be received at the Personnel Office by 4:00 p.m. of the last day of in house posting for it to be considered in the transfer pool.

**SEND YOUR TRANSFER REQUEST TO THE HUMAN RESOURCES SUPERVISOR AT THE CENTRAL SERVICES OFFICE.**

Please answer the following questions and attach your response to this form:

1. What qualifications would you like the administration to consider as you request a Level II Transfer?
2. Why do you want to transfer to the above requested position(s)?

[On Letterhead Appropriate to Signer]

[Today's Date]

[Name of Applicant]

[Home Address]

[City, State Zip]

**RE: LEVEL II TRANSFER REQUEST - APPROVED**

Dear [Name of Applicant]:

The purpose of this letter is to notify you that your request for a Level II Transfer to [Name of School] for the [Dates] school year has been approved. You will be assigned to teach Grade [No.] during the [Dates] school year.

We are delighted to have you on the [Name of School] teaching team. Please let me know if you have any questions or concerns as you begin your new position.

Sincerely,

[Name]  
Principal

c: Human Resources Office, Central Services



[On Letterhead Appropriate to Signer]

[Today's Date]

[Name of Applicant]

[Home Address]

[City, State Zip]

**RE: LEVEL II TRANSFER REQUEST - DENIED**

Dear [Name of Applicant]:

The purpose of this letter is to notify you that your request for a Level II Transfer to [Name of School] for the [Dates] school year was considered and declined. Thank you for your interest in the position and for taking the time to go through the transfer process.

Best wishes and thanks again for considering the open position.

Sincerely,

[Name]  
Principal

c: Human Resources Office, Central Services

**MEMORANDUM OF UNDERSTANDING**

Between

Board of Directors, Independent School District No.1  
and the Lewiston Education Association

This Memorandum of Understanding deals exclusively with the Master Agreement for the 2019-2020 school year and shall be attached to the July 1, 2019 through June 30, 2020 AGREEMENT between the Board of Directors of Independent School District No. 1 and the Lewiston Education Association.

It is hereby agreed that:

1. The existing transfer policy will be used to establish placement decisions and timely communication for placement decisions to each certified applicant.
2. The time frames for submission of transfer applications will be as follows:
  - a) Submission of level I transfer completed by Tuesday, November 26, 2019.
  - b) Communications and decisions for those requests will be completed by January 6, 2020.
  - c) On January 6, 2020 level II advertised positions will be posted. These positions will be closed at 4:00 p.m. on January 10.
  - d) Level II transfer decisions will be communicated prior to January 16, 2020.
3. The current practice of opening positions to external applicants which are created by transfers will be suspended until after March 1, 2020.

Deanna Didier  
Lewiston Education Association

Date: 6/25/19

[Signature]  
Board of Directors

Date: 6/25/19