

MASTER AGREEMENT

BETWEEN

THE FREMONT EDUCATION ASSOCIATION

AND

BOARD OF TRUSTEES

FREMONT COUNTY SCHOOL DISTRICT 215

July 1, 2020 - June 30, 2021
Effective Dates

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JOINT SCHOOL DISTRICT NO. 215

Fremont County

St. Anthony, Idaho

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO BY AND BETWEEN THE BOARD OF TRUSTEES OF JOINT SCHOOL DISTRICT NO. 215 AND FREMONT EDUCATION ASSOCIATION FOR THE PURPOSE OF SETTING OUT THE RIGHTS, DUTIES AND OBLIGATIONS OF THE PARTIES FOR A PUBLIC EDUCATION FOR THE STUDENTS OF THE DISTRICT. IT IS WITH A SPIRIT OF COOPERATION THAT THE PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1 - DEFINITIONS

- 1-1 The term "Association" as used in this agreement shall mean any local education organization verified as required by I.C. § 33-1272.
- 1-2 The term "Bargaining Unit" as used in this agreement shall include all certified professional employees excluding the Superintendent and other administrative personnel.
- 1-3 The term "Board" as used in this agreement shall mean the Board of Trustees of Joint School District No. 215, County of Fremont, and State of Idaho.
- 1-4 This agreement shall include all appendices.
- 1-5 The term "School District" as used in this agreement shall mean Joint School District No. 215, County of Fremont, and State of Idaho.
- 1-6 The term "Superintendent" as used in this agreement shall mean the Superintendent of Schools of Joint School District No. 215, County of Fremont, and State of Idaho.
- 1-7 The term "Teacher" as used in this agreement shall refer to all certificated non-administrative employees of the District.
- 1-8 The term "Contract" as used in this agreement shall mean the applicable teacher's contract, approved by the State Department of Education, and its terms between an individual and the Board of Trustees of Joint School District No. 215.
- 1-9 The term "day or days" as used in this agreement shall mean school days unless otherwise defined in any specific provision of this agreement.

ARTICLE 2 - RECOGNITION

- 2-1 The Association recognizes the Board as the legally elected representatives of the patrons of Joint School District No. 215 with such powers as have been delegated to them by the State Legislature and with full authority to determine and make final decisions concerning School District policy.
- 2-2 It is recognized that the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred by the courts, the laws of the State of Idaho, and the State Board of Education. Notwithstanding the terms of the agreement the Board is likewise entitled, without negotiation, to take action that may be necessary to carry out its responsibilities due to situations of emergency or acts of God.

ARTICLE 3 - PRINCIPLES

- 3-1 It is recognized that the legal rights inherent in the Idaho Code and in the rulings and regulations of the State Board of Education affecting certified personnel are in no way abridged by this agreement.
- 3-2 It is recognized that teachers have the right to join, or not join, any local education Association, and membership shall not be prerequisite for employment or continuation of employment of any employee.
- 3-3 If any provision of this agreement is found to be illegal or unenforceable, only that provision will be deleted and all remaining provisions shall remain in full force and effect.
- 3-4 The agreement will be compatible with any subsequent statutory changes. In the event there is a contradiction between the terms of this agreement and any statutory requirements said statutory requirements supersede that portion of this agreement that is in conflict with any statutory provisions that apply to the operation of the District and the rights or employment of teachers.
- 3-5 The Board agrees that each individual teacher shall have full freedom of association, self-organization, and the designation of representatives of his/her own choosing, as long as those selected to represent the teachers meet all applicable statutory or regulatory requirements, to negotiate the terms and conditions of his/her employment, and that he/she shall be free from interference, restraint or coercion by the Board, or its agents, in the designation of such representatives or in self-organization or in other concerted activities for the purpose of mutual aid or protection.

ARTICLE 4 - ASSOCIATION RIGHTS

- 4-1 Dues Deduction:** The Board agrees to deduct monthly from the gross annual salary of any teacher so requesting in writing, such monies for membership in the United Teaching Profession (National Education Association, Idaho Education Association, and Fremont Education Association) as said persons individually authorize the Board to deduct.
- 4-1-1 The teacher will certify to the Board, in writing, the current rate of membership dues by September 1 of each year.
 - 4-1-2 Additional authorization for dues deduction when received by the Board from new employees hired during the school year will be deducted from the contracted salary of the person's current contracted salary.
 - 4-1-3 The Board shall cancel payroll deductions of dues during the contract year for those teachers who provide a written request that their dues not be deducted from their salary effective the next pay period.
 - 4-1-4 With proper authorization from the teacher, said monies, together with any records of corrections, shall be transmitted to the identified entity on a monthly basis.
- 4-2 Information:** The Board will furnish to the Association, upon written requests, such information, or access to such information which the Association believes will assist in developing accurate, informed, and constructive programs on behalf of its members.
- 4-3 Association Business:** Representatives of the Association will be allowed to transact Association business on school property provided that this shall not disrupt normal school operations. This shall include the use of a bulletin board in a teacher-use area not normally accessible by students.
- 4-4 Use of Buildings:** The Association and its representatives shall have the right to use school buildings for meetings. Scheduling shall be coordinated with the principal of the building in question in advance of the time and place for such use.
- 4-5 School Mail:** The Association shall have the right to use the interschool mail facilities and school mailboxes.
- 4-6 Faculty Meetings:** The Association shall be given an opportunity after faculty meetings to present, with prior arrangement, reports and announcements.
- 4-7 Association Leave:** Teachers who are required, as a result of an office held or membership on state association committees, to represent the local Association or its affiliates shall be granted leave, without loss of pay and with the Board providing a substitute, to attend state meetings. Approval to attend other Association and affiliate meetings may be granted by the Superintendent. Leave granted shall include adequate travel time in addition to the meeting time.

Notice of intended use of Association leave for state meetings shall be given to the Superintendent by the Association president at least three (3) days in advance of usage except in cases of emergency.

4-8 Board Meetings: The Board shall place on the agenda of each regular Board meeting as the first item for consideration under "New Business" any matters requested by the Association, so long as such request is made in writing to the Superintendent a week prior to the scheduled date of such Board meeting.

4-9 Policy Manual: The Board shall provide, on a yearly basis, the Association with a complete copy of the Board policy of the District. Copies of any new or revised policies adopted by the Board during the contract year shall be posted to the District website within one (1) week after adoption by the Board. The Board policy of the District will also be made available on the District web site no later than the first day of school each year.

ARTICLE 5 - TEACHER RIGHTS

5-1 Contracts: Contracts with certified personnel shall be in writing and shall be in the form approved by the state Board of Education, conditioned upon a valid certificate held by such personnel at the time of entering the duties thereunder.

5-2 Personnel Files:

5-2-1 A teacher's personnel file maintained at the District office (excluding the confidential portion) shall be open to that teacher or any party the teacher so designates in writing and the appropriate supervisory personnel of the District. The confidential portion shall include only college credentials and letters of recommendation by former employers. The teacher, or upon written authorization from the teacher, a representative of the Association, shall be allowed to copy all items contained in their personnel file with the exception of the confidential portion.

5-2-2 The teacher shall be provided timely notice of all materials placed in his or her personnel file by being provided with a copy and shall be afforded the opportunity to attach a written rebuttal to any such materials. Any rebuttal materials will be provided by the teacher and shall be being placed in their personnel file.

5-2-3 Documents may not be permanently removed from the file without the consent of the teacher and the District.

5-3 Resignation: A request for termination of a contract by a certificated school employee must be given in writing to the board no less than thirty (30) days prior to the first day they are required to report to work for that school year. The Board reserves the right to grant such request provided that a suitable replacement can be hired. The Board recognizes there

are circumstances which may require an employee to request a release from their contract before the expiration date of the contract and agrees to take those into consideration.

ARTICLE 6- NEGOTIATIONS

- 6-1** The parties agree to negotiate compensation and benefits as defined by Idaho law, so long as, all required procedures triggering the duty to negotiate, as set out in Idaho statutes have been satisfied by the Association. The parties can propose three (3) additional issues to be included in negotiations as set out under the terms of this agreement. All proposals will be simultaneously exchanged by both parties at the first negotiation session. It is agreed that each party making an additional proposal shall provide, as part of the proposal, the contract language to be included in the agreement. After the first negotiation session neither party may submit any additional proposals, except by mutual consent. Modifications to proposals and/or counter proposals made in the normal process of negotiation shall not be considered as additional proposals. All proposals and/or counter proposals shall be in writing and attached to official minutes of each negotiating session.
- 6-2** Either party can request negotiations. A request can only be made after the Association provides verification to the Board that it meets the requirements to be the exclusive representative of the certificated employees of the District. The Association will provide the required verification within ten (10) days of a request for the same by the Board. Such request cannot be made prior to April 1 of any year. The Association is free to provide the required verification at any time prior to a request being made by the Board. The request for negotiations to begin made by either party shall include a designation of a lead negotiator. Prior to the first negotiation session, the other party shall designate its lead negotiator. The identified lead negotiators for each party shall be present at each negotiation session, unless otherwise agreed by both parties.
- 6-3** Negotiations shall commence within ten (10) days of the request to negotiate made by either party. Negotiation sessions shall be held on at least a weekly basis thereafter, unless otherwise agreed by the parties.
- 6-4** It is recognized that no final agreement between the parties may be executed without ratification by a majority of the Board of Trustees and ratification by the membership of the bargaining unit in the manner required by law. The parties mutually pledge that the representatives selected by each party to negotiate shall be clothed with all necessary power and authority to make a proposal, consider proposals, and make concessions in the course of negotiations subject only to the ratification process. Tentative agreements shall be reduced to writing and signed by the lead negotiator for each party prior to being presented for ratification.
- 6-5** Negotiation sessions shall be public.
- 6-6** Records will be kept by the respective teams for themselves with official minutes of the meeting provided by the Board's negotiation team. Negotiation proceedings shall not be

electronically recorded. When a tentative agreement is reached, it may be electronically recorded prior to being reduced to writing.

ARTICLE 7 - LEAVES

7-1 Sick Leave: At the beginning of each year, each teacher shall be credited with ten (10) days of sick leave allowance. Unused sick leave may accumulate to an unlimited number of days.

7-1-1 Sick leave is to be used for absence caused by personal illness or emotional upset by accident or illness or any other personal reason as determined by the teacher. The use of sick leave by a teacher does not require the disclosure of a reason for such leave except in those instances where the teacher uses sick leave for more than five (5) consecutive days during any school year. In that event, the teacher must provide the district with acceptable documentation that indicates that the leave is a direct result of personal illness, family illness or a death in the immediate family of the teacher or teacher's spouse.

7-1-2 Teachers employed on a part-time basis or for part of a school year shall receive a prorated portion of the annual sick leave.

7-1-3 Teachers employed for more than a regular school year shall receive additional sick leave on the basis of one (1) day per additional month worked.

7-1-4 Teachers who are on sick leave during a school closure will not be deducted sick leave for the time school was not actually in session.

7-1-5 A sick leave day is calculated by the day, or portion thereof, as set out in each teacher's individual employment contract.

7-2 Personal Leave: Personal leave shall be granted at the rate of four (4) days per year for each teacher. Personal leave may be taken as full or half days. Said leave shall be arranged with the Principal pursuant to the policies established by the Board with respect to the total number of teachers who may be absent on any one day. Any personal leave not used can be carried forward and accumulated to a total of five (5) days.

7-3 Leave of Absence: Teachers desiring an unpaid leave of absence must make formal application through his or her immediate supervisor to the Board. The Board shall review the request, and if granted, shall allow the following:

7-3-1 No loss of accumulated benefits of sick leave and contractual status while on leave.

7-3-2 Allow those on leave to participate in group insurance while on leave with the teacher paying the premiums.

7-3-3 A one (1) year leave of absence shall contain a guarantee of employment upon return to the District. The teacher may be assigned to the same position held prior to taking the leave.

7-3-4 Leaves may be extended beyond one (1) year upon written request to the Board.
No guarantee of employment will be made after extended leave.

7-4 **Bereavement Leave**: For death in the immediate family, as per definition below, the teacher may be allowed a maximum of two (2) days absence without salary deduction. Definition of **IMMEDIATE FAMILY**: The teacher's own spouse and children, father, mother, brothers, sisters, grandparents, as well as those of his or her spouse, grandchild, son-in-law and daughter-in-law.

7-5 **Sick Leave Bank**: Membership in the sick leave bank will be available to all professional employees of the District who have the prescribed number of days to donate. To participate, each employee shall contribute a prescribed number of his or her earned sick leave days (a minimum of two (2) days) as determined by the Sick Leave Bank Committee during the enrollment period (beginning of contract days until October 1). 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 professional employees 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.

7-5-1 Application for use of the 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 the illness at the time of application and from time to time after a grant has been made.

7-5-2 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 Association and the Board of Trustees. 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.

7-5-3 In order for a professional employee to be eligible to apply for sick leave benefits from the sick leave bank, the employee must first: (1) be a contributor to the bank and (2) have been absent from work due to illness or accident and (3) used all his or her accumulated sick leave days and four (4) days where his or her salary was reduced in full.

7-5-4 The Sick Leave Bank Committee shall determine the number of sick leave days each participant must contribute in order to keep the bank solvent.

7-5-5 The maximum number of days that can be granted in any one (1) fiscal year will be the remaining number of days an employee is scheduled to work under his or her current

contract. In no case will the granting of leave cause an employee to receive more than his or her annual salary for that year.

7-5-6 The number of sick leave days granted shall not exceed the number of days absent from work due to illness or accident. Whenever an employee has been sick for a continuous illness lasting ten (10) working days beyond his or her accumulated sick leave, the committee may allow retroactive coverage for the four (4) days on which the employee suffered full salary loss.

7-5-7 Bank grants to individual employees 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 professional employee 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 an employee be granted more than a total of 180 days from the sick leave bank for all illnesses or disabilities during the current or subsequent employment within the District.

7-5-8 The Sick Leave Bank Committee shall consist of two (2) members appointed by the Fremont Education Association and two (2) members appointed by the School Board. Said appointments shall be made and announced at or before the annual meeting of the Board. The members of the committee shall serve for a period of one (1) year effect from July 1 through June 30. 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 employee's records.

7-5-9 The expense of administering the sick leave bank shall be borne by the participating professional employees through Fremont Education Association dues.

7-5-10 The sick leave bank is not intended, and days will not be granted to those on normal maternity leave. If there are complications, each situation will be reviewed individually.

7-6 **Jury Duty:** In the event a member of the bargaining unit is required to serve jury duty, such service shall not be considered leave and there will be no wage deduction for such service. Any compensation received for jury duty for days the teacher was paid by the District shall be paid to the District.

ARTICLE 8 - TEACHING CONDITIONS

8-1 **Duty-Free Lunch:** Certificated personnel shall be provided with a minimum thirty (30) minute uninterrupted lunch period without duty.

ARTICLE 9 - INSURANCE

- 9-1 Health Insurance:** The Board agrees to make available to the professional employees of the District, certain mandatory and/or discretionary health insurance, disability insurance, life insurance, dental insurance, and vision insurance as recommended by the insurance committee and ratified by the membership of the bargaining unit.
- 9-1-1** During the 2020-2021 contract term each full-time professional employee shall receive a \$730.40 per month benefit to be used for the purchase of the health insurance through the District's group policy and \$23.81 per month for purchase of the mandatory life/disability insurance made available by the District.
- 9-1-2** The contribution made by the District shall be applied to the cost of the mandatory and discretionary insurance selected by the professional employee. The professional employee shall be responsible for any additional cost of the selected insurance coverage in excess of the contribution made by the District. In the event that the cost of the insurance selected by the professional employee is less than the District's contribution the professional employee may utilize the excess amounts in a manner consistent with the options available to the employee under the terms of the available cafeteria program. The selection of insurance and the discretionary or mandatory requirement to purchase the same shall be governed by the terms and conditions of the actual insurance policies available to the professional employees.
- 9-1-3** The Board and the Association shall cooperate in establishing the specifications and carriers of the insurance plan(s). Three members of the committee shall be appointed by the Association and three members shall be appointed by the Superintendent. The committee shall meet with a report and identification of the recommended insurance program after negotiations of each year.
- 9-1-4** Insurance coverage for employees will start on October 1, or on the first day of the month immediately following commencement of employment in the case of employees hired after October 1. Coverage shall be on a continuous 12 month basis. If an employee resigns, is terminated or otherwise leaves the employment of the District during the school year, his or her insurance coverage will cease at the end of the month in which premiums have been paid at the date their employment ends.
- 9-2** Each professional employee shall be enrolled in the selected health insurance program, or have the option to opt out pursuant to the terms of the applicable policy of insurance and the terms of the agreement between the District and the insurance provider. The employee shall additionally have the option to purchase for their family any and all available insurance based upon their individual needs and desires.
- 9-3** The District will provide a \$50,000 group life insurance policy for the employees. Each professional employee shall automatically be enrolled and the cost shall be paid from the insurance contribution made by the district as set out above.

- 9-4 All insurances under this article, unless not available to be purchased by the District, shall remain in full force during the term of this agreement.
- 9-5 The Board agrees to pay in salary, a base medical stipend of \$500.00 for each certificated professional employee. The stipend may be used for payment of tax-sheltered benefits, contributions to the teacher's medical and/or dependent care flexible spending accounts, and/or cash.
- 9-6 The Board shall participate in the workman's compensation program, as provided by law. The injured teacher shall have the option to receive benefits under the program or to exercise rights under sick leave provisions found elsewhere in this agreement.

ARTICLE 10 - PROFESSIONAL COMPENSATION

- 10-1 **Salary Schedule:** The base salary for each employee covered by this agreement is set forth in Appendix A attached hereto and incorporated herein by reference, which shall be utilized for 2020-2021 contract year. Each employee's placement on the salary schedule shall be determined by the applicable to the placement of the employee on the State of Idaho Career Ladder (Idaho Code Section 33-1004B) and any and all requirements set out said statute relating to an employee's movement along said schedule shall be applicable to all employee's subject to this agreement.
- 10-2 **Educational Bonus:** It is agreed that in addition to the base salary, as determined by each individual employee's placement on Appendix A, that for the 2020-21 contract year each employee who has provided to the District, on or before September 1, 2020, proof that they hold a professional endorsement and a baccalaureate degree and twenty-four (24) or more additional credits will receive additional funding as provided by the Legislature for this placement. For those employee's providing proof that they hold a professional endorsement and a master's degree will receive additional funding as provided by the Legislature for this placement. Said payments shall be divided by twelve (12) and paid monthly as part of salary compensation.

ARTICLE 11 - MISCELLANEOUS PROVISIONS

- 11-1 **Effect:** This agreement constitutes Board policy for the term of the agreement. During its term this agreement may be altered, changed, added to, deleted from or modified only through the voluntary mutual consent of the parties in writing.
- 11-2 **Savings:** If any provision of the agreement or any application to this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 11-3 **Direct Deposit:** The District will provide direct deposit for all certificated staff desiring this benefit at no cost to the employee.

11-4 **Athletic Pass:** Certified personnel shall be provided with an athletic pass. This pass will allow certified staff and one guest to attend all at home games.

11-5 **Calendar Committee:** The Calendar Committee shall consist of two (2) members of the Fremont Education Association and the District Leadership Team.

ARTICLE 12 - DURATION

12-1 **Duration:** The provisions of this agreement will be effective for the period July 1, 2020, through June 30, 2021.

The agreement is signed this 26 day of May 2020.

IN WITNESS THEREOF:

FREMONT EDUCATION ASSOCIATION:

Karisa Phelps Monique Lenny
Co-Presidents

[Signature]
Negotiations, Rights and Responsibilities Chairperson

JOINT SCHOOL DISTRICT NO. 215

Bonnie Moon
Board Chairman

Dale Mackert
Clerk of the Board

